CITY OF SOUTH ST. PAUL
MEETING AGENDA

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

CITY COUNCIL

Monday, February 2, 2026
7:00 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **PRESENTATIONS**

   A. Spring Bond and Capital Projects Levy SSP Schools — Brian Zambreno, Superintendent

   B. Dakota County America's 250th Genealogy Series

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 January 20th, 2026 and Work Session Minutes of January 26th, 2026

   B. Accounts Payable

   C. Approve Plans and Specifications and Authorize Advertisement for Bids – Marie Avenue Reconstruction Project Phase 2 (2025-01)

   D. Award of Quote - Wakota Site Tree Clearing

   E. Acceptance of Letter of Resignation and Authorize Recruitment Process

F. Approve Reappointment of Dennis Wipperman as Public Member of the South Metro Fire Department Board of Directors

G. Approve Lease for 225 Bravo Lane with Route One Aviation

H. Purchase of a John Deere Z955R EFI ZTrak (zero turn mower), Altoz TFZ 766i (zero turn mower), and Cat. Loader Plow PR-1243/Wing LLDL-10A.

I. Approve Assignment of Lease for 1810 Lysdale Lane

J. Approve Agreement with SEH for the Airfield Pavement Maintenance Project at Fleming Field

K. Approve Agreement with SEH for the Xcel Energy Gas Line Relocation Project at Fleming Field

L. Approval of Job Description and Pay Range - Building Inspector/Code Enforcement Position

M. Authorize Submission of MN/DNR Outdoor Recreation Grant

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

11. GENERAL BUSINESS

A. First Reading - Ordinance Amending Chapter 2, Section 2-22 City Council Salaries

B. Confirm Prioritization and Resolutions for 2026 Bonding Requests

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT

CITY COUNCIL AGENDA REPORT

DATE:	February 2, 2026
DEPARTMENT:	Administration
PREPARED BY:	Ryan Garcia
AGENDA ITEM NUMBER:	5.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Spring Bond and Capital Projects Levy SSP Schools — Brian Zambreno, Superintendent

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
No Action - For Informational Purposes Only

OVERVIEW
Brian Zambreno, Superintendent of Schools, and Kim Humann, School Board Chair, will discuss the South St. Paul Special School District #6 proposed capital projects levy and spring bond referendum. The School District has established a website dedicated to this initiative - https://www.sspps.org/newsroom/elections/bond-levy-2026. The presentation is informational only and not intended as a City endorsement of any potential levy questions.

SOURCE OF FUNDS

ATTACHMENTS
1. Bond and Capital Projects Levy Presentation - FINAL

South St. Paul Public Schools

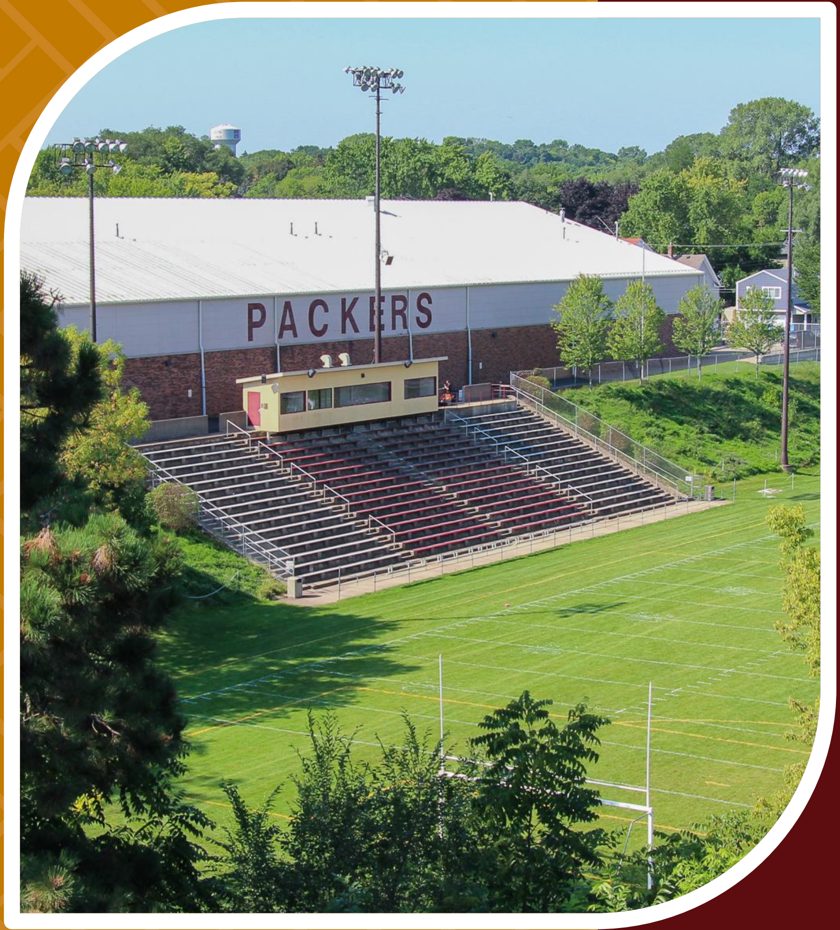
2026 Building Bond and Capital Projects Levy

A Legacy Worth Protecting

Dr. Brian Zambreno
Superintendent of Schools

Calling a Special Election

On May 12, 2026, South St. Paul Public Schools will ask voters to consider two related ballot questions focused on facility maintenance and long-term financial planning.

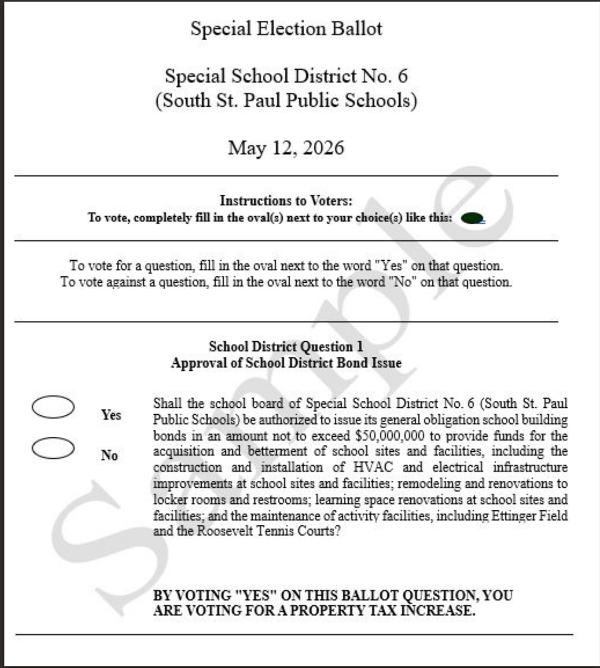


Our Responsibility

- SSPPS has served the community for more than 100 years
- District facilities support learning, safety, and community use
- Maintaining buildings is a core responsibility of the district

The Ballot

Question 1: **A building bond authorization** addressing the most critical facility needs, those necessary to keep our schools safe, functional, accessible, and welcoming for students, staff, families, and community members.



Special Election Ballot

Special School District No. 6
(South St. Paul Public Schools)

May 12, 2026

Instructions to Voters:
To vote, completely fill in the oval(s) next to your choice(s) like this:

To vote for a question, fill in the oval next to the word "Yes" on that question.
To vote against a question, fill in the oval next to the word "No" on that question.

School District Question 1
Approval of School District Bond Issue

Yes
No

Shall the school board of Special School District No. 6 (South St. Paul Public Schools) be authorized to issue its general obligation school building bonds in an amount not to exceed $50,000,000 to provide funds for the acquisition and betterment of school sites and facilities, including the construction and installation of HVAC and electrical infrastructure improvements at school sites and facilities; remodeling and renovations to locker rooms and restrooms; learning space renovations at school sites and facilities; and the maintenance of activity facilities, including Ettinger Field and the Roosevelt Tennis Courts?

BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE.

The Ballot

Question 2: A capital projects levy renewal that would continue to support ongoing safety, security, and technology needs.

School District Question 2
Renewal of Expiring Capital Project Levy Authorization

The school board of Special School District No. 6 (South St. Paul Public Schools) has also proposed to renew the school district's existing capital project levy authorization of 3.74709208482% times the net tax capacity of the school district, which is scheduled to expire after taxes payable in 2029. The money raised from the capital project levy authorization will provide funds for the acquisition, installation, replacement, support and maintenance of classroom technology, software, computers, student devices, improved technology systems, networks, infrastructure, instructional technology, safety and security systems, and related training and personnel costs; deferred maintenance projects and the acquisition of curriculum, textbooks and materials. The proposed capital project levy authorization will raise approximately $1,139,395 for taxes payable in 2030, the first year it is to be levied, and would be authorized for ten years. The estimated total cost of the projects to be funded over that time period is approximately $11,393,950. The projects have received a positive Review and Comment from the Commissioner of Education.

Yes
No

Shall the capital project levy authorization proposed by the school board of Special School District No. 6 be approved?

BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING TO RENEW AN EXISTING CAPITAL PROJECTS REFERENDUM THAT IS SCHEDULED TO EXPIRE.

Question 1: *Building Bond Authorization*

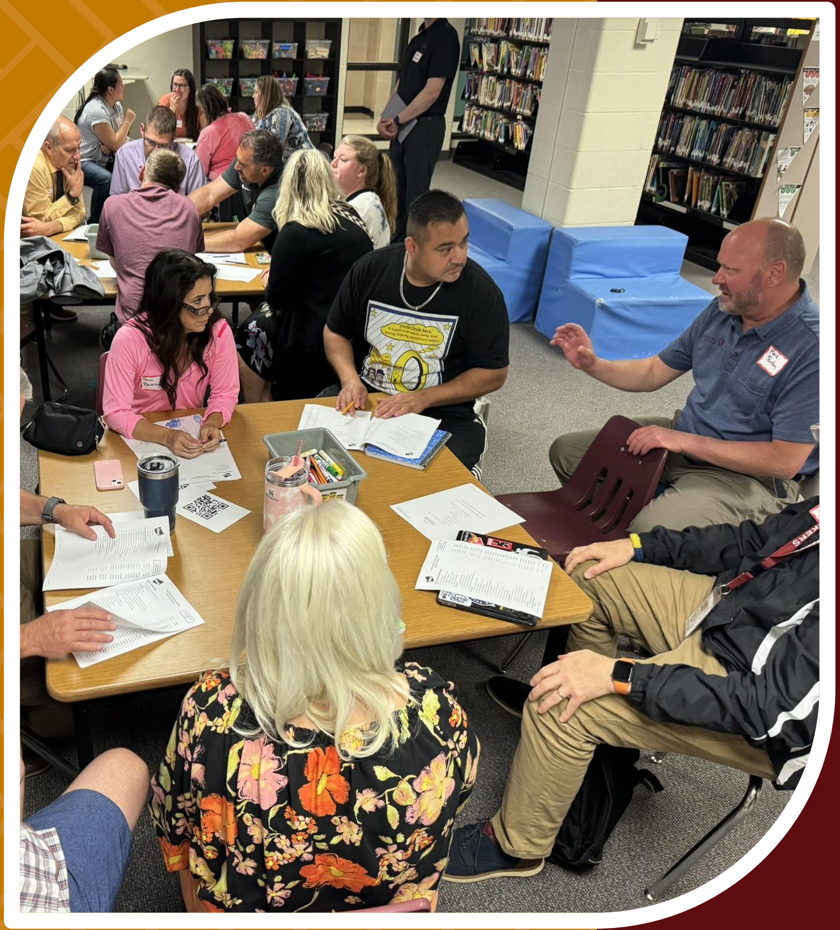
Why the Bond is Needed

- The 2013 bond is scheduled to expire, allowing the community to reinvest
- Many buildings and systems are beyond their expected lifespan
- Delaying investment increases deferred maintenance and long-term costs
- State funding does not keep up with costs to maintain aging facilities

The Reality of Maintaining our Aging Buildings

$150 Million	$1 Million
Deferred Maintenance Needs Identified (based on comprehensive facilities review)	Annual State Funding for Facility Maintenance (supports basic repairs and emergencies)

At current funding levels, the district cannot keep pace with the needs of aging facilities



How the Needs Were Identified

- Comprehensive Facilities Review in 2022
- Facilities Task Force of Staff, Families, and Community Members
- Focused on Most Critical Priorities

What the Bond Would Address

Question 1 Project Priorities: ***Focus on safety, accessibility, and essential repairs***

- Mechanical, plumbing, and electrical systems
- Roofing and exterior building repairs, including walls, windows, and doors
- Fire and life safety systems
- Accessibility and ADA improvements
- Lighting, flooring, and interior finishes
- Safety and ADA compliance improvements to athletic and activity spaces, including Ettinger Field bleachers and Roosevelt tennis courts

Why a Capital Levy Renewal is Needed

Question 2: *Capital Projects Levy Renewal*

- Renews the district's existing capital projects levy, set to expire in 2029
- Provides ongoing funding to maintain systems that support safe and secure schools
- Supports safety, security, and technology needs that require regular updates
- Including this question now avoids the cost of a future standalone election

What the Capital Projects Levy Would Do

Question 2 Project Priorities: ***Supports ongoing safety, security, and technology needs***

- Security cameras and building access systems
- Phone systems and emergency communication tools
- Technology infrastructure that supports daily operations and safety
- Cybersecurity improvements that protect district systems and data

What will this cost our SSP taxpayers

- The mean SSP home value is $300,000

Type of Property	Estimated Market Value	Estimated Change in Taxes from 2026 to 2027	
		Annual	Monthly
Residential Homestead	$150,000	$58	$5
	$200,000	$85	$7
	$250,000	$112	$9
	$300,000	$139	$12
	$400,000	$193	$16

Bonds and Levies

Different Tools for Different Needs

- Levies support learning and programs in schools,
- Bonds fund the buildings and infrastructure where that learning takes place.
- By law, funds raised through bonds and capital projects levies are used for specific purposes and are kept separate from one another.

Summary

- Special Election on Tuesday, May 12, 2026
- Two questions on the ballot for:
  - **A bond referendum** addressing the most critical facility needs
  - **A capital projects levy renewal** that would continue to support ongoing safety, security, and technology needs.
  - Both focus on needs, not wants
- Next Steps
- Visit our website at www.sspps.org

QUESTIONS?

MAINTAIN OUR SPACES...

ENGAGE. EDUCATE.
EMPOWER.

SSP

...THAT MAKE LEARNING POSSIBLE

A Legacy Worth Protecting

CITY COUNCIL AGENDA REPORT

DATE:	February 2, 2026
DEPARTMENT:	Community Affairs
PREPARED BY:	Deb Griffith
AGENDA ITEM NUMBER:	5.B.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Dakota County America's 250th Genealogy Series

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
An update to the City Council and the community.

OVERVIEW
Matt Carter, Executive Director of the Dakota County Historical Society, will update the community on a new program being offered at the Lawshe Memorial Museum in commemoration of the Nation's 250th birthday.

SOURCE OF FUNDS
N/A

ATTACHMENTS
None

CITY COUNCIL AGENDA REPORT

DATE:	February 2, 2026
DEPARTMENT:	City Clerk
PREPARED BY:	Deanna Werner
AGENDA ITEM NUMBER:	8.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
City Council Meeting Minutes of January 20th, 2026 and Work Session Minutes of January 26th, 2026

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

OVERVIEW
Approval of meeting minutes for the Regular City Council Meeting held on Tuesday, January 20th, 2026 and Work Session held on Monday, January 26th, 2026.

SOURCE OF FUNDS
N/A

ATTACHMENTS
1. 01-20-2026 Council Minutes
2. 01-26-2026 WS Minutes RG

SOUTH ST. PAUL CITY COUNCIL
MINUTES OF JANUARY 20, 2026

1. CALL TO ORDER

Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on Tuesday, January 20th, 2026.

2. ROLL CALL

Present: Tom Seaberg, Matt Thompson, Joe Kaliszewski, Jimmy Francis, Pam Bakken, Lori Hansen
Absent: Todd Podgorski
Staff Present:
Ryan Garcia, City Administrator
Cynthia Kirchoff, City Attorney
Deanna Werner, City Clerk
Brian Wicke, Chief of Police
Michael Healy, City Planner
Deb Griffith, Community Affairs

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

A. Community Drive for Neighbors Inc.

B. Armour Gate Community Brick Project

6. CITIZEN'S COMMENTS

Comments are limited to 3 minutes in length.

Alma Foley
Shireen Bhatia
Christine Estee
Allison Westad
Bill Thornton
Heather Williams

7. APPROVAL OF AGENDA

Moved by: Tom Seaberg / Matt Thompson
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 January 5th, 2026 and Work Session Minutes of January 12th, 2026.

B. Accounts Payable

C. Business Licenses

D. Conditional Employment Offer - Police Officer(s)

E. Approval of Grant Agreement for the 2026 Private Property Inflow and Infiltration Grant Program

F. Approve Bid for Replacement of City Hall Roof Top Unit's

G. Acceptance of a Polling Place Accessibility Grant from the Minnesota Office of Secretary of State.

H. Approve Agreement with Conservation Corps of Minnesota & Iowa for Forestry Individual Placement Program

I. Waive License Fees for SSP Lions associated with 2026 Community Festivals

J. Approve Write-Off of the Outstanding Open Invoices to Damaged South St. Paul Property

Moved by: Joe Kaliszewski / Pam Bakken
Moved: To approve Consent Agenda is approved as presented.
Vote: 6 ayes / 0 nays, motion Passed

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

11. GENERAL BUSINESS

A. Approval of 2026 - 2030 Capital Improvement Plan

Moved by: Joe Kaliszewski / Matt Thompson
Moved: To approve Resolution 2026-010, 2026 - 2030 Capital Improvement Plan
Vote: 6 ayes / 0 nays, motion Passed

B. Site Plan Review and Conditional Use Permits for AVR LLC Concrete Batch Plant Project at 400 Richmond Street East

Moved by: Pam Bakken / Matt Thompson
Moved: To Approve Resolution 2026-012, Site Plan Review and Conditional Use Permits for AVR LLC Concrete Batch Plant Project at 400 Richmond Street East

Vote: 5 ayes / 1 nays, motion Passed

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT

Moved by: Lori Hansen / Tom Seaberg
Moved: To Adjourn
Vote: 6 ayes / 0 nays, motion Passed

The meeting was adjourned at 9:06 PM.

Deanna Werner

/s/: Deanna Werner
City Clerk

South St. Paul City Council Work Session

Session Notes for January 26, 2026

1. CALL TO ORDER

Mayor Francis called the City Council Work Session to order at 7:00 PM on January 26, 2026

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, Joe Kaliszewski, Matt Thompson, Pam Bakken, Tom Seaberg, and Todd Podgorski.

Council Member Lori Hansen was absent.

Staff Present: Ryan Garcia, City Administrator, Brian Wicke, Police Chief, Kelsey Gelhar, City Engineer, Clara Hilger, Finance Director, Howie Steenberg, Public Works Director

2. DISCUSSION ITEMS

A. Legislative Update

Mayor Francis and Council welcomed State Representative Rick Hansen. Rep. Hansen shared that this Legislative Session the legislature is expected to focus on passing a Capital Investment (Bonding) Bill. Rep. Hansen thanked the Council for hosting the House Bonding Committee at Public Works, which will help to streamline the consideration of the pool and public works bills that are being drafted for consideration this session. Rep. Hansen recommended that Council pass resolutions in 2026 to acknowledge the progress made on both of these major projects since last session.

Rep. Hansen and Councilmembers also discussed the importance of state assistance in the coming years as it relates to PFAS/PFOS in water supplies. Rep. Hansen shared that he is working across the aisle on potential legislation that would help fund a program through a fee on plastic water bottles.

Rep. Hansen discussed his concerns with recent federal immigration enforcement actions and the impacts expressed to him by constituents. Rep. Hansen advocated for negotiated, long-term, sustainable resolution between the state and federal government. Rep. Hansen shared that the current conditions and circumstances, if persistent into and through the legislative session, could occupy much of the work this legislative session potentially to the detriment of things such as the bonding bill.

Rep. Hansen discussed his commitment to more robust “safeguarding” against fraud. Rep. Hansen shared that steps taken such as more stringent appropriations processes requiring reimbursement (rather than upfront appropriation), improvements in technology and data security, and bolstering application processes and scrutiny were concrete measures that he has supported and worked on.

B. Public Works Central Maintenance Facility – Schematic Design Milestone

Mr. Garcia introduced Matt Lysne and Travis Bren with HCM Architects and Mike Phillips with Kraus-Anderson Construction, the principal project architects and construction management advisor for the project. Mr. Lysne walked through a presentation of the project at the Schematic Design phase, highlighting the plan development process, the current scope of proposed construction work, and the current budget estimate for the project.

Key comments that surfaced during the presentation included:

- Council felt it was critical for the program to include an accommodation for the police storage building. Staff and the project team shared that multiple options were under consideration to accommodate this need.
- Council urged the team to be thoughtful and creative about how to approach the project budget. For example, consideration as to when and how to fund furniture, fixtures and equipment was encouraged. At a high level, Council was hopeful to minimize the amount of debt incurred for the project to the extent feasible.
- Council acknowledged that the site is known to have geotechnical and environmental conditions that challenge its development potential and add meaningfully to the total project cost. Council felt that putting this property to productive public use represented the most holistically beneficial outcome to the City, in part by preserving more "desirable" property for economic development.
- Council felt it would be helpful to incorporate information into future presentations related to the ongoing building, vehicle, and equipment maintenance and repair costs that the City has incurred at its existing facility at 400 Richmond Street.
- Council expressed appreciation for the work that has gone into "right-sizing" the project to fit into the City's budget targets for this project, reducing the overall cost estimate by more than 15% since the 2024 Facilities Master Plan.
- Council acknowledged that the project represented a generational investment that would have significant financial impacts on the City, but also reiterated that the project was an essential replacement of a 56-year old piece of core public infrastructure.

Mr. Lysne confirmed that, given Council's feedback and direction, next steps would be to advance with Design Development, leading to the preparation of Construction Documents and the public bidding of the project in Q3 2026. Mr. Phillips identified an anticipated construction schedule of approximately 14 months for the project.

C. 106 3rd Avenue North – Corniea/Minneapolis Gymnastics Update

Mr. Garcia presented a summary of key terms and conditions found in the Letter of Intent, to confirm consistency with Council expectations prior to undertaking the preparation of formal agreements related to the purchase and renovation of the former library building. Council confirmed that the terms and conditions addressed their expectations, but stressed the importance of tight coordination and both practical and financial oversight of the redeveloper throughout the process, given the EDA's anticipated significant role as a funding partner in the project.

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 9:34 PM.

Respectfully submitted,
/s/: Ryan Garcia
City Administrator

CITY COUNCIL AGENDA REPORT

DATE:	February 2, 2026
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 2026-018 approving accounts payable.

OVERVIEW
The City Council approves all payments of claims. Approval of audited claims is required before issuance of payment.

Detailed check registers are available upon request from the Finance office.

SOURCE OF FUNDS
N/A

ATTACHMENTS
1. 02-02-26 Accounts Payable Resolution
2. 02-02-26 Accounts Payable Summary Check Register
3. 02-02-26 Accounts Payable Detail Check Register

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-018

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:	
156120-156308	**$ 2,031,252.53**
2025418 2026022-2026039	**528,864.19**
801318-801324	**203,399.27**
Total	**$ 2,763,515.99**

Adopted this 2nd day of February, 2026.

Deanna Werner, City Clerk

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Company		Amount
00101	GENERAL FUND	1,674,200.33
00211	GRANTS/DONATIONS GEN GVMT	884.75
00215	GRANTS/DONATIONS PARK AND REC	1,223.16
00216	GRANTS/DONATIONS COMM AFFAIRS	111.50
00243	DOUG WOOG ARENA	21,058.24
00245	AIRPORT FUND	7,071.29
00260	HOUSING GENERAL	1,180.74
00280	ECON DEV GENERAL	2,750.25
00298	HOUSING REINVESTMENT	450.00
00402	CAPITAL PROGRAMS FUND	96,309.71
00407	EQUIPMENT ACQUISITION F	5,503.79
00441	2025 LOCAL IMPROVEMENTS	101.26
00490	CONCORD TIF	9,912.00
00491	STOCKYARDS TIF	177,028.25
00493	GRAND AVE GATEWAY TIF	272,107.30
00600	UTILITY ADMINISTRATION	19,486.75
00605	WATER UTILITY	48,687.57
00606	SEWER UTILITY	323,914.04
00610	STORM WATER UTILITY	1,510.00
00615	STREET LIGHT UTILITY	6,649.41
00677	NAN MCKAY APT BLDG	36,402.43
00678	JOHN CARROLL APT BLDG	23,048.46
00703	CENTRAL GARAGE FUND	32,409.69
00709	SELF-INSURED DENTAL	1,489.26
00805	EMPLOYEE HEALTH REIMBUR	25.81
	Report Totals	2,763,515.99

CITY COUNCIL AGENDA REPORT

DATE:	February 2, 2026
DEPARTMENT:	Engineering
PREPARED BY:	Kelsey Gelhar
AGENDA ITEM NUMBER:	8.C.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approve Plans and Specifications and Authorize Advertisement for Bids – Marie Avenue Reconstruction Project Phase 2 (2025-01)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
A motion to adopt RESOLUTION 2026-022 APPROVING THE PLANS AND SPECIFICATIONS FOR 2025-01 MARIE AVENUE RECONSTRUCTION PROJECT PHASE 2 AND ORDERING ADVERTISEMENT FOR BIDS.

OVERVIEW
On January 5, 2026, the City Council authorized the preparation of plans and specifications for the Marie Avenue Reconstruction Project Phase 2.

The project includes the complete reconstruction of the roadway, pedestrian improvements, lighting enhancements, storm sewer upgrades, and water main replacement on Marie Avenue between 9th Avenue and 15th Avenue. A bid alternate is included for the extension of the sidewalk along the north side of the roadway between 12th Avenue N and 15th Avenue N. Plans and specifications have been substantially completed.

Staff recommends adopting a resolution to approve the plans and specifications for the project and authorize advertisement for bids. An action to award a construction contract will be brought forward to a March 2026 council meeting.

SOURCE OF FUNDS
Municipal State Aid, Infrastructure Fund, Water Utility, Storm Sewer Utility, Sanitary Sewer Utility, and Special Assessments.

ATTACHMENTS
1. 2026-022, Marie Ave Phase 2 Advertisiment for Bids

CITY COUNCIL AGENDA REPORT

DATE:	February 2, 2026
DEPARTMENT:	Engineering
PREPARED BY:	Kelsey Gelhar
AGENDA ITEM NUMBER:	8.C.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approve Plans and Specifications and Authorize Advertisement for Bids – Marie Avenue Reconstruction Project Phase 2 (2025-01)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
A motion to adopt RESOLUTION 2026-022 APPROVING THE PLANS AND SPECIFICATIONS FOR 2025-01 MARIE AVENUE RECONSTRUCTION PROJECT PHASE 2 AND ORDERING ADVERTISEMENT FOR BIDS.

OVERVIEW
On January 5, 2026, the City Council authorized the preparation of plans and specifications for the Marie Avenue Reconstruction Project Phase 2.

The project includes the complete reconstruction of the roadway, pedestrian improvements, lighting enhancements, storm sewer upgrades, and water main replacement on Marie Avenue between 9th Avenue and 15th Avenue. A bid alternate is included for the extension of the sidewalk along the north side of the roadway between 12th Avenue N and 15th Avenue N. Plans and specifications have been substantially completed.

Staff recommends adopting a resolution to approve the plans and specifications for the project and authorize advertisement for bids. An action to award a construction contract will be brought forward to a March 2026 council meeting.

SOURCE OF FUNDS
Municipal State Aid, Infrastructure Fund, Water Utility, Storm Sewer Utility, Sanitary Sewer Utility, and Special Assessments.

ATTACHMENTS
1. Resolution 2026-022 Approve P&S and authorize Ad for Bid Marie Ave Ph 2

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-022

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR MARIE AVENUE RECONSTRUCTION PROJECT PHASE 2 (2025-01) AND AUTHORIZING STAFF TO ADVERTISE FOR BIDS

WHEREAS, the City Engineering Department and its consultant, Bolton & Menk, Inc., have prepared plans and specifications for the following improvements: reconstruction of Marie Avenue from 9th Avenue to 15th Avenue and has presented such plans and specifications to the City Council for approval.

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

1. Such plans and specifications are hereby approved.
2. The City Engineering Department shall obtain bids which will be considered by the Council at a regular City Council meeting.

Adopted this 2nd day of February 2026.

Deanna Werner

City Clerk

CITY COUNCIL AGENDA REPORT

DATE:	February 2, 2026
DEPARTMENT:	Engineering
PREPARED BY:	Kelsey Gelhar
AGENDA ITEM NUMBER:	8.D.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Award of Quote - Wakota Site Tree Clearing

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Award Wakota Site Tree Clearing Contract to Davey Tree Expert Company

OVERVIEW
In January 2026, Engineering staff requested quotes for the clearing of trees from the Wakota Industrial Site in advance of the Verderosa Avenue Extension Project and the development of the proposed Public Works site. Tree removal is prohibited in this area between April 1 and October 31 due to the nesting duration of northern long-eared bats, which are a threatened species under the federal Endangered Species Act. Current bidding schedules for the Verderosa Extension Project and the proposed Public Works facility would conflict with this tree clearing timeline.

Quotes requests were sent to eight different contractors. Quotes were received from the following:

CONTRACTOR	TOTAL
Davey Tree Expert Company	$20,675.00
Castle Rock Contracting & Tree Service LLC	$46,300.00
Husky Construction, Inc.	$59,180.00
Birch Tree Care	$68,925.00

Staff reviewed the quotes and determined that Davey Tree Expert Company submitted the lowest acceptable quote.

Staff recommends awarding the quote for the Wakota Site Tree Clearing to Davey Tree Expert Company in the amount of $20,675.00.

SOURCE OF FUNDS
Infrastructure Fund

ATTACHMENTS

None

CITY COUNCIL AGENDA REPORT

DATE:	February 2, 2026
DEPARTMENT:	Human Resources
PREPARED BY:	Shelly Anderson
AGENDA ITEM NUMBER:	8.E.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Acceptance of Letter of Resignation and Authorize Recruitment Process

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Accept Letter of Retirement and Authorize Staff to Proceed with the Recruitment Process to Fill the Vacancy.

OVERVIEW
Debbie Breitenfeldt, Housing Office Specialist, has submitted her letter of retirement to the City *(attached)*. Her last day of employment will be February 17, 2026.

Ms. Breitenfeldt has worked for the City of South St. Paul for ten years. Prior to joining the City, she was employed by the South St. Paul Housing and Redevelopment Authority (SSPHRA) and played a key role in the transition when the SSPHRA was absorbed into the City. The City thanks Ms. Breitenfeldt for her years of dedicated service to both the City of South St. Paul and the SSPHRA and wishes her the very best in her well-deserved retirement.

Staff requests that the City Council formally accept Ms. Breitenfeldt's letter of retirement and authorize staff to proceed with the recruitment process to fill the resulting vacancy. The Housing Office Specialist position is part of the AFSCME bargaining unit. The job description for this position has been revised slightly (attached), and the pay and benefits remain in accordance with the applicable collective bargaining agreement.

SOURCE OF FUNDS
HRA Budget

ATTACHMENTS
1. Breitenfeldt, Deb_Resignation Notice_12312025_Redacted
2. HRA_Housing Office Specialist_FINAL_012026

Debra Breitenfeldt
Office Specialist Public Housing
[redacted]

December 31, 2025

Dear Ryan,

I am writing to formally resign from my position in HRA Public Housing as Office Specialist effective **February 17, 2026.**

This was not an easy decision but is time to retire and enjoy life. Best thing about retiring is no more dealing snowy roads and cold I can just stay home and be warm.

I am sincerely grateful for the opportunities and support I have received during my time working here in varies positions over the years with the city. As Public Housing for Seniors Office Specialist, I have learned a great deal and truly value the experience and professional growth I have gained while working with our team. I especially enjoyed working with our seniors over the years.

I am committed to ensuring a smooth transition and am happy to assist with training a replacement or transferring my responsibilities in the coming weeks. Just know if you need fill in for short term, I would be happy to help anytime.

Thank you once again for the opportunity to be part of City of South St Paul and HRA. I wish you and the entire team continued success.

Sincerely,
Debbie Breitenfeldt

Cc: Shelly Anderson
Tiffany Greene

Job Title: Housing Office Specialist
Department: HRA
Reports To: Housing Programs Administrator
Revised: January 2026

Bargaining Unit: AFSCME
FLSA Status: Non-Exempt
Employment Status: Full-time

Position Summary

The Housing Office Specialist is responsible for administrative office duties for the Public Housing High-Rise buildings in compliance with the Department of Housing and Urban Development (HUD) regulations, Minnesota Housing and Fair Housing regulations, and HRA policies. This position provides administrative support in areas of rent processing, tenant accounts, waitlists, eligibility determinations, certifications, and resident communications while providing high-quality customer service to residents and applicants.

Essential Duties and Responsibilities

Administrative & Customer Service Functions:

- Answer phones, respond to messages, and provide front-line customer service to residents and applicants.
- Respond to tenant and applicant inquiries, complaints, and requests in a professional, timely, and customer-focused manner.
- Use Yardi and other housing management systems to ensure accurate tracking of waitlists, certifications, rent, and occupancy.

Rent, Ledger, & Financial Processing:

- Post tenant payments, including rent, late fees, and debit payments.
- Assist with tracking and reconciliation of tenant ledgers, including security deposits, pet deposits, rent statements, and payment plans.
- Post monthly late fees, monitor delinquent rents, and issue late rent notices.
- Assist with preparation and issuance of termination notices and non-payment of rent letters in accordance with lease provision and HUD requirements.
- Process building, vendor, and program-related invoices and coordinate with finance staff and supervisor for payment and reconciliation.

Other Duties:

- Assist with the public housing waitlist, including applicant intakes, eligibility screening, and annual updates as needed.
- Assist with processing applicants from the waitlist through move-in, including verification of file completion and accurate data entry in Yardi.
- Assist with maintenance of accurate electronic and paper files for all applicants and residents.
- Attend required trainings to remain current on HUD regulations, program updates, and HRA policies.
- Perform other duties as assigned that are consistent with the scope and level of the position.

Required Knowledge, Skills, and Abilities

- Knowledge of HUD regulations and eligibility requirements.
- Ability to communicate effectively and professionally, both orally and in writing.
- Ability to establish and maintain effective working relationships with co-workers, residents, contractors, and the public.

- Ability to maintain accurate records.
- Ability to maintain confidentiality and handle sensitive information appropriately.
- Strong attention to detail, organizational skills, and ability to manage deadlines.

Minimum Qualifications

- High School diploma or equivalent; associate degree or relevant coursework desired.
- One (1) year of experience in public housing, affordable housing, or a related administrative field, or an equivalent combination of education and experience.
- Proficiency with Microsoft Office applications; property management or housing software (Yardi preferred) desired.

Preferred Qualifications

- Experience working with public housing, or other HUD-funded programs.
- Customer service experience in a housing or public-facing environment.

Conditions of Employment

- Employment is contingent upon a conditional offer and successful completion of a background check and pre-employment work physical.
- Compliance with City and HRA policies, procedures, and work rules.
- Employment with the City of South St. Paul is at-will, unless otherwise governed by collective bargaining agreement or applicable law.

Working Conditions and Physical Demands.

The physical demands described below are representative of those that must be met by an employee to successfully perform the essential functions of this position, with or without reasonable accommodation.

This position is primarily office-based work with prolonged periods of sitting, computer use, phone communication and interaction with residents in varied situations. The work typically involves standing, walking, speaking, or hearing, with minimal physical exertion. The position frequently requires sitting, balancing, stooping, kneeling, crouching, and reaching with hands and arms, as well as the use of a computer and associated equipment involving repetitive use of fingers, hands, and wrists. Occasionally, the position may require lifting of files or materials up to 20 pounds. Standard vision requirements apply. Vocal communication is necessary for expressing and exchanging ideas verbally, and hearing is required to perceive information at normal spoken word levels.

Equal Employment Opportunity Statement

The City of South St. Paul is an Equal Opportunity Employer. Employment decisions are made without regard to race, color, creed, religion, national origin, sex, sexual orientation, gender identity, marital status, disability, age, veteran status, or any other status protected by applicable federal, state, or local law. Reasonable accommodations will be made to enable qualified individuals with disabilities to perform the essential functions of this position.

Notice

The duties listed herein are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

CITY COUNCIL AGENDA REPORT

DATE:	February 2, 2026
DEPARTMENT:	City Administrator
PREPARED BY:	Ryan Garcia
AGENDA ITEM NUMBER:	8.F.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approve Reappointment of Dennis Wipperman as Public Member of the South Metro Fire Department Board of Directors

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Through Consent, Motion to Approve Resolution 2026-17

OVERVIEW
The Joint Powers Agreement (JPA) between West St Paul and South St Paul established the South Metro Fire Department (SMFD) with a five member Board of Directors, including two City Council members from each City. The fifth and "Public Member" cannot be an employee of either City or of the Fire Department; cannot be a resident of either City; and cannot have been employed in the fire service of any governmental unit. The JPA selection process for the Public Member requires the SMFD Board to forward three names to the City Councils and provides:

"Each City Council shall rank each nominee by the number one, two, or three in the order of its preference – where one (1) is the highest preference. If a nominee receives the same ranking on each list, that nominee shall be appointed. If more than one nominee receives the same ranking, the nominee with the highest ranking shall be appointed."

The official notice for the Board of Directors Public Member position was posted on the SMFD web site. At the close of the application period, only one application was received. The application received was from Dennis Wippermann. Mr. Wippermann is the current Public Board Member for SMFD and is seeking his seventh, two-year term beginning April 1, 2026. The SMFD Board listed Mr. Wippermann as their first preference, as a part of their January 2026 meeting.

Attached is a proposed Resolution 2026-17 which is consistent with the recommendation of the SMFD Board

SOURCE OF FUNDS
The $100 monthly stipend paid to SMFD Board members is an included expense in the SMFD annual budget.

ATTACHMENTS

1. Resolution 2026-17

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026 – 17

REAPPOINTING DENNIS WIPPERMANN AS THE PUBLIC MEMBER ON THE SOUTH METRO FIRE BOARD (SMFD)

WHEREAS, the South Metro Fire Department (SMFD) is a joint powers entity created by the Cities of West St. Paul and South St. Paul; and

WHEREAS, the governing body of the South Metro Fire Department comprises two members from each City Council and one public member; and

WHEREAS, the term of the public member is two years and a new term will commence on April 1, 2026; and

WHEREAS, the SMFD Board received one application for the public member role; and

WHEREAS, pursuant to the Joint Powers Agreement, the Board approved the following name for consideration as the public member:

1. Dennis Wippermann.

WHEREAS, the West St. Paul and South St. Paul City Councils must rank the nominees in order of preference, with one (1) being the highest. If a nominee receives the same ranking on each list, then that nominee shall be appointed.

NOW, THEREFORE, BE IT RESOLVED that the South St. Paul City Council ranks the nominee in the following order:

1. Dennis Wippermann

Adopted this 2nd day of February, 2026

____
City Clerk

CITY COUNCIL AGENDA REPORT

DATE:	February 2, 2026
DEPARTMENT:	Airport
PREPARED BY:	Andrew Wall
AGENDA ITEM NUMBER:	8.G.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approve Lease for 225 Bravo Lane with Route One Aviation

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Approve as presented by consent.

OVERVIEW
The current owner of 225 Bravo Lane, Cadotte Aero, is selling his hangar to Shane Joyce of Route One Aviation. Airport staff have prepared a Non-Commercial Lease on the approved Lease form. The lease term will be for 10 years with two optional 10-year extensions.

SOURCE OF FUNDS
N/A

ATTACHMENTS
1. 225 Bravo Lease 2025 (Route One Aviation - Shane Joyce)

AIRPORT LAND LEASE AGREEMENT
[GROUND LEASE]
[Non-commercial]

CITY OF SOUTH ST. PAUL
[Landlord]

AND

ROUTE ONE AVIATION
[TENANT]

INDEX TO LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of the __2nd__ of __February__, 2026, between the City of South St. Paul, a municipal corporation of the State of Minnesota, ("Landlord") and Route One Aviation ("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 5, Block 9, Airport Rearrangement

according to the plat thereof on file and of record in the office of the Dakota County Recorder ("Leased Premises"), together with buildings and improvements, if any, located on the Leased Premises. Said Lease Premises has **8,562.0** 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 February 2, 2026 ("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 March first of each year** an annual rent ("Rent") as provided in Exhibit A, attached hereto and incorporated herein by reference. 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 1st 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 adjusted upward as of the first day of February of each year ("Adjustment Date") of the Lease Term and each year thereafter by three percent (3%) each year for the duration of the Lease Term as set forth in the attached Rent schedule on 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 First Extended Term or the Second Extended Term.

SECTION 5
USE OF LEASED PREMISES

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

_X_ Aircraft storage and uses customarily incidental to aircraft storage, including aircraft storage for rent

____ Other (specify) ______________________________

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

SECTION 6
CONDUCT OF OPERATIONS

6.1 In the conduct of their authorized activities on the Leased Premises and in the Airport, Tenant and any person or entity operating under any agreement with Tenant, shall furnish services on a fair, equal and non-discriminatory basis to all users thereof, and shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Tenant and those operating under agreement with Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

6.2 Tenant shall have the nonexclusive privilege to use the public portions of the Airport, including, without limitation, parking areas, taxiways and roads, subject to the rules and regulations which now exist or are hereafter enacted by Landlord regarding such use and subject to such usage charges as may be established by Landlord.

6.3 This Lease shall not be construed in any manner to grant Tenant, or those claiming under Tenant, the exclusive right to use any part of the Airport, except the Leased Premises.

SECTION 7
TENANT'S IMPROVEMENT OF THE LEASED PREMISES

7.1 Tenant agrees that any improvements constructed by Tenant upon the Leased Premises shall be constructed at no cost to Landlord.

7.2 The construction of all improvements on the Leased Premises and the improvements themselves must be built pursuant to the Building Standards Policy attached as Exhibit B, which is herein incorporated by reference.

7.3 Before commencing any erection, rebuilding, enlargement, extension or any other improvement 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.

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

7.5 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

OBLIGATIONS OF TENANT.

8.1 Tenant shall: 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 venturer 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 right to remove 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 without the prior written approval of Landlord, which approval may not be withheld if all of the conditions in Section 15.3 are met.

15.2 Assignment. Tenant may not, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease without the prior written consent of Landlord. 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 sublessee 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, Tenant 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 such failure to pay shall is not cured within five (5) days from the due date of the payment;

(ii) 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.

(iii) Tenant fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for ten (10) days after notice of default is given by the Landlord or Tenant shall have failed to commence the cure of such default within ten (10) days after such notice;

(iv) Notwithstanding the requirement contained in Section 18.1(iii) hereof relating to giving the Tenant a ten (10) 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 ten (10) 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.

(v) A petition to reorganize Tenant or for an arrangement of its unsecured debts is filed;

(vi) Tenant is adjudicated bankrupt;

(vii) A receiver or trustee of Tenant's property is appointed by any Court;

(viii) Tenant makes a general assignment for the benefit of creditors;

(ix) The entirety of Tenant's interest in Tenant's property shall be taken by garnishment, attachment, execution or other process of law; or

(x) 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]* 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, electronically, 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: Route One Aviation
Attn: Shane Joyce
9360 Inver Grove Trail
Inver Grove Heights, MN 55076
612-807-6888
shanejoyce@archermechanical.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

By: ______________________________
Name: James P. Francis
Title: Mayor

TENANTS:

By: ______________________________
Shane Joyce
Route One Aviation

Attest:

By: ______________________________
Name: Deanna Werner
Title: City Clerk

STATE OF MINNESOTA)
) ss. **Landlord Acknowledgment**
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ___day of _____________, 2026, by James P. Francis and Deanna Werner, the Mayor and the City Clerk of the City of South St. Paul, a Minnesota municipal corporation, on behalf of the corporation.

____
Notary Public

STATE OF MINNESOTA)
) ss. **Tenant Acknowledgment**
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _________, 2026, by Shane Joyce.

____
Notary Public

EXHIBIT A

RENT SCHEDULE

The Rent for the Leased Premises shall be as follows.

INITIAL LEASE TERM	RENT/ SQ.FOOT	ANNUAL RENT
February 1, 2026 – January 31, 2027	0.344	$2,945.33
February 1, 2027 – January 31, 2028	0.355	$3,039.51
February 1, 2028 – January 31, 2029	0.365	$3,125.13
February 1, 2029 – January 31, 2030	0.376	$3,219.31
February 1, 2030 – January 31, 2031	0.388	$3,322.06
February 1, 2031 – January 31, 2032	0.399	$3,416.24
February 1, 2032 – January 31, 2033	0.411	$3,518.98
February 1, 2033 – January 31, 2034	0.424	$3,630.29
February 1, 2034 – January 31, 2035	0.436	$3,733.03
February 1, 2035 – January 31, 2036	0.449	$3,844.34

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 _________* 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)

<u>Notes</u>

/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 COUNCIL AGENDA REPORT

DATE:	February 2, 2026
DEPARTMENT:	Public Works
PREPARED BY:	Howie Steenberg
AGENDA ITEM NUMBER:	8.H.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Purchase of a John Deere ZTrak (zero turn mower), Altoz TFZ (zero turn mower), and Cat. Loader Plow.

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Motion to approve the purchase of a John Deere Z955R EFI ZTrak, Altoz TFX 766i, and Falls Plow/ Wing from Midwest Machinery, Minnesota Equipment, and Ziegler in the amount of $92,170.81.

OVERVIEW
The Central garage fund has $94,000 for the purchase and replacement of two Zero Turn Mowers and a Falls Plow/Wing for the Caterpillar Loader.

- John Deere Z955R EFI ZTrak Sourcewell Contract # 112624-DAC $16,361.73
- Altoz TFX 766i Sourcewell Contract # 070821-ATZ $26,439.08
- Falls Plow / Wing MN DOT State Contract # 239130 $49,370.00

Staff have spent time reading specs, demoing, talking with dealer representatives and evaluating equipment needs. Staff recommends consideration of the purchase of a 2026 Z955R EFI ZTrac, 2026 Altoz TFX 766i. and the 2026 Falls Plow /Wing. from the State of Minnesota Government Contracts in the amount of $92,171.

The retiring mowers and plows will be sold at a public auction sometime after the city takes delivery of the new equipment.

SOURCE OF FUNDS
2026 Capital Improvement Plan/Central Garage Fund

ATTACHMENTS
1. Altoz

2. City of South St. Paul Falls 1.20.26
3. ssp z 2026 rev1

Prepared For

CITY OF SOUTH ST PAUL

400 RICHMOND ST E

SOUTH SAINT PAUL, MN 550755940

(651) 554-3208

HSTEENBERG@SOUTHSTPAUL.ORG

Prepared By

SHANE FISHER

Minnesota Equipment, Inc.

13725 Main Street

Rogers, MN 55374

763-204-1171

shanefisher@mnequip.com

Quote Id 1490665

Creation Date 13-Jan-2026

Expiration Date 20-Jan-2026

Rogers

MINNESOTA EQUIPMENT

JOHN DEERE

Prepared For	Prepared By	
CITY OF SOUTH ST PAUL 400 RICHMOND ST E SOUTH SAINT PAUL, MN 550755940 (651) 554-3208 HSTEENBERG@SOUTHSTPAUL.ORG	SHANE FISHER Minnesota Equipment, Inc. 13725 Main Street Rogers, MN 55374 763-204-1171 shanefisher@mnequip.com	**Quote Id** 1490665 **Creation Date** 13-Jan-2026 **Expiration Date** 20-Jan-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
Altoz TFX 766i - All Terrian Deck with TerraFlex Tracks	**$26,439.08**	**$26,439.08**	**1**	**$26,439.08**
Equipment Total				**$26,439.08**

Quote Summary	
Total Selling Price	$26,439.08
Sub-total	**$26,439.08**
Balance Due	**$26,439.08**

Salesperson : X ____________________ **Accepted By : X** ____________________

Selling Equipment

Quote #	1490665
Customer	CITY OF SOUTH ST PAUL

Altoz TFX 766i - All Terrian Deck with TerraFlex Tracks

QTY In Group : 1

Hours	- - -	Suggested List
Serial Number		$26,439.08
Stock Number	- - -	Selling Price
PUK Parent Serial #	- - -	$26,439.08

Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
1	Altoz TFX 766i - All Terrian Deck with TerraFlex Tracks ****Sourcewell Contract #070821-ATZ	1	$24,649.15	$24,649.15
Total Base / Options			**$24,649.15**	**$24,649.15**

Dealer Attachments

Code	Description	Qty	List Price	Adjusted Selling Price
	Rear Skid Plate	1	$49.95	$49.95
	Power Deck Lift	1	$1,350.00	$1,350.00
	Rear Receiver Hitch	1	$149.99	$149.99
	Slope Meter	1	$64.99	$64.99
	Straight Blade Kit	1	$175.00	$175.00
Total Dealer Attachments			**$1,789.93**	**$1,789.93**
Selling Price Subtotal				**$26,439.08**
Total Selling Price		**$26,439.08**		**$26,439.08**

WHY FINANCE WITH JOHN DEERE FINANCIAL?

Whether you're running a farm, managing a business, or maintaining your property, John Deere Financial is here to support you. With decades of experience and deep knowledge of John Deere equipment, we offer flexible financing solutions tailored to your needs, your goals, and your budget. From large-scale ag producers to commercial contractors to homeowners, we make it easier to own and operate the equipment you trust, with competitive rates and terms that work for you.

For generations, we've stood by our customers with reliable financing and long-term commitment. With John Deere Financial, your financing works as hard and reliably as your equipment, because we believe in building lasting relationships that grow with you.

CONVENIENT

- Multiple finance solutions for the products and services you need.
- Enjoy a seamless experience with eStatements, easy account management through My Financial Accounts, secure eSignature options, and fast approvals—saving you time and simplifying your financial life.

COMPETITIVE

- Customized solutions — help choosing the best financial mix to support your needs.
- Unmatched industry expertise.
- Tailored terms, flexible payments, and cost-effective maintenance plans.

COMMITTED

- Here for you in good times and in bad - we'll find solutions to keep you in your equipment and on track for future success.
- As a finance company owned and operated by John Deere, we are focused on products built by John Deere.

INSIGHTFUL

- Customer service team that thoroughly understands your industry and the challenges customers face.
- Financing solutions for real life.

SCAN HERE
To learn about our finance products.

SCAN HERE
To apply online today!

CR0112214 Litho in U.S.A. (25-09)

28456-03

January 20, 2026

CITY OF SOUTH ST PAUL
400 RICHMOND ST E
SOUTH SAINT PAUL, MN 55075-5940

Howie Steenberg,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration per MN DOT State Contract # 239130.

Falls Model: **PR-1243 Plow**
LLDL-10A Wing

This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Matt DuCette
Territory Manager
612.554.1540 (c)

Falls Model: Plow & Wing

- PR-1243-RC-E2-TE-MS REV – 12’ reversible angle plow. 43” moldboard height, standard cutting edges, trip edge, Cat Yellow, reinforced A frame, rubber flap
    - Fusion hooks
    - Reuse Stucchi quick connector – plow - two for reversible plow & two for wing toe cylinder

- LLDL-10A - 10’ cutting edge wing, 30” moldboard, dual cylinder control, front mount/front lift mounted
    - Hydraulic buffer brace
    - Reuse Stucchi quick connector – wing - 4 port for side of wing behind front tire (two for wing heal cylinder and two for hydraulic buffer brace)
- Freight to Falls
- Ziegler supplied hydraulics
- Front mount/Front lift

Total	**$49,370**

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- ☐ Vendor: Deere & Company 2000 John Deere Run Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

SPEIRS BRUCE

Midwest Machinery Co. 12040 Point Douglas Dr South
Hastings, MN 55033

Tel: 651-437-7747
Mobile Phone: 651-319-2547
Fax: 651-437-3483
Email: bspeirs@mmcjd.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 33637934

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Midwest Machinery Co.
12040 Point Douglas Dr South
Hastings, MN 55033
651-437-7747
sales@mmcjd.com

Prepared For:

CITY OF SOUTH ST PAUL

Proposal For:

Delivering Dealer:
SPEIRS BRUCE

Midwest Machinery Co.
12040 Point Douglas Dr South
Hastings, MN 55033

651-437-7747
sales@mmcjd.com

Quote Prepared By:
SPEIRS BRUCE
651-319-2547
bspeirs@mmcjd.com

Date: 13 January 2026

Offer Expires: 27 January 2026

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):	ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Deere & Company	Midwest Machinery Co.
2000 John Deere Run	12040 Point Douglas Dr South
Cary, NC 27513	Hastings, MN 55033
FED ID: 36-2382580	651-437-7747
UEID: FNSWEDARMK53	sales@mmcjd.com

Quote Summary

Prepared For:
CITY OF SOUTH ST PAUL
400 RICHMOND ST E
SOUTH SAINT PAUL, MN 55075
Business: 651-554-3208
Mobile: 651-554-3225
HSTEENBERG@SOUTHSTPAUL.ORG

Delivering Dealer:
Midwest Machinery Co.
SPEIRS BRUCE
12040 Point Douglas Dr South
Hastings, MN 55033
Phone: 651-437-7747
Mobile: 651-319-2547
bspeirs@mmcjd.com

Quote Id:	33637934
Created On:	13 January 2026
Last Modified On:	14 January 2026
Expiration Date:	27 January 2026

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE Z955R EFI ZTrak	$ 21,249.00	$ 16,361.73	X	1	=	$ 16,361.73

Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)
Price Effective Date: January 12, 2026

Equipment Total **$ 16,361.73**

Trade In Total **$ 0.00**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 16,361.73
Trade In	
SubTotal	**$ 16,361.73**
Total	$ 16,361.73
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 16,361.73**

Salesperson: X_____________ **Accepted By: X**_____________

Selling Equipment

Quote Id: 33637934 **Customer Name:** CITY OF SOUTH ST PAUL

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Midwest Machinery Co.
12040 Point Douglas Dr South
Hastings, MN 55033
651-437-7747
sales@mmcjd.com

JOHN DEERE Z955R EFI ZTrak

Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)

Price Effective Date: January 12, 2026

Suggested List *
$ 21,249.00
Selling Price *
$ 16,361.73

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2593TC	Z955R EFI ZTrak	1	$ 20,149.00	23.00	$ 4,634.27	$ 15,514.73	$ 15,514.73
	Standard Options - Per Unit						
001A	United States/Canada	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1505	60 In. Mulch On Demand Mower Deck	1	$ 1,100.00	23.00	$ 253.00	$ 847.00	$ 847.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 1,100.00**		**$ 253.00**	**$ 847.00**	**$ 847.00**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 21,249.00**		**$ 4,887.27**	**$ 16,361.73**	**$ 16,361.73**

CITY COUNCIL AGENDA REPORT

DATE: February 2, 2026
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.I.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approve Assignment of Lease for 1810 Lysdale Lane

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Approve as presented by consent.

OVERVIEW
Lance Lemieux, as lessee, entered into a ground lease dated August 10, 2018 with the City of South St. Paul as lessor for Lot 6 Block 4, Airport Rearrangement 4th Addition, at South St. Paul Municipal Airport (the Lease); and Assignor desires to assign, and Assignee desires to assume the rights, duties, and liabilities of lessee under the Lease, subject to the consent of the lessor.

SOURCE OF FUNDS
N/A

ATTACHMENTS
1. Assignment of Lease 1810 Lysdale Lane 2-2-26

ASSIGNMENT OF LEASE

AGREEMENT Made as of the 2nd day of February, 2026 between Lance Lemieux ("Assignor") and At Home Acquisition and Development Services, LLC ("Assignee").

RECITALS

1. Lance Lemieux, as lessee, entered into a ground lease dated August 10, 2018 with the City of South St. Paul as lessor for Lot 6 Block 4, Airport Rearrangement 4th Addition, at South St. Paul Municipal Airport (the Lease); and
2. Assignor desires to assign, and Assignee desires to assume the rights, duties, and liabilities of lessee under the Lease, subject to the consent of the lessor.

ASSIGNMENT

In consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns the lessee's interest under the Lease to the Assignee effective as of the 2nd day of February, 2026 for the balance of the term of the Lease, subject to the consent of the Lessor.

Assignee assumes all rights and duties required of Assignor under the Lease, including all payments required thereby, and shall comply with all terms and conditions of the Lease.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year above.

ASSIGNOR:

____

Lance Lemieux

ASSIGNEE (S):

____

Tim Steil
At Home Acquisition and
Development Services, LLC

CONSENT OF LESSOR TO ASSIGNMENT OF LEASE AND TRASFER OF HANGAR

The City of South St. Paul, lessor in the Lease, consents to the above assignment by the Assignor to the Assignee, including the terms and conditions thereof and the separate transfer of the hangar structure itself to Assignee, by separate Bill of Sale dated January 1, 2026.

CITY OF SOUTH ST. PAUL

By:______________________________
Its Mayor, and

By:______________________________
Its City Clerk

CITY COUNCIL AGENDA REPORT

DATE:	February 2, 2026
DEPARTMENT:	Airport
PREPARED BY:	Andrew Wall
AGENDA ITEM NUMBER:	8.J.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approve Agreement with SEH for the Airfield Pavement Maintenance Project at Fleming Field

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Approve as presented by consent.

OVERVIEW
This project includes crack and joint sealing on the airfield pavements that are west of Runway 16/34 at the South St. Paul Municipal Airport. The pavement area includes Taxiway B, the west partial parallel to Runway 16/34 (2,600' x 40') and the public-use taxi lanes serving the west hangar development area. All pavements were constructed in 2007 and require rehabilitation. The project aims to extend the useful life of the pavement by preventing water infiltration and further deterioration. Routine pavement maintenance is recommended every 3-5 years to preserve the condition of the pavements and increase their useful life. This aligns with the FAA's objective of maintaining a fully functional taxiway or apron with extended useful life.

Because of recent federal legislation, the funding rates are as follows; FAA - 95%, State - 2.5%, Local - 2.5%.

Design project cost breakdown

Total Project Cost - $23,200
FAA - $22,040
MNDOT - $580
City of South St. Paul - $580

SOURCE OF FUNDS
Capital Improvement Fund

ATTACHMENTS
1. SEH Proposal - 2026 Airfield Pvmnt Maint (West) - FD + CA

Request for Services (RFS)
South St. Paul Airport – Fleming Field
No. 2026-1
Between

The City of South St. Paul (Owner) and
Short Elliott Hendrickson Inc. (SEH) (Consultant) **Dated: Monday, February 2nd, 2026**

South St. Paul Airport – Fleming Field
2026 Airfield Pavement Maintenance – Final Design, Quotation, & Construction Administration

This RFS includes Final Design and Construction Administration for the 2026 Airfield Pavement Maintenance project at the South St. Paul Municipal Airport.

The contract provisions included in the Master Agreement (dated June 20, 2023) between the City of South St. Paul and SEH remain in effect for this work order.

The estimated start date is February 9, 2026; the estimated end date is December 31, 2026.

Compensation by the Owner to the Consultant shall be a lump sum amount of **$23,200.**

A description of the services to be provided is included in Attachment A.

A detailed estimate of fees and expenses are included in Attachment B.

Point of Contact: Kyle Nelson

APPROVED:

City of South St. Paul

____

Title:________________________

Date:________________________

____

Title:________________________

Date:________________________

Short Elliott Hendrickson Inc.

____

Title: Regional Practice Center Leader

Date: January 28, 2026

ATTACHMENT A

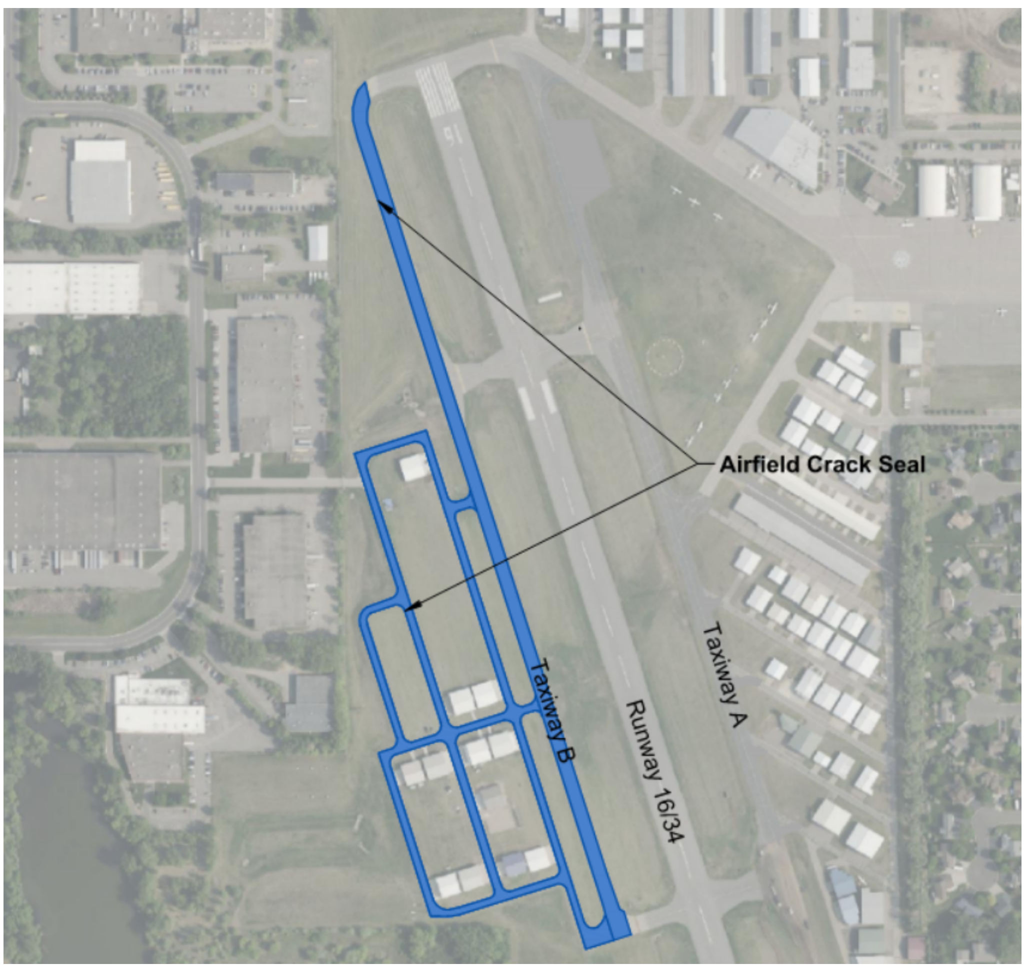
PROPOSAL FOR ENGINEERING DESIGN SERVICES

2026 AIRFIELD PAVEMENT MAINTENANCE (WEST)
SOUTH ST. PAUL MUNICIPAL AIRPORT
CITY OF SOUTH ST. PAUL, MINNESOTA

PROJECT SCOPE:
This project includes crack and joint sealing on the airfield pavements that are west of Runway 16/34 at the South St. Paul Municipal Airport. The pavement area includes Taxiway B, the west partial parallel to Runway 16/34 (2,600' x 40') and the public-use taxi lanes serving the west hangar development area. All pavements were constructed in 2007 and require rehabilitation.

The project aims to extend the useful life of the pavement by preventing water infiltration and further deterioration. Routine pavement maintenance is recommended every 3-5 years to preserve the condition of the pavements and increase their useful life. This aligns with the FAA's objective of maintaining a fully functional taxiway or apron with extended useful life, as outlined in Tables H-4 and I-4 of the Handbook.

According to Table 3-3 of the AIP Handbook, "performing spall repair, crack sealing, or repair of a small portion of the total taxiway, runway or apron pavement" is considered maintenance and is eligible at nonhub primary airports or nonprimary airports with appropriate justification.



SCOPE OF SERVICES:
Services to be provided are described below and include design & construction administration services. Deliverables will include final plans and specifications, as well as construction administration, for a 2026 construction project.

Preliminary and Final Design:

1. Project Formulation: Completion of the project and grant pre-application. Completion of an analysis to review different alternatives and preparation of cost breakdowns and eligibility determinations. The required environmental categorical exclusion (CATEX) checklist and letter will also be submitted to the FAA for approval.

2. Engineer's Design Report (EDR): An engineer's design report will be completed per FAA requirements. An initial draft version of the EDR will be completed and sent to the FAA for review and comments. Comments provided by the FAA will be addressed and resubmitted as the final design report.

3. Crack Repair - Quotation Package: Development of a quotation package that will include general conditions, quote form, contract, wage rate requirements, technical specifications, and drawings showing the scope of work and necessary details. The quotation package will be direct mailed to a minimum of three (3) qualified contractors.

4. Construction Safety Plan/Airspace Analysis: A construction safety and phasing plan (CSPP) will be prepared for the Project and submitted to the FAA. A construction safety plan narrative (CSPN) and an airspace analysis for construction will also be submitted with the CSPP.

5. Quality Control Review: Complete quality control review and final review of plans and specifications.

6. Quoting and Award: Provide support to the City during the quoting and award process, including providing clarifications to quoters, and issue addenda as needed. Assist the City with obtaining construction quotes for the project, including opening the quotes and tabulating results. Provide a recommendation of award of contractor to the City and assist with requesting an FAA grant for the project.

7. Project Management: Overall administration of the project, including internal and external meetings, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required. As well as preparing monthly invoices.

Construction Observation, Administration, and Project Closeout:

1. Construction Observation / Final Inspection: SEH will provide daily construction observation for the project. A Resident Project Representative (RPR) will be on-site to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and progress reports. A final inspection will be conducted by the RPR with the contractor prior to project acceptance.

2. Pay Estimates: SEH will prepare one pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.

3. FAA Closeout Report: The Consultant will prepare a "Project Closeout Report" as required by the FAA by using the "Sponsors Guide to Quality Project Closeout Report Requirements" (FAA Publication).

4. Project Management: Overall administration of the construction phase of the project, including internal and external meetings, project oversight, and coordination and communication with the Sponsor, MnDOT, and the FAA.

PROJECTED SUBMITTAL DATES:
The anticipated submittal dates are:

February 2, 2026	Council considers design contract for approval
February – March 2026	Preliminary & Final Design
March 10, 2026	Send quote package out to qualified contractors.
March 31, 2026	Open quotes and award recommendation
April 6, 2026	Council considers contractor award recommendation for approval
April 2026	Grant application submittal
Summer 2026	Construction Observation & Administration

ATTACHMENT B
ESTIMATED FEES AND EXPENSES
2026 AIRFIELD PAVEMENT MAINTENANCE (WEST)
FINAL DESIGN & CONSTRUCTION ADMINISTRATION
SOUTH ST. PAUL MUNICIPAL AIRPORT
CITY OF SOUTH ST. PAUL, MINNESOTA

Task No.	Task Description	Principal	Project Manager	Project Engineer	Administrative Assistant
Final Design					
1.	Project Formulation	1	2	6	
2.	Engineer's Design Report (EDR)		2	4	1
3.	Quotation Package		6	16	4
4.	Construction Safety Plan/Airspace Analysis		2	4	
5.	Quality Control Review	2	4	2	
6.	Quoting and Award		2	2	2
7.	Project Management	1	6		4
Construction Observation, Administration, and Project Closeout					
1.	Construction Observatoin / Final Inspection		8	40	
2.	Pay Estimates		2		1
3.	FAA Closeout Report	1	2		4
4.	Proejct Management - Construction	1	6		
	Total Hours per Labor Category	6	42	74	16

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	6	$84.69	$508.14
Project Manager	42	$57.48	$2,414.16
Project Engineer	74	$40.26	$2,979.24
Administrative Assistant	16	$36.62	$585.92

Total Direct Labor Costs:	138		$6,487.46
Direct Salary Costs plus Overhead			$12,396.24
Total Labor Costs			**$18,883.70**
Fixed Fee on Labor Cost (15%)			**$2,832.56**

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	600	$0.72	$432.00
Daily Auto Allowance	6	$16.00	$96.00
Computer Charge	138	$6.00	$828.00
Reproductions / Miscellaneous	1	$100.00	$100.00

Total Expenses **$1,456.00**

SUMMARY:

Total Labor Costs + Expenses $23,172.26

Estimated Total **$23,200.00**

EXHIBIT B

FAA CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including

employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance: In** the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

COPELAND "ANTI-KICKBACK" ACT

Consultant must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Consultant and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONSULTANTS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

Contract Assurance (49 CFR § 26.13)

The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [30 days from the receipt of each payment the prime Consultant receives from the City of South St. Paul.]. The prime Consultant agrees further to return retainage payments to each subcontractor within 30days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of South St. Paul. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime Consultant must not terminate a DBE subcontractor (or an approved substitute DBE firm) without prior written consent of City of South St. Paul. This includes, but is not limited to, instances in which the prime Consultant seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains written consent.]. Unless City of South St. Paul consent is provided, the prime Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if City of South St. Paul agrees, for reasons stated in the concurrence document, that the prime Consultant has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to City of South St. Paul its request to terminate and/or substitute a DBE subcontractor, the prime Consultant must give notice in writing to the DBE subcontractor, with a copy to City of South St. Paul], of its intent to request to terminate and/or substitute, and the reason for the request.

The prime Consultant must give the DBE five days to respond to the prime Consultant's notice and advise [Name of Recipient] and the Consultant of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of South St. Paul should not approve the prime Consultant's action. If required in a particular case as a matter of public necessity (e.g., safety), City of South St. Paul may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Consultant and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The Consultant has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Consultant can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

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CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (☐) is not (☒) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is (☐) is not (☒) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
    1. Perform the services within the time specified in this contract or by Owner approved extension;
    2. Make adequate progress so as to endanger satisfactory performance of the Project; or
    3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

    Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

CITY COUNCIL AGENDA REPORT

DATE:	February 2, 2026
DEPARTMENT:	Airport
PREPARED BY:	Andrew Wall
AGENDA ITEM NUMBER:	8.K.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approve Agreement with SEH for the Xcel Energy Gas Line Relocation Project at Fleming Field

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

OVERVIEW
Xcel Energy, with support from the City of South St. Paul, is planning to reconstruct and realign a portion of their 12" gas main pipeline on the north side of the airport. The existing gas line in this location will be retired or removed as applicable. The City has coordinated with the FAA to determine that the work will occur within the FAA's zone of interest. The intent of this scope of work is to assist the City with the coordination and submittal requirements for the FAA action items that will be required with the proposed gas line relocation and land use change on airport property. Major work elements include NEPA coordination, airport planning document updates, a land use change request, and easement coordination with the FAA. Additionally, SEH will provide support with specific construction items such as coordinating the construction safety and phasing plan (CSPP) approval with the FAA, along with the submission of required airspace study elements.

The land use designation change will follow all applicable guidelines of the FAA Reauthorization Act of 2024, Public Law 118-63 Section 743 and FAA Order 5190.6B, FAA Airport Compliance Manual.

Project Deliverables:
• Land Use Change Request Memorandum
• NEPA Documentation
• Airport Layout Plan (ALP) pen and ink change and Exhibit A Map Update
• Construction Safety Phasing Plan (CSPP) review and recommendations

Project costs are as follows.

- Land use and NEPA support tasks - $18,700
- Construction Safety & Phasing plan development support - $13,600

- Total proposal cost - $32,300

Xcel Energy has agreed to reimburse the City for the costs associated with this project.

SOURCE OF FUNDS
Airport Capital Fund

ATTACHMENTS
1. SEH Proposal - Xcel Gasline Support (NEPA Land Use CSPP)_signed

Request for Services (RFS)
South St. Paul Airport – Fleming Field
No. 2026-2
Between

The City of South St. Paul (Owner) and
Short Elliott Hendrickson Inc. (SEH) (Consultant) **Dated: Monday, February 2nd, 2026**

South St. Paul Airport – Fleming Field
2026 Airport Property – Land Use Designation & Documented CATEX for Proposed Gasline Relocation

This RFS includes services to support the City of South St. Paul with required FAA action items to facilitate an Xcel Energy gas line relocation at the South St. Paul Municipal Airport.

The contract provisions included in the Master Agreement (dated June 20, 2023) between the City of South St. Paul and SEH remain in effect for this work order.

The estimated start date is February 9, 2026; the estimated end date is July 31, 2026.

Compensation by the Owner to the Consultant is summarized in attachments B-1 & B-2. Attachment B-1 includes a Lump Sum of $18,700 for Land Use and NEPA support tasks. Attachment B-2 items will be billed as actual cost (time & materials), up to $13,600 for Construction Safety & Phasing plan development support. The total estimated fee for is **$32,300.**

A description of the services to be provided is included in Attachment A.

A detailed estimate of fees and expenses are included in Attachments B-1 & B-2.

Point of Contact: Matt Stewart

APPROVED:

City of South St. Paul

____

Title:________________________

Date:________________________

____

Title:________________________

Date:________________________

Short Elliott Hendrickson Inc.

Shawn McMahon

Digitally signed by Shawn McMahon
DN: C=US, E=smcmahon@sehinc.com, O=SEH, OU=SEH, CN=Shawn McMahon
Date: 2026.01.27 12:11:46-06'00'

Title: Regional Practice Center Leader

Date: January 28, 2026

ATTACHMENT A

PROPOSAL FOR PLANNING & LAND SERVICES
2026 AIRPORT PROPERTY – LAND USE DESIGNATION AND DOCUMENTED CATEGORICAL EXCLUSION (CATEX) FOR PROPOSED GAS LINE RELOCATION
SOUTH ST. PAUL MUNCIPAL AIRPORT (SGS)
SOUTH ST. PAUL, MINNESOTA

PROJECT OVERVIEW:

Xcel Energy, with support from the City of South St. Paul, is planning to reconstruct and realign a portion of their 12" gas main pipeline on the north side of the airport. The existing gas line in this location will be retired or removed as applicable. The City has coordinated with the FAA to determine that the work will occur within the FAA's zone of interest. The intent of this scope of work is to assist the City with the coordination and submittal requirements for the FAA action items that will be required with the proposed gas line relocation and land use change on airport property. Major work elements include NEPA coordination, airport planning document updates, a land use change request, and easement coordination with the FAA. Additionally, SEH will provide support with specific construction items such as coordinating the construction safety and phasing plan (CSPP) approval with the FAA, along with the submission of required airspace study elements.

The land use designation change will follow all applicable guidelines of the FAA Reauthorization Act of 2024, Public Law 118-63 Section 743 and FAA Order 5190.6B, *FAA Airport Compliance Manual*.

Project Deliverables:

- Land Use Change Request Memorandum
- NEPA Documentation
- Airport Layout Plan (ALP) pen and ink change and Exhibit A Map Update
- Construction Safety Phasing Plan (CSPP) review and recommendations

SCOPE OF SERVICES:

Study Element 1: Project Initiation, Meetings, Coordination, and Administration

Task 1.1 – Project Scoping and Contract Development – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the City and the FAA to develop the appropriate work scope, define tasks, lines of communication and establish project goals and objectives. Project fees will be prepared using the final Scope of Work. An agreement will be developed from the Final Scope of Work and approved fees.

Task 1.2 – Meetings – SEH will maintain continuous contact with the City and the FAA through e-mail, regular mail, phone, working papers, and deliverables. The City and the FAA will have the opportunity to review and comment on the project deliverables. This task includes time to prepare, coordinate, meet, and build consensus. Up to three (3) virtual meetings are included in this task. Up to two SEH staff members will attend each meeting. This task also includes SEH attending up to five virtual (5) meetings with Xcel Energy and Airport staff. These meetings will be to discuss project specifics, construction impacts to the airport, construction safety and phasing plan reviews, and 7460 submittal reviews. These meetings will be estimated to be up to one (1) hour per meeting.

Task 1.3 – Project Administration – SEH will provide project administration and management services as required to complete the project within the conditions of this agreement. Administration and management duties will include preparation of a budget and schedule, holding internal project meetings to monitor progress and budget, and preparing monthly invoices.

Task 1.4 – Quality Assurance and Control – SEH will implement and carry-out internal quality control for the project. An independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project, SEH will be responsible for draft and final proof-reading, final word processing, editing, graphics, reports and other products included in this Scope of Work.

Deliverables: Project scope, agreement, and meetings.

Study Element 2: Land Release Process

Task 2.1 – Land Use Change Request Memorandum

- This task includes developing a memo demonstrating the need for the land release per FAA Order 5190.6B, Chapter 22. The written memo will include:
  - All obligating agreement(s) with the United States.
  - The type of release or modification requested.
  - Reasons for requesting the release, modification, reformation or amendment.
  - The expected use or disposition of the property or facilities.
  - The facts and circumstances that justify the request.
  - The requirements of state or local law, which the FAA Airports District Office or regional office will include in the language of the approval document if it consents to, or grants, the request.
  - The involved property or facilities.
  - A description of how the City acquired or obtained the property.
  - The present condition and present use of any property or facilities involved.
- Exhibits included with the written request:
  - Drawings – scaled drawings showing all airport property and airport facilities that are currently federally obligated by agreements with the United States. This does not include the ALP update.

Task 2.2 – Airport Layout Plan Pen and Ink Change – SEH will update the approved Airport Layout Plan (ALP) as the proposed easement and land use change are not currently shown on the ALP.

Task 2.3 – Environmental Documentation – A Categorical Exclusion (CatEx) is required to be completed and approved prior to the relocation of the gas line. SEH staff will prepare a Documented CatEx for the land use designation change. SEH staff will review all environmental categories included in FAA Order 1050.1 (current edition), *Environmental Impacts: Policies and Procedures.* No field work is included in this Scope of Work. SEH will submit the CatEx to the FAA for review and approval.

Task 2.4 – Exhibit A Update – SEH will update the Exhibit A Property Map to add the recorded easement of the relocated gas pipeline to the approved Exhibit A Property Map.

Deliverables: Land Use Change Request Memorandum, Airport Layout Plan (ALP) pen and ink change, Documented CatEx, Exhibit A Property Map Update

Study Element 3: Construction Safety & Phasing Plan, 7460 Review, and Field Support

Review elements to be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, Airport Design, 150/5370-2, Operational Safety - Construction, will be utilized in the reviews and assistance Specific tasks included with this work element include:

Task 3.1 Review of Current Documents – SEH will spend up to four (4) hours reviewing the current contractor issued plan set to gain an understanding of the current design of the force main project.

Task 3.2 Construction Safety & Phasing Plan Review – SEH will review up to five (5) Construction Safety & Phasing Plans (CSPP) submitted by Xcel Energy. These reviews will be estimated to be up to three (3) hours per review and will include redline comments for consideration. Additionally, these reviews will include recommendations for the CSPP documents, including phasing considerations, closures, and inclusion of a safety plan compliance narrative (SPCN). This will include reviewing up to five (5) Points of Interest (POI) submitted by Xcel Energy. These reviews are estimated to be up to one (1) hour per review and will include redline comments for considerations. Additionally, these reviews will include recommendations for the POI documents.

Task 3.3 FAA and MnDOT Coordination – SEH will assist Xcel Energy and their representatives with coordination efforts involving the FAA and MnDOT Office of

Aeronautics. This task includes correspondence only and addressing questions from either agency.

Task 3.4 7460-1 Submittal Assistance (OE/AAA) –This task will include review of the full submittal into OE/AAA prior to submission, along with review of the point cases that will be submitted. It is expected Xcel Energy will submit the package and points into OE/AAA.

Task 3.5 Plan Revisions Reviews and/or Addressing Comments – SEH will assist Xcel Energy and their representatives with addressing comments provided back from FAA on the 7460 Submittal into OE/AAA. This task includes providing explanation of the Non-Rulemaking Airport (NRA) aeronautical study letter by the FAA and how to incorporate the information into construction.

Task 3.6 Field Support and Construction Administration – SEH will provide limited field support during construction, as requested by the City or Xcel Energy, to provide airport engineering oversight, review field staked locations, airfield closure coordination, CSPP implementation, or other field tasks as requested. This task will include no more than four (4) site visits for a maximum of four (4) hours each.

Excluded services: The following tasks are excluded from this scope of services.

- Land Surveying and drafting of legal descriptions
- In person meetings – all meeting for this project will be done virtually

ESTIMATED FEES AND EXPENSES
ATTACHMENT B-1

LAND USE DESIGNATION AND DOCUMENTED
CATEGORICAL EXCLUSION (CATEX) FOR PROPOSED GAS LINE RELOCATION
SOUTH ST. PAUL MUNICPAL AIRPORT

Task No.	Task Description	Senior Project Manager	Project Planner	Graduate Planner	Project Engineer	Environmental Scientist	Professional Land Surveyor	Administrative Assistant / Accounting
Study Element 1: Project Initiation, Meetings, Coordination, & Admin								
1.1	Project scoping and contract development	1	2					2
1.2	Meetings (a total of 7)	5	7					
1.3	Project Administration		6					4
1.4	Quality Assurance and Control	8						
Study Element 2: Land Release Process								
2.1	Project Memo Write Up		3	12	2			1
2.2	Airport Layout Plan Pen and Ink Change		4	12				
2.3	Environmental Documentation		1	8		10		
2.4	Exhibit A Update	2		4			8	
Total hours per labor category		16	23	36	2	10	8	7

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Senior Project Manager	16	$84.69	$1,355.04
Project Planner	23	$57.33	$1,318.59
Graduate Planner	36	$40.59	$1,461.24
Project Engineer	2	$57.48	$114.96
Environmental Scientist	10	$44.80	$448.00
Professional Land Surveyor	8	$48.52	$388.16
Administrative Assistant / Accounting	7	$46.89	$328.23

Total Direct Labor Costs:	102	$5,414.22
General, Salary and Administrative Overhead		$10,345.49
Total Labor Costs		**$15,759.71**
Fee (15%)		**$2,363.96**

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Equipment Usage	102	$6.00	$612.00

Total Expenses	**$612.00**
Total (Labor Costs + Fee + Expenses)	$18,735.67

SUMMARY:

Estimated Total	**$18,700.00**

ESTIMATED FEES AND EXPENSES
ATTACHMENT B-2

CONSTRUCTION SAFETY & AIRSPACE REVIEW SUPPORT FOR PROPOSED GAS LINE RELOCATION

SOUTH ST. PAUL MUNICPAL AIRPORT

Task No.	Task Description	Senior Project Manager	Project Planner	Graduate Planner	Project Engineer	Environmental Scientist	Professional Land Surveyor	Administrative Assistant / Accounting
Study Element 3: Construction Safety & Phasing Plan and 7460 Assistanc								
3.1	Review of Current Documents		4					
3.2	Construction Safety & Phasing Plan Reviews (Assume 5 Total @ 3	5	17		4			
3.3	FAA/BOA Coordination	2	4					
3.4	7460 Submittal Assistance (OE/AAA)	2	4					
3.5	Plan Revisions Reviews and/or Addressing Comments	2	4					
3.6	Field Support and Construction Adminsitration				16			
Total hours per labor category		11	33	0	20	0	0	0

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Senior Project Manager	11	$84.69	$931.59
Project Planner	33	$57.33	$1,891.89
Graduate Planner	0	$40.59	$0.00
Project Engineer	20	$57.48	$1,149.60
Environmental Scientist	0	$44.80	$0.00
Professional Land Surveyor	0	$48.52	$0.00
Administrative Assistant / Accounting	0	$46.89	$0.00

Total Direct Labor Costs:	64	$3,973.08
General, Salary and Administrative Overhead		$7,591.76
Total Labor Costs		**$11,564.84**
Fee (15%)		**$1,734.73**

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Equipment Usage	64	$6.00	$384.00

Total Expenses	**$384.00**
Total (Labor Costs + Fee + Expenses)	$13,683.57

SUMMARY:

Estimated Total	**$13,600.00**

CITY COUNCIL AGENDA REPORT

DATE:	February 2, 2026
DEPARTMENT:	Human Resources
PREPARED BY:	Shelly Anderson
AGENDA ITEM NUMBER:	8.L.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approval of Job Description and Pay Range - Building Inspector/Code Enforcement Position

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Approval of Job Description and Pay Range – Building Inspector/Code Enforcement Position

OVERVIEW
The 2026 Budget includes funding for a new Building Inspector/Code Enforcement position. This position was approved in response to the increasing volume of building inspections and the growing need for additional staff capacity in this area.

The Building Inspector/Code Enforcement position will support the City's expanding inspection workload while also strengthening the City's proactive code enforcement efforts. In addition, this role will assist with investigations and complaints related to the structural integrity and habitability of rental properties, helping ensure safe and well-maintained housing throughout the community.
This position will be an exempt position within the AFSCME bargaining unit. The proposed salary range is $71,926 to $94,640, consistent with comparable positions and aligned with the responsibilities of the role. The job description for this position is attached for Council review.

Staff recommends that the City Council approve the job description and salary range for the new Building Inspector/Code Enforcement position and authorize staff to begin the recruitment process to fill this position.

SOURCE OF FUNDS
Department Budget

ATTACHMENTS
1. Comm Dev_Building Inspector-Code Enforcement_FINAL_012026

Job Title: Building Inspector/Code Enforcement
Department: Community Development
Reports To: Chief Building Official
Revised:

Bargaining Unit: AFSCME
FLSA Status: Exempt
Employment Status: Full-time

Position Summary

Under the general supervision of the Chief Building Official, the Building Inspector / Code Enforcement position performs professional and technical work related to building inspections, plan review, and code enforcement to ensure compliance with the Minnesota State Building Code and applicable local ordinances. The position exercises independent judgment in the application and interpretation of codes and ordinances and provides technical assistance to contractors, property owners, and the public.

Essential Duties and Responsibilities

Building Inspection Duties:

- Review building permit applications and construction plans for compliance with the Minnesota State Building Code and applicable local ordinances.
- Conduct inspections of residential projects to verify compliance with approved plans, codes, and regulations.
- Identify code deficiencies, issue correction notices, and conduct follow-up inspections to verify compliance.
- Interpret and apply state and local codes, ordinances, and policies; provide guidance and clarification to contractors and property owners.
- Investigate building code complaints and take appropriate enforcement actions in accordance with established procedures.
- Flag construction projects that have been started without a required permit and coordinate the issuance of "stop work" orders with the Chief Building Official.
- Maintain accurate and complete records of inspections, permits, and enforcement actions using the City's electronic permitting and recordkeeping system.
- Provide coverage at the service counter and by phone with assisting with intake and/or issuing of permits, scheduling inspections, and responding to inquiries from residents, contractors, and developers as needed.

Code Enforcement Support:

- Assist the Code Enforcement Officer in investigating complaints related to nuisance buildings that require exterior and/or interior inspections by a trained building inspector.
- Support the City's proactive code enforcement program while out in the field. Drop off door hangars at properties that violate certain ordinances related to safety and curb appeal. Monitor these properties to confirm that the code violation is resolved and notify the Code Enforcement Officer if a violation is not able to be resolved via the door hangar program.
- Assist the City Clerk in investigating code enforcement complaints related to the structural integrity and habitability of rental properties.
- Assist the City Clerk in interpreting rental inspection reports submitted by third-party licensed housing evaluators if there are code issues that require guidance.

- Provide occasional backup to the Code Enforcement Officer and Planning Manager by investigating miscellaneous code violation complaints and assisting with office tasks related to the administrative citation and nuisance abatement programs.

Communication and Coordination:

- Meet with property owners, tenants, contractors, and complainants to discuss code requirements, compliance options, and timelines.
- Prepare written notices, reports, and correspondence related to inspections and enforcement activities.
- Collaborate with other City departments and outside agencies to coordinate inspections and resolve compliance issues.
- Be an active participant on the Problem Property Team to address nuisance properties.

Other Duties:

- Assist in the development and revision of departmental forms, procedures, and informational materials.
- Attend required training and continuing education to maintain required professional licensure and/or certifications.
- Perform other duties as assigned that are consistent with the scope and level of the position.

Required Knowledge, Skills, and Abilities

- Knowledge of the Minnesota State Building Code and related plumbing, and mechanical, and property maintenance codes.
- Knowledge of construction methods, materials, and structural principles.
- Ability to interpret and apply codes, ordinances, and regulations with consistency and sound judgment.
- Ability to communicate effectively and professionally, both orally and in writing.
- Ability to establish and maintain effective working relationships with city personnel, contractors, property owners, and the public.
- Ability to maintain accurate records and prepare clear reports and correspondence.

Minimum Qualifications

- High School diploma or equivalent.
- Three to five years of experience in building construction, inspection, or a related field, or an equivalent combination of education and experience.
- Possession of, or eligibility for, licensure as Building Official-Limited License from the State of Minnesota, with ability to obtain required licensure within twelve months of employment.

Preferred Qualifications

- Building Official-Limited (BO-L) license.
- International Code Council (ICC) certification.
- Experience working in a municipal or governmental setting.
- Experience with municipal zoning and land use regulations.

Conditions of Employment

- Possession of a valid Driver's License or ability to obtain one by hire date.
- Employment is contingent upon a conditional offer and successful completion of a background check and pre-employment work physical.
- Compliance with City policies, procedures, and work rules.
- Employment with the City of South St. Paul is at-will, unless otherwise governed by collective bargaining agreement or applicable law.

Working Conditions and Physical Demands

The physical demands described below are representative of those that must be met by an employee to successfully perform the essential functions of this position, with or without reasonable accommodation.

This position requires the employee to work independently, collaboratively, and in public settings. The work typically involves standing, walking, speaking, or hearing, with minimal physical exertion. The position frequently requires sitting, balancing, stooping, kneeling, crouching, and reaching with hands and arms, as well as the use of a computer and associated equipment involving repetitive use of fingers, hands, and wrists. Occasionally, the position may require pushing, pulling, lifting, carrying, climbing, and crawling. Standard vision requirements apply. Vocal communication is necessary for expressing and exchanging ideas verbally, and hearing is required to perceive information at normal spoken word levels.

The work environment includes both indoor and outdoor settings and may expose the employee to environmental conditions such as extreme heat, cold, humidity, noise, and hazardous materials.

Equal Employment Opportunity Statement

The City of South St. Paul is an Equal Opportunity Employer. Employment decisions are made without regard to race, color, creed, religion, national origin, sex, sexual orientation, gender identity, marital status, disability, age, veteran status, or any other status protected by applicable federal, state, or local law. Reasonable accommodations will be made to enable qualified individuals with disabilities to perform the essential functions of this position.

Notice

The duties listed herein are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

CITY COUNCIL AGENDA REPORT

DATE:	February 2, 2026
DEPARTMENT:	Parks & Recreation
PREPARED BY:	Heather Flock
AGENDA ITEM NUMBER:	8.M.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Authorize Submission of MN/DNR Outdoor Recreation Grant

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Adopt Resolution 2026-014 Approving Minnesota Department of Natural Resources Outdoor Recreation Grant Application for Spruce Park Improvements.

OVERVIEW
The Parks and Recreation Department is in the process of replacing outdated playgrounds within the city. The City would like to apply for the 2026 MN DNR Outdoor Recreation Grant to assist with funding the redevelopment of Spruce Park.

The Parks Master Plan has $125,000 allotted for the construction of a new playground at Spruce Park, $40,000 for a traffic-themed park, $75,000 for a picnic shelter, $5,000 for a basketball court, and $15,000 for a play lawn, $60,625 for ADA-Compliant Pathways and $10,450 for cost adjustments. The Outdoor Recreation Grant requires a 50/50 cost share and so the City is requesting $165,537.50 in funding through the grant.

This would make the City’s share of the project $165,537.50.

The grant application is due by the end of March, and grantees will be informed in June 2026 if they have been selected. If awarded, construction of the new playground facility could start in late fall of 2026 or spring of 2027. Bids would be brought back to Council for approval.

SOURCE OF FUNDS
If awarded, the State of Minnesota would provie 50% of the funding through the grant. The City's 50% match would be sourced from the Capital Programs Fund.

ATTACHMENTS
1. 2026-014, Authorize Submission of MN-DNR Outdoor Rec Grant

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026 – 014

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MN DNR OUTDOOR RECREATION GRANT PROGRAM FOR SPRUCE PARK IMPROVEMENTS

BE IT RESOLVED that the City of South St. Paul act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on March 31, 2026 and that Heather Flock is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of South St. Paul.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that the City of South St. Paul has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of South St. Paul has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of South St. Paul has or will acquire fee title or permanent easement over all the land described in the boundary map or recreational site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of South St. Paul may enter into an agreement with the State for the above-referenced project, and that the City of South St. Paul certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that the City of South St. Paul is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of South St. Paul on February 2, 2026.

SIGNED:		WITNESSED:	
______________________		______________________	
(Signature)		(Signature)	
______________________		______________________	
(Title)	(Date)	(Title)	(Date)

CITY COUNCIL AGENDA REPORT

DATE: February 2, 2026
DEPARTMENT: Council and Board
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 11.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
First Reading - Ordinance Amending Chapter 2, Section 2-22 City Council Salaries

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Introduce for its first reading an Ordinance Amending Chapter 2, Sec. 2-22 regarding City Council Salaries

OVERVIEW
At City Council worksessions in December 2025 and January 2026, Council discussed Mayor and Councilmember salaries, which have not been changed in South St. Paul since 2017. Currently, the Mayor receives annual compensation of $12,300 ($1,025/month) and each Council Member receives annual compensation of $8,700 ($725/month). In 2017, those changes represented a 20.5% increase and a 31.8% increase to Mayor and Council Member salaries, respectively.

At the December worksession, Council requested that Staff gather additional comparable data and return for further discussion on the topic in January. For reference, the information for Dakota County communities, as well as for a sampling of other Metro area communities, is included below:

Municipality	Mayor	Council
Apple Valley*	$16,632	$11,904
Burnsville*	$24,000	$18,000
Inver Grove Heights	$11,400	$8,200
Farmington	$8,040	$7,020
West St. Paul	$14,500	$12,500
Northfield	$13,736	$10,302
Rosemount	$10,400	$7,900
Lakeville	$15,000	$10,000
Hastings	$10,200	$7,700
Eagan*	$13,624	$10,005
**indicates city also provides health insurance*		

Average	$13,753	$10,353
Median	$13,680	$10,003
South St. Paul	*$12,300*	*$8,700*
Anoka	$11,340	$9,342
Crystal	$12,180	$9,360
Golden Valley	$14,916	$11,160
Hopkins	$15,000	$12,504
New Brighton	$8,640	$7,020
New Hope	$15,600	$11,400
Robbinsdale	$11,940	$9,540
Average	$13,362	$10,227
Median	$13,493	$10,003

As these data indicate, compensation for South St. Paul's Mayor is 7% - 9% below-average, while compensation for South St. Paul Council members' are about 15% below average.

Minnesota Statutes Section §415.11 state that "the governing body of any... charter city... may by ordinance fix their own salaries as members of such governing body, and the salary of the chief elected executive officer... in such amount as they deem reasonable". The Statute goes on to state that "no change in salary shall take effect until after the next succeeding municipal election". Staff is presenting an ordinance amendment for first reading consideration that would increase annual salary to $14,400 for the Mayor (a 17.0% increase) and $10,500 for each Council Member (a 20.7% increase).

SOURCE OF FUNDS

Any change in salaries would not take effect until January 2027. Council Salaries are funded through the General Fund.

ATTACHMENTS

1. DRAFT Ordinance-Mayor & Council Salary

City of South St. Paul
Dakota County, Minnesota

Ordinance No. ______

AN ORDINANCE AMENDING CHAPTER 2 REGARDING CITY COUNCIL SALARIES

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

SECTION 1. AMENDMENT. South St. Paul City Code Chapter 2 is hereby amended as follows:

Chapter 2 – ADMINISTRATION

ARTICLE II – CITY COUNCIL

Sec. 2-22 – Salaries

a) *Mayor*. The salary of the mayor is ~~$1,025.00~~ $1,200.00 per month.
b) *Council*. The salary of each councilmember is ~~$725.00~~ $875.00 per month.

SECTION 2. EFFECTIVE DATE. This ordinance shall become effective following its enactment and publication according to law.

Approved: ____________________________________

Published: ____________________________________

CITY COUNCIL AGENDA REPORT

DATE:	February 2, 2026
DEPARTMENT:	City Administrator
PREPARED BY:	Ryan Garcia
AGENDA ITEM NUMBER:	11.B.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Confirm Prioritization and Resolutions for 2026 Bonding Requests

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Discuss and confirm prioritization of Capital Investment Requests for a potential 2026 "Bonding Bill".

Adopt Resolution 2026 - 15.
Adopt Resolution 2026 - 16.

OVERVIEW
In each of its annual goal-setting initiatives for the past 7+ years, the City Council has identified planning for, budgeting, maintaining, and investing in the City's infrastructure as a key priority. As a community that came of age in the first half of the 20th Century, much of the City's public infrastructure has reached or is approaching a point where significant investments are needed to sustain the reliability and efficiency of that infrastructure. The City has methodically invested in core infrastructure improvements in the past half-decade plus, with the reconstruction of many of the City's main thoroughfares - and the utility infrastructure within those rights-of-way - commencing throughout the City in recent years. While these investments have been critical and a high priority, it is also true that many of the City's primary public facilities and buildings have been found to be at the end of their useful life. Two of these facilities - the City's Central Maintenance Facility at 400 Richmond Street East and its Northview Pool (at Northview Park) - have been identified as being critically obsolete and in danger of being essentially irreparable. As such, City Staff and the Council have focused the past year on positioning the City for the replacement of these important facilities.

The State's Capital Investment Budget ("Bonding Bill") has historically been considered and adopted in even-number calendar years. As such, 2026 is expected to be a "Bonding Year". As the Council is aware, Staff has been working diligently to put the City in the best position to proceed with the replacement of the Northview Pool and the City's Central Maintenance Facility, with an eye towards undertaking these projects in 2026. As such, in the second half of 2025 we worked with the Office of Minnesota Management and Budget (MMB) to submit an application for potential inclusion in a 2026 Bonding Bill.

Staff would like to confirm and formalize Council priorities for as defined in our 2026 Bonding Application to the State, in advance of the Legislative Session. Based on continued dialogue and feedback from our legislators, Staff's recommendation is that we demonstrate to the State our commitment to and focus on the need for State assistance with a new Family Aquatic Facility (aka, Northview Pool Replacement) and a Public Works facility to replace the aging, obsolete Central Maintenance Facility at 400 Richmond Street East. Staff recommends the following:

1. Council identifies the Family Aquatic Facility as the City's top priority for Bonding Assistance, and requests $6,000,000 in the 2026 Capital Investment Bill.
2. Council identifies the Public Works Central Maintenance Facility as the City's second priority for Bonding Assistance, and requests $5,000,000 in the 2026 Capital Investment Bill.

SOURCE OF FUNDS

If a bonding request is successful, the City's share of project costs for either project would most likely be sourced from Capital Project Funds, City Bond Issuance, or (in the case of the Aquatic Facility) potentially through contributions made by privately-organized fundraising efforts.

ATTACHMENTS

1. Resolution 2026-15 (Aquatics)
2. Resolution 2026-16 (Public Works)

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026 - 15

REQUESTING STATE BONDING FUNDS FOR THE CONSTRUCTION OF A NEW OUTDOOR SWIMMING POOL AND AQUATICS CENTER

WHEREAS, the City of South St. Paul (the "City") has continuously operated public swimming pools since 1939, providing generations of households from throughout northern Dakota County, southern Ramsey County, and the Twin Cities Metropolitan Area with opportunities for aquatic recreation in summer months; and

WHEREAS, the City's current public swimming pool, located at Northview Park, has been in operation since 1956, with most of its core infrastructure and mechanical systems, including pool filtration, inflow and outflow piping, the pool house and the pool basin all being of original construction with minimal modernization and now more than 65 years old; and

WHEREAS, due to its age, the City's current swimming pool is plagued by significant maintenance, reliability, accessibility, safety and efficiency defects, widespread cracking, peeling, and disintegration of the basin surface, periodic pipe bursts causing service disruption leading to loss of revenue and unrecoverable repair costs, and an average annual daily water loss of 12,000 gallons as recently as the 2023 summer season; and

WHEREAS, through an independent and objective analysis, Kraus-Anderson prepared for the City a Facilities Condition Assessment pertaining to each of the City's major buildings and facilities including the public swimming pool at Northview Park, which specifically identifies the pool to be in "Critical" condition to suggest that the facility is beyond its useful life and the cost to repair, renovate, or modernize the existing facility exceeds its current value and would not be in the City's best financial interest; and

WHEREAS, the City has undertaken an update to its Parks and Recreation Master Plan with HKGi which, among many other things, has identified that the public swimming pool at Northview Park is obsolete and, in spite of its value to the community, requires replacement; and

WHEREAS, the City, through a diligent pre-design process with JLG Architects and reEngineered, has identified the costs to construct a replacement pool and aquatics center would amount to $8,737,484; and

WHEREAS, largely by virtue of the economically catastrophic decline and eventual loss of the stockyards and meat processing industries in the mid- to late- 20th Century, the City of South St. Paul now has the lowest Property Tax Capacity among cities in Dakota County and ranks 153rd of 231 ranked Minnesota Cities in Taxable Tax Capacity, while also having the second-highest Property Tax Capacity Rate in Dakota County and 38th highest Property Tax Capacity Rate among Minnesota's 100 largest municipalities; and

WHEREAS, the City of South St. Paul is also facing significant infrastructure repair and replacement costs due to the age and condition of our water, sanitary sewer, and storm sewer lines. Further, South St. Paul is one of only two Dakota County communities currently identified with

PFAS concentrations within municipal drinking water sources exceeding EPA and MDH standards and as such is currently pre-designing a new drinking water treatment system at an expense expected to exceed $10,000,000. These infrastructure challenges pose significant financial burdens to our residents and businesses, and

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

1. The City hereby requests an appropriation in the amount of $6,000,000.00 through the 2026 "Bonding Bill" for the purposes of constructing a replacement outdoor public swimming pool and aquatics center in South St. Paul.

2. The Appropriation includes, but is not limited to, funds to support construction of a new swimming pool and aquatics center, including as necessary the replacement of stormwater, wastewater, and other utility infrastructure systems to service the new public swimming pool and aquatics center, purchase and installation of all machinery and equipment customarily used in and at swimming pools and aquatics centers, and other customary site development costs for the replacement public swimming pool and aquatics center.

3. The City of South St. Paul will commit to a match of funding required to complete the project.

4. The City of South St. Paul has already committed more than $650,000 in local funds towards pre-development due diligence, pre-design and design for the Project.

5. The City Council has identified the replacement Family Aquatic Facility as its highest priority for funding through the 2026 Bonding Bill.

6. The City Clerk is hereby authorized to execute this resolution on behalf of the City.

Adopted this 2nd day of February, 2026

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City Clerk

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026 – 16

RESOLUTION REQUESTING $5,000,000 IN STATE ASSISTANCE TO AID IN CONSTRUCTION OF A NEW PUBLIC WORKS FACILITY

WHEREAS, the current 33,000 square foot Public Works Facility serving the City of South St. Paul was constructed in 1970, and

WHEREAS, the Public Works Facility has many deficiencies that were identified in an evaluation conducted by the City that include lack of a fire suppression system, inadequate make-up air in mechanic's bays, an inadequate electrical system, lack of locker and restroom facilities for female workers, many Americans with Disabilities Act inadequacies, and numerous energy inefficiencies that would total a minimum of $6,500,000 to correct, and

WHEREAS, the cost of renovating the existing building given its inadequate size and obsolete layout would be a poor investment of public funds, and

WHEREAS, the City, through a diligent pre-design process, estimates that the size of a Public Works facility to meet the current and projected operational needs to provide service to the residents of South St. Paul should be up to 75,000 square feet, or more than twice the size of the current building, and

WHEREAS, the proposed Public Works facility would also be designed to include facilities and space for a Northern Dakota County Emergency Operations Center ("EOC"), which could be used for emergency operations of the South St. Paul Police Department and open to use as an alternative EOC by partner and neighboring agencies including West St. Paul, Mendota Heights, and the Dakota County Sheriff's Department, and

WHEREAS, the City has identified and acquired ownership of a site of an adequate size and location to accommodate a larger, modern Public Works facility, and has acquired this site using exclusively local sources of funding, and

WHEREAS, the estimated cost for the final design, construction, equipping, and furnishing of a new public works facility is estimated at up to $27,000,000 in 2026 dollars, and

WHEREAS, the City of South St. Paul has the lowest tax capacity, lowest tax capacity per capita, and the second-highest tax capacity rate of Dakota County's eleven largest cities, and

WHEREAS, the City of South St. Paul is also facing significant infrastructure repair and replacement costs due to the age and condition of our water, sanitary sewer, and storm sewer lines. Further, South St. Paul is one of only two Dakota County communities currently identified with PFAS concentrations within municipal drinking water sources exceeding EPA and MDH standards and as such is currently pre-designing a new drinking water treatment system at an expense expected to exceed $10,000,000. These infrastructure challenge pose significant financial burdens to our residents and businesses, and

WHEREAS, the City of South St. Paul has a median household income that is 20% lower than Dakota County as a whole, 14% lower than the metro area as a whole, and 4% lower than the State of Minnesota, ranking South St. Paul 155th among the 7-county metro area's 188 communities, and

WHEREAS, in the City of South St. Paul 9.1% of our population is living in poverty, which is significantly higher than both Dakota County (5.6%) the 7-County Twin Cities Region (8.5%), and similar to the State of Minnesota as a whole (9.3%).

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

1. The City of South St. Paul is respectfully requesting $5,000,000 through the 2026 "Bonding Bill" to assist with the construction, furnishment, and equipment of a new Public Works Facility.

2. The City of South St. Paul will commit to a match of funding required to complete the project.

3. The City of South St. Paul has already committed more than $2,000,000 in local funds towards pre-development due diligence, acquisition of a suitable site, and design for the construction of a new Public Works Facility.

4. The City Council has identified the Public Works Facility as their 2nd Highest Priority for the 2026 Bonding Bill.

5. The City Clerk is hereby authorized to execute this resolution on behalf of the City.

Adopted this 2nd day of February, 2026.

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City Clerk