CITY OF SOUTH ST. PAUL
MEETING AGENDA

CITY COUNCIL

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

Tuesday, February 17, 2026
7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

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 February 2, 2026

B. Accounts Payable

C. Business Licenses

D. Approve Bid for City Hall Security Upgrades

E. Approve Plans and Specifications and Authorize Advertisement for Bids – Verderosa Avenue Extension Project (2024-02)

F. Enactment of Comprehensive Plan Amendment to Implement the South Concord Corridor Small Area Plan

G. Purchase of Three (3) Police Vehicles

H. Approval of Proposal for Environmental Consulting Services - Hardman Triangle

I. Approve Agreement with City of South St. Paul and Learn to Skate

J. Approve Agreement with City of South St. Paul and Woodbury Area Hockey Club (WAHC)

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

A. Massage Therapy License - Jiejie Enterprises, LLC DBA: Golden Spa at 1525 5th Ave S, South St. Paul

11. GENERAL BUSINESS

A. Jadian IOS Conditional Use Permit for a Planned Unit Development at 1201 and 1301 Concord Street South

B. Wakota North 2nd Addition Preliminary and Final Plat

C. PFAS Feasibility Study

D. Federal Immigration Enforcement Activity Response

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT

CITY COUNCIL AGENDA REPORT

DATE: February 17, 2026
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
City Council Meeting Minutes of February 2, 2026

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

OVERVIEW
Approval of meeting minutes for the Regular City Council Meeting held on Monday, February 2, 2026 and the Work Session held on Monday, February 9th, 2026.

SOURCE OF FUNDS
N/A

ATTACHMENTS
1. 02-02-2026 Council Minutes

SOUTH ST. PAUL CITY COUNCIL
MINUTES OF FEBRUARY 2, 2026

1. CALL TO ORDER

Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on Monday, February 2, 2026.

2. ROLL CALL

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

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.

Shireen Bhatia
Dr. LaDonna Butler
Shawn Freeberg
Sally Patrick
Steve Smith
Laura Dalsgrat

7. APPROVAL OF AGENDA

Moved by: Tom Seaberg / Matt Thompson
Moved: To approve the 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 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 ZTrak (zero turn mower), Altoz TFZ (zero turn mower), and Cat. Loader Plow.

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

Moved by: Joe Kaliszewski / Matt Thompson
Moved: To approve Consent Agenda as presented.
Vote: 6 ayes / 0 nays, motion Passed

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

11. GENERAL BUSINESS

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

Mayor Francis introduced for the first reading a First Reading of an Ordinance Amending Chapter 2, Section 2-22 City Council Salaries.

B. Confirm Prioritization and Resolutions for 2026 Bonding Requests

Moved by: Tom Seaberg / Joe Kaliszewski

Moved: To Approve Resolution 2026-015, & 2026-016, State Bonding Request for the Northview Pool and Public Works Facility.
Vote: 6 ayes / 0 nays, motion Passed

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT

The meeting was adjourned at 8:35 PM.

Deanna Werner

/s/: Deanna Werner
City Clerk

CITY COUNCIL AGENDA REPORT

DATE: February 17, 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 2026-028 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. 02-17-26 Accounts Payable Resolution
2. 02-17-26 Accounts Payable Summary Check Register
3. 02-17-26 Accounts Payable Detail Check Register

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-028

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:	
156309-156432	**$ 782,980.37**
2026040-2026053	**2,273,798.97**
801325-801332	**114,725.35**
Total	**$ 3,171,504.69**

Adopted this 17th day of February, 2026.

Deanna Werner, City Clerk

-

Company		Amount
00101	GENERAL FUND	558,418.77
00215	GRANTS/DONATIONS PARK AND REC	333.00
00243	DOUG WOOG ARENA	36,602.28
00245	AIRPORT FUND	4,012.42
00260	HOUSING GENERAL	125.04
00280	ECON DEV GENERAL	4,785.16
00298	HOUSING REINVESTMENT	19,181.10
00318	2012 GO LOCAL IMP BONDS	374,662.50
00320	2014B GO PARK BONDS	407,050.00
00321	2015B GO PARK BONDS	184,318.75
00323	2017B GO BONDS	367,875.00
00324	2019A GO BONDS	499,125.00
00402	CAPITAL PROGRAMS FUND	96,188.75
00404	AIRPORT CAPITAL FUND	417.48
00410	LOCAL IMPROVEMENT CONST	1,500.00
00440	2024 LOCAL IMPROVEMENTS	631.00
00441	2025 LOCAL IMPROVEMENTS	16,878.00
00494	HARDMAN TRIANGLE TIF	5,690.00
00600	UTILITY ADMINISTRATION	8,916.89
00605	WATER UTILITY	122,549.90
00606	SEWER UTILITY	250.10
00610	STORM WATER UTILITY	104,977.55
00615	STREET LIGHT UTILITY	17,723.56
00677	NAN MCKAY APT BLDG	144,059.98
00678	JOHN CARROLL APT BLDG	102,514.87
00703	CENTRAL GARAGE FUND	90,656.15
00709	SELF-INSURED DENTAL	2,061.44
	Report Totals	3,171,504.69

CITY COUNCIL AGENDA REPORT

DATE: February 17, 2026
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.C.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Business Licenses

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

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

SOURCE OF FUNDS
N/A

ATTACHMENTS
1. City Council Report (Licenses)

City of South St Paul
City Council Report

ID	Company	License #	License Type	Status	Issued	Expires	Address	Complex	Council
15781	Reece Polfus	00016424	Rental Housing	A	02/06/2026	05/31/2026	225 11th Ave N		02/17/2026
15783	Joseph Lewis Khalil	00017257	Rental Housing	A	02/11/2026	05/31/2026	205 11th Ave S		02/17/2026

CITY COUNCIL AGENDA REPORT

DATE: February 17, 2026
DEPARTMENT: Human Resources
PREPARED BY: Shelly Anderson
AGENDA ITEM NUMBER: 8.D.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approve Bid for City Hall Security Upgrades

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Motion to Approve Bid for City Hall Security Upgrades

OVERVIEW
The City Hall facility currently lacks basic security measures at customer service counters and access points to non-public areas. Staff obtained quotes to install protective glass at three public service counters, including the Main Lobby, Engineering, and Administration counters. In addition, two interior doors will be installed to prevent unauthorized access to employee-only areas—one in the Fire Station hallway to restrict access to the Fire Department and one in the lower level to limit access to non-public staff areas.

Staff will continue to evaluate other areas of City Hall for additional security upgrades as needed.

Two quotes were received, and staff recommends awarding the project to Great Northern Builders, LLC as the lowest responsible bidder:

- Great Northern Builders, LLC – $41,063.89
- Cobeck Construction – $49,568.00

SOURCE OF FUNDS
Capital Programs Fund

ATTACHMENTS
1. Security Updates_GNB Quote
2. Security Updates_Cobeck Quote

PROPOSAL #2

Great Northern Builders, LLC
3320 Terminal Dr
Eagan MN 55121
Minn. Lic. #BC636785
www.gnbmn.com
info@gnbmn.com
651-455-9371

January 27th 2026
Customer Info:
City Of SSP
125 3rd Ave N
South St Paul MN 55075
Project type: Multiple Misc. Projects

GLASS

- Administration Counter ……. $3,651.57
  - Existing Slider to stay in place
  - Supply and install ½”” clear Tempered glass
  - 2” Wall maker top track and 1” bottom track
  - (3) pcs of glass separated with standoffs
  - Includes pass thru cutout at countertop

- City Clerk Counter ……. $6,674.72
  - Remove (1) existing sliding glass door
  - Supply and install ½”” clear Tempered glass
  - 2” Wall maker top track and 1” bottom track
  - (3) pcs of glass separated with standoffs at each opening
  - Includes pass thru cutouts at countertop
  - (1) at 36” x 52 1/2”
  - (1) at 66” x 45”

- Community Development …….. $8,792.00
  - Supply and install wall maker system from countertop to grid at entire length of countertop, glass to be centered on countertop
  - Supply and install bracing above grid for track attachment
  - Supply and install ½”” clear Tempered glass
  - 2” Wall maker top track and 1” bottom track
  - Includes pass thru cutout at countertop
  - City of SSP to relocate wall mounted computer monitor prior to install

Total Glass Price ……. $19,118.29

Great Northern Builders, LLC
3320 Terminal Dr
Eagan MN 55121
Minn. Lic. #BC636785
www.gnbmn.com
info@gnbmn.com
651-455-9371

FIRE STATION HALLWAY

- Framing
  - Supply and install floor protection and vertical containment
  - Supply and install Steel Stud wall framing at proposed location – Frame to bottom of grid
  - Supply and install Hollow metal frame
  - Supply and install drywall at (2) sides of wall

- Drywall finish
  - Pre fill seams, apply tape and joint compound at (2) sides of proposed wall and finish smooth

- Paint
  - Paint (2) sides of proposed wall
  - Paint Door frame
  -
- Finish carpentry
  - Supply and install 3/0 – 7/0 prefinished solid core oak door to include closure unit, kick plate, and lever style handle to match existing
  - Supply and install cove base at (2) sides of wall
- Life safety, sprinkler work and keyless entry by others

Total price for Fire Station Hallway …….. $10,483.20

LOWER-LEVEL ACCESS

- Framing
  - Supply and install floor protection and vertical containment
  - Supply and install Steel Stud wall framing at proposed location – Frame to bottom of grid
  - Supply and install Hollow metal frame
  - Supply and install drywall at (2) sides of wall
- Drywall finish
  - Pre fill seams, apply tape and joint compound at (2) sides of proposed wall and finish smooth
- Paint
  - Paint (2) sides of proposed wall
  - Paint Door frame
- Finish carpentry
  - Supply and install 4/0 – 7/0 prefinished solid core oak door to include closure unit, kick plate, and lever handle
  - Supply and install cove base at (2) sides of wall
- Life safety, sprinkler work and keyless entry by others

Total price for Lower – Level Access …… $11,462.40

COBECK CONSTRUCTION

SSP Glass & Security

Estimate Date: 1.05.25
Estimate Revision No:
Estimate Revision Date:
Construction Start Date: TBD
Construction Completion: TBD

Project Description	Scope Includes F/I of Glass per site walk for the Admin Counter, Community Development, and Main Level Transaction Counter. F/I of (2) new walls w/ electric strikes, painted white w/ vinyl base at fire station hallway and lower level access. (2) days for rough-in for electric strikes figured w/ Merit Electric, LV device & wire F/I by others.

Project Manager: Sam Bobick
Phone #: 612-499-3232
Email: sam.bobick@cobeckconstruction.com

Owner: City of Saint Paul
Architect: NA

CSI SECTION	Description of Work	Notes	Material Cost	Labor Cost	Subcontractor Cost	TOTAL
	GENERAL CONDITIONS TOTAL		$0	$4,480	$1,016	$5,496
024100	**SELECTIVE DEMOLITION**		$0	$0	$0	$0
	Dumpster		$350	$0	$0	$350
	Final Cleaning		$0	$0	$1,000	$1,000
			$0	$0	$0	$0
079200	**JOINT SEALANTS**		$250	$404	$0	$654
			$0	$0	$0	$0
081000	**DOORS, FRAMES, and HARDWARE**		$0	$0	$0	$0
	(1) HM door w/ side lite & e-lockset	Fire Station	$10,615	$1,212	$0	$11,827
	(1) HM door w/ side lite & e-lockset	Lower Level Access	$0	$0	$0	$0
			$0	$0	$0	$0
088100	**GLASS and GLAZING**		$0	$0	$16,100	$16,100
	Admin Counter (3) Panels Offset (1/2" Clear Tempered	Admin Counter	$0	$0	$0	$0
	Community Development (3) Panels	Community Development	$0	$0	$0	$0
	Kickers for support	Community Development	$0	$0	$0	$0
	(3) Panels Offset	Main Level Transaction	$0	$0	$0	$0
			$0	$0	$0	$0
092900	**GYPSUM BOARD SYSTEMS**		$0	$0	$0	$0
	6' x 9' Wall - to BO of existing grid	Fire Station	$0	$4,040	$0	$4,040
	6' x 9' Wall - to BO of existing grid	Lower Level Access	$0	$0	$0	$0
			$0	$0	$0	$0
095100	**ACOUSTICAL CEILINGS**		$0	$0	$0	$0
	Blocking for Community Development		$500	$808	$0	$1,308
			$0	$0	$0	$0
096000	**CARPET/RESILIENT FLOORING and BASE**		$0	$0	$0	$0
	24' of base		$500	$0	$0	$500
			$0	$0	$0	$0
099000	**PAINTING and WALL COVERING PACKAGE**		$0	$0	$1,440	$1,440
	(2) HM Doors		$0	$0	$1,000	$1,000
	(2) New Walls		$0	$0	$0	$0
			$0	$0	$0	$0
210000	**FIRE SUPPRESSION**	Exlcuded	$0	$0	$0	$0
			$0	$0	$0	$0
230000	**HVAC PACAKGE**	Exlcuded	$0	$0	$0	$0
			$0	$0	$0	$0
260000	**ELECTRICAL PACKAGE**		$0	$0	$0	$0
	Merit Electric (2) e-locksets Rough-In	Conduit Rough-In	$0	$0	$2,000	$2,000
			$0	$0	$0	$0
280000	**ELECTRONIC SAFETY and SECURITY**	Excluded	$0	$0	$0	$0
	Devices		$0	$0	$0	$0
	Install		$0	$0	$0	$0
			$0	$0	$0	$0
	ESTIMATE SUBTOTAL		$12,215	$6,464	$21,540	$40,219
	General Field Conditions					$5,496
018900	**Architectural Design Services**					By Owner
018901	**Structural Design Services**					Not Included
018902	**Civil Design Services**					Not Included
996000	**Small Hand Tools**					$1,094
997000	**General Liability**					$398
018301	**Builder Risk Insurance**					By Owner
	Sales Tax					Included Above
998000	**Permits and Fees**					$0
	Utility Connect Access Chargers					Not Included
991000	**Project Contingency**	BY Owner				$0
999999	**Contractor Profit & Overhead**					$2,360
	ESTIMATE TOTAL					$49,568

Alternates:
Substitute Base Priced (1) hour doors for non-rated -$529

Assumptions & Clarifications:
We have not included work outside of normal business hours.
We have not included work outside of the scope provided above.
We have included the same doors as used in the 2022 renovation; rift sawn red oak doors carry a 8 week lead-time for submittal approval
We have assumed this is tax exempt
We have not included permit or design
We have not included ADA signage
We have not included Glass Graphics

CITY COUNCIL AGENDA REPORT

DATE: February 17, 2026
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 8.E.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approve Plans and Specifications and Authorize Advertisement for Bids – Verderosa Avenue Extension Project (2024-02)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
A motion to adopt Resolution 2026-020, approving the plans and specifications for the 2024-02 Verderosa Avenue Extension Project and Ordering Advertisement for Bids.

OVERVIEW
Over the last few years, City staff collaborated with various entities to redevelop the Wakota Industrial site located south of the MCES facility and South St. Paul community gardens. A part of that area is now proposed as the future South St. Paul Public Works site. Staff also worked closely with the Danner Family Limited Partnership as they looked to redevelop their property located off of Hardman Avenue. The extension of Verderosa Avenue facilitates the development of these areas by providing utilities and access to the sites.

The project includes the construction of the roadway, sanitary sewer, water main, storm sewer, and sidewalk between the existing terminus of Verderosa Avenue (south of I-494) and Hardman Avenue. The city's consultant, Kimley-Horn, substantially completed the plans and specifications for the project.

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 may be brought forward at a future council meeting.

SOURCE OF FUNDS
HUD Grant, Infrastructure Fund, Water Utility, Storm Sewer Utility, and Sanitary Sewer Utility

ATTACHMENTS
1. Resolution 2026-020 Approve P&S and Auth AFB - Verderosa Ave Ext

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-020

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR VERDEROSA AVENUE EXTENSION PROJECT (2024-02) AND AUTHORIZING STAFF TO ADVERTISE FOR BIDS

WHEREAS, the City's consultant, Kimley-Horn & Associates, prepared plans and specifications for the following improvements: extension of Verderosa Avenue between I-494 and Hardman Avenue and 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 17th day of February 2026.

_____
City Clerk

CITY COUNCIL AGENDA REPORT

DATE: February 17, 2026
DEPARTMENT: Planning & Zoning
PREPARED BY: Michael Healy
AGENDA ITEM NUMBER: 8.F.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Enactment of Comprehensive Plan Amendment to Implement the South Concord Corridor Small Area Plan

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution #2026-26 enacting a comprehensive plan amendment to implement the South Concord Corridor Small Area Plan.

OVERVIEW

The City Council approved the South Concord Corridor Small Area Plan at their June 16, 2025 meeting and directed City Staff to prepare a comprehensive plan amendment that would implement the plan's recommendations. The Planning Commission reviewed the amendment at their meeting on October 1, 2025 and recommended approval. The City Council approved the comprehensive plan amendment at their meeting on November 3, 2025 and directed City Staff to submit the amendment to the Metropolitan Council for final approval.

The City received notice on February 11th that the Metropolitan Council has approved the City's proposed comprehensive plan amendment (see attached letter). The City is now allowed to "enact" the amendment which will allow City Staff to officially update the future land use map and put the new map up on the website.

Staff Recommendation

Approve Resolution #2026-26 enacting a comprehensive plan amendment to implement the South Concord Corridor Small Area Plan.

SOURCE OF FUNDS

NA

ATTACHMENTS
1. Metropolitan Council Approval Letter

2. Resolution #2026-26
3. City Council Memo from November 2025 Approval

ATTACHMENT 1
METROPOLITAN COUNCIL APPROVAL LETTER

February 11, 2026

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

RE: City of South St. Paul – South Concord Corridor Small Area Plan Comprehensive Plan Amendment – Notice of Council Action
Metropolitan Council Review File No. 22398-5
Metropolitan Council District No. 12

Dear Michael Healy:

At its meeting on February 11, 2026, the Metropolitan Council reviewed the City's comprehensive plan amendment, based on the staff report (attached). The amendment proposes several changes to the City's future land use map, re-guiding 18.46 acres from Mixed Use to Commercial, 11.89 acres from Light Industrial to Commercial, 82.49 acres from Light Industrial to Industrial, 3.42 acres from Medium Density Residential to Mixed Use, and 5.57 acres from Utility to Industrial. These changes are concentrated in the City's southeastern corner, south of I-494 and east of Concord Street South. The purpose of the amendment is to align future land use guiding with the City of South St. Paul's adopted South Concord Corridor Small Area Plan and anticipated rezoning actions.

The Council found that the amendment conforms to the regional system plans for transportation, wastewater, and parks; is consistent with *Thrive MSP 2040* and Council policies; and is compatible with the plans of adjacent jurisdictions. Therefore, the City may place the amendment into effect. Please refer to the advisory comments regarding Wastewater Service that are contained in the Review Record.

A copy of the staff report to the Council is attached for your records. The Council will append the amendment, submission form and supplemental information to the City's plan in the Council's files. If you have any questions regarding the review please contact Merritt Clapp-Smith, Principal Reviewer, at 651-602-1567 or via email at merritt.clapp-smith@metc.state.mn.us.

Sincerely,

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

Attachment

CC: Tod Sherman, Development Reviews Coordinator, MnDOT Metro
Mark Jenkins, Metropolitan Council District No. 12
Merritt Clapp-Smith, Sector Representative/Principal Reviewer
Reviews Coordinator

N:\CommDev\LPA\Communities\South St. Paul\Letters\South St. Paul 2025 South Concord Corridor Small Area Plan CPA Notice of Council Action 22398-5.docx

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

An Equal Opportunity Employer

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2026-26

A RESOLUTION ENACTING AN AMENDMENT TO THE 2040 COMPREHENSIVE PLAN TO IMPLEMENT THE SOUTH CONCORD CORRIDOR SMALL AREA PLAN

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

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

WHEREAS, Action 4.3, Action 5.3, and Action 7.3 of the 2040 Comprehensive Plan call for updating the South Concord Corridor Plan which was established in 2009 and had an unadopted update in 2012; and

WHEREAS, the City undertook a project to update the South Concord Corridor Plan which involved a market study and series of public meetings with the Planning Commission and City Council during 2024 and early 2025; and

WHEREAS, the City Council approved the South Concord Corridor Small Area Plan at their June 16, 2025 meeting; and

WHEREAS, the adopted South Concord Corridor Small Area Plan calls for specific changes to the 2040 Comprehensive Plan's future land use map and also calls for minor text amendments in support of those changes; and

WHEREAS, the South St. Paul City Council directed staff to prepare a comprehensive plan amendment to implement the South Concord Corridor Small Area Plan; and

WHEREAS, notice of the proposed comprehensive plan amendment was sent to adjacent and affected jurisdictions via email on September 2, 2025 and the 60-day comment period ended on November 1, 2025; and

WHEREAS, the Planning Commission held a public hearing for the proposed comprehensive plan amendment at their regular meeting on October 1, 2025. After considering the amendment and all public comments, they recommended approval of the amendment with a 5-0 vote; and

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

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

WHEREAS, at their November 3, 2025 meeting, the South St. Paul City Council approved Resolution 2025-122 approving the comprehensive plan amendment and authorizing it to be submitted to the Metropolitan Council for review; and

WHEREAS, on February 11, 2026, the Metropolitan Council approved the proposed amendment and sent the City a letter authorizing the amendment to be placed into effect.

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

1. The proposed amendment to the 2040 Comprehensive Plan has received final approval and is put into effect. The amendment updates the future land use map to implement the South Concord Corridor Small Area Plan and makes minor text amendments in support of those changes.

2. The City Planner shall update the future land use map and ensure that the updated map is uploaded to the City's website and made available to the public.

Adopted this 17th day of February, 2026

_____
City Clerk

ATTACHMENTS

A- Approved Future Land Use Map Changes

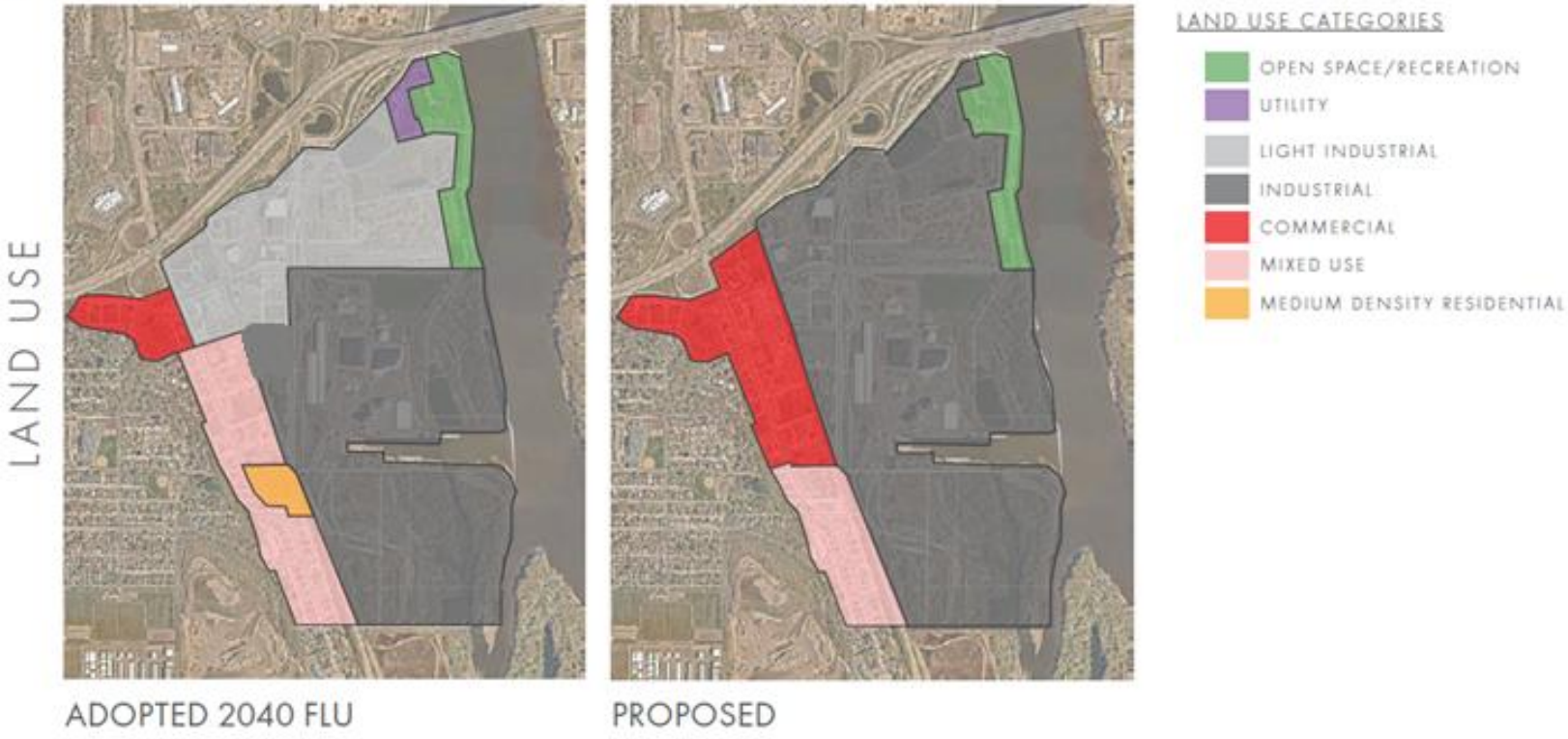
B- Updated Future Land Use Map

C- Approved Future Land Use Map Acreage Table

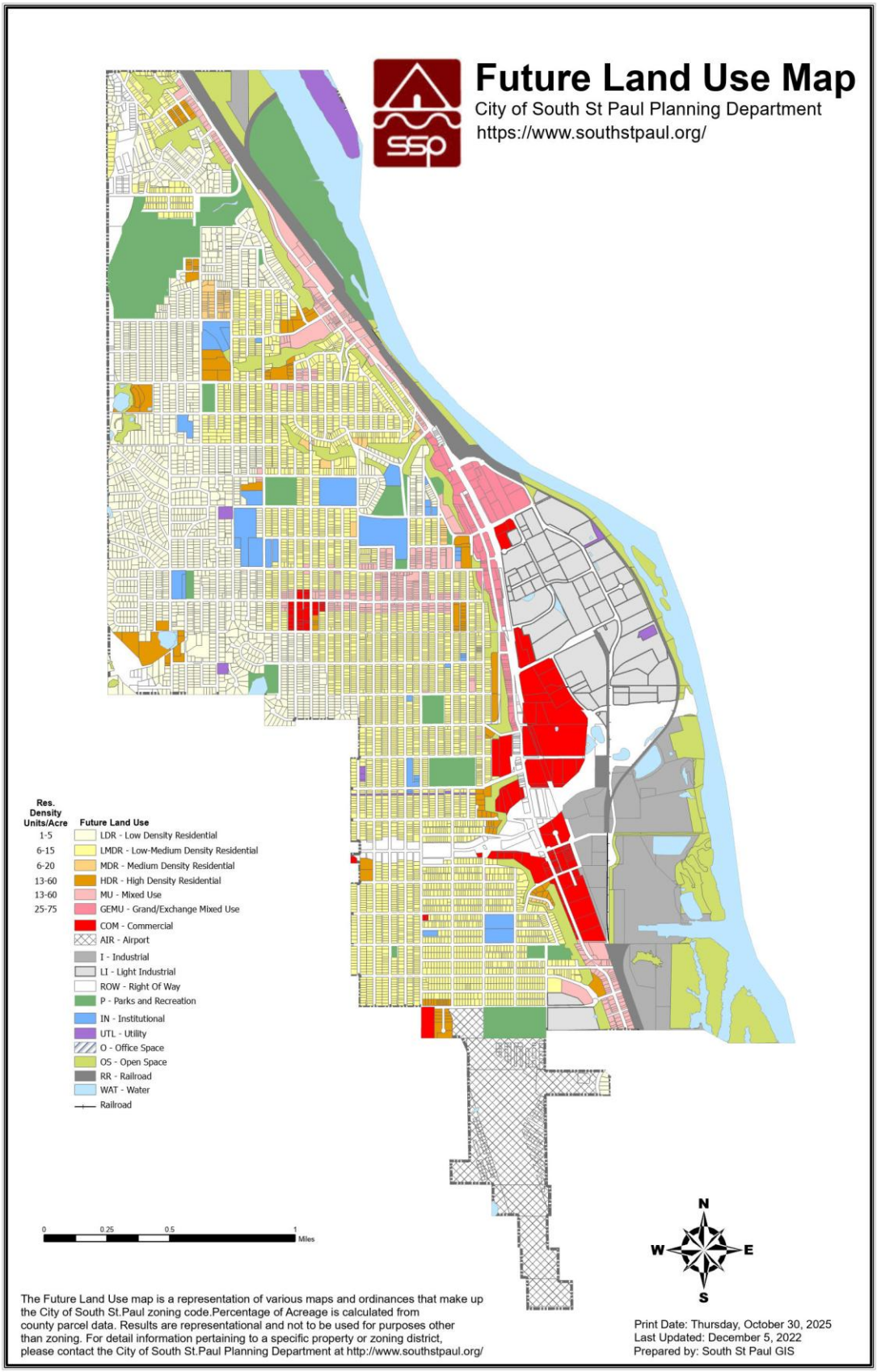
D- Approved Text Amendments

ATTACHMENT A
APPROVED FUTURE LAND USE MAP CHANGES

Figure 12. Land Use Changes



ATTACHMENT B
UPDATED FUTURE LAND USE MAP



ATTACHMENT D
APPROVED FUTURE LAND USE MAP ACREAGE TABLE

Table 4.2: Future Land Use 2040

Future Land Use	Gross Acres	%
LDR - Low Density Residential	494.25	12.4%
LMDR - Low-Medium Density Residential	691.72	17.3%
MDR - Medium Density Residential	23.57	0.6%
HDR - High Density Residential	99.21	2.5%
MU - Mixed Use	~~153.34~~ 138.30	~~3.8%~~ 3.5%
GEMU- Grand/Exchange Mixed Use	58.7	1.5%
COM - Commercial	~~121.48~~ 151.83	~~3.0%~~ 3.8%
AIR - Airport	199.33	5.0%
I - Industrial	~~160.08~~ 248.14	~~4.0%~~ 6.2%
LI - Light Industrial	~~327.73~~ 233.35	~~8.2%~~ 5.8%
ROW - Right of Way	606.61	15.2%
P - Parks and Recreation	264.76	6.6%
IN - Institutional	192.67	4.8%
UTL - Utility	~~33.45~~ 27.88	~~0.8%~~ 0.7%
O - Office	0.00	0.0%
OS - Open Space	201.33	5.0%
RR - Railroad	82.73	2.1%
WAT - Water	291.44	7.3%
	3,993.56	100.00%

ATTACHMENT E
APPROVED TEXT AMENDMENTS

PROPOSED TEXT CHANGES TO FUTURE LAND USE CHAPTER

From Page 4-64 through 4-66:

Future Land Use designations

MU: Mixed-Use (13 or 25 - 60 or 75 u/ac):

The Mixed-Use category is intended to allow for developments which combine residential, office, retail, and commercial uses through planned development. These uses may be mixed within the same building (vertical mixed use) or may be in separate buildings that are mixed within the same area (horizontal mixed use). Overall, throughout all mixed-use areas, 40% of development is expected to be residential.
The exact mix of uses will depend on the site and will need to be sensitive to the development context. Mixed-use development within the Southview Hill area is expected to be of lesser scale than sites identified along Concord Street due to the size of remaining developable sites and the context of the surrounding neighborhood.

The minimum density in this category is 13 units per acre except in the Grand/Exchange Mixed-Use area where the minimum density is 25 units per acre. The maximum density in this category is 60 units per acre except in the Grand/Exchange Mixed-Use area the maximum density is 75 units per acre. District-wide, the City expects new development to meet minimum density requirements but individual infill projects in mixed-use areas may not always meet the minimum. The City expects that many development projects in mixed-use areas will not include any dwelling units and some smaller infill projects, including small vertical mixed-use buildings, may include a number of dwelling units that falls short of meeting the minimum requirement.

Mixed Use sites that include high density residential buildings should utilize the criteria listed above for multifamily development when siting buildings and use design to ensure that the proposed building is sensitive to the context of the development site.

COM: Commercial:

Includes retail sales/services, restaurants, hotels/motels, and for-profit entertainment/recreational facilities as well as general office buildings. It is expected that at least part of the commercially guided area south of Interstate 494 and east of Concord Street will also include industrial uses that have been determined to be compatible with commercial development along the Concord Street corridor.

LI: Light Industrial:

Includes office-warehouse, office-showroom, warehousing and storage, assembly and light manufacturing, utility installations, offices. Retail sales are also permitted as an accessory use on light industrial sites.

Light Industrial uses are found throughout BridgePoint Business Park (the area bordered by Concord Street on the west, the Mississippi River on the east, and I-494 on the south) and also some properties south of I-494 in high visibility areas. Metropolitan Council equivalent is part of "Industrial".

I: Industrial:

Includes anything that could go into a light industrial area, as well as some remaining general industrial uses such as the barge/bulk terminal, warehousing and storage, and some railroad uses. Some industrial areas may also allow animal processing uses as long as adequate controls are in place to prevent odor pollution and other nuisances. Industrial uses are generally located to the south of I-494 and east of Concord Street. The Metropolitan Council equivalent is part of "Industrial".

From Page 4-89 through 4-92

District 10

Planning District 10 is bordered on the west by the City's western border/9th Avenue, on the north by Interstate 494, on the east by Concord Street, and on the south by South Street.

Land Use Issues

Planning District 10 is dominated by small lot single-family homes and some duplex uses. The majority of the homes in this area were built since 1945. Kaposia Education Center, built in 1996, is the elementary school and ECFE site in this district and is the newest school in the community. Below the bluff, the district also includes a large commercial car dealership site and the western side of the properties along Concord Street South which area a mixture of residential and commercial uses. High-density residential apartment uses are present at the northwest corner of the district and the northeast corner across from the car dealership. The area includes two smaller parks and is across the street from the large McMorrow Field (District 12). At the southeastern corner of the district is the northern half of the Dawn Way landfill site. The demolition landfill straddles the border between South St. Paul and Inver Grove Heights and is currently operated by Frattalone companies.

Future Land Use

Areas of future development for District 10 are anticipated in a few locations; the west side of Concord Street, the Dawn Way landfill site, and the vacant parcel at the corner of South Street and 5th Avenue South. The parcel at South Street and 5th Avenue South had zoning approval for a 28-unit apartment building in the summer of 2017 but the development never occurred. The area is guided for High Density Residential and

zoned for multifamily residential development.

When the Dawn Way Landfill site was last purchased, one part of the agreement was a land use plan for the eventual redevelopment after closure of the landfill site. The plan for the site included primarily light industrial uses with an area of low residential and mixed-use along the northern portion of the site abutting the existing residential uses. The landfill site land use plan also included a possible road or transportation link through the site that could connect from Henry Avenue at the top of the hill to Poplar Street at the bottom.

The west side of Concord Street was given new guidance via the South Concord Corridor Small Area Plan which was approved on June 16, 2025. The plan calls for the northern part of the corridor to remain "commercial" while the southern part of the corridor will be guided as "mixed use" to allow infill development which is integrated with the existing residential neighborhood. ~~south of Richmond Street is a mixture of businesses and homes that abut the toe of the bluff. These properties have been guided as mixed use. though further study will be necessary to determine the best mixture of land uses both on the west side of Concord Street and those across Concord Street which are in Planning District 11.~~

District 11

Planning District 11 is bordered on the west by Concord Street, on the north by Interstate 494, on the east by the Mississippi River, and on the south by the City's southern border at Linden Street.

Land Use Issues

The land uses in Planning District 11 are a range of industrial, commercial, and some residential uses. The area includes one of the largest privately owned properties in the community, the 90+ acre Kinder Morgan – Dakota Bulk plant which deals in bulk commodities transported by barge or rail. The area also includes a gun club site, the only manufactured home park in the city, a smattering of single-family homes, and the 30+ acre Danner site. The Mississippi River Regional Trail (MRRT) winds its way along the river through this district and then along the Union Pacific Railroad tracks before continuing into Inver Grove Heights. At the northeast corner of this district is the DNR boat launch property, which includes a fishing pier, the only public boat launch site in the community, and on the property's western side, is the community garden.

Future Land Use

The area north of Richmond Street and the regional trail includes properties that are very visible from Interstate 494 and are an area that the City again is stressing the importance of aesthetics, and trying to minimize areas of exterior storage. Similar to District 9, this area also has a continued emphasis on reducing the impact of odor generating land uses. New land uses and expansions require determination to confirm that the land use will not generate objectionable odors, while the City teams with a consulting company to help determine the sources of odor complaints for existing uses.

The Danner property is the largest development site in the community and the character and appearance of development at this location is vital to the community's development potential in the BridgePoint area or this office/industrial area south of the Wakota Bridge. The City has worked with ownership and prospective developers to get necessary approvals in place to allow development of the site.

The City Council approved the South Concord Corridor Small Area Plan on June 16, 2025. This plan calls for commercial/industrial development along Concord Street itself with a high level of attention to aesthetics along the Concord Street frontage. Most of the land that is not along Concord Street is guided "Industrial" and the plan calls for separating this area into two different zoning districts, one of which will allow animal processing uses with carefully formulated performance standards to prevent nuisances such as odors. Per the adopted plan, properties at the southern end of the Concord Street Corridor will be guided "mixed-use" to allow context-sensitive infill development that augments the existing residential neighborhood which also contains some small businesses. ~~The properties on the east side of Concord Street and between Richmond Street and Spruce Street are guided for mixed-use but many of these parcels have been contractor's yards and similar uses in the past. In addition, the sites have a split zoning with the western half being commercial and the eastern half as industrial. The mixed-use designation would be consistent with planned future land uses on the west side of Concord Street and could help to provide a buffer between the industrial uses to the east and residential properties west of Concord Street. Additional study of these parcels will be necessary to refine the land uses and determine the market for the properties.~~

PROPOSED CHANGES TO THE PARKS, TRAILS, AND RECREATION CHAPTER

Goal 9.6: Work with public owners of land to develop additional recreational facilities within the Critical Area/MRCCA corridor:

Policy 9.6.1: Convert the portion of the former Metropolitan Council Environmental Services (MCES) land along the Mississippi River on the east side of the planned extension of Verderosa Avenue into ~~recreational facilities or~~ open space for the City, per the standards and guidelines of Executive Order 79-19. This shall include working with MRCCA to improve and restore natural habitat and restore natural vegetation.

Policy 9.6.2: Develop the Wakota Trailhead and Overlook at the DNR Boat Launch site and adjacent trail property.

Policy 9.6.3: Cooperate with the Cities of Saint Paul, Inver Grove Heights, and Dakota County to connect the Mississippi River Regional Trail (MRRT) with other recreational facilities in the region, per the standards and requirements of Executive Order 79-19.

Action 9.6: Convert the portion of the former Metropolitan Council Environmental Services (MCES) land along the Mississippi River on the east side of the planned extension of Verderosa Avenue into ~~into recreational facilities or~~ open space for the City » Per the standards and guidelines of Executive Order 79-19 » This shall include working with MRCCA to improve and restore natural habitat and restore natural vegetation	5-10	*Critical Area 1

CITY COUNCIL AGENDA REPORT

DATE: November 3, 2025
DEPARTMENT: Planning & Zoning
PREPARED BY: Michael Healy
AGENDA ITEM NUMBER: 11.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Comprehensive Plan Amendment to Implement South Concord Corridor Small Area Plan

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution #2025-122 approving a comprehensive plan amendment to implement the South Concord Corridor Small Area Plan.

OVERVIEW

Application

The Applicant is the City of South St. Paul. *The City Council approved the South Concord Corridor Small Area Plan at their June 16th meeting and directed City Staff to prepare a comprehensive plan amendment that would implement the plan's recommendations.*

Background

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

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

The City recently undertook a major zoning study focused on the South Concord Corridor. This study was explicitly called for in the 2040 Comprehensive Plan as Action 4.3 of the Land Use

Chapter, Action 5.3 of the Economic Development Chapter, and Action 7.3 of the Transportation Chapter. At the conclusion of the zoning study, the City Council approved the South Concord Corridor Small Area Plan. The small area plan calls for comprehensive plan changes and zoning changes. One minor change to the comprehensive plan was made earlier this year as part of a small targeted amendment that re-guided several City-owned properties. The purpose of the proposed comprehensive plan amendment is to implement all the remaining changes to the comprehensive plan that are called for in the approved small area plan.

How the Comprehensive Plan Affects Zoning Decisions

The City's zoning code dictates what can and cannot take place on each piece of property within city limits, based on each property's designated zoning district. When a property owner wants to acquire a different set of development rights, they generally either need to convince the City Council to rezone their property to a different zoning district, or they need to convince the City Council to modify the rules for their zoning district so that they have additional development rights. The City needs to follow its comprehensive plan when making decisions about rezoning:

1. Legally, the City cannot rezone a piece of land unless the rezoning is consistent with the comprehensive plan. This usually means that the rezoning action needs to be consistent with the parcel's guidance on the future land use map.

2. In general, the City is legally obligated to adhere to its future land use map when responding to rezoning petitions from property owners. If a property owner's land is guided "Commercial" but currently zoned R-1 Single Family, for instance, that property owner has a legal right to expect that the City will rezone their land to some type of commercial zoning district if requested.

3. The City can only approve a rezoning request that does not match the current future land use map if the City first approves an amendment to its comprehensive plan. Comprehensive Plan amendments require a 4/5 supermajority of City Council members to vote "yes", so the bar is set higher than for a rezoning action which usually only requires a simple majority vote.

The existing zoning framework on the South Concord Corridor is not working well. For most properties on the corridor, the existing zoning either conflicts with future land use map guidance, conflicts with the way that the property owner is currently using their property, or conflicts with the way that the property owner wants to use their property in the future. The South Concord Corridor Small Area Plan lays out a step-by-step solution to resolving the corridor's zoning problems to help unlock each property's potential. In some cases, the fix involves creating a new zoning district. In other cases, the fix involves updating the standards of an existing zoning district. The City cannot undertake most of the rezoning actions called for in the South Concord

Corridor Small Area Plan until the comprehensive plan is updated to align with those rezoning actions.

Local Control Versus Metropolitan Council Control

The City has local control over the zoning map and can approve zoning changes that are consistent with the most current Comprehensive Plan. The City only has partial local control over the future land use map. To change the future land use map, the City Council needs to adopt a comprehensive plan amendment and submit the amendment for review by the Metropolitan Council, which is a layer of regional government appointed by the Governor to oversee land-use planning in the 7-County Metropolitan Area. Once the Metropolitan Council has approved the proposed amendment to the comprehensive plan, the City Council can put the amendment into effect.

South Concord Corridor Small Area Plan

As previously stated, the City Council approved the South Concord Corridor Small Area Plan in June of this year. A small area plan is a focused planning effort that provides a detailed vision and guidance for a specific, smaller geographic area within a larger community. Small area plans typically address issues such as land use, infrastructure, transportation, economic development, and urban design. The act of adopting a small area plan does not have any immediate effect on zoning or change the way that property owners can use their properties. Adopting a small area plan does not commit the City to making any specific zoning changes or any specific changes to its comprehensive plan. Rather, a small area plan is a visionary document that provides a framework for the City to look at updating its comprehensive plan, zoning map, zoning code, and subdivision ordinance to help achieve the vision for the small area.

The approved small area plan for the South Concord Corridor establishes a vision for the corridor and provides recommendations for creating a new zoning framework to implement that vision. The vision is firmly rooted in the results of the market study that was completed in 2024 during the first phase of the South Concord Corridor Study. City Staff feels confident that the market will respond well to the vision and that the vision accurately reflects what is realistically the "highest and best use" of the land in the South Concord Corridor. Making some or all the recommended changes to the City's zoning ordinance will hopefully lead to the private sector making meaningful investments along this corridor.

Summary of Proposed Updates to the Future Land Use Map

The following changes to the future land use map are proposed:

1. There are currently several medium-sized parcels on the east side of Concord Street that consist of small buildings with poor aesthetics and extensive exterior storage. These properties are mostly zoned GB-General Business today, although some properties right by Interstate 494 are zoned I-Industrial. The proposed South Concord Corridor Small Area Plan calls for creating a new "Business Flex" zoning district for this area which will

allow both commercial uses and light industrial uses. Parcels in this area are currently guided as either "mixed-use" or "light industrial" in the comprehensive plan and this area needs to be re-guided to "Commercial" in order to implement the small area plan's recommendation.

2. The South Concord Corridor Small Area Plan calls for creating a new "Industrial Flex" zoning district just south of Interstate 494 which would not include any properties with Concord Street frontage. This area would include the existing Twin City Hide and Tanning cow hide processing plant and tannery, and it would be the one part of the city that will continue to allow agricultural-industrial uses (with a conditional use permit). This area is mostly guided "light industrial" or “utility” in the comprehensive plan today, and it needs to be re-guided to "Industrial" to implement this recommendation.

3. Healy Mobile Home Park is currently zoned MH-Mobile Home and the small area plan does not call for changing that zoning in any way. However, the property should still be given future land use map guiding that fits with the surrounding properties. All of the properties to the north will be guided “commercial” and all of the properties to the south are already guided “mixed-use.” The mobile home park should be guided “mixed-use” to match the adjacent properties.

The first two changes are essential to move forward with implementing the South Concord Corridor Small Area Plan. The third change is not essential and is more of a housekeeping item.

Summary of Proposed Text Amendments

The following changes to the text of the comprehensive plan are proposed:

1. Updates are being made to the definition of the “Commercial” and “Industrial” land use categories to better capture the nuances of the commercial, industrial, and mixed commercial-industrial areas in the South Concord Corridor.

2. The Land Use Plan divides the community up into 12 different “Planning Districts” and has a narrative about each district’s existing status and potential for future development. Planning District 10 and Planning District 11 each contain part of the South Concord Corridor. The narrative for those two planning districts should be updated to reflect the adoption of the South Concord Corridor Small Area Plan.

3. The City is planning to extend Verderosa Avenue to the south in order to serve the planned development of the City-owned MCES site and the privately owned Danner property. The Parks, Trails, and Recreation Chapter needs to be updated to incorporate the road extension and make it clear that the area west of the road will be a development area and the area east of the road will be open space, natural areas, and recreational areas.

Discussion

Earlier this year, the Planning Commission and City Council reviewed and approved the South Concord Corridor Small Area Plan. The proposed comprehensive plan amendment would implement exactly what is called for in the small area plan.

As part of its approval, the Metropolitan Council may require the City to update some of its tables and figures throughout the comprehensive plan to reflect changes in total acreage for each land use category. This task can be accomplished administratively by City Staff before the comprehensive plan amendment is officially enacted.

Initial Comments from Metropolitan Council

Staff reviewed the proposal with South St. Paul's Metropolitan Council sector representative Merritt Clapp-Smith. She expects that the Metropolitan Council will approve the proposed amendment.

Comments from Adjacent and Affected Jurisdictions

The Metropolitan Council requires the City to provide all adjacent jurisdictions with a formal opportunity to comment on proposed comprehensive plan amendments. Staff sent out an invitation to comment on September 2nd. The other jurisdictions technically have 60 days to provide comments, but they were encouraged to submit their comments prior to this public hearing if at all possible.

- The City of Inver Grove Heights commented that they support the proposed amendment.

- The City received "no comment" responses from the Inver Grove Heights School District, the City of Newport, the City of Saint Paul, the City of West St. Paul, Washinton County, Ramsey County, South Washington Watershed District, the Metropolitan Airports Commission, and the Lower Mississippi River Watershed Management Organization.

- Dakota County provided four comments on the amendment which were all related to the proposed extension to Verderosa Avenue:

    1. Locating the new local road alignment as far west as practical would create more separation between the trailhead and the road, and be a better experience for park and greenway visitors. *City Engineer Response: Our road alignment is fairly set as we have to leave adequate space for the community garden, account for*

stormwater management, and work with the levee alignment and elevation.

2. Similarly, moving the proposed road alignment as far west as practical from the Mississippi River Greenway trail is desirable. *City Engineer Response: The closest the new street is to the trail is approximately 49 ft. We can consider putting some vegetation here, but we cannot put trees there as it is on the levee.*
3. The City may wish to consider using a roadway design that is more like a parkway, buffering the road from the trailhead with trees and native plants. *City Engineer Response: Boulevard trees will be planted where feasible. Most of the east/west portion of the roadway will be on top of the levee and we will not be able to put trees in that area.*
4. The City may wish to consider designing the new roadway with a sidewalk or local trail to provide safe access to the Mississippi River Greenway trail. *City Engineer Response: A sidewalk is proposed along one side of the street. Trail connections are being considered.*

Planning Commission Public Hearing

The Planning Commission held a public hearing on the proposed amendment at their October 1, 2025 meeting. No members of the public submitted comments aside from the adjacent and affected jurisdictions. The Planning Commission asked a number of clarifying questions before voting to recommend approval with a 5-0 vote.

Recommended Action

Staff and the Planning Commission recommend approval of Resolution #2025-122 Approving a Comprehensive Plan amendment to implement the South Concord Corridor Small Area Plan.

LINKS

South St. Paul 2040 Comprehensive Plan

South Concord Corridor Market Study

South Concord Corridor Small Area Plan

SOURCE OF FUNDS

NA

ATTACHMENTS

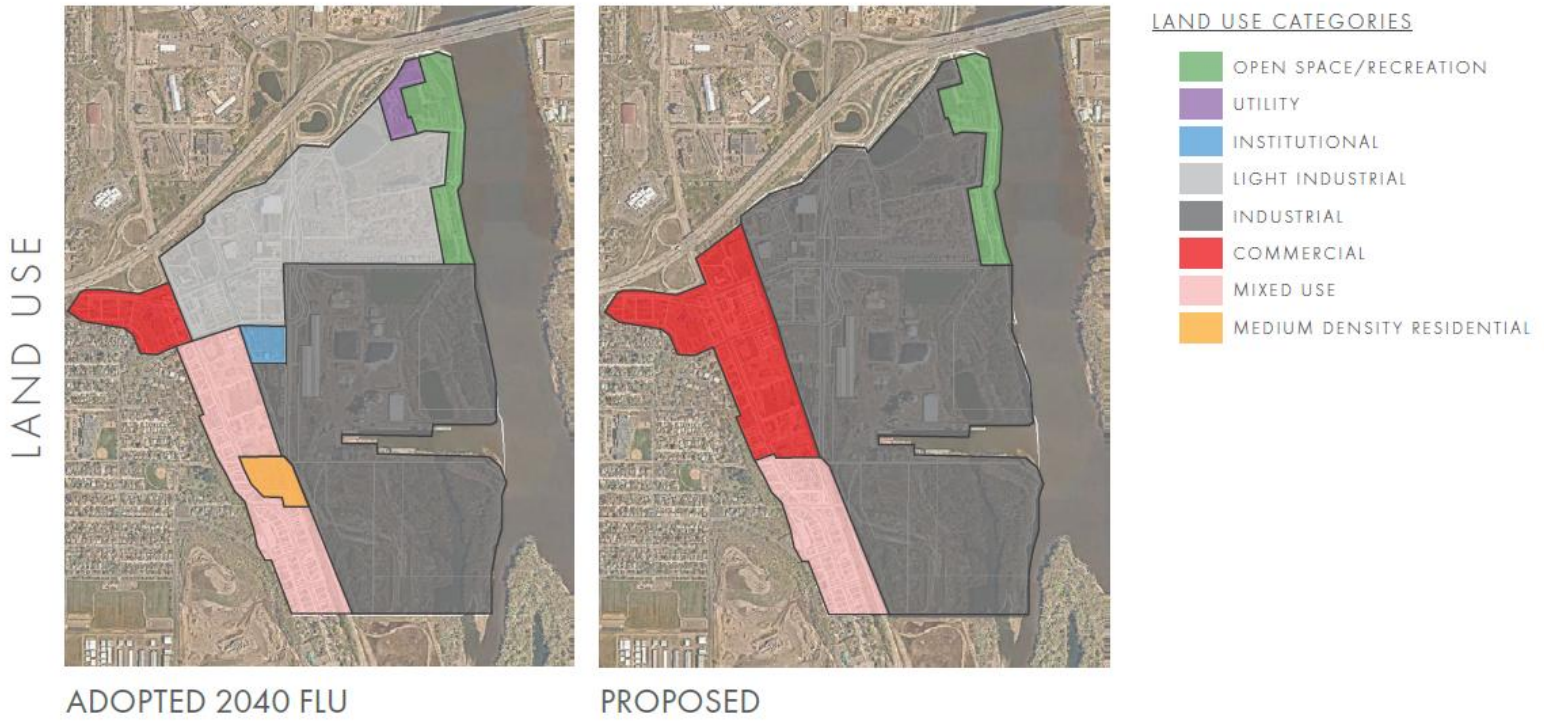
1. South Concord Corridor Small Area Plan's Recommended Changes to Future Land Use Map
2. Existing Future Land Use Map
3. Proposed Future Land Use Map

4. Proposed Text Amendments
5. Proposed Future Land Use Map Acreage Changes
6. Resolution 2025-122

ATTACHMENT 1

SOUTH CONCORD CORRIDOR SMALL AREA PLAN'S RECOMMENDED CHANGES TO FUTURE LAND USE MAP

Figure 12. *Land Use Changes*



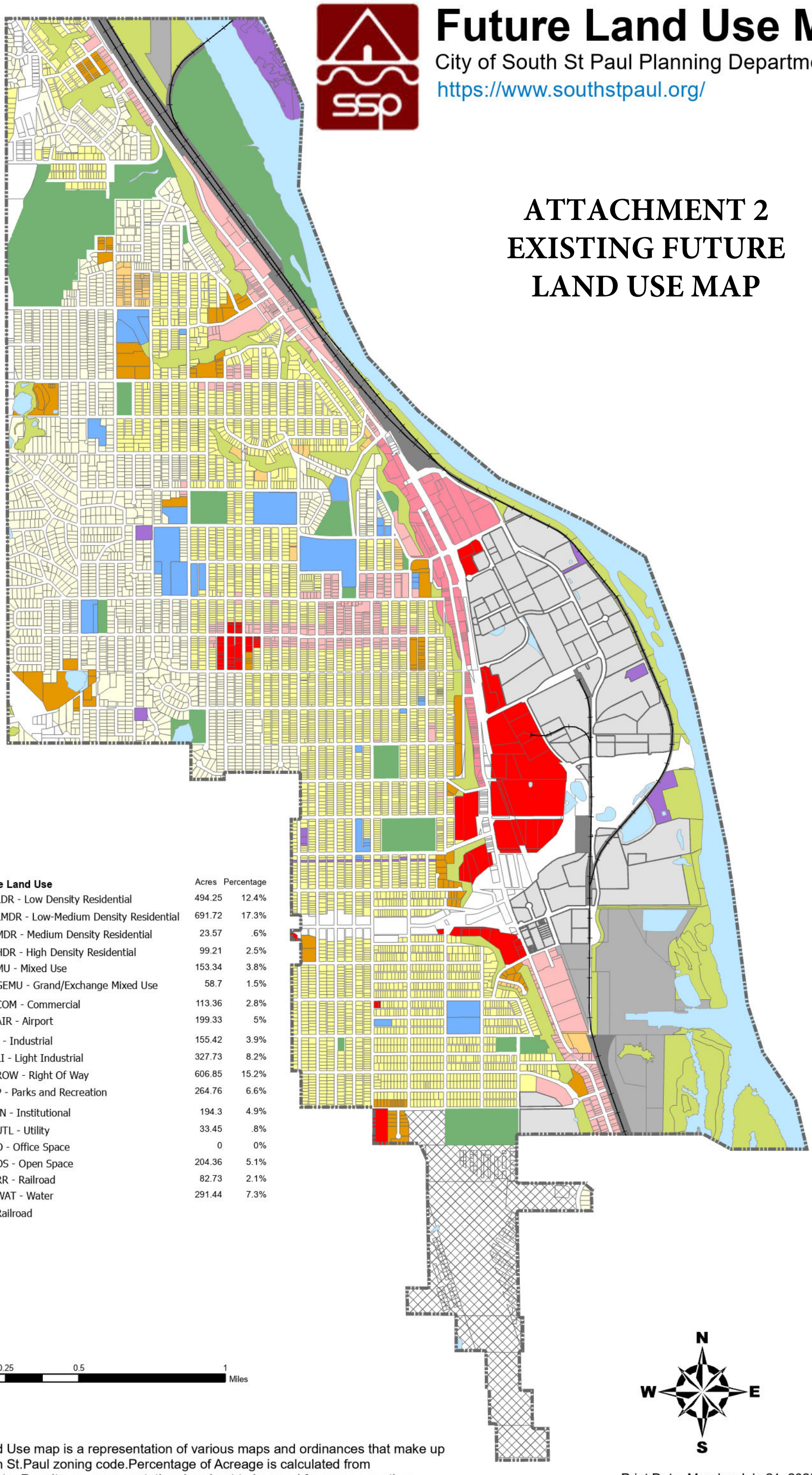
Note: The lone blue "Institutional" parcel was already re-guided to "Industrial" via a comprehensive plan amendment that was enacted on July 21st following Metropolitan Council approval on June 24th.

Future Land Use Map

City of South St Paul Planning Department

https://www.southstpaul.org/

ATTACHMENT 2
EXISTING FUTURE LAND USE MAP



Res. Density Units/Acre	Future Land Use	Acres	Percentage
1-5	LDR - Low Density Residential	494.25	12.4%
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	Railroad		

0 0.25 0.5 1 Miles

N W E S

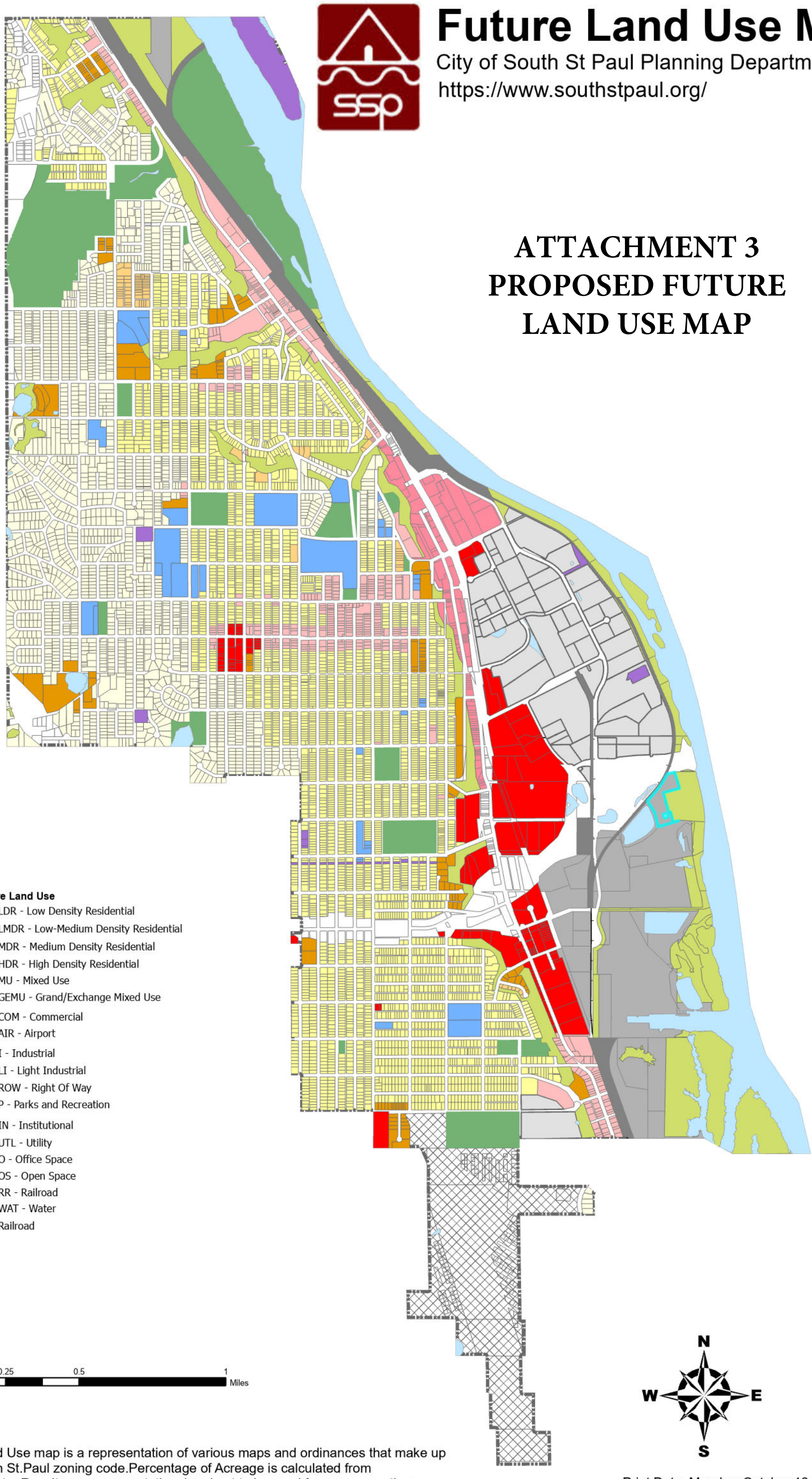
The Future Land Use map is a representation of various maps and ordinances that make up the City of South St.Paul zoning code.Percentage of Acreage is calculated from county parcel data. Results are representational and not to be used for purposes other than zoning. For detail information pertaining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

Print Date: Monday July 21, 2025
Approved: July 21, 2025
Prepared by: South St Paul GIS

Future Land Use Map

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

ATTACHMENT 3
PROPOSED FUTURE LAND USE MAP



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

Print Date: Monday, October 13, 2025
Last Updated: December 5, 2022
Prepared by: South St Paul GIS

ATTACHMENT 4
PROPOSED TEXT AMENDMENTS

PROPOSED TEXT CHANGES TO FUTURE LAND USE CHAPTER

From Page 4-64 through 4-66:

Future Land Use designations

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The Mixed-Use category is intended to allow for developments which combine residential, office, retail, and commercial uses through planned development. These uses may be mixed within the same building (vertical mixed use) or may be in separate buildings that are mixed within the same area (horizontal mixed use). Overall, throughout all mixed-use areas, 40% of development is expected to be residential.
The exact mix of uses will depend on the site and will need to be sensitive to the development context. Mixed-use development within the Southview Hill area is expected to be of lesser scale than sites identified along Concord Street due to the size of remaining developable sites and the context of the surrounding neighborhood.

The minimum density in this category is 13 units per acre except in the Grand/Exchange Mixed-Use area where the minimum density is 25 units per acre. The maximum density in this category is 60 units per acre except in the Grand/Exchange Mixed-Use area the maximum density is 75 units per acre. District-wide, the City expects new development to meet minimum density requirements but individual infill projects in mixed-use areas may not always meet the minimum. The City expects that many development projects in mixed-use areas will not include any dwelling units and some smaller infill projects, including small vertical mixed-use buildings, may include a number of dwelling units that falls short of meeting the minimum requirement.

Mixed Use sites that include high density residential buildings should utilize the criteria listed above for multifamily development when siting buildings and use design to ensure that the proposed building is sensitive to the context of the development site.

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Includes office-warehouse, office-showroom, warehousing and storage, assembly and light manufacturing, utility installations, offices. Retail sales are also permitted as an accessory use on light industrial sites.

Light Industrial uses are found throughout BridgePoint Business Park (the area bordered by Concord Street on the west, the Mississippi River on the east, and I-494 on the south) and also some properties south of I-494 in high visibility areas. Metropolitan Council equivalent is part of "Industrial".

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Includes anything that could go into a light industrial area, as well as some remaining general industrial uses such as the barge/bulk terminal, warehousing and storage, and some railroad uses. Some industrial areas may also allow animal processing uses as long as adequate controls are in place to prevent odor pollution and other nuisances. Industrial uses are generally located to the south of I-494 and east of Concord Street. The Metropolitan Council equivalent is part of "Industrial".

From Page 4-89 through 4-92

District 10

Planning District 10 is bordered on the west by the City's western border/9th Avenue, on the north by Interstate 494, on the east by Concord Street, and on the south by South Street.

Land Use Issues

Planning District 10 is dominated by small lot single-family homes and some duplex uses. The majority of the homes in this area were built since 1945. Kaposia Education Center, built in 1996, is the elementary school and ECFE site in this district and is the newest school in the community. Below the bluff, the district also includes a large commercial car dealership site and the western side of the properties along Concord Street South which area a mixture of residential and commercial uses. High-density residential apartment uses are present at the northwest corner of the district and the northeast corner across from the car dealership. The area includes two smaller parks and is across the street from the large McMorrow Field (District 12). At the southeastern corner of the district is the northern half of the Dawn Way landfill site. The demolition landfill straddles the border between South St. Paul and Inver Grove Heights and is currently operated by Frattalone companies.

Future Land Use

Areas of future development for District 10 are anticipated in a few locations; the west side of Concord Street, the Dawn Way landfill site, and the vacant parcel at the corner of South Street and 5th Avenue South. The parcel at South Street and 5th Avenue South had zoning approval for a 28-unit apartment building in the summer of 2017 but the development never occurred. The area is guided for High Density Residential and

zoned for multifamily residential development.

When the Dawn Way Landfill site was last purchased, one part of the agreement was a land use plan for the eventual redevelopment after closure of the landfill site. The plan for the site included primarily light industrial uses with an area of low residential and mixed-use along the northern portion of the site abutting the existing residential uses. The landfill site land use plan also included a possible road or transportation link through the site that could connect from Henry Avenue at the top of the hill to Poplar Street at the bottom.

The west side of Concord Street was given new guidance via the South Concord Corridor Small Area Plan which was approved on June 16, 2025. The plan calls for the northern part of the corridor to remain "commercial" while the southern part of the corridor will be guided as "mixed use" to allow infill development which is integrated with the existing residential neighborhood. ~~south of Richmond Street is a mixture of businesses and homes that abut the toe of the bluff. These properties have been guided as mixed-use. though further study will be necessary to determine the best mixture of land uses both on the west side of Concord Street and those across Concord Street which are in Planning District 11.~~

District 11

Planning District 11 is bordered on the west by Concord Street, on the north by Interstate 494, on the east by the Mississippi River, and on the south by the City's southern border at Linden Street.

Land Use Issues

The land uses in Planning District 11 are a range of industrial, commercial, and some residential uses. The area includes one of the largest privately owned properties in the community, the 90+ acre Kinder Morgan – Dakota Bulk plant which deals in bulk commodities transported by barge or rail. The area also includes a gun club site, the only manufactured home park in the city, a smattering of single-family homes, and the 30+ acre Danner site. The Mississippi River Regional Trail (MRRT) winds its way along the river through this district and then along the Union Pacific Railroad tracks before continuing into Inver Grove Heights. At the northeast corner of this district is the DNR boat launch property, which includes a fishing pier, the only public boat launch site in the community, and on the property's western side, is the community garden.

Future Land Use

The area north of Richmond Street and the regional trail includes properties that are very visible from Interstate 494 and are an area that the City again is stressing the importance of aesthetics, and trying to minimize areas of exterior storage. Similar to District 9, this area also has a continued emphasis on reducing the impact of odor generating land uses. New land uses and expansions require determination to confirm that the land use will not generate objectionable odors, while the City teams with a consulting company to help determine the sources of odor complaints for existing uses.

The Danner property is the largest development site in the community and the character and appearance of development at this location is vital to the community's development potential in the BridgePoint area or this office/industrial area south of the Wakota Bridge. The City has worked with ownership and prospective developers to get necessary approvals in place to allow development of the site.

The City Council approved the South Concord Corridor Small Area Plan on June 16, 2025. This plan calls for commercial/industrial development along Concord Street itself with a high level of attention to aesthetics along the Concord Street frontage. Most of the land that is not along Concord Street is guided "Industrial" and the plan calls for separating this area into two different zoning districts, one of which will allow animal processing uses with carefully formulated performance standards to prevent nuisances such as odors. Per the adopted plan, properties at the southern end of the Concord Street Corridor will be guided "mixed-use" to allow context-sensitive infill development that augments the existing residential neighborhood which also contains some small businesses. ~~The properties on the east side of Concord Street and between Richmond Street and Spruce Street are guided for mixed-use but many of these parcels have been contractor's yards and similar uses in the past. In addition, the sites have a split zoning with the western half being commercial and the eastern half as industrial. The mixed- use designation would be consistent with planned future land uses on the west side of Concord Street and could help to provide a buffer between the industrial uses to the east and residential properties west of Concord Street. Additional study of these parcels will be necessary to refine the land uses and determine the market for the properties.~~

Goal 9.6: Work with public owners of land to develop additional recreational facilities within the Critical Area/MRCCA corridor:

Policy 9.6.1: Convert the portion of the former Metropolitan Council Environmental Services (MCES) land along the Mississippi River on the east side of the planned extension of Verderosa Avenue into ~~recreational facilities or~~ open space for the City, per the standards and guidelines of Executive Order 79-19. This shall include working with MRCCA to improve and restore natural habitat and restore natural vegetation.

Policy 9.6.2: Develop the Wakota Trailhead and Overlook at the DNR Boat Launch site and adjacent trail property.

Policy 9.6.3: Cooperate with the Cities of Saint Paul, Inver Grove Heights, and Dakota County to connect the Mississippi River Regional Trail (MRRT) with other recreational facilities in the region, per the standards and requirements of Executive Order 79-19.

Action 9.6: Convert the portion of the former Metropolitan Council Environmental Services (MCES) land along the Mississippi River on the east side of the planned extension of Verderosa Avenue into ~~into recreational facilities or~~ open space for the City » Per the standards and guidelines of Executive Order 79-19 » This shall include working with MRCCA to improve and restore natural habitat and restore natural vegetation	5-10	*Critical Area 1

ATTACHMENT 5
PROPOSED FUTURE LAND USE MAP ACREAGE CHANGES

The Following Acreage Changes are Being Proposed for Each Land Use Category:

1. 18.46 acres of land that is currently guided “Mixed-Use” will be instead guided “Commercial.

2. 11.89 acres of land that is currently guided “Light Industrial” will be instead guided “Commercial.”

3. 82.49 acres of land that is currently guided “Light Industrial” will be instead guided “Industrial.”

4. 3.42 acres of land that is currently guided “Medium Density Residential” will be instead guided “Mixed-Use.”

5. 5.57 acres of land that is currently guided “Utility” will be instead guided “Industrial.”

Table 4.2: Future Land Use 2040

Future Land Use	Gross Acres	%
LDR - Low Density Residential	494.25	12.4%
LMDR - Low-Medium Density Residential	691.72	17.3%
MDR - Medium Density Residential	23.57	0.6%
HDR - High Density Residential	99.21	2.5%
MU - Mixed Use	~~153.34~~ 138.30	~~3.8%~~ 3.5%
GEMU- Grand/Exchange Mixed Use	58.7	1.5%
COM - Commercial	~~121.48~~ 151.83	~~3.0%~~ 3.8%
AIR - Airport	199.33	5.0%
I - Industrial	~~160.08~~ 248.14	~~4.0%~~ 6.2%
LI - Light Industrial	~~327.73~~ 233.35	~~8.2%~~ 5.8%
ROW - Right of Way	606.61	15.2%
P - Parks and Recreation	264.76	6.6%
IN - Institutional	192.67	4.8%
UTL - Utility	~~33.45~~ 27.88	~~0.8%~~ 0.7%
O - Office	0.00	0.0%
OS - Open Space	201.33	5.0%
RR - Railroad	82.73	2.1%
WAT - Water	291.44	7.3%
	3,993.56	100.00%

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2025-122

A RESOLUTION APPROVING AN AMENDMENT TO THE 2040 COMPREHENSIVE PLAN TO IMPLEMENT THE SOUTH CONCORD CORRIDOR SMALL AREA PLAN

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

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

WHEREAS, Action 4.3, Action 5.3, and Action 7.3 of the 2040 Comprehensive Plan call for updating the South Concord Corridor Plan which was established in 2009 and had an unadopted update in 2012; and

WHEREAS, the City undertook a project to update the South Concord Corridor Plan which involved a market study and series of public meetings with the Planning Commission and City Council during 2024 and early 2025; and

WHEREAS, the City Council approved the South Concord Corridor Small Area Plan at their June 16, 2025 meeting; and

WHEREAS, the adopted South Concord Corridor Small Area Plan calls for specific changes to the 2040 Comprehensive Plan's future land use map and also calls for minor text amendments in support of those changes; and

WHEREAS, the South St. Paul City Council directed staff to prepare a comprehensive plan amendment to implement the South Concord Corridor Small Area Plan; and

WHEREAS, notice of the proposed comprehensive plan amendment was sent to adjacent and affected jurisdictions via email on September 2, 2025 and the 60-day comment period ended on November 1, 2025; and

WHEREAS, the Planning Commission held a public hearing for the proposed comprehensive plan amendment at their regular meeting on October 1, 2025. After considering the amendment and all public comments, they recommended approval of the amendment with a 5-0 vote; and

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

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

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

1. The Planning Manager is directed to submit the comprehensive plan amendment implementing the South Concord Corridor Small Area Plan.

2. The Planning Manager shall work with the City's consultants and the Metropolitan Council to respond to any advisory comments given by the Metropolitan Council as part of their approval.

Adopted this 3rd day of November, 2025

_____

City Clerk

ATTACHMENTS

A- Proposed Future Land Use Map Changes

B- Proposed Future Land Use Map

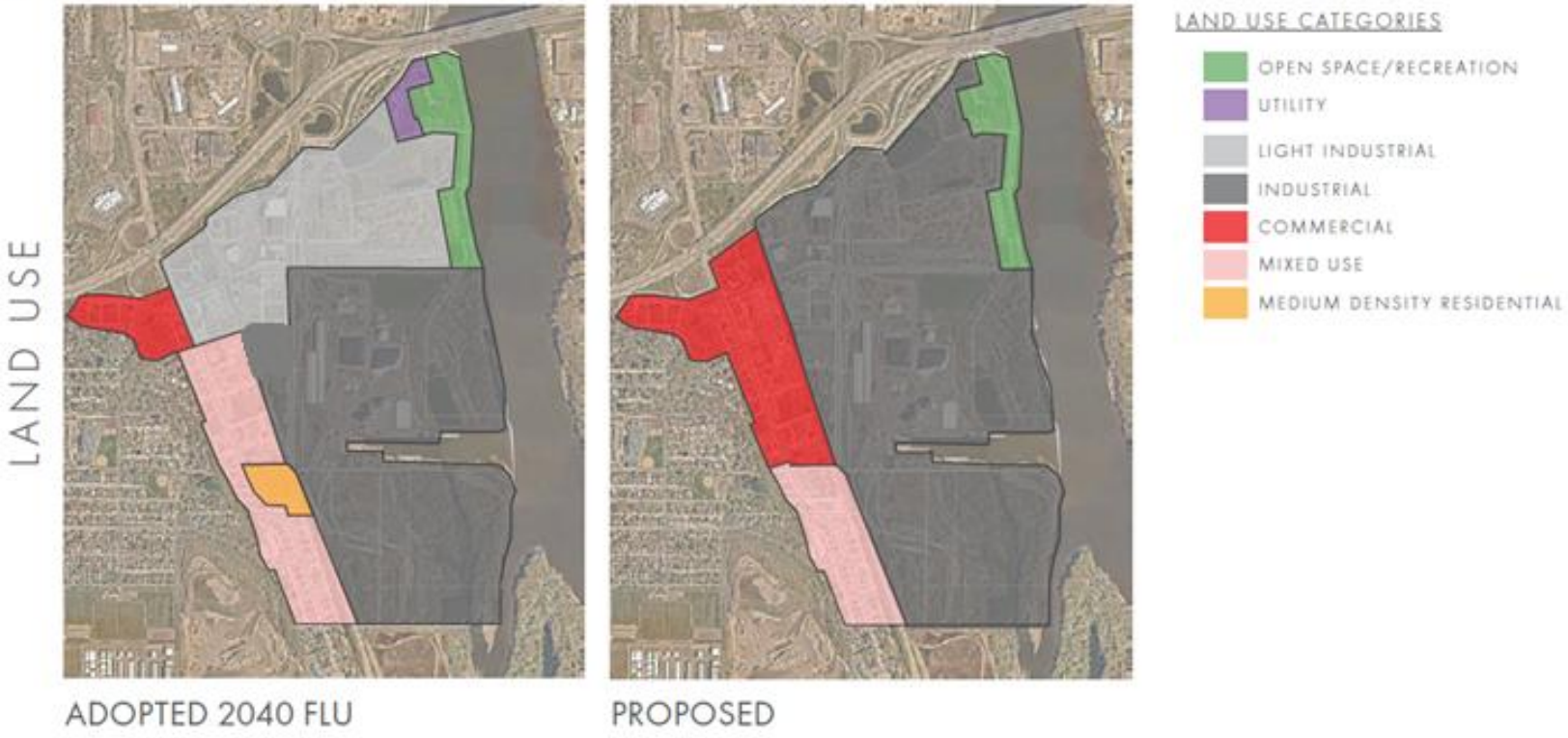
C- Proposed Future Land Use Map Acreage Changes

D- Proposed Future Land Use Map Acreage Table

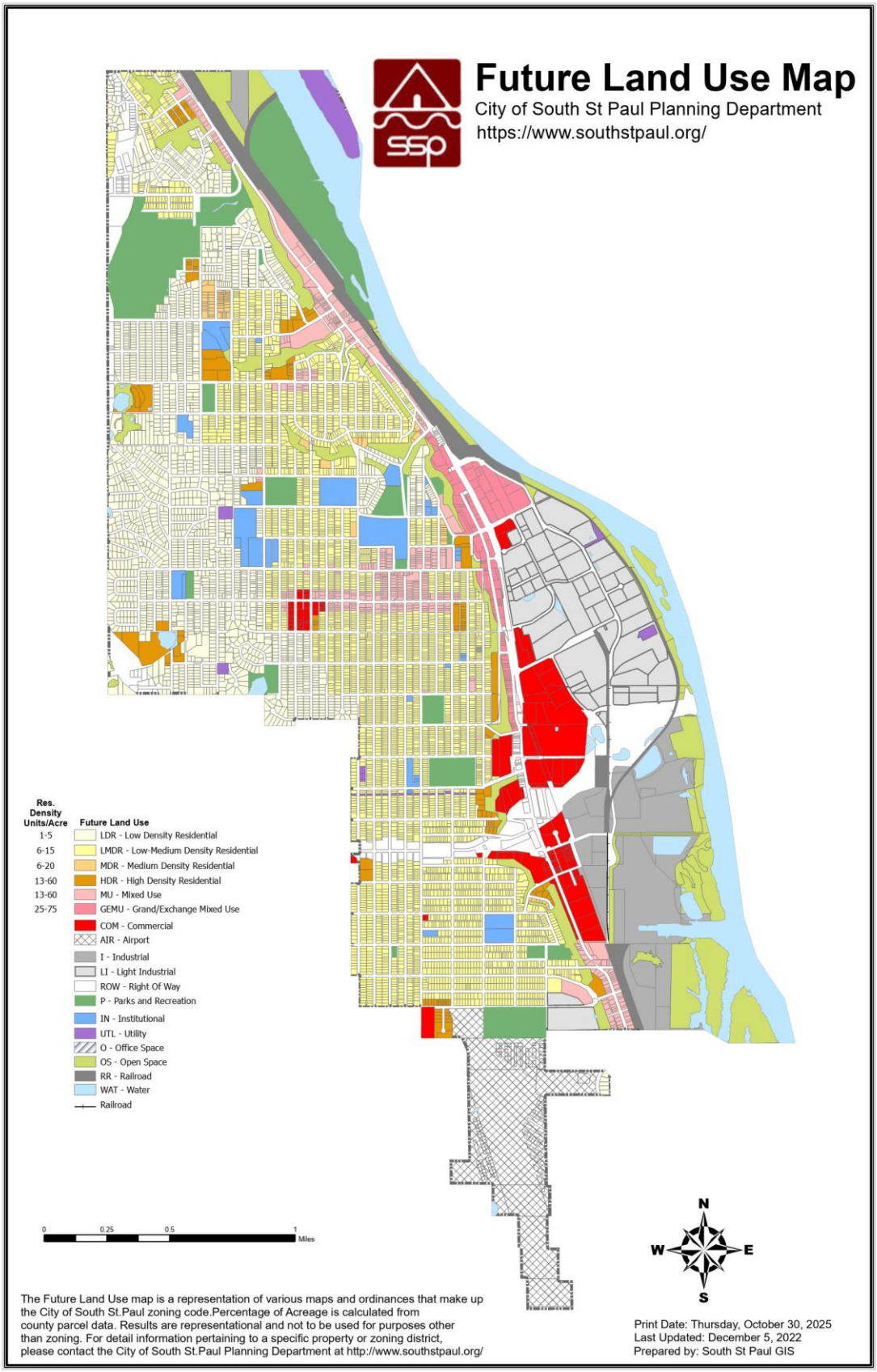
E- Proposed Text Amendments

ATTACHMENT A
PROPOSED FUTURE LAND USE MAP CHANGES

Figure 12. Land Use Changes



ATTACHMENT B
PROPOSED FUTURE LAND USE MAP



ATTACHMENT C
PROPOSED FUTURE LAND USE MAP ACREAGE CHANGES

The Following Acreage Changes are Being Proposed for Each Land Use Category:

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ATTACHMENT D
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ATTACHMENT E
PROPOSED TEXT AMENDMENTS

PROPOSED TEXT CHANGES TO FUTURE LAND USE CHAPTER

From Page 4-64 through 4-66:

Future Land Use designations

MU: Mixed-Use (13 or 25 - 60 or 75 u/ac):

The Mixed-Use category is intended to allow for developments which combine residential, office, retail, and commercial uses through planned development. These uses may be mixed within the same building (vertical mixed use) or may be in separate buildings that are mixed within the same area (horizontal mixed use). Overall, throughout all mixed-use areas, 40% of development is expected to be residential.
The exact mix of uses will depend on the site and will need to be sensitive to the development context. Mixed-use development within the Southview Hill area is expected to be of lesser scale than sites identified along Concord Street due to the size of remaining developable sites and the context of the surrounding neighborhood.

The minimum density in this category is 13 units per acre except in the Grand/Exchange Mixed-Use area where the minimum density is 25 units per acre. The maximum density in this category is 60 units per acre except in the Grand/Exchange Mixed-Use area the maximum density is 75 units per acre. District-wide, the City expects new development to meet minimum density requirements but individual infill projects in mixed-use areas may not always meet the minimum. The City expects that many development projects in mixed-use areas will not include any dwelling units and some smaller infill projects, including small vertical mixed-use buildings, may include a number of dwelling units that falls short of meeting the minimum requirement.

Mixed Use sites that include high density residential buildings should utilize the criteria listed above for multifamily development when siting buildings and use design to ensure that the proposed building is sensitive to the context of the development site.

COM: Commercial:

Includes retail sales/services, restaurants, hotels/motels, and for-profit entertainment/recreational facilities as well as general office buildings. It is expected that at least part of the commercially guided area south of Interstate 494 and east of Concord Street will also include industrial uses that have been determined to be compatible with commercial development along the Concord Street corridor.

LI: Light Industrial:

Includes office-warehouse, office-showroom, warehousing and storage, assembly and light manufacturing, utility installations, offices. Retail sales are also permitted as an accessory use on light industrial sites.

Light Industrial uses are found throughout BridgePoint Business Park (the area bordered by Concord Street on the west, the Mississippi River on the east, and I-494 on the south) and also some properties south of I-494 in high visibility areas. Metropolitan Council equivalent is part of "Industrial".

I: Industrial:

Includes anything that could go into a light industrial area, as well as some remaining general industrial uses such as the barge/bulk terminal, warehousing and storage, and some railroad uses. Some industrial areas may also allow animal processing uses as long as adequate controls are in place to prevent odor pollution and other nuisances. Industrial uses are generally located to the south of I-494 and east of Concord Street. The Metropolitan Council equivalent is part of "Industrial".

From Page 4-89 through 4-92

District 10

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Land Use Issues

Planning District 10 is dominated by small lot single-family homes and some duplex uses. The majority of the homes in this area were built since 1945. Kaposia Education Center, built in 1996, is the elementary school and ECFE site in this district and is the newest school in the community. Below the bluff, the district also includes a large commercial car dealership site and the western side of the properties along Concord Street South which area a mixture of residential and commercial uses. High-density residential apartment uses are present at the northwest corner of the district and the northeast corner across from the car dealership. The area includes two smaller parks and is across the street from the large McMorrow Field (District 12). At the southeastern corner of the district is the northern half of the Dawn Way landfill site. The demolition landfill straddles the border between South St. Paul and Inver Grove Heights and is currently operated by Frattalone companies.

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PROPOSED CHANGES TO THE PARKS, TRAILS, AND RECREATION CHAPTER

Goal 9.6: Work with public owners of land to develop additional recreational facilities within the Critical Area/MRCCA corridor:

Policy 9.6.1: Convert the portion of the former Metropolitan Council Environmental Services (MCES) land along the Mississippi River on the east side of the planned extension of Verderosa Avenue into ~~recreational facilities or~~ open space for the City, per the standards and guidelines of Executive Order 79-19. This shall include working with MRCCA to improve and restore natural habitat and restore natural vegetation.

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Policy 9.6.3: Cooperate with the Cities of Saint Paul, Inver Grove Heights, and Dakota County to connect the Mississippi River Regional Trail (MRRT) with other recreational facilities in the region, per the standards and requirements of Executive Order 79-19.

Action 9.6: Convert the portion of the former Metropolitan Council Environmental Services (MCES) land along the Mississippi River on the east side of the planned extension of Verderosa Avenue into ~~into recreational facilities or~~ open space for the City » Per the standards and guidelines of Executive Order 79-19 » This shall include working with MRCCA to improve and restore natural habitat and restore natural vegetation	5-10	*Critical Area 1

CITY COUNCIL AGENDA REPORT

DATE: February 17, 2026
DEPARTMENT: Police
PREPARED BY: Brian Wicke
AGENDA ITEM NUMBER: 8.G.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Purchase of Three (3) Police Vehicles

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Motion authorizing the purchase of three (3) police vehicles at a combined price of $135,159.18.

OVERVIEW
Police Department vehicles are included in the self-sustaining Central Garage fund and are replaced as needed. As part of the regular fleet rotation and replacement plan, and after consultation with public works staff, the police department plans to replace three vehicles in 2026. Two of the vehicles to be replaced are Ford Police Interceptor Utility squads, which the department has been using since 2012 and are to be assigned to the patrol division. The third vehicle to be replaced is also a Ford Police Interceptor Utility assigned to the investigative division and is to be replaced with a similar type vehicle. All vehicles scheduled to be replaced are reaching the end of their respective lives for effective service as they are accumulating high mileage, engine hours, and have become increasingly costly to maintain.

Police staff recommend the purchase of two (2) 2026 Ford Police Interceptor Utility squads from State of Minnesota Cooperative Purchasing Venture contract #244262 at a per-unit cost of $46,726.44 and one (1) 2026 Chevrolet Traverse squad from State of Minnesota Cooperative Purchasing Venture contract #260206 at a per-unit cost of $41,706.30. Procuring these vehicles through the State of Minnesota Cooperative Purchasing Venture leverages the purchasing power of the entire state and allows purchase without a separate bidding process. The total impact of this purchase, including changeover costs and replacement equipment, was discussed during the budgetary process and is included in the 2026 Central Garage budget.

SOURCE OF FUNDS
Central Garage Fund

ATTACHMENTS
1. 2026 Investigative Squad
2. 2026 Patrol Squad

QUOTATION MN CONTRACT 260206 90-120 ARO	***NORTH COUNTRY GM*** 1502 E HOWARD ST HIBBING, MN 55746 218-263-7576 fax 800-894-7579		ITEM #	***CONTACT PERSON*** FLEET MGR BOB O'HARA 218-349-8955
			CRSU9	
BASE MODEL	2026 CHEV TRAVERSE 2LT AWD		1LB56	$ 39,280.30
option cost				
				-
STD	Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT) (328 hp [244 kW] @ 5500 rpm, 326 lb-ft of torque [442 N-m] @ 3500 rpm)(STD)	X	LK0	STD
STD	8 SPEED AUTO	X	MF8	STD
N/C	8 Passenger Seating Second Row Bench Seat. Std is 7 Passenger		ABC	-
N/C	7 Passenger Seating Standard	X	X	N/C
STD	POWER DRIVERS SEAT	X		STD
STD	HEATED Driver and Passenger seat	X		STD
STD	HEATED STEERING WHEEL	X		STD
STD	Adaptive Cruise Contrl	X		STD
STD	REMOTE START	X		STD
88.00	BLOCK HEATER		K05	-
1,078.00	Driver Confidence Package Includes Key card, (DRZ) Rear camera mirror, (KI6) 120V-volt power outlet, (UKK) Rear Pedestrian Alert, (UV2) HD Surround Vision and (UVX) Traffic Sign Recognition	X	BGP	$1,078.00
374.00	LPO, Floor Liner Package includes (RIA) front and second row all-weather floor liner, LPO, (RIB) third row all-weather floor liner, LPO and (CAV) integrated cargo liner, LPO (Not available with (PDH) Interior Protection Package, LPO or (PDZ) Interior Enhancement Package, LPO.)		PDF	-

418.00	LPO, Interior Protection Package includes (VAV) first and second row all-weather floor mats, LPO, (VKN) third row all-weather floor mats, LPO and (VLI) all-weather cargo mat (Not available with (PDF) Floor Liner Package, LPO or (PDZ) Interior Enhancement Package, LPO.)	X	PDH	$418.00
347.60	LPO, Front and rear splash guards, custom molded		VQK	-
STD	DEEP TINTED GLASS	X	AK0	STD
				-
	DEALER OPTIONS	QTY		-
275.00	EXTRA KEYS/FOB	0	DLR1	$0.00
	COLORS			-
435.60	RADIANT RED TINTCOAT		GNT	
N/C	LAKESHORE BLUE	X	GXP	N/C
N/C	STERLING GRAY MET		GXD	-
N/C	MOSAIC BLACK MET		GB8	-
N/C	WHITE		GAZ	-
	INTERIOR			
N/C	BLACK CLOTH		H1T	-
910.00	EVOTEX JET BLACK	X	HHJ	$910.00
				$ 41,686.30
				-
2,865.933	MN STATE SALES TAX @6.875			-
289.25	TAX EXCEMPT PLATES TITLE & TRANS			-
20.00	TRANSIT TAX	X		$20.00
				$ -
				$ 41,706.30

contact name	**Commander Daniel Salmy**
customer	**South St Paul Police Dept**
address	**125 3rd Ave N**
city, ST zip	**South St Paul, MN 55075**
phone #	**(651) 413-8303**
email address	dsalmey@southstpaul.org

PO # _____

FACTORY ORDER NUMBER _____

Assn. Ctr # 10017

TENVOORDE FORD, INC P O BOX 1045 ST CLOUD, MN 56302

QUOTE

Customer City of South St. Paul

Name
Address 125 3rd Ave N
City South St Paul MN ZIP 55075
Phone 651-554-3304

Misc

Date 2/10/2026
Order No.
Contract No. 244262

Qty	Description	Unit Price	TOTAL
2	2026 Police Interceptor AWD K8A S	$ 42,762.44	$ 85,524.88
2	99B - AWD 3.3L V6	$ -	$ -
	Added Factory Options		$ -
2	UM - Agate Black	$ -	$ -
2	9W - Interior Charcoal Black	$ -	$ -
2	153 - License Plate Bracket	$ -	$ -
2	63B - Side Marker LED	$ 461.00	$ 922.00
2	51T - Spot Lamp	$ 394.00	$ 788.00
2	87M - Backup Camera	$ -	$ -
2	68G - Rear Door Controls Inoperable	$ 76.00	$ 152.00
2	59D - Keyed Alike - 0135x	$ 47.00	$ 94.00
2	85R - Rear Console Plate	$ 56.00	$ 112.00
2	16D - Badge Delete	$ -	$ -
2	5 Year - 125,000 Premium Care	$ 2,930.00	$ 5,860.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		SubTotal	$ 46,726.44
		TOTAL	$ 93,452.88

Delivery Address if Different From Billing

NET 30

Vehicle Pickup Location Tenvoorde Ford 185 Roosevelt Rd St. Cloud MN, Monday-Friday 8:00am-5:00pm Please Call Jade Aanenson 612-703-7789 Cell or Bob Aanenson 320-224-2808 Cell With Any Questions

Tenvoorde Ford The World's Oldest Ford Dealership

CITY COUNCIL AGENDA REPORT

DATE: February 17, 2026
DEPARTMENT: Economic Development
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 8.H.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approval of Proposal for Environmental Consulting Services - Hardman Triangle

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Through consent motion, accept proposal from Braun Intertec and authorize completion of Phase I Updates, VIC and Brownfield Enrollments with MPCA, Response Action Plan/Construction Contingency Plan preparation, Environmental Oversight, an Grant Application Assistance within the Hardman Triangle.

OVERVIEW
In late 2022, the South St. Paul Economic Development Authority (EDA) issued a Request for Proposal for Environmental Consulting Services within the Hardman Triangle redevelopment area. The EDA reviewed three professional services proposals at that time and selected Braun Interetec for the completion of Phase II Environmental Assessments, Soil Vapor Sampling, and Hazardous Building Material Surveys for the project. These tasks were completed in 2023, and revealed the need to complete one or more Response Action Plans and potentially additional environmental services related to site development and grant applications as a redevelopment plan took shape.

Throughout late 2024 and early 2025, the EDA worked to prepare the Hardman Triangle Masterplan and District Stormwater Guide, which was approved by the EDA and City Council on March 3, 2025. In December 2025, Council accepted a proposal from Urban Ecosystems and authorized the execution of a design services agreement to complete Civil Design of the proposed public improvements identified in the Masterplan and Stormwater Guide. As such, Staff is prepared to re-engage with Braun Intertec to prepare a Response Action Plan in support of the implementation of the Masterplan and Stormwater Guide and in alignment with the Civil Design work now underway.

SOURCE OF FUNDS
Braun's Estimated Cost for these services is $41,350, with most tasks being billed on a time and materials basis. The EDA's Development Fund has available fund balance to support the work.

ATTACHMENTS
1. RAP Proposal - Hardman Triangle Redevelopment

February 10, 2026 Proposal 10005794

Ryan Garcia
City of South St. Paul
125 3rd Avenue North
South St. Paul, Minnesota

Re: Proposal for Environmental Consulting Services
Hardman Triangle Redevelopment
All or Portions of Eight Parcels East of Concord Avenue North and North of Grand Avenue North
South St. Paul, Minnesota
MPCA Site ID BF0003203

Dear Mr. Garcia,

Braun Intertec Corporation (Braun Intertec) submits this proposal for environmental consulting services for the proposed Hardman Triangle Redevelopment Project located in the area East of Concord Avenue North and North of Grand Avenue in South St. Paul, Minnesota (Site, Hardman Triangle). This proposal describes the proposed scope of services relating to the planned redevelopment of the Site.

Project Understanding

Braun Intertec understands that the City of South St. Paul (Client), and its private development partners, plan to redevelop the Hardman Triangle Site for mixed residential, commercial and public park space uses. The Site consists of all or portions of eight contiguous parcels that are included within the overall Hardman Triangle Redevelopment Master Plan. The eight parcels are shown on the attached Figure 1. Historically, the Site has a history of being utilized for commercial and industrial uses, specifically including meat packing and processing facilities.

Current redevelopment plans include three distinct redevelopment boundaries as a part of the larger overall redevelopment of the Site. For the purposes of this proposal, the three development boundaries include:

- Proposed City Park, Right-of-Way, and Public Infrastructure (Public Realm)
- Proposed Housing Parcel Development (Housing Parcel)
- Proposed Retail Parcel Development (Retail Parcel)

Portions of the Public Realm Parcel at the Site are currently enrolled within the Minnesota Pollution Control Agency Petroleum Brownfield Program under the Brownfield's ID: BF0003203. The parcels that are currently enrolled under BF0003203 include 36-03800-00-053, 36-03800-00-054, 36-03800-00-055, 36-15050-01-010, and portions of 3603800-00-072.

Braun Intertec understands that the Client, and its private development partners, would like to enroll all of the parcels for the three development boundaries under a single project into the MPCA Voluntary Investigation and Cleanup (VIC) Program and Petroleum Brownfields (PB) programs in support of the larger overall Hardman Triangle Redevelopment.

Recent and historical environmental investigations at the Site have identified a combination of impacts to soil, groundwater, and/or soil vapor throughout the Site and within the proposed redevelopment footprints. Impacts to soil include buried debris-laden fill and a combination of chemical impacts that exceed their respective MPCA soil reference values and soil leaching values, including Diesel Range Organics (DRO), Polycyclic Aromatic Hydrocarbons (PAHs), metals, and volatile organic compounds (VOCs). Impacts to groundwater above their respective Minnesota Department of Health (MDH) regulatory criteria include DRO and metal impacts. Impacts to soil vapor include detected concentrations of VOCs that exceed their respective 33x Residential and/or Commercial Intrusion Screening Values (ISVs); and methane has been detected across the Site in soil vapor at concentrations that exceed the MPCA action level of 5% of the Lower Explosive Limit (LEL), or 5,000 parts per million by volume (ppmv).

Scope of Services

As a part of this proposal, Braun Intertec will provide the following Scope of Services:

- Task 1 – Phase I Update Letter
- Task 2 – Project Management, Meetings, and MPCA Correspondence
- Task 3 – Environmental Oversight of Geotechnical Test Pit Investigation
- Task 4 – Response Action Plan / Construction Contingency Plan Preparation
- Task 5 – Grant Application Assistance

Each Task is described in further detail in the following Sections.

Task 1: 2024 Phase I Update Letter for MPCA Enrollment

The Client would like to enroll the 240 Concord Street North property into the MPCA Brownfields Program to combine with the BF0003203 site. A Phase I Environmental Site Assessment (ESA) was recently completed for the 240 Concord Street North property, the results of which can be found in the report entitled *Phase I Environmental Site Assessment; Concord Poultry Processing; 240 Concord Street North; South St. Paul, Minnesota 55075;* prepared by Professional Service Industries, Inc; dated June 27, 2024 (2024 Phase I ESA). The MPCA typically requires that a Phase I ESA report is not older than 12 months for a given Site for Brownfields Enrollment processes.

However, in certain circumstances, such as when site conditions have remained the same or are minimally changed, the MPCA Brownfield Program may accept a Phase I ESA report that is older than one year. A site update letter is required in this situation. The letter must either discuss any changes since the

Phase I ESA report was prepared or include a specific statement confirming that conditions have not changed and the Phase I ESA report, as written, remains representative of current site conditions. Note that Brownfield Program staff, after review of the Phase I ESA report and site update letter, may still require completion of an updated Phase I ESA report.

As a part of this Task, Braun Intertec will review the 2024 Phase I ESA and Site usage since the 2024 Phase I ESA was prepared. If no changes to the usage of the Site are identified, Braun Intertec will prepare a Letter Report documenting that the findings of the 2024 Phase I ESA remain valid for submission to the MPCA Brownfields Programs.

Task 2: Project Meetings, Coordination, and MPCA Correspondence

Braun Intertec has included costs for meetings and correspondence with the project teams, Minnesota Pollution Control Agency (MPCA), appropriate grant funding staff, and other relevant parties to coordinate the project. For the purposes of this proposal, Braun Intertec has included up to 12 hours at the Project Scientist/Engineer level, and up to 12 hours at the Senior Scientist/Engineer level to attend project meetings. Actual time spent will be billed on a time and materials basis.

Additionally, as a part of this task, Braun Intertec has included estimated costs for correspondence with MPCA. Currently, five of the Site parcels are not currently enrolled within the MPCA Voluntary Investigation and Cleanup (VIC) Program and Petroleum Brownfields (PB) Program. Due to the recent and historically identified impacts to soil, groundwater, and soil vapor at the Site, the parcels that are not currently enrolled in the MPCA Brownfields program under BF0003203 should also be enrolled under the existing Brownfield ID. The parcels that are not currently enrolled within the VIC and PB program include:

- 36-03800-00-060
- 36-03800-00-061
- 36-03800-00-062
- 36-03800-00-072 (portions of)
- 36-03800-00-073

The MPCA's Programs are a fee-for-service program that provide MPCA technical assistance to owners and voluntary parties for petroleum and non-petroleum contaminated sites. Enrolling in the MPCA Programs requires preparation of an application and associated submittals using the online e-Service portal. The goal of enrolling in the Programs for this Site is to obtain applicable technical approvals and liability assurances from the MPCA.

Braun Intertec will prepare correspondence, on behalf of the project owner, to enter the Site parcels in the MPCA VIC and PB Programs to allow for approval of the RAP (see Task 4) and issuance of applicable liability assurances. We will also correspond with the MPCA VIC and/or PB Programs to facilitate approval of the RAP and issuance of the requested liability assurances.

Please note that the MPCA will issue monthly invoices to the applicant (i.e., the development entity) for regulatory staff time for reviewing/approving project documents and preparing requested liability assurances. These costs are not included Braun Intertec's cost estimate.

Task 3: Environmental Oversight of Test Pits

It is the understanding of Braun Intertec that the project team intends on advancing pre-construction test pits within the proposed roadways and utility corridors at the proposed Site for geotechnical evaluation. During the test pit investigation, a Braun Intertec environmental professional will accompany the project team to provide environmental oversight during the test pit investigation, which is anticipated to take place in late March or April.

During excavation, soil samples will be collected in accordance with Braun Intertec Standard Operating Procedures (SOPs). Soil samples from the pits will be visually and manually classified in the field by the environmental scientist using ASTM D2488 "Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)." The environmental scientist will examine soil samples for unusual staining, odors, and other apparent signs of contamination. In addition, the soil samples will be screened for the presence of organic vapors using a photoionization detector (PID). The PID will be equipped with a 10.6-electron-volt lamp and calibrated to an isobutylene standard. The PID will be used to perform direct measurement and a headspace method of field analysis in accordance with Braun Intertec Standard Operating Procedures (SOPs).

For estimating purposes, Braun Intertec has included costs for up to 16 hours of field observation at the Staff Scientist level. Actual time needed for the test pit investigation observations will be billed on a time and materials basis, and will be based upon the selected geotechnical subcontractor (by others) schedule.

Additionally, the environmental scientist may collect soil samples for laboratory analysis for evaluation relating to soil disposal and/or soil re-use criteria. For estimating purposes, Braun Intertec has assumed costs for up to 10 laboratory analytical samples to be analyzed for:

- Diesel Range Organics (DRO) using the Wisconsin Department of Natural Resources (WDNR) Method.
- Volatile Organic Compounds (VOCs) using the United States Environmental Protection Agency (EPA) method 8260.
- Polycyclic Aromatic Hydrocarbons (PAHs) using EPA Method 8270.
- Eight Resource Conservation and Recovery Act (RCRA) Metals using EPA method 6010 and 7041.

Verbal results of the assessment will be provided to you as they become available. Upon completion of the on-Site work and receipt of laboratory analytical results, a report will be prepared detailing the methods, results, and conclusions/recommendations. A draft copy of the report will be forwarded to you prior to report finalization. Only an electronic copy of the report will be submitted to you, unless you request otherwise.

Task 4: Response Action Plan / Construction Contingency Plan Preparation

Braun Intertec will prepare a response action plan/construction contingency plan (RAP/CCP) that encompasses each of the eight parcels of the proposed redevelopment. The RAP/CCP will summarize the historical investigations of the Site and will describe the planned redevelopment, the type and location of contaminated materials that are anticipated to be encountered, and the procedures and potential

mitigation techniques that will be utilized to appropriately manage the impacts and disturbed impacted material, and will include mitigation considerations for planned buildings. In addition, the CCP portion of the document will identify procedures to appropriately manage impacts that have not been identified but might be encountered during redevelopment.

The RAP/CCP will be submitted to the MPCA for review and approval prior to the start of construction. A MPCA approved RAP is a pre-condition of applying for available environmental redevelopment cleanup grants.

Task 4: Grant Application Assistance

As a part of this Task, Braun Intertec will assist the Client with seeking funding for the soil, groundwater, and/or soil vapor remediation as appropriate. Braun Intertec will assist the Client with the preparation of applicable Grant Applications for the Minnesota DEED Contamination Cleanup Grant, Dakota County Redevelopment Incentive Grant (RIG), and Metropolitan (Met) Council Tax Base Revitalization Account (TBRA) Cleanup Grant.

It is our understanding that the Client will take the lead role in the compilation and submittal of the grant applications. Braun Intertec will assist with grant application preparation; specifically completing the environmental specific application sections and providing the required reports and documentation. Braun Intertec will correspond and assist with the Client as required to complete the grant applications.

Please note that the scope of services outlined in this proposal does not include respective grant application fees or submittal of the above-mentioned grant applications to their respective agencies.

Cost Estimate

Braun Intertec will provide the services described herein on a Time and Materials basis. The estimated cost breakdown summary is listed below.

Service Description	Cost
Task 1* – 2024 Phase I Update Letter	$ 1,500
Task 2 –** Project Meetings, Coordination, and MPCA Correspondence	$ 7,875
Task 3–** Environmental Oversight of Geotechnical Test Pit Investigation	
Field, Sampling Supplies, and Mileage	*$ 3,675*
Laboratory Analytical Testing (Cost +15%)	*$ 5,750*
Project Management and Reporting	*$ 5,525*
Task 3 Subtotal	$ 9,475
Task 4 –** Response Action Plan / Construction Contingency Plan Preparation	$ 12,050
Task 5–** Grant Application Assistance	$ 4,975
Estimated Total	**$ 41,350**

*Will be billed on a Lump Sum Basis

** Will be billed on a Time and Material Basis

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost of $41,350 presented is based on the scope of services described herein and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule.

This cost estimate was developed with the understanding that the scope of services defined herein will be performed during our normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide outside our normal business hours will be invoiced at 1.25 times the listed hourly rate. Services provided on Sunday or legal holidays will be invoiced at 1.5 times the listed hourly rate. You will be billed only for services provided on a time and material basis.

Scheduling

Braun Intertec will begin the project upon receipt of your authorization. Based on correspondence with the project team, Braun Intertec assumes that Task 3 will be initiated in late March to Early April 2026. Typical laboratory turnaround times for analytical samples are 8 to 10-business days, unless a 3 to 5-day rush is requested for an additional fee. Please note rush requests are not guaranteed by the analytical laboratory.

Braun Intertec will begin Task 4 upon receipt of your authorization and intends to have a RAP completed and submitted to MPCA prior to March 1, 2026 in support of the May 1, 2026 grant application cycle.

If the proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, Braun Intertec will notify and discuss with you the revised schedule.

General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Brad Schmidt at 651.239.3329 or Imants Pone at 512.363.6364.

Sincerely,

Braun Intertec Corporation

Bradley A. Schmidt
Project Engineer

Imants Pone
Manager, Senior Scientist

Attachments:
Figure 1 – Hardman Triangle Parcel Boundaries
General Conditions (11/4/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

_____
Authorizer's Firm

_____
Authorizer's Signature

_____
Authorizer's Name (please print or type)

_____
Authorizer's Title

_____
Date



PROPERTIES

1	**360380000010**	201 CONCORD ST
2	**360380000041**	302 HARDMAN AVE
3	**360380000053**	320 HARDMAN AVE
4	**360380000054**	130 HARDMAN AVE
5	**360380000055**	134 HARDMAN AVE
6	**360380000060**	240 CONCORD ST
7	**360380000061**	125 GRAND AVE
8	**360380000062**	125 GRAND AVE
9	**360380000072**	139 GRAND AVE
10	**360380000073**	135 GRAND AVE

N

75' 0 150'

SCALE: 1" = 150'

BRAUN INTERTEC
The science you build on
11001 Hampshire Avenue S
Minneapolis, MN 55438
952.995.2000
braunintertec.com

Drawing Information

Project No: B2509640

Drawing No: B2509640A

Drawn By:	BJB
Date Drawn:	2/9/26
Checked By:	BJS
Last Modified:	2/9/26

Project Information

Hardman Triangle Retail Parcel

135 Grand Avenue East and 139 Grand Avenue East

South Saint Paul, Minnesota

Hardman Triangle Parcel Boundaries

Figure 1

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BRAUN INTERTEC GENERAL CONDITIONS

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warrantied.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

a. Workers' Compensation: Statutory
b. Employer's Liability: $1,000,000 bodily injury, each accident | $1,000,000 bodily injury by disease, each employee | $1,000,000 bodily injury/disease, aggregate
c. General Liability: $1,000,000 per occurrence | $2,000,000 aggregate
d. Automobile Liability: $1,000,000 combined single limit (bodily injury and property damage)
e. Excess Umbrella Liability: $5,000,000 per occurrence | $5,000,000 aggregate
f. Professional Liability: $2,000,000 per claim | $2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR $50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

CITY COUNCIL AGENDA REPORT

DATE: February 17, 2026
DEPARTMENT: Parks & Recreation
PREPARED BY: John Wilcox
AGENDA ITEM NUMBER: 8.I.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approve Agreement with City of South St. Paul and Learn to Skate

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Motion to approve Resolution 2026-024 renewing the Learn to Skate agreement with Barb Yackel Blades N Motion Skating School with a three year term with option to add two additional years at conclusion of agreement.

OVERVIEW
In 2010, the City first entered into a three-year contractor Agreement with Barb Yackel for the operation of a skating school at Doug Woog Arena, and since that time Ms. Yackel's Blades N Motion school has served over 3,500 skaters including coordination with the South St. Paul Youth Hockey Association (SSPYHA) to develop the Mite Readiness program. In addition, Ms. Yackel has rented ice time and hosted several figure skating competitions at Doug Woog Arena including national level competitions. Staff have been pleased with Ms. Yackel's skate school, staff, performance and partnership.
Staff recommends the exact continuation of the previous Agreement which prescribes a share of the net program revenue of 44% to the City and 56% to the skate school in a fixed amount for the entire term of the new Agreement for 2026- 2028 with the option of an extension to 2030. The renewed Agreement is for another three-year term, with the option to extend another two years at the conclusion of the initial term.
The new Agreement is attached for your review. Ms. Yackel's skating school has been a valuable asset to Doug Woog Arena, South St. Paul Youth Hockey, and the City of South St. Paul, and Staff is recommending continuation of our partnership.

SOURCE OF FUNDS
None

ATTACHMENTS
1. LTS Resolution
2. Agreement

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-024

A RESOLUTION APPROVING THE RENEWAL OF THE LEARN TO SKATE AGREEMENT WITH BLADES N MOTION SKATING SCHOOL

WHEREAS, in 2010 the City of South St. Paul entered into a three-year contractor Agreement with Barb Yackel for the operation of the Learn to Skate program at Doug Woog Arena; and

WHEREAS, since that time Blades N Motion Skating School has served over 3,500 skaters and has coordinated with the South St. Paul Youth Hockey Association (SSPYHA) to develop the Mite Readiness program; and

WHEREAS, Blades N Motion Skating School has rented ice time and hosted several figure skating competitions at Doug Woog Arena, including national-level competitions; and

WHEREAS, the proposed Agreement renews the existing terms, including a revenue-sharing structure of forty-four percent (44%) of net program revenue to the City and fifty-six percent (56%) to Blades N Motion Skating School, for a fixed amount over the term of the Agreement; and

WHEREAS, the renewed Agreement provides for a three-year term commencing in 2026 and continuing through 2028, with the option to extend the Agreement for an additional two (2) years through 2030; and

WHEREAS, staff recommends approval of the Agreement as attached and continuation of the partnership.

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

1. The Agreement with Blades N Motion is approved and the City enters into a contract on the terms and conditions as approved by the City Attorney.

2. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Agreement in the name and on behalf of the City.

Adopted this 17th day of February 2026.

_____

City Clerk

LEARN TO SKATE AGREEMENT
AT DOUG WOOG ARENA

THIS AGREEMENT ("Agreement") made this _____ day of _____, 2026 ("Effective Date") is made between the City of South St. Paul, 125 3rd Avenue North, South St. Paul, Minnesota 55075 ("City") and Barb Yackel, ("Contractor").

DEFINITIONS

WHEREAS, the City of South St. Paul desires to engage the services of Contractor to perform certain services at Doug Woog Arena in South St. Paul; and

WHEREAS, Contractor is experienced in providing such services and is willing to perform such services in exchange for the mutual promises as set forth in this Agreement.

NOW THEREFORE, the parties mutually agree as follows:

ARTICLE 1
DEFINITIONS

The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.1 **City.** "City" means the City of South St. Paul, a municipal corporation.

1.2 **Gross Revenue.** "Gross Revenue" means the total revenue for Registration Fees from the Learn to Skate program.

1.3 **Contractor.** "Contractor" means Barb Yackel ("Blades N Motion")

1.4 **Registration Fees.** "Registration Fees" means all fees generated from the Learn to Skate program.

1.5 **Wakota Arena.** "Doug Woog Arena" means Doug Woog Arena, 141 - 6th Street South, South St. Paul, Minnesota, in which the Learn to Skate program will be conducted.

1.6 **Learn to Skate.** "Learn to Skate" means the skating program taught by Contractor or her employees or subcontractors pursuant to this Agreement.

ARTICLE 2
TERM

2.1 The Term of the Agreement shall be for three (3) years, commencing on the Effective Date of this Agreement and terminating three (3) years thereafter.

2.2 The Agreement may be renewed for an additional two (2) year term under the same terms and conditions upon mutual written agreement of the parties given at least ninety (90) days prior to the termination of the initial term.

ARTICLE 3
FEES

3.1 Contractor shall collect, deposit and retain an accurate accounting for all Gross Revenue generated from Registration Fees for the Learn to Skate program.

3.2 All Gross Revenue shall be divided between the City and Contractor as follows:

a. The Contractor shall retain 56% of the Gross Revenue generated from Registration Fees.

b. The City shall retain 44% of the Gross Revenue generated from Registration Fees.

3.3 Within 15 days after the conclusion of each Learn to Skate session, Contractor shall prepare an accounting of all Gross Revenue it collected during the previous session and submit the accounting to the City's Finance Director, along with payment due to the City pursuant to Section 3.2.

ARTICLE 4
DUTIES AND RESPONSIBILITIES

4.1 Contractor agrees to provide its own personnel and to perform the promises and services as described on Exhibit A, attached hereto and incorporated herein, as well as other services as agreed to by the parties in writing.

4.2 City agrees to provide the promises and services as described on Exhibit B, attached hereto and incorporated herein, as well as other services as agreed to by the parties in writing.

ARTICLE 5
INSURANCE

5.1 During the term of this Agreement, Contractor shall maintain in full force and effect the insurance coverages as required below.

a. Commercial General Liability Insurance with limits of $1,000,000 each occurrence and $2,000,000 aggregate. Such policy shall add the City as an additional insured; and

b. Worker's Compensation insurance if required by law.

5.2 Contractor shall provide the City with a certificate of insurance for the policies required in this Agreement.

ARTICLE 6
INDEMNIFICATION AND IMMUNITIES

6.1 Each party shall save and protect, hold harmless, indemnify and defend each other and each other's officers and employees, against any and all claims, causes of action, suits, liabilities, losses, charges, damages or costs and expenses, including all reasonable attorney's fees, arising from, or allegedly arising from, or resulting directly or indirectly from each indemnifying parties' own professional errors and omissions and/or negligent or willful acts or omissions, in the performance of this Agreement.

6.2 Nothing in this Agreement shall be deemed a waiver by the City of any statutory liability limits or immunities set forth in Minnesota Statutes, Chapter 466.

ARTICLE 7
TERMINATION

7.1 Either party may terminate this Agreement without cause by giving at least 90 days' advanced written notice. If terminated by either party, the date of termination shall be selected to cause the lease disruption to the operation of the Learn to Skate program.

a. If terminated by the City in Year 1, City shall reimburse Contractor for her start-up expenses incurred up to the date of termination, in an amount up to ten thousand dollars ($10,000). Contractor shall submit sufficient documentation to support the expenses, which shall be reviewed and approved by the City's Finance Director.

b. If terminated by Contractor in Year I, Contractor shall reimburse City for any expenses related to conducting a new request for proposals for the Learn to Skate program, re-advertising the program, and for reimbursing any necessary Registration Fees to any program participants. City shall submit sufficient documentation to support the expenses, which shall be reviewed and approved by Contractor.

7.2 Either party may terminate this Agreement for failing to perform a term, condition or requirement of this Agreement by giving at least 10 days' advanced written notice to the defaulting party. After receipt of such notice, the defaulting party shall have 10 business days to cure the default.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice required to be given pursuant to this Agreement shall be made in writing and addressed as follows:

If to the City:	City Administrator City of South St. Paul 125 3rd Avenue North South St. Paul, MN 55075
If to Contractor	Barb Yackel Blades n Motion 8652 Bernard Path Inver Grove Heights, MN 55076

8.2 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

8.3 Independent Contractor Status. All services provided by Contractor, its officers, agents, and employees pursuant to this Agreement shall be provided as employees of Contractor or as independent contractors of Contractor and not as employees of the City for any purpose.

8.4 Assignment. This Agreement is not assignable without the mutual written agreement of the parties.

8.5 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.

8.6 Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

8.7 Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

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

CITY OF SOUTH ST. PAUL

_____

James P. Frances, Mayor

_____

Deanna Werner, City Clerk

BARB YACKEL

Barb Yackel

EXHIBIT A

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

As it relates to this Agreement, Contractor shall:

1. Operate the Learn to Skate program at Doug Woog Arena to standards that are acceptable to both parties, utilizing its own personnel for the operations. Contractor will be solely responsible for hiring the personnel it deems appropriate for successful operations.

2. Be responsible for all operating expenses related to collecting the Registration Fees, including, but not limited to employee costs, credit card fees, and related expenses.

3. Provide at least the same number of Learn to Skate sessions as in previous years.

4. Be responsible for the collection of Registration Fees.

5. Assume the on-going responsibility for the following:

   a. Notify the City of any issues related to the ice maintenance, participant misconduct or other issues related to Doug Woog Arena; and
   b. Advertising for the program.

6. Promote and collect funds for Registration Fees.

7. Cooperate with the City on management and operational decisions related to the Learn to Skate program during the term of this Agreement.

EXHIBIT B

DUTIES AND RESPONSIBILITIES OF CITY

As it relates to the Agreement, the City shall:

1. Assume the on-going cost for the following:

    a. Property insurance; and
    b. Property upkeep, including ice maintenance.

2. Provide Contractor with all relevant program policies and procedures so that it may provide quality service.

3. Publish and include Contractor information in all appropriate City brochures and on the City's website.

4. Provide at least two (2) hours per week of ice time for the instructional ice based upon availability at no cost to contractor, subject to availability and approval of the Doug Woog Arena Management. Blades N Motion collects $15.00 per skater, per 30 minutes and pays Doug Woog monthly on fees collected.

5. Pay for fifty percent (50%) of the distribution costs for printed marketing material that is distributed throughout South St. Paul and the immediate surrounding areas.

6. Pay for fifty-percent (50%) of the signage production (manufacturing costs) for signs installed at Doug Woog Arena and assist with sign placement.

7. Pay for fifty-percent (50%) of any web site hosting costs, as long as the web site solely relates to the Learn to Skate program contemplated in this Agreement.

8. Provide a space for class-related material storage at Doug Woog Arena, with a limit of twenty-five (25) square feet. The storage will be accessible when Doug Woog Arena is open for business.

9. Provide a posting place for class-related material at Doug Woog Arena. The location, size, and number of posting places will be determined by Doug Woog Arena Management.

10. Provide a drop box for participants to leave material for Contractor at Doug Woog Arena. The drop box will be accessible when Doug Woog Arena is open for business.

11. Maintain an administrative membership to the Ice Skating Institute.

CITY COUNCIL AGENDA REPORT

DATE: February 17, 2026
DEPARTMENT: Parks & Recreation
PREPARED BY: John Wilcox
AGENDA ITEM NUMBER: 8.J.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approve Agreement with City of South St. Paul and Woodbury Area Hockey Club (WAHC)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Motion to approve Resolution 2026-25 renewing the Woodbury Area Hockey Club (WAHC) agreement for Ice Rental at Doug Woog Arena for five (5) year term with the option to extend the Initial Term for an additional five (5) years.

OVERVIEW
In 2021, the City entered into a five-year Agreement with WAHC, whereas WAHC had committed to 800 hours of prime-time ice rental per season at the rate of $220 per hour for the initial term of the Agreement beginning October 1, 2021. The rate was based on the City's established annual uniform ice time rental rates in effect at that time and reflected in the City's Fee Schedule. The ice rental rates for subsequent years would follow the City's annual uniform ice time rental rates customarily established in December of the preceding year. The rate established for the initial term of the renewal Agreement beginning on October 1, 2026, would be $250 per hour which would annually total $200,000 in ice revenue sales, which will help stabilize the Doug Woog Arena budget. The rental rate is stipulated for the first year of the Agreement and will be re-evaluated at a future date.
Staff recommends the exact continuation of the previous Agreement with WAHC, apart from the rates which have been updated.

SOURCE OF FUNDS
None

ATTACHMENTS
1. Woodbury Hockey Agreement
2. Resolution Woodbury Hockey

AGREEMENT BETWEEN THE CITY OF SOUTH ST. PAUL AND THE WOODBURY AREA HOCKEY CLUB FOR ICE TIME AT DOUG WOOG ARENA

THIS ICE RINK USAGE AGREEMENT, ("Agreement") is made and entered into as of the _____ day of _____, 2026, by and between the City of South St. Paul ("City"), a Minnesota municipal corporation, and the Woodbury Area Hockey Club ("WAHC"), a Minnesota nonprofit corporation (each sometimes hereinafter called "party," and both sometimes collectively called "parties").

WITNESSETH:

WHEREAS, the City owns and operates an ice arena known as Doug Woog Arena ("Doug Woog Arena"); and

WHEREAS, the City and WAHC desire to enter into a long-term agreement whereby WAHC secures guaranteed ice time for its programs at Doug Woog Arena, and the City is able to rely on the sale of a minimum number of hours of ice time during the winter hockey season as well as an ongoing revenue stream to assist with funding its Capital Improvement Program ("CIP") at Doug Woog Arena;

WHEREAS, the parties acknowledge that WAHC has historically purchased ice time from the City outside of the Peak Ice Time (as defined below) of each winter hockey season and both parties acknowledge that this Agreement does not intend to in any way include those ice time purchases. It is the intent of both parties that they will continue their historical course of dealing for ice time purchases outside of the Peak Ice Times, which is after March 1st and prior to October 1st of any hockey season.

NOW, THEREFORE, in consideration of above recitals, and the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

A. **Purposes.** The purpose of this Agreement is to define the rights and obligations of City and WAHC with respect to the availability of Peak Ice Time at Doug Woog Arena during each winter hockey season from October 1 of a calendar year through March 1 of the following calendar year for the term of this Agreement.

B. **Cooperation.** City and WAHC shall cooperate and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner.

C. **Term.** The Initial Term of this Agreement shall commence on October 1, 2026, and shall terminate on March 1, 2031 (the "Initial Term"), unless extended by WAHC pursuant to Article 1(D) or terminated by either party after the applicable notice period pursuant to Article 1.E.

D. **Extended Term.** WAHC may extend the Initial Term for an additional five (5) years (the "Extended Term") ending on March 1, 2031, by providing written notice prior to October 1, 2030, to the City of WAHC's intent to extend the Initial Term of this Agreement by the length of the Extended Term.

E. **Termination.** Either party may terminate this agreement by providing at least one year's written notice to the other party, which shall be given no later than October 1 of the year prior to the effective date of termination.

ARTICLE 2
WOOG ARENA ICE RINK FACILITY USE

A. **Facility Administration.** City shall be responsible for the operation, administration, and maintenance of Doug Woog Arena during the Initial Term or the Extended Term of this Agreement.

B. **Time Rental Rates.** City customarily establishes annual uniform ice time rental rates in December of the preceding year that are reflected in City's Fee Schedule and which shall be applicable to WAHC of the Peak Ice Time availability provided to WAHC pursuant to this Agreement. WAHC shall promptly pay City the ice time invoices billed by City; and, in all events, ice time invoices shall be paid within forty (40) days following receipt by WAHC of ice time invoices. City and WAHC acknowledge and agree that all ice rate revenue shall be paid to City and used by City for the operation and maintenance of Doug Woog Arena. During the Initial Term and the Extended Term of this Agreement, in no event shall the ice time rental rates that are charged to WAHC be greater than the ice time rental rates that are charged to the South St. Paul Youth Hockey Association ("SSPYHA"), or any successor organization thereto.

2026-27:	$250/hour
2027-28:	TBD by City
2028-29:	TBD by City
2029-30:	TBD by City
2030-31:	TBD by City

C. **Peak Ice Time Availability.** The parties agree as follows with respect to Peak Ice Time availability, between October 1st and March 1st of a winter hockey season ("Peak Ice Time"): Any ice time rented outside of this agreement shall follow the City's fee schedule.

(1) **900 Hours of Peak Ice Time Availability:** For the Initial Term and any Extended Term,

beginning on October 1, 2026, City agrees to make at least 900 hours available each year for reservation to support WAHC ice recreational programs during the Peak Ice Time.

(a) 350 weekday hours (Monday through Friday from 5:10 p.m. to 9:40 p.m.)

(b) 450 weekend hours (Saturdays and Sundays from 7:00 a.m. to 9:00 p.m.)

(c) 100 hours through a combination of weekday and weekend hours at City's discretion

(2) **350 Weekday Hours Availability Requirement:** For the Initial Term and any Extended Term, beginning on October 1, 2026, City agrees to make at least 350 weekday hours available as set forth in Article 2.C.(1) each year during the Peak Ice Time. Weekday hours defined as Monday through Friday from 5:10 p.m. to 9:40 p.m.

(3) **Annual Minimum Purchase Requirement:** WAHC's base annual minimum purchase requirement during the Initial Term and any Extended Term will be 800 hours, subject to Article 2.C.(2) which could reduce the minimum purchase requirement per the following:

(a) For the Initial Term and any Extended Term, if the City fails to provide 350 weekday hours available for any individual season, WAHC's minimum purchase requirement for that season (and that season alone) will reduce from 800 by the difference between 350 (Article 2.C.(2)) and the number of weekday hours made available to WAHC.

1. Example: If the City makes 325 weekday ice hours available to WAHC in the 2026-2027 season, WAHC's minimum purchase requirement for the 2026-2027 season reduces from 800 to 775 (reflecting a 25 hour difference between the 350 hours required amount in Article 2.C.(2) and the 325 weekday ice hours of availability to WAHC). WAHC's minimum purchase requirement baseline would return to 800 for the 2027-2028 season and again subject to Article 2.C.(2).

(4) **WAHC to Provide Schedule of the Annual Minimum Purchase Requirement to City by September 1 of Each Year:** On or before September 1 of each year, WAHC shall review and use the schedule of Peak Ice Time availability provided by City, work with City Staff, and shall provide City with WAHC's schedule for annual minimum purchase requirement for the usage hours set forth in Article 2.C.(3) above.

(5) **WAHC Return of Peak Ice Time Availability:**

(a) City agrees that WAHC may return any hours of scheduled Peak Ice Time over the annual minimum requirement by October 1st each year. The City shall be allowed to lease any hours returned by WAHC to other users, at City's discretion.

(b) City agrees that WAHC shall also be allowed to return scheduled ice time after October 1st each year as long as WAHC provides 30 days' written notice to the City prior to the date of the scheduled ice time, and provided however, that at no point will WAHC's committed ice buy fall below the annual minimum requirement of Article 2.C.(3).

D. **Scheduling Priority.** The parties agree that WAHC will be the third priority customer at Doug Woog Arena, following South St. Paul Public Schools ("SSPPS") and South St. Paul Youth Hockey Association ("SSPYHA"), for the Initial Term and any Extended Term of this agreement. This priority position provides WAHC with the third access to ice time purchases at Doug Woog Arena as specified in Article 2.C. and before any other arena customer,

E. **Rental of Dryland Space.** City currently leases off-ice dryland space in Doug Woog Arena as an off-ice training facility ("Dryland Space") pursuant to a lease agreement with EAST Hockey Training. City agrees to support WAHC's need for use of the Dryland Space and shall assist with the negotiations with EAST Hockey Training for use of all or a portion of the Dryland Space during Peak Ice Time if such space is available.

F. **CIP Contribution.** In exchange for third priority usage at Doug Woog Arena (after SSPPS and SSPYHA), WAHC shall make an annual capital contribution payment of $30,000 ("Annual CIP Payment") to the City. The Annual CIP Payment is due by October 1 of each year for the Initial Telm and any Extended Term of this Agreement. The Annual CIP Payment shall be dedicated and used by the City for capital improvement projects at Doug Woog Arena, as identified in the City's adopted CIP.

ARTICLE 3
REMEDIES

If a party fails to perform one or more of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice at the address set forth in this Agreement of the defaulting party's failure to perform such obligations, and if the defaulting party fails to commence to perform the obligation within fifteen (15) business days and diligently pursue, to completion, the performance of the obligation as quickly as reasonably possible, the defaulting party is in default under this Agreement (hereinafter a "Default"). Upon the occurrence of a Default, the non-defaulting party may avail itself of the following remedies after written notice and a reasonable opportunity to cure:

A. The non-defaulting party may commence a civil action against the defaulting party for the specific enforcement of this Agreement.

B. The non-defaulting party may initiate a civil action against the defaulting party seeking damages, equitable relief or such other relief as the Court may deem appropriate.

C. Notwithstanding Article 1.E above, the non-defaulting party may terminate this Agreement immediately upon written notice.

The defaulting party must pay the non-defaulting party for any and all reasonable costs, including reasonable attorneys' fees and court costs, the non-defaulting party incurs in connection with the non-defaulting party's exercise of its rights under this Section.

ARTICLE 4
GENERAL PROVISIONS

A. **Notices.** All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to City and WAHC, certified mail, return-receipt requested, as the following address:

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

WAHC: Woodbury Area Hockey Club
PO Box25222
Woodbury, MN 55125
Attention: Administrator and President

Either party may change its address or authorized representative by written notice delivered to the other party pursuant to this section.

B. **Non-Assignability.** Neither party shall assign an interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment, or novation, without the prior written consent of the other party.

C. **Amendment.** Any alteration, amendment, variation, modification, or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and signed by all paiiies.

D. **Waiver.** The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

E. **Severability:** The provisions of this Agreement are severable. If any paragraph, section,

subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

F. **Interpretation According to Minnesota Law.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

G. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

H. **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

I. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.

J. **Captions and Headings.** Captions and headings used in the Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of this Agreement.

K. **Electronic Signatures.** The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means and "transmitted by electronic means" means that it is sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF SOUTH ST. PAUL

By: _____
James P. Francis
Mayor

Attest:

_____
Deanna Werner
City Clerk

WOODBURY AREA HOCKEY CLUB

By: _____

Mark Schwab

President

By: _____

Samantha Crabtree

Administrator

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-025

A RESOLUTION APPROVING THE RENEWAL OF THE ICE RENTAL AGREEMENT WITH WOODBURY AREA HOCKEY CLUB (WAHC) FOR DOUG WOOG ARENA

WHEREAS, in 2021 the City of South St. Paul entered into a five-year Agreement with the Woodbury Area Hockey Club (WAHC) for ice rental at Doug Woog Arena beginning October 1, 2021; and

WHEREAS, under the initial Agreement, WAHC committed to eight hundred (800) hours of prime-time ice rental per season at the rate of $220 per hour; and

WHEREAS, the ice rental rate for subsequent years was based on the City's established annual uniform ice time rental rates as reflected in the City Fee Schedule and established in December of the preceding year; and

WHEREAS, staff recommends renewal of the Agreement for an additional five (5) year term beginning October 1, 2026, with the option to extend the initial term for an additional five (5) years; and

WHEREAS, the proposed rental rate for the first year of the renewal Agreement beginning October 1, 2026, will be $250 per hour, which is anticipated to total approximately $200,000 annually in ice revenue sales and help stabilize the Doug Woog Arena budget; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul that the Agreement with Woodbury Area Hockey Club (WAHC) for ice rental at Doug Woog Arena is hereby renewed for a five (5) year term.

BE IT FURTHER RESOLVED that the Agreement includes an option to extend the initial term for an additional five (5) years.

BE IT FURTHER RESOLVED by the City Council of the City of South St. Paul, Minnesota that;

1. The Agreement with Woodbury Area Hockey Club (WAHC) is approved and the City enters into a contract on the terms and conditions as approved by the City Attorney.

2. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Agreement in the name and on behalf of the City.

Adopted this 17th day of February 2026.

_____
City Clerk

CITY COUNCIL AGENDA REPORT

DATE: February 17, 2026
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 10.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Massage Therapy License - Jiejie Enterprises, LLC DBA: Golden Spa at 1525 5th Ave S, South St. Paul

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Approval of Resolution 2026-019, Issuing a massage therapy license to Yanjie Feng, Jiejie Enterprises LLC, doing business as Golden Spa, for a Massage Therapy License at 1525 5th Ave S., South St. Paul, MN.

OVERVIEW
Massage therapy is an unlicensed profession in Minnesota. The state does not license massage therapy. However, the City of South St. Paul requires a massage therapy license in order to conduct business in the city.

The City Code requires that a public hearing be held before a massage therapy license is approved by the City Council. The proposed license is located in an appropriate zoning district for this use. The premise meets the safety and sanitary requirements set forth in the building code regulations of the city. The applicant has completed a background check and does not have any history of violations of laws and ordinances that apply to health and safety nor has the applicant been convicted of criminal offenses.

The applicant has provided all the necessary paperwork including transcripts and a certificate of graduation from an American Massage Therapist Association approved school and has provided proof of a minimum of 100 hours of course work in massage therapy. In addition, the applicant has provided a certificate of insurance from an insurance company licensed and qualified to do business in the of Minnesota as follows:
Comprehensive general liability.

a. Bodily injuries, including death resulting therefrom, sustained by any one person: $100,000.00 and $300,000.00 per any one occurrence.
b. Property damage liability: $100,000.00 per occurrence.

All fees have been paid and staff recommends approval.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 02-17-2026 Public Hearing Notice - Massage Therapy
2. 2026-019, Massage Therapy License

PUBLIC HEARING NOTICE
CITY OF SOUTH ST. PAUL

TO WHOM IT MAY CONCERN:

Notice is hereby given that the South St. Paul City Council will meet in the Council Chambers of the Municipal Building, 125 3rd Avenue North, South St. Paul, at 7:00 p.m. on Tuesday, February 17, 2026, to consider:

Application by Yanjie Feng, Jiejie Enterprises LLC, doing business as Golden Spa, for a Massage Therapy License at 1525 5th Ave S., South St. Paul, MN.

Persons desiring to be heard are encouraged to attend the public hearing. Persons unable to attend may submit written comments prior to the date of the hearing to: Deanna Werner, City Clerk, 125 3rd Avenue North, South St. Paul, MN 55075. You may also send comments to: dwerner@southstpaul.org

/s/ Deanna Werner
City Clerk

Published in Pioneer Press: Saturday, February 7, 2026

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-019

RESOLUTION APPROVING AN INITIAL MASSAGE THERAPY LICENSE

WHEREAS, the City of South St. Paul has received a new application and accompanying documents for a new Massage Therapy License to be issue to Yanjie Feng, Jiejie Enterprises LLC, doing business as Golden Spa, for a Massage Therapy License at 1525 5th Ave S., South St. Paul, MN ; and

WHEREAS, the City of South St. Paul requires that new applications be subject to a Public Hearing to be held Tuesday, February 17th, 2026; and

WHEREAS, the proposed license is located in an appropriate zoning district for this use; and

NOW, THEREFORE, BE IT RESOLVED, that the following Massage Therapy License be approved, subject to the filing of insurance certificates, submission of all required forms and documents, and all fees of the City of the State being paid in full:

Adopted this 17th day of February, 2026.

_____
City Clerk

CITY COUNCIL AGENDA REPORT

DATE: February 17, 2026
DEPARTMENT: Planning & Zoning
PREPARED BY: Michael Healy
AGENDA ITEM NUMBER: 11.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Jadian IOS Conditional Use Permit for a Planned Unit Development at 1201 and 1301 Concord Street South

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

1. Approve Resolution #2026-27 approving a site plan and conditional use permit for a planned unit development for the Jadian IOS project at 1201 and 1301 Concord Street South.

2. Approve the proposed development agreement and authorize the City Attorney to make minor modifications prior to execution and recording.

3. Approve the proposed stormwater maintenance agreement and authorize the City Attorney and City Engineer to make minor modifications prior to execution and recording.

4. Approve the proposed hydrant access agreement and authorize the City Attorney and City Engineer to make minor modifications and finalize the easement exhibit prior to execution and recording.

OVERVIEW

Application

The Applicant, Jadian IOS, is proposing to purchase both 1201 Concord Street South (Bestway Inc.) and 1301 Concord Street South (Kamish Excavating) which are two adjacent properties on Concord Street South. They would then lease out both properties to Q3 Contracting, a utility contractor that works on natural gas projects, electricity projects, and other utility projects. Q3 Contracting would occupy all three of the existing buildings on the two properties as well as a new office-warehouse building that would be constructed on the 1201 Concord Street South parcel next to the existing office building. Q3 Contracting would utilize the rear yards of both properties for exterior storage related to their contracting business.

The Applicant is seeking the following zoning approvals:

1. Site Plan approval to construct a new 7,255 square foot office-warehouse building at 1201 Concord Street South.

2. A Conditional Use Permit for a Planned Unit Development that would grant flexibility from default GB zoning district requirements including flexibility on setbacks, surfacing materials, screening, number of principal buildings on one parcel, and size restrictions on exterior storage yards.

3. A Conditional Use Permit for a contractor's operation with exterior storage (as part of the conditional use permit for a planned unit development).

Review Timeline

Complete Application Submittal: January 5, 2026
60-Day Review Deadline: March 6, 2026

Background

1201 Concord Street South (Bestway Inc.) and 1301 Concord Street South (Kamish Excavating) are two adjacent properties on Concord Street South. The owner-operators of both businesses are moving towards retirement and are looking to liquidate their real estate assets. Both properties are "grandfathered" with old conditional use permits that grant them considerably more exterior storage rights than what current zoning rules would allow, but only for the specific types of businesses that are already at each property today. Both properties are currently zoned GB-General Business, which limits exterior storage to being not more than 50% of the footprint of the principal building. Any entirely new type of business taking over either property would need to follow this rule unless they are granted a variance or PUD flexibility. However, the two owners could sell their properties to other similar businesses that could take over the properties and operate in perpetuity using the existing conditional use permits:

- 1201 Concord Street South (Bestway Inc.) has a conditional use permit for truck/trailer repair and related exterior storage. *The existing business operating at this property is a logistics company that uses trucks and trailers to move heavy freight. The business stores trucks and trailers in an approximately 2-acre outdoor storage yard.*

- 1301 Concord Street South (Kamish Excavating) has a conditional use permit for a contractor's operation with exterior storage. *The existing business operating at this property is an excavation contractor. The business stores trucks, equipment, and piles*

of aggregate materials in an approximately 2-acre outdoor storage yard.

Both owners could easily find buyers who would purchase the properties "as-is" to operate similar businesses using the existing conditional use permits. However, both owners believe that they can maximize their real estate sale profits and help the City partially achieve its redevelopment goals for Concord Street if they sell the properties for redevelopment purposes instead of selling them to similar businesses for continued use in “as-is” condition. Most businesses that want to purchase the two properties are primarily interested in industrial outdoor storage and are seeking zoning approvals that will allow them to utilize as much of each property as they possibly can for outdoor storage. City Staff has been clear with the sellers and with all prospective buyers that the City wants to see new buildings constructed on this corridor to add to the tax base and beautify Concord Street. Exterior storage yards with zoning entitlements are extremely valuable to property owners and greatly increase real estate sale prices, but exterior storage yard acreage adds almost nothing to the property tax base under existing State Statutes and Dakota County Tax Assessor policies. Under current tax assessment policies, which are outside the City's control, the only property improvement that adds to the tax base in a significant way is the construction of a new building. With this in mind, the City should only consider granting major outdoor storage rights to new “non-grandfathered” businesses on this corridor through a variance or PUD process if a project involves significant investment in the construction of new buildings.

City Staff has been in discussion with various members of the development team since early 2025. Q3 Contracting wants to operate in northern Dakota County and has explored several different properties throughout South St. Paul. Q3 Contracting generally prefers to lease property rather than own, and that is why they are partnering with Jadian IOS who would be the property owner in the proposed arrangement. The development team is proposing what they believe is a "win-win" in that the project will meet Q3 Contracting's site needs while also helping the City to achieve some of the corridor beautification and tax base goals that were identified in the South Concord Corridor Small Area Plan that was adopted in 2025.

The Planning Commission and City Council reviewed a concept plan for the proposed project at a Joint Worksession on December 8, 2025. The Planning Commission and City Council were supportive of the Applicant's outdoor storage proposal so long as the overall project includes significant landscaping upgrades, paving improvements, and the construction of a new office-warehouse building on the 1201 Concord Street South property that will bring the total building footprint on that property to a minimum of 15,000 square feet. Q3 Contracting is seeking to begin on-site operations immediately (as soon as April 1st) while Jadian IOS will implement the site improvements over an 18-month period. The Planning Commission and City Council indicated that they were comfortable with this approach as long as there are "conditions of approval" and a development agreement that bind the Applicant to following the implementation timeline. They will forfeit their exterior storage rights if they fail to complete the required improvements in a timely manner.

Jadian IOS Adaptive Reuse Proposal

The Applicant is proposing to do the following with 1201 Concord Street South and 1301 Concord Street South:

- The existing businesses would vacate the premises.

- Q3 Contracting would occupy both properties in early April 2026. They would immediately take over all three existing buildings and would utilize both 2-acre exterior storage yards, meaning that they would have approximately 4 acres of exterior storage. The site already meets all of their needs, and they are eager to occupy it in an "as-is" condition. The improvements that Jadian IOS is proposing to make to the two parcels are intended primarily to satisfy City requirements and are not being driven by the tenant.

Staff is supportive of allowing the tenant to commence operations in April as long as a few specific "conditions of approval" are met before they occupy the site and as long as the Jadian IOS enters into a development agreement with the City that provides assurances that they will make all the improvements to the property that they have promised to make.

- Jadian IOS would construct a new 7,255 square foot office-warehouse building on the 1201 Concord Street South parcel next to the existing office building, beginning construction in late summer or early fall of 2026. The building would use insulated metal panels (IMP's) as its primary façade material and would be designed to meet the recommended architectural requirements for new buildings that are laid out in the South Concord Corridor Small Area Plan.

This property already has a 3,225 square foot office building and a 4,520 square foot truck repair garage. Adding a 7,255 square foot office-warehouse building would bring the total building footprint on this parcel up to 15,000 square feet, which is the minimum building footprint that the South Concord Corridor Small Area Plan states should be required before a property is allowed to have an exterior storage yard that is not subject to size restrictions.

- Jadian IOS would beautify the Concord Street frontage by adding more landscaping on the 1201 Concord Street South parcel and designing the new office-warehouse building to have good curb appeal and presence on Concord Street.

This would be consistent with the aesthetic goals of the South Concord Corridor Small Area Plan.

- Currently, 1201 Concord is almost entirely surfaced with gravel. 1301 Concord is paved for the front half of the lot and gravel for the rear half of the lot. Jadian IOS is proposing to pave the front half of 1201 Concord Street South to match the existing paving line of 1301 Concord Street South.

The South Concord Corridor Small Area Plan calls for requiring the front half of all parcels to be paved but allowing gravel as an exterior storage surfacing material for the rear half of each interior lot. The City Council and Planning Commission discussed this aspect of the project during concept plan review and were supportive of Jadian IOS only paving the front half of the lot.

- There is a grading difference between the two properties that makes it difficult to fully combine the two exterior storage yards. The Applicant would keep the two yards mostly separate but would add a new cross-access driveway between the two yards so that equipment and vehicles can cross between the properties without needing to use Concord Street. The cross-access driveway is proposed to be surfaced with gravel as it would connect two exterior storage areas that are surfaced with gravel.

Staff is supportive of this approach. It would be better for the Applicant and for the community if commercial vehicles and equipment could circulate between the two properties without adding traffic to Concord Street.

- Jadian IOS would keep 1301 Concord Street South in "as-is" condition aside from adding the cross-access driveway. The property currently hosts a 6,097 square foot building and the Applicant is not proposing to construct any additional buildings on this parcel.

The rear yard of this property is already an exterior storage yard for a contractor's operation. This property already has some curb appeal with an attractive building, a landscaped front yard, and a well-maintained wood fence that screens the exterior storage area from Concord Street. Staff and the Planning Commission feel that this property needs additional landscaping along the southern property line that it shares with a mobile home park as there is a gap in the existing row of arborvitae screening trees. Additionally, there is a need for tree planting in the front yard as this property currently only has low-to-earth vegetation and is lacking a tree canopy in its front yard.

- At this time, Jadian IOS plans to keep 1201 and 1301 Concord Street South as two separate tax parcels.

Staff would be comfortable with the two properties remaining separate parcels or being

combined into one tax parcel. The two properties cannot be easily integrated into one site because of grade differences and are only being connected by a cross-access driveway. If the two parcels are kept separate, it would be easy for the owner to re-tenant each property separately in the future if Q3 Contracting ever leaves the site, and the owner cannot find a single large tenant that wants both properties.

Q3 Contracting's Planned Operations

The tenant, Q3 Contracting, has provided a summary of their planned operations on the two properties:

- They perform utility work, primarily for Xcel Energy, CenterPoint Energy, and municipal and county customers throughout Minnesota and western Wisconsin.
- They will have over 50 on-site employees at the 1201/1301 Concord site.
- It will mostly be employees visiting the site. Customer visits are very limited, and they only expect roughly 5 customer visits per week.
- They will use the office buildings for general office functions. They will use the shop buildings for fluid changes, tire and light replacements, minor repairs, and Department of Transportation inspections on trucks and trailers.
- They will use the two exterior storage yards to store trucks, equipment, materials, and traffic control devices.

Ongoing Implementation of the South Concord Corridor Small Area Plan

The "South Concord Corridor" refers to land that is in the southeastern corner of South St. Paul between Interstate 494 and the community's southern border with Inver Grove Heights. The existing zoning framework along the corridor has been in place since the 1990's. Almost all the parcels that touch Concord Street directly have GB-General Business zoning. Almost all the properties on the east side of Concord Street that do not touch Concord Street directly have I-Industrial zoning.

The Planning Commission and the City Council have long understood that the existing zoning

framework on the corridor does not work well and is stifling redevelopment and preventing land from realizing its highest and best use. Earlier attempts to resolve this situation were stymied by a lack of community consensus about the corridor's potential. Some community members had unrealistic expectations for the corridor and believed that this corridor could be intensively redeveloped to eliminate the existing industrial businesses and instead bring in upscale retail stores and restaurants, high-end offices and apartments, destination commercial recreation, and other similar types of premium non-industrial redevelopment. The corridor has challenging development conditions due to market realities, poor soils, and site design challenges related to FEMA rules for river floodplains, railroad crossings, and an incomplete road system.

In 2024, the City undertook the "South Concord Corridor Study" with grant support from the Dakota County CDA. The City hired Swanson Haskamp Consulting and completed a market study of the corridor to more accurately determine what type of redevelopment activity the market will support. The project consultant, City Staff, the Planning Commission, and the City Council then worked together to develop a small area plan for the corridor that incorporates the recommendations of the market study with a focus on beautifying the corridor and encouraging the construction of more buildings to add to the tax base. The South Concord Corridor Plan was adopted on June 21st, 2025 and it provides a roadmap for implementing the City's vision for the corridor. City Staff is actively working on implementation of the small area plan:

- The City Council approved a comprehensive plan amendment on November 3rd which is the first step towards implementing the small area plan. The Metropolitan Council approved the amendment on February 11th, and it is scheduled to be formally enacted at the February 17th, 2026 City Council meeting on the consent agenda.

- The City needs to create two new zoning districts, an industrial-flex district and a business-flex district. The corridor will then need to be rezoned to implement the rezoning recommendations that are in the small area plan. This is planned to take place during 2026. There will need to be public engagement to make sure that property owners understand what rezoning means for their property. Each owner will have a chance to participate in the process, ask questions, and request revisions to the proposed new zoning rules.
    - Several properties immediately south of I-494 that do not touch Concord Street will be rezoned to Industrial Flex.
    - Properties on the east side of Concord Street which have frontage on Concord Street will be rezoned to Business Flex. Both 1201 and 1301 Concord Street are tentatively planned to be rezoned to Business Flex, which will be a commercial zoning district that also allows light industrial uses.

Zoning and Comprehensive Plan Guidance

1201 and 1301 Concord Street are both zoned GB-General Business but were guided “mixed use” in the original 2040 Comprehensive Plan, which means that they were being steered towards redevelopment with commercial and residential uses. The two properties are both being re-guided to "commercial" in the comprehensive plan amendment that is scheduled to be enacted on February 17th. The Business Flex zoning district will allow commercial and light industrial uses.

The GB zoning district allows a “contractor operation, if exterior storage is utilized” with a conditional use permit. However, there is a special zoning rule in the GB district which states that the size of an exterior storage yard cannot exceed 50% of the footprint of the principal building. This means that GB properties can only have very small incidental exterior storage yards. Per the small area plan’s recommendation, the proposed new Business Flex zoning district will allow a large exterior storage yard if there is at least a 15,000 square foot principal building on the subject property.

The City Council can approve a Planned Unit Development (PUD) that grants flexibility from zoning requirements but only if the “use” is allowed in the underlying zoning district and only if the project is consistent with the comprehensive plan. After the comprehensive plan amendment is enacted, the City Council will have the ability to allow the Applicant’s project to move forward as a PUD without needing to wait for the creation of the Business Flex zoning district and the rezoning of the two properties.

The subject property is also located in the “Urban Mixed” subdistrict of the Mississippi River Critical Corridor Area (MRCCA). The building is not near the river or any protected bluffs and the project will not trigger any MRCCA requirements.

Why does the Applicant need PUD Flexibility?

The proposed redevelopment project will likely need to be a PUD whether it is undertaken today with GB zoning or undertaken in late 2026 with the proposed Business Flex zoning. However, the redevelopment project will not need nearly as much PUD flexibility from zoning rules if the new zoning district is implemented. The main reason why the project is moving forward now under the less favorable GB zoning is timing. As previously stated, the current owners of both 1201 Concord Street South and 1301 Concord Street South are looking to liquidate their real estate holdings and move towards retirement. Jadian IOS and Q3 Contracting are willing to make a very attractive offer on the two properties but only if the redevelopment project moves forward in the first half of 2026. Jadian IOS and Q3 Contracting are not able to wait for the City to update its zoning code to implement the South Concord Corridor Small Area Plan and create the Business Flex district. They recognize correctly that the code update is an open-ended project that could potentially get slowed down if there are political complications during public engagement, staff capacity issues, or other unforeseen challenges.

PUD flexibility will be needed for 6 reasons:

1. Exterior Storage Yard Size

- The GB district only allows an exterior storage yard to be 50% of the footprint of the principal building. The Applicant wants to utilize the rear yard of 1201 Concord and the rear yard of 1301 Concord for exterior storage for their utility contractor operation. Both rear yards already have conditional use permits to be exterior storage yards which are much larger than 50% of their parcel's building footprint, but they are designed for different types of businesses and the existing conditional use permits are not set up to allow Q3 Contracting to operate. It would require PUD flexibility to allow the two existing exterior storage yards to be repurposed by Q3 Contracting for a new type of exterior storage.

- The Applicant is proposing to satisfy the proposed Business Flex district's 15,000 square foot building footprint size requirement on 1201 Concord Street South (Bestway Inc.) which would unlock exterior storage rights for that parcel without PUD flexibility if the proposed Business Flex zoning were in effect.

    - The Business Flex district is being set up to allow a property with a 15,000 square foot principal building to get access to exterior storage rights without a size restriction. A property owner that wants to get to that "magic number" by building several small principal buildings instead of one large principal building is always going to need some type of special approval (a PUD or a CUP) because the City Code does not automatically allow multiple principal buildings on one lot.

- The Applicant is not proposing to satisfy the 15,000 square foot building footprint size requirement for 1301 Concord Street South (Kamish Excavating). The only building on this parcel would be the existing 6,097 square foot office-warehouse building. This property already has a conditional use permit to be a contractor's operation with a large exterior storage yard and their proposed contractor's operation is arguably less intense than the excavation business that is located on the property today.

2. Surfacing

- The GB district does not currently allow gravel parking lots or driveways. It will require PUD flexibility to allow the new cross-access driveway to be constructed with gravel surfacing. It will connect two exterior storage yard areas that have gravel surfaces, so it does make sense for it to be gravel.

- The Business Flex district is proposed to allow gravel surfacing for exterior storage yards in the rear ½ of a lot. What the Applicant is proposing would likely be allowed if the new zoning were already in effect.

3. Parking Lot Landscape Islands

- The City Code generally requires parking lots that are 6,000 square feet or larger to provide one landscaped island that is equal in size to a parking stall for each additional 3,000 square feet of parking lot surface.

- This requirement makes sense for new development, but it would be difficult to apply to the proposed adaptive reuse project. Staff is supportive of waiving strict compliance as long as the site plan and landscape plan are implemented as proposed. The South Concord Corridor Small Area Plan generally calls for taking a "hands off" approach to aesthetics in the rear yards of Business Flex parcels along Concord Street. The City wants developers to focus their money and attention on beautifying the Concord Street frontage instead.

4. Screening from other Properties

- Section 118-240 states that in all zoning districts, all materials and equipment stored outdoors must be fully screened so as not to be visible from adjoining properties or public rights-of-way.

- The Business Flex district will allow both light industrial uses and commercial uses (i.e. restaurants, retail, medical offices, etc.). Exterior storage should generally be well screened from any other GB or Business Flex property that could potentially redevelop with a commercial use in the future.

- Screening will not be provided between 1201 and 1301 Concord Street South since they will function as one development. Staff would support waiving the screening requirement between the two properties as part of the PUD approval.

- 1201 Concord Street South and the property to the north (B Three Trucking) share a driveway access which is governed by a cross-access easement. There is also a buried public sanitary sewer line along the common property line and any screening fence would

need to be set back at least 10 feet from the property line to avoid impacting that sewer line. In an ideal world, a chain link fence with slats would be placed along the north property line to provide screening because the B Three property will likely redevelop at some point in the next 15 years (it is governed by an Interim Use Permit that expires in 2039). Staff is comfortable allowing the northern property line of 1201 Concord Street South to remain unscreened at this time because of the complicated easement situation. Staff would support PUD flexibility to allow that property line to remain without screening.

5. Setbacks

- The GB zoning district requires new principal buildings to be set back at least as far from the front property line as the average of all existing similar buildings on the same block. The block is very eclectic and enforcing this requirement would likely mean that the new office-warehouse building would need to be far away from the front property line. This would undermine the usability of the site and would hurt implementation of the South Concord Corridor Small Area Plan, which calls for requiring all new buildings to be built within 20 feet of the front property line to create a wall of attractive building facades along Concord Street South to improve the corridor's appearance.

- The Applicant is proposing to construct the new office-warehouse building with a similar setback as the existing office building at 1201 Concord Street South. This is appropriate and Staff supports this approach.

6. Multiple Principal Buildings on One Parcel

- The City Code states that multiple principal buildings can only be allowed on one parcel by conditional use permit or as part of a planned unit development.

- 1201 Concord Street South will have two (2) principal buildings, the existing office building and the new office-warehouse building that will be built next to it. City Staff has no objections to what is being proposed on this parcel.

Site and Building Plan Review

The attached Planning Commission memo contains a detailed site plan analysis of the proposed project. To summarize the key points from that analysis:

- The overall project meets zoning requirements aside from the areas where PUD flexibility is needed.

- The Applicant is proposing a high-quality landscape plan for 1201 Concord Street South. They initially proposed leaving 1301 Concord Street South "as-is" in terms of landscaping, which is not consistent with the goals of the South Concord Corridor Small Area Plan. City Staff and the Planning Commission are recommending an approval condition that requires three additional trees in the front yard of that property as well as filling a gap in the existing row of arborvitaes that is intended to screen the exterior storage yard from the mobile home park next door. The Applicant is amenable to making these improvements to their overall landscaping plan.

- The proposed new building is in a zoning area where an industrial building must be comprised of at least two different Class I or Class II materials which make up at least 60% of the facade. There is a table in the City Code that lists which materials are in each class and the Planning Commission and City Council make case-by-case determinations regarding building material quality if an Applicant wants to use an unlisted material on a new building. The Applicant has designed their building to align with the draft design standards articulated in the South Concord Corridor Small Area Plan. The building façade facing Concord will have glass windows and a glass door with a pedestrian connection to the public sidewalk along Concord Street. The building will have masonry veneer wainscoting at the base of each wall and the rest of each wall will be Insulated Metal Panels (IMP’s) with a finish that is designed to replicate the look of stucco. Staff and the Planning Commission are comfortable deeming their proposed IMP's to be similar in quality to a Class II material such as traditional masonry stucco.

- The Applicant has stated that they will be storing dumpsters inside the buildings. If the Applicant decides that they want to have exterior trash handling in the future, they will need to construct a trash enclosure out of an approved material.

- There are existing public sewer lines that cross both properties that are either not in an easement or are in an easement with improper dimensions. The Applicant will need to provide easements as a condition of approval and those easements are subject to review and approval by the City Engineer and City Attorney.

- The City Engineer has written a comments/conditions letter which the Applicant will need to address prior to securing permits. This letter spells out in detail what is needed for easements over the existing sewer lines.

- There is an existing truck repair building in the backyard of 1201 Concord Street South that does not have a sprinkler system and is far away from existing public fire hydrants on Concord Street. Today, the building can only be reached with a fire hose if it is stretched out to almost its maximum length. The new building is going to make it even more difficult to reach the building in the backyard with a fire hose. The Fire Marshal and the City Engineer are recommending that the Applicant be required to place a new private fire hydrant in the rear yard of 1201 Concord which will support firefighting operations on that property if there is ever an emergency. The Applicant will need to grant the City a fire hydrant access easement so that the City's fire department is guaranteed access to the private hydrant. The agreement has been drafted and is ready to be approved, but it still needs an exhibit showing the new hydrant. The exhibit will not be ready until the Applicant's civil engineer completes the design and finalizes hydrant location. The City Attorney should be authorized to update the agreement to add the exhibit prior to recording.

Timeline

Q3 Contracting wants to occupy the site immediately and would accept both properties in an “as-is” condition if the City were willing to allow it. Through the PUD process, the City is granting the Applicant the ability to have an exterior storage yard that is larger than the GB district allows in exchange for site improvements that will beautify the properties and add to the tax base. Jadian IOS has submitted a proposed phasing plan and staff has taken that proposal and created a set of “dates certain” that Jadian IOS will need to meet in order to keep their conditional use permit in good standing. The dates are listed in the “conditions of approval” at the end of this memo. The most important dates are the requirements that construction of the new office-warehouse building must commence by October 1, 2026, and be completed by July 1, 2027.

Development Agreement

City Staff, the City Attorney, and the developer have negotiated a development agreement which will provide the City with extra teeth to ensure that the required improvements are completed in a timely manner and to ensure that all required easements are granted in a timely manner. In addition to standard development agreement provisions, the proposed development agreement will require the developer to escrow $60,000 with the City to ensure that they complete site improvements in accordance with the approved phasing plan. The developer will get $30,000 returned to them if they commence construction of the new building by October 1, 2026. They will get the other $30,000 returned to them if they complete all the site improvements by September 1, 2027. Any extensions will require the approval of the City Council.

Stormwater Maintenance Agreement

The Applicant will need to enter into a stormwater maintenance agreement with the City wherein they agree to properly maintain their required stormwater management infrastructure. If they fail to maintain the infrastructure, the agreement will give the City the authority to handle the maintenance and assess the costs against the property.

Conditional Use Permit for Contractor's Operation with Exterior Storage

Exterior storage requires a conditional use permit in all zoning districts. The CUP is typically used to regulate the following:

1. *Screening of the storage area.*

    - The 1301 Concord Street South property already has significant screening which was installed due to requirements in previous conditional use permits. All existing screening must be maintained, and the Applicant should be required to fill in a gap that currently exists in the row of arborvitaes that screens the property from the mobile home park to the south.

    - The 1201 Concord Street South property's exterior storage yard will be partially screened from Concord Street by the existing office building and the new office-warehouse building. Today, the exterior storage yard is highly visible from Concord Street if one looks down the wide driveway at the north end of the site. The Applicant should be required to install a screening gate on this driveway, similar to the screening gate that already exists at the 1301 Concord Street South property. There will be some technical challenges with installing the gate due to nearby utilities and the placement of posts will need to be carefully coordinated with the City Engineer to avoid damaging or obstructing access to buried utilities.

2. *Surfacing of the storage area.* City Staff supports the approach that was discussed during the concept plan review. The Applicant will pave the front half of 1201 Concord Street South and will keep the front half of 1301 Concord Street South paved. The rear half of each property may be gravel or a similar semi-improved surface.

3. *Location of Stored Materials.* The Conditional Use Permit will state that storage is restricted to the areas shown on the exterior storage plan (Kimley Horn Sheet C402).

4. *Type of Stored Materials.* Historically, the City has regulated this by approving storage of the type of materials that is substantially consistent with what is outlined in the Applicant's narrative. The CUP also notes that the exterior storage of hazardous materials is prohibited.

5. *Height of Stored Materials.* The Applicant has stated that the tallest equipment that they will store in the exterior storage area is 14 feet tall. Staff would recommend putting a condition in the conditional use permit that caps storage heights at 15 feet.

6. *Hours of Operation.* The 1301 Concord Street South parcel is directly adjacent to a mobile home park. The existing conditional use permit that Kamish Excavating holds for the property attempts to address the residential neighbor situation by requiring certain types of loud equipment to be stored away from the shared property line as much as possible. The Kamish CUP unfortunately contains a lot of qualitative and subjective language that may be difficult to enforce. Staff reviewed this matter with the City Attorney and the recommendation is that the 1301 Concord Street exterior storage yard only be allowed to operate between 7 AM and 7 PM. This should prevent truck backup beeping and other yard noises from unreasonably disturbing the residents of the mobile home park during hours when residents are likely to be sleeping. Q3 Contracting has stated that their standard hours of operation are 7 AM to 5 PM, so this should be a workable condition.

CUP and PUD Review Criteria

The Applicant needs a Conditional Use Permit for a Planned Unit Development (CUP/PUD) in order to move forward with this project. The Code states that a Conditional Use Permit should only be recommended for approval if the Planning Commission has made the following determinations:

1. *That the conditional use, with such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.*
2. *If the application is based on the conditional use provision in this chapter that the issuance conforms to the general characteristics of the district of which it will become a part.*
3. *That the conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district or districts affected.*
4. *That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.*
5. *That adequate measures have been or will be taken to provide ingress and egress in such*

a manner as to minimize traffic congestion and hazards in the public streets.

In business districts, there is additional criteria to be considered*:*

Certain uses are considered, as a rule, unsuitable in commercial areas because of inherent characteristics (e.g., traffic hazards, noise, light glare), proximity to residential areas, the fact that they tend not to serve nearby residential areas, or may adversely affect nearby permitted business uses.

Additionally, the Planning Commission is asked to consider the following factors when evaluating a Planned Unit Development request:

1. *That the proposed use will not be detrimental to the health, safety, morals, or general welfare of the city.*
2. *That said use is fully consistent with the purposes of Chapter 118-132 PUD, Planned Unit Development and the comprehensive municipal plan.*

DISCUSSION

The proposed redevelopment project would be a big step forward for 1201 Concord Street South. The project would greatly increase its curb appeal and would bring that property largely into compliance with the goals of the South Concord Corridor Small Area Plan. The project will be somewhat of a lateral move for 1301 Concord Street South in that it would not increase the building footprint on that parcel and would probably "lock in" the site plan for the exterior storage use on that parcel for another generation. That may happen regardless, however, because a new contractor could purchase 1301 Concord Street South as a standalone business and take over its existing conditional use permit and site plan approvals.The City does have the ability to require 1301 Concord Street to make landscaping upgrades in the front yard as a "condition of approval" so there will be some visible improvements to that property. Additionally, the new contractor's operation is arguably less intense than what is at 1301 Concord Street South today since Q3 Contracting will be storing construction equipment and utility materials (i.e. piping, wire, etc.) and will not be storing large dirt piles or piles of aggregate materials in their storage yard like Kamish Excavating does today.

The Applicant has worked diligently to address City Staff and policymaker comments that were made during the PUD concept plan review and their submittal is consistent with what the City Council and Planning Commission asked for at the December 8th worksession. City Staff is supportive of the proposed project and believes that this will be a win-win for the Applicant and for the City.

PLANNING COMMISSION PUBLIC HEARING

The Planning Commission held a public hearing for the project at their February 4, 2026

meeting. No members of the public submitted comments or attended the hearing. The Planning Commission asked a number of clarifying questions before recommending approval of the project "as presented" with a 6-0 vote.

STAFF RECOMMENDATION

City Staff recommends approval of Resolution #2026-27 approving a site plan and conditional use permit for a planned unit development for the Jadian IOS project at 1201 and 1301 Concord Street South. City Staff also recommends that the City Council approve the development agreement, stormwater maintenance agreement, and hydrant access agreement and authorize the City Attorney to make minor modifications prior to recording.

LINKS

South Concord Corridor Market Study

South Concord Corridor Small Area Plan

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Resolution #2026-27
2. Proposed Development Agreement
3. Proposed Stormwater Maintenance Agreement
4. Proposed Hydrant Access Agreement
5. Planning Commission Memo

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-27

A RESOLUTION APPROVING A SITE PLAN AND A CONDITIONAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT FOR THE JADIAN IOS PROJECT AT 1201 AND 1301 CONCORD STREET SOUTH

WHEREAS, the City received an application from Jadian IOS requesting the following approvals for a utility contractor (Q3 Contracting) that would be their tenant and would operate out of 1201 Concord Street South and 1301 Concord Street South:

1. Site Plan approval to construct a new 7,255 square foot office-warehouse building at 1201 Concord Street South.

2. A Conditional Use Permit for a Planned Unit Development that would grant flexibility from default GB-General Business zoning district requirements including flexibility on setbacks, surfacing materials, screening, number of principal buildings on one parcel, and size restrictions on exterior storage yards.

3. A Conditional Use Permit for a contractor's operation with exterior storage (as part of the Conditional Use Permit for a Planned Unit Development).

WHEREAS, the subject properties are located at 1201 Concord Street South and 1301 Concord Street South ("the Properties"); and are legally described as follows:

(See Exhibit A)

WHEREAS, the Planning Commission held a public hearing on the application at their February 4, 2026 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission recommended Approval (6 –0) of the application at their February 4, 2026 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report dated February 4, 2026 regarding this matter are hereby adopted and included herein by reference including the following attachments:

1. Site Location Map
2. Aerial Photographs of Existing Conditions
3. Google Streetview Photographs of Subject Properties
4. Applicant's Narrative
5. ALTA Survey
6. Applicant's Site Plans
7. Exterior Storage Plan
8. Grading and Drainage Plan
9. Utility Plan
10. Landscape Plan
11. Photometric Plan
12. Architectural Plans
13. Insulated Metal Panel Product Sheets
14. City Engineer's Comment Letter
15. Staff Depiction of Possible Screening Fence at 1201 Concord
16. Staff Depiction of Required Landscaping at 1301 Concord
17. Exterior Building Materials Classification Chart from City Code Section 118-9
18. Draft Design Standards for Business Flex District

2. Findings.

A. The City Council determines that the proposed Conditional Use Permits are consistent with the following criteria:

i. That the conditional use, with such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.
ii. If the application is based on the conditional use provision in this chapter that the issuance conforms to the general characteristics of the district of which it will become a part.
iii. That the conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district or districts affected.
iv. That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.
v. That adequate measures have been or will be taken to provide ingress and egress in such a manner as to minimize traffic congestion and hazards in the public streets.
vi. That the proposed use is appropriate in this commercial area and the use will not create an undue nuisance for the residential property that is immediately to the south of the subject properties.

B. The City Council determines that the proposed Planned Unit Development amendment is consistent with the following criteria:

i. The proposed use will not be detrimental to the health, safety, morals, or general welfare of the city.
ii. The proposed development is fully consistent with the purposes of Chapter 118-132 PUD, Planned Unit Development and consistent with the comprehensive municipal plan.

C. The City Council approves the Site Plan and Conditional Use Permit for a Planned Unit Development, subject to the following conditions:

Planning/Zoning Conditions

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

a. Application (Jadian IOS)	**dated 1/2/2026**
b. Narrative (Larkin Hoffman)	**dated 1/5/2026**
c. ALTA Survey (EFN)	**dated 12/19/2025**
d. Erosion and Sediment Control Plan (Kimley Horn)	**dated 1/19/2026**
e. Overall Site Plan Sheet C400 (Kimley Horn)	**dated 1/19/2026**
f. Site Plan Sheet C401 (Kimley Horn)	**dated 1/19/2026**
g. Exterior Storage Plan Sheet C402 (Kimley Horn)	**dated 1/19/2026**
h. Grading and Drainage Plan (Kimley Horn)	**dated 1/19/2026**
i. Utility Plan (Kimley Horn)	**dated 1/19/2026**
j. Landscape Plan (Kimley Horn)	**dated 1/19/2026**
k. Photometric Plan (Kimley Horn)	**dated 1/19/2026**
l. Floor Plans (LOMA Architecture)	**dated 1/28/2026**
m. Exterior Building Elevations (LOMA Architecture)	**dated 1/28/2026**
n. Stormwater Management Memorandum (Kimley Horn)	**dated 1/5/2026**

2. **Scope of Conditional Use Permit for a Planned Unit Development.** The conditional use permit for a Planned Unit Development shall apply to 1201 Concord Street South (PID # 36-71500-15-291) and 1301 Concord Street South (PID # 36-71500-15-293).

3. **Status of Previous Conditional Use Permits.** Upon the new utility contractor use moving onto the site for exterior storage or occupancy of any building, all previous conditional use permits applying to both 1201 Concord Street South and 1301 Concord Street South are terminated. This shall include the conditional use permits contained in Resolution #2006-117, Resolution #2011-160, and Resolution #2014-13.

4. **Construction Permits Required.** The review and approval of the site improvements pursuant to the requirements of the City's adopted building and fire codes shall be in addition to the site plan review process. The Applicant must obtain all required permits prior to beginning construction:

a. A building permit is required for the construction of the new office-warehouse building.

b. Either a zoning permit or a building permit is needed for the parking lot paving project.

c. Sign permits must be obtained prior to the installation of any signage.

d. A fence permit is required for any new fencing.

5. **Building and Fire Code Compliance.** All buildings on the property must be maintained in compliance with all applicable building codes and fire codes.

6. **Development Agreement.** The Applicant shall enter into a development agreement with the City to ensure that all required minimum site improvements are completed and all required easements are granted. The new utility contractor use may not commence until the development agreement has been fully executed and the Applicant has recorded the agreement against the two properties.

7. **PUD Flexibility.** The base zoning district for the Conditional Use Permit for a Planned Unit Development (PUD) is the GB General Business Zoning District. The development shall follow the standards of that zoning district except that the following PUD flexibility is granted:

a. **Exterior Storage Yard Size.** The subject properties shall not be required to meet the code requirement contained in City Code Section 118-240 which states that exterior storage yards in the GB district may not exceed 50% of the footprint of the principal building. The exterior storage yards may be sized as shown on the approved exterior storage plans.

b. **Surfacing.** Parking and exterior storage surfaces in the rear half of each lot may be surfaced with gravel or a similar material that has been approved by the City Engineer as being adequate to control dust and drainage. The proposed new cross-access driveway between the two exterior storage yards may also be surfaced with gravel or a similar material, subject to review and approval by the City Engineer.

c. **Parking Lot Landscape Island Requirement.** Strict compliance with the City Code's parking lot landscape island requirements shall not be required for the new pavement areas as long as their design and landscaping is substantially consistent with the approved plans.

d. **Screening.** Exterior storage screening is not required along the shared property line between the 1201 Concord Street South parcel and 1301 Concord Street

South parcel. Exterior storage screening is not required along the northern property line of 1201 Concord Street South due to utility and easement conflicts.

e. **Front Yard Setback.** The new office-warehouse building shall not be required to meet the GB requirement that a new building be set back at least as far as the average front setback of all similar buildings fronting the same street. The new office-warehouse may be built with a front yard setback that is consistent with what is shown on the approved civil plans.

f. **Multiple Principal Buildings on One Parcel.** The new office-warehouse building may be placed on the 1201 Concord Street South parcel as a second principal building on that parcel.

8. **Conditional Use Permit for a Contractor's Operation with Exterior Storage.** The CUP/PUD includes a conditional use permit for exterior storage with the following conditions:

   a. **Surfacing Material.** Surfacing for the exterior storage areas shall align with the approved plans which show new paving on the 1201 Concord Street South property to match the existing paving line of the 1301 Concord Street South property. Areas shown as paved on the plans must be paved and areas shown as gravel may remain gravel.

   b. **Type of Items allowed.** The type of items stored in the exterior storage area shall be limited to trucks, equipment, materials and supplies, and traffic control devices that are consistent with the proposed utility contractor operation. The exterior storage of hazardous materials is prohibited.

   c. **Maximum Height of Stored Equipment and Materials.** Items in the exterior storage area shall have a height limit of 15 feet.

   d. **Location of Exterior Storage.** Exterior storage shall be limited to the areas shown on the approved exterior storage plan.

   e. **Screening Required.** The Applicant shall be required to maintain the following screening:

      i. The exterior storage yard at 1301 Concord Street South must continue to be screened from Concord Street by an opaque fence which is parallel to the front property line that is constructed out of wood, composite decking material, or a similar quality material. Chain link fencing with slats is not acceptable in this location.

      ii. The exterior storage yard at 1301 Concord Street South must continue to be screened from the mobile home park to the south by an opaque fence and a

row of arborvitae trees. This fence may continue to be chain link with slats, or it can be upgraded to a higher quality material.

iii. The existing screening trees at 1201 Concord Street South, which are south of the existing office building, shall remain in place until the Applicant has pulled a building permit to construct the new office-warehouse building. The trees can be removed after the building permit is issued.

iv. The Applicant shall install a new screening fence/gate at 1201 Concord Street South which shall run parallel to the public street to partially screen the exterior storage yard from public views along the driveway area. The fence shall be of a similar quality to the existing wood fence/gate that screens the driveway area at 1301 Concord Street South. The fence shall be at least as far back from the front property line as the principal building. The final design and placement of the fence is subject to review and approval by the City Engineer because it will cross over public utility lines and will need to be sited carefully to avoid adverse impacts to utilities.

f. **Gates Required for Fencing in Easement Areas.** For any fence that crosses a City-owned utility easement, the Applicant shall install gates over the easement area which can be opened to allow the City to access the easement. The final design and location of any required gates is subject to review and approval by the City Engineer.

g. **Restriction on Type of Storage Permitted Over Utility Easements.** Only vehicles and highly portable equipment that can be easily moved may be stored over utility easements. Easement areas must be cleared within one business day of the Applicant receiving notification from the City that there is a need to access the easement area. No shelving or other permanent or semi-permanent structures may be installed in an easement area. The Public Works Director may establish a weight limit for vehicles and equipment stored in an easement area and may require signage to be installed to mark the easement area and assist with enforcement.

h. **Equipment Repairs to Take Place Inside Buildings.** There shall be no exterior repair or dismantling of vehicles and equipment.

i. **Storage Yard Access for Fire Department.** The Applicant shall provide the Fire Department with access to the exterior storage yards at all hours of the day. The method for providing access is subject to review and approval by the Fire Marshal.

9. **Compliance with City Code's Performance Standards.** The contractor's operation must comply with all the City Code's performance standards relating to odor, noise, dust,

glare, refuse handling, etc. The contractor's operation must not in any way be a public nuisance.

10. **Installation and Maintenance of Required Landscaping.** The Applicant shall be responsible for installing and maintaining all landscape materials shown on the approved landscaping plans:

    a. 1201 Concord Street South shall be landscaped in accordance with the Kimley Horn landscape plan dated 1/19/2026

    b. Prior to commencing the utility contractor use, the Applicant shall prepare a formal landscape plan for 1301 Concord Street South and this plan shall be filed with the Zoning Administrator. The plan is subject to the review and approval of the Zoning Administrator and must include at least the following:

        i. Maintenance of a row of arborvitaes along the south property line to separate the property from the mobile home park. The row of trees must run from the front property line to the rear of the approved exterior storage yard. There is currently a roughly 120-foot-long gap in the row of arborvitaes, and new arborvitaes must be installed in this area with similar spacing as the existing arborvitaes.

        ii. At least four trees must be located in the front yard in addition to the arborvitaes. There shall be a tree on either side of the driveway which may be overstory trees or ornamental trees. There shall be at least two overstory trees on the south side of the building in front of the privacy fence.

        iii. Decorative landscaping shall be maintained in the area that is directly in front of the existing building.

11. **Landscaping Guarantee.** Prior to commencing the new utility contractor use, the Applicant shall establish a $15,000 landscaping guarantee ($7,500 for each of the two properties). The security shall be maintained for at least one (1) year after the date that the last landscape materials have been planted. After one year has passed, the Applicant must replace any required landscape materials that are not alive or are in an unhealthy state. Once the City has confirmed that the replacements have been installed, the entire security may be released.

12. **SAC Fees.** The Applicant will be required to make a Sewer Access Charge (SAC) payment consistent with Metropolitan Council requirements at the time of building permit.

13. **Mechanical Equipment Screening.** All ground-mounted and building-attached mechanical equipment shall be screened according to the standards contained within

Code Section 118-9. All roof-mounted mechanical equipment shall be screened according to the standards contained within Code Section 118-242.

14. **Lighting.** All lighting shall be compliant with City Code Section 18-245. Light sources shall be hooded or controlled so as not to light adjacent property.

15. **Trash Enclosure Required if there is Exterior Trash Handling.** All dumpsters stored outside the buildings must be in an approved trash enclosure that meets zoning requirements. A permit is required to construct a new trash enclosure.

16. **Compliance with Dakota County Requirements, MPCA Requirements, and Other State Agency Requirements.** The Applicant shall comply with any requirements that are imposed upon them by the Minnesota Pollution Control Agency (MPCA). The Applicant shall also comply with any relevant requirements that are imposed upon them by any other State agencies and by Dakota County.

17. **Minimum Building Footprint.** The conditional use permit for a planned unit development and conditional use permit for a contractor's operation with exterior storage are conditioned upon the Applicant maintaining a minimum building footprint on each of the two properties after the phasing plan has been fully implemented:

    a. A minimum building footprint of 15,000 square feet must be maintained on the 1201 Concord Street South parcel.

    b. A minimum building footprint of 6,097 square feet must be maintained on the 1301 Concord Street South parcel.

    c. If the two parcels are combined in the future, the newly created parcel must have a minimum building footprint of at least 21,097 square feet.

    d. If the Applicant seeks to demolish any existing building in the future, it will require an amendment to the conditional use permit for a planned unit development and a plan to construct a new building that will maintain the minimum building footprints listed above. The timespan for constructing any approved replacement building will be defined in the conditional use permit amendment.

    e. If a building is destroyed by fire or other peril, the Applicant shall have 3 years from the date of the destructive event to design and begin construction of a replacement building that brings the property back into compliance with the minimum building footprint requirements listed above. An extension may be granted by the City Council if there are extenuating circumstances.

18. **Deadlines to Complete Required Improvements.** The Applicant must meet the following deadlines for making the required improvements:

a. The Applicant shall complete all required landscaping/screening improvements on the 1301 Concord Street South parcel by July 1, 2026.

b. The Applicant must submit a complete application for a building permit for the new office-warehouse building by August 1, 2026.

c. The Applicant must commence construction of the new office-warehouse building by October 1, 2026.

d. The Applicant must complete construction of the new office-warehouse building by July 1, 2027.

e. The Applicant must complete all landscaping, paving, and striping improvements on the 1201 Concord Street South parcel by September 1, 2027.

Any extension shall require the approval of the City Council.

19. **Consequences for Failing to Meet Required Deadlines.** If the Applicant fails to complete a required improvement by the deadline, the City may take one or more of the following actions to address the issue:

    a. The Zoning Administrator may suspend the property's exterior storage rights until the required improvement is completed. All exterior storage of trucks, equipment, materials, and supplies on both 1201 Concord Street South and 1301 Concord Street South must cease within 15 business days of the exterior storage rights being suspended.

    b. The Zoning Administrator can issue a warning letter followed by administrative citations which will be sent to the property owner.

    c. The City Council may revoke the conditional use permit for a planned unit development and/or the conditional use permit for a contractor's operation with exterior storage.

20. **Access to Facility.** The Applicant shall provide City Staff with reasonable access to the inside and outside of the facility for the purposes of enforcing the terms of this conditional use permit.

21. **Hours of Operation for 1301 Concord Street South.** Exterior storage yard operations on the 1301 Concord Street South parcel are restricted to taking place between 7 AM and 7 PM due to the proximity of the mobile home park.

22. **Termination of the Conditional Use Permits and Site Plan Approval.** Unless an extension is granted by the City Council, the Site Plan Approval, Conditional Use Permit for a Planned Unit Development, and all the conditional use permits contained within the

approval will terminate if improvements have not substantially begun and the new utility contractor use has not commenced within one year of the date of approval. The violation of any condition of approval in the conditional use permit(s) may result in the termination of the conditional use permit(s), following a hearing by the City Council.

ENGINEERING CONDITIONS

23. **City Engineer Comment Letter.** The Applicant shall address all comments and conditions in the City Engineer's comments letter dated January 23, 2026.

24. **Erosion Control Escrow.** An erosion control escrow in the amount of $3,000 per disturbed acre will need to be established prior to the issuance of any construction permit that will involve land disturbance (i.e. building permits, grading permits, paving permits, etc.).

25. **Stormwater Maintenance Agreement Required.** Prior to commencement of the new use, the Applicant must enter into a stormwater maintenance agreement with the City for the long-term maintenance of required stormwater management systems. The Applicant shall record this agreement against both properties.

26. **New Private Fire Hydrant Required.** A new private fire hydrant must be provided on the 1201 Concord Street South parcel to provide adequate fire suppression capability for the existing un-sprinklered truck repair building that is located at the rear of that property. The final design and location of the private fire hydrant is subject to review and approval by the City Engineer and the Fire Marshal. The Applicant must enter into a hydrant access easement with the City which is subject to review and approval by the City Engineer and the City Attorney. The Applicant shall record this agreement against the 1201 Concord Street South property.

27. **New Utility Easements Required.** The Applicant shall grant the City easements over all existing public utility lines that cross the two subject properties by no later than June 1, 2026. The design and size of the easements is subject to review and approval by the City Engineer. The Applicant shall engage a licensed surveyor and shall provide legal descriptions and exhibit drawings for all proposed easements. There is an existing storm sewer easement that is shown on the ALTA survey as having an incorrect alignment that does not match the actual location of buried infrastructure. The City agrees to terminate that easement in exchange for a new easement that properly covers the storm sewer line. The City Council authorizes City Staff to enter into and execute all documents necessary to effectuate this condition of approval.

28. **Escrow for Improvements in Public Right-of-Way.** At the time of building permit or other construction permit, the Applicant shall provide an escrow for 125% of the cost of any improvements that are located in the public right-of-way (i.e., the proposed catch basin connection).

Adopted this 17th day of February, 2026.

_____

City Clerk

ATTACHMENTS

A- Legal Description
B- City Engineer's Letter

ATTACHMENT A

LEGAL DESCRIPTION

Parcel 1 – DEVELOPER/OWNER 1201 Concord LLC

Address: 1201 Concord St. S.
PID: 36-71500-15-291
Torrens Cert.

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

> That part of the following described property which lies Northwesterly of a line which is parallel with and 290.00 feet Southeasterly of the center line of vacated Douglas Street as shown on the plat of Spring Park, Dakota County, Minnesota.
>
> That part of Blocks 14 and 15, Spring Park, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, together with the vacated streets, avenues and alleys that accrued thereto by reason of the vacation, lying within the following described lines:
>
> Beginning at the intersection of the North line of vacated Spruce Street and the Easterly line of Concord Street as now improved and traveled; thence Northerly along the Easterly line of Concord Street to its intersection with the center line of vacated Douglas Street; thence Easterly along said center line to its intersection with the Easterly line of said Block 14 extended Northerly; thence Southerly along the Easterly line of Block 14 to a point on the North line of said Spruce Street; thence Westerly along said North line to the point of beginning; together with the Westerly 50 feet of the abandoned railroad right-of-way lying adjacent to and Easterly of the above property.

Parcel 2 – DEVELOPER/OWNER 1301 Concord LLC
Address: 1301 Concord St. S.
PID: 36-71500-15-293
Torrens Cert. 74642

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

> That part of the following described property which lies Southeasterly of a line which is parallel with and 290.00 feet Southeasterly of the center line of vacated Douglas Street as shown on the plat of Spring Park, Dakota County, Minnesota.
>
> That part of Blocks 14 and 15, Spring Park, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, together with the vacated streets, avenues

and alleys that accrued thereto by reason of the vacation, lying within the following described lines:

Beginning at the intersection of the North line of vacated Spruce Street and the Easterly line of Concord Street as now improved and traveled; thence Northerly along the Easterly line of Concord Street to its intersection with the center line of vacated Douglas Street; thence Easterly along said center line to its intersection with the Easterly line of said Block 14 extended Northerly; thence Southerly along the Easterly line of Block 14 to a point on the North line of said Spruce Street; thence Westerly along said North line to the point of beginning; together with the Westerly 50 feet of the abandoned railroad right-of-way lying adjacent to and Easterly of the above property.

EXCEPT: That part which lies south of a line which is parallel with and 30 feet north Spruce Street (as contained in the recorded plat of Spring Park) as measured at a right angle thereto.

ATTACHMENT B
CITY ENGINEER'S LETTER

City of South St. Paul — Engineering Department

January 23, 2026

Planning Manager Michael Healy
125 3rd Avenue N
South St. Paul, MN 55075

Re: 1201 and 1301 Concord St S
Jadian IOS
Plan Review

Mr. Healy,

The Engineering Department reviewed the submittal for the Jadian IOS adaptive reuse and conditional use permit for 1201 and 1301 Concord Street S received January 9, 2026, and January 21, 2026. Engineering staff has the following comments:

General Engineering Items

1. An erosion control escrow in the amount of $3,000 per acre of disturbance will need to be provided at the time of permit approval per the City of South St. Paul's fee schedule regarding Grading/Fill/Land Alteration permits.
2. Applicant to submit a cost estimate for the public improvements (i.e. work associated with the connection to the City's catch basin). An escrow in the amount of 125% of the cost of the public improvements will be required prior to construction.
3. No permanent immovable improvements can be placed over the city utilities.

Survey, Existing Conditions, and Demolition Plan

1. Applicant to verify scale bar on the ALTA survey. It is currently reading as approximately 1" = 43.64'.
2. City records indicate that a sanitary manhole is located near the property line between 1201 and 1301 Concord St S. Applicant to confirm if this was found. It may be under the shipping container shown on the survey.
3. The ALTA survey indicates that the existing 20-ft wide sewer easement does not fully encompass the existing 18" diameter storm sewer. Applicant to vacate the easement that does not contain the storm sewer and establish a 20-ft wide easement that follows the centerline of the existing storm sewer.
4. A drainage and utility easement is needed over the existing sanitary sewer near the northern property line. The easement boundary shall be 10-ft from the centerline of the existing 12" diameter sanitary sewer. The easement location cannot be determined until the sanitary manholes are located.
5. A Drainage and Utility easement is needed over the existing storm sewer and sanitary sewer near the eastern edge of the properties. The easement location cannot be

determined until the sanitary manholes in the area are located. The easement must include the following:

a. West boundary: 15 ft from the centerline of the existing 48" diameter storm sewer OR 10 ft from the centerline of the existing 15" sanitary sewer, whichever is farther west
b. East boundary: 15 ft from the centerline of the existing 48" diameter storm sewer OR 10 ft from the centerline of the existing 15" sanitary sewer, whichever is farther east

Erosion Control Plan

1. The site will disturb more than one acre of land and therefore is required to obtain a construction stormwater permit through the Minnesota Pollution Control Agency (MPCA) and prepare a Stormwater Pollution Prevention Plan (SWPPP).
2. Applicant to indicate what material is being used to stabilize turf areas on the erosion control sheets (sod, seeding, etc.).
3. Due to the site being within one (1) mile of the Mississippi River, temporary seeding or stabilization is required for disturbed areas that will be inactive for seven (7) days or more.

Site Plan

1. The existing parking lot on the north side of the existing building has stalls signed for handicap parking. However, these stalls are not ADA compliant and should not be signed as such unless the stalls are upgraded to meet current ADA standards.
2. As proposed the ADA accessible route to the new building from the parking area utilizes sidewalk in Dakota County right-of-way. Applicant shall acknowledge that they will have to provide an accessible route to the proposed building if any County work closes or impacts the sidewalk in front of the building.

Sanitary Sewer and Watermain Plan

1. Any water shutoffs, if needed, shall be coordinated with the City of South St. Paul Public Works Department. A 48-hour notice to impacted properties is required prior to a water shutoff. No contractor shall work gate valves on South St. Paul's water system.
2. Applicant to review and update the proposed sanitary service. It appears that the proposed service and existing storm sewer cross at nearly the same invert elevation based on the plan and survey notes. Please note that utility crossings with less than 18" of separation will require 4" polystyrene insulation, or engineer approved equal, between pipes.
3. Applicant to coordinate with South St. Paul Engineering and/or Public Works staff prior to connecting the proposed sanitary service to the existing manhole.
4. Applicant to confirm how the existing water service layout to 1201 Concord Street S was determined. The layout does not match what is on record with the city, which shows the water and sewer services entering the west side of the building. See attached site plans.

5. Applicant to install a private hydrant to provide fire protection for the existing and proposed buildings on the site. South Metro Fire Department staff and engineering staff will review the proposed hydrant location. Any hydrant within a parking lot or outdoor storage area shall be protected from vehicles with bollards.
6. The proposed gravel driveway between 1201 and 1301 Concord Street S may be over a sanitary manhole based on city utility records. Any castings for public utilities within the footprint of the gravel driveway must be adjusted to grade per City standards.

Storm Sewer and Grading

1. A Stormwater Maintenance Agreement will be required and must be recorded against the properties. It shall be the responsibility of the property owner to maintain all private stormwater facilities. City staff will prepare the agreement using the city's template and provide to the applicant for review.
2. Applicant is proposing to connect the private facilities to a catch basin on Concord Street S. Applicant to confirm how the connection is being made as there is not a pipe stubbed to the property. Any modifications to the existing catch basin must meet City standards.
3. Applicant to clarify how much runoff is being directed to the catch basin on Concord Street and if the existing system has capacity to take this additional runoff. As-builts for the city infrastructure are attached to this memo.
4. Applicant to confirm if the casting of the storm manhole in the proposed paving area needs to be adjusted to match proposed pavement elevations. Follow City standards if needed.

Landscaping

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

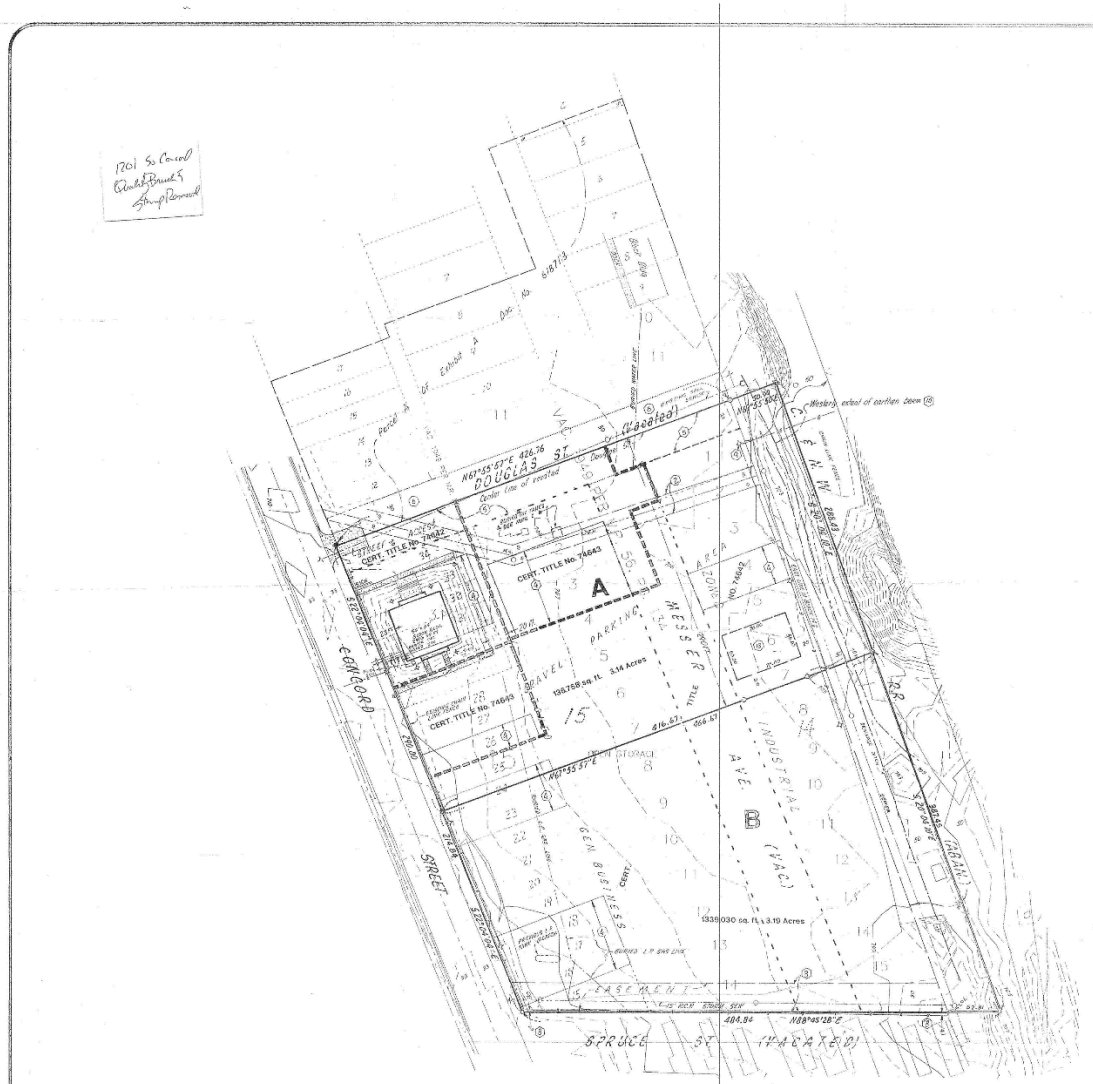
Permits Required from Other Agencies

1. NPDES and MPCA Construction Stormwater Permit
   https://www.pca.state.mn.us/business-with-us/construction-stormwater
2. Dakota County Right-of-Way Permit

Please let me know if you have any questions regarding these comments.

Sincerely,

Kelsey Gelhar, P.E.
City Engineer



PROPOSED LEGAL DESCRIPTION
PARCEL A

That part of the following described property which lies northwesterly of a line which is parallel with and 290.00 feet southeasterly of the center line of vacated Douglas Street as shown on the plat of Spring Park, Dakota County, Minnesota.

That part of Blocks 14 and 15, Spring Park, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, together with the vacated streets, avenues and alleys that accrued thereto by reason of said vacation, lying within the following described lines: Beginning at the intersection of the North line of vacated Spruce Street and the easterly line of Concord Street as now improved and traveled; thence northerly along the easterly line of Concord Street to its intersection with the center line of vacated Douglas Street; thence easterly along said center line to its intersection with the easterly line of said Block 14 extended northerly; thence southerly along the easterly line of Block 14 to a point on the North line of said Spruce Street; thence westerly along said North line to the point of beginning; together with the westerly 50 feet of the abandoned railroad right-of-way lying adjacent to and easterly of the above property.

PROPOSED LEGAL DESCRIPTION
PARCEL B

That part of the following described property which lies southeasterly of the a line which is parallel with and 290.00 feet southeasterly of the center line of vacated Douglas Street as shown on the plat of Spring Park, Dakota County, Minnesota.

That part of Blocks 14 and 15, Spring Park, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, together with the vacated streets, avenues and alleys that accrued thereto by reason of said vacation, lying within the following described lines: Beginning at the intersection of the North line of vacated Spruce Street and the easterly line of Concord Street as now improved and traveled; thence northerly along the easterly line of Concord Street to its intersection with the center line of vacated Douglas Street; thence easterly along said center line to its intersection with the easterly line of said Block 14 extended northerly; thence southerly along the easterly line of Block 14 to a point on the North line of said Spruce Street; thence westerly along said North line to the point of beginning; together with the westerly 50 feet of the abandoned railroad right-of-way lying adjacent to and easterly of the above property.

Round iron pipe
Bituminous mon pipe set, No. 19294
Light pole
Monitoring well
Overhead electric line
Telephone cable line

Scale Inch = 50 Feet
0 25 50 100 200
Scale in Feet

PAUL R. McLAGAN & SON
MINNESOTA REGISTERED LAND SURVEYORS
6015 CAHILL AVENUE INVER GROVE HEIGHTS MN. 55076
(612)457-5645
Fax (612)457-5642

ALTA/ACSM Land Title Survey

FOR Robert B. Schlieske

Sheet of

DATE May 29, 1996

Job. No. 07695

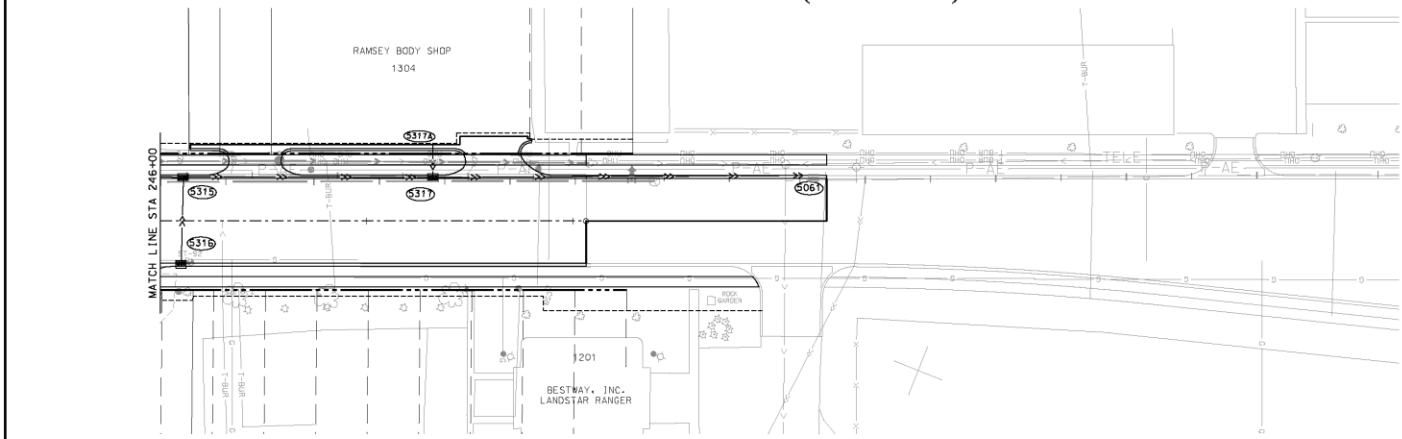
I Hereby Certify that this survey, plan or report was prepared by me under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

PRELIMINARY

William Brown R.L.S. MIN. Registration No.

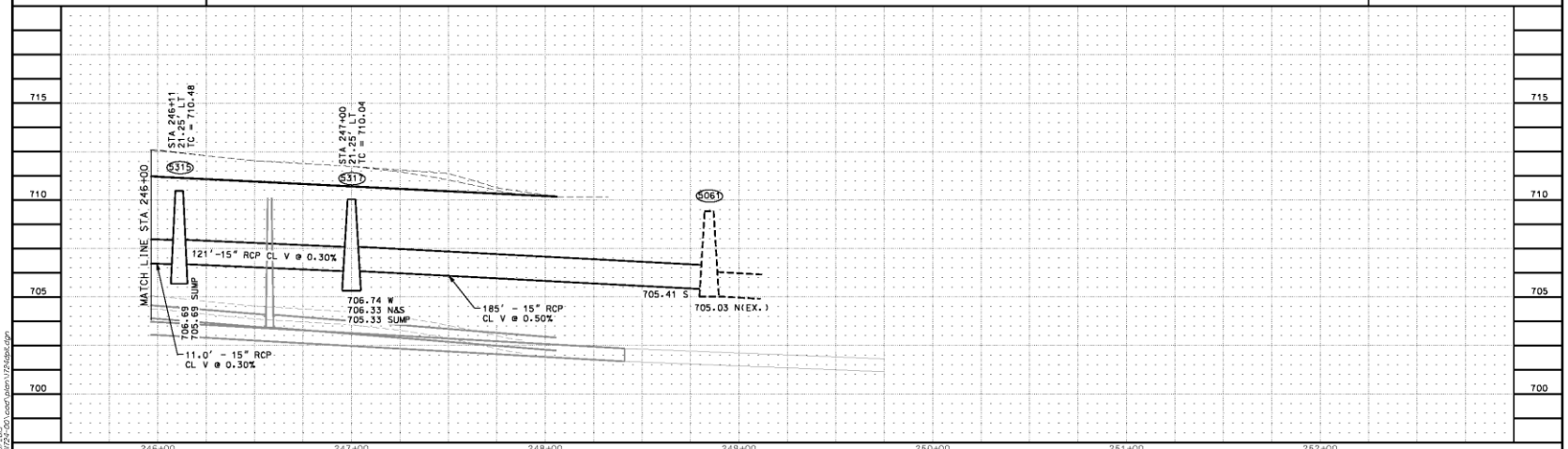
Revisions

CSAH 56 (Concord Street)



BENCH MARK ELEV 718.41
TNH SW Quad Concord Blvd and 65TH Street E.

BENCH MARK ELEV 718.20
TNH SW Quad Concord Street and Chestnut Street



NO.	DATE	BY	CHK	REVISIONS

Design By: NEH
Plan By: LD
Checked By: AJP
Approved By: JWS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
IDENTIFIED BY: Jeff W. Stewart
LICENSED PROFESSIONAL ENGINEER — JEFF W. STEWART, PE
DATE: 08/01/2007
LIC. NO. 16511

WSB & Associates, Inc.
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
www.wsbeng.com
763-541-4800 Fax 763-541-1700
INFRASTRUCTURE | ENGINEERING | PLANNING | CONSTRUCTION

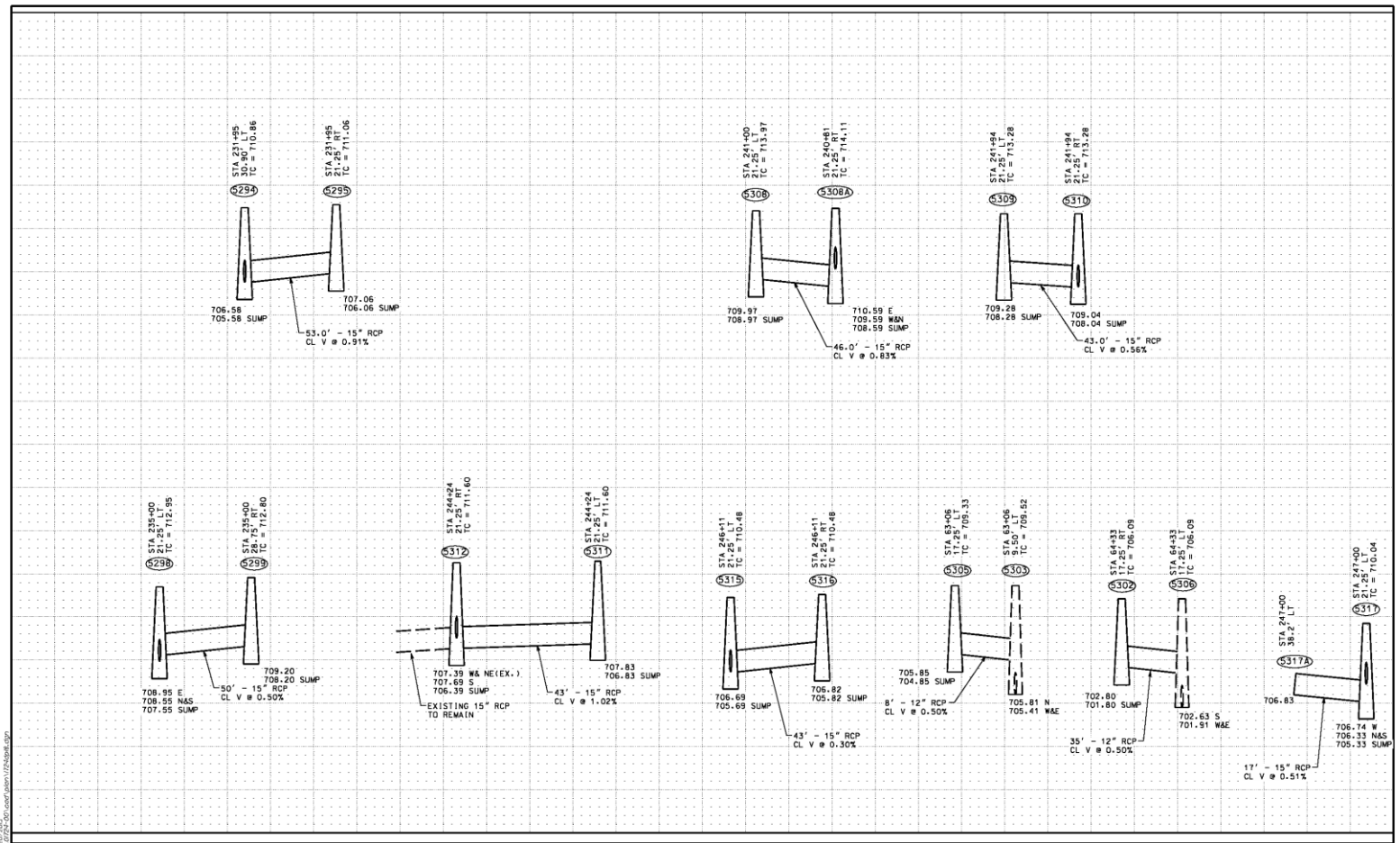
COUNTY 56

CSAH 56 Improvements - Phase 3
Inver Grove Heights & South St. Paul
Dakota County, Minnesota

DAKOTA COUNTY, MINNESOTA
STA 246+00 TO STA 252+00
STORM SEWER PLAN & PROFILE
S.A.P. 19-656-06 (CTB)/178-020-18/188-020-10/C.P. 56-07/2007-013

SHEET 174 OF 311 SHEETS

Date Printed: 9/20/2007
File Name: S:\PROJECTS\2007\concept\plan\178dev1.dgn



NO.	DATE	BY	CHK	REVISIONS

Design By: NEH
Plan By: LD
Checked By: AJP
Approved By: JWS

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

CERTIFIED BY: Jeffrey W. Stidham
JEFF W. STIDHAM, PE
DATE: 1/09
LIC. NO. 16511

WSB & Associates, Inc.
701 Xenia Avenue South, Suite 300
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COUNTY 56

CSAH 56 Improvements - Phase 3
Inver Grove Heights & South St. Paul
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STORM SEWER PROFILES
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SHEET 181 OF 311 SHEETS

Dana Richards 9/26/2007
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DEVELOPMENT AGREEMENT

FOR THE DEVELOPMENT OF 1201 AND 1301 CONCORD STREET SOUTH

BY AND BETWEEN

THE CITY OF SOUTH ST. PAUL

AND

1201 CONCORD LLC

AND

1301 CONCORD LLC

THIS DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2026 ("**Effective Date**"), by and between the City of South St. Paul, a Minnesota municipal corporation, and 1201 Concord LLC, a Delaware limited liability company and 1301 Concord, LLC a Delaware limited liability company.

RECITALS

WHEREAS, the DEVELOPER is the fee simple owner of the DEVELOPMENT PROPERTY; and

WHEREAS, in pursuant of the DEVELOPER IMPROVEMENTS, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PROJECT, which will be completed in phases; and

WHEREAS, in conjunction with the granting of these approvals, the CITY requires certain timelines be met and granting of easements, as more particularly set forth herein; and

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

1. That the DEVELOPER enters into this DEVELOPMENT AGREEMENT, which defines the work which the DEVELOPER undertakes to complete; and

2. The DEVELOPER shall provide an irrevocable letter of credit and/or cash deposits in the amounts and with conditions satisfactory to the CITY, providing for assurance of the actual construction and completion of the DEVELOPER IMPROVEMENTS, as required by Exhibits C and F.

WHEREAS, the DEVELOPMENT PLANS must be prepared by registered professional engineers and approved by the CITY ENGINEER.

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

ARTICLE 1
DEFINITIONS

1.1. TERMS. The following terms, unless elsewhere defined specifically in this DEVELOPMENT AGREEMENT, shall have the following meanings as set forth below.

1.2. CITY. "**CITY**" means the City of South St. Paul, a Minnesota municipal corporation.

1.3. CITY ENGINEER. "**CITY ENGINEER**" means the City Engineer of the City of South St. Paul and his delegatees.

1.4. CITY WARRANTIES. "**CITY WARRANTIES**" means all CITY WARRANTIES identified in Article 12 of this DEVELOPMENT AGREEMENT.

1.5. COUNCIL. "**COUNCIL**" means the Council of the City of South St. Paul.

1.6. COUNTY. "**COUNTY**" means Dakota County, Minnesota.

1.7. CONDITIONAL USE PERMIT. "**CONDITIONAL USE PERMIT**" means that certain CONDITIONAL USE PERMIT approved by the COUNCIL on February 17, 2026 by Resolution No. _____.

1.8. DEVELOPER 1. "**DEVELOPER 1"** means 1201 Concord LLC, a Delaware limited liability company, the owner of PARCEL 1.

1.9. DEVELOPER 2. "DEVELOPER 2" means 1301 Concord LLC, a Delaware limited liability company, the owner of PARCEL 2.

1.10. DEVELOPER. "**DEVELOPER**" means collectively DEVELOPER 1 and DEVELOPER 2.

1.11. DEVELOPER DEFAULT. "**DEVELOPER DEFAULT**" means and includes, jointly and severally, any of the following or any combination thereof:

a) failure by the DEVELOPER to pay the CITY any money required to be paid under this DEVELOPMENT AGREEMENT;

b) failure by the DEVELOPER to construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;

c) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT within thirty (30) days following DEVELOPER'S receipt of FORMAL NOTICE of such failure from the CITY; and

d) breach of the DEVELOPER WARRANTIES

1.12. DEVELOPER IMPROVEMENTS. "**DEVELOPER IMPROVEMENTS**" means and includes, individually and collectively, all the improvements identified in Article 4.

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

1.14. DEVELOPMENT AGREEMENT. "**DEVELOPMENT AGREEMENT**" means this instant agreement by and between the CITY and DEVELOPER.

1.15. DEVELOPMENT PLANS. "**DEVELOPMENT PLANS**" means all the plans, drawings, specifications, and surveys approved by the CITY ENGINEER, including all revisions approved by the CITY ENGINEER, hereby incorporated by reference and made a part of this DEVELOPMENT AGREEMENT.

1.16. DEVELOPMENT PROJECT. "**DEVELOPMENT PROJECT**" means the outdoor storage of trucks, equipment, materials and supplies, and traffic control devices, general office use and other related improvements that will be constructed on the DEVELOPMENT PROPERTY that is substantially in conformance with the DEVELOPMENT PLANS and all planning approvals.

1.17. DEVELOPMENT PROPERTY. "**DEVELOPMENT PROPERTY**" means that real property legally described on Exhibit A, attached hereto, upon which the DEVELOPMENT PROJECT will be constructed.

1.18. [Intentionally left blank]

1.19. FORMAL NOTICE. "**FORMAL NOTICE**" means notices given by one party to the other if in writing and if and when delivered or tendered in person, by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or by depositing it with an independent overnight courier service, addressed as follows:

If to CITY:	City of South St. Paul Attention: City Administrator 125 3rd Ave. N. South St. Paul, MN 55075
With a copy to:	LeVander, Gillen & Miller, P.A. Attn: Korine Land 1305 Corporate Center Drive, Suite 300 Eagan, MN 55121
If to DEVELOPER:	JC IOS Acquisitions, LLC 4800 Hampden Lane, Suite 420 Bethesda, MD 20814
With a copy to:	Larkin Hoffman Attn: Jake Steen 8300 Norman Center Dr. Ste. 1000 Minneapolis, MN 55437-1060

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if

mailed as provided above, or on the next business day if deposited with the courier for overnight (next day) delivery, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party. Attorneys for each party shall be authorized to give and receive notices for each such party.

1.20. INDIRECT COSTS. "INDIRECT COSTS" means the costs related to:

a) Finance, administration and legal costs; and

b) Engineering services performed by CITY staff; and

c) Testing and right-of-way services, if necessary; and

d) Consulting engineering services, if necessary.

1.21. OTHER REGULATORY AGENCIES. "**OTHER REGULATORY AGENCIES**" means and includes, individually and collectively, the following:

a) Dakota County

b) Minnesota Pollution Control Agency

c) Metropolitan Council

d) Minnesota Department of Natural Resources

e) Minnesota Board of Water and Soil Resources

f) Any other regulatory or governmental agency or entity affected by or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.22. PARCEL 1. "PARCEL 1" means that certain real property legally described on Exhibit A as Parcel 1.

1.23. PARCEL 2. "PARCEL 2" means that certain real property legally described on Exhibit A as Parcel 2.

1.24. UNAVOIDABLE DELAYS. "**UNAVOIDABLE DELAYS**" means: (a) an act, omission, or neglect of the CITY; (b) change orders and change requests that alter the scope of the DEVELOPER IMPROVEMENTS (c) changes in law; (d) fire, explosion, catastrophe, accident, or other casualty; (e) strikes, lock-outs, or boycotts; (f) embargoes or shortages of material, energy, fuel, labor or other required products or items; (g) unusual delays in transportation; (h) acts of God, severe or abnormal (in intensity or duration) weather conditions or other acts of nature, including but not limited to, earthquake, hurricane, tornado, drought, landslide, tsunami, lightning, or flood; (i) riots, insurrection, terrorism, war (declared or undeclared), or other armed conflict; (j) plague, epidemics, or quarantine; (k) unforeseen conditions; (l) action or inaction of governmental or

quasi-governmental authorities, including delays in the issuance of any building permits or other approvals required for the DEVELOPER IMPROVEMENTS; or (m) events or causes beyond the DEVELOPER'S reasonable control.

1.25. UTILITY COMPANIES. "**UTILITY COMPANIES**" means and includes, jointly and severally, the following:

a) Utility companies, including electric, gas and cable;

b) Pipeline companies.

ARTICLE 2
DEVELOPMENT PROJECT APPROVAL

2.1. DEVELOPMENT PROJECT APPROVAL. The COUNCIL approved the DEVELOPMENT PROJECT and all related planning applications on February 17, 2026.

2.2. RECORDING OF DEVELOPMENT AGREEMENT. The DEVELOPER shall record this DEVELOPMENT AGREEMENT with the COUNTY Recorder.

ARTICLE 3

[INTENTIONALLY BLANK]

ARTICLE 4
DEVELOPER IMPROVEMENTS

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

4.2. GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities to serve the DEVELOPMENT PROJECT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees to grant to the CITY all necessary easements over, across, upon and under those portions of the DEVELOPMENT PROPERTY which are reasonably necessary for the preservation and maintenance of the drainage system, for drainage basins and for utility service and for utility looping. The grading and drainage plans included within the DEVELOPMENT PLANS include lot and building elevations, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform to the overall CITY storm sewer plan. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS, subject only to such design criteria and engineering design and construction specifications as are used in the DEVELOPMENT PLANS notwithstanding any amendment. DEVELOPER shall enter into a Stormwater Maintenance Agreement with the CITY for private storm sewer, sanitary sewer, water, lighting and ponding areas.

DEVELOPER shall execute drainage and utility easements over existing infrastructure. If it is discovered that additional drainage and utility easements are necessary, then DEVELOPER shall convey such additional easements to the CITY pursuant to written instruments that are mutually agreeable to the parties.

Building construction and general construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 9:00 AM and 7:00 PM. Site grading/excavation and street and utility construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 9:00 AM and 7:00 PM. Construction crews may arrive up to one hour prior to the start of building and general construction activities but no noisy work can begin until the hours stated above. The CITY ENGINEER may approve modifications to these hours when reasonably necessary due to construction sequencing, weather conditions, utility coordination, or other practical considerations.

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

4.4. VEGETATION. In connection with the initial construction of the DEVELOPMENT PROJECT, the DEVELOPER shall (a) comply with CITY ordinances and policies related to preservation of vegetation and trees and specifically shall exercise reasonable efforts to save mature, non-diseased trees and vegetation on the DEVELOPMENT PROPERTY which do not have to be removed for reasonable installation of buildings, streets, utilities or drainage improvements, construction activities related thereto, or site grading, (b) prior to any excavation, install tree protection on all trees that are to be saved and to mark such trees with a red band prior to any excavation, and (c) remove all diseased trees according to CITY ordinance requirements. The DEVELOPER'S landscape plan forming a part of the DEVELOPMENT PLANS shows the preservation of vegetation and trees, as required hereunder.

4.5. LANDSCAPING. The DEVELOPER is responsible for installing all landscaping improvements as depicted on the DEVELOPER'S landscape plan forming part of the DEVELOPMENT PLANS in a timely manner.

4.6. EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency's on-line Stormwater Manual and as stated in the grading permit issued by the CITY. Such plan is detailed on the DEVELOPMENT PLANS and

has been approved by the CITY ENGINEER. The DEVELOPER shall install and maintain such erosion control structures as required by the DEVELOPMENT PLANS and as required in Exhibit D, or as it becomes necessary subsequent thereto and prior to substantial completion of the DEVELOPMENT PROJECT. The DEVELOPER shall be responsible for all damage caused as a result of grading and excavation including, but not limited to, restoration of existing control structures and clean-up of adjacent public right-of-way. The DEVELOPER shall seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. After the site is rough graded, the DEVELOPER must provide erosion control devices that are required by the DEVELOPMENT PLANS. The parties recognize that time is of the essence in controlling erosion. If the DEVELOPER does not provide erosion control, the CITY may, after a twenty-four (24) hour FORMAL NOTICE, take appropriate action to control erosion. The City shall provide FORMAL NOTICE to the DEVELOPER of the costs incurred by the CITY to control erosion, and if the DEVELOPER fails to reimburse the CITY for such costs within thirty (30) days following the DEVELOPER'S receipt of FORMAL NOTICE from the City, then the CITY may, as its sole and exclusive remedy, draw upon any posted financial guarantee in accordance with the procedure set forth in Section 15.1 to pay costs incurred by the CITY in controlling erosion within the DEVELOPMENT PROPERTY.

4.7. WEED/GRASS MAINTENANCE. During construction of the DEVELOPMENT PROJECT, DEVELOPER must not allow or permit any weeds, grass, brush, or other rank vegetation to a height greater than eight (8) inches, or permit any accumulation of dead weeds, grass or brush. In the event the DEVELOPER fails to comply with this provision, the CITY may give the DEVELOPER FORMAL NOTICE to cut or remove material in violation of this paragraph. If the DEVELOPER fails to cut or remove material in violation of this paragraph within three (3) business days following the DEVELOPER'S receipt of such notice from the CITY, then the CITY may cut or remove material in violation of this paragraph and all costs of cutting or removing incurred by the CITY must be paid by the DEVELOPER within thirty (30) days following the DEVELOPER'S receipt of an invoice of such costs from the CITY, and if DEVELOPER fails to do so, the CITY may assess such costs against the DEVELOPMENT PROPERTY.

ARTICLE 5

[INTENTIONALLY BLANK]

ARTICLE 6
PERMITS, LICENSES AND OTHER APPROVALS

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

ARTICLE 7
OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 8

[INTENTIONALLY BLANK]

ARTICLE 9
RESPONSIBILITY FOR COSTS

9.1. DEVELOPER COSTS. The DEVELOPER shall construct and pay for the DEVELOPER IMPROVEMENTS.

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

9.3. TIME OF PAYMENT. DEVELOPER shall pay all bills for all for all reasonable and documented costs due under this DEVELOPMENT AGREEMENT received by DEVELOPER from the CITY within thirty (30) days after billing. The CITY shall pay all bills for all costs due under this DEVELOPMENT AGREEMENT received from the DEVELOPER within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of eight percent (8%) per year.

ARTICLE 10
DEVELOPER WARRANTIES

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

a) **AUTHORITY.** DEVELOPER is the fee title owner of the DEVELOPMENT PROPERTY as identified in Exhibit A and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of DEVELOPER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.

b) **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound beyond applicable notice and cure periods which would affect performance under this DEVELOPMENT AGREEMENT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.

c) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or, to the best of the DEVELOPER'S knowledge, threatened against or affecting DEVELOPER or the DEVELOPMENT PROPERTY or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS that would materially affect DEVELOPER'S performance under this DEVELOPMENT AGREEMENT. To the best of the DEVELOPER'S knowledge, DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality that would materially affect DEVELOPER'S performance under this DEVELOPMENT AGREEMENT.

d) **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER in this DEVELOPMENT AGREEMENT intentionally contains any untrue statement of material fact or intentionally omits any material fact the omission of which would be misleading. Any unintentional untrue statements or omissions shall be corrected or cured within thirty (30) days after the DEVELOPER receives FORMAL NOTICE, unless an extension is granted by the CITY.

ARTICLE 11

[INTENTIONALLY BLANK]

ARTICLE 12
CITY WARRANTIES

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

a) **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota. The CITY will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as a Minnesota municipal corporation, so long as the CITY has any remaining obligations pursuant to this DEVELOPMENT AGREEMENT.

b) **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT. The CITY

is solvent. The execution, delivery and the performance of this DEVELOPMENT AGREEMENT and the consummation by the CITY of the transactions provided for herein and the compliance with the provisions of this DEVELOPMENT AGREEMENT (i) have been duly authorized by all necessary corporate action on the part of the CITY, (ii) require no other consents, approvals or authorizations on the part of the CITY in connection with the CITY'S execution and delivery of this DEVELOPMENT AGREEMENT, and (iii) shall not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the CITY is subject.

c) **NO BREACH.** Neither the execution and delivery of this DEVELOPMENT AGREEMENT by the CITY, the consummation of the transactions contemplated hereby by the CITY, nor the fulfillment of or compliance with the terms and conditions of this DEVELOPMENT AGREEMENT by the CITY conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the CITY (with the CITY'S prior written approval), any organizational documents, any restriction, agreement or instrument to which the CITY is now a party or by which the CITY is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of the CITY.

ARTICLE 13
INDEMNIFICATION OF CITY

13.1. INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim, loss or damage, DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless from and against any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the CITY incurs of suffers, incident to the construction of the DEVELOPER IMPROVEMENTS to the extent caused by the negligence or willful misconduct of DEVELOPER, and not to the extent caused by the negligence or willful misconduct of the CITY or any other indemnified party.

13.2. NOTICE. Within a reasonable period of time after the CITY'S receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim.

13.3. DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by

Section 13.1, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY'S expense. If the DEVELOPER fails to defend within ten (10) days following DEVELOPER'S receipt of FORMAL NOTICE from the CITY of DEVELOPER'S defense obligations hereunder, then the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 14
CITY REMEDIES UPON DEVELOPER DEFAULT

14.1. CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by UNAVOIDABLE DELAYS, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT; provided, however, if such DEVELOPER DEFAULT cannot reasonably be cured within thirty (30) days following DEVELOPER'S receipt of FORMAL NOTICE from the CITY, then DEVELOPER shall be afforded additional reasonable time to cure such DEVELOPER DEFAULT if DEVELOPER begins to cure such DEVELOPER DEFAULT within thirty (30) days following DEVELOPER'S receipt of FORMAL NOTICE from the CITY and diligently pursues and effects the cure thereof. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within the time period set forth above, then, except as provided in Section 14.2 hereof, the CITY may collect on the irrevocable letters of credit ("LOC") or cash deposit pursuant to Article 15 hereof.

14.2. SECURITY. Anything herein to the contrary notwithstanding, in the event DEVELOPER fails to construct or install any DEVELOPER IMPROVEMENTS pursuant to the terms of this DEVELOPMENT AGREEMENT, the CITY'S remedy under this DEVELOPMENT AGREEMENT shall be to draw upon the sureties provided in this DEVELOPMENT.

14.3. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT AGREEMENT is breached by the DEVELOPER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

14.4. NO REMEDY EXCLUSIVE. Except as otherwise expressly set forth herein, no remedy herein conferred upon or reserved to the CITY or DEVELOPER shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this DEVELOPMENT AGREEMENT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY or DEVELOPER to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

14.5. EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a right to cure the DEVELOPER DEFAULT, in the event of an emergency, meaning a condition posing an imminent threat to public health or safety, as reasonably determined by the CITY ENGINEER, resulting from the DEVELOPER DEFAULT, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER (provided, however, the CITY shall give DEVELOPER such notice as is reasonable under the circumstances) and without giving the DEVELOPER the right to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all reasonable and necessary, documented costs incurred by the CITY. In the alternative, to the extent permitted by applicable law, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; provided that nothing herein shall be deemed to waive the DEVELOPER's rights under Minnesota law to contest the necessity, scope, or amount of any such costs or assessments.

ARTICLE 15
FINANCIAL OBLIGATIONS

15.1. DEVELOPER'S LETTER OF CREDIT OR CASH AMOUNTS. DEVELOPER shall deposit with the CITY one or more irrevocable LOC or cash for the amounts required in Exhibit C and Exhibit F by the dates required on Exhibit D.

The bank issuing the LOC shall be subject to approval by the CITY Finance Director, which approval shall not be unreasonably withheld, and shall continue to be in full force and effect until released by the CITY. The irrevocable LOC shall be for a term ending two (2) years after acceptance by the CITY. In the alternative, the LOC may be for a one-year term provided it is automatically renewable for successive one-year periods from the present or any future expiration dates, and further provided that the irrevocable LOC states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period.

The irrevocable LOC shall secure compliance by the DEVELOPER with the terms of this DEVELOPMENT AGREEMENT. The CITY may draw down on the irrevocable LOC or cash deposit solely for the purpose of curing a DEVELOPER DEFAULT, only to the extent reasonably necessary for that purpose, and only after expiration of the applicable notice and cure periods set forth in Section 14.1 (except as expressly permitted under Section 14.4 in the event of an emergency). Any such draw shall be made only upon presentation to the issuer of such LOC a certificate certifying that the applicable condition described below has occurred and is continuing, which certificate shall describe with reasonable specificity the nature of the DEVELOPER DEFAULT and the basis for the amount drawn, but without any further notice to DEVELOPER than that provided in Section 14.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

a) a DEVELOPER DEFAULT that continues beyond applicable notice and cure periods; or

b) upon the CITY receiving notice that the irrevocable LOC will be allowed to lapse prior to two (2) years after acceptance by the CITY unless, and only if, within ten (10) days after FORMAL NOTICE to DEVELOPER of the foregoing, the CITY receives (i) notice regarding issuance of a replacement LOC prior to such lapse and/or (ii) a replacement LOC is posted.

If the CITY ENGINEER determines that the DEVELOPER IMPROVEMENTS have been constructed in accordance with this DEVELOPMENT AGREEMENT, the CITY shall distribute the proceeds of any LOC or cash deposit to the DEVELOPER after retaining 10% of such proceeds only to the extent reasonably necessary to secure completion of any remaining pursuant to Section 15.2.

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

15.2. ESCROW/LOC RELEASE DEVELOPER IMPROVEMENTS. Upon final completion of all requirements of this DEVELOPMENT AGREEMENT and after a certificate of occupancy is obtained for the new building, the irrevocable LOC and any balance on cash escrows shall be released.

ARTICLE 16
MISCELLANEOUS

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

16.2. [Intentionally blank]

16.3. COMMENCEMENT AND COMPLETION OF DEVELOPER IMPROVEMENTS. Subject to UNAVOIDABLE DELAYS, DEVELOPER shall use reasonable efforts to substantially commence and complete the DEVELOPER IMPROVEMENTS pursuant to the following schedule:

a) Before DEVELOPER 1 or DEVELOPER 2, or any party acting under DEVELOPER 1 or DEVELOPER 2 authority, shall commence operations on the DEVELOPMENT PROPERTY with any exterior storage or occupy any buildings that exist on the DEVELOPMENT PROPERTY as of the date of this AGREEMENT, DEVELOPER 1 and DEVELOPER 2 must comply with the conditions of Exhibit D.1.

b) DEVELOPER 1 shall commence construction of the new building on Parcel 1 of DEVELOPER IMPROVEMENTS on or before October 1, 2026.

c) DEVELOPER shall substantially complete all DEVELOPER IMPROVEMENTS on or before September 1, 2027, unless there is an unforeseeable delay, in which case, the CITY and DEVELOPER will mutually agree on a new completion date.

d) DEVELOPER shall comply with all commencement and completion dates for

specific DEVELOPER IMPROVEMENTS as required in the CONDITIONAL USE PERMIT, or as it may be amended by the COUNCIL.

16.4. PENALTY FOR FAILURE TO COMPLY WITH COMMENCEMENT AND COMPLETION OF DEVELOPER IMPROVEMENTS. CITY'S remedy for a default of Section 16.3 is the forfeiture of the escrow on Exhibit F, provided that no such forfeiture shall occur where the failure is the result of an UNAVOIDABLE DELAY.

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

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

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

16.8. BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT AGREEMENT shall run with the land on the DEVELOPMENT PROPERTY and shall be binding upon the successors and assigns of the DEVELOPER. This DEVELOPMENT AGREEMENT shall also run with and be binding upon any after acquired interest of the DEVELOPER in the DEVELOPMENT PROPERTY.

16.9. CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT AGREEMENT without the prior written consent of the COUNCIL, which approval will not be unreasonably withheld; provided, however, the DEVELOPER may assign this DEVELOPMENT AGREEMENT to an affiliate of the DEVELOPER, without the consent of the COUNCIL, but shall provide written notice to the CITY. In addition, the DEVELOPER may collaterally assign this DEVELOPMENT AGREEMENT to a lender providing construction financing for the DEVELOPMENT PROJECT without the consent of the COUNCIL. In case of assignment, the assignee will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT AGREEMENT in writing, provided to the CITY. Upon satisfaction of such requirements by assignee, the DEVELOPER shall be released and discharged from all obligations hereunder.

16.10. AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT AGREEMENT in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this DEVELOPMENT AGREEMENT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT AGREEMENT, waive compliance by another with any of the covenants contained in this DEVELOPMENT AGREEMENT, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this DEVELOPMENT AGREEMENT. Any agreement on the part of

any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this DEVELOPMENT AGREEMENT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

16.12. COUNTERPARTS. This DEVELOPMENT AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

16.14. INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT AGREEMENT or if the obligation imposed hereunder upon the DEVELOPER are inconsistent, then the words of this DEVELOPMENT AGREEMENT shall prevail, unless a specific provision of the DEVELOPMENT PLANS expressly states that it is intended to control. No ambiguity shall be construed to impose a greater obligation on the DEVELOPER absent express language to that effect.

16.15. ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license and right of entry to enter the DEVELOPMENT PROPERTY to perform all work and inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS, as well as access to drainage and utility systems following completion.

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

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

certifications as to the completion and acceptance of the DEVELOPER IMPROVEMENTS contemplated hereby, and the amount of the security outstanding.

16.18. MORTGAGEE'S PROTECTION. The obligations of DEVELOPER and its successors under this DEVELOPMENT AGREEMENT shall not be binding upon any mortgage, ground lessors, sale-leaseback lessors and/or trust deed holders (collectively, "MORTGAGEE") that acquire title to all or any portion of the DEVELOPMENT PROPERTY by trustee's sale, foreclosure, or deed-in-lieu of foreclosure or otherwise, but any such MORTGAGEE shall not be entitled to proceed with development of the DEVELOPMENT PROJECT or portion thereof unless and until such MORTGAGEE has consented in writing to be bound by all of the terms, covenants and conditions of this DEVELOPMENT AGREEMENT. The CITY agrees to give any Mortgagees, by registered or certified mail, a copy of any notice of default served upon DEVELOPER, provided that prior to such notice the CITY has been notified, in writing (by way of notice of Assignment of Rents and Leases or otherwise) of the address of such Mortgagee. The CITY further agrees that, except in instances where there is an imminent likelihood that public health or safety would be materially and adversely affected by such default, if DEVELOPER shall fail to cure such default within the time provided in this DEVELOPMENT AGREEMENT, then such Mortgagee shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within such 30-day time period, then such additional time as may be necessary if within such 30-day period, such Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including, without limitation, commencement of foreclosure proceedings, if necessary to effect such cure) in which event this DEVELOPMENT AGREEMENT shall not be terminated nor shall the CITY exercise any rights or remedies hereunder while such remedies are being so diligently pursued.

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

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

16.21. CROSS-AGREEMENT CONSISTENCY. The Stormwater Maintenance Agreement and Hydrant Access Easement are incorporated by reference for coordination purposes only. In the event of a conflict regarding construction-phase obligations, this DEVELOPMENT AGREEMENT shall control.

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

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

CITY:
CITY OF SOUTH ST. PAUL

By:_____
James P. Francis
Its Mayor

By:_____
Deanna Werner
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of_____, 2026, before me a Notary Public within and for said County, personally appeared James P. Francis and Deanna Werner to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that the said instrument was signed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

DEVELOPER 1:
1201 CONCORD LLC

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2026, by _____ the _____ of 1201 Concord LLC, a Delaware limited liability company, on behalf of said company.

_____
Notary Public

DEVELOPER 2:
1301 CONCORD LLC

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2026, by _____ the _____ of 1301 Concord LLC, a Delaware limited liability company, on behalf of said company.

_____
Notary Public

INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A
DEVELOPMENT PROPERTY

Parcel 1 – DEVELOPER/OWNER 1201 Concord LLC
Address: 1201 Concord St. S.
PID: 36-71500-15-291
Torrens Cert.

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

That part of the following described property which lies Northwesterly of a line which is parallel with and 290.00 feet Southeasterly of the center line of vacated Douglas Street as shown on the plat of Spring Park, Dakota County, Minnesota.

That part of Blocks 14 and 15, Spring Park, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, together with the vacated streets, avenues and alleys that accrued thereto by reason of the vacation, lying within the following described lines:

Beginning at the intersection of the North line of vacated Spruce Street and the Easterly line of Concord Street as now improved and traveled; thence Northerly along the Easterly line of Concord Street to its intersection with the center line of vacated Douglas Street; thence Easterly along said center line to its intersection with the Easterly line of said Block 14 extended Northerly; thence Southerly along the Easterly line of Block 14 to a point on the North line of said Spruce Street; thence Westerly along said North line to the point of beginning; together with the Westerly 50 feet of the abandoned railroad right-of-way lying adjacent to and Easterly of the above property.

Parcel 2 – DEVELOPER/OWNER 1301 Concord LLC
Address: 1301 Concord St. S.
PID: 36-71500-15-293
Torrens Cert. 74642

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

That part of the following described property which lies Southeasterly of a line which is parallel with and 290.00 feet Southeasterly of the center line of vacated Douglas Street as shown on the plat of Spring Park, Dakota County, Minnesota.

That part of Blocks 14 and 15, Spring Park, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, together with the vacated streets, avenues and alleys that accrued thereto by reason of the vacation, lying within the following described lines:

Beginning at the intersection of the North line of vacated Spruce Street and the Easterly line of Concord Street as now improved and traveled; thence Northerly along the Easterly line of Concord Street to its intersection with the center line of vacated Douglas Street; thence Easterly along said center line to its intersection with the Easterly line of said Block 14 extended Northerly; thence Southerly along the Easterly line of Block 14 to a point on the North line of said Spruce Street; thence Westerly along said North line to the point of beginning; together with the Westerly 50 feet of the abandoned railroad right-of-way lying adjacent to and Easterly of the above property.

EXCEPT: That part which lies south of a line which is parallel with and 30 feet north Spruce Street (as contained in the recorded plat of Spring Park) as measured at a right angle thereto.

EXHIBIT B

INTENTIONALLY BLANK

EXHIBIT C
CASH ESCROWS

	Unit	Qty	Unit Cost	Total
Grading/Fill/Land alteration escrow for Erosion Control Inspections	Per acre	1.39	$3,000.00	$4,170
INDIRECT COST for Engineering and City Attorney Fees escrow (applied to reasonable and documented costs incurred)				$10,000
Total Cash Escrow for City Costs				$14,170

Commencement and Completion Escrow (Section 16.4)	**Total**
Commencement of Construction	$30,000
Completion of Construction	$30,000
Total Cash Escrow for Site Improvements	**$60,000**

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

1) **CONDITIONS TO BE SATISFIED WITHIN 5 BUSINESS DAYS OF DEVELOPMENT AGREEMENT APPROVAL.**

a) Letter of Credit. DEVELOPER must provide the LOCs for the amounts required in this DEVELOPMENT AGREEMENT.

b) All Cash Deposits. DEVELOPER must pay all cash escrows required in this DEVELOPMENT AGREEMENT.

c) Planning Fees. DEVELOPER must fully pay the CITY all planning, engineering review and legal fees that have been incurred up to the date of approval of this DEVELOPMENT AGREEMENT.

d) Stormwater Maintenance Agreement. DEVELOPER must execute an agreement with the CITY for maintenance of private stormwater facilities.

e) Development Agreement. DEVELOPER must execute this DEVELOPMENT AGREEMENT with the CITY.

f) Hydrant Access Easement. DEVELOPER 1 must execute a Hydrant Access Easement for the CITY to access the private hydrant on Parcel 1.

2) **CONDITION TO BE SATISFIED ON OR BEFORE APRIL 1, 2026.** DEVELOPER 2 must submit a landscape plan for Parcel 2, pursuant to the CONDITIONAL USE PERMIT

3) **CONDITION TO BE SATISFIED ON OR BEFORE JUNE 1, 2026.** DEVELOPER must execute all drainage and utility easements required by the CITY.

4) **BUILDING PERMITS.** No building permits may be obtained until:

a) All the conditions in Paragraph 1-3 of this Exhibit D have been met.

b) DEVELOPER must pay an escrow for private improvements in the Concord St. right of way per the City Engineer.

c) The following documents have been recorded:

- DEVELOPMENT AGREEMENT
- Stormwater Maintenance Agreement
- Hydrant Access Easement
- Drainage and Utility Easements to the CITY for stormwater public utilities

5) **CERTIFICATES OF OCCUPANCY.** Prior to issuance of any certificate of occupancy, all the following conditions must be satisfied:

a) All the conditions listed in Paragraphs 1-4 of this Exhibit D must be satisfied.

b) As built surveys have been received by the CITY.

c) All storm water ponds and associated drainage features including storm sewer and drainage swales have been installed.

6) **SUBDIVISION EROSION CONTROL.** DEVELOPER is responsible for erosion control throughout the DEVELOPMENT PROPERTY pursuant to the NPDES permit.

7) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F shall include an appropriate amount as determined by the CITY ENGINEER to ensure that the DEVELOPER removes any construction debris from streets adjoining the DEVELOPMENT PROPERTY and from private properties that adjoint the DEVELOPMENT PROPERTY. During the construction the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

EXHIBIT E
PERMITS, LICENSES AND OTHER APPROVALS

1. Any licenses or permits required by the Minnesota Department of Health.

2. NPDES Permit from the MPCA.

3. Right-of-Way Permit from the COUNTY.

4. Grading Permit from the CITY.

5. Any contractor licenses from the CITY or the State of Minnesota.

6. Building Permits from the CITY.

7. Electrical Permits from the CITY.

8. Utility permits that may be required from the CITY, State of Minnesota or any utility company.

EXHIBIT F
LETTERS OF CREDIT OR CASH ESCROW

Improvement Escrow	Unit	Qty	Unit Cost	Total
Landscaping	Per Parcel	2	$7,500	$15,000
Total Letter of Credit or Cash Escrow				**$15,000**

(Reserved for Recording Data)

STORMWATER MAINTENANCE AGREEMENT

This Stormwater Maintenance Agreement ("Agreement") is made, entered into and effective this ____ day of _____, 2026, by and between the City of South St. Paul, a Minnesota municipal corporation ("City") and 1201 Concord LLC, a Delaware limited liability company and 1301 Concord LLC, a Delaware limited liability company (collectively, "Owner").

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

WHEREAS, the Owner has obtained the approval of the City for the development of the Property that has existing and proposed Stormwater Management Facilities (as defined below); and

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

WHEREAS, the City has required that the Owner make provision for the maintenance and repair of the existing and proposed Stormwater Management Facilities located on the Property on such plans that will be approved by the City Engineer and kept on file with the City ("Plans"); and

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

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

1. Construction of Stormwater Management Facilities. The proposed Stormwater Management Facilities will be constructed according to the Plans to the satisfaction of Owner and City.

2. Maintenance of Stormwater Management Facilities. The Owner agrees to repair and maintain the Stormwater Management Facilities on the Property at its sole cost and expense.

2.1. Maintenance of the Stormwater Management Facilities shall mean:

2.1.1. Annual inspections of the detention basin including, but not limited to: storm sewer and drainage structures, sediment removal structures, outlet control devices, structural systems, land use, and grades on the property that influence the performance of those Stormwater Management Facilities as shown on Exhibit B. Within thirty (30) days of the inspection date, all accumulated sediment and debris which could affect the functionality of the Stormwater Management Facilities shall be removed and all other necessary corrections completed such that each stormwater facility operates as designed and permitted. Contributing drainage areas must be kept clear of litter and vegetative debris, outlet pipes and overflow spillways kept clear, inlet areas kept clean, and undesirable vegetation removed. Erosion impairing the function or integrity of the facilities, if any will be corrected, and any structural damage impairing or threatening to impair the function of the facilities must be repaired. In the event that such work cannot reasonably be completed within such 30-day period, Owner shall be in compliance with this Agreement so long as Owner begins such work within the 30-day period and diligently continues such work to completion.

2.1.2. Inlets and sediment removal structures will be cleared of any flow impediments and accumulated sediment quarterly. The volume of material removed quarterly will be included in the annual report to the City.

2.1.3. Subject to Section 3 below, Owner shall provide a report of the quarterly structure cleanings and annual inspection to the City Engineer on or before December 1st of each year. If the required annual inspection report is not submitted to the City Engineer by December 1st of each year, the Owner shall provide the City with the right to enter onto the property to conduct the annual inspection.

2.1.4. The maintenance conducted hereunder and annual report prepared pursuant to this Agreement by Owner may be completed by Owner or those employees, agents, or contractors of Owner's choosing.

3. Owner's Default. In the event of default by the Owner as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and Owner's failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the Owner shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City. This Agreement is a license for the City to act when

so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost in whole or in part.

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

5. Terms and Conditions; Release. This Agreement shall run with the land and shall be binding upon Owner's successors and assigns with respect to the Property. The terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns until such time as any Stormwater Management Facilities are no longer present on the Property which require the annual maintenance outlined in Section 3, hereof (the "Release Condition"), at which time Owner shall deliver notice thereof to the City, and, if the City agrees that the Release Condition is met, which determination shall not be unreasonably withheld, conditioned, or delayed, the City shall record a release of this Agreement in the applicable land records in the county in which the Property is located.

6. Authority. The parties hereto warrant and represent to each other that this Agreement has been duly executed and delivered and constitutes the legal valid and binding obligation of the parties and is enforceable in accordance with its terms. The party signing on behalf of the Owner has been duly authorized by the entity to sign this Agreement and bind the entity. Owner has been duly formed under the laws of the State of Minnesota and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Owner pursuant hereto.

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

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

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

instrument.

10. Consent. Owner consents to the recording of this Agreement.

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

12. Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered: (i) in person; (ii) by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or (iii) by proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended addressed as follows:

If to City:	City of South St. Paul Attn: Ryan Garcia, City Administrator 125 3rd Ave. N. South St. Paul, MN 55075
If to Owner:	1201 Concord LLC 4800 Hampden Lane, Suite 420 Bethesda, MD 20814 1301 Concord LLC 4800 Hampden Lane, Suite 420 Bethesda, MD 20814

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, on the third day after mailing if mailed by United States postal service as provided above, or within twenty-four (24) hours if sent via overnight courier service provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

[The remainder of this page was intentionally left blank.]

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

CITY:
CITY OF SOUTH ST. PAUL

By: _____
James P. Francis
Mayor

By: _____
Deanna Werner
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ___ day of _____, 2026, before me a Notary Public within and for said County, personally appeared James P. Francis and Deanna Werner, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that the instrument was signed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

OWNER:
1201 CONCORD LLC

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2026, by _____ the _____ of 1201 Concord LLC, a Delaware limited liability company, on behalf of said company.

_____
Notary Public

OWNER:
1301 CONCORD LLC

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2026, by _____ the _____ of 1301 Concord LLC a Delaware limited liability company, on behalf of said company.

_____
Notary Public

This instrument drafted by
And after recording, please return to:
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Parcel 1 – 1201 Concord LLC
Address: 1201 Concord St. S.
PID: 36-71500-15-291
Torrens Cert.

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

That part of the following described property which lies Northwesterly of a line which is parallel with and 290.00 feet Southeasterly of the center line of vacated Douglas Street as shown on the plat of Spring Park, Dakota County, Minnesota.

That part of Blocks 14 and 15, Spring Park, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, together with the vacated streets, avenues and alleys that accrued thereto by reason of the vacation, lying within the following described lines:

Beginning at the intersection of the North line of vacated Spruce Street and the Easterly line of Concord Street as now improved and traveled; thence Northerly along the Easterly line of Concord Street to its intersection with the center line of vacated Douglas Street; thence Easterly along said center line to its intersection with the Easterly line of said Block 14 extended Northerly; thence Southerly along the Easterly line of Block 14 to a point on the North line of said Spruce Street; thence Westerly along said North line to the point of beginning; together with the Westerly 50 feet of the abandoned railroad right-of-way lying adjacent to and Easterly of the above property.

Parcel 2 – 1301 Concord LLC
Address: 1301 Concord St. S.
PID: 36-71500-15-293
Torrens Cert. 74642

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

That part of the following described property which lies Southeasterly of a line which is parallel with and 290.00 feet Southeasterly of the center line of vacated Douglas Street as shown on the plat of Spring Park, Dakota County, Minnesota.

That part of Blocks 14 and 15, Spring Park, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, together with the vacated streets, avenues and alleys that accrued thereto by reason of the vacation, lying within the following described lines:

Beginning at the intersection of the North line of vacated Spruce Street and the Easterly line of Concord Street as now improved and traveled; thence Northerly along the Easterly line of Concord Street to its intersection with the center line of vacated Douglas Street; thence Easterly along said center line to its intersection with the Easterly line of said Block 14 extended Northerly; thence Southerly along the Easterly line of Block 14 to a point on the North line of said Spruce Street; thence Westerly along said North line to the point of beginning; together with the Westerly 50 feet of the abandoned railroad right-of-way lying adjacent to and Easterly of the above property.

EXCEPT: That part which lies south of a line which is parallel with and 30 feet north Spruce Street (as contained in the recorded plat of Spring Park) as measured at a right angle thereto.

PERMANENT HYDRANT ACCESS EASEMENT

THIS PERMANENT HYDRANT ACCESS EASEMENT ("Easement") is made, granted and conveyed this _____ day of _____, 2026, by and between 1201 Concord LLC, a Delaware limited liability company ("Developer"), and the City of South St. Paul, a Minnesota municipal corporation ("City").

PROPERTY DESCRIPTION

Developer owns real property in Dakota County, Minnesota, legally described on Exhibit A (the "Developer's Property").

PERMANENT EASEMENT DESCRIPTION

The Developer in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns the following:

> A permanent non-exclusive easement for the purpose of providing access to the private fire hydrant which will be installed upon the Developer's Property (the "Hydrant") for fire protection and fire-safety purposes serving the Developer's Property, and all such purposes ancillary, incident or related thereto ("Permanent Easement"), under, over, across, through and upon those portions of the Developer's Property used from time to time by Developer as common areas, depicted on the attached Exhibit B ("Permanent Easement Area"), as necessary to allow the City to access the Hydrant.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants to enter upon the Permanent Easement Area at all reasonable times for the purposes of accessing the Permanent Easement for Hydrant flushing and Hydrant valve operating, as necessary, and to remove obstructions interfering with the location use and maintenance of the Permanent Easement.

Developer has the right to use the Permanent Easement Area for other purposes, subject to the terms and conditions contained herein. The use of the Permanent Easement Area by the City and its agents shall not unreasonably interfere with the use of the Permanent Easement Area as a common area, and the City and its agent shall access the Hydrant in a manner that does not unreasonably interfere with the use of the Developer's Property by the Developer or its tenants.

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

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

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

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

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

[The remainder of the page was intentionally left blank.]

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

CITY:
CITY OF SOUTH ST. PAUL

By:_____
James P. Francis
Its Mayor

By:_____
Deanna Werner
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of_____, 2026, before me a Notary Public within and for said County, personally appeared James P. Francis and Deanna Werner to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that the said instrument was signed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

.

DEVELOPER:
1201 CONCORD LLC

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2026, by _____ the _____ of 1201 Concord, LLC a Delaware limited liability company, on behalf of said company.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

Address: 1201 Concord St. S.
PID: 36-71500-15-291
Torrens

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

That part of the following described property which lies Northwesterly of a line which is parallel with and 290.00 feet Southeasterly of the center line of vacated Douglas Street as shown on the plat of Spring Park, Dakota County, Minnesota.

That part of Blocks 14 and 15, Spring Park, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, together with the vacated streets, avenues and alleys that accrued thereto by reason of the vacation, lying within the following described lines:

Beginning at the intersection of the North line of vacated Spruce Street and the Easterly line of Concord Street as now improved and traveled; thence Northerly along the Easterly line of Concord Street to its intersection with the center line of vacated Douglas Street; thence Easterly along said center line to its intersection with the Easterly line of said Block 14 extended Northerly; thence Southerly along the Easterly line of Block 14 to a point on the North line of said Spruce Street; thence Westerly along said North line to the point of beginning; together with the Westerly 50 feet of the abandoned railroad right-of-way lying adjacent to and Easterly of the above property.

EXHIBIT B
DEPICTION OF PERMANENT EASEMENT AREA

[to be attached]

PLANNING COMMISSION AGENDA REPORT

DATE: February 4, 2026
DEPARTMENT: Planning & Zoning
PREPARED BY: Michael Healy
AGENDA ITEM NUMBER: 4.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Jadian IOS Conditional Use Permit for a Planned Unit Development at 1201 and 1301 Concord Street South

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

A motion to recommend approval or denial of a site plan and conditional use permit for a planned unit development for the Jadian IOS project at 1201 and 1301 Concord Street South.

OVERVIEW

Application

The Applicant, Jadian IOS, is proposing to purchase both 1201 Concord Street South (Bestway Inc.) and 1301 Concord Street South (Kamish Excavating) which are two adjacent properties on Concord Street South. They would then lease out both properties to Q3 Contracting, a utility contractor that works on natural gas projects, electricity projects, and other utility projects. Q3 Contracting would occupy all three of the existing buildings on the two properties as well as a new office-warehouse building that would be constructed on the 1201 Concord Street South parcel next to the existing office building. Q3 Contracting would utilize the rear yards of both properties for exterior storage related to their contracting business (i.e. fleet vehicles, equipment, and materials).

The Applicant is seeking the following zoning approvals:

1. Site Plan approval to construct a new 7,255 square foot office-warehouse building at 1201 Concord Street South.

2. A Conditional Use Permit for a Planned Unit Development that would grant flexibility from default GB zoning district requirements including flexibility on setbacks, surfacing materials, screening, number of principal buildings on one parcel, and size restrictions on exterior storage yards.

3. A Conditional Use Permit for a contractor’s operation with exterior storage (as part of the conditional use permit for a planned unit development).

Review Timeline

Complete Application Submittal: January 5, 2026
Planning Commission: February 4, 2026
Tentative City Council Meeting: February 17, 2026
60-Day Review Deadline: March 6, 2026

Background

1201 Concord Street South (Bestway Inc.) and 1301 Concord Street South (Kamish Excavating) are two adjacent properties on Concord Street South. The owner-operators of both businesses are moving towards retirement and are looking to liquidate their real estate assets. Both properties are “grandfathered” with old conditional use permits that grant them considerably more exterior storage rights than what current zoning rules would allow, but only for the specific types of businesses that are already at each property today. Both properties are currently zoned GB-General Business, which limits exterior storage to being not more than 50% of the footprint of the principal building. Any entirely new type of business taking over either property would need to follow this rule unless they are granted a variance or PUD flexibility. However, the two owners could sell their properties to other similar businesses that could take over the properties and operate in perpetuity using the existing conditional use permits:

- 1201 Concord Street South (Bestway Inc.) has a conditional use permit for truck/trailer repair and related exterior storage. *The existing business operating at this property is a logistics company that uses trucks and trailers to move heavy freight. The business stores trucks and trailers in an approximately 2-acre outdoor storage yard.*

- 1301 Concord Street South (Kamish Excavating) has a conditional use permit for a contractor's operation with exterior storage. *The existing business operating at this property is an excavation contractor. The business stores trucks, equipment, and piles of aggregate materials in an approximately 2-acre outdoor storage yard.*

Both owners could easily find buyers who would purchase the properties "as-is" to operate similar businesses using the existing conditional use permits. However, both owners believe that they can maximize their real estate sale profits and help the City partially achieve its redevelopment goals for Concord Street if they sell the properties for redevelopment purposes instead of selling them to similar businesses for continued use in “as-is” condition. Most businesses that want to purchase the two properties are primarily interested in industrial outdoor storage and are seeking zoning approvals that will allow them to utilize as much of each property as they possibly can for outdoor storage. City Staff has been clear with the sellers and with all prospective buyers that the City wants to see new buildings constructed on this corridor to add to the tax base and beautify Concord Street. Exterior storage yards with zoning entitlements

are extremely valuable to property owners and greatly increase real estate sale prices, but exterior storage yard acreage adds almost nothing to the property tax base under existing State Statutes and Dakota County Tax Assessor policies. Under current tax assessment policies, which are outside the City's control, the only property improvement that adds to the tax base in a significant way is the construction of a new building. With this in mind, the City should only consider granting major outdoor storage rights to new “non-grandfathered” businesses on this corridor through a variance or PUD process if a project involves significant investment in the construction of new buildings.

City Staff has been in discussion with various members of the development team since early 2025. Q3 Contracting wants to operate in northern Dakota County and has explored several different properties throughout South St. Paul. Q3 Contracting generally prefers to lease property rather than own, and that is why they are partnering with Jadian IOS who would be the property owner in the proposed arrangement. The current owners of 1201 and 1301 Concord Street South (and their real estate teams) have been tracking the City's ongoing efforts to create a new development framework for the South Concord Corridor via a market study that was completed in 2024 and a small area plan that was adopted in 2025. The development team is proposing what they believe is a "win-win" in that the project will meet Q3 Contracting's site needs while also helping the City to achieve some of the corridor beautification and tax base goals that were identified in the South Concord Corridor Small Area Plan.

The Planning Commission and City Council reviewed a concept plan for the proposed project at a Joint Worksession on December 8, 2025. The Planning Commission and City Council were supportive of the Applicant's outdoor storage proposal so long as the overall project includes significant landscaping upgrades, paving improvements, and the construction of a new office-warehouse building on the 1201 Concord Street South property that will bring the total building footprint on that property to a minimum of 15,000 square feet. Q3 Contracting is seeking to begin on-site operations immediately (as soon as April 1st) while Jadian IOS would implement the site improvements over an 18-month period. The Planning Commission and City Council indicated that they were comfortable with this approach as long as there are "conditions of approval" and a development agreement that bind the Applicant to following the implementation timeline. They will forfeit their exterior storage rights if they fail to complete the required improvements in a timely manner.

Jadian IOS Adaptive Reuse Proposal

The Applicant is proposing to do the following with 1201 Concord Street South and 1301 Concord Street South:

- The existing businesses would vacate the premises.

- Q3 Contracting would occupy both properties in early April 2026. They would immediately take over all three existing buildings and would utilize both 2-acre exterior storage yards, meaning that they would have approximately 4 acres of exterior storage. The site already meets all of their needs, and they are eager to occupy it in an "as-is" condition. The improvements that Jadian IOS is proposing to make to the two parcels are intended primarily to satisfy City requirements and are not

being driven by the tenant.

Staff is supportive of allowing the tenant to commence operations in April as long as a few specific "conditions of approval" are met before they occupy the site and as long as the Jadian IOS enters into a development agreement with the City that provides assurances that they will make all the improvements to the property that they have promised to make.

- Jadian IOS would construct a new 7,255 square foot office-warehouse building on the 1201 Concord Street South parcel next to the existing office building, beginning construction in late summer or early fall of 2026. The building would use insulated metal panels (IMP's) as its primary façade material and would be designed to meet the recommended architectural requirements for new buildings that are laid out in the South Concord Corridor Small Area Plan.

This property already contains a 3,225 square foot office building and a 4,520 square foot truck repair garage. Adding a 7,255 square foot office-warehouse building would bring the total building footprint on this parcel up to 15,000 square feet, which is the minimum building footprint that the South Concord Corridor Small Area Plan states should be required before a property is allowed to have an exterior storage yard that is not subject to size restrictions.

- Jadian IOS would beautify the Concord Street frontage by adding more landscaping on the 1201 Concord Street South parcel and designing the new office-warehouse building to have good curb appeal and presence on Concord Street.

This would be consistent with the aesthetic goals of the South Concord Corridor Small Area Plan.

- Currently, 1201 Concord is almost entirely surfaced with gravel. 1301 Concord is paved for the front half of the lot and gravel for the rear half of the lot. Jadian IOS is proposing to pave the front half of 1201 Concord Street South to match the existing paving line of 1301 Concord Street South.

The South Concord Corridor Small Area Plan calls for requiring the front half of all parcels to be paved but allowing gravel as an exterior storage surfacing material for the rear half of each interior lot. The City Council and Planning Commission discussed this aspect of the project during concept plan review and were supportive of Jadian IOS only paving the front half of the lot.

- There is a grading difference between the two properties that makes it difficult to fully combine the two exterior storage yards. The Applicant would keep the two yards mostly separate but would add a new cross-access driveway between the two yards so that equipment and vehicles can cross between the properties without needing to use Concord Street. The cross-access driveway is proposed to be surfaced with gravel as it would connect two exterior storage areas that are surfaced

with gravel.

Staff is supportive of this approach. It would be better for the Applicant and for the community if commercial vehicles and equipment could circulate between the two properties without adding traffic to Concord Street.

- Jadian IOS would keep 1301 Concord Street South in "as-is" condition aside from adding the cross-access driveway. The property currently hosts a 6,097 square foot building and the Applicant is not proposing to construct any additional buildings on this parcel.

The rear yard of this property is already an exterior storage yard for a contractor's operation. This property already has some curb appeal with an attractive building, a landscaped front yard, and a well-maintained wood fence that screens the exterior storage area from Concord Street. Staff does feel that this property needs additional landscaping along the southern property line that it shares with a mobile home park as there is a gap in the existing row of arborvitae screening trees. Additionally, there is a need for tree planting in the front yard as this property currently only has low-to-earth vegetation and is lacking a tree canopy in its front yard.

- At this time, Jadian IOS plans to keep 1201 and 1301 Concord Street South as two separate tax parcels.

Staff would be comfortable with the two properties remaining separate parcels or being combined into one tax parcel. The two properties cannot be easily integrated into one site because of grade differences and are only being connected by a cross-access driveway. If the two parcels are kept separate, it would be easy for the owner to re-tenant each property separately in the future if Q3 Contracting ever leaves the site, and the owner cannot find a single large tenant that wants both properties.

Q3 Contracting's Planned Operations

The tenant, Q3 Contracting, has provided a summary of their planned operations on the two properties:

- They perform utility work, primarily for Xcel Energy, CenterPoint Energy, and municipal and county customers throughout Minnesota and western Wisconsin.

- They will have over 50 on-site employees at the 1201/1301 Concord site.

- It will mostly be employees visiting the site. Customer visits are very limited, and they only expect roughly 5 customer visits per week.

- They will use the office buildings for general office functions. They will use the shop buildings for fluid changes, tire and light replacements, minor repairs, and Department of Transportation inspections on trucks and trailers.

- They will use the two exterior storage yards to store trucks, equipment, materials, and traffic control devices.

Ongoing Implementation of the South Concord Corridor Small Area Plan

The "South Concord Corridor" refers to land that is in the southeastern corner of South St. Paul between Interstate 494 and the community's southern border with Inver Grove Heights. The existing zoning framework along the corridor has been in place since the 1990's. Almost all the parcels that touch Concord Street directly have GB-General Business zoning. Almost all the properties on the east side of Concord Street that do not touch Concord Street directly have I-Industrial zoning.

The Planning Commission and the City Council have long understood that the existing zoning framework on the corridor does not work well and is stifling redevelopment and preventing land from realizing its highest and best use. Earlier attempts to resolve this situation were stymied by a lack of community consensus about the corridor's potential. Some community members had unrealistic expectations for the corridor and believed that this corridor could be intensively redeveloped to eliminate the existing industrial businesses and instead bring in upscale retail stores and restaurants, high-end offices and apartments, destination commercial recreation, and other similar types of premium non-industrial redevelopment. The corridor has challenging development conditions due to market realities, poor soils, and site design challenges related to FEMA rules for river floodplains, railroad crossings, and an incomplete road system.

In 2024, the City undertook the "South Concord Corridor Study" with grant support from the Dakota County CDA. The City hired Swanson Haskamp Consulting and completed a market study of the corridor to more accurately determine what type of redevelopment activity the market will support. The project consultant, City Staff, the Planning Commission, and the City Council then worked together to develop a small area plan for the corridor that incorporates the recommendations of the market study with a focus on beautifying the corridor and encouraging the construction of more buildings to add to the tax base. The South Concord Corridor Plan was adopted on June 21st, 2025 and it provides a roadmap for implementing the City's vision for the corridor. City Staff is actively working on implementation of the small area plan:

- The City Council approved a comprehensive plan amendment on November 3rd which is the first step towards implementing the small area plan. *The City cannot officially enact the*

comprehensive plan amendment until it has also been approved by the Metropolitan Council. The Metropolitan Council is tentatively scheduled to approve the comprehensive plan amendment on February 11, 2026.

- The City needs to create two new zoning districts, an industrial-flex district and a business-flex district. The corridor will then need to be rezoned to implement the rezoning recommendations that are in the small area plan. This is planned to take place during 2026. There will need to be public engagement to make sure that property owners understand what rezoning means for their property. Each owner will have a chance to participate in the process, ask questions, and request revisions to the proposed new zoning rules.
    - Several properties immediately south of I-494 that do not touch Concord Street will be rezoned to Industrial Flex.
    - Properties on the east side of Concord Street which have frontage on Concord Street will be rezoned to Business Flex. Both 1201 and 1301 Concord Street are tentatively planned to be rezoned to Business Flex which will be a commercial zoning district that also allows light industrial uses.

Zoning and Comprehensive Plan Guidance

1201 and 1301 Concord Street are both zoned GB-General Business but were guided "mixed use" in the original 2040 Comprehensive Plan, which means that they were being steered towards redevelopment with commercial and residential uses. The comprehensive plan amendment that the Metropolitan Council is currently reviewing re-guides the two properties to "Commercial", which will allow them to be rezoned to the new Business Flex zoning district once it is created. The Business Flex zoning district will allow commercial and light industrial uses.

The GB zoning district allows "contractor operation, if exterior storage is utilized" with a conditional use permit. However, there is a special zoning rule in the GB district which states that the size of an exterior storage yard cannot exceed 50% of the footprint of the principal building. This means that GB properties can only have very small incidental exterior storage yards. Per the small area plan's recommendation, the proposed new Business Flex zoning district will allow a large exterior storage yard if there is at least a 15,000 square foot principal building on the subject property.

The City Council can approve a Planned Unit Development (PUD) that grants flexibility from zoning requirements but only if the "use" is allowed in the underlying zoning district and only if the project is consistent with the comprehensive plan. After the comprehensive plan amendment goes into effect in mid-February, the City Council will have the ability to allow the Applicant's project to move forward as a PUD without needing to wait for the creation of the Business Flex zoning district and the rezoning of the two properties.

The subject property is also located in the "Urban Mixed" subdistrict of the Mississippi River Critical Corridor Area (MRCCA). The building is not near the river or any protected bluffs and the project will not

trigger any MRCCA requirements.

Relevant City Code Sections

- Section 118-9 establishes architectural requirements for the GB zoning district.
- Section 118-40 of the City Code governs Conditional Use Permits.
- Section 118-47 of the City Code governs Site Plan Reviews.
- Section 118-128 of the City Code governs the GB-General Business District.
- Section 118-132 of the City Code governs Planned Unit Developments.
- Section 118-167 of the City Code regulates the Mississippi River Corridor zoning overlay district.
- Section 118-240 of the City Code regulates Exterior Storage.
- Sections 118-351 through 118-355 of the City Code regulate parking and loading.

Why does the Applicant need PUD Flexibility?

The proposed redevelopment project will likely need to be a PUD whether it is undertaken today with GB zoning or undertaken in late 2026 with the proposed Business Flex zoning. However, the redevelopment project will not need nearly as much PUD flexibility from zoning rules if the new zoning district is implemented. The main reason why the project is moving forward now under the less favorable GB zoning is timing. As previously stated, the current owners of both 1201 Concord Street South and 1301 Concord Street South are looking to liquidate their real estate holdings and move towards retirement. Jadian IOS and Q3 Contracting are willing to make a very attractive offer on the two properties but only if the redevelopment project moves forward in the first half of 2026. Jadian IOS and Q3 Contracting are not able to wait for the City to update its zoning code to implement the South Concord Corridor Small Area Plan and create the Business Flex district. They recognize correctly that the code update is an open-ended project that could potentially get slowed down if there are political complications during public engagement, staff capacity issues, or other unforeseen challenges.

PUD flexibility will be needed for 6 reasons:

1. Exterior Storage Yard Size

- The GB district only allows an exterior storage yard to be 50% of the footprint of the principal building. The Applicant wants to utilize the rear yard of 1201 Concord and the rear yard of 1301 Concord for exterior storage for their utility contractor operation. Both rear yards already have conditional use permits to be exterior storage yards which are much larger than 50% of their parcel's building footprint, but they are designed for different types of businesses and the existing conditional use permits are not set up to allow Q3 Contracting to operate. It would require PUD flexibility to allow the two existing exterior storage yards to be repurposed by Q3 Contracting for a new type of exterior storage.

- The Applicant is proposing to satisfy the proposed Business Flex district’s 15,000 square foot building footprint size requirement on 1201 Concord Street South (Bestway Inc.) which would

unlock exterior storage rights for that parcel without PUD flexibility if the proposed Business Flex zoning were in effect.

  - The Business Flex district is being set up to allow a property with a 15,000 square foot principal building to get access to exterior storage rights without a size restriction. A property owner that wants to get to that “magic number” by building several small principal buildings instead of one big principal building is always going to need some type of special approval (a PUD or a CUP) because the City Code does not automatically allow multiple principal buildings on one lot.

- The Applicant is not proposing to satisfy the 15,000 square foot building footprint size requirement for 1301 Concord Street South (Kamish Excavating). The only building on this parcel would be the existing 6,097 square foot office-warehouse building. This property already has a conditional use permit to be a contractor’s operation with a large exterior storage yard and their proposed contractor’s operation is arguably less intense than the excavation business that is located on the property today.

2. Surfacing

- The GB district does not currently allow gravel parking lots or driveways. It will require PUD flexibility to allow the new cross-access driveway to be constructed with gravel surfacing. It will connect two exterior storage yard areas that have gravel surfaces, so it does make sense for it to be gravel.

- The Business Flex district is proposed to allow gravel surfacing for exterior storage yards in the rear ½ of a lot. What the Applicant is proposing would likely be allowed if the new zoning were already in effect.

3. Parking Lot Landscape Islands

- The City Code generally requires parking lots that are 6,000 square feet or larger to provide one landscaped island that is equal in size to a parking stall for each additional 3,000 square feet of parking lot surface.

- This requirement makes sense for new development, but it would be difficult to apply to the proposed adaptive reuse project. Staff is supportive of waiving strict compliance as long as the site plan and landscape plan are implemented as proposed. The South Concord Corridor Small Area Plan generally calls for taking a "hands off" approach to aesthetics in the rear yards of Business

Flex parcels along Concord Street. The City wants developers to focus their money and attention on beautifying the Concord Street frontage instead.

4. Screening from other Properties

- Section 118-240 states that in all zoning districts, all materials and equipment stored outdoors must be fully screened so as not to be visible from adjoining properties or public rights-of-way.

- The Business Flex district will allow both light industrial uses and commercial uses (i.e. restaurants, retail, medical offices, etc.). Exterior storage should generally be well screened from any other GB or Business Flex property that could potentially redevelop with a commercial use in the future.

- Screening will not be provided between 1201 and 1301 Concord Street South since they will function as one development. Staff would support waiving the screening requirement between the two properties as part of the PUD approval.

- 1201 Concord Street South and the property to the north (B Three Trucking) share a driveway access which is governed by a cross-access easement. There is also a buried public sanitary sewer line along the common property line and any screening fence would need to be set back at least 10 feet from the property line to avoid impacting that sewer line. In an ideal world, a chain link fence with slats would be placed along the north property line to provide screening because the B Three property will likely redevelop at some point in the next 15 years (it is governed by an Interim Use Permit that expires in 2039). Staff is comfortable allowing the northern property line of 1201 Concord Street South to remain unscreened at this time because of the complicated easement situation. Staff would support PUD flexibility to allow that property line to remain without screening.

5. Setbacks

- The GB zoning district requires new principal buildings to be set back at least as far from the front property line as the average of all existing similar buildings on the same block. The block is very eclectic and enforcing this requirement would likely mean that the new office-warehouse building would need to be far away from the front property line. This would undermine the usability of the site and would hurt implementation of the South Concord Corridor Small Area Plan, which calls for requiring all new buildings to be built within 20 feet of the front property line to create a wall of attractive building facades along Concord Street South to improve the corridor's appearance.

- The Applicant is proposing to construct the new office-warehouse building with a similar setback as the existing office building at 1201 Concord Street South. This is appropriate and Staff supports this approach.

6. Multiple Principal Buildings on One Parcel

- The City Code states that multiple principal buildings can only be allowed on one parcel by conditional use permit or as part of a planned unit development.

- 1201 Concord Street South will have two (2) principal buildings, the existing office building and the new office-warehouse building that will be built next to it. City Staff has no objections to what is being proposed on this parcel.

SITE AND BUILDING PLAN REVIEW

General Overview of Compliance with Zoning Requirements

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

Requirements	**Required by Code**	**Proposed**
Lot area	NA	1201 Concord parcel = 3.14 acres 1301 Concord parcel= 2.89 acres Total Project Site= 6.03 acres
Landscape Lot Area	5% of each lot must be landscape area	1201 Concord parcel = 27% 1301 Concord parcel= 26.5%
Building Setbacks:		
Front yard (From any frontage)	A new building must: 1. Be at least 40 feet from the centerline of the road. 2. Be no closer to the front property line than the average setback of	Existing office building at 1201 Concord has a 24-foot setback **Proposed office-warehouse building will have a 20-foot setback with a small vestibule having a 15-foot setback (PUD Flexibility Required)**

	similar buildings on the block.	
Side Yard	10 feet	Over 10 feet
Rear yard	15 feet	Over 20 feet
Parking Setbacks:		
Front yard (any street frontage)	5 feet	More than 5 feet
Rear yard	5 feet	More than 5 feet
Side Yard	5 feet	More than 5 feet
Exterior Storage Area Setbacks:		
Front	Not allowed in any front yard	Located in the rear yard of both properties
Floodplain	No	
MRCCA	Yes	

Landscaping

Properties in the GB zoning district are required to have at least 5% lot coverage by landscaping. The City Code is not prescriptive in the GB district and simply states that landscaping must be designed in such a way that it protects the soil and aesthetic values on the lot and adjacent properties. The City can attach more specific landscaping requirements to projects that require a conditional use permit. The South Concord Corridor Small Area Plan calls for a specific type of landscaping to assist with the beautification of Concord Street. It calls for well-landscaped front yards which should be at least 20 feet deep and should feature overstory trees.

Regarding the Applicant's proposal:

- The Applicant is proposing generous landscaping on the 1201 Concord parcel which will beautify the frontage. City Staff is comfortable with what is being proposed and would recommend approval of the landscape plan for this parcel.

- The Applicant is proposing to leave things “as-is” on the 1301 Concord Street parcel and did not prepare a landscaping plan for that parcel. While this property does have some landscaping, it does not fully comply with the spirit of the South Concord Corridor Plan and there is only one small tree in the front yard. Additionally, there is a line of arborvitae trees that was planted along the south property line to provide screening for the adjacent mobile home park but this line of trees has a large gap. Staff would recommend that the Applicant be required to prepare a formal landscaping plan for the 1301 Concord Street parcel which should include new plantings:

    - Three more trees should be added to the front yard, bringing the total to four.

    - The Applicant should be required to install arborvitae trees along the south property line to fill in the gap area between the two existing rows of arborvitae trees.

    - The Applicant should be required to maintain the existing decorative low-to-earth plantings in the front yard area.

Building Design

Code Section 118-9 contains the exterior building material requirements for buildings in the GB zoning district:

- The City Code sorts building materials and lists them as either being Class I, Class II, Class III, Class IV, or Class V. The City Code’s list of allowed building materials is included as an attachment.

- Industrial buildings must be comprised of at least two different Class I or Class II materials which make up 60% of the building. The building’s exterior walls cannot include more than 40 percent Class III or Class IV Materials. The building’s exterior walls cannot include more than 10% Class V materials.

- Any façade facing a public street or public view from an adjacent property must be at least 75% Class I or Class II materials.

- If a builder wants to use an exterior building material that is not listed in the Code, they need to demonstrate that it is "comparable or superior" to the materials in one of the classes. The City Council then has the discretion to allow the new material to be used as if it were part of that class.

With direction from City Staff, the Applicant designed their new building to meet the architectural guidelines for new buildings contained in the South Concord Corridor Small Area Plan. The building façade facing Concord will have glass windows and a glass door with a pedestrian connection to the public sidewalk along Concord Street. The building will have masonry veneer wainscoting at the base of each wall and the rest of each wall will be Insulated Metal Panels (IMP's) with a finish that is designed to replicate the look of stucco. They are planning to use either Texturewall IMP's or Stylwall IMP's which are high quality materials. The City Code does not officially recognize IMP's as an allowed material but this is something that the City Council has allowed in the past for industrial buildings as long as the Applicant has demonstrated that they are using an IMP that replicates the appearance of an allowed material. Staff is comfortable supporting the Applicant's proposed use of Texturewall or Stylwall IMP's and saying that they are comparable to a Class II material. The Applicant has provided product sheets for both products which are included as an attachment.

Building Height

The GB zoning district allows buildings to be up to 50 feet tall. The proposed office-warehouse building will be just under 26 feet tall.

Parking

For Planned Unit Developments, the City Council makes "case by case" determinations regarding whether proposed parking is adequate. The site plan shows 29 striped stalls on the 1201 property. The 1301 property has areas that have historically been used for employee parking along the driveway which are not striped but can easily accommodate 15-20 cars. Additional employee parking could fit in various parts of the exterior storage yards "as needed."

Staff does not have any concerns about parking supply at the project site. Q3 Contracting expects that they may have up to 50 employees working at the property and there should be sufficient parking capacity to accommodate them.

Lighting

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

Dumpster Enclosure

The Applicant has stated that they will be storing dumpsters inside the buildings. If the Applicant decides that they want to have exterior trash handling in the future, they will need to construct a trash enclosure out of an approved material.

New Easements Needed

There are multiple public sewer lines crossing the two properties and, today, these sewer lines are not in adequate utility easements:

- There is a storm sewer line on 1201 Concord Street South that is partially in an easement but crosses outside the easement area at one point. The Applicant needs to provide the City with a new easement as a "condition of approval" and the City can vacate the old incorrect easement.

- There is a sanitary sewer line running east-west along the shared property line of 1201 Concord Street South and the neighbor to the north which is not in an easement at all. The Applicant will need to provide the City with an easement as a "condition of approval."

- There is a sanitary sewer line running north-south along the rear property line of both 1201 Concord Street South and 1301 Concord Street South, which is not in an easement at all. The Applicant will need to provide the City with an easement as a "condition of approval."

The City Engineer has analyzed all the utility lines and has a good understanding of how large each easement will need to be to properly encompass each line. She has provided an analysis in her Engineering letter which is included as an attachment.

Development Agreement

The City Attorney is currently working on a development agreement which will be presented to the City Council for review and approval. The development agreement will provide the City with extra teeth to ensure that the required improvements are completed in a timely manner.

Stormwater Maintenance Agreement

The Applicant will need to enter into a stormwater maintenance agreement with the City wherein they agree to properly maintain their required stormwater management infrastructure. If they fail to maintain the infrastructure, the agreement will give the City the authority to handle the maintenance and assess the costs against the property.

Conditional Use Permit for Contractor's Operation with Exterior Storage

Exterior storage requires a conditional use permit in all zoning districts. The CUP is typically used to regulate the following:

1. *Screening of the storage area.*

    - The 1301 Concord Street South property already has significant screening which was installed due to requirements in previous conditional use permits. All existing screening must be maintained, and the Applicant should be required to fill in a gap that currently exists in the row of arborvitaes that screens the property from the mobile home park to the south.

    - The 1201 Concord Street South property's exterior storage yard will be partially screened from Concord Street by the existing office building and the new office-warehouse building. Today, the exterior storage yard is highly visible from Concord Street if one looks down the wide driveway at the north end of the site. The Applicant should be required to install a screening gate on this driveway, similar to the screening gate that already exists at the 1301 Concord Street South property. There will be some technical challenges with installing the gate due to nearby utilities and the placement of posts will need to be carefully coordinated with the City Engineer to avoid damaging or obstructing access to buried utilities.

2. *Surfacing of the storage area.* City Staff supports the approach that was discussed during the concept plan review. The Applicant will pave the front half of 1201 Concord Street South and will keep the front half of 1301 Concord Street South paved. The rear half of each property may be gravel or a similar semi-improved surface.

3. *Location of Stored Materials.* The Conditional Use Permit will state that storage is restricted to the areas shown on the exterior storage plan (Kimley Horn Sheet C402).

4. *Type of Stored Materials.* Historically, the City has regulated this by approving storage of the type of materials that is substantially consistent with what is outlined in the Applicant's narrative. The CUP also notes that the exterior storage of hazardous materials is prohibited.

5. *Height of Stored Materials.* The Applicant has stated that the tallest equipment that they will store in the exterior storage area is 14 feet tall. Staff would recommend putting a condition in the conditional use permit that caps storage heights at 15 feet.

6. *Hours of Operation.* The 1301 Concord Street South parcel is directly adjacent to a mobile home

park. The existing conditional use permit that Kamish Excavating holds for the property attempts to address the residential neighbor situation by requiring certain types of loud equipment to be stored away from the shared property line as much as possible. The Kamish CUP unfortunately contains a lot of qualitative and subjective language that may be difficult to enforce. Staff reviewed this matter with the City Attorney and the recommendation is that the 1301 Concord Street exterior storage yard only be allowed to operate between 7 AM and 7 PM. This should prevent truck backup beeping and other yard noises from unreasonably disturbing the residents of the mobile home park during hours when residents are likely to be sleeping. Q3 Contracting has stated that their standard hours of operation are 7 AM to 5 PM, so this should be a workable condition.

CUP and PUD Review Criteria

The Applicant needs a Conditional Use Permit for a Planned Unit Development (CUP/PUD) in order to move forward with this project. The Code states that a Conditional Use Permit should only be recommended for approval if the Planning Commission has made the following determinations:

1. *That the conditional use, with such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.*
2. *If the application is based on the conditional use provision in this chapter that the issuance conforms to the general characteristics of the district of which it will become a part.*
3. *That the conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district or districts affected.*
4. *That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.*
5. *That adequate measures have been or will be taken to provide ingress and egress in such a manner as to minimize traffic congestion and hazards in the public streets.*

In business districts, there is additional criteria to be considered*:*

Certain uses are considered, as a rule, unsuitable in commercial areas because of inherent characteristics (e.g., traffic hazards, noise, light glare), proximity to residential areas, the fact that they tend not to serve nearby residential areas, or may adversely affect nearby permitted business uses.

Additionally, the Planning Commission is asked to consider the following factors when evaluating a Planned Unit Development request:

1. *That the proposed use will not be detrimental to the health, safety, morals, or general welfare of the city.*
2. *That said use is fully consistent with the purposes of Chapter 118-132 PUD, Planned Unit Development and the comprehensive municipal plan.*

Timeline

Q3 Contracting wants to occupy the site immediately and would accept both properties in "as-is" condition if the City were willing to allow it. Through the PUD process, the City is granting the Applicant the ability to have an exterior storage yard that is larger than the GB district allows in exchange for site improvements that will beautify the properties and add to the tax base. Jadian IOS has submitted a proposed phasing plan and staff has taken that proposal and created a set of "dates certain" that Jadian IOS will need to meet in order to keep their conditional use permit in good standing. The dates are listed in the "conditions of approval" at the end of this memo. The most important dates are the requirements that construction of the new office-warehouse building must commence by October 1, 2026, and be completed by July 1, 2027.

COMMENTS FROM OTHER DEPARTMENTS

City Engineer

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

Fire Department

The existing truck repair building at the rear of the 1201 Concord Street South parcel does not have a sprinkler system, and it is very far away from existing public fire hydrants on Concord Street and just barely reachable by a standard fire department hose. When the new office warehouse building goes up, it will obstruct the Fire Department's ability to run a hose between the existing hydrants and that building in the rear yard. Jadian IOS needs to build a private fire hydrant in their rear yard to make it possible for the Fire Department to fight fires in that area if the truck repair building ever catches fire.

The City Attorney has noted that the new hydrant will be private, but the Applicant will need to provide the City with an access easement that gives the Fire Department the right to clear obstructions out of the way and access the hydrant if needed.

DISCUSSION

The proposed redevelopment project would be a big step forward for 1201 Concord Street South. The project would greatly increase its curb appeal and would bring that property largely into compliance with the goals of the South Concord Corridor Small Area Plan. The project will be somewhat of a lateral move for 1301 Concord Street South in that it would not increase the building footprint on that parcel and would probably "lock in" the site plan for the exterior storage use on that parcel for another generation. That may happen regardless, however, because a new contractor could purchase 1301 Concord Street South as a standalone business and take over its existing conditional use permit and site plan approvals. If the proposed redevelopment project goes forward, the City does have the ability to require 1301 Concord Street to make landscaping upgrades in the front yard as a "condition of approval." Additionally, the new contractor's operation is arguably less intense than what is at 1301 Concord Street South today since Q3 Contracting will be storing construction equipment and utility materials (i.e. piping, wire, etc.) and will not be storing large dirt piles or piles of aggregate materials in their storage yard like Kamish Excavating does today.

The Applicant has worked diligently to address Staff and policymaker comments that were made during PUD concept plan review and their submittal is consistent with what the City Council and Planning Commission asked for at the December 8th worksession. City Staff is supportive of the proposed project and believes that this will be a win-win for the Applicant and for the City.

STAFF RECOMMENDATION

Staff recommends approval of the Site Plan and Conditional Use Permit for a Planned Unit Development, subject to the following conditions:

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

a.	**Application (Jadian IOS)**	**dated 1/2/2026**
b.	**Narrative (Larkin Hoffman)**	**dated 1/5/2026**
c.	**ALTA Survey (EFN)**	**dated 12/19/2025**
d.	**Erosion and Sediment Control Plan (Kimley Horn)**	**dated 1/19/2026**
e.	**Overall Site Plan Sheet C400 (Kimley Horn)**	**dated 1/19/2026**
f.	**Site Plan Sheet C401 (Kimley Horn)**	**dated 1/19/2026**
g.	**Exterior Storage Plan Sheet C402 (Kimley Horn)**	**dated 1/19/2026**
h.	**Grading and Drainage Plan (Kimley Horn)**	**dated 1/19/2026**
i.	**Utility Plan (Kimley Horn)**	**dated 1/19/2026**
j.	**Landscape Plan (Kimley Horn)**	**dated 1/19/2026**
k.	**Photometric Plan (Kimley Horn)**	**dated 1/19/2026**
l.	**Floor Plans (LOMA Architecture)**	**dated 1/28/2026**
m.	**Exterior Building Elevations (LOMA Architecture)**	**dated 1/28/2026**
n.	**Stormwater Management Memorandum (Kimley Horn)**	**dated 1/5/2026**

2. **Scope of Conditional Use Permit for a Planned Unit Development.** The conditional use permit for a Planned Unit Development shall apply to 1201 Concord Street South (PID # 36-71500-15-291) and 1301 Concord Street South (PID # 36-71500-15-293).

3. **Status of Previous Conditional Use Permits.** Upon the new utility contractor use moving onto the site for exterior storage or occupancy of any building, all previous conditional use permits applying to both 1201 Concord Street South and 1301 Concord Street South are terminated. This shall include the conditional use permits contained in Resolution #2006-117, Resolution #2011-160, and Resolution #2014-13.

4. **Construction Permits Required.** The review and approval of the site improvements pursuant to the requirements of the City's adopted building and fire codes shall be in addition to the site plan review process. The Applicant must obtain all required permits prior to beginning construction:

    a. A building permit is required for the construction of the new office-warehouse building.

    b. Either a zoning permit or a building permit is needed for the parking lot paving project.

    c. Sign permits must be obtained prior to the installation of any signage.

    d. A fence permit is required for any new fencing.

5. **Building and Fire Code Compliance.** All buildings on the property must be maintained in compliance with all applicable building codes and fire codes.

6. **Development Agreement.** The Applicant shall enter into a development agreement with the City to ensure that all required minimum site improvements are completed and all required easements are granted. The new utility contractor use may not commence until the development agreement has been fully executed and recorded against the two properties.

7. **PUD Flexibility.** The base zoning district for the Conditional Use Permit for a Planned Unit Development (PUD) is the GB General Business Zoning District. The development shall follow the standards of that zoning district except that the following PUD flexibility is granted:

    a. **Exterior Storage Yard Size.** The subject properties shall not be required to meet the code requirement contained in City Code Section 118-240 which states that exterior storage yards in the GB district may not exceed 50% of the footprint of the principal building. The exterior storage yards may be sized as shown on the approved exterior storage plans.

    b. **Surfacing.** Parking and exterior storage surfaces in the rear half of each lot may be surfaced

with gravel or a similar material that has been approved by the City Engineer as being adequate to control dust and drainage. The proposed new cross-access driveway between the two exterior storage yards may also be surfaced with gravel or a similar material, subject to review and approval by the City Engineer.

c. **Parking Lot Landscape Island Requirement.** Strict compliance with the City Code's parking lot landscape island requirements shall not be required for the new pavement areas as long as their design and landscaping is substantially consistent with the approved plans.

d. **Screening.** Exterior storage screening is not required along the shared property line between the 1201 Concord Street South parcel and 1301 Concord Street South parcel. Exterior storage screening is not required along the northern property line of 1201 Concord Street South due to utility and easement conflicts.

e. **Front Yard Setback.** The new office-warehouse building shall not be required to meet the GB requirement that a new building be set back at least as far as the average front setback of all similar buildings fronting the same street. The new office-warehouse may be built with a front yard setback that is consistent with what is shown on the approved civil plans.

f. **Multiple Principal Buildings on One Parcel.** The new office-warehouse building may be placed on the 1201 Concord Street South parcel as a second principal building on that parcel.

8. **Conditional Use Permit for a Contractor's Operation with Exterior Storage.** The CUP/PUD includes a conditional use permit for exterior storage with the following conditions:

a. **Surfacing Material.** Surfacing for the exterior storage areas shall align with the approved plans. In general, the front half of each property must be paved with a hard surface and the rear half of each property may utilize gravel or a similar semi-improved surface.

b. **Type of Items allowed.** The type of items stored in the exterior storage area shall be limited to trucks, equipment, materials, and traffic control devices that are consistent with the proposed utility contractor operation. The exterior storage of hazardous materials is

prohibited.

c. **Maximum Height of Stored Equipment and Materials.** Items in the storage area shall have a height limit of 15 feet.

d. **Location of Exterior Storage.** Exterior storage shall be limited to the areas shown on the approved exterior storage plan.

e. **Screening Required.** The Applicant shall be required to maintain the following screening:

i. The exterior storage yard at 1301 Concord Street South must continue to be screened from Concord Street by an opaque fence which is parallel to the front property line that is constructed out of wood, composite decking material, or a similar quality material. Chain link fencing with slats is not acceptable in this location.
ii. The exterior storage yard at 1301 Concord Street South must continue to be screened from the mobile home park to the south by an opaque fence and a row of arborvitae trees. This fence may continue to be chain link with slats, or it can be upgraded to a higher quality material.
iii. The existing screening trees at 1201 Concord Street South, which are south of the existing office building, shall remain in place until the Applicant has pulled a building permit to construct the new office-warehouse building. The trees can be removed after the building permit is issued.
iv. The Applicant shall install a new screening fence/gate at 1201 Concord Street South which shall run parallel to the public street to partially screen the exterior storage yard from public views along the driveway area. The fence shall be a similar quality as the existing screening wood fence/gate that screens the driveway area at 1301 Concord Street South. The fence shall be at least as far back from the front property line as the principal building. The final design and placement of the fence is subject to review and approval by the City Engineer because it will cross over public utility lines and will need to be sited carefully to avoid adverse impacts to utilities.

f. **Gates Required for Fencing in Easement Areas.** For any fence that crosses a City-owned utility easement, the Applicant shall install gates over the easement area which can be opened to allow the City to access the easement. The final design and location of any required gates is subject to review and approval by the City Engineer.

g. **Restriction on Type of Storage Permitted Over Utility Easements.** Only vehicles and highly portable equipment that can be easily moved may be stored over utility easements.

Easement areas must be cleared within one business day of the Applicant receiving notification from the City that there is a need to access the easement area. No shelving or other permanent or semi-permanent structures may be installed in an easement area. The Public Works Director may establish a weight limit for vehicles and equipment stored in an easement area and may require signage to be installed to mark the easement area and assist with enforcement.

h. **Equipment Repairs to Take Place Inside Buildings.** There shall be no exterior repair or dismantling of vehicles and equipment.

i. **Storage Yard Access for Fire Department.** The Applicant shall provide the Fire Department with access to the exterior storage yards at all hours of the day. The method for providing access is subject to review and approval by the Fire Marshal.

9. **Compliance with City Code's Performance Standards.** The contractor's operation must comply with all the City Code's performance standards relating to odor, noise, dust, glare, refuse handling, etc. The contractor's operation must not in any way be a public nuisance.

10. **Installation and Maintenance of Required Landscaping.** The Applicant shall be responsible for installing and maintaining all landscape materials shown on the approved landscaping plans:

a. 1201 Concord Street South shall be landscaped in accordance with the Kimley Horn landscape plan dated 1/19/2026

b. Prior to commencing the utility contractor use, the Applicant shall prepare a formal landscape plan for 1301 Concord Street South and this plan shall be filed with the Zoning Administrator. The plan is subject to the review and approval of the Zoning Administrator and must include at least the following:

i. Maintenance of a row of arborvitaes along the south property line to separate the property from the mobile home park. The row of trees must run from the front property line to the rear of the approved exterior storage yard. There is currently a roughly 120-foot-long gap in the row of arborvitaes, and new arborvitaes must be installed in this area with similar spacing as the existing arborvitaes.

ii. At least four trees must be located in the front yard in addition to the arborvitaes. There shall be a tree on either side of the driveway which may be overstory trees or ornamental trees. There shall be at least two overstory trees on the south side of the building in front of the privacy fence.
iii. Decorative landscaping shall be maintained in the area that is directly in front of the existing building.

11. **Landscaping Guarantee.** Prior to commencing the new utility contractor use, the Applicant shall establish a $15,000 landscaping guarantee prior ($7,500 for each of the two properties). The security shall be maintained for at least one (1) year after the date that the last landscape materials have been planted. After one year has passed, the Applicant must replace any required landscape materials that are not alive or are in an unhealthy state. Once the City has confirmed that the replacements have been installed, the entire security may be released.

12. **SAC Fees.** The Applicant will be required to make a Sewer Access Charge (SAC) payment consistent with Metropolitan Council requirements at the time of building permit.

13. **Mechanical Equipment Screening.** All ground-mounted and building-attached mechanical equipment shall be screened according to the standards contained within Code Section 118-9. All roof-mounted mechanical equipment shall be screened according to the standards contained within Code Section 118-242.

14. **Lighting.** All lighting shall be compliant with City Code Section 18-245. Light sources shall be hooded or controlled so as not to light adjacent property.

15. **Trash Enclosure Required if there is Exterior Trash Handling.** All dumpsters stored outside the buildings must be in an approved trash enclosure that meets zoning requirements. A permit is required to construct a new trash enclosure.

16. **Compliance with Dakota County Requirements, MPCA Requirements, and Other State Agency Requirements.** The Applicant shall comply with any requirements that are imposed upon them by the Minnesota Pollution Control Agency (MPCA). The Applicant shall also comply with any relevant requirements that are imposed upon them by any other State agencies and by Dakota County.

17. **Minimum Building Footprint.** The conditional use permit for a planned unit development and conditional use permit for a contractor's operation with exterior storage are conditioned upon the Applicant maintaining a minimum building footprint on each of the two properties after the phasing plan has been fully implemented:

    a. A minimum building footprint of 15,000 square feet must be maintained on the 1201 Concord Street South parcel.

    b. A minimum building footprint of 6,097 square feet must be maintained on the 1301 Concord Street South parcel.

    c. If the two parcels are combined in the future, the newly created parcel must have a minimum building footprint of at least 21,097 square feet.

    d. If the Applicant seeks to demolish any existing building in the future, it will require an amendment to the conditional use permit for a planned unit development and a plan to construct a new building that will maintain the minimum building footprints listed above. The timespan for constructing any approved replacement building will be defined in the conditional use permit amendment.

    e. If a building is destroyed by fire or other peril, the Applicant shall have 3 years from the date of the destructive event to design and begin construction of a replacement building that brings the property back into compliance with the minimum building footprint requirements listed above. An extension may be granted by the City Council if there are extenuating circumstances.

18. **Deadlines to Complete Required Improvements.** The Applicant must meet the following deadlines for making the required improvements:

    a. The Applicant shall complete all required landscaping/screening improvements on the 1301 Concord Street South parcel by July 1, 2026.
    b. The Applicant must submit a complete application for a building permit for the new office-warehouse building by August 1, 2026.

c. The Applicant must commence construction of the new office-warehouse building by October 1, 2026.
d. The Applicant must complete construction of the new office-warehouse building by July 1, 2027.
e. The Applicant must complete all landscaping, paving, and striping improvements on the 1201 Concord Street South parcel by September 1, 2027.

Any extension shall require the approval of the City Council.

19. **Consequences for Failing to Meet Required Deadlines.** If the Applicant fails to complete a required improvement by the deadline, the City may take one or more of the following actions to address the issue:

    a. The Zoning Administrator may suspend the property's exterior storage rights until the required improvement is completed. All exterior storage of trucks, equipment, and materials on both 1201 Concord Street South and 1301 Concord Street South must cease within 15 business days of the exterior storage rights being suspended.

    b. The Zoning Administrator can issue a warning letter followed by administrative citations which will be sent to the property owner.

    c. The City Council may revoke the conditional use permit for a planned unit development and/or the conditional use permit for a contractor's operation with exterior storage.

20. **Access to Facility.** The Applicant shall provide City Staff with reasonable access to the inside and outside of the facility for the purposes of enforcing the terms of this conditional use permit.

21. **Hours of Operation for 1301 Concord Street South.** Exterior storage yard operations on the 1301 Concord Street South parcel are restricted to taking place between 7 AM and 7 PM due to the proximity of the mobile home park.

22. **Termination of the Conditional Use Permits and Site Plan Approval.** Unless an extension is granted by the City Council, the Site Plan Approval, Conditional Use Permit for a Planned Unit Development, and all the conditional use permits contained within the approval will terminate if

improvements have not substantially begun and the new utility contractor use has not commenced within one year of the date of approval. The violation of any condition of approval in the conditional use permit(s) may result in the termination of the conditional use permit(s), following a hearing by the City Council.

ENGINEERING CONDITIONS

23. **City Engineer Comment Letter.** The Applicant shall address all comments and conditions in the City Engineer's comments letter dated January 23, 2026.

24. **Erosion Control Escrow.** An erosion control escrow in the amount of $3,000 per disturbed acre will need to be established prior to the issuance of any construction permit that will involve land disturbance (i.e. building permits, grading permits, paving permits, etc.).

25. **Stormwater Maintenance Agreement Required.** Prior to commencement of the new use, the Applicant must enter into a stormwater maintenance agreement with the City for the long-term maintenance of required stormwater management systems.

26. **New Private Fire Hydrant Required.** A new private fire hydrant must be provided on the 1201 Concord Street South parcel to provide adequate fire suppression capability for the existing un-sprinklered truck repair building that is located at the rear of that property. The final design and location of the private fire hydrant is subject to review and approval by the City Engineer and the Fire Marshal. The Applicant must enter into a hydrant access easement with the City which is subject to review and approval by the City Engineer and the City Attorney.

27. **New Utility Easements Required.** The Applicant shall grant the City easements over all existing public utility lines that cross the two subject properties by no later than June 1, 2026. The design and size of the easements is subject to review and approval by the City Engineer. The Applicant shall engage a licensed surveyor and shall provide legal descriptions and exhibit drawings for all proposed easements. There is an existing storm sewer easement that is shown on the ALTA survey as having an incorrect alignment that does not match the actual location of buried infrastructure. The City agrees to terminate that easement in exchange for a new easement that properly covers the storm sewer line. The City Council authorizes City Staff to enter into and execute all documents necessary to effectuate this condition of approval.

28. **Escrow for Improvements in Public Right-of-Way.** At the time of building permit or other

construction permit, the Applicant shall provide an escrow for 125% of the cost of any improvements that are located in the public right-of-way (i.e., the proposed catch basin connection).

ACTION NEEDED

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

1. Approval. If the Planning Commission wishes to recommend approval of the site plan and conditional use for a planned unit development, the following action should be taken:

- Motion to recommend approval of the site plan and conditional use permit for a planned unit development for the Jadian IOS project at 1201 and 1301 Concord Street South.

2. Denial. If the Planning Commission wishes to recommend denial of the site plan and conditional use permit for a planned unit development, the following action should be taken:

- Motion to recommend denial of the site plan and conditional use permit for a planned unit development for the Jadian IOS project at 1201 and 1301 Concord Street South.

If the recommendation is denial, the Planning Commission must explicitly lay out the rationale behind the denial recommendation. Specifically, they must state how the application fails to comply with Code criteria for Site Plan Review, Conditional Use Permits, or Planned Unit Developments.

LINKS

South Concord Corridor Market Study

South Concord Corridor Small Area Plan

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Site Location Map
2. Aerial Photographs of Existing Conditions
3. Google Streetview Photographs of Subject Properties
4. Applicant's Narrative
5. ALTA Survey
6. Applicant's Site Plans
7. Exterior Storage Plan
8. Grading and Drainage Plan

9. Utility Plan
10. Landscape Plan
11. Photometric Plan
12. Architectural Plans
13. Insulated Metal Panel Product Sheets
14. City Engineer's Comment Letter
15. Staff Depiction of Possible Screening Fence at 1201 Concord
16. Staff Depiction of Required Landscaping at 1301 Concord
17. Exterior Building Materials Classification Chart from City Code Section 118-9
18. Draft Design Standards for Business Flex District

ATTACHMENT 1

SITE LOCATION MAP



ATTACHMENT 2

AERIAL PHOTOGRAPHS OF EXISTING CONDITIONS



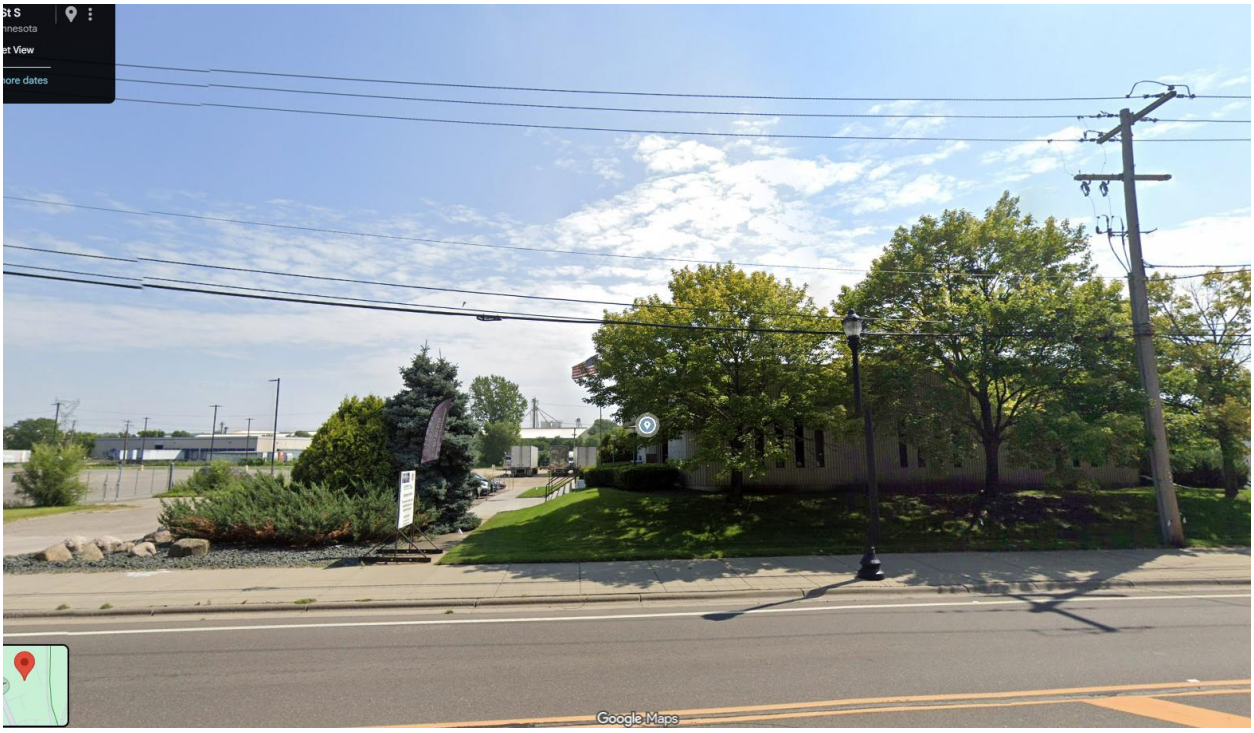
Existing Conditions at 1201 Concord Street South (Bestway Inc.)



Existing Conditions at 1301 Concord Street South (Kamish Excavating)

ATTACHMENT 3

GOOGLE STREETVIEW PHOTOGRAPHS OF SUBJECT PROPERTIES



Google Streetview Photograph of 1201 Concord Building (Bestway Inc.) in August 2025



Google Streetview Photograph of 1301 Concord Building (Kamish Excavating) in August 2025



Google Streetview Photograph of the Area Between the Two Existing Buildings Where the New 6,575 Square Foot Building Would be Located

Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

January 5, 2026

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

Via Email
mhealy@southstpaul.org

Re: PUD Site Plan Review – 1201 and 1301 Concord Street South

Dear Mr. Healy:

On behalf of Jadian IOS (the "Applicant"), we respectfully submit this site plan review application for the proposed contractor's yard, offices, and industrial outdoor storage facility (collectively, the "Project") located at 1201 and 1301 Concord Street South ("Property"). The Applicant seeks approval to formalize the combined operation of the two parcels under a single coordinated management plan and to construct a new building that provides an improved presence along Concord Street South and supports daily utility field operations.

Project Description

Q3 Contracting ("Q3") has signed a lease with the Applicant and will occupy both properties, with operations beginning on the Property by the end of May 2026. Q3 has been in operation for over 33 years and performs utility work primarily for Xcel Energy, CenterPoint Energy, and municipal and county customers throughout Minnesota and western Wisconsin. Q3's services include underground gas installation, hard and soft surface restoration, erosion control restoration, and traffic control setups and flagging.

The unified site will function as the daily operations hub for over 50 on-site employees of Q3's metro-area division. General office functions will occur within the building, and outdoor storage will include trucks, equipment, materials, and traffic control devices staged primarily in marked rear and side yard areas. Hours of operation are expected to be approximately 7 A.M. to 5 P.M. Customer visits are expected to be limited, with no more than five customers per week anticipated on site. Indoor activities will take place within the building bays and will include fluid changes, tire and light replacements, miscellaneous minor repairs, and Department of Transportation inspections of trucks and trailers. All dumpsters will be stored inside the building.

Site Plan Improvements

The Project includes several improvements, including paving at the front portion of 1201 Concord, construction of a 6,525-square-foot building, and modifications to internal vehicle circulation to support safe and orderly vehicle movements throughout the site. The layout maintains storage areas to the side and rear of the site and provides employee and occasional customer parking near the front. Existing vegetation along the south property line will be preserved to maintain compatibility with the neighboring mobile home park. Sound generated through normal operational activities will be managed through standard operating practices to ensure that impacts are appropriately controlled for this type of industrial use.

Project Phasing

Given Q3's need to begin operations in Spring 2026, it is critical that Q3 be allowed to occupy the Property immediately, while the Applicant completes the Project improvements on a phased basis over the next eighteen months. On behalf of the Applicant, we are requesting that the following phasing plan be incorporated and documented in the Development Agreement.

1. *Occupancy (Immediately)*: Q3 begins operations upon approval of this application, using the existing site configuration.

2. *Pre-Construction Activities (Months 1–6)*: The Applicant completes permitting, plan review, civil engineering, and utility coordination necessary for the new building.

3. *Building Construction (Months 7–15)*: The new 6,525-square-foot building at 1201 Concord is constructed, with Q3 continuing operations without interruption.

4. *Final Site Upgrades (Months 16–18)*: Paving, striping, landscaping, storage organization, and remaining circulation improvements are completed in sequence.

5. *Project Completion (Month 18)*: All improvements are finalized and a final certificate of occupancy is issued.

Upon completion, the Project will increase the long-term taxable value of the Property by and enhance the organized and well-maintained appearance of the site while supporting essential regional utility services.

This Project has been designed to comply with City Code and the evaluation criteria for site plan approval. The unified operation, improved building presence, paving, organized storage areas, and ongoing investment in property maintenance advance the City's goals for compatible and responsibly-managed industrial outdoor storage uses.

We appreciate your review of this application and look forward to continuing to work with City staff, the Planning Commission, and the City Council throughout the approval process. Please contact me with any questions or to discuss next steps.

Sincerely,



Jacob W. Steen, for
Larkin Hoffman

Direct Dial: 952-896-3239
Direct Fax: 952-842-1738

Email: jsteen@larkinhoffman.com

cc: John Grib, Jadian IOS

4932-6296-7172, v. 3

ATTACHMENT 5
ALTA SURVEY

GENERAL SURVEY NOTES:

1. The orientation of this bearing system is based on the Dakota County coordinate grid (NAD 83–2011 Adj.).
2. The legal description and easement information used in the preparation of this survey is based on the Commitments for Title Insurance prepared by Chicago Title Insurance Company, Commitment No. CP76188 dated November 12, 2025 & Commitment No. CP76189 dated November 19, 2025.
3. The surveyed property has direct access to Concord Street South, a public right of way.
4. This survey shows only those improvements visible during the field survey, some structures and improvements covered by ice and snow, or underground may not be shown

LEGAL DESCRIPTION:

Description from Title Commitment No. CP76188 (depicted as Parcel 1):

That part of the following described property which lies Northwesterly of a line which is parallel with and 290.00 feet Southeasterly of the center line of vacated Douglas Street as shown on the plat of Spring Park, Dakota County, Minnesota.

That part of Blocks 14 and 15, Spring Park, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, together with the vacated streets, avenues and alleys that accrued thereto by reason of the vacation, lying within the following described lines:

Beginning at the intersection of the North line of vacated Spruce Street and the Easterly line of Concord Street as now improved and traveled; thence Northerly along the Easterly line of Concord Street to its intersection with the center line of vacated Douglas Street; thence Easterly along said center line to its intersection with the Easterly line of said Block 14 extended Northerly; thence Southerly along the Easterly line of Block 14 to a point on the North line of said Spruce Street; thence Westerly along said North line to the point of beginning; together with the Westerly 50 feet of the abandoned railroad right–of–way lying adjacent to and Easterly of the above property.

Dakota County, Minnesota
Torrens Property

Description from Title Commitment No. CP76189 (depicted as Parcel 2):

That part of the following described property which lies Southeasterly of a line which is parallel with and 290.00 feet Southeasterly of the center line of vacated Douglas Street as shown on the plat of Spring Park, Dakota County, Minnesota.

That part of Blocks 14 and 15, Spring Park, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, together with the vacated streets, avenues and alleys that accrued thereto by reason of the vacation, lying within the following described lines:

Beginning at the intersection of the North line of vacated Spruce Street and the Easterly line of Concord Street as now improved and traveled; thence Northerly along the Easterly line of Concord Street to its intersection with the center line of vacated Douglas Street; thence Easterly along said center line to its intersection with the Easterly line of said Block 14 extended Northerly; thence Southerly along the Easterly line of Block 14 to a point on the North line of said Spruce Street; thence Westerly along said North line to the point of beginning; together with the Westerly 50 feet of the abandoned railroad right–of–way lying adjacent to and Easterly of the above property.

EXCEPT; That part which lies south of a line which is parallel with and 30 feet north of the north line of Spruce Street (as contained in the recorded plat of Spring Park) as measured at a right angle thereto.

Dakota County, Minnesota
Torrens Property

LIST OF POSSIBLE ENCROACHMENTS:

Possible Encroachment Note:

An encroachment is defined as an illegal intrusion and is a matter of law, therefore, the surveyor is unable to identify certain features as encroachments. The following possible encroachment notes are intended to draw the user's attention only to major areas of concern. The surveyor does not guarantee that the items noted below are, in fact, encroachments or that all possible encroachments in the vicinity of boundary lines are depicted hereon.

A. A portion of a storm sewer line lies outside of a recorded easement.
B. Fences lie easterly of the easterly property line.

GOPHER STATE ONE CALL NOTE:

List of utilities notified per Gopher State One Call Ticket No. 253241154 & 253241174.

COMCAST – CCMN01
CITY OF SOUTH ST. PAUL – CSSTPL01
CENTURYLINK – CTLQL – CTLMN01
GIGAPOWER LLC – GIGAPW01
LTS TELECOMMUNICATION SERVICES – LTSTEL01
MCI – MCICOL01
METROPOLITAN COUNCIL (MCES) – METWAS01
SPRINT/COGENT COMMUNICATIONS – USSPNT01
MAGELLAN MIDSTREAM PARTNERS – WILPIP01
XCEL ENERGY – XCEL06

SURVEY ITEMS PER SCHEDULE B:

Items per Title Commitment No. CP76188:

ITEM 9. Subject to reservation of minerals and mineral rights to the State of Minnesota, shown as a recital on the Certificate of Title.

ITEM 10. Terms and conditions of easement over and across the Southerly 30 feet of Parcel A for purposes of ingress and egress to and from Concord Street set forth in Warranty Deed dated May 8, 1996, filed September 19, 1996, as Document No. 343616.

Said easement benefits the surveyed property and is depicted hereon.

ITEM 11. Terms and conditions of and easement for sewer and sewer purposes in favor of The City of South St. Paul, a Minnesota corporation, contained in Easement dated May 25, 1961, filed June 21, 1961, in Book 72 of Deeds, Page 462, as Document No. 282866, as directed in Examiner's Directive dated December 9, 1996, filed January 16, 1997, as Document No. 349249.

Said easement affects the surveyed property and is depicted hereon.

ITEM 12. Terms and conditions of and temporary easement for highway purposes in favor of the County of Dakota, described as Parcel 76 in that certain Final Certificate dated May 19, 2011, filed June 2, 2011, as Document No. T680261, and as shown on Dakota County Right of Way Map No. 295 County State Aid Highway No. 56 (Concord Boulevard) filed July 23, 2009, as Document No. T647794.

The temporary easements per said certificate affect the surveyed property. Their mathematical descriptions are incomplete, the approximate location is depicted hereon.

ITEM 13. Terms and conditions of Resolution Number 2011–160, approving a conditional use permit adopted September 19, 2011, filed December 20, 2011, as Document No. T688835.

Said terms and conditions affect the surveyed property. No plottable items to depict.

ITEM 14. The following appear as memorials on the Certificate of Title. While the Company will affirmatively insure against loss or damage sustained by the Insured arising as a result of these matters affecting title to the Land, neither Commercial Partners Title, LLC, nor Chicago Title Insurance Company will undertake to have the memorial(s) removed from the Certificate of Title:
a. Property Inspection Easement filed September 19, 1996, as Document No. 343618.

Said easement affects the surveyed property. It is blanket in nature over Parcel 1 and not depicted hereon.

Items per Title Commitment No. CP76189:

ITEM 9. Subject to the reservation of minerals and mineral rights to the State of Minnesota (appears as a recital on the Certificate of Title), and as shown in State Tax Deed dated November 17, 1944, filed November 4, 1946, in Book 223 of Deeds, Page 195.

ITEM 10. Decree of Registration dated January 14, 1987, filed January 16, 1987, as Document No. 179966.

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

ITEM 12. Right of way as depicted on Dakota County Right of Way Map No. 295, County State Aid Highway No. 56 (Concord Blvd.), filed July 23, 2009, as Document No. T647794.

The right of way per said right of way map does not affect the surveyed property. Dakota County Right of Way Map No. 293 adjoins the surveyed property to the southwest as depicted hereon.

ITEM 13. Findings and Order in the Matter of the Condemnation of Certain Lands for Highway Purposes, District Court File No. 19HA–CV–09–3653, by the County of Dakota, dated July 23, 2009, filed August 11, 2009, as Document No. T648958.

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

ITEM 14. Final Certificate in the Matter of the Condemnation of Certain Lands for Highway Purposes, District Court File No. 19HA–CV–09–3653, by the County of Dakota, dated May 19, 2011, filed June 2, 2011, as Document No. T680261.

The temporary easements per said certificate affect the surveyed property. Their mathematical descriptions are incomplete, the approximate location is depicted hereon.

ITEM 15. Terms and conditions of Resolution No. 2014–13 by the City of South St. Paul, approving a Conditional Use Permit Amendment, dated January 21, 2014, filed November 23, 2016, as Document No. 770177.

Said terms and conditions affect the surveyed property. No plottable items to depict.

OPTIONAL TABLE A ITEMS:

1. Monuments have been placed at all major corners of the surveyed property described hereon, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2. The addresses of the property described hereon are 1201 & 1301 Concord Street South, South St. Paul, MN 55075.
3. The property described hereon lies within Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain) and Flood Zone X (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood) per Federal Insurance Rate Map No. 27037C 0107 E, dated December 02, 2011. The delineation lines between flood zones depicted hereon are subject to map scale uncertainty.
4. The total area of the property described hereon is 261,384 square feet or 6.00055 acres..
5. The contours depicted hereon are per elevation data collected while conducting the fieldwork. The contour interval is 1 foot.

   PROJECT BENCHMARK: Top of Minnesota Department of Transportation Geodetic Monument 1985 AU 1. Elevation = 716.17 feet. (NAVD 88)

   SITE BENCHMARK: Top nut of hydrant west of the northwest corner of the surveyed property. Elevation = 712.44 feet. (NAVD 88)

6a. No zoning report or letter was received from the insurer pursuant to Optional Table A item 6(a), as set forth in the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys.

7a. Exterior building dimensions are depicted hereon.

7b1. The exterior building footprint areas at ground level are depicted hereon.

7c. The measured building heights are depicted hereon.

8. Substantial features observed in the process of conducting the fieldwork are depicted hereon.

9. As of the date of this survey the property described hereon contains no visible delineated parking stalls. See also General Survey Note No. 4.

11a. Existing utilities, services and underground structures shown hereon were located either physically, from existing records made available to us, by resident testimony, or by locations provided by Gopher State One Call, per Ticket Nos. 253241154 & 253241174. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Other utilities and services may be present and verification and location of all utilities and services should be obtained from the owners of the respective utilities prior to any design, planning or excavation.

13. The names of adjoining owners according to current tax records are depicted hereon.

14. The intersection of Concord Street South & Chestnut Street East is located approximately 650 feet from the southwest corner of the surveyed property.

16. As of the date of this survey there is no observable evidence of current earth moving work, building construction or building additions on the property described hereon.

18. The plottable offsite easements or servitudes disclosed in documents provided to the surveyor are depicted hereon.

CERTIFICATION:

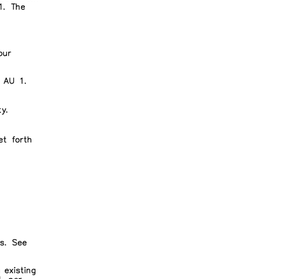
To JC IOS Acquisitions, LLC, a Delaware limited liability company, Bestway, Inc. a Minnesota corporation, AJK Properties, LLC, a Minnesota limited liability company and Chicago Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 13, 14, 16 and 18 of Table A thereof. The fieldwork was completed on December 09, 2025.

Date of Plat or Map: December 19, 2025

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

SECTION 34, T 028 N, R 22W



VICINITY MAP
NO SCALE

FIELD BOOK	PAGE

DRAWING NAME: 43084 ALTA.dwg
JOB NO. 43084
FILE NO.

FIELDWORK CHIEF: JV, SS
DRAWN BY: DL
CHECKED BY: CAT

REVISIONS

NO.	DATE	DESCRIPTION

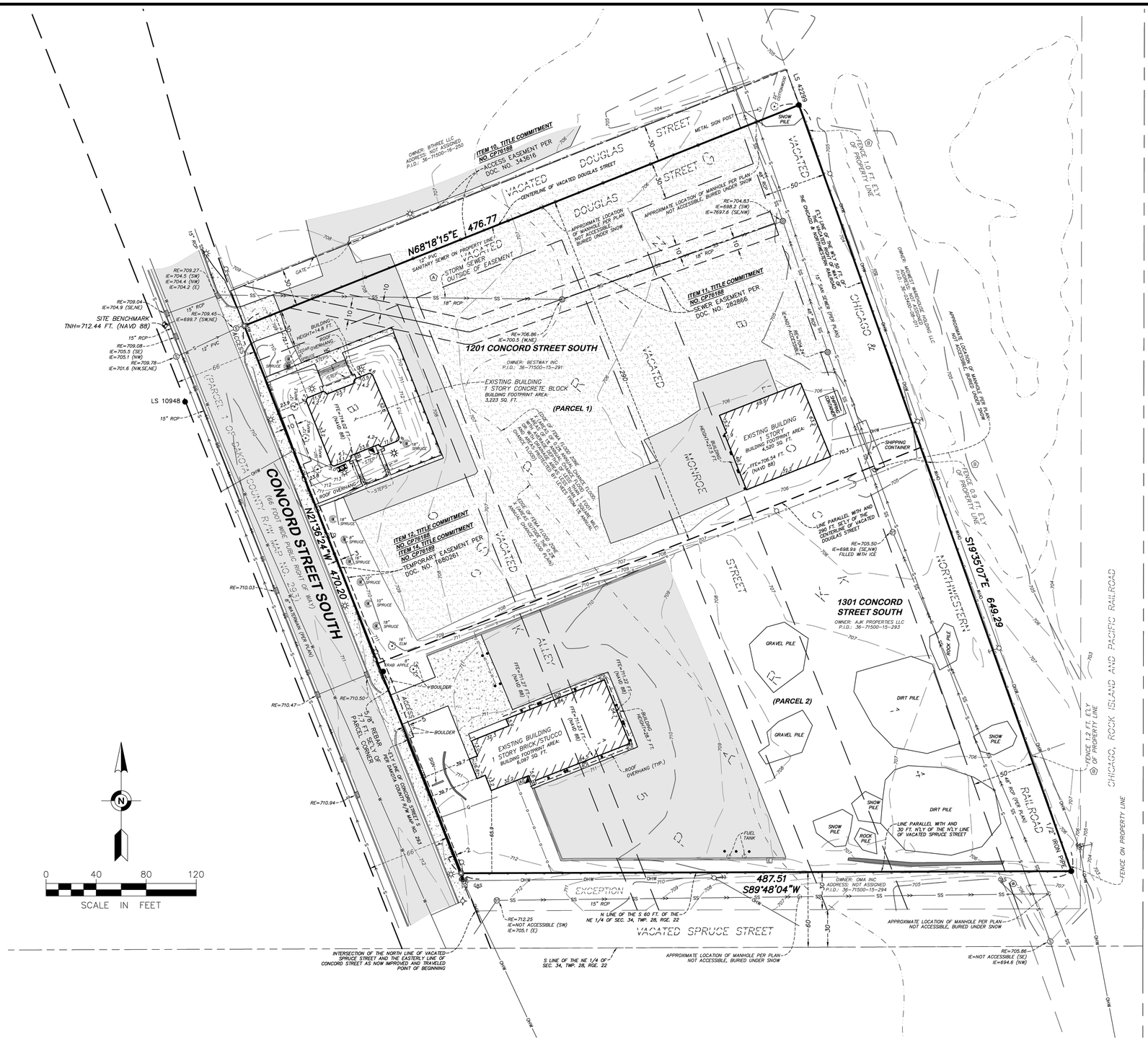
ALTA/NSPS LAND TITLE SURVEY

SURVEY FOR:
Kimley - Horn & Associates, Inc.

PROPERTY ADDRESS:
1201 & 1301 Concord Street South
South St. Paul, Minnesota 55075
Dakota County Tax PID 36-71500-15-291 & 36-71500-15-293

Egan, Field & Nowak, Inc.
land surveyors since 1872
475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
WWW.EFNSURVEY.COM
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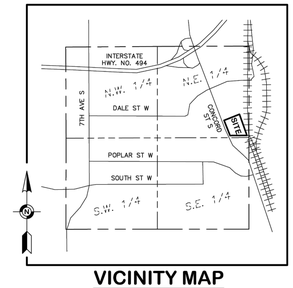
ALTA/NSPS LAND TITLE SURVEY FOR:
Kimley - Horn & Associates, Inc.



LEGEND:

- FOUND IRON MONUMENT
- SET IRON MONUMENT MARKED WITH LICENSE NUMBER 53536
- BENCHMARK
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- ROOF DRAIN (OUTLET)
- HYDRANT
- AIR CONDITIONER
- ELECTRIC BOX
- ELECTRIC METER
- LIGHT
- UTILITY POLE
- GUY WIRE
- COMMUNICATION BOX
- FIBER OPTIC SIGN
- GAS METER
- GAS METER
- RISER
- GAS SIGN
- SIGN
- MAILBOX
- FLAGPOLE
- BOLLARD
- CHAIN LINK FENCE
- WOOD FENCE
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- OVERHEAD WIRE
- UNDERGROUND GAS
- HANDRAIL
- RETAINING WALL
- 920 EXISTING CONTOUR LINE
- TREE
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- GRAVEL SURFACE
- FEMA FLOOD ZONE BOUNDARY

SECTION 34, T 028 N, R 22W



VICINITY MAP
NO SCALE

FIELD BOOK	PAGE

DRAWING NAME: 43084 ALTA.dwg
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ALTA/NSPS LAND TITLE SURVEY

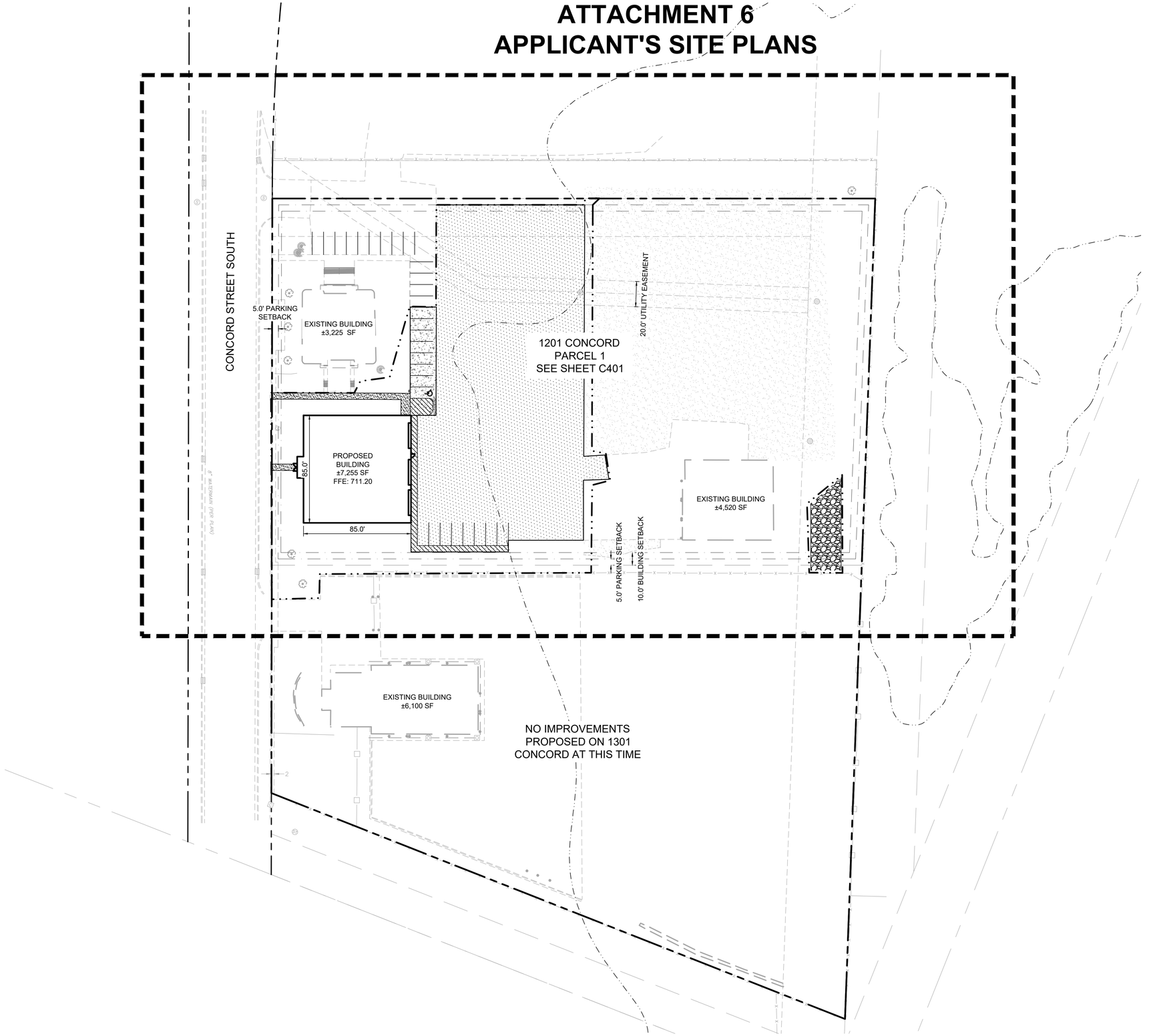
SURVEY FOR:
Kimley - Horn & Associates, Inc.

PROPERTY ADDRESS:
1201 & 1301 Concord Street South
South St. Paul, Minnesota 55075
Dakota County Tax PID 36-71500-15-291 & 36-71500-15-293

Egan, Field & Nowak, Inc.
land surveyors since 1872
475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
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ATTACHMENT 6
APPLICANT'S SITE PLANS



LEGEND

- PROPERTY LINE
- SETBACK LINE
- FEMA FLOODEZONE LIMITS
- DRAINAGE AND UTILITY EASEMENT
- PROPOSED CURB AND GUTTER
- STANDARD DUTY ASPHALT PAVMENT
- CONCRETE SIDEWALK
- CONCRETE PAVEMENT

SITE PLAN NOTES

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

PROPERTY SUMMARY

	PARCEL 1201	PARCEL 1301
TOTAL PROPERTY AREA	3.14 AC / 136,780 SF	2.86 AC / 124,604 SF
DISTURBED AREA	1.33 AC / 58,014 SF	0.06 AC / 2,388 SF
EXISTING IMPERVIOUS AREA	2.28 AC / 99,461 SF	2.10 AC / 91,590 SF
EXISTING PERVIOUS AREA	0.86 AC / 37,319 SF	0.76 AC / 33,014 SF
PROPOSED IMPERVIOUS AREA	2.27 AC / 99,019 SF	2.10 AC / 91,590 SF
PROPOSED PERVIOUS AREA	0.87 AC / 37,761 SF	0.76 AC / 33,014 SF
NET DECREASE IN IMPERVIOUS AREA	0.01 AC / 442 SF	0.00 AC / 0 SF
AREA OF WETLAND IMPACT	0.00 AC / 0 SF	0.00 AC / 0 SF

SITE DATA

EXISTING ZONING	GB - GENERAL BUSINESS
PROPOSED ZONING	PUD - PLANNED UNIT DEVELOPMENT
PARKING SETBACKS	SIDE/REAR = 5' RIGHT OF WAY = 5'
BUILDING SETBACKS	FRONT = 40' FROM CENTER OF STREET SIDE = 10' REAR = 10' RIGHT OF WAY = 32'

BUILDING DATA

	PARCEL 1201	PARCEL 1301
TOTAL BUILDING AREA	7,743 SF	6,097 SF
PERCENT OF TOTAL PROPERTY AREA	5.66%	4.89%

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

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No.	REVISIONS	DATE	BY

Kimley»Horn

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

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MATTHEW J. SORENSON, PE
DATE: 01/05/2026 LIC. NO. 59721 MN

KHA PROJECT 161376000
DATE 01/19/2026
SCALE AS SHOWN
DESIGNED BY AJE
DRAWN BY AJE
CHECKED BY MJS

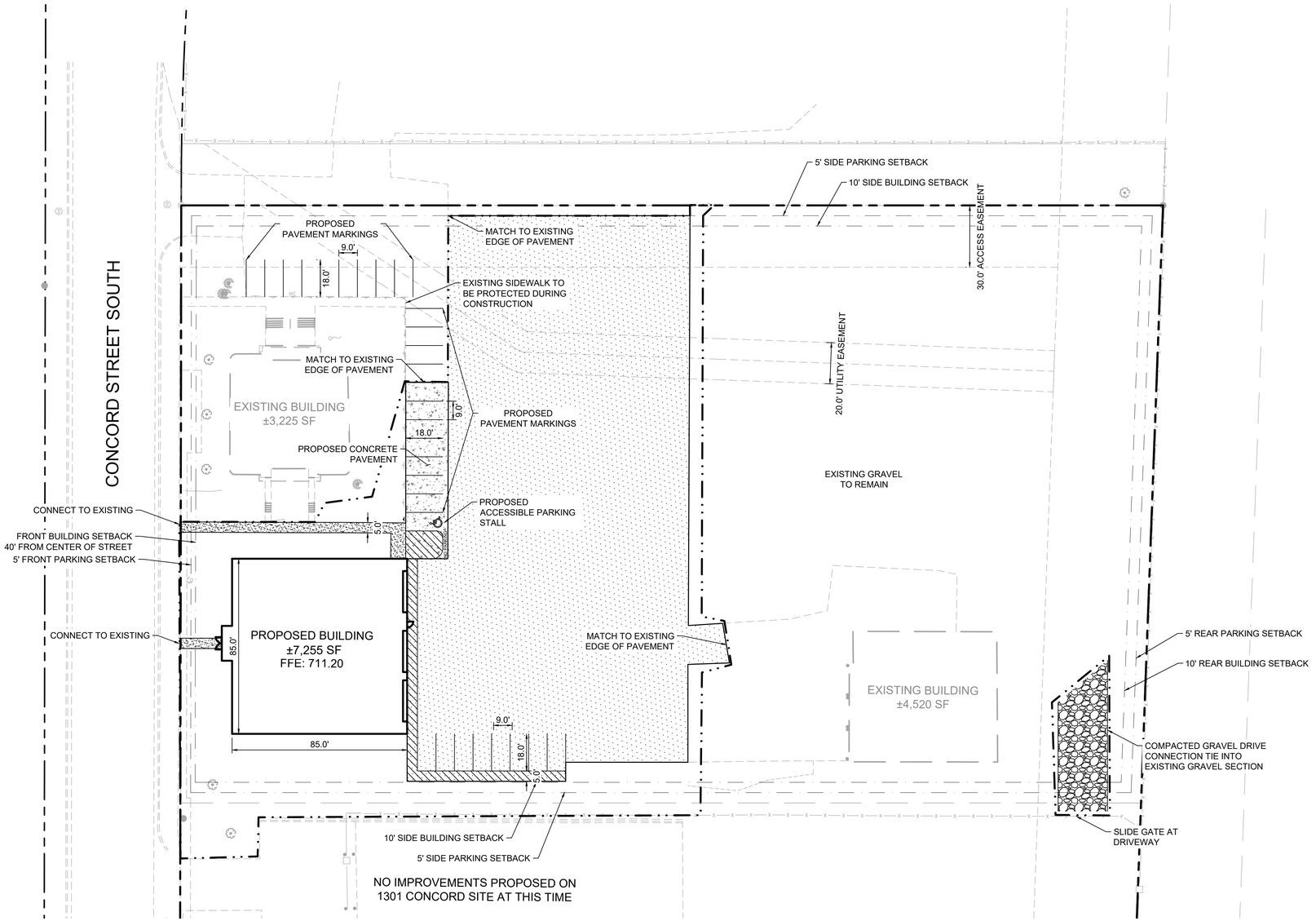
OVERALL SITE PLAN

1201 & 1301 CONCORD
PREPARED FOR
JADIAN IOS
SOUTH ST. PAUL MN

SHEET NUMBER
C400

K:\TWC_LDEV\jadian ios\south st paul, mn\3 Design\CADI\plansheets\C4-SITE PLAN OVERALL.dwg January 19, 2026 - 10:10am
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LEGEND

- PROPERTY LINE
- SETBACK LINE
- DRAINAGE AND UTILITY EASEMENT
- EXISTING FENCE
- STANDARD DUTY ASPHALT PAVEMENT - MATCH EXISTING SECTION
- CONCRETE PAVEMENT - MATCH EXISTING SECTION
- CONCRETE SIDEWALK - MATCH EXISTING SECTION
- GRAVEL PAVEMENT - MATCH EXISTING SECTION

SITE PLAN NOTES

1. REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF STOOPS, TRUCK DOCKS, TRASH ENCLOSURES & PRECISE BUILDING DIMENSIONS. REFER TO THE SITE ELECTRICAL PLAN FOR LOCATIONS OF PROPOSED LIGHT POLES, CONDUITS, AND ELECTRICAL EQUIPMENT.
2. REFER TO CERTIFIED SITE SURVEY OR PLAT FOR EXACT LOCATION OF EXISTING EASEMENTS, PROPERTY BOUNDARY DIMENSIONS, AND ADJACENT RIGHT-OF-WAY & PARCEL INFORMATION.
3. DIMENSIONS AND RADII ARE DRAWN TO THE FACE OF CURB, UNLESS OTHERWISE NOTED. DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT, AND AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
4. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING EXISTING SITE IMPROVEMENTS THAT CONFLICT WITH THE PROPOSED WORK, INCLUDING BUT NOT LIMITED TO TRAFFIC SIGNS, LIGHT POLES, ABOVEGROUND UTILITIES, ETC. PERFORM WORK IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS. COST SHALL BE INCLUDED IN BASE BID.
5. TYPICAL PARKING STALL DIMENSIONS SHALL BE 9.0-FEET IN WIDTH AND 18-FEET IN LENGTH UNLESS OTHERWISE INDICATED.

GRAPHIC SCALE IN FEET
0 15 30 60

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DATE: 01/05/2026 | MN LIC. NO. 59721

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DATE	01/19/2026
SCALE	AS SHOWN
DESIGNED BY	AJE
DRAWN BY	AJE
CHECKED BY	MJS

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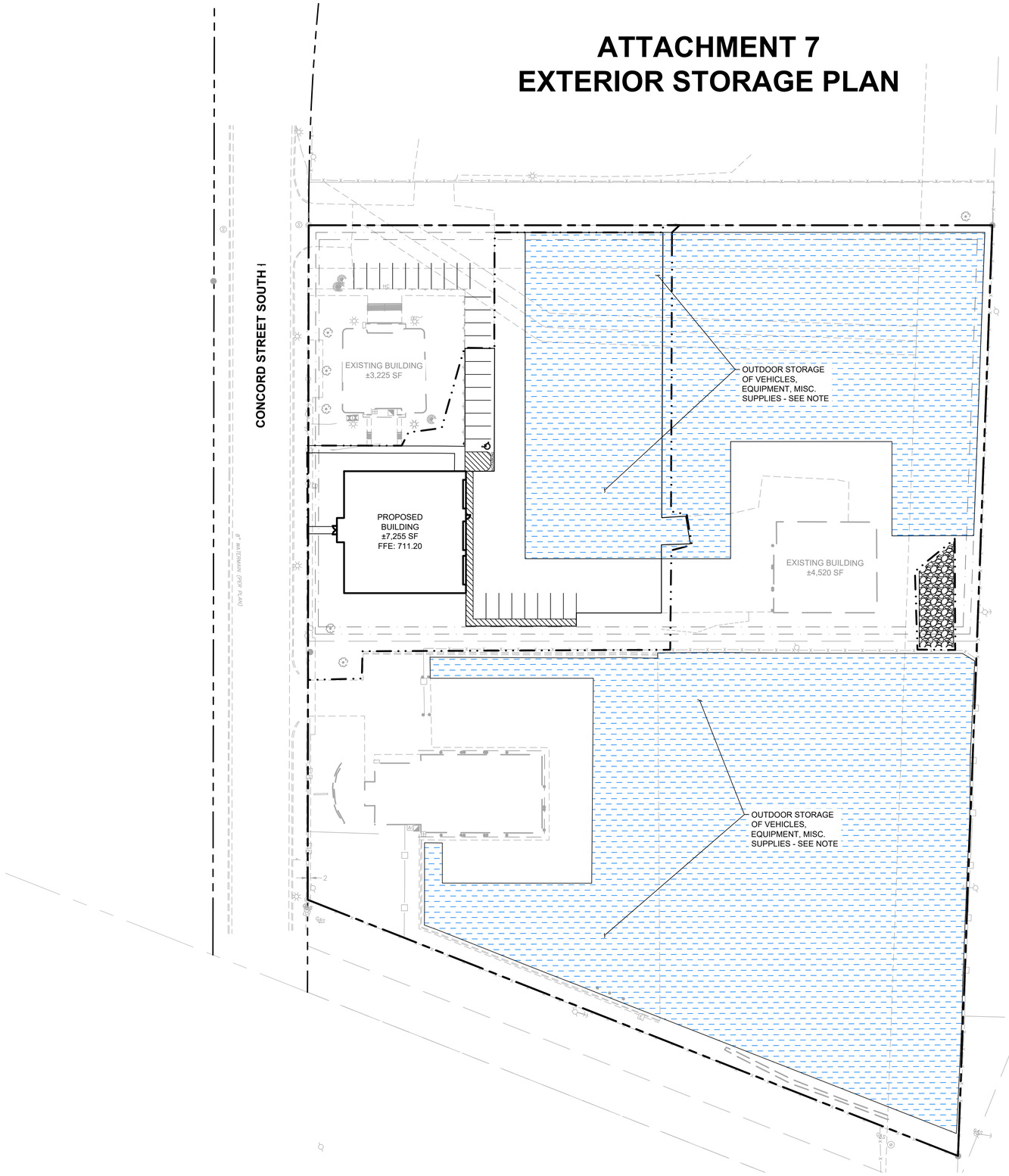
1201 & 1301 CONCORD
PREPARED FOR
JADIAN IOS
SOUTH ST. PAUL, MN

SITE PLAN

SHEET NUMBER
C401

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ATTACHMENT 7
EXTERIOR STORAGE PLAN



LEGEND

- PROPERTY LINE
- SETBACK LINE
- EXISTING EASEMENT
- EXISTING FENCE
- OUTDOOR STORAGE OF VEHICLES, EQUIPMENT, MISC. SUPPLIES (±1.76 AC) - SEE NOTE

NOTE:
DAILY USE MAY INCLUDE STORING TRUCKS, EQUIPMENT, MATERIALS, AND TRAFFIC DEVICES TO BE STAGED PRIMARILY TO THE BACK AND SIDE YARD LOCATIONS. APPROXIMATE HEIGHTS OF VEHICLES OR TRAILERS WITH LOADED EQUIPMENT ARE NOT ANTICIPATED TO EXCEED 15'.

NORTH

GRAPHIC SCALE IN FEET
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MN
DATE: 01/05/2026 LIC. NO. 59721

KHA PROJECT
161376000

DATE
01/19/2026

SCALE AS SHOWN

DESIGNED BY AJE
DRAWN BY AJE
CHECKED BY MJS

EXTERIOR STORAGE PLAN

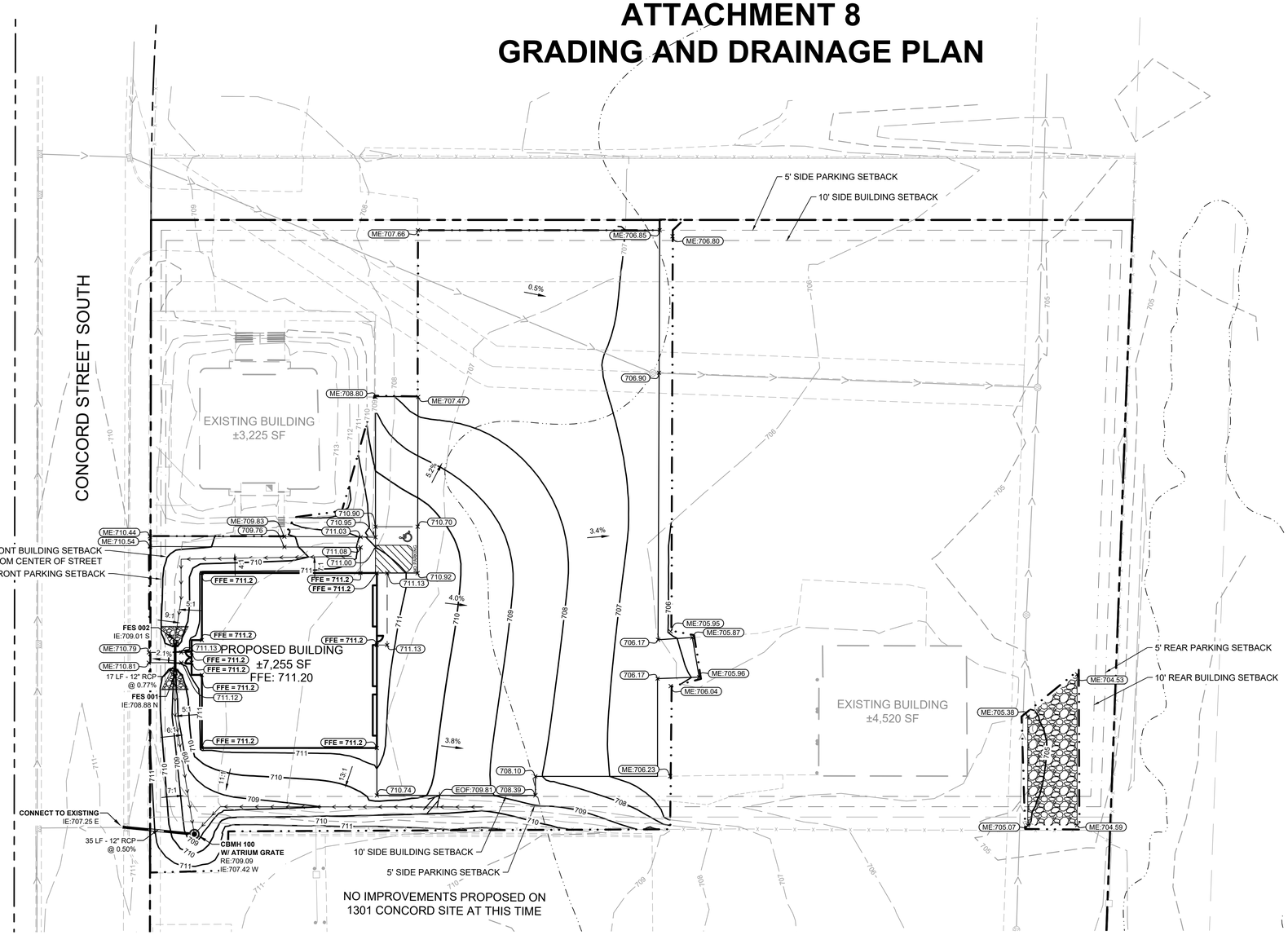
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PREPARED FOR
JADIAN IOS
SOUTH ST. PAUL MN

SHEET NUMBER
C402

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ATTACHMENT 8
GRADING AND DRAINAGE PLAN



LEGEND

- PROPERTY LINE
- FEMA FLOODZONE LIMITS
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED RIDGE LINE
- PROPOSED SWALE
- PROPOSED STORM MANHOLE (SOLID CASTING)
- PROPOSED STORM MANHOLE (ROUND INLET CASTING)
- PROPOSED STORM MANHOLE/ CATCH BASIN (CURB INLET CASTING)
- PROPOSED STORM SEWER CLENOUT
- PROPOSED FLARED END SECTION
- PROPOSED RIPRAP
- PROPOSED STORM SEWER
- PROPOSED SPOT ELEVATION
- PROPOSED HIGH POINT ELEVATION
- PROPOSED LOW POINT ELEVATION
- PROPOSED GUTTER ELEVATION
- PROPOSED TOP OF CURB ELEVATION
- PROPOSED FLUSH PAVEMENT ELEVATION
- MATCH EXISTING ELEVATION
- PROPOSED EMERGENCY OVERFLOW ELEVATION
- PROPOSED GRADE AT TOP/BOTTOM OF WALL
- PROPOSED DRAINAGE DIRECTION
- PROPOSED GRADE BETWEEN POINTS

GRADING PLAN NOTES

1. PERFORM GRADING WORK IN ACCORDANCE WITH APPLICABLE CITY SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.
2. CONTACT STATE 811 CALL-BEFORE-YOU-DIG LOCATING SERVICE AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION FOR UNDERGROUND UTILITY LOCATIONS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
4. FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF LAND DISTURBING ACTIVITIES. NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS IMPACTING THE PROPOSED DESIGN OF THE PROJECT.
5. IN PAVED AREAS, ROUGH GRADE TO SUBGRADE ELEVATION AND LEAVE THE SITE READY FOR SUB-BASE.
6. SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF EXISTING PAVEMENT.
7. ELEVATIONS SHOWN REPRESENT FINISHED SURFACE GRADES. SPOT ELEVATIONS ALONG CURB & GUTTER REPRESENT THE FLOW LINE UNLESS OTHERWISE NOTED
8. EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
9. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF PAVEMENTS AND CURB AND GUTTER WITH SMOOTH UNIFORM SLOPES THAT PROVIDE POSITIVE DRAINAGE TO COLLECTION POINTS. MAINTAIN A MINIMUM SLOPE OF 1.25% IN ASPHALT PAVEMENT AREAS AND A MINIMUM SLOPE OF 0.50% IN CONCRETE PAVEMENT AREAS.
10. MAINTAIN A MINIMUM SLOPE OF 0.50% ALONG CURB & GUTTER. REVIEW PAVEMENT GRADIENT AND CONSTRUCT "INFALL" CURB WHERE PAVEMENT DRAINS TOWARD THE GUTTER, AND "OUTFALL" CURB WHERE PAVEMENT DRAINS AWAY FROM THE GUTTER.
11. INSTALL A MINIMUM OF 4-INCHES OF AGGREGATE BASE MATERIAL UNDER PROPOSED CONCRETE CURB & GUTTER, SIDEWALKS, AND TRAILS UNLESS OTHERWISE DETAILED.
12. GRADING FOR SIDEWALKS AND ACCESSIBLE ROUTES, INCLUDING CROSSING DRIVEWAYS, SHALL CONFORM TO CURRENT STATE & NATIONAL ADA STANDARDS:

    ACCESSIBLE RAMP SLOPES SHALL NOT EXCEED 8.3% (1:12).
    SIDEWALK CROSS-SLOPES SHALL NOT EXCEED 2.0%.
    LONGITUDINAL SIDEWALK SLOPES SHALL NOT EXCEED 5.0%.
    ACCESSIBLE PARKING STALLS AND ACCESS AISLES SHALL NOT EXCEED 2.0% IN ANY DIRECTION. A MAXIMUM SLOPE OF 1.50% IS PREFERRED.

    SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS AND GATES SHALL BE ADA COMPLIANT. NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET IN ANY LOCATION PRIOR TO PAVEMENT INSTALLATION. CHANGE ORDERS WILL NOT BE ACCEPTED FOR ADA COMPLIANCE ISSUES.
13. UPON COMPLETION OF LAND DISTURBING ACTIVITIES, RESTORE ADJACENT OFFSITE AREAS DISTURBED BY CONSTRUCTION TO MATCH OR EXCEED THE ORIGINAL CONDITION. LANDSCAPE AREAS SHALL BE RE-VEGETATED WITH A MINIMUM OF 4-INCHES OF TOPSOIL.
14. EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS. REFER TO THE UTILITY PLANS FOR LAYOUT AND ELEVATIONS FOR PROPOSED SANITARY SEWER, WATER MAIN, AND OTHER BUILDING UTILITY SERVICE CONNECTIONS.

STORM SEWER NOTES

1. INSTALL STORM SEWER IN ACCORDANCE WITH APPLICABLE CITY OR STATE SPECIFICATIONS, STATE PLUMBING CODE, AND BUILDING PERMIT REQUIREMENTS.
2. CONTACT STATE 811 CALL-BEFORE-YOU-DIG LOCATING SERVICE AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION FOR UNDERGROUND UTILITY LOCATIONS.
3. STORM SEWER PIPE SHALL BE AS FOLLOWS:
   RCP: ASTM C-76
   HDPE: ASTM F-714, F-894
   PVC: ASTM D-2729
   PVC SCH40: ASTM D-1785, D-2665, F-794
   DRAIN TILE SHALL BE AS FOLLOWS:
   PE: ASTM F-6667
   PVC: ASTM D-2729
   FITTINGS SHALL BE AS FOLLOWS:
   RCP: ASTM C-76, JOINTS PER ASTM C-361, C-990, AND C-443
   HDPE: ASTM D-3212
   PVC: ASTM D-2729, JOINTS PER ASTM D-3212
   PVC SCH40: ASTM D-2665, F-794, F-1866
4. CONTRACTOR IS RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
5. FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF LAND DISTURBING ACTIVITIES. NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS IMPACTING THE PROPOSED DESIGN OF THE PROJECT.
6. EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS. REFER TO THE UTILITY PLANS FOR LAYOUT AND ELEVATIONS FOR PROPOSED SANITARY SEWER, WATER MAIN, AND OTHER BUILDING UTILITY SERVICE CONNECTIONS. REFER TO THE GRADING PLAN FOR DETAILED SURFACE ELEVATIONS.
7. EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
8. COORDINATE WITH THE PLUMBING PLANS FOR THE LOCATION, SIZE AND ELEVATION OF THE PROPOSED UNDERGROUND ROOF DRAIN CONNECTIONS.
9. WHERE STORM SEWER ROOF DRAINS HAVE LESS THAN 4-FEET OF COVER IN PAVED AREAS OR 3-FEET OF COVER IN LANDSCAPE AREAS, PROVIDE 3-INCH THICK INSULATION A MINIMUM OF 5-FEET IN WIDTH, CENTERED ON THE PIPE.
10. ALL STORM SEWER PIPE JOINTS SHALL BE WATER-TIGHT CONNECTIONS.
11. ALL STORM SEWER PIPE CONNECTIONS TO MANHOLES SHALL BE GASKETED AND WATER TIGHT. BOOTED COUPLERS AT THE STRUCTURE OR A WATER STOP WITH NON-SHRINK GROUT MAY BE USED IN ACCORDANCE WITH LOCAL CODES.
12. CONTRACTOR SHALL AIR TEST ALL STORM SEWER PIPE IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS.

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

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MATTHEW J. SORENSON, PE
DATE: 01/05/2026 LIC. NO. 59721 MN

KHA PROJECT 161376000
DATE 01/19/2026
SCALE AS SHOWN
DESIGNED BY JTL
DRAWN BY JTL
CHECKED BY MJS

GRADING AND DRAINAGE PLAN

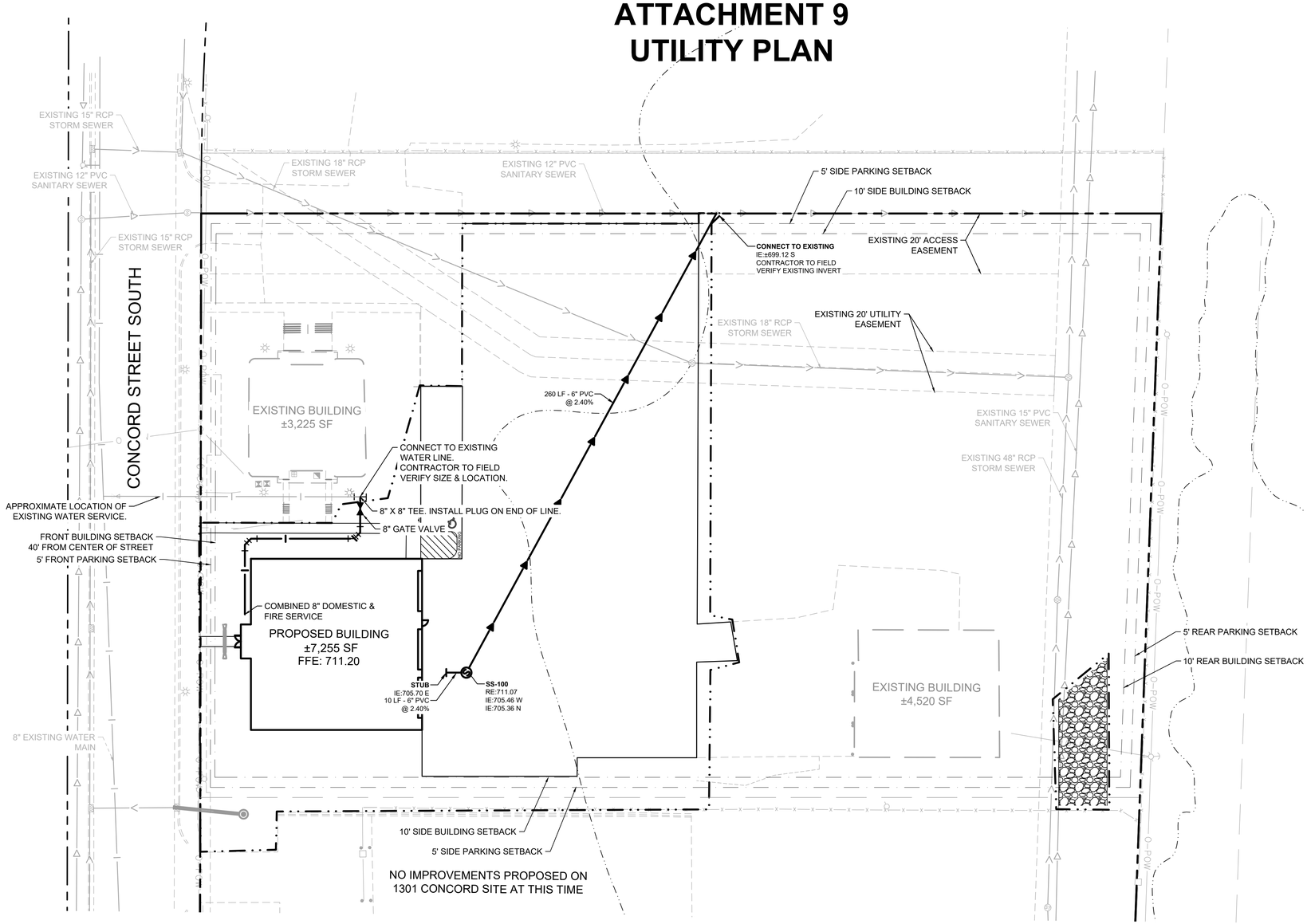
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PREPARED FOR
JADIAN IOS
SOUTH ST. PAUL MN

SHEET NUMBER
C500

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ATTACHMENT 9
UTILITY PLAN



LEGEND

EXISTING	PROPOSED	
		GATE VALVE
		HYDRANT
		REDUCER
		TEE
		SANITARY SEWER MANHOLE
		SANITARY CLEANOUT
		WATERMAIN
		SANITARY SEWER
		STORM SEWER
POW	POW	UNDERGROUND ELECTRIC
COM	COM	TELEPHONE
GAS	GAS	GAS MAIN
		FEMA FLOODZONE LIMITS

UTILITY PLAN NOTES

1. INSTALL UTILITIES IN ACCORDANCE WITH APPLICABLE CITY SPECIFICATIONS, STATE PLUMBING CODE, AND BUILDING PERMIT REQUIREMENTS.
2. CONTACT STATE 811 CALL-BEFORE-YOU-DIG LOCATING SERVICE AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION FOR UNDERGROUND UTILITY LOCATIONS.
3. CONTRACTOR IS RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
4. SANITARY SEWER PIPE SHALL BE:
   PVC: ASTM D-2729, D-3034
   PVC SCH 40: ASTM D-1785, F-714, F-894
   SANITARY SEWER FITTINGS SHALL BE:
   PVC: ASTM D-2729, D-3034
   PVC SCH40: ASTM D-2665, F-2794, F-1866
5. WATER MAIN PIPE SHALL BE:
   PVC: ASTM D-1785, D-2241, AWWA C-900
   DUCTILE IRON: AWWA C-150
   WATER MAIN FITTINGS SHALL BE:
   PVC: ASTM D-2464, D-2466, D-2467, F-1970, AWWA C-907
   DUCTILE IRON: AWWA C-153, C-110, ASME 316.4
5. STORM SEWER PIPE SHALL BE:
   RCP: ASTM C-76
   HDPE: ASTM F-714, F-894
   PVC: ASTM D-2729
   PVC SCH40: ASTM D-1785, D-2665, F-794
   DRAIN TILE SHALL BE:
   PE: ASTM F-6667
   PVC: ASTM D-2729
   STORM SEWER FITTINGS SHALL BE:
   RCP: ASTM C-76, JOINTS PER ASTM C-361, C-990, AND C-443
   HDPE: ASTM D-3212
   PVC: ASTM D-2729, JOINTS PER ASTM D-3212
   PVC SCH40: ASTM D-2665, F-794, F-1866
6. WHEN CONNECTING TO AN EXISTING UTILITY LINE, FIELD VERIFY THE LOCATION, DEPTH, AND SIZE OF THE EXISTING PIPE(S) PRIOR TO INSTALLATION OF THE NEW LINES. NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS IMPACTING THE PROPOSED DESIGN OF THE PROJECT.
7. PLACE AND COMPACT ALL FILL MATERIAL PRIOR TO INSTALLATION OF PROPOSED UNDERGROUND UTILITIES. MINIMUM TRENCH WIDTH SHALL BE 2 FEET.
8. MAINTAIN A MINIMUM OF 7'-6" COVER ON ALL WATER LINES.
9. FOR WATER LINES AND STUB-OUTS UTILIZE MECHANICAL JOINTS WITH RESTRAINTS SUCH AS THRUST BLOCKING, WITH STAINLESS STEEL OR COBALT BLUE BOLTS, OR AS INDICATED IN THE CITY SPECIFICATIONS AND PROJECT DOCUMENTS.
10. MAINTAIN 18-INCH MINIMUM VERTICAL SEPARATION WHERE SEWER PIPE CROSSES WATER LINES (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE OR STRUCTURE). PROVIDE 10-FOOT HORIZONTAL SEPARATION BETWEEN SEWER PIPE AND WATER LINES.
11. IN THE EVENT OF A VERTICAL CONFLICT BETWEEN WATER LINES, SANITARY LINES, STORM LINES AND GAS LINES (OR ANY OBSTRUCTION EXISTING AND PROPOSED), THE SANITARY PIPE MATERIAL SHALL BE PVC SCHEDULE 40 OR PVC C900 AND HAVE MECHANICAL JOINTS AT LEAST 10 FEET ON EITHER SIDE OF THE CENTER LINE OF THE CROSSING. THE WATER LINE SHALL HAVE MECHANICAL JOINTS WITH APPROPRIATE FASTENERS AS REQUIRED TO PROVIDE A MINIMUM OF 18-INCH VERTICAL SEPARATION MEETING REQUIREMENTS OF ANSI A21.10 OR ANSI 21.11 (AWWA C-151) (CLASS 50).
12. ALL PVC & HDPE SEWER AND WATER PIPE SHALL HAVE A TRACER WIRE INSTALLED IN THE TRENCH AND TERMINATED PER THE DETAILS.
13. UNDERGROUND UTILITY LINES SHALL BE INSTALLED, INSPECTED AND APPROVED PRIOR TO PLACING BACKFILL.
14. IN PAVEMENT AREAS, RAISE MANHOLE CASTINGS TO BE FLUSH WITH PROPOSED FINISHED SURFACE GRADE. IN GREEN AREAS, RAISE MANHOLE CASTINGS TO BE ONE FOOT ABOVE FINISHED GROUND ELEVATION & INSTALL A WATERTIGHT LID.
15. REFER TO PLUMBING PLANS FOR LOCATION, SIZE AND ELEVATION OF UTILITY SERVICE CONNECTIONS AND ROOF DRAINS TO THE INTERIOR BUILDING SYSTEMS. BACKFLOW DEVICES (DDCV AND PRZ ASSEMBLIES) & METERS ARE LOCATED INSIDE THE BUILDING.
16. CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
17. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES. COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
18. REFER TO THE SITE ELECTRICAL PLANS FOR SPECIFICATIONS OF THE PROPOSED SITE LIGHTING AND ELECTRICAL EQUIPMENT.
19. EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS. REFER TO THE UTILITY PLANS FOR LAYOUT AND ELEVATIONS FOR PROPOSED SANITARY SEWER, WATER MAIN, AND OTHER BUILDING UTILITY SERVICE CONNECTIONS. REFER TO THE GRADING PLAN FOR DETAILED SURFACE ELEVATIONS.
20. EXCESS MATERIAL, ABANDONED UTILITY ITEMS, AND OTHER UNUSABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
21. COORDINATE WITH THE PLUMBING PLANS FOR THE LOCATION, SIZE AND ELEVATION OF THE PROPOSED UNDERGROUND ROOF DRAIN CONNECTIONS.
22. WHERE STORM SEWER ROOF DRAINS HAVE LESS THAN 4-FEET OF COVER IN PAVED AREAS OR 3-FEET OF COVER IN LANDSCAPE AREAS, PROVIDE 3-INCH THICK INSULATION A MINIMUM OF 5-FEET IN WIDTH, CENTERED ON THE PIPE.
23. ALL STORM SEWER PIPE JOINTS SHALL BE WATER-TIGHT CONNECTIONS.
24. ALL STORM SEWER PIPE CONNECTIONS TO MANHOLES SHALL BE GASKETED AND WATER TIGHT. BOOTED COUPLERS AT THE STRUCTURE OR A WATER STOP WITH NON-SHRINK GROUT MAY BE USED IN ACCORDANCE WITH LOCAL CODES.
25. CONTRACTOR SHALL AIR TEST ALL STORM SEWER PIPE IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS.

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MATTHEW J. SORENSON, PE
DATE: 01/05/2026 LIC. NO. 59721 MN

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161376000	
DATE	01/19/2026
SCALE	AS SHOWN
DESIGNED BY	AJE
DRAWN BY	AJE
CHECKED BY	MJS

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UTILITY PLAN

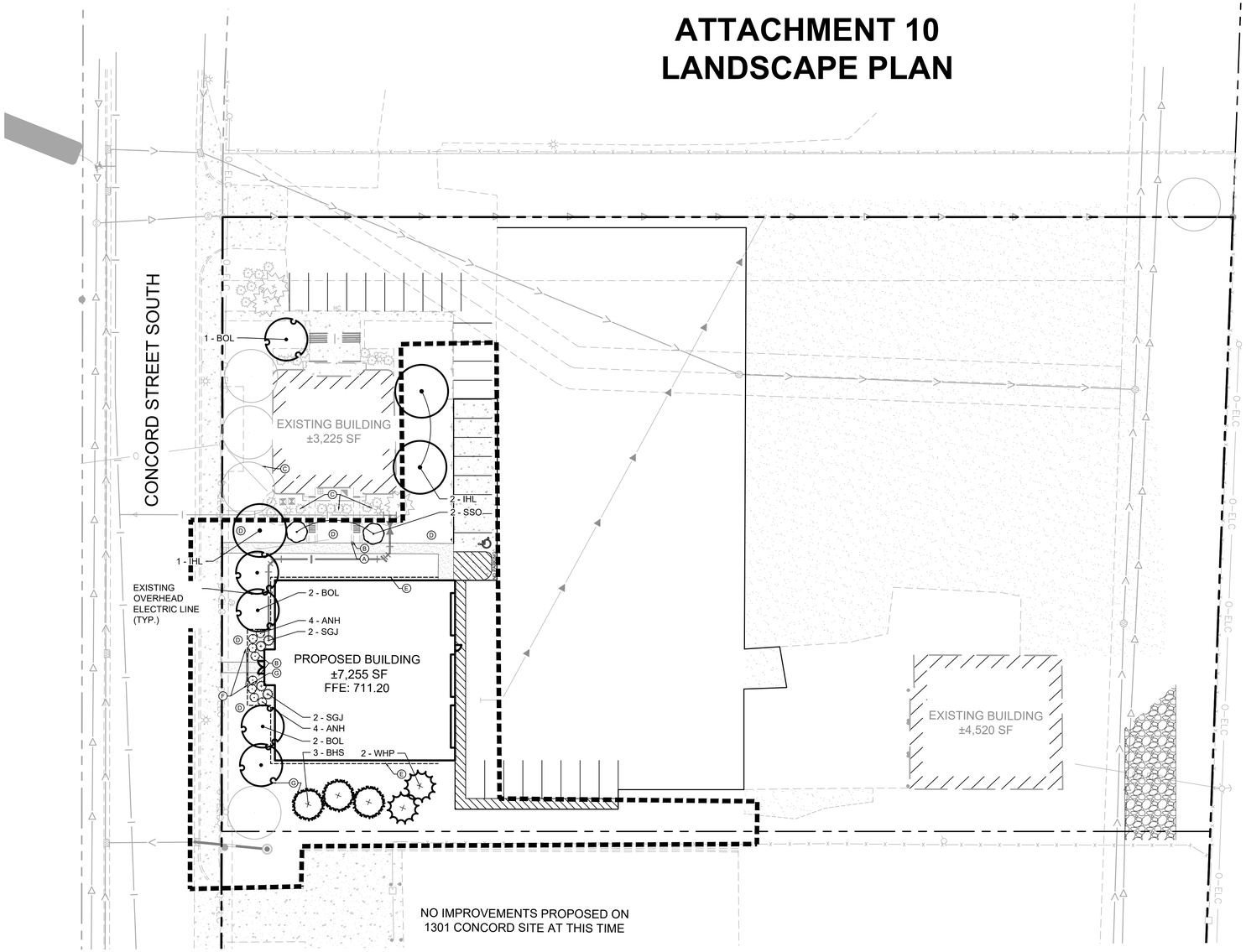
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PREPARED FOR
JADIAN IOS
SOUTH ST. PAUL MN

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ATTACHMENT 10
LANDSCAPE PLAN



LANDSCAPE SUMMARY

TREE REMOVALS

TREES REMOVED:	6 TREES

LANDSCAPE AREA REQUIREMENTS

LANDSCAPE AREA REQUIRED:	20,517 S.F. = 136,780 S.F. SITE AREA * .15
LANDSCAPE AREA PROVIDED:	29,656 S.F.

OVERSTORY TREE REQUIREMENTS

TREES REQUIRED:	22 TREES = 1,524 L.F. SITE PERIMETER / 70
TREES PROVIDED:	22 TREES = 7 EXISTING + 15 PROPOSED

LANDSCAPE LEGEND

- EXISTING DECIDUOUS TREE TO REMAIN (TYP.)
- EXISTING CONIFEROUS TREE TO REMAIN (TYP.)
- EXISTING SHRUB TO REMAIN (TYP.)
- EXISTING EDGER TO REMAIN (TYP.)
- EDGER (TYP.)
- APPROXIMATE LIMITS OF SODDING / IRRIGATION, SOD ALL DISTURBED AREAS (TYP.)

LANDSCAPE KEYNOTES (A)

- (A) EXISTING EDGER TO REMAIN (TYP.)
- (B) ROCK MULCH, MATCH EXISTING (TYP.)
- (C) PROTECT VEGETATION IN PLACE (TYP.)
- (D) SOD (TYP.)
- (E) MAINTENANCE STRIP (TYP.)
- (F) RIP RAP, SEE CIVIL (TYP.)
- (G) KEEP PLANTINGS OUT OF THE BOTTOM OF DRAINAGE SWALE (TYP.)

PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL
CONIFEROUS TREE						
	BHS	3	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	B & B	6` HT.
	WHP	2	WHITE PINE	PINUS STROBUS	B & B	6` HT.
OVERSTORY TREE						
	BOL	5	BOULEVARD LINDEN	TILIA AMERICANA 'BOULEVARD'	B & B	2.5" CAL.
	IHL	3	IMPERIAL HONEYLOCUST	GLEDITSIA TRIACANTHOS VAR. INERMIS `IMPERIAL`	B & B	2.5" CAL.
	SSO	2	STREETSPIRE OAK	QUERCUS X BIMUNDORUM 'JFS-KW1QX'	B & B	2.5" CAL.

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SPACING
CONIFEROUS SHRUBS						
	SGJ	4	SEA GREEN JUNIPER	JUNIPERUS CHINENSIS `SEA GREEN`	#5 CONT.	5` O.C.
DECIDUOUS SHRUBS						
	ANH	8	ANNABELLE HYDRANGEA	HYDRANGEA ARBORESCENS `ANNABELLE`	#5 CONT.	4` O.C.

NOTE:
QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

ABBREVIATIONS:
B&B = BALLED AND BURLAPPED CAL. = CALIPER HT. = HEIGHT MIN. = MINIMUM O.C. = ON CENTER SP. = SPECIES
QTY. = QUANTITY

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RYAN A. HYLLESTED, PLA
DATE: 01/05/2026 LIC. NO. 53828 MN

KHA PROJECT	
161376000	
DATE	01/19/2026
SCALE	AS SHOWN
DESIGNED BY	CPK
DRAWN BY	CPK
CHECKED BY	RAH

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LANDSCAPE PLAN

1201 & 1301 CONCORD
PREPARED FOR
JADIAN IOS
SOUTH ST. PAUL MN

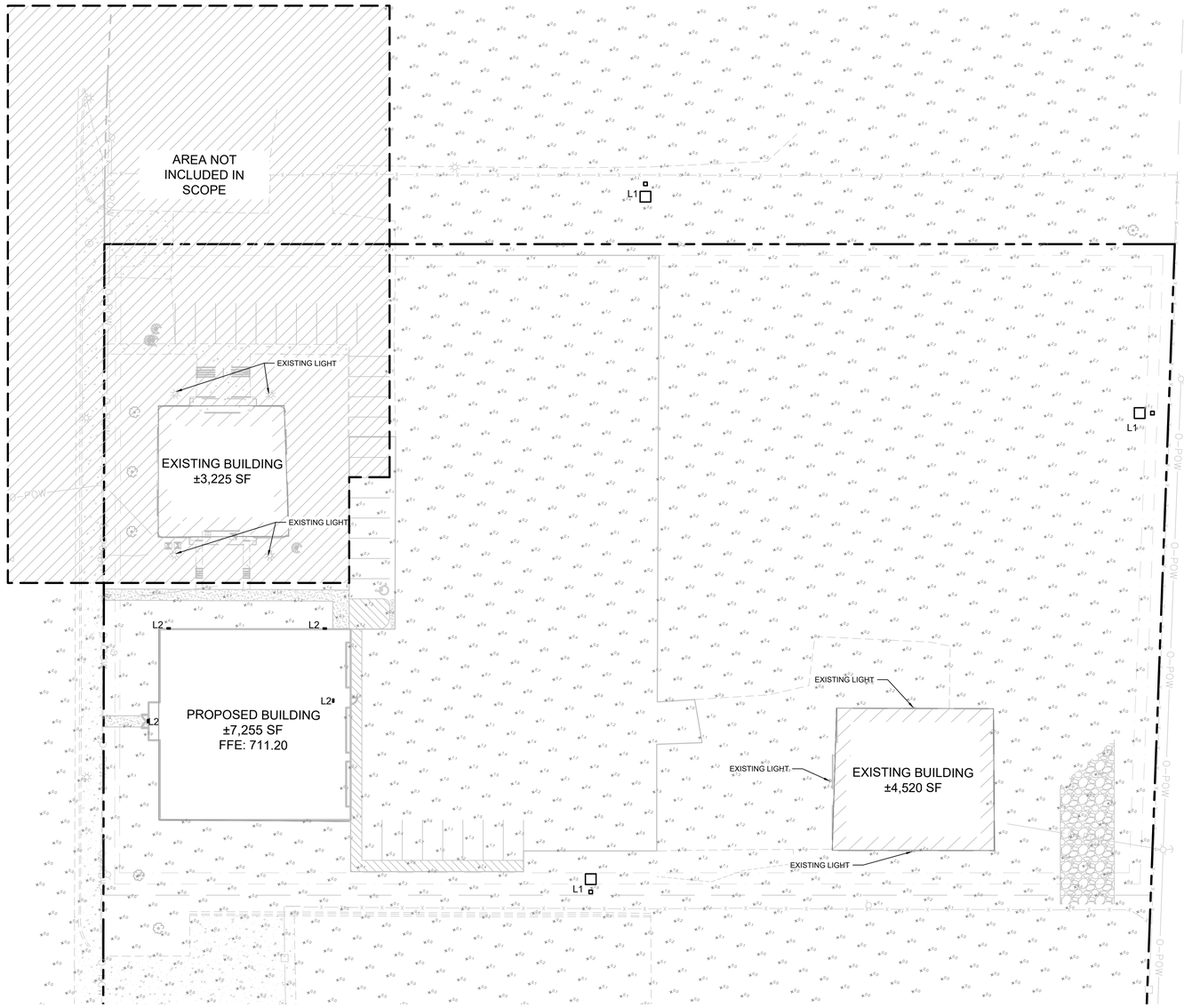
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ATTACHMENT 11
PHOTOMETRIC PLAN



FIXTURE SCHEDULE

SYMBOL	LABEL	QTY	MANUFACTURER/SERIES	CATALOG/MODEL NUMBER	MOUNTING	MOUNTING HEIGHT	LUMENS PER LAMP	COLOR TEMP.	WATTAGE	NOTES
	L1	2	LITHONIA	DSX2 LED P4 30K 70CRI TFTM EGS-F	POLE	35'	34359	3000K	277	-
	L2	4	LITHONIA	WDGE1 LED P2 30K 90CRI VW	WALL	10	1872	3000K	18	-

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DRAWN BY	CMH
CHECKED BY	MJS

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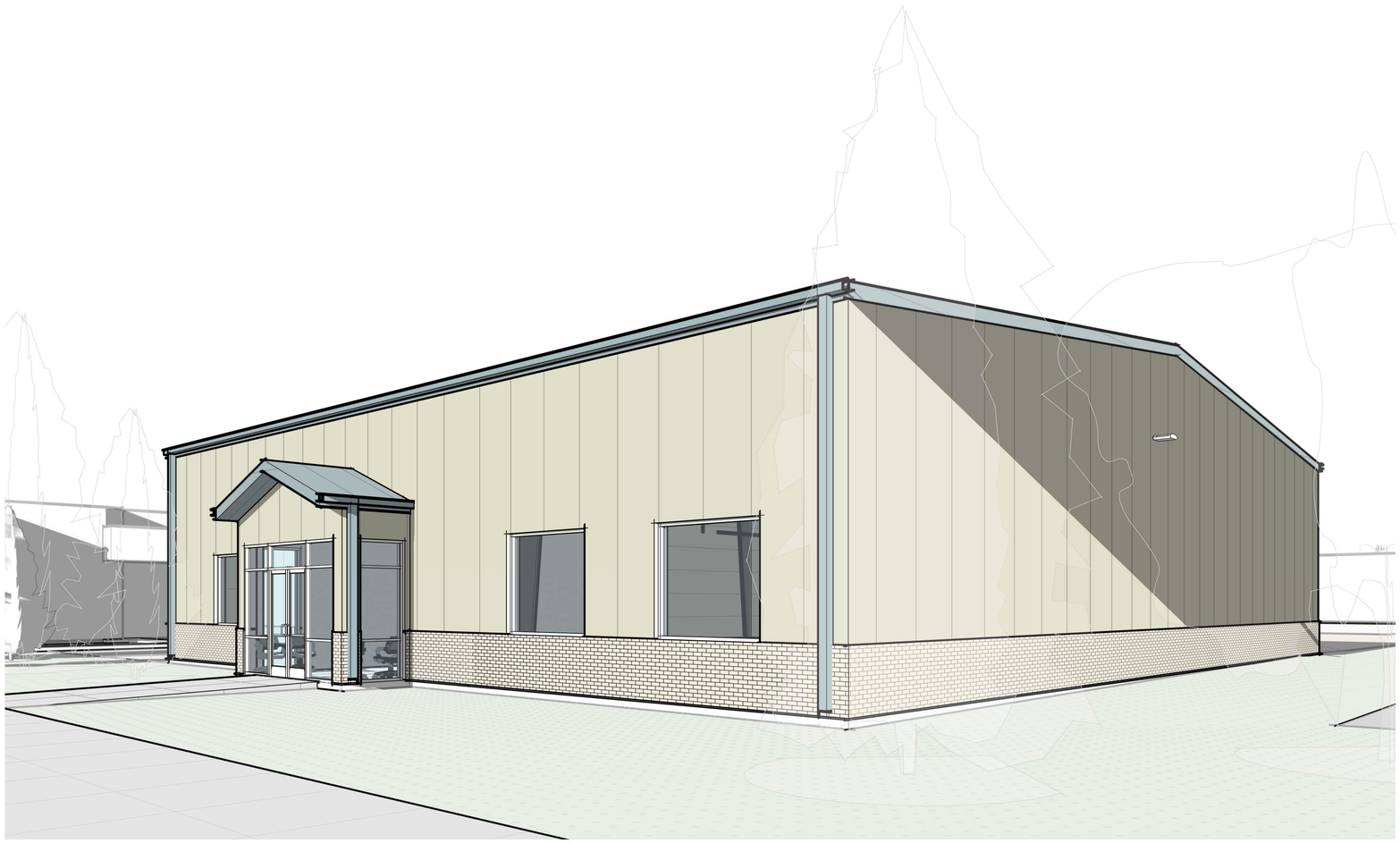
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ATTACHMENT 12
ARCHITECTURAL PLAN

JADIAN 1201 CONCORD ST.

1201 CONCORD ST S, SOUTH ST PAUL, MN 55075



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COVER

SHEET:

PT000

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CONCORD STREET SOUTH

1 PRESENTATION PLAN - SITE
1" = 20'-0"

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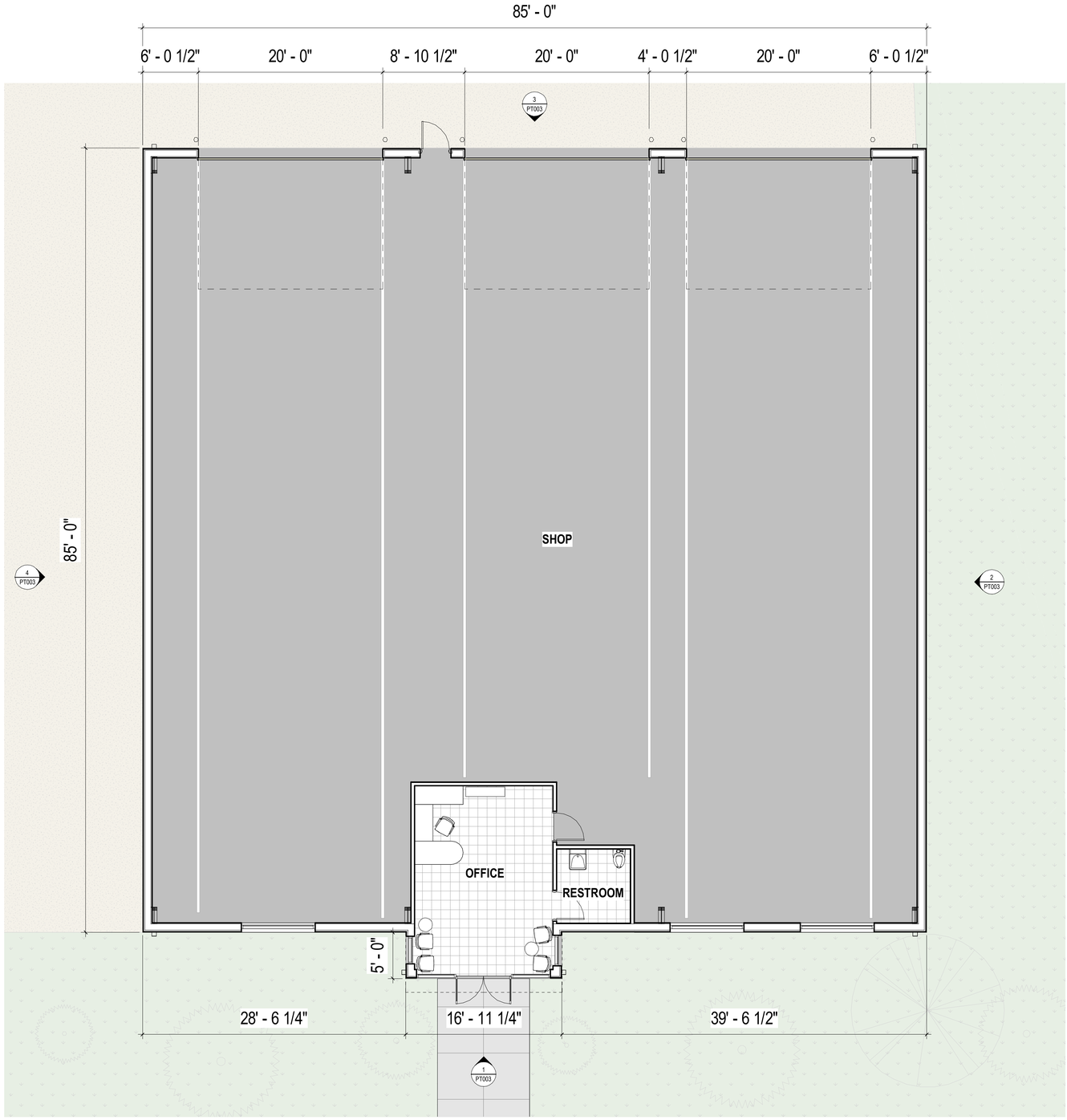
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OVERALL SITE PLAN

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1 PRESENTATION PLAN - LEVEL 1
3/16" = 1'-0"

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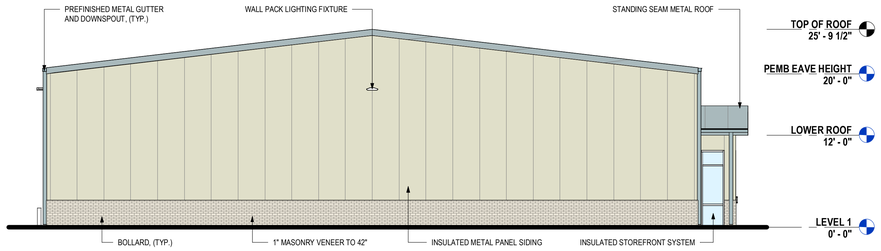
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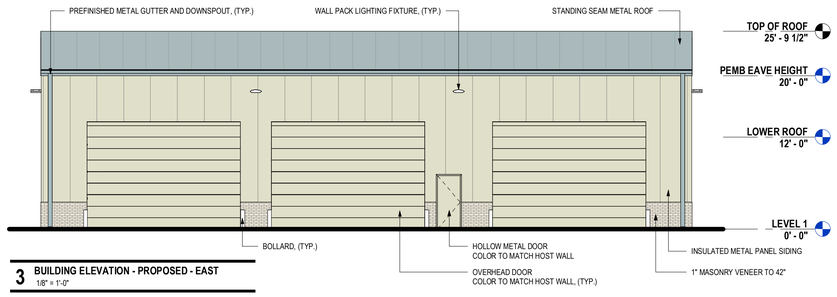
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OVERALL PLAN - LEVEL 1

SHEET:
PT002

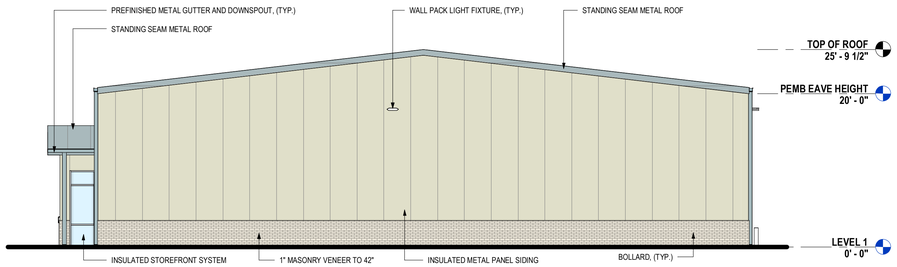
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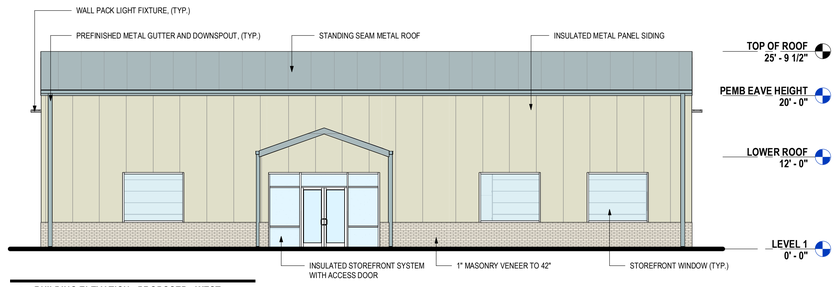
4 BUILDING ELEVATION - PROPOSED - NORTH
1/8" = 1'-0"



3 BUILDING ELEVATION - PROPOSED - EAST
1/8" = 1'-0"



2 BUILDING ELEVATION - PROPOSED - SOUTH
1/8" = 1'-0"



1 BUILDING ELEVATION - PROPOSED - WEST
1/8" = 1'-0"

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EXTERIOR BUILDING ELEVATIONS

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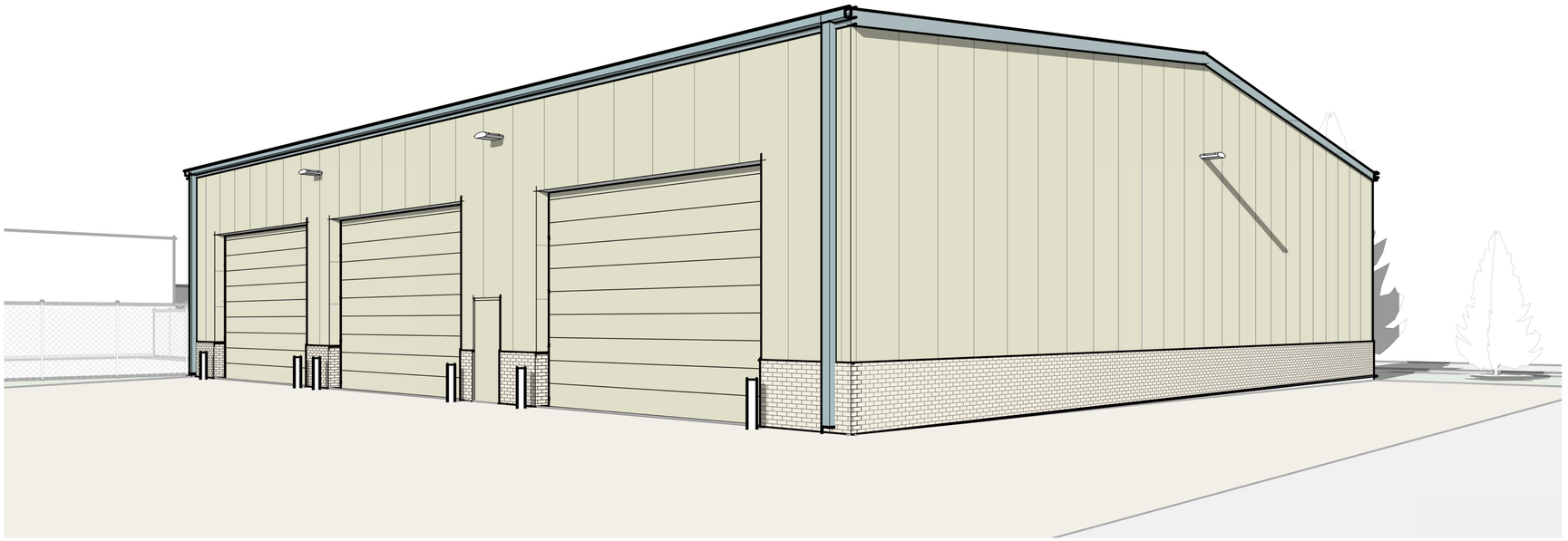
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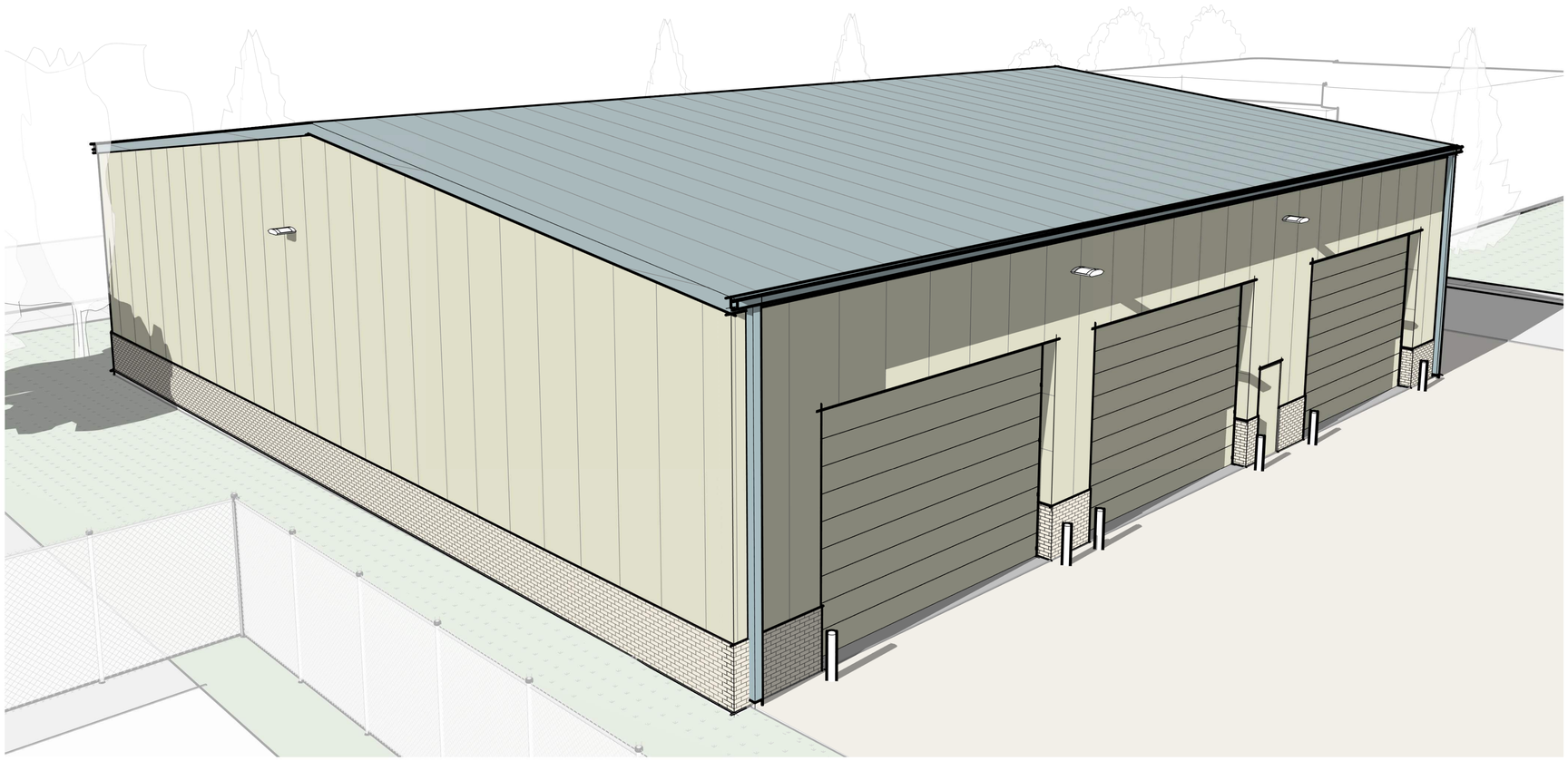
3D VIEWS

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3D VIEWS

SHEET:

PT005

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STYLWALL® II FLAT WALL SYSTEM

Create a smooth, clean appearance outside while enhancing energy efficiency inside.

With its embossed stucco pattern and concealed fastener construction, the StylWall® II Flat wall system creates a striking exterior aesthetic that will distinguish any structure. When you add enhanced energy efficiency and easy erectability, the system looks even more attractive.

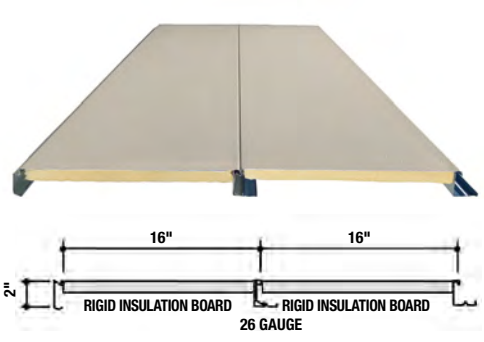
Choose the StylWall II Flat wall system to add distinctive architectural appeal in new or retrofit applications such as corporate offices, community facilities, or manufacturing plants.

ADD FUNCTIONAL BEAUTY

Each panel of the StylWall II Flat wall system is fastened to the wall structural system and then "locked" into the adjacent panel, concealing the fasteners for a beautiful monolithic look. The hidden fasteners not only enhance the building's exterior appearance, but also improve its security.







ENHANCE ENERGY EFFICIENCY

The inside face of the StylWall II Flat panel features a built-in rigid Thermax® insulation board that improves the wall's insulating properties and maintains the flatness of the panel. The tested U-factor of the panel with the laminated Thermax board allows you to reduce the need for added insulation and saves on the overall cost of the wall system.

INSTALLATION IS SMOOTH AS WELL

The panel's rigid backer combines with a special joint design to allow for simple and secure installation. Each panel is positioned perfectly by nesting against the previous panel, creating a uniform joint each time. Additionally, the 16-inch panel width, combined with the side "return leg," acts like a metal stud to allow almost any conventional flashing material to be easily fastened to the interior of the wall system.

VERSATILITY TO BUILD ON

The StylWall II Flat wall system includes predesigned and factory-fabricated transition materials that enable you to combine the panels with other Butler® wall systems, as well as conventional materials. The system also includes factory-fabricated windows and walk doors and overhead doors to assure a quality appearance.

ENHANCE THE BEAUTY AND DURABILITY

All StylWall II panels feature the high-quality Butler-Cote™ premium finish. Made with a 70% Kynar 500® or Hylar 5000® resin, this incredibly durable Fluoropolymer finish is the finest factory-applied finish in the industry warranted for 25 years.

STYLWALL® II FLAT WALL SYSTEM







StylWall panels lock together concealing fasteners and providing fast installation and a uniform exterior appearance.

KEY BENEFITS

- ✓ Smooth, clean exterior embossed appearance
- ✓ Concealed fasteners for monolithic look and added security
- ✓ Built-in rigid Thermax® insulation board for enhanced energy efficiency
- ✓ Special joint design on panel for simple and secure installation
- ✓ Factory-fabricated transition materials to create design versatility
- ✓ Butler-Cote™ 25-year finish system for years of beauty and durability





BUTLER OFFERS YOU MORE

Butler Builders provide complete construction services with single-source responsibility

- Reputable professionals with extensive knowledge of local building codes

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Form No. 4256 04/15

TextureWall™ Panel Wall System

Add a classic stucco appearance with lasting durability and enhanced efficiency



Create Classic Beauty

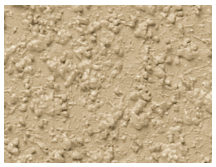
The exterior face of the TextureWall system features the Texture-Cote™ finish system—a hard aggregate-fiber-reinforced polymer finish that creates its characteristic stucco appearance. The metal interior face is finished in an attractive, virtually flat finish with a polyester white color that is USDA approved. This can act as a finished interior wall or can be used for the application of other wall materials.

Customize The Look

The rich textured surface of the Texture-Cote finish system is available in four attractive color options. Each is designed to complement other building materials, including Butler wall and roof systems. And with its 42-inch panel width, the TextureWall system creates a stunning monolithic stucco appearance.



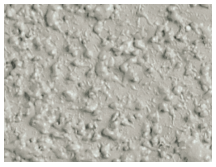
Aspen White II



Adobe II



White II



Gray II

Note: Colors shown may vary from actual samples due to variations in the printing process. Colors and color availability subject to change without notice.

The classic beauty of stucco. The enhanced performance of a Butler® building system. You can add this attractive combination of benefits with the TextureWall™ panel wall system. The textured look of this system makes it particularly ideal in instances where local building ordinances require a masonry or stucco exterior.

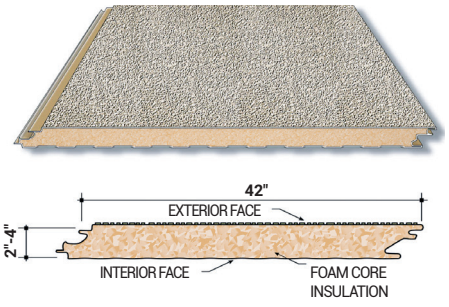
Choose the TextureWall system to add the beauty of stucco in applications such as retail centers, churches, recreational and community facilities, and more.

Assure Lasting Durability

The TextureWall system's durable surface resists the effects of impact, abrasion, and harsh weather. And unlike field-applied finishes that are vulnerable to damp or cold weather during installation, TextureWall panels can be erected in virtually any weather condition.

Built-in Energy Efficiency

The TextureWall system's factory-installed foam core insulation and thermal break joint design deliver excellent energy efficiency, with an R-value from 15 to 32 depending on panel thickness. The factory-applied joint sealant provides a complete wall system weather barrier. Panels are offered in 2 out to 4-inch thicknesses.



Fast Installation

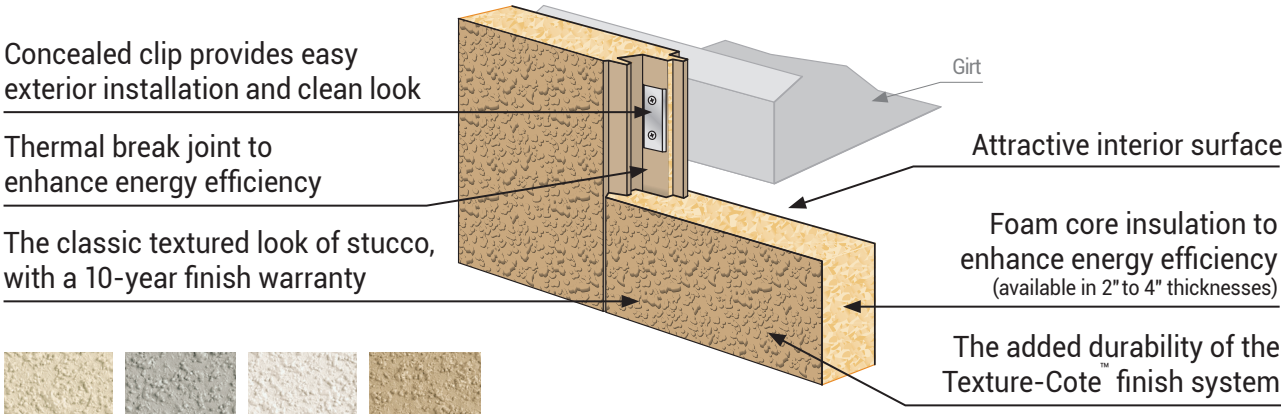
Installation of the Texture-Cote system can be performed from the exterior of the building, which saves time and money.

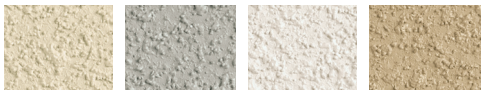
Compare Our Warranty

While many field-applied systems offer a prorated 5-year warranty on the coating material only, Butler stands behind the Texture-Cote finish system with a full 10-year warranty on material and application.

TextureWall™ Panel Wall System

Panel-to-Structure Attachment





Four attractive colors

The Butler Difference

Butler Builders provide complete construction services with single-source responsibility

- Reputable professionals with extensive knowledge of local building codes

Maximize your building's performance with a complete Butler® system solution

- Innovative structural, wall and roof systems
- Precision-engineered for seamless integration

Key Benefits

- The classic textured look of stucco satisfies many local building codes requiring masonry or stucco exteriors
- 10-year finish warranty
- Can be erected in virtually all weather conditions
- Foam core insulation and thermal break joint enhance energy efficiency
- Attractive interior metal panel provides finished look without the need for additional materials
- The added durability of the Texture-Cote™ finish system
- Four attractive colors
- Wide 42" panels create a monolithic appearance



Butler Manufacturing
Kansas City, MO
816-968-3000 **www.butlermfg.com**

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Form No. 5218 1/21

City of South St. Paul

Engineering Department

January 23, 2026

Planning Manager Michael Healy
125 3rd Avenue N
South St. Paul, MN 55075

Re: 1201 and 1301 Concord St S
Jadian IOS
Plan Review

Mr. Healy,

The Engineering Department reviewed the submittal for the Jadian IOS adaptive reuse and conditional use permit for 1201 and 1301 Concord Street S received January 9, 2026, and January 21, 2026. Engineering staff has the following comments:

General Engineering Items

1. An erosion control escrow in the amount of $3,000 per acre of disturbance will need to be provided at the time of permit approval per the City of South St. Paul's fee schedule regarding Grading/Fill/Land Alteration permits.
2. Applicant to submit a cost estimate for the public improvements (i.e. work associated with the connection to the City's catch basin). An escrow in the amount of 125% of the cost of the public improvements will be required prior to construction.
3. No permanent immovable improvements can be placed over the city utilities.

Survey, Existing Conditions, and Demolition Plan

1. Applicant to verify scale bar on the ALTA survey. It is currently reading as approximately 1" = 43.64'.
2. City records indicate that a sanitary manhole is located near the property line between 1201 and 1301 Concord St S. Applicant to confirm if this was found. It may be under the shipping container shown on the survey.
3. The ALTA survey indicates that the existing 20-ft wide sewer easement does not fully encompass the existing 18" diameter storm sewer. Applicant to vacate the easement that does not contain the storm sewer and establish a 20-ft wide easement that follows the centerline of the existing storm sewer.
4. A drainage and utility easement is needed over the existing sanitary sewer near the northern property line. The easement boundary shall be 10-ft from the centerline of the existing 12" diameter sanitary sewer. The easement location cannot be determined until the sanitary manholes are located.
5. A Drainage and Utility easement is needed over the existing storm sewer and sanitary sewer near the eastern edge of the properties. The easement location cannot be

determined until the sanitary manholes in the area are located. The easement must include the following:

a. West boundary: 15 ft from the centerline of the existing 48" diameter storm sewer OR 10 ft from the centerline of the existing 15" sanitary sewer, whichever is farther west
b. East boundary: 15 ft from the centerline of the existing 48" diameter storm sewer OR 10 ft from the centerline of the existing 15" sanitary sewer, whichever is farther east

Erosion Control Plan

1. The site will disturb more than one acre of land and therefore is required to obtain a construction stormwater permit through the Minnesota Pollution Control Agency (MPCA) and prepare a Stormwater Pollution Prevention Plan (SWPPP).
2. Applicant to indicate what material is being used to stabilize turf areas on the erosion control sheets (sod, seeding, etc.).
3. Due to the site being within one (1) mile of the Mississippi River, temporary seeding or stabilization is required for disturbed areas that will be inactive for seven (7) days or more.

Site Plan

1. The existing parking lot on the north side of the existing building has stalls signed for handicap parking. However, these stalls are not ADA compliant and should not be signed as such unless the stalls are upgraded to meet current ADA standards.
2. As proposed the ADA accessible route to the new building from the parking area utilizes sidewalk in Dakota County right-of-way. Applicant shall acknowledge that they will have to provide an accessible route to the proposed building if any County work closes or impacts the sidewalk in front of the building.

Sanitary Sewer and Watermain Plan

1. Any water shutoffs, if needed, shall be coordinated with the City of South St. Paul Public Works Department. A 48-hour notice to impacted properties is required prior to a water shutoff. No contractor shall work gate valves on South St. Paul's water system.
2. Applicant to review and update the proposed sanitary service. It appears that the proposed service and existing storm sewer cross at nearly the same invert elevation based on the plan and survey notes. Please note that utility crossings with less than 18" of separation will require 4" polystyrene insulation, or engineer approved equal, between pipes.
3. Applicant to coordinate with South St. Paul Engineering and/or Public Works staff prior to connecting the proposed sanitary service to the existing manhole.
4. Applicant to confirm how the existing water service layout to 1201 Concord Street S was determined. The layout does not match what is on record with the city, which shows the water and sewer services entering the west side of the building. See attached site plans.

5. Applicant to install a private hydrant to provide fire protection for the existing and proposed buildings on the site. South Metro Fire Department staff and engineering staff will review the proposed hydrant location. Any hydrant within a parking lot or outdoor storage area shall be protected from vehicles with bollards.
6. The proposed gravel driveway between 1201 and 1301 Concord Street S may be over a sanitary manhole based on city utility records. Any castings for public utilities within the footprint of the gravel driveway must be adjusted to grade per City standards.

Storm Sewer and Grading

1. A Stormwater Maintenance Agreement will be required and must be recorded against the properties. It shall be the responsibility of the property owner to maintain all private stormwater facilities. City staff will prepare the agreement using the city's template and provide to the applicant for review.
2. Applicant is proposing to connect the private facilities to a catch basin on Concord Street S. Applicant to confirm how the connection is being made as there is not a pipe stubbed to the property. Any modifications to the existing catch basin must meet City standards.
3. Applicant to clarify how much runoff is being directed to the catch basin on Concord Street and if the existing system has capacity to take this additional runoff. As-builts for the city infrastructure are attached to this memo.
4. Applicant to confirm if the casting of the storm manhole in the proposed paving area needs to be adjusted to match proposed pavement elevations. Follow City standards if needed.

Landscaping

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

Permits Required from Other Agencies

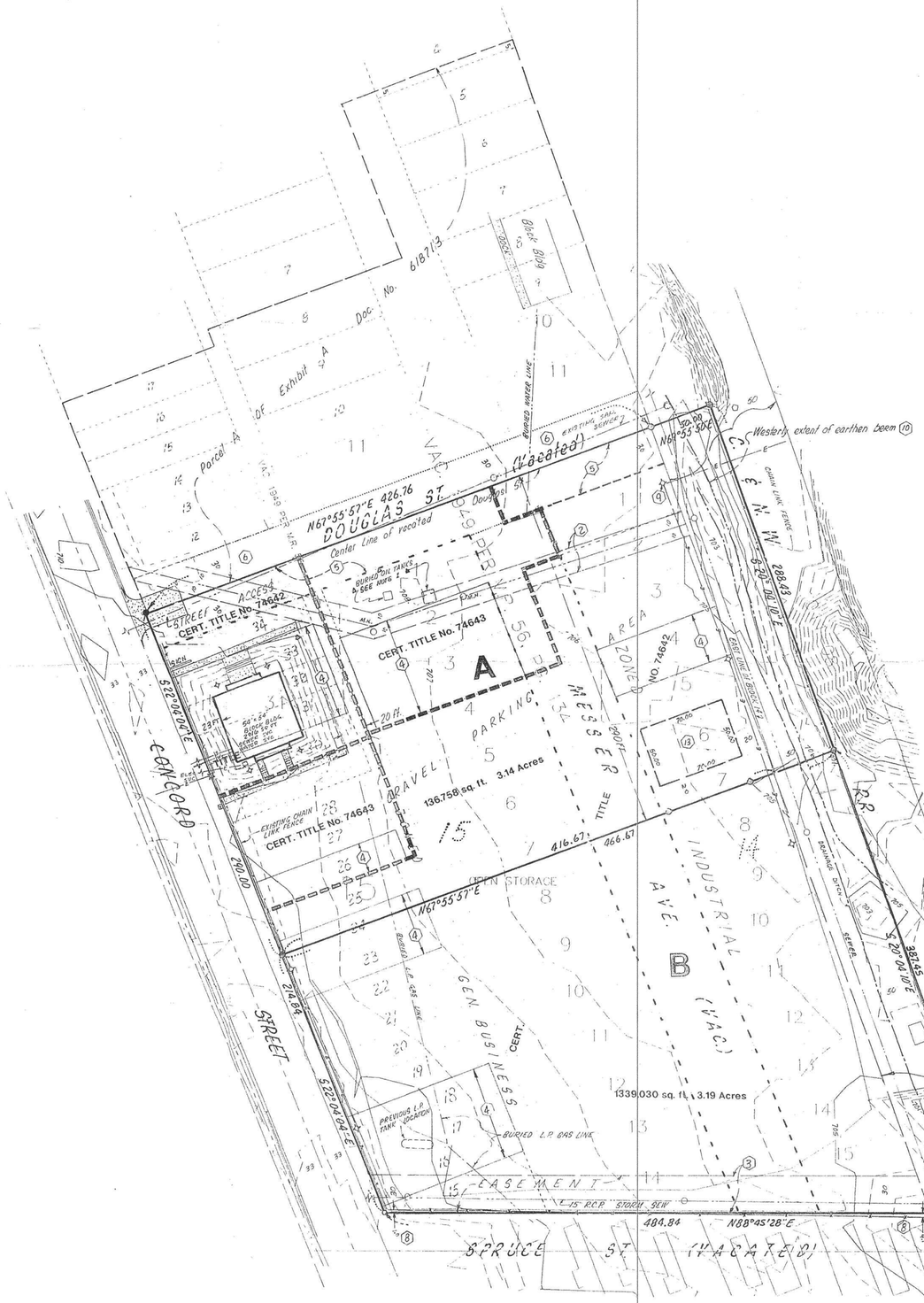
1. NPDES and MPCA Construction Stormwater Permit
   https://www.pca.state.mn.us/business-with-us/construction-stormwater
2. Dakota County Right-of-Way Permit

Please let me know if you have any questions regarding these comments.

Sincerely,

Kelsey Gelhar, P.E.
City Engineer

1201 So Concord
Quitclaim Brush 5
Stump Removal



PROPOSED LEGAL DESCRIPTION
PARCEL A

That part of the following described property which lies northwesterly of a line which is parallel with and 290.00 feet southeasterly of the center line of vacated Douglas Street as shown on the plat of Spring Park, Dakota County, Minnesota.

That part of Blocks 14 and 15, Spring Park, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, together with the vacated streets, avenues and alleys that accrued thereto by reason of said vacation, lying within the following described lines: Beginning at the intersection of the North line of vacated Spruce Street and the easterly line of Concord Street as now improved and traveled; thence northerly along the easterly line of Concord Street to its intersection with the center line of vacated Douglas Street; thence easterly along said center line to its intersection with the easterly line of said Block 14 extended northerly; thence southerly along the easterly line of Block 14 to a point on the North line of said Spruce Street; thence westerly along said North line to the point of beginning; together with the westerly 50 feet of the abandoned railroad right-of-way lying adjacent to and easterly of the above property.

PROPOSED LEGAL DESCRIPTION
PARCEL B

That part of the following described property which lies southeasterly of ~~the~~ a line which is parallel with and 290.00 feet southeasterly of the center line of vacated Douglas Street as shown on the plat of Spring Park, Dakota County, Minnesota.

That part of Blocks 14 and 15, Spring Park, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, together with the vacated streets, avenues and alleys that accrued thereto by reason of said vacation, lying within the following described lines: Beginning at the intersection of the North line of vacated Spruce Street and the easterly line of Concord Street as now improved and traveled; thence northerly along the easterly line of Concord Street to its intersection with the center line of vacated Douglas Street; thence easterly along said center line to its intersection with the easterly line of said Block 14 extended northerly; thence southerly along the easterly line of Block 14 to a point on the North line of said Spruce Street; thence westerly along said North line to the point of beginning; together with the westerly 50 feet of the abandoned railroad right-of-way lying adjacent to and easterly of the above property.

- o Found iron pipe
- ○ Denotes iron pipe set, No. 16099
- ☆ Light pole
- △ Monitoring well
- —E— Overhead electric line
- T Telephone cable box

Scale 1 inch = 50 Feet
0 25 50 100 200
Scale in Feet

PAUL R. McLAGAN & SON
MINNESOTA REGISTERED LAND SURVEYORS
6015 CAHILL AVENUE INVER GROVE HEIGHTS MN. 55076
(612)457-3645
Fax (612)457-8642

ALTA/ACSM Land Title Survey

FOR Robert B. Schlieske

DATE May 29, 1996

Sheet of

Job. No. 07695

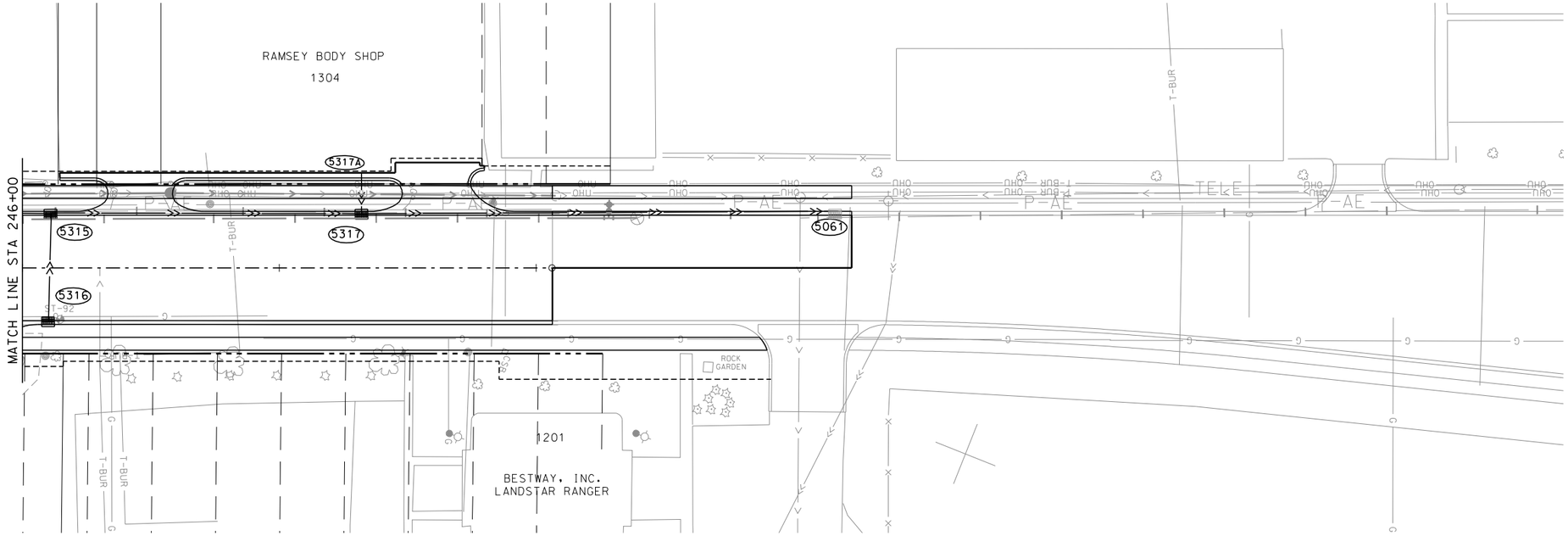
I Hereby Certify that this survey, plan or report was prepared by me under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

PRELIMINARY

William Brown R.L.S MINN. REGISTRATION NO.

Revisions

CSAH 56 (Concord Street)



LEGEND

- MANHOLE
- CATCH BASIN
- STORM PIPE
- PE DRAIN PIPE (CONNECTION TO DRAINAGE STRUCTURE IS INCIDENTAL. SEE DETAIL)

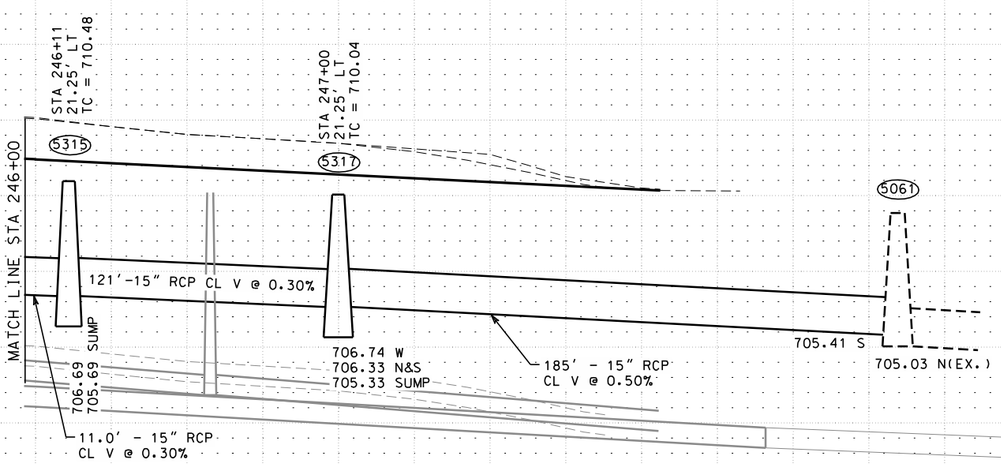
(1) POSSIBLE SAN. SEWER SERVICE CONFLICT (VERIFY IN FIELD). COORDINATE SAN. SEWER SERVICE RECONNECTIONS WITH WATER MAIN CONSTRUCTION. PAID FOR AS LIN.FT. OF 4".6" OR 8" PVC AND RECONNECT SANITARY SEWER SERVICE.ANY BENDS AND/OR WYES ARE CONSIDERED INCIDENTAL.

NOTES:
ALL EXISTING SANITARY SEWER SERVICE CONNECTIONS TO REMAIN IN OPERATION AT ALL TIMES

0 25 FT 50 FT

BENCH MARK ELEV 718.41
TNH SW Quad Concord Blvd
and 65TH Street E.

BENCH MARK ELEV 718.20
TNH SW Quad Concord Street
and Chestnut Street



246+00 247+00 248+00 249+00 250+00 251+00 252+00

NO.	DATE	BY	CHK	REVISIONS

Design By: NEH
Plan By: LD
Checked By: AJP
Approved By: JWS

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

CERTIFIED BY: Jeff W. Stewart
LICENSED PROFESSIONAL ENGINEER - JEFF W. STEWART, PE
DATE: 03/11/09 LIC. NO: 16511

WSB & Associates, Inc.
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
www.wsbeng.com
763-541-4800 - Fax 763-541-1700
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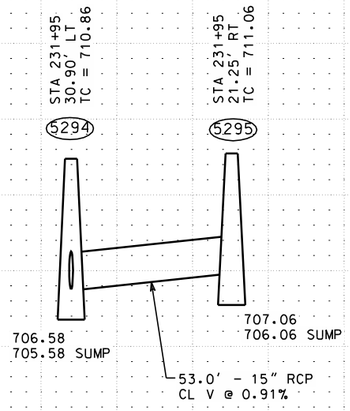
COUNTY 56

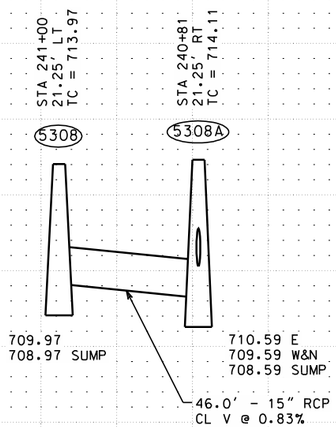
CSAH 56 Improvements - Phase 3
Inver Grove Heights & South St. Paul
Dakota County, Minnesota

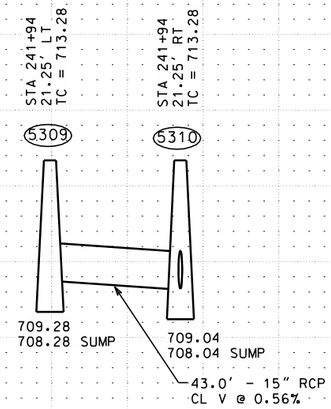
DAKOTA COUNTY, MINNESOTA
STA 246+00 TO STA 252+00
STORM SEWER PLAN & PROFILE
S.A.P. 19-656-06 (CTB)/178-020-18/168-020-10/C.P. 56-07/2007-013

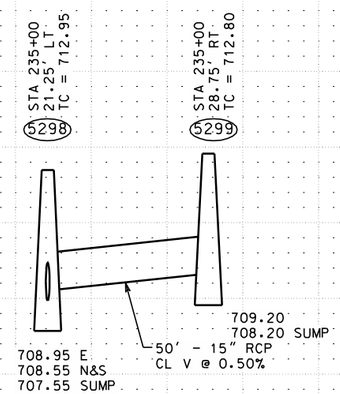
SHEET 174 OF 311 SHEETS

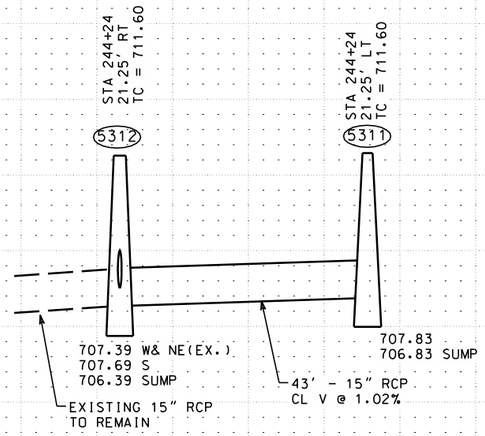
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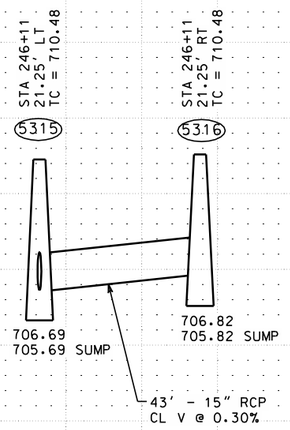


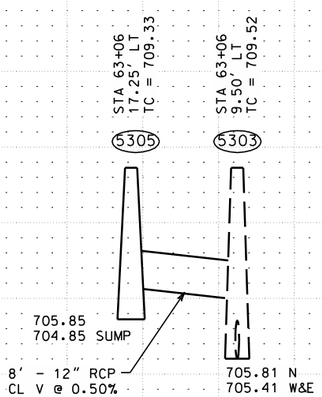


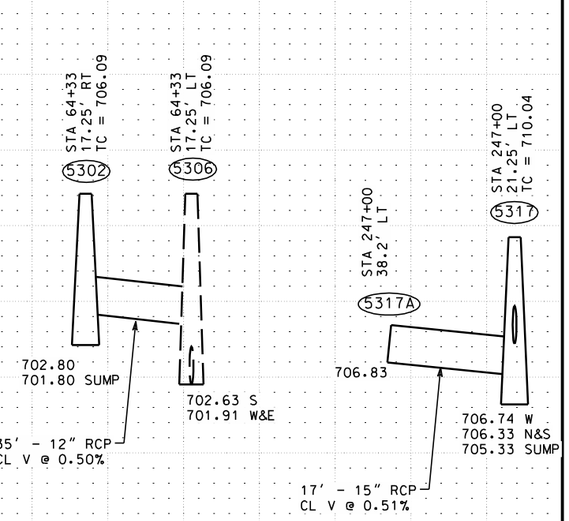












NO.	DATE	BY	CHK	REVISIONS

Design By: NEH
Plan By: LD
Checked By: AJP
Approved By: JWS

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CERTIFIED BY: Jeff W. Stewart
LICENSED PROFESSIONAL ENGINEER - JEFF W. STEWART, PE
DATE: 03/11/09 LIC. NO: 16511

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COUNTY 56

CSAH 56 Improvements - Phase 3
Inver Grove Heights & South St. Paul
Dakota County, Minnesota

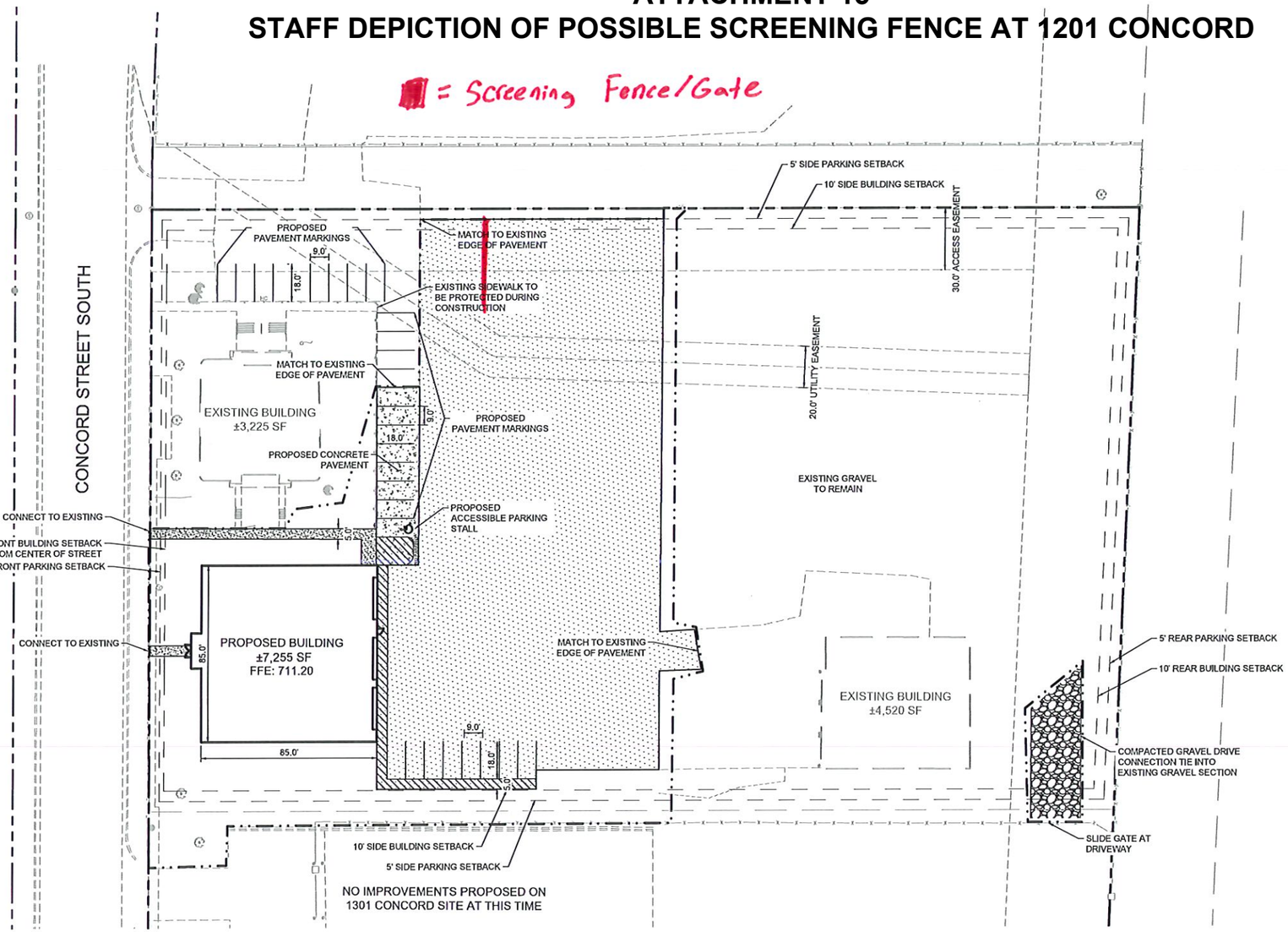
DAKOTA COUNTY, MINNESOTA

STORM SEWER PROFILES
S.A.P. 19-656-06 (CTB)/178-020-18/168-020-10/C.P. 56-07/2007-013

SHEET 181 OF 311 SHEETS

Date Printed: 9/20/2013
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ATTACHMENT 15
STAFF DEPICTION OF POSSIBLE SCREENING FENCE AT 1201 CONCORD



Note: The fence shown on this plan is just one example of how a fence could be placed to provide screening for the driveway area. Staff is comfortable with this screening fence being anywhere in the driveway area as long as it is not closer to the front property line than the principal structure. The Applicant can propose a location that will work well for their operation.

LEGEND

- PROPERTY LINE
- SETBACK LINE
- DRAINAGE AND UTILITY EASEMENT
- EXISTING FENCE
- STANDARD DUTY ASPHALT PAVEMENT - MATCH EXISTING SECTION
- CONCRETE PAVEMENT - MATCH EXISTING SECTION
- CONCRETE SIDEWALK - MATCH EXISTING SECTION
- GRAVEL PAVEMENT - MATCH EXISTING SECTION

SITE PLAN NOTES

1. REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF STOOPS, TRUCK DOCKS, TRASH ENCLOSURES & PRECISE BUILDING DIMENSIONS. REFER TO THE SITE ELECTRICAL PLAN FOR LOCATIONS OF PROPOSED LIGHT POLES, CONDUITS, AND ELECTRICAL EQUIPMENT.
2. REFER TO CERTIFIED SITE SURVEY OR PLAT FOR EXACT LOCATION OF EXISTING EASEMENTS, PROPERTY BOUNDARY DIMENSIONS, AND ADJACENT RIGHT-OF-WAY & PARCEL INFORMATION.
3. DIMENSIONS AND RADII ARE DRAWN TO THE FACE OF CURB, UNLESS OTHERWISE NOTED. DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT, AND AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
4. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING EXISTING SITE IMPROVEMENTS THAT CONFLICT WITH THE PROPOSED WORK, INCLUDING BUT NOT LIMITED TO TRAFFIC SIGNS, LIGHT POLES, ABOVEGROUND UTILITIES, ETC. PERFORM WORK IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS. COST SHALL BE INCLUDED IN BASE BID.
5. TYPICAL PARKING STALL DIMENSIONS SHALL BE 9.0-FEET IN WIDTH AND 18-FEET IN LENGTH UNLESS OTHERWISE INDICATED.

GRAPHIC SCALE IN FEET
0 15 30 60

Know what's below. Call before you dig.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
MATTHEW J. SORENSON, PE
DATE: 01/05/2026 LIC. NO. 50721

KHA PROJECT	161376000
DATE	01/19/2026
SCALE	AS SHOWN
DESIGNED BY	AJE
DRAWN BY	AJE
CHECKED BY	MJS

ISSUED FOR REVIEW - NOT FOR CONSTRUCTION

SITE PLAN

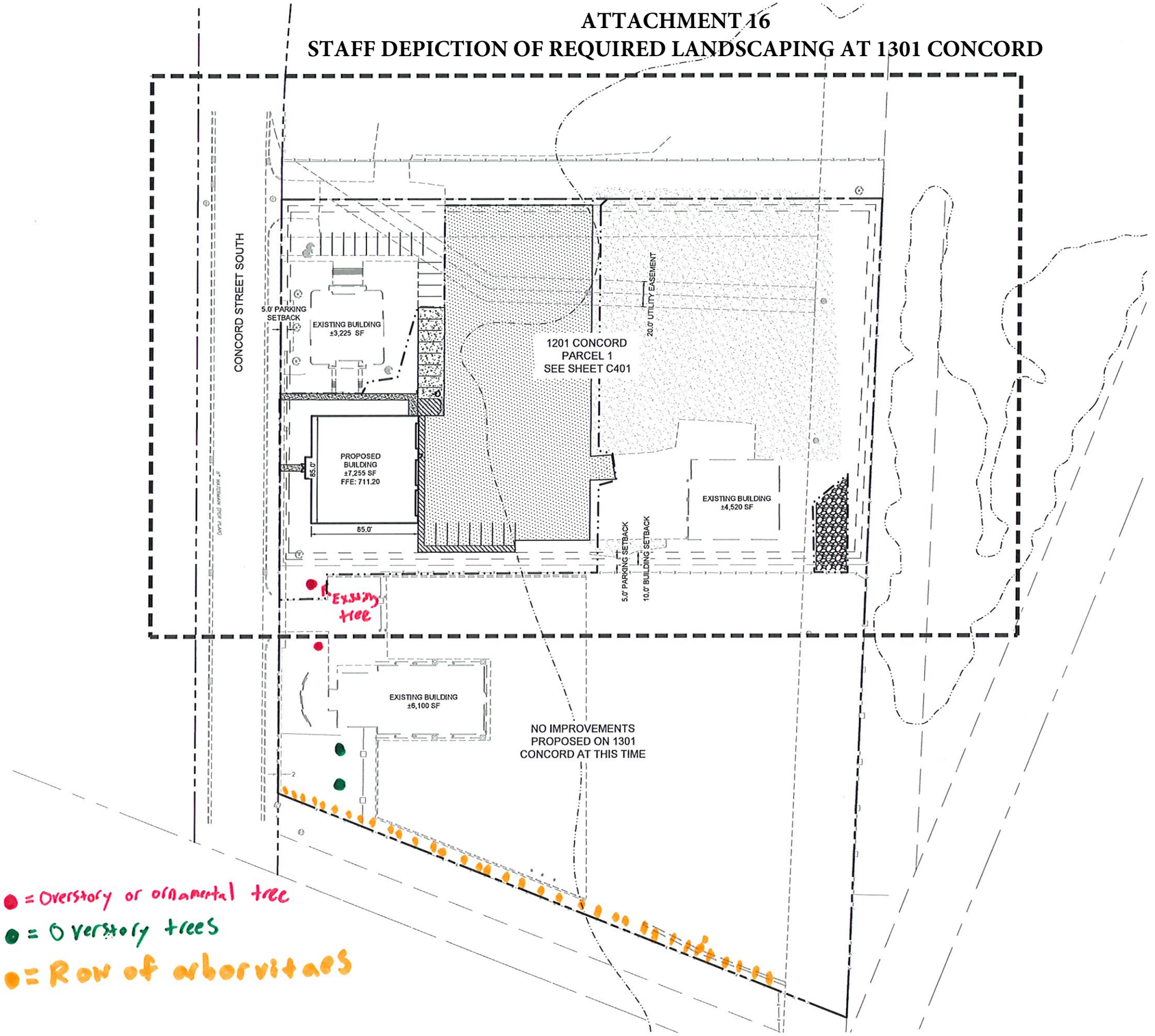
1201 & 1301 CONCORD
PREPARED FOR
JADIAN IOS
SOUTH ST. PAUL MN

SHEET NUMBER
C401

K:\TWC_LDEV\jadian ios\south st paul, mn\3 Design\CAD\plansheets\C4-SITE PLAN.dwg January 19, 2026 - 10:10am

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

ATTACHMENT 16
STAFF DEPICTION OF REQUIRED LANDSCAPING AT 1301 CONCORD



LEGEND

- PROPERTY LINE
- SETBACK LINE
- FEMA FLOODEZONE LIMITS
- DRAINAGE AND UTILITY EASEMENT
- PROPOSED CURB AND GUTTER
- STANDARD DUTY ASPHALT PAVMENT
- CONCRETE SIDEWALK
- CONCRETE PAVEMENT

SITE PLAN NOTES

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

PROPERTY SUMMARY		
	PARCEL 1201	PARCEL 1301
TOTAL PROPERTY AREA	3.14 AC / 136,780 SF	2.86 AC / 124,604 SF
DISTURBED AREA	1.33 AC / 58,014 SF	0.06 AC / 2,388 SF
EXISTING IMPERVIOUS AREA	2.28 AC / 99,461 SF	2.10 AC / 91,590 SF
EXISTING PERVIOUS AREA	0.86 AC / 37,319 SF	0.76 AC / 33,014 SF
PROPOSED IMPERVIOUS AREA	2.27 AC / 99,019 SF	2.10 AC / 91,590 SF
PROPOSED PERVIOUS AREA	0.87 AC / 37,761 SF	0.76 AC / 33,014 SF
NET DECREASE IN IMPERVIOUS AREA	0.01 AC / 442 SF	0.00 AC / 0 SF
AREA OF WETLAND IMPACT	0.00 AC / 0 SF	0.00 AC / 0 SF

SITE DATA	
EXISTING ZONING	GB - GENERAL BUSINESS
PROPOSED ZONING	PUD - PLANNED UNIT DEVELOPMENT
PARKING SETBACKS	SIDE/REAR = 5' RIGHT OF WAY = 5'
BUILDING SETBACKS	FRONT = 40' FROM CENTER OF STREET SIDE = 10' REAR = 10' RIGHT OF WAY = 32'

BUILDING DATA		
	PARCEL 1201	PARCEL 1301
TOTAL BUILDING AREA	7,743 SF	6,097 SF
PERCENT OF TOTAL PROPERTY AREA	5.66%	4.89%

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

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

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No.	REVISIONS	DATE	BY

Kimley»Horn

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

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

MATTHEW J. SORENSON, PE
DATE: 01/05/2026 LIC. NO. 58721 MN

KHA PROJECT 161376000
DATE 01/19/2026
SCALE AS SHOWN
DESIGNED BY AJE
DRAWN BY AJE
CHECKED BY MJS

OVERALL SITE PLAN

1201 & 1301 CONCORD
PREPARED FOR
JADIAN IOS
SOUTH ST. PAUL MN

SHEET NUMBER
C400

K:\TWC_LDEV\jadian lost\south st paul, mn\3 Design\CAD\plansheets\C4-SITE PLAN OVERALL.dwg January 19, 2026 - 10:10am
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

ATTACHMENT 17

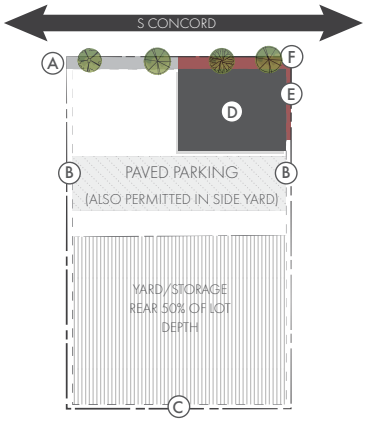
EXTERIOR BUILDING MATERIAL CLASSIFICATION CHART FROM CODE SECTION 118-9

Class I	
	Architectural metal panels which cover a wall—i.e., copper, aluminum composite metal panels (ACM)
	Brick (integrally colored); clay based masonry units
	Natural stone
	Transparent glass/spandrel glass
	Other comparable or superior materials (as approved by city council)
Class II	
	Architecturally precast textured concrete panels
	Concrete brick
	Masonry stucco
	Specialty concrete block such as textured, burnished block or rock faced block
	Manufactured stone provided it replicates the appearance of natural stone, not concrete block
	Tile (masonry, stone or clay)
	Other comparable or superior materials (as approved by city council)
Class III	
	Cement based architectural products (e.g., Quik Brik and HardieBoard)
	Exterior insulation and finish systems (EIFS) (synthetic stucco)
	Opaque or mirror window panels
	Ornamental metal as an accent to the building
	Other comparable or superior materials (as approved by city council)
Class IV	
	Glass block
	Industrial grade concrete precast panels
	Smooth concrete block
	Smooth scored concrete block
	Smooth concrete tip up panels
	Wood
	Other comparable or superior materials (as approved by City Council)
Class V	
	Steel, sheet or corrugated aluminum, or iron provided it is coated or anodized with a nonreflective, glare-free finish
	Any other material not within the standards set forth in subsection (c)(4)a.

Figure 9. *Proposed Urban Standards: Business Flex Zoning District*

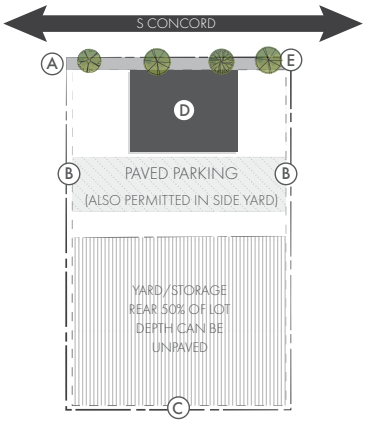
LOTS AT INTERSECTION OF SOUTH CONCORD + RICHMOND

- (A) 20' FRONT BUILD-TO LINE
- (B) 5' SIDE YARD SETBACK
- (C) 2' REAR YARD SETBACK
- (D) MINIMUM 15,000 SF BUILDING OR 25% OF LOT AREA, WHICHEVER IS LESS
- (E) BUILDING MUST OCCUPY AT LEASE 45% OF FRONTAGE AT BUILD-TO LINE
- (F) REQUIRED PLANTING AREA



TYPICAL LOT FRONTING SOUTH CONCORD

- (A) 20' FRONT BUILD-TO LINE
- (B) 5' SIDE YARD SETBACK
- (C) 2' REAR YARD SETBACK
- (D) MINIMUM 15,000 SF BUILDING OR 25% OF LOT AREA, WHICHEVER IS LESS
- (E) REQUIRED PLANTING AREA



- REQUIRED BUILDING FRONTAGE
- 20' BUILD-TO LINE
- YARD/STORAGE SETBACK (50% LOT DEPTH)

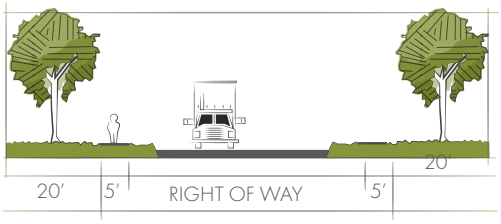


Figure 10. *Proposed Urban Standards: Business Flex Zoning District*

GENERAL BUSINESS 'FLEX'

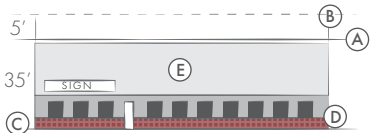
IN ADDITION TO GB USES:

- MINIMUM 15,000 SF BUILDING OR 25% OF LOT AREA, WHICHEVER IS LESS
- OUTDOOR STORAGE LIMITED TO REAR 50% OF LOT
- BUILD-TO LINE AT 20'
- PLANTING AREA WITHIN FIRST 20'



PROPOSED ARCHITECTURAL STANDARDS

- (A) 35' HEIGHT PERMITTED
- (B) 45' HEIGHT CONDITIONAL
- (C) MIN. 42" MASONRY BASE
- (D) MIN. 25% GLAZING (FIRST 12')
- (E) VARIETY OF FINISH MATERIALS ALLOWED





CITY COUNCIL AGENDA REPORT

DATE: February 17, 2026
DEPARTMENT: Planning & Zoning
PREPARED BY: Monika Miller
AGENDA ITEM NUMBER: 11.B.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Wakota North 2nd Addition Preliminary and Final Plat

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Adopt Resolution 2026-23 approving the Wakota North 2nd Additional Preliminary Plat and Final Plat

OVERVIEW
Application

The Applicant, the City of South St. Paul, is seeking preliminary and final plat approval for the plat to be known as "Wakota North 2nd Addition." The plat will create new right-of-way that will extend Verderosa Avenue south of the DNR Boat Launch Park and then west out to Hardman Avenue South via Marley Danner Drive.

Background

For many years, the City has worked to position the area south of Interstate 494, east of Hardman Avenue, and north of Dakota Bulk Terminal for redevelopment. Redevelopment in this area has been challenging for a number of reasons, including the poor soil conditions resulting from previous uses in the area. Prior to the 1980s, most of the land in this area was part of the Metropolitan Waste Control Commission (MWCC, now the Metropolitan Council/Metro Sewer Board) sewage treatment plant and/or the South St. Paul Dump. The sewage treatment facility was in operation between the 1930s and mid-1980s and included multiple, large outdoor treatment ponds. In the late 1980s, the City started to pursue opportunities to purchase this land for future redevelopment after the sewage treatment plant was decommissioned. The first successful redevelopment in this area was the opening of the DNR Boat Launch in 1993.

Today, the City owns about 40 acres of land and the Metropolitan Council owns around 6 acres in this area. In an effort to continue to support the redevelopment efforts, the City is pursuing a preliminary and final plat that would create a new roadway that effectively continues Verderosa Avenue south of its existing terminus at the DNR Boat Launch Park and then west out to Marley Danner Drive which connects into Hardman Avenue South. To accommodate the roadway, several existing parcels will be reconfigured. This creation of the new right-of-way will create

secondary access to and from the DNR Boat Launch Park from Hardman Avenue South and position several existing city-owned parcels to support redevelopment. The City is proposing to construct a new public works facility just south of the DNR Boat Launch and so road access to the site is critical.

This plat will also help alleviate the site access issues at the DNR Boat Launch Park. There is an at-grade Union Pacific Railroad track crossing at Verderosa Avenue underneath the Interstate 494 bridge. Union Pacific frequently park trains in a manner that blocks the railroad crossing while they switch out crews. Park users can be trapped at the park for 10-40 minutes while Union Pacific conducts these operations. The existing configuration makes it impossible for nearby industrial park employees to enjoy the park during their lunch break since they may be trapped by a train and it also deters the public from using the only park with direct boat access to the Mississippi River.

Preliminary and Final Plat Overview

The purpose of the Wakota North 2nd Addition plat is to create a new road right-of-way through 6 existing parcels to extend Verderosa Avenue south through the parcels and then west towards Hardman Avenue South via Marley Danner Drive. In addition to creating the new right-of-way, the existing 6 parcels will be reconfigured to accommodate the new roadway. The final orientation of the 46-acre plat will create two (2) "buildable" lots, three (3) outlots, and one (1) new road right-of-way in the following sizes:

- The Met Council's lift station site would be Lot 1, Block 1 and will be approximately 4.9 acres in size.

- The DNR Boat Launch Park site which contains the Mississippi River Greenway trail and the Wakota Trailhead will be Lot 1, Block 2 and will be approximately 10.5 acres in size.

- The stormwater pond parcel would be Outlot A which will be 7.2 acres in size.

- The large parcel that contains the community gardens and the site that will be redeveloped in the future for the new public works building will be Outlot B. Outlot B will be 16.3 acres in size. *This outlot will be subdivided again in the near future with another plat.*

- The green space parcel that is adjacent to the Danner site that the City is holding onto for river beautification and environmental protection will be Outlot C. Outlot C will be 4

acres in size

- The new Verderosa Avenue right-of-way will be approximately 3.4 acres.

The two lots that are considered “buildable” are the DNR Boat Launch Park site (which contains the Mississippi River Greenway trail and the Wakota Trailhead) and the MCES lift station site. The subdivision ordinance does not allow buildings on outlots, so both parcels should be platted as buildable lots to avoid creating a non-conformity as part of the plat. The City has no plans to build or remove structures on these lots. The parcel that includes the space for the future public works building will need to be subdivided again in the future to be eligible to have a building constructed on it.

Review of Preliminary and Final Plat

The proposed preliminary and final plat comply with the minimum requirements for a plat. Lot size requirements for a plat are determined by the underlying zoning district of the parcels being subdivided. All parcels that are being subdivided are zoned I, Industrial district. The minimum lot size in the industrial zoning district is 1 acre. Block length within a plat is generally limited to being between 400 feet and 1,200 feet long, except in industrial areas where the City Council has the discretion to approve a longer block length. The block length for the DNR Boat Launch Park parcel exceeds 1,200 feet. Staff recommend the City Council approve the longer block length for the DNR Boat Launch Park parcel.

MRCCA Subdivision Requirements

When land is platted or subdivided within the boundaries of the Mississippi River Critical Corridor Area (MRCCA), subdivisions that involve more than 10 acres of land that are immediately adjacent to the Mississippi River are subject to special subdivision requirements. These subdivision requirements are intended to protect any existing primary conservation areas (PCAs) which are key resources and features that are given priority consideration for protection. The amount of land required to be set aside depends on the underlying MRCCA zoning district of the properties being subdivided. PCAs often include land directly adjacent to the Mississippi River, wetlands, natural drainage routes, bluffs, areas with largely intact and connective original native plant communities.

The subject property is zoned UM – Urban Mixed under MRCCA, and 10% of the land area containing PCAs is required to be set aside. Of the 46 acres being platted, approximately 45% of the land will remain city-owned open space between the DNR Boat Launch site, the large stormwater pond, and the parcel directly east of Danner site. This exceeds the 10% required to be set aside.

Planning Commission Review

The Planning Commission reviewed the preliminary and final plat at their meeting on February 4, 2026. A public hearing was held at the meeting. No one was present to comment. At the conclusion of the public hearing, the Planning Commission voted to recommend approval of the Wakota North 2nd Addition preliminary and final plat with a 6-0 vote.

Recommended Action

The proposed preliminary and final plats meet the approval standards, will improve access to recreational opportunities at the DNR Boat Launch Park, and represent a key step toward development of a new Public Works maintenance facility. City Staff recommends approval of Resolution 2026-23 approving the Wakota North 2nd Addition preliminary and final plat.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Resolution 2026-23- Preliminary and Final Plat for Wakota North 2nd Addition
2. Wakota North 2nd Addition Preliminary Plat
3. Wakota North 2nd Addition Final Plat
4. Amended Planning Commission Report

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-23

A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT FOR WAKOTA NORTH 2nd ADDITION

WHEREAS, the City is requesting the following approvals:

- A Preliminary Plat for Wakota North 2nd Addition
- A Final Plat for Wakota North 2nd Addition

WHEREAS, the subject property contains 46 acres of land located south of I-494, west of the Mississippi River, east of Hardman Avenue South and north of vacated Maltby Street ("the Property"); and is legally described as follows:

(See Exhibit A)

WHEREAS, the Planning Commission held a public hearing on the application at their meeting on February 4, 2026; and

WHEREAS, the Planning Commission recommended approval (6-0) of the preliminary plat and final plat at their February 4, 2026 meeting; and

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

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

1. Facts. The facts found by the City Council are stated in the Planning Commission report originally dated February 4, 2026 and amended on February 13, 2026. These facts are hereby adopted and included herein by reference including the following attachments:

    1. Site Location Map
    2. Preliminary Plat
    3. Final Plat

2. Findings.

    A. The City Council determines the proposed preliminary plat is consistent with the City Code and the Comprehensive Plan.

B. The City Council determines the proposed final plat is substantially consistent with the preliminary plat.

C. The City Council approves the preliminary and final plat for Wakota North 2nd Addition as prepared by Egan, Field, & Nowak, Inc.

Adopted this 17th of February, 2026.

_____

Deanna Werner, City Clerk

Attachments

A- Legal Description

ATTACHMENT A
LEGAL DESCRIPTION

Existing Legal Description:

Parcel 1:

That part of Government Lots 5 and 6, Section 26, Township 28N., Range 22 W., and that part of Government Lot 11, Section 35, Township 28N., Range 22W., (part of which was formerly platted as "South St. Paul Syndicate Park No. 2, Dakota Co., Minn." and now vacated) described as follows:

Commencing at the northwest corner of said Section 35; thence southerly, along the West line of said Government Lot 11 to the northerly line of Maltby Street as dedicated in said "South Saint Paul Syndicate Park No. 2, Dakota Co. Minn."; thence on an assumed bearing of N 89 degrees 13 minutes 32 seconds E, along said northerly line of Malby Street, a distance of 672.63 feet; thence N 2 degrees 11 minutes 13 seconds W a distance of 714.32 feet; thence N. 17 degrees 55 minutes 39 seconds W a distance of 634.79 feet to the southeasterly right of way line of the Chicago, Rock Island and Pacific Railway; thence N. 40 degrees 18 minutes 49 seconds E., along said southeasterly right of way line, a distance of 1023.68 feet; thence northeasterly, on a tangential curve, concave to the northwest, having a radius of 1457.40 feet, a central angle of 14 degrees 45 minutes 40 seconds a distance of 375.47 feet to its intersection with the southerly right of way line of Interstate Highway Number 494; thence N. 76 degrees 17 minutes 14 seconds E, along said southerly right of way line, a distance of 141.47 feet to a point hereinafter to be known as point "A"; thence N 76 degrees 17 minutes 14 seconds E to the westerly shore line of the Mississippi River and the point of beginning of the land to be described; thence S. 76 degrees 17 minutes 14 seconds W to said point "A"; thence S. 17 degrees 25 minutes 20 seconds E a distance of 293.96 feet; thence S. 74 degrees 20 minutes 46 seconds W a distance of 300.81 feet; thence S. 15 degrees 36 minutes 14 seconds E. a distance of 373.12 feet; thence N. 74 degrees 25 minutes 34 seconds E. a distance of 27.45 feet; thence S. 15 degrees 36 minutes 31 seconds E. a distance of 192.62 feet; thence N. 74 degrees 32 minutes 41 seconds E. a distance of 135.67 feet; thence S. 86 degrees 21 minutes 36 seconds E. to the westerly shore line of the Mississippi River; thence northerly, along said Westerly shore line to the point of beginning, EXCEPT for that part of the North 20 acres of Government Lot 6, Section 26, Township 28, Range 22, lying southeasterly of the southeasterly right of way of Interstate Highway Number 494.

Torrens Property
Certificate of Title No. 172145

Parcel 2:

That part of Government Lots 5 and 6, Section 26, Township 28N., Range 22W., and that part of Government Lot 11, Section 35, Township 28N., Range 22W., (part of which was formerly platted as "South Saint Paul Syndicate Park No. 2, Dakota Co., Minn.," and now vacated), described as follows:

Commencing at the northwest corner of said Section 35; thence southerly, along the west line of said Government Lot 11 to the northerly line of Maltby Street as dedicated in said "South Saint Paul Syndicate Park No. 2, Dakota Co., Minn."; thence on an assumed bearing of N. 89 degrees 13 minutes 32 seconds E., along said northerly line of Maltby Street, a distance of 672.63 feet; thence N. 2 degrees 11 minutes 13 seconds W. a distance of 714.32 feet; thence N. 17 degrees 55 minutes 39 seconds W. a distance of 403.27 feet to the point of beginning of the land to be described; thence N. 17 degrees 55 minutes 39 seconds W. a distance of 231.52 feet to the southeasterly right of way line of the Chicago, Rock Island and Pacific Railway; thence N. 40 degrees 18 minutes 49 seconds E., along said southeasterly right of way line, a distance of 790.93 feet; thence S. 33 degrees 34 minutes 23 seconds E. a distance of 234.20 feet; thence S. 15 degrees 07 minutes 26 seconds E. a distance of 273.22 feet; thence S. 40 degrees 18 minutes 49 seconds W a distance of 175.00 feet; thence S. 53 degrees 24 minutes 20 seconds W. a distance of 220.74 feet; thence S. 66 degrees 23 minutes 20 seconds W. a distance of 261.63 feet; thence N. 87 degrees 14 minutes 50 seconds W. a distance of 111.20 feet to the point of beginning.

Torrens Property
Certificate of Title No. 172145

Parcel 3:

Lot One (1), Block (1), Wakota North, Dakota County, Minnesota.

Torrens Property
Certificate of Title No. 175805

Parcel 4:

Lot Two (2) Block One (1) Wakota North, Dakota County, Minnesota.

Torrens Property
Certificate of Title No. 190478

Parcel 5:

Outlot A, Wakota North, Dakota County, Minnesota.

Torrens Property
Certificate of Title No. 190479

Parcel 6:

Outlot A, Wakota Addition, Dakota County, Minnesota

Torrens Property
Certificate of Title No. 161214

Proposed Legal Description:

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

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

Parcel #3: Outlot A, Wakota North 2nd Addition

Parcel #4: Outlot B, Wakota North 2nd Addition

Parcel #5: Outlot C, Wakota North 2nd Addition

PRELIMINARY PLAT FOR:
CITY OF SOUTH ST. PAUL

EXISTING LEGAL DESCRIPTION:

Parcel 1:

That part of Government Lots 5 and 6, Section 26, Township 28N., Range 22 W., and that part of Government Lot 11, Section 35, Township 28N., Range 22W., (part of which was formerly platted as "South St. Paul Syndicate Park No. 2, Dakota Co., Minn." and now vacated) described as follows:

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Torrens Property
Certificate of Title No. 172145

Parcel 2:

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Torrens Property
Certificate of Title No. 190478

Parcel 5:

Outlot A, Wakota North, Dakota County, Minnesota.

Torrens Property
Certificate of Title No. 190479

Parcel 6:

Outlot A, Wakota Addition, Dakota County, Minnesota

Torrens Property
Certificate of Title No. 161214

PROPOSED LEGAL DESCRIPTION:

Lot 1, Block 1, WAKOTA NORTH 2ND ADDITION
Lot 1, Block 2, WAKOTA NORTH 2ND ADDITION
OUTLOT A, WAKOTA NORTH 2ND ADDITION
OUTLOT B, WAKOTA NORTH 2ND ADDITION
OUTLOT C, WAKOTA NORTH 2ND ADDITION

NOTES:

1. The orientation of this bearing system is based on the Dakota County coordinate grid (NAD 83–2011 Adj.).
2. The total area of the property described hereon is 2,027,551 square feet or 46.54616 acres.
3. The legal description and easement information used in the preparation of this survey is based on the Commitment for Title Insurance prepared by DCA Title, The Title Team as issuing agent for Old Republic National Title Insurance Company, Commitment No. DC252224 dated August 27, 2025.
4. Existing utilities, services and underground structures shown hereon were located either physically, from existing records made available to us or by resident testimony. Other utilities and services may be present. Verification and location of all utilities and services should be obtained from the owners of the respective utilities prior to any design, planning or excavation.
5. According to the City of South St. Paul online zoning map accessed September 23, 2025, the property and adjoining parcels are zoned I – Industrial. Per the City of South St. Paul municipal code, said zoning district has the following requirements:

Front Building Setback:	30 feet
Side Building Setback:	20 feet
Rear Building Setback:	20 feet
Minimum Lot Size:	1 acre
Minimum Floor Area Ratio:	0.2
Maximum Lot Coverage:	40%
Front Parking Setback:	20 feet
Side Parking Setback:	10 feet
Rear Parking Setback:	10 feet

6. The property described hereon lies within Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain), Flood Zone X–Other Flood Areas (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood) and Flood Zone AE (Base Flood Elevations determined) per Federal Insurance Rate Map No. 27037 C 0044 E, dated December 2, 2011. The delineation lines between flood zones depicted hereon are subject to map scale uncertainty.
7. The contours depicted hereon are per elevation data collected while conducting the fieldwork. The contour interval is 1 foot.

PROJECT BENCHMARK: Top of MNDOT Geodetic Monument "1985 AU 1"
Elevation = 716.18 feet. (NAVD88)

SITE BENCHMARK: Top nut of hydrant at the access drive on the surveyed property.
Elevation = 698.64 feet. (NAVD88).

PROPOSED LOT SUMMARY:

Lot 1, Block 1:	216,328	square feet	4.96620	acres
Lot 1, Block 2:	458,697	square feet	10.53023	acres
Outlot A:	314,404	square feet	7.21772	acres
Outlot B:	711,193	square feet	16.32675	acres
Outlot C:	175,631	square feet	4.03193	acres
Right of Way:	151,298	square feet	3.47333	acres
Total:	2,027,551	square feet	46.54616	acres

CERTIFICATION:

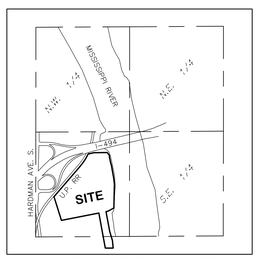
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Date of survey: September 12, 2025.
Date of signature: February 13, 2026.

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

LEGEND:

- FOUND IRON MONUMENT
- SET IRON MONUMENT MARKED WITH LICENSE NUMBER 53536
- UNKNOWN MANHOLE
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- GATE VALVE
- HYDRANT
- AUTO SPRINKLER
- GAS METER
- VENT
- METAL COVER
- ELECTRIC BOX
- ELECTRIC PANEL
- ELECTRIC METER
- HANDHOLE
- LIGHT
- UTILITY POLE
- TELEPHONE MANHOLE
- COMMUNICATION BOX
- FIBER OPTIC SIGN
- SIGN
- BOLLARD
- RR CROSSBUCK W/ GATE
- EXISTING CONTOUR LINE
- TREE
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- GRAVEL SURFACE
- LIMITED ACCESS
- CHAIN LINK FENCE
- GUARDRAIL
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- OVERHEAD WIRE
- UNDERGROUND GAS
- UNDERGROUND FIBER OPTIC
- TREELINE
- RETAINING WALL



S.W. 1/4, SEC. 26, TWP. 28 N, RGE. 22 W
VICINITY MAP
NOT TO SCALE

FIELD BOOK	PAGE

DRAWING NAME: 42934 Preliminary Plat.dwg
JOB NO. 42934
FILE NO.

FIELDWORK CHIEF: JW
DRAWN BY: DL
CHECKED BY: CAT

REVISIONS

NO.	DATE	DESCRIPTION
1	2025/11/04	Revisions per City Comments.
2	2025/11/18	Revisions per City Comments & New Topo over Outlot B
3	2025/12/03	Revisions per City Comments
4	2025/12/17	Revisions per City Comment
5	2026/02/13	Revisions per City Comments

PRELIMINARY PLAT

SURVEY FOR: CITY OF SOUTH ST. PAUL

PROPERTY ADDRESS: 675 & 680 VERDEROSA AVENUE SOUTH ST. PAUL, MN 55075

EFN
Egan, Field & Nowak, Inc.
land surveyors since 1872
475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
WWW.EFNSURVEY.COM

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WAKOTA NORTH 2ND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That the Metropolitan Council, a public corporation, the City of South St. Paul, a Minnesota Municipal corporation and the South St. Paul Economic Development Authority, a Minnesota public body corporation, fee owners of the following described property situated in the City of South St. Paul, County of Dakota, State of Minnesota.

That part of Government Lots 5 and 6, Section 26, Township 28N., Range 22 W., and that part of Government Lot 11, Section 35, Township 28N., Range 22W., (part of which was formerly platted as "South St. Paul Syndicate Park No. 2, Dakota Co., Minn." and now vacated) described as follows:

Commencing at the northwest corner of said Section 35; thence southerly, along the West line of said Government Lot 11 to the northerly line of Maltby Street as dedicated in said "South Saint Paul Syndicate Park No. 2, Dakota Co. Minn."; thence on an assumed bearing of N 89 degrees 13 minutes 32 seconds E, along said northerly line of Malby Street, a distance of 672.63 feet; thence N 2 degrees 11 minutes 13 seconds W a distance of 714.32 feet; thence N. 17 degrees 55 minutes 39 seconds W a distance of 634.79 feet to the southeasterly right of way line of the Chicago, Rock Island and Pacific Railway; thence N. 40 degrees 18 minutes 49 seconds E., along said southeasterly right of way line, a distance of 1023.68 feet; thence northeasterly, on a tangential curve, concave to the northwest, having a radius of 1457.40 feet, a central angle of 14 degrees 45 minutes 40 seconds a distance of 375.47 feet to its intersection with the southerly right of way line of Interstate Highway Number 494; thence N. 76 degrees 17 minutes 14 seconds E, along said southerly right of way line, a distance of 141.47 feet to a point hereinafter to be known as point "A"; thence N 76 degrees 17 minutes 14 seconds E to the westerly shore line of the Mississippi River and the point of beginning of the land to be described; thence S. 76 degrees 17 minutes 14 seconds W to said point "A"; thence S. 17 degrees 25 minutes 20 seconds E a distance of 293.96 feet; thence S. 74 degrees 20 minutes 46 seconds W a distance of 300.81 feet; thence S. 15 degrees 36 minutes 14 seconds E. a distance of 373.12 feet; thence N. 74 degrees 25 minutes 34 seconds E. a distance of 27.45 feet; thence S. 15 degrees 36 minutes 31 seconds E. a distance of 192.62 feet; thence N. 74 degrees 32 minutes 41 seconds E. a distance of 135.67 feet; thence S. 86 degrees 21 minutes 36 seconds E. to the westerly shore line of the Mississippi River; thence northerly, along said Westerly shore line to the point of beginning, EXCEPT for that part of the North 20 acres of Government Lot 6, Section 26, Township 28, Range 22, lying southeasterly of the southeasterly right of way of Interstate Highway Number 494.

TOGETHER WITH

That part of Government Lots 5 and 6, Section 26, Township 28N., Range 22W., and that part of Government Lot 11, Section 35, Township 28N., Range 22W., (part of which was formerly platted as "South Saint Paul Syndicate Park No. 2, Dakota Co., Minn.," and now vacated), described as follows:

Commencing at the northwest corner of said Section 35; thence southerly, along the west line of said Government Lot 11 to the northerly line of Maltby Street as dedicated in said "South Saint Paul Syndicate Park No. 2, Dakota Co., Minn."; thence on an assumed bearing of N. 89 degrees 13 minutes 32 seconds E., along said northerly line of Maltby Street, a distance of 672.63 feet; thence N. 2 degrees 11 minutes 13 seconds W. a distance of 714.32 feet; thence N. 17 degrees 55 minutes 39 seconds W. a distance of 403.27 feet to the point of beginning of the land to be described; thence N. 17 degrees 55 minutes 39 seconds W. a distance of 231.52 feet to the southeasterly right of way line of the Chicago, Rock Island and Pacific Railway; thence N. 40 degrees 18 minutes 49 seconds E., along said southeasterly right of way line, a distance of 790.93 feet; thence S. 33 degrees 34 minutes 23 seconds E. a distance of 234.20 feet; thence S. 15 degrees 07 minutes 26 seconds E. a distance of 273.22 feet; thence S. 40 degrees 18 minutes 49 seconds W a distance of 175.00 feet; thence S. 53 degrees 24 minutes 20 seconds W. a distance of 220.74 feet; thence S. 66 degrees 23 minutes 20 seconds W. a distance of 261.63 feet; thence N. 87 degrees 14 minutes 50 seconds W. a distance of 111.20 feet to the point of beginning.

TOGETHER WITH

That part of the North 20.00 acres of Government Lot 6, Section 26, Township 28 N., Range 22 W., Dakota County, Minnesota, lying Southeast of the Southeast right-of-way of Interstate Highway No. 494.

TOGETHER WITH

Lot One (1), Block (1), Wakota North, Dakota County, Minnesota.

TOGETHER WITH

Lot Two (2) Block One (1) Wakota North, Dakota County, Minnesota.

TOGETHER WITH

Outlot A, Wakota North, Dakota County, Minnesota.

TOGETHER WITH

Outlot A, Wakota Addition, Dakota County, Minnesota

Have caused the same to be surveyed and platted as WAKOTA NORTH 2ND ADDITION.

IN WITNESS WHEREOF said Metropolitan Council, a public corporation, has caused these presents to be signed by its proper officer this _____ day of _____ , 202___.

Signed: Metropolitan Council,

By: _____
Meredith Vadis, Regional Administrator

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ , 202___, by Meredith Vadis, Regional Administrator of the Metropolitan Council, a public corporation, on behalf of the corporation.

_____
Signature

_____
Printed

Notary Public _____ County, _____

My commission expires _____

IN WITNESS WHEREOF said City of South St. Paul, a Minnesota municipal corporation, has caused these presents to be signed by its proper officer this _____ day of _____ , 202___.

Signed: City of South St. Paul,

By: _____ , as _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ , 202___, by _____ , as _____ of the City of South St. Paul, a Minnesota municipal corporation, on behalf of the corporation.

_____
Signature

_____
Printed

Notary Public _____ County, _____

My commission expires _____

IN WITNESS WHEREOF said South St. Paul Economic Development Authority, a Minnesota public body corporation, has caused these presents to be signed by its proper officer this _____ day of _____ , 202___.

Signed: South St. Paul Economic Development Authority,

By: _____ , as _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ , 202___, by _____ , as _____ of the South St. Paul Economic Development Authority, a Minnesota public body corporation, on behalf of the corporation.

_____
Signature

_____
Printed

Notary Public _____ County, _____

My commission expires _____

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

Dated this _____ day of _____ , 202___.

_____
Christopher A. Terwedo, Land Surveyor
Minnesota License No. 53536

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ , 202___, by Christopher A. Terwedo, Land Surveyor, Minnesota License No. 53536.

_____
Signature

_____
Printed

Notary Public _____ County, _____

My commission expires _____

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

This plat of WAKOTA NORTH 2ND ADDITION was approved and accepted by the City Council of the City of South St. Paul, Minnesota at a regular meeting thereof held this _____ day of _____ , 202___, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____, Mayor By: _____, Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 202___.

By: _____
Todd B. Tollefson
Dakota County Surveyor

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

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____ , 202___.

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

REGISTRAR OF TITLES, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of WAKOTA NORTH 2ND ADDITION was filed in the office of the Registrar of Titles for public record on this _____ day of _____ , 202___, at _____ o'clock __. M., and was duly filed in Book _____ of Plats, Pages _____ as Document Number _____.

By: _____
Amy A. Koethe, Registrar of Titles

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

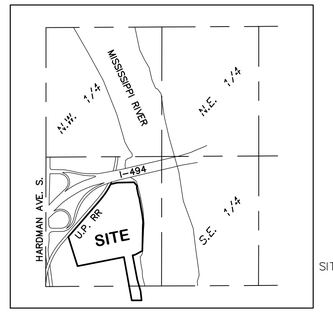
WAKOTA NORTH 2ND ADDITION

Curve Table			
Curve #	Length	Radius	Delta
C1	135.17	215.00	036°01'16"
C2	39.74	149.00	015°16'49"
C3	60.57	267.00	012°59'53"
C4	78.18	333.00	013°27'07"
C5	57.34	215.00	015°16'49"
C6	93.67	149.00	036°01'16"
C11	29.86	215.00	007°57'29"
C12	105.30	215.00	028°03'46"

Line Table		
Line #	Length	Direction
L1	59.35	N20°52'33"E
L2	61.40	N05°35'43"E
L3	61.40	S05°35'43"W
L4	59.35	S20°52'33"W

Curve Table			
Curve #	Length	Radius	Delta
C7	133.00	215.00	035°26'41"
C8	57.41	215.00	015°17'55"
C9	280.32	215.00	074°42'06"

Line Table		
Line #	Length	Direction
L5	106.29	S11°06'57"E



S.W. 1/4, SEC. 26, TWP. 28 N, RGE. 22 W

VICINITY MAP

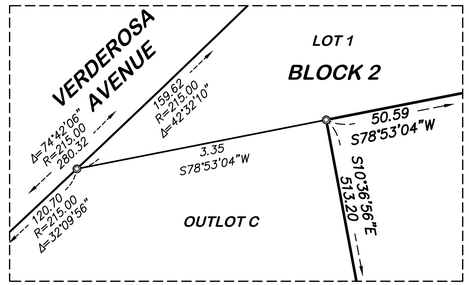
NOT TO SCALE

- FOUND CAST IRON MONUMENT
- FOUND 1/2 INCH IRON PIPE, UNLESS OTHERWISE NOTED
- FOUND ALUMINUM DISC
- SET 1/2 INCH X 14 INCH IRON PIPE MARKED WITH LICENSE NUMBER 53536
- SET ⊗ SET PK NAIL AND WASHER MARKED WITH LICENSE NUMBER 53536
- (N89°14'35"E) RECORD BEARING
- (234.20) RECORD DISTANCE
- –MEAS. MEASURED DISTANCE

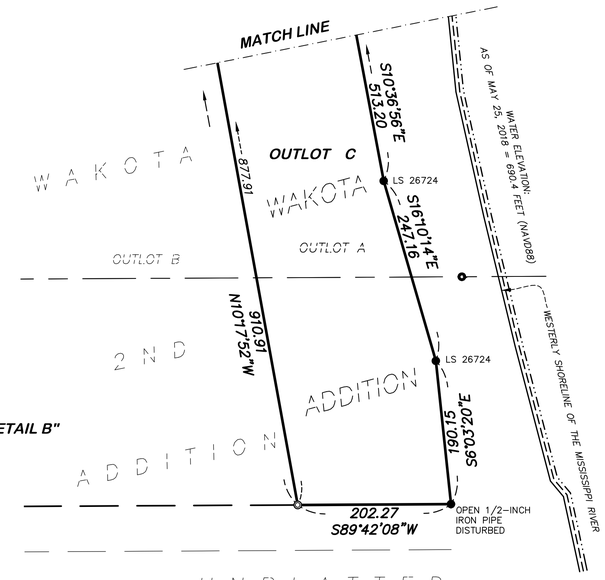
BENCHMARK – MINNESOTA DEPARTMENT OF TRANSPORTATION
BENCHMARK "WALSER"
ELEVATION = 720.85 (NAVD88)

BENCHMARK – MINNESOTA DEPARTMENT OF TRANSPORTATION
BENCHMARK "1985 AU 1"
ELEVATION = 716.18 (NAVD88)

SITE BENCHMARK – TOP OF HYDRANT LOCATED ON THE WEST SIDE OF VERDEROSA AVE., SOUTH OF THE PROPERTY ENTRANCE.
ELEVATION = 698.64 FEET. (NAVD 88)



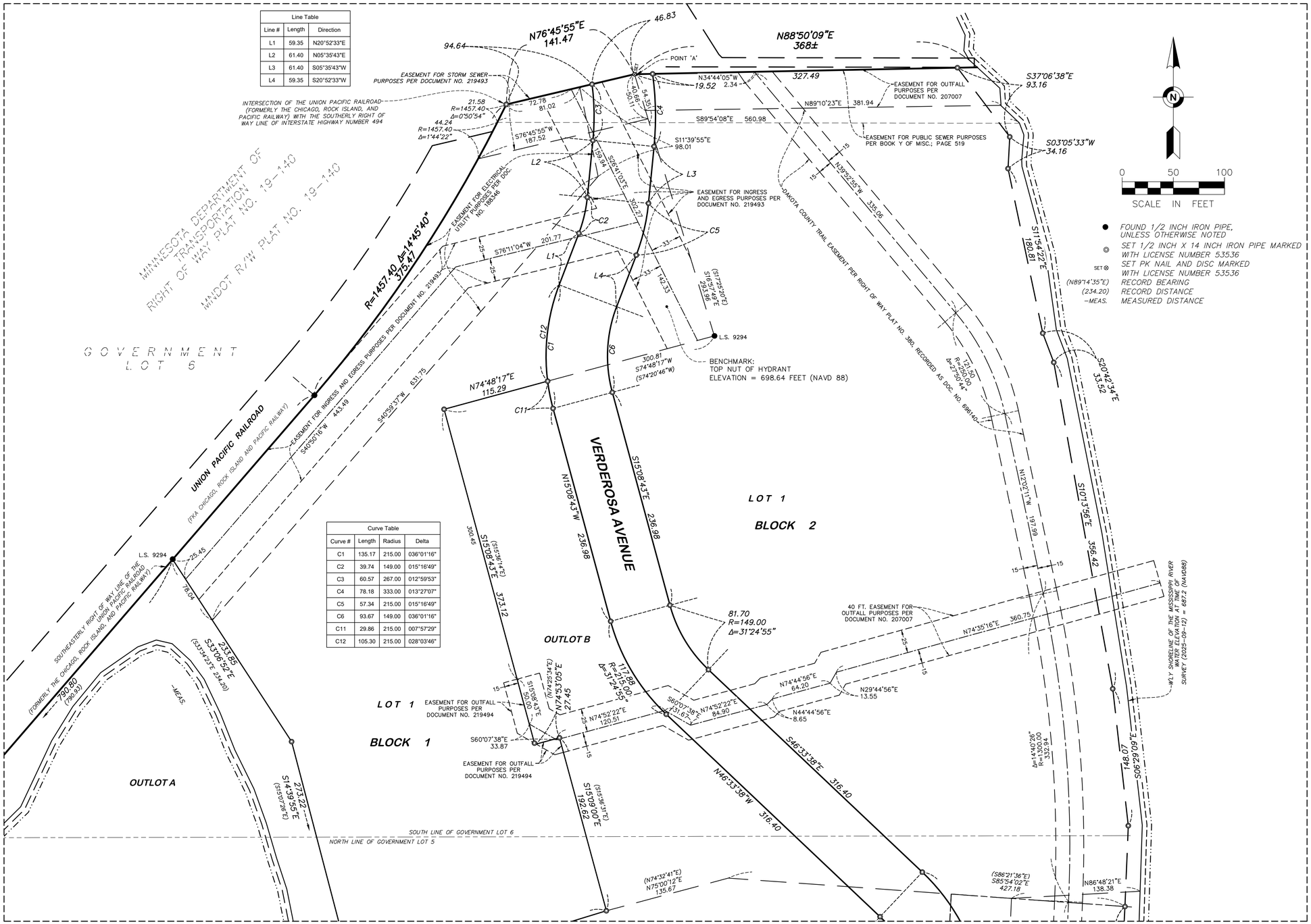
"DETAIL C"



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WAKOTA NORTH 2ND ADDITION

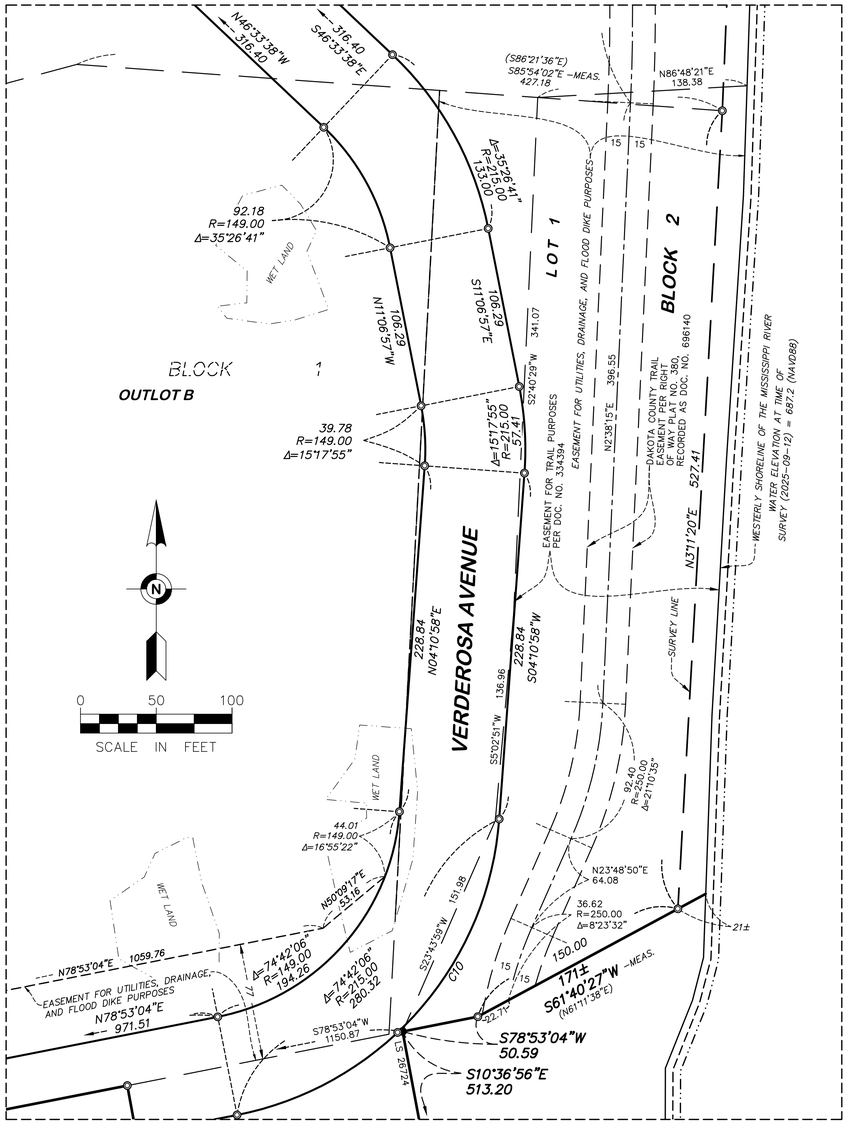
EASEMENT "DETAIL A"



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

WAKOTA NORTH 2ND ADDITION

EASEMENT "DETAIL B"



- ● FOUND 1/2 INCH IRON PIPE, UNLESS OTHERWISE NOTED
- ⊙ SET 1/2 INCH X 14 INCH IRON PIPE MARKED WITH LICENSE NUMBER 53536
- SET ⊗ SET PK NAIL AND DISC MARKED WITH LICENSE NUMBER 53536
- (N89°14'35"E) RECORD BEARING
- (234.20) RECORD DISTANCE
- –MEAS. MEASURED DISTANCE

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

PLANNING COMMISSION AGENDA REPORT

DATE: February 4, 2026 (Amended February 13, 2026)
DEPARTMENT: Planning & Zoning
PREPARED BY: Monika Miller
AGENDA ITEM NUMBER: 4.B.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Wakota North 2nd Addition Preliminary and Final Plat

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
A motion recommending approval or denial of the Wakota North 2nd Addition preliminary and final plat

OVERVIEW

Application

The Applicant, the City of South St. Paul, is seeking a preliminary and final plat review for the plat to be known as "Wakota North 2nd Addition." The plat will create new right-of-way that will extend Verderosa Avenue south of the DNR Boat Launch Park and then west out to Hardman Avenue South via Marley Danner Drive.

Review Timeline

Complete Application Submittal Date: January 23, 2026
Planning Commission: February 4, 2026
Tentative City Council Meeting: February 17, 2026
60-Day Review Deadline: March 24, 2026

Background

For many years, the City has worked to position the area south of Interstate 494, east of Hardman Avenue and north of Dakota Bulk Terminal for redevelopment. Redevelopment in this area has been challenging for a number of reasons, including the poor soil conditions due to previous uses in the area. Prior to the 1980s, most of the land in this area was part of the Metropolitan Waste Control Commission (MWCC, now the Metropolitan Council/Metro Sewer Board) sewage treatment plant and/or the South St. Paul Dump. The sewage treatment facility was in operation between the 1930s and mid-1980s and included multiple, large outdoor treatment ponds. In the late 1980s, the City started to pursue opportunities to purchase this land in favor of future redevelopment after the sewage treatment plant was decommissioned.

Some of the redevelopment efforts included local business Danner Family Limited Partnership (Danner) who acquired around 40 acres between 1988 and 1996 with the intention of reclaiming the land and preparing it to be buildable. The Danner property included land that was part of the former South St. Paul Dump and MWCC sewage treatment plant. While the planned redevelopment of these 40 acres took longer than originally contemplated, Danner received development approvals in the summer/fall of 2025 to develop a new business park on the property. As part of the redevelopment, a new road named Marley Danner Drive will connect the Wakota Business Park to Hardman Avenue South. The road will be constructed in 2026 and the first phase of this business park is expected to open in 2027.

Today, the City owns about 40 acres of land and the Metropolitan Council owns around 6 acres in this area. In an effort to continue to support the redevelopment efforts, the City is pursuing a preliminary and final plat that would create a new roadway that effectively continues Verderosa Avenue south of its existing terminus at the DNR Boat Launch Park and then west out to Marley Danner Drive which connects into Hardman Avenue South. To accommodate the roadway, several existing parcels will be reconfigured. This creation of the new right-of-way will create secondary access to and from the DNR Boat Launch Park from Hardman Avenue South and position several of the city's existing parcel to support their future redevelopment. The City is proposing to construct a new public works facility just south of the DNR Boat Launch and so road access to the site is critical.

This plat will help alleviate the site access issues at the DNR Boat Launch Park. There is an at-grade Union Pacific Railroad track crossing at Verderosa Avenue underneath the Interstate 494 bridge. Union Pacific frequently park trains in a manner that blocks the railroad crossing while they switch out crews. Park users can be trapped at the park for 10-40 minutes while Union Pacific conducts these operations. The existing configuration makes it impossible for nearby industrial park employees to enjoy the park during their lunch break since they may be trapped by a train and deters the public from using the main park with boat access to the Mississippi River.

Existing Site Conditions and Configuration

Today, there are five parcels located within the boundaries of the land that are proposed to be platted (PIDs #36-02600-60-012, #36-02600-60-013, #36-83210-01-010, #36-83210-00-010, #36-83210-01-020. Four of the properties are owned by the City of South St. Paul. One of the parcels contains the DNR Boat Launch, the Wakota Trailhead for the Mississippi River Greenway, the community gardens, and the former compost site. Another parcel contains a major stormwater pond that collects stormwater from Concord Street and the Bridgepoint Business Park as well as the residential neighborhoods "up the bluff." The other three city-owned parcels are generally vacant except for scrub brush and incidental wetlands that are a remnant from the sewage treatment plant. The parcel owned by the Metropolitan Council contains a lift station that is still owned and operated by the agency. The existing parcels vary in size between 2.5 acres and 15.6 acres. Some of the existing parcels have been platted through previous subdivisions while several of the other parcels are still unplatted.

Preliminary and Final Plat Overview

The purpose of the Wakota North 2nd Addition plat is to create a new road right-of-way through 6 existing parcels to extend Verderosa Avenue south through the parcels and then west out towards Hardman Avenue South via Marley Danner Drive. In addition to creating the new right-of-way, the existing 6 parcels will be reconfigured to accommodate the new roadway. The final orientation of the 46-acre plat will create two (2) "buildable" lots, three (3) outlots, and one (1) new road right-of-way:

- The Metropolitan Council's lift station site would be Lot 1, Block 1 and will be approximately 4.9 acres in size.
- The DNR Boat Launch Park site which contains the Mississippi River Greenway trail and the Wakota Trailhead will be Lot 1, Block 2 and will be approximately 10.5 acres in size.
- The stormwater pond parcel would be Outlot A which will be 7.2 acres in size.
- The large parcel that contains the community gardens and the site that will be redeveloped in the future for the new public works building will be Outlot B. Outlot B will be 16.3 acres in size. *This outlot will be subdivided again in the near future with another plat.*
- The green space parcel that is adjacent to the Danner site that the City is holding onto for river beautification and environmental protection efforts will be Outlot C. Outlot C will be 4 acres in size.
- The new Verderosa Avenue right-of-way will be approximately 3.4 acres.

The two lots that are considered "buildable" are the DNR Boat Launch Park site, which contains the Mississippi River Greenway and the Wakota Scenic Trailhead, and the Metropolitan Council lift station site. The subdivision ordinance does not allow buildings on outlots, so both of these parcels should be platted as buildable lots to avoid creating a non-conformity as part of the plat. The City has no plans to build or remove structures on these lots. The parcel that includes the space for the future public works building will need to be subdivided in order to be eligible to have a building constructed on it.

Preliminary and Final Plat Review Process

City Code Section 114 regulations subdivisions and the platting process. The platting process includes two parts: the preliminary plat and the final plat. A preliminary plat involves a deep dive into analyzing the configuration and functionality of a property. A preliminary plat typically includes information about the site's existing boundaries, easements, topographical features, buildings, lot dimensions, the owners of adjacent lots, and other relevant information.

Preliminary plats are often approved “with conditions” and corrections are made before the final plat is reviewed again. The final plat review involves making sure that any of the items flagged during the preliminary plat review have been corrected. Once approved, the final plat is recorded with the Dakota County Recorder’s office after it is approved by the City Council. It is the act of recording the approved final plat that creates new parcels and/or right-of-way.

For complicated subdivisions, the preliminary and final plats are generally reviewed separately so that any issues that are identified during the preliminary plat review can be corrected before the final plat is reviewed. For straightforward plats, such as right-of-way plats, it often makes sense for the preliminary and final plats to be reviewed and approved at the same time.

Zoning Review of Preliminary and Final Plat

The proposed preliminary and final plat comply with general minimum requirements for a plat. Lot size requirements for a plat are determined by the underlying zoning district of the parcels being subdivided. All the parcels that are being subdivided have I, industrial district zoning. The minimum lot size in the industrial zoning district is 1 acre. Block length within a plat is generally limited to being between 400 feet long and 1,200 feet long, except in industrial areas where the City Council has the discretion to approve a longer block length. The block length for the DNR Boat Launch Park parcel exceeds 1,200 feet. Staff recommend the City Council approve the longer block length for the DNR Boat Launch Park parcel.

MRCCA Subdivision Requirements

When land is platted or subdivided within the boundaries of the Mississippi River Critical Corridor Area (MRCCA), subdivisions that involve more than 10 acres of land that are immediately adjacent to the Mississippi River are subject to special subdivision requirements. These subdivision requirements are intended to protect any primary conservation areas (PCAs) which are key resources and features that are given priority consideration for protection by setting aside a certain percentage of the land as dedicated open space. The amount of land set aside depends on the underlying MRCCA zoning district of the properties being subdivided. PCAs often include land directly adjacent to the Mississippi River, wetlands, natural drainage routes, bluffs, areas with largely intact and connective original native plant communities.

The subject property has UM, Urban Mixed MRCCA zoning and so 10% of the land area containing PCAs is required to be set aside. Of the 46 acres being platted, approximately 45% of the land will remain city-owned open space between the DNR Boat Launch site, the large stormwater pond, and the parcel directly east of Danner site. This exceeds the 10% the City is required to set aside.

Review with Other Departments and Agencies

The City Engineer has been one of the key staff members involved in creating the preliminary and final plat for this project and supports approving the preliminary and final Wakota North 2nd Addition plats.

Because the subject property is located within MRCCA, the City is required to notify the Department of Natural Resources and the National Park Service of the proposed preliminary and final plat to provide them with the opportunity to comment on the application. Both agencies stated that they had no comments on the proposal.

Discussion and Staff Recommendation

The proposed preliminary and final plat meet the requirements for when to approve a plat. Additionally, the plat will improve access to recreational amenities at the DNR Boat Launch Park and the Mississippi River and serves as an important step toward establishing the new Public Works facility. For these reasons, City Staff recommends approval of the Wakota North 2nd Addition preliminary and final plat.

Required Action

The Planning Commission has the following actions available regarding the application:

Approval. If the Planning Commission wishes to recommend approval of the proposed preliminary and final plat, the following action should be taken:

- Motion to recommend approval of the Preliminary Plat and Final Plat of the Wakota North 2nd Addition plat

Denial. If the Planning Commission wishes to recommend denial of the proposed preliminary and final plat, the following action should be taken:

- Motion to recommend denial of the proposed Preliminary and Final Plat for the Wakota North 2nd Addition

If the Planning Commission wishes to recommend denial of the preliminary and final plat, the motion must include a rationale that the proposed plat does not meet the minimum requirements.

SOURCE OF FUNDS

NA

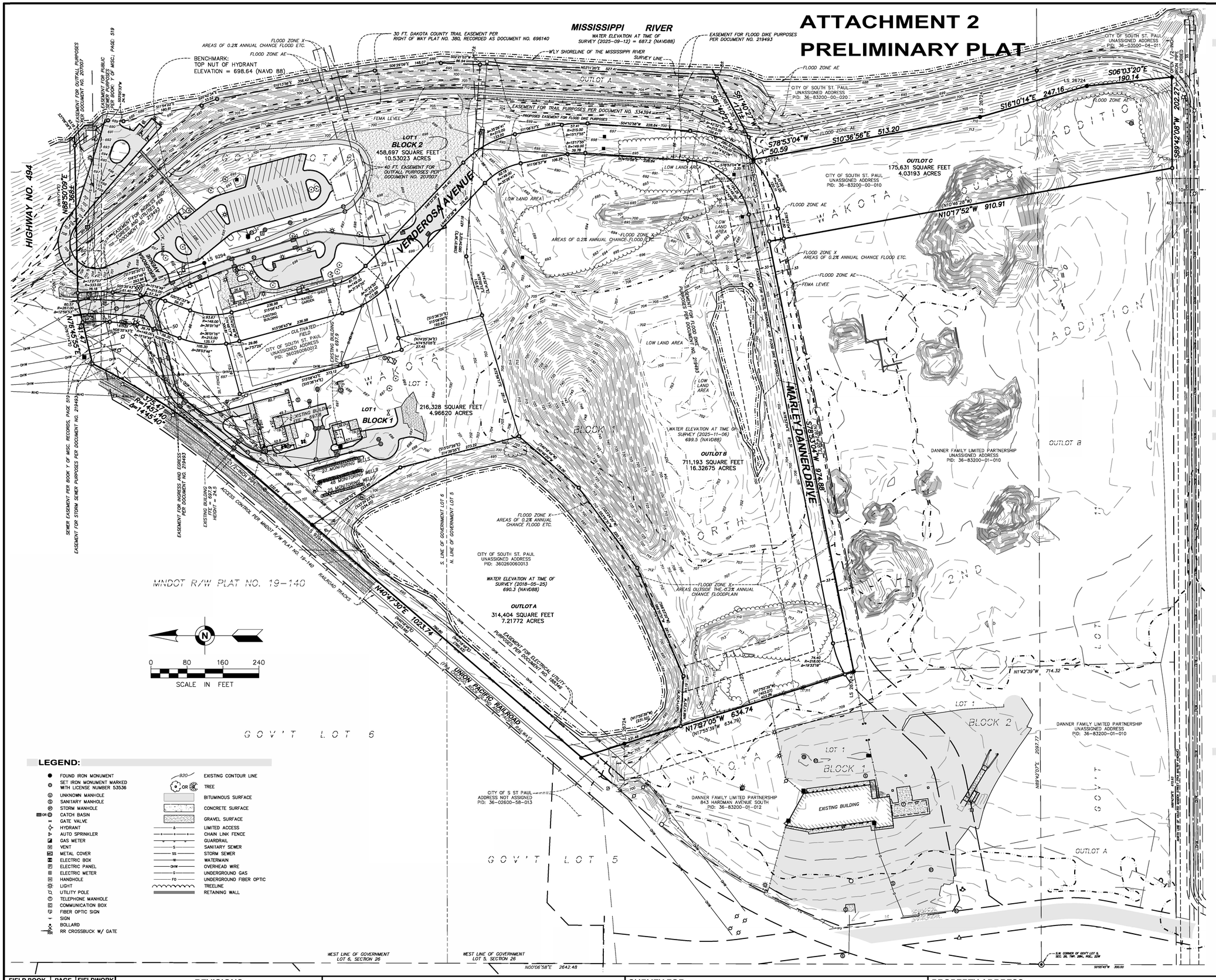
ATTACHMENTS

1. Site Location Map
2. Preliminary Plat
3. Final Plat

ATTACHMENT 1
SITE LOCATION



ATTACHMENT 2
PRELIMINARY PLAT



LEGEND:

- FOUND IRON MONUMENT
- SET IRON MONUMENT MARKED WITH LICENSE NUMBER 53536
- UNKNOWN MANHOLE
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- GATE VALVE
- HYDRANT
- AUTO SPRINKLER
- GAS METER
- VENT
- METAL COVER
- ELECTRIC BOX
- ELECTRIC PANEL
- ELECTRIC METER
- HANDHOLE
- LIGHT
- UTILITY POLE
- TELEPHONE MANHOLE
- COMMUNICATION BOX
- FIBER OPTIC SIGN
- SIGN
- BOLLARD
- RR CROSSBUCK W/ GATE
- EXISTING CONTOUR LINE
- TREE
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- GRAVEL SURFACE
- LIMITED ACCESS
- CHAIN LINK FENCE
- GUARDRAIL
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- OVERHEAD WIRE
- UNDERGROUND GAS
- UNDERGROUND FIBER OPTIC
- TREELINE
- RETAINING WALL

PRELIMINARY PLAT FOR:
CITY OF SOUTH ST. PAUL

EXISTING LEGAL DESCRIPTION:

That part of Government Lots 5 and 6, Section 26, Township 28N., Range 22 W., and that part of Government Lot 11, Section 35, Township 28N., Range 22W., (part of which was formerly platted as "South St. Paul Syndicate Park No. 2, Dakota Co., Minn." and now vacated) described as follows:

Commencing at the northwest corner of said Section 35; thence southerly, along the West line of said Government Lot 11 to the northerly line of Maltby Street as dedicated in said "South Saint Paul Syndicate Park No. 2, Dakota Co. Minn."; thence on an assumed bearing of N 89 degrees 13 minutes 32 seconds E, along said northerly line of Maltby Street, a distance of 672.63 feet; thence N 2 degrees 11 minutes 13 seconds W a distance of 714.32 feet; thence N. 17 degrees 55 minutes 39 seconds W a distance of 634.79 feet to the southeasterly right of way line of the Chicago, Rock Island and Pacific Railway; thence N. 40 degrees 18 minutes 49 seconds E., along said southeasterly right of way line, a distance of 1023.68 feet; thence northeasterly, on a tangential curve, concave to the northwest, having a radius of 1457.40 feet, a central angle of 14 degrees 49 minutes 40 seconds a distance of 375.47 feet to its intersection with the southerly right of way line of Interstate Highway Number 494; thence N. 76 degrees 17 minutes 14 seconds E, along said southerly right of way line, a distance of 141.47 feet to a point hereinafter to be known as point "A"; thence N 76 degrees 17 minutes 14 seconds E to the westerly shore line of the Mississippi River and the point of beginning of the land to be described; thence S. 76 degrees 17 minutes 14 seconds W to said point "A"; thence S. 17 degrees 25 minutes 20 seconds E a distance of 293.96 feet; thence S. 74 degrees 20 minutes 46 seconds W a distance of 300.81 feet; thence S. 15 degrees 36 minutes 14 seconds E. a distance of 373.12 feet; thence N. 74 degrees 25 minutes 34 seconds E. a distance of 27.45 feet; thence S. 15 degrees 36 minutes 31 seconds E. a distance of 192.62 feet; thence N. 74 degrees 32 minutes 41 seconds E. a distance of 135.67 feet; thence S. 88 degrees 21 minutes 36 seconds E. to the westerly shore line of the Mississippi River; thence northerly, along said Westerly shore line to the point of beginning, EXCEPT for that part of the North 20 acres of Government Lot 6, Section 26, Township 28, Range 22, lying southeasterly of the southeasterly right of way of Interstate Highway Number 494.

TOGETHER WITH

That part of Government Lots 5 and 6, Section 26, Township 28N., Range 22W., and that part of Government Lot 11, Section 35, Township 28N., Range 22W., (part of which was formerly platted as "South Saint Paul Syndicate Park No. 2, Dakota Co., Minn." and now vacated), described as follows:

Commencing at the northwest corner of said Section 35; thence southerly, along the west line of said Government Lot 11 to the northerly line of Maltby Street as dedicated in said "South Saint Paul Syndicate Park No. 2, Dakota Co., Minn."; thence on an assumed bearing of N. 89 degrees 13 minutes 32 seconds E., along said northerly line of Maltby Street, a distance of 672.63 feet; thence N. 2 degrees 11 minutes 13 seconds W. a distance of 714.32 feet; thence N. 17 degrees 55 minutes 39 seconds W. a distance of 403.27 feet to the point of beginning of the land to be described; thence N. 17 degrees 55 minutes 39 seconds W. a distance of 231.52 feet to the southeasterly right of way line of the Chicago, Rock Island and Pacific Railway; thence N. 40 degrees 18 minutes 49 seconds E., along said southeasterly right of way line, a distance of 780.93 feet; thence S. 33 degrees 34 minutes 23 seconds E. a distance of 234.20 feet; thence S. 15 degrees 07 minutes 26 seconds E. a distance of 273.22 feet; thence S. 40 degrees 18 minutes 49 seconds W a distance of 175.00 feet; thence S. 53 degrees 24 minutes 20 seconds W. a distance of 220.74 feet; thence S. 66 degrees 23 minutes 20 seconds W. a distance of 261.63 feet; thence N. 87 degrees 14 minutes 50 seconds W. a distance of 111.20 feet to the point of beginning.

TOGETHER WITH

That part of the North 20.00 acres of Government Lot 6, Section 26, Township 28 N., Range 22 W., Dakota County, Minnesota, lying Southeast of the Southeast right-of-way of Interstate Highway No. 494.

TOGETHER WITH

Lot One (1), Block (1), Wakota North, Dakota County, Minnesota.

TOGETHER WITH

Lot Two (2) Block One (1) Wakota North, Dakota County, Minnesota.

TOGETHER WITH

Outlot A, Wakota North, Dakota County, Minnesota.

TOGETHER WITH

Outlot A, Wakota Addition, Dakota County, Minnesota

PROPOSED LEGAL DESCRIPTION:

Lot 1, Block 1 and Outlots A, B, C and D, WAKOTA NORTH 2ND ADDITION

NOTES:

1. The orientation of this bearing system is based on the Dakota County coordinate grid (NAD 83-2011 Adj.).
2. The total area of the property described hereon is 2,027,551 square feet or 46.54616 acres.
3. The legal description and easement information used in the preparation of this survey is based on the Commitment for Title Insurance prepared by DCA Title, The Title Team as issuing agent for Old Republic National Title Insurance Company, Commitment No. DC252224 dated August 27, 2025.
4. Existing utilities, services and underground structures shown hereon were located either physically, from existing records made available to us or by resident testimony. Other utilities and services may be present. Verification and location of all utilities and services should be obtained from the owners of the respective utilities prior to any design, planning or excavation.
5. According to the City of South St. Paul online zoning map accessed September 23, 2025, the property and adjoining parcels are zoned I – Industrial. Per the City of South St. Paul municipal code, said zoning district has the following requirements:

Front Building Setback:	30 feet
Side Building Setback:	20 feet
Rear Building Setback:	20 feet
Minimum Lot Size:	1 acre
Minimum Floor Area Ratio:	0.2
Maximum Lot Coverage:	40%
Front Parking Setback:	20 feet
Side Parking Setback:	10 feet
Rear Parking Setback:	10 feet

6. The property described hereon lies within Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain), Flood Zone X-Other Flood Areas (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood) and Flood Zone AE (Base Flood Elevations determined) per Federal Insurance Rate Map No. 27037 C 0044 E, dated December 2, 2011. The delineation lines between flood zones depicted hereon are subject to map scale uncertainty.
7. The contours depicted hereon are per elevation data collected while conducting the fieldwork. The contour interval is 1 foot.

PROJECT BENCHMARK: Top of MNDOT Geodetic Monument "1985 AU 1" Elevation = 716.18 feet. (NAVD88)

SITE BENCHMARK: Top nut of hydrant at the access drive on the surveyed property. Elevation = 698.64 feet. (NAVD88).

PROPOSED LOT SUMMARY:

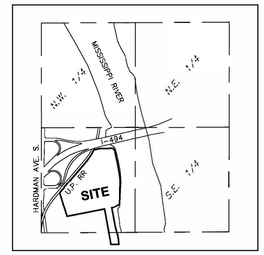
Lot 1, Block 1:	216,328	square feet	4.96620	acres
Lot 1, Block 2:	458,697	square feet	10.53023	acres
Outlot A:	314,404	square feet	7.21772	acres
Outlot B:	711,193	square feet	16.32675	acres
Outlot C:	175,631	square feet	4.03193	acres
Right of Way:	151,298	square feet	3.47333	acres
Total:	2,027,551	square feet	46.54616	acres

CERTIFICATION:

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

Date of survey: September 12, 2025.
Date of signature: October 8, 2025.

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



S.W. 1/4, SEC. 26, TWP. 28 N, RGE. 22 W
VICINITY MAP
NOT TO SCALE

FIELD BOOK	PAGE

DRAWING NAME: 42934 Preliminary Plat.dwg
JOB NO. 42934
FILE NO.

FIELDWORK CHIEF: JW
DRAWN BY: DL
CHECKED BY: CAT

REVISIONS

NO.	DATE	DESCRIPTION
1	2025/11/04	Revisions per City Comments.
2	2025/11/18	Revisions per City Comments & New Topo over Outlot B
3	2025/12/03	Revisions per City Comments
4	2025/12/17	Revisions per City Comment

PRELIMINARY PLAT

SURVEY FOR:
CITY OF SOUTH ST. PAUL

PROPERTY ADDRESS:
675 & 680 VERDEROSA AVENUE
SOUTH ST. PAUL, MN 55075

Egan, Field & Nowak, Inc.
land surveyors since 1872
475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
WWW.EFNSURVEY.COM

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WAKOTA NORTH 2ND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That the Metropolitan Council, a public corporation, the City of South St. Paul, a Minnesota Municipal corporation and the South St. Paul Economic Development Authority, a Minnesota public body corporation, fee owners of the following described property situated in the City of South St. Paul, County of Dakota, State of Minnesota.

That part of Government Lots 5 and 6, Section 26, Township 28N., Range 22 W., and that part of Government Lot 11, Section 35, Township 28N., Range 22W., (part of which was formerly platted as "South St. Paul Syndicate Park No. 2, Dakota Co., Minn." and now vacated) described as follows:

Commencing at the northwest corner of said Section 35; thence southerly, along the West line of said Government Lot 11 to the northerly line of Maltby Street as dedicated in said "South Saint Paul Syndicate Park No. 2, Dakota Co. Minn."; thence on an assumed bearing of N 89 degrees 13 minutes 32 seconds E, along said northerly line of Malby Street, a distance of 672.63 feet; thence N 2 degrees 11 minutes 13 seconds W a distance of 714.32 feet; thence N. 17 degrees 55 minutes 39 seconds W a distance of 634.79 feet to the southeasterly right of way line of the Chicago, Rock Island and Pacific Railway; thence N. 40 degrees 18 minutes 49 seconds E., along said southeasterly right of way line, a distance of 1023.68 feet; thence northeasterly, on a tangential curve, concave to the northwest, having a radius of 1457.40 feet, a central angle of 14 degrees 45 minutes 40 seconds a distance of 375.47 feet to its intersection with the southerly right of way line of Interstate Highway Number 494; thence N. 76 degrees 17 minutes 14 seconds E, along said southerly right of way line, a distance of 141.47 feet to a point hereinafter to be known as point "A"; thence N 76 degrees 17 minutes 14 seconds E to the westerly shore line of the Mississippi River and the point of beginning of the land to be described; thence S. 76 degrees 17 minutes 14 seconds W to said point "A"; thence S. 17 degrees 25 minutes 20 seconds E a distance of 293.96 feet; thence S. 74 degrees 20 minutes 46 seconds W a distance of 300.81 feet; thence S. 15 degrees 36 minutes 14 seconds E. a distance of 373.12 feet; thence N. 74 degrees 25 minutes 34 seconds E. a distance of 27.45 feet; thence S. 15 degrees 36 minutes 31 seconds E. a distance of 192.62 feet; thence N. 74 degrees 32 minutes 41 seconds E. a distance of 135.67 feet; thence S. 86 degrees 21 minutes 36 seconds E. to the westerly shore line of the Mississippi River; thence northerly, along said Westerly shore line to the point of beginning, EXCEPT for that part of the North 20 acres of Government Lot 6, Section 26, Township 28, Range 22, lying southeasterly of the southeasterly right of way of Interstate Highway Number 494.

TOGETHER WITH

That part of Government Lots 5 and 6, Section 26, Township 28N., Range 22W., and that part of Government Lot 11, Section 35, Township 28N., Range 22W., (part of which was formerly platted as "South Saint Paul Syndicate Park No. 2, Dakota Co., Minn.," and now vacated), described as follows:

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TOGETHER WITH

That part of the North 20.00 acres of Government Lot 6, Section 26, Township 28 N., Range 22 W., Dakota County, Minnesota, lying Southeast of the Southeast right-of-way of Interstate Highway No. 494.

TOGETHER WITH

Lot One (1), Block (1), Wakota North, Dakota County, Minnesota.

TOGETHER WITH

Lot Two (2) Block One (1) Wakota North, Dakota County, Minnesota.

TOGETHER WITH

Outlot A, Wakota North, Dakota County, Minnesota.

TOGETHER WITH

Outlot A, Wakota Addition, Dakota County, Minnesota

Have caused the same to be surveyed and platted as WAKOTA NORTH 2ND ADDITION.

IN WITNESS WHEREOF said Metropolitan Council, a public corporation, has caused these presents to be signed by its proper officer this _____ day of _____ , 202___.

Signed: Metropolitan Council,

By: _____
Meredith Vadis, Regional Administrator

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ , 202___, by Meredith Vadis, Regional Administrator of the Metropolitan Council, a public corporation, on behalf of the corporation.

_____
Signature

_____
Printed

Notary Public _____ County, _____

My commission expires _____

IN WITNESS WHEREOF said City of South St. Paul, a Minnesota municipal corporation, has caused these presents to be signed by its proper officer this _____ day of _____ , 202___.

Signed: City of South St. Paul,

By: _____ , as _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ , 202___, by _____ , as _____ of the City of South St. Paul, a Minnesota municipal corporation, on behalf of the corporation.

_____
Signature

_____
Printed

Notary Public _____ County, _____

My commission expires _____

IN WITNESS WHEREOF said South St. Paul Economic Development Authority, a Minnesota public body corporation, has caused these presents to be signed by its proper officer this _____ day of _____ , 202___.

Signed: South St. Paul Economic Development Authority,

By: _____ , as _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ , 202___, by _____ , as _____ of the South St. Paul Economic Development Authority, a Minnesota public body corporation, on behalf of the corporation.

_____
Signature

_____
Printed

Notary Public _____ County, _____

My commission expires _____

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

Dated this _____ day of _____ , 202___.

_____
Christopher A. Terwedo, Land Surveyor
Minnesota License No. 53536

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ , 202___, by Christopher A. Terwedo, Land Surveyor, Minnesota License No. 53536.

_____
Signature

_____
Printed

Notary Public _____ County, _____

My commission expires _____

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

This plat of WAKOTA NORTH 2ND ADDITION was approved and accepted by the City Council of the City of South St. Paul, Minnesota at a regular meeting thereof held this _____ day of _____ , 202___, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____, Mayor By: _____, Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 202___.

By: _____
Todd B. Tollefson
Dakota County Surveyor

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

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____ , 202___.

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

REGISTRAR OF TITLES, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of WAKOTA NORTH 2ND ADDITION was filed in the office of the Registrar of Titles for public record on this _____ day of _____ , 202___, at _____ o'clock __. M., and was duly filed in Book _____ of Plats, Pages _____ as Document Number _____.

By: _____
Amy A. Koethe, Registrar of Titles

ATTACHMENT 3
FINAL PLAT

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

SHEET 1 OF 4 SHEETS

WAKOTA NORTH 2ND ADDITION

Line Table		
Line #	Length	Direction
L1	59.35	N20°52'33"E
L2	61.40	N05°35'43"E
L3	61.40	S05°35'43"W
L4	59.35	S20°52'33"W

Curve Table			
Curve #	Length	Radius	Delta
C1	135.17	215.00	036°01'16"
C2	39.74	149.00	015°16'49"
C3	60.57	267.00	012°59'53"
C4	78.18	333.00	013°27'07"
C5	57.34	215.00	015°16'49"
C6	93.67	149.00	036°01'16"
C11	29.86	215.00	007°57'29"
C12	105.30	215.00	028°03'46"

EAST QUARTER CORNER OF SECTION 27, TOWNSHIP 28 N, RANGE 22 W (FOUND DAKOTA COUNTY ALUMINUM MONUMENT)

0 100 200 300
SCALE IN FEET

THE NORTH LINE OF VACATED MALDEN STREET (FORMERLY MALTBY AVENUE) IS ASSUMED TO BEAR NORTH 89 DEGREES 42 MINUTES 06 SECONDS EAST

WEST LINE OF GOVERNMENT LOT 6, SECTION 26

S E C. 26

T 28 N., R 22 W.

MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-140

FORMERLY THE CHICAGO, ROCK ISLAND, AND PACIFIC RAILWAY) WITH THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NUMBER 494

EASEMENT FOR INGRESS AND EGRESS PURPOSES PER DOC. NO. 219493

EASEMENT FOR INGRESS AND EGRESS PURPOSES PER DOC. NO. 219493

CENTERLINE OF 50 FOOT EASEMENT PER DOC. NO. 219493

EASEMENT FOR ELECTRICAL UTILITY PURPOSES PER DOC. NO. 188346

UNION PACIFIC RAILROAD (FKA CHICAGO, ROCK ISLAND, AND PACIFIC RAILWAY)

EASEMENT FOR OUTFALL PURPOSES PER DOC. NO. 219494

EASEMENT FOR PUBLIC SEWER PURPOSES PER BOOK Y OF MISC., PAGE 519

EASEMENT FOR INGRESS AND EGRESS PURPOSES PER DOC. NO. 219493

POINT "A"

L.S. 9294

BENCHMARK: TOP NUT OF HYDRANT ELEVATION = 698.64 FEET (NAVD 88)

CENTERLINE OF 50 FOOT EASEMENT PER DOC. NO. 219493

GOVERNMENT LOT 6

LOT 1 WAKOTA

LOT 1 BLOCK 2

LOT 2 NORTH

VERDEROSA AVENUE

MARLEY DANNER DRIVE

SEE "DETAIL A"

SEE "DETAIL B"

SEE "DETAIL C"

SOUTH LINE OF GOVERNMENT LOT 6
NORTH LINE OF GOVERNMENT LOT 5

BLOCK 1

OUTLOT A
DRAINAGE AND UTILITY EASEMENT OVER ALL OF OUTLOT A

DRAINAGE POND

WATER ELEVATION: AS OF MAY 25, 2018 = 699.4 FEET (NAVD88)

SOUTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD (FORMERLY THE CHICAGO, ROCK ISLAND, AND PACIFIC RAILWAY)

OUTLOT B

Curve Table			
Curve #	Length	Radius	Delta
C7	133.00	215.00	035°26'41"
C8	57.41	215.00	015°17'55"
C9	280.32	215.00	074°42'06"

Line Table		
Line #	Length	Direction
L5	106.29	S11°06'57"E

WET LAND

WATER ELEVATION: AS OF NOVEMBER 6, 2025 = 699.5 FEET (NAVD88)

WESTERLY SHORELINE OF THE MISSISSIPPI RIVER WATER ELEVATION AT TIME OF SURVEY (2025-09-12) = 687.2 (NAVD88)

OUTLOT A DAKOTA COUNTY TRAIL EASEMENT PER RIGHT OF WAY PLAT NO. 380, RECORDED AS DOC. NO. 696140

SURVEY LINE

EASEMENT FOR UTILITIES, DRAINAGE, AND FLOOD DIKE PURPOSES PER DOC. NO. 334394

EASEMENT FOR UTILITIES, DRAINAGE, AND FLOOD DIKE PURPOSES

OUTLOT C

MEANDER CORNER "RM MC2" (FOUND 3-INCH ALUM. DISC)

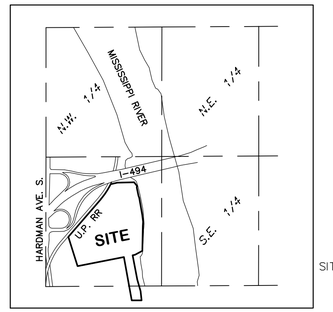
SOUTHWEST CORNER OF GOVERNMENT LOT 5, SECTION 26, TOWNSHIP 28 N, RANGE 22 W (FOUND DAKOTA COUNTY CAST IRON MONUMENT)

NORTH LINE OF VACATED MALDEN STREET (FKA MALTBY AVENUE)

GOVERNMENT LOT 5

GOVERNMENT LOT 11

MATCH LINE



S.W. 1/4, SEC. 26, TWP. 28 N, RGE. 22 W

VICINITY MAP

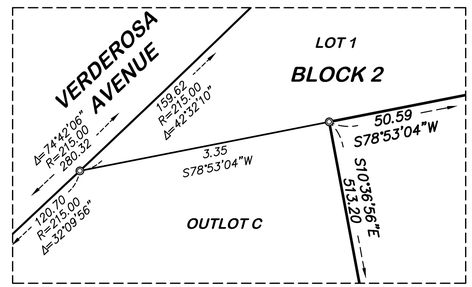
NOT TO SCALE

- FOUND CAST IRON MONUMENT
- FOUND 1/2 INCH IRON PIPE, UNLESS OTHERWISE NOTED
- FOUND ALUMINUM DISC
- SET 1/2 INCH X 14 INCH IRON PIPE MARKED WITH LICENSE NUMBER 53536
- SET ⊗ SET PK NAIL AND WASHER MARKED WITH LICENSE NUMBER 53536
- (N89°14'35"E) RECORD BEARING
- (234.20) RECORD DISTANCE
- –MEAS. MEASURED DISTANCE

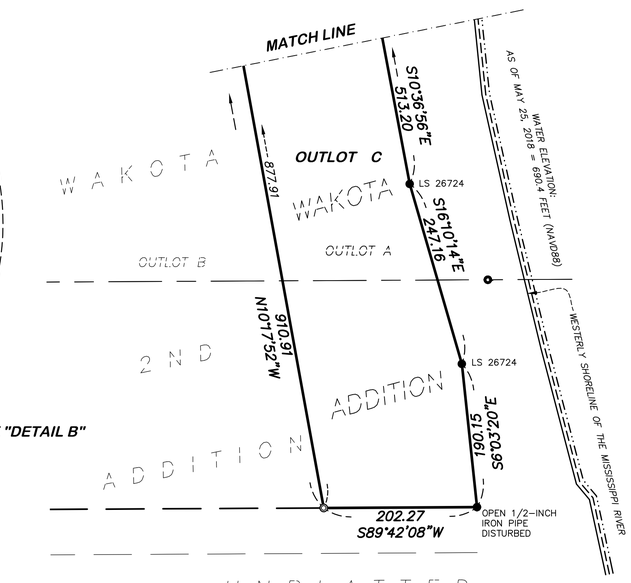
BENCHMARK – MINNESOTA DEPARTMENT OF TRANSPORTATION BENCHMARK "WALSER" ELEVATION = 720.85 (NAVD88)

BENCHMARK – MINNESOTA DEPARTMENT OF TRANSPORTATION BENCHMARK "1985 AU 1" ELEVATION = 716.18 (NAVD88)

SITE BENCHMARK – TOP OF HYDRANT LOCATED ON THE WEST SIDE OF VERDEROSA AVE., SOUTH OF THE PROPERTY ENTRANCE. ELEVATION = 698.64 FEET. (NAVD 88)



"DETAIL C"

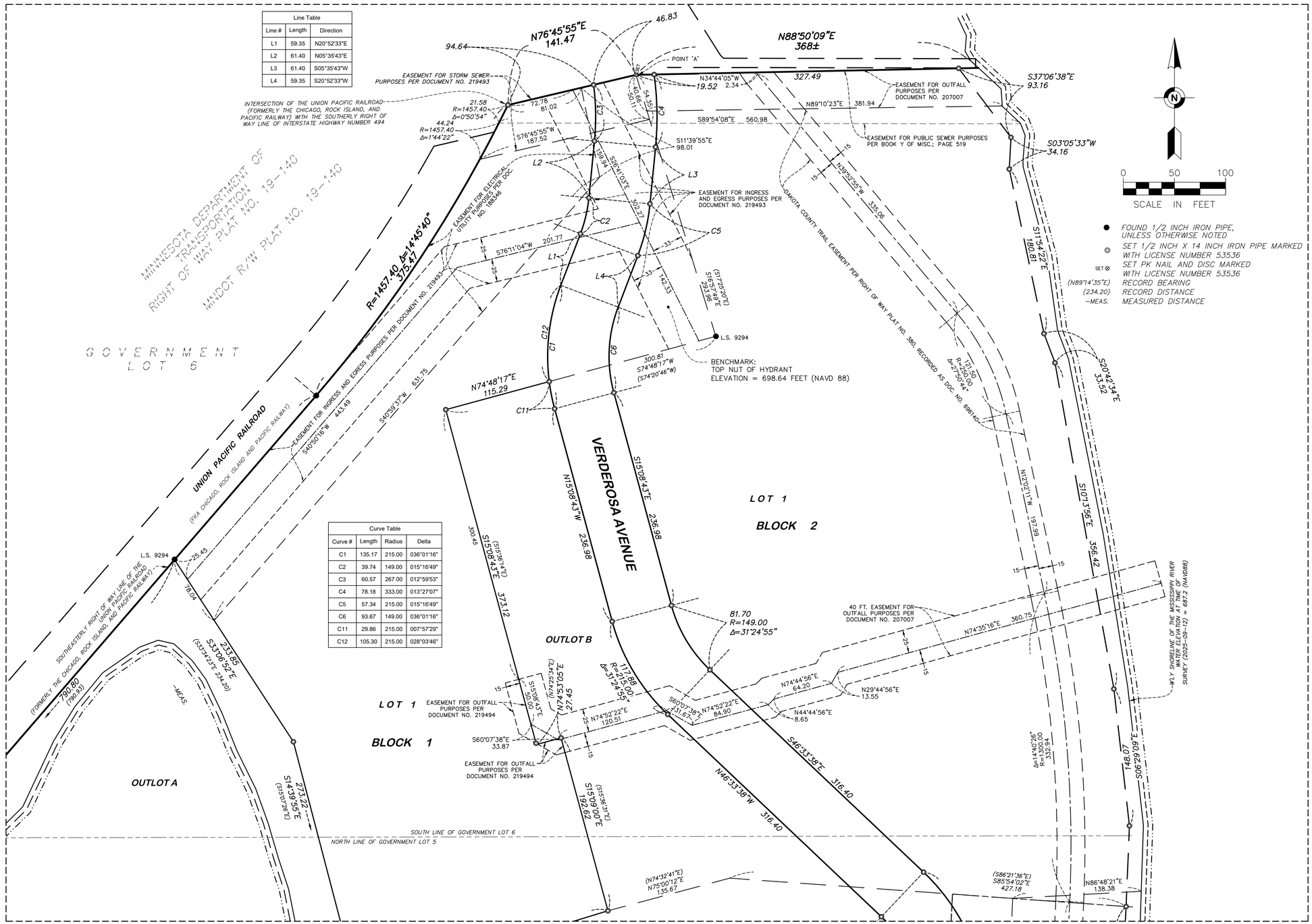


Egan, Field & Nowak, Inc.
land surveyors since 1872

SHEET 2 OF 4 SHEETS

WAKOTA NORTH 2ND ADDITION

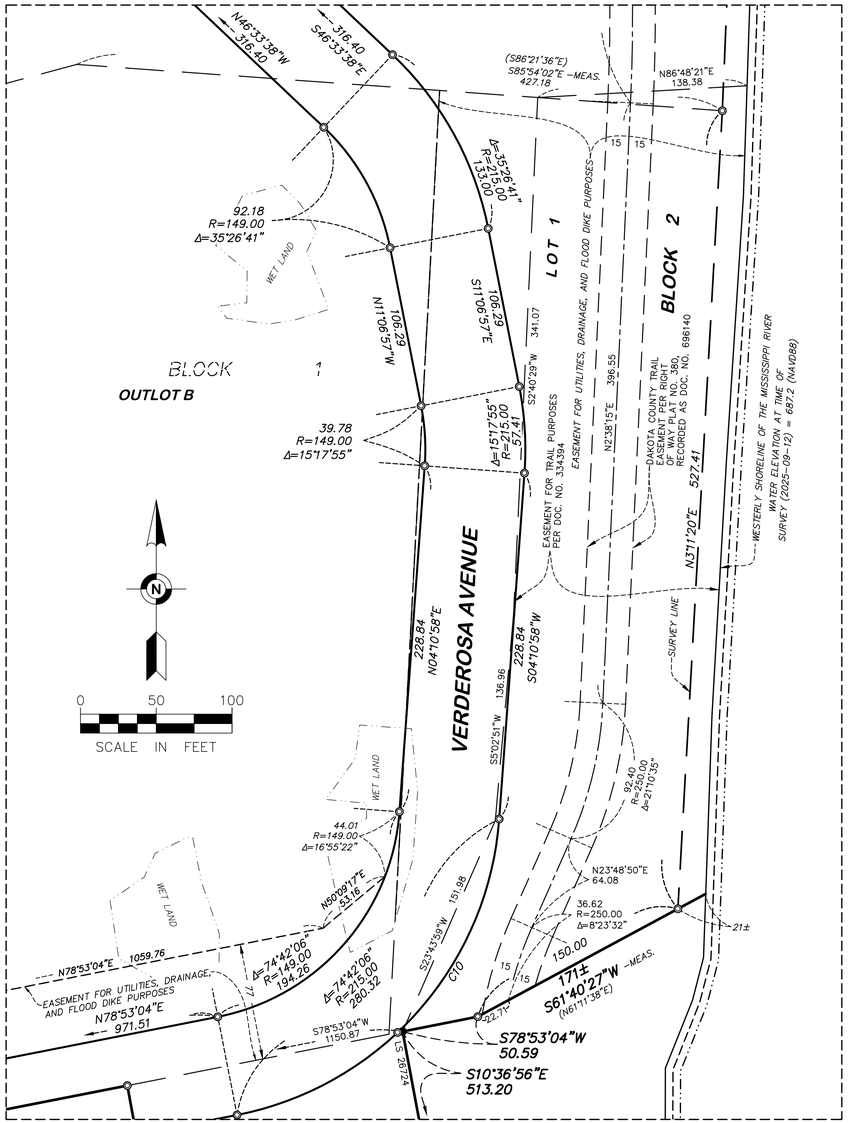
EASEMENT "DETAIL A"



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

WAKOTA NORTH 2ND ADDITION

EASEMENT "DETAIL B"



- ● FOUND 1/2 INCH IRON PIPE, UNLESS OTHERWISE NOTED
- ⊙ SET 1/2 INCH X 14 INCH IRON PIPE MARKED WITH LICENSE NUMBER 53536
- SET ⊗ SET PK NAIL AND DISC MARKED WITH LICENSE NUMBER 53536
- (N89°14'35"E) RECORD BEARING
- (234.20) RECORD DISTANCE
- –MEAS. MEASURED DISTANCE

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

SHEET 4 OF 4 SHEETS

CITY COUNCIL AGENDA REPORT

DATE: February 17, 2026
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 11.C.

MEETING TYPE
Regular Meeting

AGENDA ITEM
PFAS Feasibility Study

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Accept South St. Paul PFAS Feasibility Study

OVERVIEW
On April 10th, 2024, the EPA issued its final National Primary Drinking Water Regulation for several PFAS compounds. The federal regulations identified maximum contaminant levels (MCLs) for different PFAS compounds, set deadlines for monitoring PFAS, and set a timeline for public water suppliers to reach the MCLs. The compliance deadline, meaning the point at which PFAS levels must be below the federal MCLs, is April 2029. In September of 2024, the City Council approved a proposal from AE2S to prepare a feasibility report for how to address PFAS in the water system.

AE2S reviewed the South St. Paul water system, water chemistry data, and PFAS monitoring results. AE2S then analyzed mitigation strategies including drilling new wells, blending water from different wells, connecting to nearby systems, centralized treatment, individual treatment, and installing point of use treatment systems. The study focuses on treatment options for individualized treatment at Well No. 4, ultimately recommending treatment through a Granular Activated Carbon (GAC) system.

AE2S staff will present the findings of the feasibility report at the Council Meeting. The report and an executive summary are attached to this staff memo.

SOURCE OF FUNDS
Grant funding from Drinking Water Planning and Design Funds from the MPCA funded the preparation of the feasibility report.

ATTACHMENTS
1. SSP PFAS Feasibility Study_Executive Summary
2. SSP PFAS Feasibility Study_Report

City of
South St. Paul
Minnesota

CITY OF SOUTH ST. PAUL
PFAS FEASIBILITY STUDY

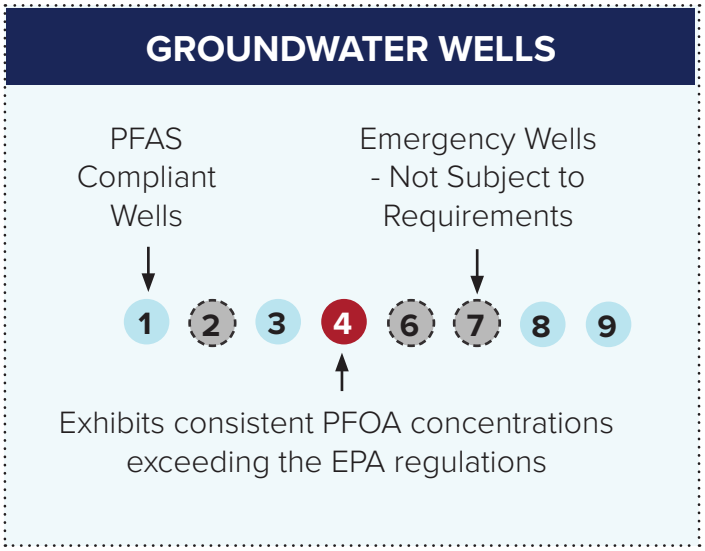
On April 10, 2024, the EPA issued its final National Primary Drinking Water Regulation for several PFAS compounds. In response to South St. Paul's strong commitment to public health and the approaching regulatory requirements, the City partnered with AE2S to conduct a feasibility study to evaluate potential PFAS treatment needs across the City's drinking water system. **Based on a comprehensive review of the City's water quality data, PFAS treatment at Well No. 4 is recommended to be installed by Spring 2029.**

Water System Overview

The City owns and operates:

- **8 Groundwater Wells**
- **5 Storage Tanks**
- **Interconnections with Adjacent Water System**

This is critical infrastructure that manages water for daily demand and emergencies. The groundwater wells are defined as "entry points to the distribution system" and are obligated to follow EPA regulations.



KEY STUDY COMPONENTS

- ✔ Overview of Existing Water System
- ✔ Water Treatment Regulatory Review
- ✔ Source Water Quality Review
- ✔ Review of Funding Availability
- ✔ Evaluation of PFAS Mitigation Options
- ✔ Planning Level PFAS Treatment Layout
- ✔ Operation and Maintenance Analysis
- ✔ Opinion of Probable Cost

PFAS Mitigation Strategies

Several PFAS mitigation strategies were evaluated, with an ultimate recommendation of:

Individual Treatment at Well No. 4

Other mitigation strategies evaluated included:

1. **Drill New Wells**
   No guarantee that new wells will produce PFAS free water
2. **Blend Wells**
   Very costly and would face operational challenges without removal of PFAS
3. **Connect to Nearby Systems** (including Inver Grove Heights and SPRWS)
   Requires capital expenditures and no control over future water rate increases
4. **Centralized Treatment**
   Significant costs beyond treating the impacted well
5. **Install Point of Use Treatment Systems**
   Would not address MDH or EPA compliance for PFAS due to contamination at compliance measurement points

RECOMMENDATIONS

After a full review of PFAS treatment alternatives, GAC media is expected to have the best performance for addressing project objectives and goals. GAC is recommended due to compatibility with water quality at Well No. 4, low relative cost when compared to other options, and ease of operations.



WHY GAC?

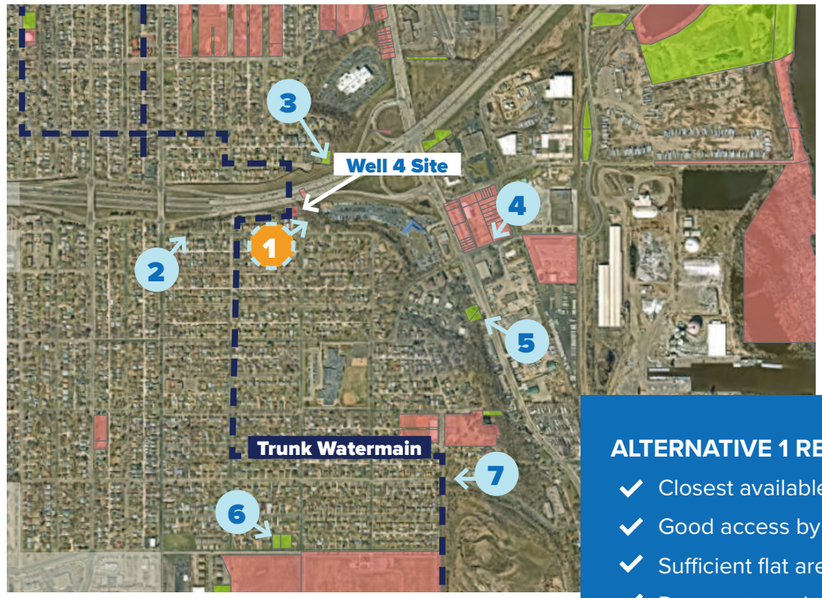
- Well-established and accepted PFAS removal process with well demonstrated performance.
- More cost effective than other technologies like Ion Exchange due a limited risk of premature breakthrough based on historical water quality data.
- Strong PFAS removal efficiencies shown by manufacturer and third party data.
- Ability to remove other compounds if necessary.

Preliminary Design Considerations:

- Relocate fluoride feed point from Wellhouse 4 to the proposed WTP
- Incorporate backwash tank to protect sewer system
- Maximize ease for operation and maintenance
- Minimize operational disruptions when GAC media change-outs are required

Treatment Location

On site treatment by the existing well house is not considered to be feasible due to the site topographic complexity, parcel size, unique road access, and spacing requirements for GAC treatment and operation. Therefore, seven remote sites, both city-owned and privately-owned, were studied to recommend a location for Well No. 4 PFAS treatment. These sites were selected for further analysis based on site access, ease of construction, and location with respect to the existing wellhouse.



Site Parameters

Site Access
Good access is integral to facility operations for construction and media exchange procedures

Proximity to Wellhouse and Major Distribution Trunklines
Piping to remote locations adds to project complexity and construction cost

Sites south of I-494 are preferred to avoid high costs of boring underneath the freeway

Site Slope Grade
Steep gradients generate additional expenses for excavation and backfilling.

ALTERNATIVE 1 RECOMMENDED

- Closest available site to Well No. 4
- Good access by street
- Sufficient flat area for building footprint
- Does not need to cross MnDOT roads or major City roads with pipelines
- Good access to nearby sewer lines

Treatment Technologies Assessed

Granular Activated Carbon (GAC)

Ion Exchange (IX)

Fluoro-sorb (FS)

Membrane Filtration (Nanofiltration (NF) or Reverse Osmosis (RO)

Other Considerations:

- Pretreatment Requirements
- Backwashing and Cleaning Requirements
- Operation & Maintenance Requirements
- Space Requirements
- Capital and Operational Costs

NEXT STEPS & IMPLEMENTATION

TIMELINE

This timeline allows the City of South St. Paul to construct the PFAS treatment facility at Well No. 4 before the current EPA compliance deadline in **(April 2029)** and continue to be engaged with the State of Minnesota and other funding agencies.

The EPA announced their intent to extend the compliance deadline to April 2031. However, the extension has yet to be officially proposed.

2026

- **February** — Final Cost Estimate & Report Presentation to City Council
- **May** — RSSCT Testing Procurement; Sanitary Sewer Flow Monitoring
- **June** — WTP Design Begins; DWRF IUP Application
- **September** — RSSCT Testing Results Obtained

2027

- **February** — Design Completion
- **March** — MDH/DLI Submission; MN PFA Funding Application
- **April** — Bid
- **July** — Construction Begins

2028

2029

Spring 2029 = WTP Start-up

Anticipated Costs

The WTP construction costs cover building construction, installation of watermains, pumps, GAC systems, fluoride feed systems, and all necessary piping, equipment, and site work to operate the facility.

Construction	Costs
Civil and Site Utilities	$765,000
Building Construction and Site Concrete	$1,241,000
Process Pipe and Equipment	$3,196,000
HVAC and Plumbing	$137,000
Electrical	$308,000
Subtotal Construction Cost	**$5,647,000**
General Conditions (10%)	$564,700
Planning Level Construction Contingency (30%)	$1,694,000
Estimated Total Construction Cost	**$7,906,000**
Professional Services (engineering, legal, administrative, testing, and integration)	**$2,310,000**
Opinion of Probable Total Project Cost	**$10,216,000**

O&M Cost Category	Annual Cost	% of Cost
Operational Staff	$85,800	19.5%
Non-Treatment Processes	$6,000	1.4%
Treatment Equipment Maintenance	$21,000	4.8%
Treatment Equipment Power	$6,000	1.4%
Treatment Chemicals	$9,600	2.2%
GAC Media Changeout	$300,200	68.1%
Process Sewer Discharge	$12,100	2.7%
Pre-Contingency Subtotal	**$441,000**	
Planning Contingency (30%)	**$132,300**	
Annual O&M Cost	**$573,300**	

NOTE:

1. *Costs are planning level only. A planning level contingency of 30% has been applied.*
2. *O&M costs are expected to increase at an average inflation rate of 3%/year.*
3. *Operations staff and GAC media replacements account for almost 90% of O&M costs. If additional staff are not required and GAC media life is extended, O&M costs could decrease significantly.*
4. *Cost to purchase four SAC units included in process sewer discharge.*

SOUTH ST. PAUL PFAS FEASIBILITY STUDY

FOR

CITY OF SOUTH ST. PAUL, MN

Feasibility Study

January 22nd, 2026

Presented to:

City of South St. Paul
South St. Paul, Minnesota

Prepared By:

AE2S, LLC
P05491-2024-002

SOUTH ST. PAUL PFAS FEASIBILITY STUDY

For

January 2026

Professional Certification

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

Name: Ursinio Puga, PE

Company: Advanced Engineering and Environmental Services, LLC (AE2S)

Date: January 22, 2026 Registration Number: 59303

Prepared By:

Advanced Engineering and Environmental Services, LLC (AE2S)

Water Tower Place Business Center
6901 E Fish Lake Road, Suite 184
Maple Grove, MN 55369

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Appendices

Appendix A: Review of Primary and Secondary Drinking Water Standards in the United States
Appendix B: Detailed Well No. 4 Water Quality Data
Appendix C: Preliminary Design Documents

Chapter 1 Introduction and Background

The City of South St. Paul (City) partnered with Advanced Engineering and Environmental Services (AE2S) to explore PFAS mitigation options for the City's drinking water system. All eight (8) source water wells were considered, a number of treatment technologies were evaluated, and multiple alternative design options are provided in addition to the AE2S recommended treatment strategy.

1.1 Background

South St. Paul is located directly south of St. Paul, Minnesota and west of the Mississippi River. The City serves around 20,000 water customers. With eight (8) groundwater wells, the City provides steady water service and has emergency water flow capabilities. Starting in 2007, South St. Paul became aware of potential PFAS concentrations in their drinking water and has been monitoring supply wells at various frequencies. Though PFAS was detected in some wells, the City was in compliance with all PFAS-related state and federal regulations prior to April 10, 2024 (when new federal PFAS regulations were promulgated). In recent years, monitoring has been a higher priority for the City and in April 2024, the U.S. Environmental Protection Agency (USEPA) announced that all normally active drinking water wells are required to complete one year of quarterly monitoring and sampling for PFAS before 2027. This initial sampling is intended to determine if treatment is necessary to comply with the USEPA's new maximum contaminant levels (MCLs) for PFAS (also released in April 2024) and set a baseline for future monitoring. South St. Paul has generated a sufficient set of data to identify wells that may require PFAS treatment based on the recent USEPA rules regarding PFAS in drinking water.

The City owns and operates eight (8) groundwater wells, five (5) storage tanks, and four (4) interconnections with a nearby community. This is critical infrastructure that manages water for daily demand and emergencies. The groundwater wells are defined as "entry points to the distribution system" and are obligated to follow USEPA regulations.

1.2 Purpose of the Study

The purpose of this study is to explore PFAS treatment options for the City of South St. Paul. Through sampling, the City has found PFAS in five (5) of their eight (8) source water wells at various concentrations. Due to South St. Paul's concern for public health and the upcoming compliance deadlines for the new USEPA PFAS regulations, the City may require treatment of source water to continue to comply with upcoming drinking water regulations.

1.3 Project Sponsor and Contact Persons

The following City staff have been directly involved in the preparation of this study.

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The South St. Paul PFAS Feasibility Study is being developed for the City of South St. Paul by AE2S. Questions about the contents of this Study should be directed toward:

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Chapter 2 Description of Water System

This chapter includes a high-level summary of the City's water system, which includes wells, storage, and a network of distribution system mains.

2.1 Water Supply

South St. Paul has eight (8) groundwater production wells that supply water to the municipal water system and provide emergency water flows. **Table 2-1** summarizes the City's well pumping capacity. Groundwater pumped by each well is treated with fluoride at the corresponding well house and sent into the distribution system. A filtration plant for radium, manganese, and iron removal was recently completed for Well No. 3. See **Figure 2-1** towards the end of this section for the location of the water supply wells within the City's water distribution system.

Table 2-1 Existing Water Supply

Well No.	Unique Well ID	Pressure Zone	Usage	Year Installed	Pumping Capacity	
					GPM	MGD
1	200674	High	Normal	1961	1,200	1.7
2	201153	High	Emergency	1972	1,200	1.7
3	200675	Low	Normal	1937	1,600	2.3
4	208347	Low	Normal	1946	2,000	2.9
6	200664	High	Emergency	1972	1,900	2.7
7	200676	Low	Emergency	1971	1,300	1.9
8	127251	High	High-Demand	1975	1,100	1.6
9	112201	Low	Normal	1975	300	0.4
Firm Pumping Capacity (with emergency wells)					**8,600**	**12.4**
Firm Pumping Capacity (without emergency wells)					**4,200**	**7.9**
Total Pumping Capacity					**10,600**	**15.3**

GPM – Gallons per Minute; GPD – Gallons per Day
No Existing Wells are located in the Oak Park Pressure Zone.
Firm pumping capacity is the capacity of the system with the largest contributed asset offline (Well No. 4 offline).

Well Nos. 1, 3, 4, and 9 are all used for normal operations, though Well Nos. 1, 4, and 9 are prioritized throughout the year and Well No. 3 is typically used as little as thirty (30) days a year to meet peak day summer demands. Well No. 8 is used as a back-up emergency well to meet peak day summer demands as needed and Well Nos. 2, 6 and 7 are used for emergency purposes only. Well No. 8 is used very rarely as it has only pumped approximately eight (8) million gallons of water in the past five (5) years in comparison with Well No. 4, which has pumped 2,725 million gallons of water during that same period. Well Nos. 2, 6, and 7 have not been used in the past ten (10) years to supply drinking water to the system.

2.2 Water Storage

Three (3) ground tanks and two (2) elevated water towers provide storage across the system, and all reside in the system's High Pressure Zone. A total of 3.15 million gallons (MG) of water can be stored by these five (5) tanks to provide reliability for system demands, emergency storage, fire flow protection, and assist in maintaining uniform pressure across the distribution system during peak hourly demands. Water storage volumes, materials and location are summarized in **Table 2-2**. See **Figure 2-1** towards the end of this section for the location of the water storage infrastructure within the City's water distribution system.

Table 2-2 Existing Storage Capacity

Storage Name	Type	Material	Zone Served	Year Installed	Storage Capacity (gallons)
9th Ave Tank	Ground	Steel	Low	1973	1,000,000
17th Ave Tank	Ground	Concrete	Low & Oak Park	2009	(2) 500,000 (two tanks)
18th Ave Tank	Elevated	Steel	High	1972	750,000
19th Ave Tank	Elevated	Steel	High	1960	400,000
				Total Elevated Storage	**1,150,000**
				Total Water Storage	**3,150,000**

2.3 Distribution Components

Three (3) pressure zones are used to maintain adequate water pressures across the system; High Zone, Low Zone, and the Oak Park Zone as shown in **Figure 2-1**. Distribution components include pump stations, pipes, valves, and hydrants across South St. Paul. 102 miles of watermains make up the existing water distribution system network and vary in size between 4-inch and 16-inch diameter pipes, with approximately 84 percent of the piping ranging in size from 6-inches to 8-inches. The water main material generally consists of cast iron pipe (CIP), ductile iron pipe (DIP), polyvinyl chloride (PVC) pipe, and high-density polyethylene (HDPE) pipe. **Figure 2-1** also shows the water main sizes and layout and **Table 2-3** summarizes the material types and quantities in South St. Paul.

South St. Paul has four (4) interconnections with the City of Inver Grove Heights for system resiliency. Three (3) of the connections are 6-inches in diameter and one (1) is an 8-inch connection. In addition, there is one (1) incomplete connection (6-inch) with the St. Paul Regional Water Services (SPRWS), though this was recently removed on the South St. Paul side of the meter vault. Due to this, there are no active connections that exist between South St. Paul and the SPRWS.

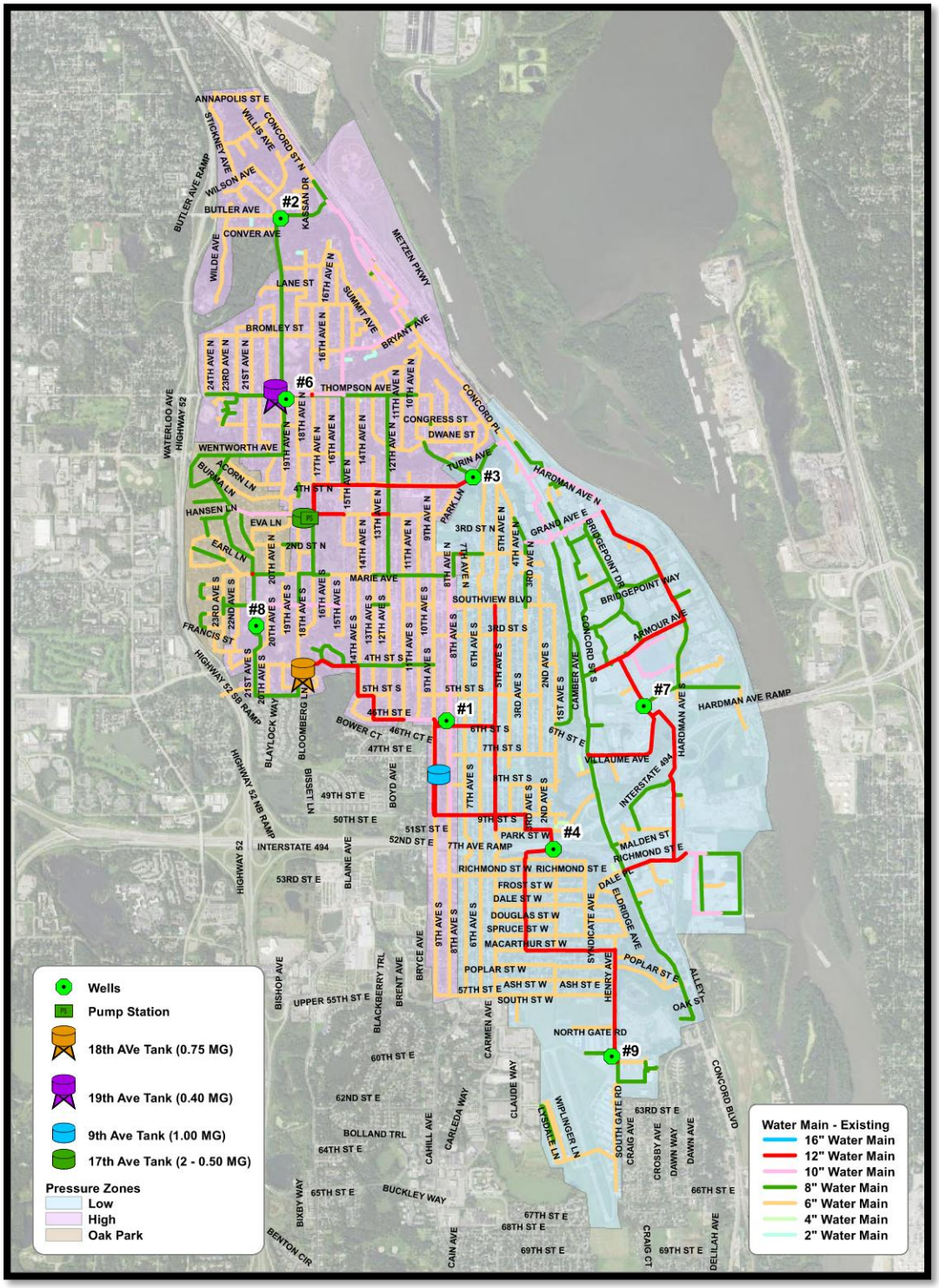


Figure 2-1 Water Assets in Service Area[1]

[1] Water System Planning Report for City of South St. Paul – August 2020 – AE2S, LLC

Table 2-3 Water Main Information

Pipe Size	Pipe Type				Total (feet)	Total (miles)
	CIP	DIP	PVC	HDPE		
4	1,982	643			2,625	0.5
6	232,473	50,544	3,547	849	287,413	54.4
8	29,694	45,947	13,944		89,585	17.0
10	11,175	13,126	1,627	1,480	28,097	5.3
12	12,555	31,169			45,351	8.6
14				425	425	0.1
16		342			342	0.1
Total (feet)	**287,879**	**141,771**	**8,311**	**848**	**453,838**	**86.0**
Total (miles)	**54.5**	**26.9**	**1.6**	**0.2**	**86.0**	

Isolation valves are common in the distribution system. About 1,150 gate valves isolate water flow from one pipe to another and minimize downtime impacts for various sections during required maintenance periods.

Fire hydrants are essential for providing adequate fire protection. Approximately 700 fire hydrants are located within City limits and provide water supply for firefighting.

2.4 Historical and Projected Water Demand

The population of South St. Paul has minimally increased from 20,167 to 20,400 over the past ten (10) years. Despite the minor increase in population, the total per capita water demand and per capita residential demand have trended downwards during this time. The 5-year average documented in the 2008 Water Plan was 163 gpcd for total water demand and 69 gpcd for residential demand. The 5-year average from the 2018 Water Plan was 126 gpcd for total water demand and 49 gpcd for residential water demand. Historical water demand is summarized in **Table 2-4** and projected water demand is shown in **Figure 2-2**.

Table 2-4 Historical Water Demand

Parameter	South St. Paul 2008 Water Supply Plan	South St. Paul 2018 Water Supply Plan
Average Day Demand (MGD)	2.7	2.6
Maximum Day Demand (MGD)	5.1	4.6
Residential Per Capita Demand (5 yr. avg.)	69 gpcd	49 gpcd
Total Per Capita Demand (5 yr. avg.)	163 gpcd	126 gpcd

GPCD – Gallons per Capita per Day
MGD – Million Gallons per Day

Projected water demand is not expected to significantly change, and increases in well productivity or quantity are not required to meet the City's water supply needs. In 2040, the projected average daily demand is 2.7 MGD and the projected maximum daily demand is 4.6 MGD. The total per capita demand is not expected to change from 126 gpcd.

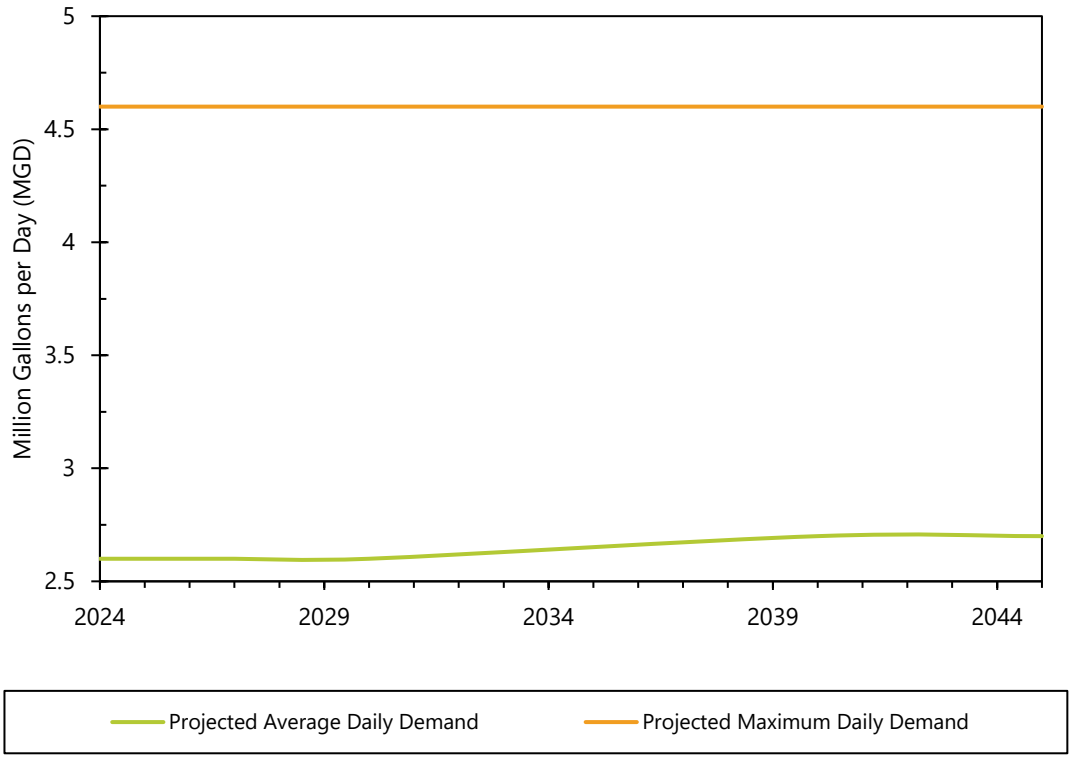


Figure 2-2 Projected Water Demand

Figure 2-2 is reflective of data generated from 2020 the Water System Planning Report[2]. No additional projections were made for this report outside of the 2020 report projections. The 2020 census provided a population of 20,759 and the 2024 projected population was 20,870. Population is fairly stagnant because the City is nearly built to the geographical limits. Increasing housing density and persons per home has been a driver for recent population increases. Despite the small increases in population, no significant change to average daily demand or maximum daily demand is expected.

2.4.1 Firm Pumping Capacity

Excluding the City's emergency wells, the firm pumping capacity is 4,200 gpm, or 6.0 MGD. This capacity is well above the projected maximum day demand. South St. Paul has plenty of water to self-supply for the extended future even with these emergency wells out of use.

[2] Water System Planning Report for City of South St. Paul – August 2020 – AE2S, LLC

Chapter 3 Water Treatment Regulatory Review

The water quality of South St. Paul's drinking water is evaluated against various Federal and State regulations by the Minnesota Department of Health (MDH) and the USEPA. This chapter describes State and Federal drinking water regulations, compliance requirements, and recent updates specific to PFAS in drinking water.

3.1 Drinking Water Regulations

A summary of the existing drinking water regulations (not associated with PFAS), including primary and secondary drinking water standards, other important water quality standards, and an overview of potential future regulations is summarized in **Appendix A**.

3.2 PFAS-Specific Regulations in the United States

Perfluoroalkyl substances (PFAS) are manmade contaminants prominent in manufacturing and are generally non-biodegradable in the environment. They are water-soluble and can be found in air, soil and source waters via industrial releases, discharges from wastewater treatment plants, street and stormwater runoff, and release from the use of aqueous film-forming foams.

Several companies in the United States began producing and using PFAS in the late 1940s due to their water, stain, grease, and heat-resistant properties. Over the years, PFAS have been used mainly in nonstick cookware, pizza boxes, stain resistant textiles, fire-fighting foam, and other everyday products. The toxicity and persistence of PFAS in the environment slowly became apparent throughout the 1980s and 1990s, and the EPA and others began researching the effects of PFAS in the late 1990s. Currently, exposure to PFAS has been linked to cancer, impacts to organs such as liver and heart, and immune and developmental damage to infants and children.

Because of this, PFAS producing companies announced the beginning of a phaseout plan for PFAS chemicals in the early 2000s. However, some PFAS chemicals are still manufactured today. The MDH began investigating PFAS in the environment and detected these contaminants in public and private drinking water sources in the East Twin Cities Metropolitan Area in the mid-2000s. In 2014, the EPA classified two (2) PFAS compounds as emerging contaminants, PFOA and PFOS, which are the most studied PFAS chemicals to date. In December 2019, the EPA started the process of establishing MCLs for PFOA and PFOS.

3.2.1 State of Minnesota PFAS Regulations

The MDH first developed Health Based Values (HBVs) for PFOS and PFOA in 2002, two (2) of the most prominent PFAS compounds. Since then, the MDH has continued to review available toxicological and more recently epidemiological information for many PFAS and develop new or revised values when needed. Currently, the MDH has HBVs for PFOS, PFOA, PFBS, PFBA, PFHxS, and PFHxA. HBVs for these six (6) PFAS compounds are summarized in **Table 3-1**.

Table 3-1 MDH Drinking Water HBVs for PFAS

PFAS Compound	Drinking Water Guidance Value (ppt or ng/L)
PFOA(1)	35
PFOS(1)	15
PFBA	7,000
PFBS	100
PFHxS(1)	47
PFHxA	200

(1) Guidance value subject to change per USEPA MLCs

The MDH has also established a combined Health or Hazard Index (HI) guidance level of 1.0 to evaluate the combined risk from the PFAS compounds by comparing the groundwater concentration to the HBVs. The MDH HI is calculated as shown below in **Equation 3-1**. The MDH HI is recommended to be maintained below 1.0.

Equation 3-1 MDH HI Calculation

$$MDH\ HI = \frac{[PFOA_{conc.}]}{35\ ppt} + \frac{[PFOS_{conc.}]}{15\ ppt} + \frac{[PFBA_{conc.}]}{7000\ ppt} + \frac{[PFBS_{conc.}]}{100\ ppt} + \frac{[PFHxS_{conc.}]}{47\ ppt} + \frac{[PFHxA_{conc.}]}{200\ ppt}$$

Since the MDH began monitoring PFAS in the mid-2000s, our understanding and ability to detect PFAS in the environment has evolved to the point where PFAS can now be detected at lower concentrations. Therefore, the MDH has indicated plans to revise the HBVs for PFOA and PFOS down to 0.0079 ppt and 2.3 ppt, respectively. However, this has not been made official as of the completion of this report. To this date, the HBVs in **Table 3-1** are still used in Minnesota.

Lastly, although the MDH has set HBVs for six (6) PFAS compounds and the HI calculation, these MDH guidance values have not been enforceable from a regulatory standpoint since the USEPA had not issued MCL values for PFAS until 2024. Up until now, when PFAS contamination in a water supply well exceeds a level of health concern, the MDH issued a well advisory to the water system. As part of that advisory, the water system is encouraged to provide communication to the public on the issue, but official enforcement actions were not taken by the MDH to require PFAS treatment or mitigation.

3.2.2 Federal PFAS Regulations

On April 10, 2024, the USEPA announced the final National Primary Drinking Water Regulation (NPDWR) for several PFAS compounds that are known to have significant negative effects on human health after long term exposure. Through this rule, the USEPA established legally enforceable levels, called Maximum Contaminant Levels (MCLs), for six (6) PFAS in drinking water: PFOA, PFOS, PFHxS, PFNA, and HFPO-DA as individual contaminants, and PFAS mixtures

containing at least two (2) or more of PFHxS, PFNA, HFPO-DA, and PFBS using a Health Index (HI) MCL to account for combined levels of PFAS in the drinking water, similar to MDH's approach.

Under the rule requirements, public water systems must conduct initial and ongoing compliance monitoring for the regulated PFAS, implement solutions to reduce regulated PFAS in their drinking water if levels exceed the MCLs, and inform the public of the levels of regulated PFAS measured in their drinking water and if an MCL is exceeded. **Table 3-2** summarizes the USEPA PFAS regulations and the MCLs for each PFAS compound.

Table 3-2 EPA Regulation PFAS Summary

Contaminant	MCLG (ppt)	MCL (ppt)	HBWC (ppt)	PQL (ppt)
PFOS	0	4.0	-	4.0
PFOA	0	4.0	-	4.0
PFNA	10	10	10	4.0
PFHxS	10	10	10	3.0
HFPO-DA	10	10	10	5.0
PFBS(1)	-	-	2,000	3.0
USEPA HI	1 (unitless)	1 (unitless)	-	-

ppt: parts per trillion; HI: Hazard Index
(1) PFBS does not have an individual MCL, but it is included in the EPA HI calculation.

Important definitions to know for interpretation of the new USEPA PFAS regulations:

- **Maximum Contaminant Level Goal (MCLG):** Maximum level of a contaminant in drinking water at which no known or anticipated adverse effect on the health of persons would occur, allowing an adequate margin of safety.
- **Maximum Contaminant Level (MCL):** Maximum level allowed of a contaminant in water which is delivered to any user of a public water system. This is the regulatory level.
- **Health Based Water Concentration (HBWC):** The level of a PFAS chemical in drinking water at which no health effects are expected.
- **Practical Quantitation Limit (PQL):** The lowest analyte concentration that can be reliably measured with a 95 percent confidence level.

Similar to the MDH HI formula, the USEPA HI formula is the summation of the tested concentration of the following chemicals: PFNA, PFHxS, HFPO-DA, and PFBS, each chemical divided by the associated health-based water concentration (HBWC) value, as shown in **Equation 3-2**. Hazard indexes greater than one (1) are results that exceed the MCL for these four (4) chemicals.

Equation 3-2 Federal HI Compliance Calculation

$$Hazard\ Index = \frac{[PFNA_{conc.}]}{10\ ppt} + \frac{[PFHxS_{conc.}]}{10\ ppt} + \frac{[HFPO-DA_{conc.}]}{10\ ppt} + \frac{[PFBS_{conc.}]}{2000\ ppt}$$

In addition to regulating PFAS concentrations in the drinking water, the USEPA final rule designate perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS) as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), also known as Superfund, and will help ensure that polluters pay to clean up their contamination. This final action addresses PFOA and PFOS contamination by enabling investigation and cleanup of these harmful chemicals and ensuring that leaks, spills, and other releases are reported. USEPA issued a separate CERCLA enforcement discretion policy that makes clear that the USEPA will focus enforcement on parties who significantly contributed to the release of PFAS chemicals into the environment, including parties that have manufactured PFAS or used PFAS in the manufacturing process, Federal facilities, and other industrial entities.

Under the CERCLA extension of the rule, entities are required to immediately report releases of PFOA and PFOS that meet or exceed the reportable quantity of one (1) pound within a 24-hour period to the National Response Center, Tribal, and local emergency responders. The designation of PFOA and PFOS as hazardous substances under CERCLA enables the USEPA to use one of its strongest tools to compel polluters to pay for or conduct investigations and cleanup, rather than taxpayers. This designation is especially important as delay in addressing contamination allows PFOA and PFOS more time to migrate in water and soil, worsening the extent of contamination. The final rule also means that Federal entities that transfer or sell their property must provide notice about the storage, release, or disposal of PFOA or PFOS on the property and guarantee that contamination has been cleaned up or, if needed, that additional cleanup will occur in the future. It will also allow the Department of Transportation to list and regulate these substances as hazardous materials under the Hazardous Materials Transportation Act. This could have direct implications for communities that dispose of PFAS removal media for drinking water purposes.

3.2.3 PFAS Regulations Implementation Timeline

Summarized below are the important dates for compliance requirements:

- **April 2024:** Final PFAS Rule promulgated by the EPA.
- **April 2027:** Deadline to complete initial monitoring sample and begin compliance monitoring samples.
    - Initial monitoring sampling requirements vary by size of water system and type of source water (surface or groundwater) and are due by April 2027.
    - Beginning in April 2027, each system will have to submit quarterly compliance monitoring results unless approved for reduced monitoring by the regulatory agency.
- **April 2029:** Deadline for drinking water to show compliance with the PFAS Rule.
    - Results of initial monitoring must be included in Consumer Confidence Reports.
    - Regular monitoring for compliance must begin, and results of compliance monitoring must be included in Consumer Confidence Reports.
    - Required public notification for monitoring and testing violations.

Initial monitoring for the six (6) regulated PFAS compounds will need to be completed by 2027. PFAS data must be collected from each entry point to the distribution system, analysis must be completed by a USEPA / State certified laboratory and analyzed by either Method 533 or 537.1. South St. Paul is classified as a large groundwater system serving more than 10,000 people so the initial monitoring must include four sampling events over a 12-month period. These four sampling events must occur two (2) to four (4) months apart.

3.2.4 Reporting PFAS Concentrations

The final rule utilizes rolling averages from quarterly compliance samples taken with approved USEPA methods. Current drinking water matrix focused methods include Method 533 and Method 537.1. There are known advantages and disadvantages with each method.

Compliance with the MCLs will be based on a Running Annual Average (RAA) during quarterly testing after the initial monitoring period is completed. This RAA is defined as the most recent four (4) quarters of data. If at any time more than one sample is taken during a quarter, all samples will be used in the RAA. Average values will be reported with the significant figures shown in **Table 3-2**.

Any individual PFAS result below the Practical Quantitation Levels (PQL) shown in **Table 3-2** will be reported as a value of zero (0) in the compliance calculation. The USEPA defines the PQL as the lowest level at which contaminants can be reliably quantified within specific limits of precision and accuracy during routine laboratory operating conditions using approved methods. The USEPA determines the PQL through interlaboratory studies and can be affected by the instrumentation used, sample preparation techniques, and the instrument operator. In setting the PQL, the USEPA must be assured that all laboratories certified to analyze for PFAS can meet the minimum requirements for precision and accuracy.

Based on these laboratory studies, the USEPA has set the PQL for each of the regulated PFAS in **Table 3-2**. It should be noted that the PQL for both PFOS and PFOA are set at the MCL. The other four (4) PFAS PQLs are set below the individual MCLs. The USEPA's protocol is to have water systems report the level of a contaminant detected in their drinking water at or below the PQL as zero (0) in their compliance calculations. This process can have a significant effect on the final compliance results that are reported to the regulatory agency.

During the initial monitoring phase (from April 2024 - April 2027), utilities are required to collect the following data defined in **Table 3-3**. After this phase, a 3-year long compliance sampling phase begins in which systems can continue monitoring every quarter (for applicable systems) or receive a reduced monitoring schedule. To be approved for a reduced monitoring schedule, systems must provide a RAA below all MCLs (including the HI MCL). Once in the reduced monitoring schedule, there is an option for systems to enter a further reduced monitoring schedule. To be approved for a further reduced monitoring schedule, systems must provide three (3) consecutive annual measurements underneath "trigger levels". These trigger levels are defined

as one-half of the associated MCL for each PFAS compound. If a single sample result goes over the MCL during reduced monitoring, that system will be required to return to non-reduced monitoring. During reduced monitoring, samples between the trigger level and MCL will qualify a system to remain in the reduced monitoring category. If a single sample result goes over the trigger level during further reduced monitoring, that system will be required to return to non-reduced monitoring until they qualify for a less frequent sample schedule. There is no option to go from non-reduced monitoring to further reduced monitoring as systems are required to first show compliance with the reduced monitoring, if applicable. The nuances of the changing sample schedules are summarized in **Figure 3-1**. Sampling frequencies during the reduced monitoring and the further reduced monitoring stages may vary based on direction of the regulatory agency. Sampling frequencies shown in **Figure 3-1** summarize how systems can be approved for alternative sampling schedules in the future after initial monitoring.

Table 3-3 Initial Monitoring Sample Schedule

Initial System Monitoring Size	Source Water	Initial 12-Month Monitoring Period
>10,000	Surface	4 samples total, all 2-4 months apart
	Groundwater	
≤10,000	Surface	
	Groundwater	2 samples total, both 5-7 months apart

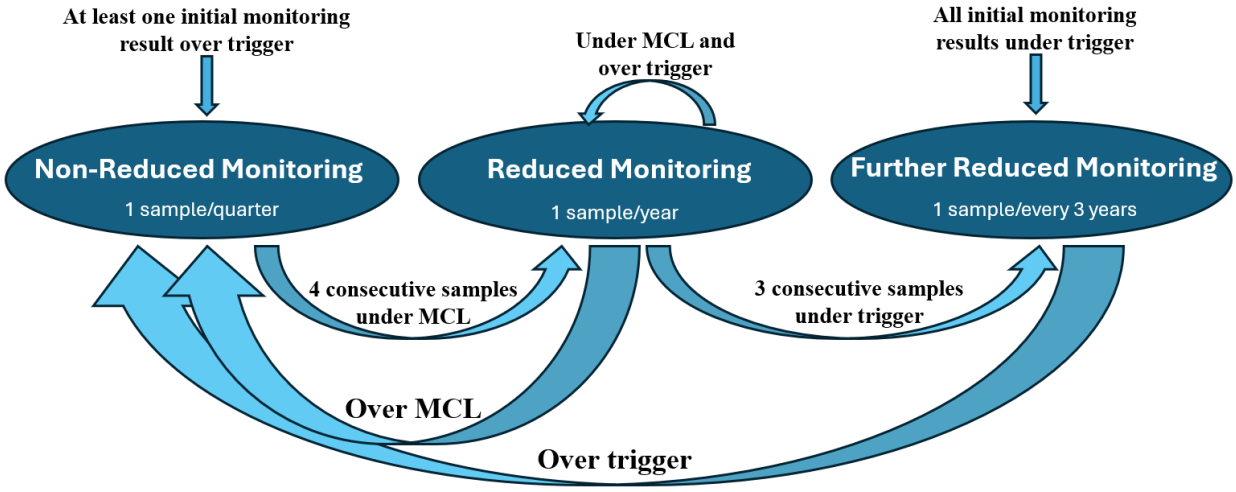


Figure 3-1 Compliance Monitoring Explanation

3.3 Legal Challenges to the USEPA PFAS Rule

Following the publication of the final PFAS ruling by the USEPA in June 2024, the American Water Works Association (AWWA) and Association of Metropolitan Water Agencies (AMWA) filed a petition in the United States Court of Appeals to challenge the PFAS MCLs in June 2024. AWWA and AMWA argue that USEPA did not follow the spirit of the Safe Drinking Water Act (SWDA) in

determining the MCLs for the PFAS Final Rule. SWDA requires the use of sound, proven science in creating water regulations that protect public health.

The petition requests that a court verify the methods used by USEPA in determining the MCLs, proposes revised MCLs of 10 ppt for PFOA and PFOS – instead of the 4 ppt established by the USEPA, and suggests the removal of the HI MCL for compliance clarity. The details of this petition are available on AWWA's PFAS website page in the AWWA v EPA AMWA AWWA Opening Brief[1] filed on October 7th, 2024.

Although the fate of the PFAS Final Rule is expected to be determined in court at a later date, the full effects of the USEPA Final Rule remain in effect and the City of South St. Paul must plan accordingly. The PFAS mitigation analysis performed in this report conforms to the existing USEPA PFAS Final Rule.

3.4 Potential Changes to the USEPA PFAS Rules

In May of 2025, the USEPA announced plans to change the PFAS NPDWRs established in April of 2024.[2] According to a press release, the USEPA plans to rescind and reconsider the MCLs for PFHxS, PFNA, and HFPO-DA (Gen-X) individually as well as the Hazard Index for those three chemicals plus PFBS. The USEPA also announced plans to extend the PFAS compliance deadline for public water systems from April 2029 to April 2031. However, the announcement did not include an increase to the MCLs for PFOA and PFOS. According to the press release, the new rules would be officially proposed in Fall 2025, and the rules would be finalized in Spring of 2026. However, as of January 2026, the USEPA has yet to officially proposed changes to PFAS NPDWRs.

[1] Opening Brief: https://www.awwa.org/wp-content/uploads/AWWA-v-EPA-AMWA-AWWA-Opening-Brief.pdf

[2] USEPA Press Release: https://www.epa.gov/newsreleases/epa-announces-it-will-keep-maximum-contaminant-levels-pfoa-pfos

Chapter 4 Source Water Quality Review

South St. Paul's water was sampled and tested for PFAS and other compounds to study historical source water quality to aid in evaluating PFAS mitigation strategies as well as other treatment that may be needed to continue to comply with drinking water regulations. This chapter summarizes the historical PFAS data collected in South St. Paul, additional water quality data that was collected as part of this study, and the treatment goals recommended for the City based on the water quality results.

4.1 Historical PFAS Data

Table 4-1 below depicts the most recent four-quarter rolling averages for municipal supply wells with data from Method 533 or 537.1. The first detectable concentrations of PFAS in City-operated wells date back to 2007 (PFBA in Well No. 8). Looking at historical data, more PFAS constituents have been detected in South St. Paul as analytical techniques were improved. Not all municipal wells have detectable levels of PFAS, and only some wells have generated concentrations over the new USEPA MCLs.

Table 4-1 Most Recent Rolling Average PFAS Concentrations

Well No.	PFOA (ppt)	PFOS (ppt)	PFHxS (ppt)	PFNA (ppt)	PFBS (ppt)	HFPO-DA (ppt)	HI (1 or under)
MCL	**4.0**	**4.0**	**10.0**	**10.0**	**2000.0(1)**	**10.0**	**1**
1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2(2)	16	0.0	0.0	0.0	0.0	0.0	0.0
3	1.7	0.0	1.2	0.0	1.0	0.0	0.1
4	7.5	1.1	5.5	0.0	4.7	0.0	0.6
6(2)	5.8	0.0	4.7	0.0	3.9	0.0	0.5
7(3)							
8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9	0.0	0.0	0.0	0.0	0.0	0.0	0.0

(1) Not an MCL by a Health-Based Water Concentration or Index. However, PFBS is used by the USEPA in the Federal HI calculation.
(2) Not enough 533 or 537.1 sample events for a true four-quarter rolling average. See further explanation below.
(3) No samples taken with method 533 or 537.1. See further explanation below.

Well Nos. 1, 3, 4, 8, and 9 have enough sampling events to complete the initial monitoring requirements due in April 2027. Well Nos. 2, 6, and 7 are emergency wells and are not subject to the rules and requirements of the initial monitoring rules. Important takeaways to note from the table above regarding historical PFAS concentrations:

- **Well No. 1:** Historical PFAS concentrations going back to 2007 show PFAS concentrations are below the PQL for all PFAS with MCLs. The City has completed quarterly sampling on Well No. 1 to assess compliance with the MCLs.

- **Well No. 2:** The City currently only has one sample for this well using Method 533. Although PFOA was detected on Well No. 2 at a concentration over the USEPA MCL on one occasion (January 2024), Well No. 2 is an emergency well that has not been used in the past ten (10) years. As such, this well does not need to comply with the USEPA MCLs due to its emergency status. This well also does not need a compliance agreement (CA) to show emergency status, because this well has been offline for years and was not placed offline *due to* PFAS concerns. Overall, Well No. 2 does not appear to pose concerns from a PFAS contamination standpoint as long as its emergency status remains in effect. In order to do so, Well No. 2 may not be used for more than 1 MG/yr and less than 33 hours/year. If this well is used for a true emergency situation, customer notification may be required by the MDH.
- **Well No. 3:** The City has a quarterly rolling average data for this well using Methods 533 or 537.1 to generate a quarterly rolling. Based on historical concentrations, Well No. 3 exceeded the MCL for PFOA on one occasion (October 2024), but this did not trigger a rolling annual average over the PFAS regulations. This well does not appear to pose concerns from a PFAS contamination standpoint at this time when compared to historical data both before and after the October 2024 sampling event.
- **Well No. 4:** This well has shown consistent PFOA concentrations over the USEPA MCL since 2022 when MDH began using Method 533 to test it. In addition, some PFOS concentrations have also been over the USEPA MCL, though the associated quarterly rolling averages for PFOS have remained below the USEPA MCL. It is likely that this well will need PFAS treatment considering it is heavily used by the City to supply water to the system and at least one (1) MCL is being exceeded.
- **Well No. 6:** The City currently only has one sample for this well using Method 533. Although PFOA was detected in Well No. 6 at a concentration over the USEPA MCL on one occasion (January 2024), Well No. 6 is an emergency well that has not been used in the past ten (10) years. As such, this well does not need to comply with the USEPA MCLs due to its emergency status. Well No. 6 does not appear to pose concerns from a PFAS contamination standpoint as long as its emergency status remains in effect. Similar usage restrictions apply as described for Well No. 2.
- **Well No. 7:** This well was only tested in 2007 and the City does not currently have data on Well No. 7 with Methods 533 or 537.1. Similar to Well Nos. 2 and 6, Well No. 7 is an emergency well that has not been used in the past ten (10) years. Therefore, the MCLs do not apply to this well as long as it maintains an emergency well status. Similar use restrictions apply.
- **Well No. 8:** The City has a quarterly rolling average data for this well using Methods 533 or 537.1 and historical PFAS concentrations going back to 2007 show data is below the PQL for all PFAS with MCLs. Although this well is used very seldomly, it does not qualify as an emergency well because it has pumped approximately eight (8) million gallons of water in the past five (5) years (limit is 1 MG/yr for emergency well status in Minnesota).
- **Well No. 9:** The MDH has been actively monitoring PFAS concentrations in Well No. 9 since 2022 using Method 533. Currently, eleven (11) tests have been completed on Well No. 9 and only one sampling event resulted in a PFAS concentration over the USEPA MCL

(PFOA in July 2023). Therefore, this well does not appear to pose concerns from a PFAS contamination standpoint at this time. Despite the breadth of historical tests, additional data is still needed to complete the initial monitoring requirements.

The Final PFAS Rule compliance is required starting in April 2029 for all water sources used for drinking water. At this time, Well No. 4 is the only well in which PFAS concentrations exceed the USEPA MCLs on a quarterly rolling average and is also actively used for drinking water supply in South St. Paul. **Table 4-2** below depicts the maximum historical concentration detected by Method 533 or 537.1 in parts per trillion (ppt). Note that a single high PFAS concentration does not trigger USEPA MCL exceedances nor violations. Exceedances can only be served through the quarterly running average calculation.

Table 4-2 Maximum Historical PFAS Concentrations

Well No.	PFOA	PFOS	PFHxS	PFNA	PFBS	HFPO-DA
MCL	4.0	4.0	10.0	10.0	2000.0(1)	10.0
1	0.0	0.0	0.0	0.0	0.0	0.0
2	16	2.4	2.6	0.0	2.1	0.0
3	6.6	3.4	4.7	0.0	4.0	0.0
4	7.9	4.5	6.2	0.0	5.3	0.0
6	5.8	3.5	4.7	0.0	3.9	0.0
7(2)						
8	0.0	0.0	0.0	0.0	0.0	0.0
9	4.2	2.5	4.2	0.0	1.1	0.0

(1) Not an MCL by a Health-Based Water Concentration or Index. However, PFBS is used by the USEPA in the Federal HI calculation.
(2) No samples taken with EPA Method 533 or 537.1.

PFAS concentrations in **Table 4-1** determine compliance with regulations, and concentrations in **Table 4-2** show the highest historical concentrations that indicate what future PFAS measurements may reflect. Well No. 3 is a unique case with detectable PFAS maximum concentrations but with low rolling averages. This is because the most recent sample event was the first to detect concentrations of any of the regulated PFAS compounds. Further data will be required to explore PFAS impacts on this well.

4.2 Other Water Quality Data

Since Well No. 4 appears to require PFAS treatment, the City of South St. Paul completed additional water quality testing on this well to aid in evaluating PFAS mitigation strategies as well as other treatment that may be needed to continue to comply with drinking water regulations. Well No. 4 was tested in December 2024. A summary of the results is shown below in **Table 4-3** (full data measurements in **Appendix B**).

Table 4-3 Well 4 Water Quality Summary

Parameter	Concentration	Units
Sulfate	31	mg/L
Chloride	110	mg/L
Sodium	38	mg/L
Magnesium	36	mg/L
Iron	0.015	mg/L
Manganese	0.012	mg/L
Nitrate as N	2.8	mg/L
Total Hardness as CaCO3	420	mg/L
Total Alkalinity as CaCO3	290	mg/L
pH	7.3	S.U.
Turbidity	0.15	NTU
Total Dissolved Solids (TDS)	580	mg/L
Total Organic Carbon (TOC)	0.623	mg/L
Dissolved Organic Carbon (DOC)	0.640	mg/L
Soluble and Volatile Organic Carbons (SOCs/VOCs)	0.0	mg/L
Combined Radium 226/228	0.420	pCi/L

Samples were collected 11/2024

The data presented in **Table 4-3** was used to explore the feasibility of PFAS removal treatment options described in **Section 6.2** . No constituents in addition to PFAS will require treatment to comply with current or proposed USEPA or MDH drinking water regulations.

4.3 Treatment Goals

The City of South St. Paul requires safe drinking water that conforms with all federal, state, and local regulations and aims to meet this goal through treatment that removes constituents of concerns to less than their MCL. South St. Paul also aims to minimize treatment costs to water users by treating only key water sources or using other mitigation strategies such as abandoning contaminated wells and utilizing new sources. At this time, Well No. 4 appears to be the only well within the system that requires PFAS mitigation to meet USEPA PFAS MCLs.

Chapter 5 Review of Funding Available

This section summarizes the City's position with available funding, both what has already been applied for and what else may be available. Both the State of Minnesota and large PFAS settlements are offering funding to municipalities to cover costs associated with compliance testing, piloting, design and construction of new PFAS removal facilities, and other PFAS related improvements.

5.1 Funding Applied For

Current funding applied for includes the State of Minnesota's Drinking Water Revolving Fund (DWRF), the Minnesota Pollution Control Agency's (MPCA) grant for Drinking Water Planning and Design Funds, and various settlements through the Aqueous Film-Forming Foam (AFFF) settlements.

Currently, the City of South St. Paul has secured $1,221,071 in the form of grant (complete loan-forgiveness) through the MPCA program. There is potential for obtaining additional grant funding through the DWRF and the AFFF settlements, but specific grant amounts are unclear at this point. Moving forward, unless additional opportunities arise for the City to submit for grant (complete loan-forgiveness) dollars, the Minnesota DWRF should be the go-to source for low-interest loans or grants for any upcoming PFAS-related projects.

5.1.1 Minnesota Drinking Water Revolving Fund

The Minnesota Public Facilities Authority (PFA), through the DWRF program, provides low interest loans to communities that meet a list of qualifications, such as contaminant exceedances in drinking water. In 2024, South St. Paul submitted an application to request that the PFA place a potential future water treatment PFAS removal project on the Project Priority List (PPL). For the projects that receive enough points and qualify for funding, the PFA requests that applicants submit an additional written application to place the project on the Intended Use Plan (IUP). By default, projects will remain on the PPL for up to five (5) years until completed, updated, or removed. Communities that decide not to take action to move a given project from the PPL to the IUP are removed from the PPL at no cost to the City. Projects that are needed to comply with emerging contaminant treatment may receive up to $3,000,000 in grant funding.

Although DWRF loans tend to have very low interest rates when compared to standard obligation loans, often projects funded through the DWRF program end up being more expensive as there are strict funding requirements such as complying with Build America, Buy America (BABA), American Iron and Steel (AIS), or prevailing wage requirements. However, given that the City's project would target PFAS removal in drinking water, which are considered emerging contaminants, South St. Paul may qualify for grant funding (complete loan-forgiveness) for a portion of the project(s).

The City's proposed project is currently ranked 154 out of 981 in the 2025 PPL. More details about grant funding opportunities through the DWRF will become available as the City decides to move the project from the PPL to the IUP.

5.1.2 Minnesota Drinking Water Planning and Design Funds

Early in 2024, the MPCA issued a new grant program ($20 million total) to provide grant funding for planning and design of PFAS treatment systems for communities operating drinking water supply systems in Minnesota. Eligible applicants include municipalities operating a drinking water supply system with a minimum of four (4) quarters rolling average results exceeding the USEPA PFAS MCLs at the entry point. The water must be tested using Methods 533 or 537.1. Eligible projects include proposals to plan and design for drinking water treatment systems to address PFAS contamination and the projects must be completed no later than June 30, 2027. Additionally, communities must not be part of the State of Minnesota 3M Settlement at the time of the application.

The City of South St. Paul submitted an application under this program for planning and design of PFAS treatment systems for Well No. 4 and a total of $1,221,071 were awarded via a grant (complete loan-forgiveness). Currently, Well No. 4 is the only well in the City that meets the grant requirements.

5.1.3 Aqueous Film-Forming Foam Settlements (AFFF)

Extensive funding is available through AFFF settlements with 3M, DuPont, Tyco, and BASF. The City has already applied major settlement claims for 3M, DuPont, Tyco, and BASF. These settlements only require the water system to have detectable PFAS concentrations as shown by EPA methods 533 or 537.1 certified testing. Allocation tables are provided so that communities can explore the allocation range of funds that they are expected to receive. Allocations are determined by water demand flows and maximum PFAS concentrations. The settlement totals are up to $12.5 billion, $1.2 billion, $0.75 billion, and $0.31 billion for 3M, DuPont, Tyco, and BASF, respectively. Currently, the City has submitted claims forms for the 3M, DuPont, Tyco, and BASF settlements. The funding amounts allocated through these settlements to the City of South St. Paul are unclear at this time.

5.2 Additional Funding Available

Additional funding is available through the Bipartisan Infrastructure Law (BIL) that funds public improvements projects. The Federal Emerging Contaminants Fund provides money for PFAS through State Revolving Fund (SRF) programs and is designated as grant money with complete loan-forgiveness. These funds are then distributed by individual states through their independent DWRF. Both PFOA and PFOS are designated as hazardous materials under CERCLA and an additional $1 billion is appropriated to treating at risk communities from these contaminants

under the BIL. The AFFF PFAS Settlement website should also be continuously monitored in the event additional settlement agreements are added.

In addition to grant funding options, the Water Infrastructure Finance and Innovation Act (WIFIA) just announced is a federal funding source that provides loans to utilities for infrastructure improvements. This money is provided with low interest rates and often requires matching dollars. WIFIA recently announced $7.5 billion in available loan money, with $1 billion of that in the State Water Infrastructure Financing Authority (SWIFIA) to finance water infrastructure projects

Chapter 6 PFAS Mitigation Evaluation

PFAS requires advanced technology for removal due to unique characteristics that make it non-biodegradable and due to the wide variety of PFAS chemicals that exist and are regulated. Carbon-fluorine bonds are the strongest in nature and each PFAS chemical harbors at least one. Designating PFAS as long- or short-chain defines the relative length of carbon-carbon bonds and affects their removability due to varying molecular sizes and properties. Sourcing alternative water sources poses an option, though this process can be tricky to navigate with nearby aquifers also experiencing PFAS contamination.

6.1 PFAS Mitigation Options

Several PFAS mitigation strategies were evaluated as part of this study including drilling new wells and abandoning contaminating wells, blending contaminated wells with non-contaminated wells before the point of entry (POE), connecting to a nearby water system for water supply, providing centralized water treatment for all wells, providing individual wellhead treatment as needed to mitigate PFAS at each well, and install point of use treatment systems. Each option is analyzed in detail in subsequent sections.

6.1.1 Drill New Wells

One of the cheapest options to mitigate PFAS in South St. Paul is to abandon existing wells with high PFAS concentrations and drill new wells. Options for drilling new wells include drilling wells in the existing Jordan Aquifer or drilling deeper wells in the Mt. Simon-Hinckley Aquifer.

Drilling new wells into the Jordan Aquifer would not ensure PFAS-free water because existing wells in this aquifer show contamination. Additionally, Well No. 4 is the City's highest producing well and therefore the City may need to drill more than one well to supplement the capacity lost should Well No. 4 be abandoned.

Another option is drilling deeper wells in the Mt. Simon-Hinckley Aquifer as this aquifer is not known to have PFAS concentrations over the USEPA MCLs. The Mt. Simon-Aquifer is the deepest bedrock formation in the Twin Cities and is highly consolidated. In addition, this aquifer is known to contain high concentrations of natural Radium 226/228 that exceed the USEPA MCL. Therefore, this water source could likely require additional treatment processes to remove radium that would add both capital and operational cost to this option. Lastly, the State of Minnesota currently has a moratorium that restricts the use of this aquifer in the Twin Cities Metropolitan Area. Therefore, the Department of Natural Resources (DNR) does not issue new appropriation permits to pump groundwater from this aquifer when alternative water sources or interconnections with nearby public water systems exist. Variances to this moratorium are likely only to be provided to public water systems that have no other water supply option.

This option is not considered feasible at this time since there is a high likelihood that new wells in the Jordan Aquifer would have PFAS contamination resulting in the need to provide PFAS treatment in the future.

6.1.2 Blending Strategy for Active Wells

Municipal drinking water systems in the United States are regulated at each point of entry (POE) of where the water physically enters the distribution system. Therefore, systems such as South St. Paul with multiple wells and no centralized treatment, are regulated at each individual well. An option available to the City to lower PFAS concentrations in drinking water is to reduce the PFAS concentration at POEs by blending the active wells at a centralized location (without providing additional treatment) with the goal of lowering the PFAS concentrations to below the USEPA MCLs at the blended POE.

To proceed with this option, water pumped by the City's frequently active wells (Well Nos. 1, 3, 4, and 9, Well No. 8 is rarely used actively) would need to be conveyed to a centralized location and blended before entering the system. This would result in new trunk watermain infrastructure (likely ≥20-inch in diameter) of approximately 5 and 5.5 miles in length, with an estimated construction cost of over $12 million for the pipeline alone. Since Well No. 4 is the highest producing well in the City, and it also has the highest PFAS concentration, the City would likely need to blend this well with other non-contaminated wells ~50/50:

- Consistent operation of Well Nos. 1 and 3 to the centralized location to blend with Well 4
- Additional flows from Well No. 9 to address higher Well No. 4 flow conditions.

This option is not considered feasible at this time since it would result in a high capital cost that does not provide any PFAS removal from the City's drinking water. Additionally, the City may still find itself needing to provide PFAS treatment at the blended POE in the future given the potential for lowering MCLs as PFAS research continues.

6.1.3 Connect to Nearby Systems

Another option for the City is to purchase treated water from either the City of Inver Grove Heights or Saint Paul Regional Water Services (SPRWS) via new interconnected watermains. Currently, South St. Paul's water distribution system has four (4) complete interconnections with Inver Grove Heights to receive water during emergency situations. SPRWS reports having one (1) connection to South St. Paul on their side of the meter vault, though South St. Paul removed their side in recent years. Representatives of AE2S reached out to both water systems to discuss their willingness to provide drinking water to South St. Paul on a wholesale basis. Subsequent sections detail the specifics found with each water system.

Generally, for system reliability, South St. Paul would still be encouraged to maintain some active wells for high-demand usage and fire flow protections even if one of these systems provides drinking water to the City. Additionally, obtaining water solely from other municipalities leaves

water users in South St. Paul subject to rate changes that may be out of their control. Lastly, extensive water modeling (water age and pressure testing) should be completed to explore the risks of reduced water quality, the effects of potential water chemistry changes, and/or the effects of pressure changes in the distribution network.

At this time, the City of South St. Paul has expressed interest in continuing to operate as an independent system. However, this section documents the willingness of the two (2) nearby systems to serve the City. For the reasons explained above and in subsequent sections, it is not recommended for the City to pursue these options at this time although this is a feasible alternative for the City to consider should PFAS treatment become extremely expensive to provide.

6.1.3.1 Connecting to Inver Grove Heights

Inver Grove Heights is open to future consideration, pending more discussion and understanding of future needs, of supplying drinking water to South St. Paul. The following items would need to be addressed to make this a feasible option:

- A detailed study would need to be completed to assess what additional infrastructure (supply, treatment, and storage) would be needed to allow Inver Grove Heights to produce, treat, and convey additional water for South St. Paul.
- At a minimum, one or more of the four existing interconnects between Inver Grove Heights and South St. Paul would require upgrading to larger diameter watermains to supply the appropriate amount of water.
- The City of Inver Grove Heights has noted that there are no nearby trunk watermains to these interconnections, so portions of piping in both communities may need to be upgraded/extended to supply the appropriate flows, the cost of which would likely need to be borne by the City of South St. Paul.
- Inver Grove Heights noted that trace amounts of PFAS have been detected in a few of their wells, though they do not expect these levels to trigger MCL violations in the near future based on current MDH and USEPA guidance. As time passes, this may change.

6.1.3.2 Connecting to SPRWS

SPRWS serves approximately 450,000 customers within the Twin Cities including the cities of St. Paul, Falcon Heights, Lauderdale, Maplewood, Mendota, Mendota Heights, West St. Paul, Roseville, Little Canada, and Arden Hills. Currently, the communities of Roseville, Little Canada, and Arden Hills are served on a wholesale basis while the other systems receive direct water supply from SPRWS. SPRWS expressed interest in assisting South St. Paul with supplying drinking water given its proximity through service to St. Paul and West St. Paul. Additionally, it appears SPRWS may have sufficient treatment capacity to provide water to South St. Paul, therefore reducing the need to pay for infrastructure expansion to serve the City. However, SPRWS noted that there are no current interconnections between the two systems. Therefore, new connections need to be made. Representatives of SPRWS provided a series of feasible locations to add interconnections which are depicted in **Table 6-1**.

Table 6-1 Possible Interconnections with SPRWS

Location	Watermain Diameter (inches)	Material	Requires Crossing Highway
Concord and Annapolis	12	Cast Iron	No
Annapolis – Concord to Stickney	6	Ductile Iron	No
Stickney & Annapolis	6	Cast Iron	No
Lewis and TH 52	6	Ductile Iron	Yes
Butler and Waterloo	6	Cast Iron	Yes
Rehnberg and Christiansen	6	Cast Iron	Yes
Thompson and Waterloo	6	HDPE	Yes
Wentworth and Waterloo (North ROW)	6	Cast Iron	Yes
Wentworth and Waterloo (South ROW)	8	Cast Iron	Yes
Marie and Christiansen	8	Ductile Iron	Yes
Mendota and TH 52	8	Ductile Iron	Yes

Each of the above options describes a location in the SPRWS system that borders South St. Paul's system. Connections made in these locations would be in the public right of way. Pipe upsizing may be needed based on how many connections are made. Additional interconnections beyond those summarized above may be needed depending on which pressure zones need to be connected. The cost of constructing new connections between the systems and associated infrastructure upgrades would likely fall to South St. Paul.

6.1.4 Provide Centralized Treatment

Centralized treatment across all system wells poses a number of financial and constructability constraints due to the geographical spread of wells across the City. Additionally, the nature of the City's water distribution system being divided into three (3) separate pressure zones makes centralized treatment challenging from an operational perspective. Lastly, given that only Well No. 4 has shown PFAS concentrations exceeding the USEPA MCLs on a quarterly rolling average basis, the City would spend a significant capital investment to provide PFAS treatment to wells that are not contaminated. As such, it is not recommended for the City to pursue this option at this time.

6.1.5 Provide Individual Wellhead Treatment

Providing individual wellhead treatment allows the City to strategically prioritize water quality for specific wells with the highest PFAS concentrations and prevent additional piping and energy costs associated with centralized treatment. There are two (2) potential wells that the City could consider providing PFAS treatment for due to their historical PFAS concentrations and pumping capacities (Well Nos. 3 and 4). Other wells that showed higher PFAS concentrations such as Well Nos. 2 and 6 do not require treatment due to their emergency status. Individual Wellhead

Treatment is considered to be the most feasible option to provide PFAS treatment in the City of South St. Paul.

6.1.5.1 Well No. 3

Well No. 3 is a high-demand well used occasionally each year during the summer. This Well produces 1,600 gpm and is currently under construction to implement a radium removal system. In September 2024, this well experienced a unique test result for PFAS and generated a single PFOA concentration result of 6.6 mg/L, with 4.7 mg/L for PFHxS and 4.0 mg/L for PFBS. Although these do not generate a MCL violation for PFOA, PFHxS or PFBS at this moment, it is essential that the City continues testing this well to understand what this test result means for the water source. In December 2024, PFAS concentrations for Well No. 3 returned to normal. If this well is used in place of Well No. 4, South St. Paul may need to look at impacts to the distribution system and water age changes due to its location and nearby pipe sizing. PFAS treatment at Well No. 3 is not required nor recommended at this time given the available data at the time this study was completed.

6.1.5.2 Well No. 4

Well No. 4 is the only normally active well with a four-quarter rolling average PFOA concentration consistently over the MCL. This well will require treatment to be in compliance with the USEPA MCLs by 2029 if the City wants to continue using it as a primary drinking water source. Well No. 4 serves the Low Pressure Zone and is conveniently located on a 12" water main line and is designed to provide large, consistent flows to the surrounding area. Because of its location, PFAS concentrations, and pumping capacity, providing PFAS treatment to Well No. 4 should be a priority for the City.

6.1.6 Install Point of Use Treatment Systems

Point of Use Treatment (POUT) systems are effective at treating contaminants right before reaching water customers, and they are most often used to remove unwanted contaminants from residential wells. These systems are small and are located inside individual properties. Small-scale reverse osmosis (RO) systems or carbon filter units are two (2) popular options for POUT systems.

Although this option has the potential for providing clean water for customers, the USEPA requires compliance with drinking water regulations at the POE to the water distribution system. As discussed in previous sections of this report, for South St. Paul, each individual well is a different POE. Therefore, the City would be in violation of the State and Federal drinking water regulations as soon as water with PFAS concentrations exceeding the USEPA MCLs entered the distribution system even if individual customers installed POUT systems at their properties. If desired, the City of South St. Paul can encourage individual property owners to use POUT systems at their own discretion to further reduce concentrations below what the distribution system provides. However, this option would not allow the City to comply with State and Federal drinking water regulations and therefore is not recommended at this time.

6.2 Treatment Technology Options

PFAS inlcude thousands of different chemicals, each expressing different removal characteristics due to associated chain lengths and functional head groups. Chain length describes the number of carbons attached to the functional group(s) that affects the size of the molecule and is correlated to the number of problematic carbon-fluorine bonds. Functional groups affect the physical properties of the compound and the overall molecular charge. Both chemical size and charge greatly affect how difficult a particular type of PFAS is to remove. Due to these complexities, numerous technologies are available to remove PFAS from drinking water with varying levels of effectiveness. **Figure 6-1** displays the molecular structure of PFOA, one of the most commonly studied PFAS compounds.

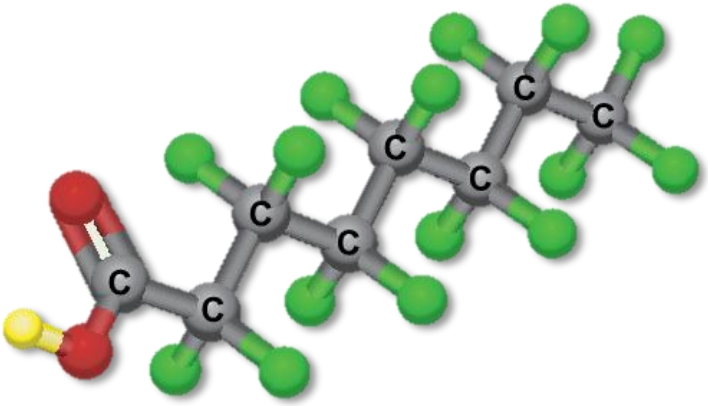


Figure 6-1 Molecular structure of PFOA

PFAS molecules of current regulatory interest include PFOA, PFOS, PFHxS, PFBS, PFNA and HFPO-DA (also known as GenX) and are included in the USEPA drinking water Methods 537.1 and 533. Depending on the number of individual carbon atoms present in a molecule chain, PFAS compounds can be categorized as either long or short-chain molecules:

- Long-chain PFAS molecules include those with six (6) or more carbon atoms, where the number of carbon atoms is greater than or equal to six ($n \geq 6$) for perfluoroalkyl sulfonic acids (C_nF_{2n+1}-SO_3H), and $n \geq 7$ for perfluoroalkyl carboxylic acids ($C_{n-1}F_{2n+1}$-COOH) forms. Thus, long-chain PFAS include PFOA, PFOS, PFNA, GenX and PFHxS.
- Short-chain PFAS molecules include those with less than six (6) or seven (7) carbon atoms, $n < 6$ and $n < 7$, for sulfonic and carboxylic types, respectively. Short-chain PFAS include PFBS.

Studies indicate that the types of PFAS present, relative to carbon chain length and chemical functional groups, and associated removal objectives are key factors that drive selection of an appropriate treatment process removal technology. Treatment process alternatives that are practiced on the full-scale include granular activated carbon (GAC), ion exchange (IX) and membrane separation via reverse osmosis (RO) or nanofiltration (NF). These technologies are also recognized as the best available technologies by the USEPA. Developing technologies that may

be applicable for direct drinking water treatment or drinking water residual treatment are Dexsorb, surface modified clay, such as CETCO Fluoro-sorb (FS), and surface-active foam fractionation (SAFF). Subsequent sections describe each treatment technology in detail.

6.2.1 Granular Activated Carbon

Granular Activated Carbon (GAC) systems use adsorption to remove contaminants like PFAS as water passes through treatment vessel GAC media beds. GAC is widely used in water treatment for PFAS applications and to remove/adsorb organic molecules, such as taste and odor (T&O) compounds, disinfection byproduct (DBP) precursors, and volatile organic compounds (VOCs).

GAC media has a finite lifespan and contaminant adsorption capacity. The GAC media progressively approach saturation as compounds are adsorbed, and the capacity for further adsorption declines. Due to the adsorption nature of GAC and the need for pore adherence, short-chain PFAS (such as PFBA or PFBS) are less efficiently removed by GAC. GAC has historically been more effective at removing long-chain PFAS. The media bed is considered completely exhausted and consumed when contaminants targeted for removal are no longer effectively removed. The media bed is typically replaced well before this condition, which is typically when the target compound "breaks through" with concentrations above the defined treatment objective. The new media can be either virgin GAC or GAC that has been reactivated offsite. The waste media is removed by the GAC vendor and reactivated offsite to destroy the PFAS. At present, MDH is investigating if reactivated GAC can be reused for PFAS removal.

Full-scale systems are usually configured in a lead-lag arrangement, so the lag bed can treat the PFAS that breaks through the lead bed. The lead and lag bed are then interchanged. Once PFAS breaks through the lead bed, the exhausted media must be removed and replaced with regenerated media or virgin media. The exhausted media can then either be appropriately disposed of and landfilled or can be thermally reactivated offsite to remove and destroy the adsorbed contaminants and restore its adsorption capacity such that it can then be reused if allowed by MDH. **Figure 6-2** below shows an example of a lead-lag arrangement of the pressure vessels for GAC. GAC treatment systems can also be configured as filters open to atmosphere, although it depends on the available head at the plant site. Minimum empty bed contact time (EBCT) of 10 minutes per vessel is typical for optimal PFAS removal. Surface loading rates (SLR) for GAC systems are in the range of 6-10 gpm/sf. Loading rates greater than 10 gpm/sf can escalate media exhaustion and pose increased risks of premature media breakthrough due to channelization of flow paths and reduced EBCTs.

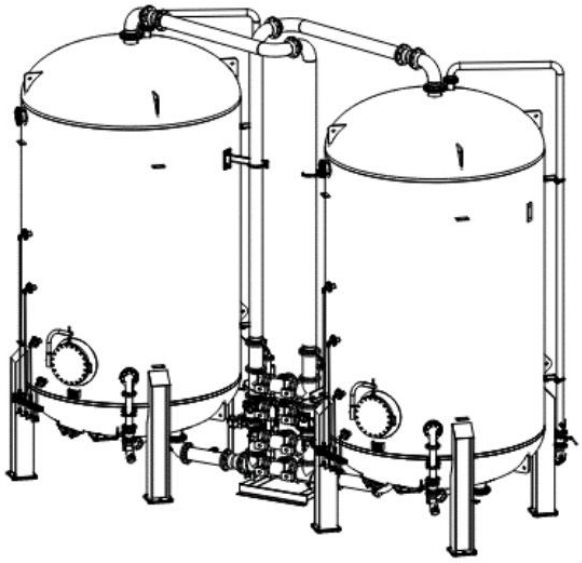


Figure 6-2 Typical Lead-Lad GAC Pressure Vessel Layout (based on Calgon Carbon Corporation's 1240 Model)

GAC can be derived from different sources including coconut shells, wood, lignite, and bituminous coal materials. Each pore structure excels in the removal of different constituents due to their differences in pore sizes and adsorption capacities. Macropores are greater than 50 nm across, mesopores are between 2-50 nm, and micropores are less than 2 nm across.[1] Due to the variances in structure and adsorption capacity, different types of GAC media may be better suited to removing certain contaminant compounds than others.

GAC types are summarized below:

- **Coal Based**
  - Bituminous Coal - Micropores, mesopores, and macropores present
  - Lignite Coal - Macroporous pore structure
- **Wood Based**
  - Macroporous pore structure
- **Peat Based**
  - Micropores, mesopores, and macropores present
- **Coconut Shell Based**
  - Microporous structure

Due to the variables that can influence GAC performance and treated water quality with respect to various PFAS compounds, GAC media adsorption characteristics and performance relative to specific treatment applications are best characterized through bench or pilot testing. One

[1] Xu, Yuqing & Lu, Zedong & Sun, Wenjun & Zhang, Xiaohui. (2021). Influence of pore structure on biologically activated carbon performance and biofilm microbial characteristics. Frontiers of Environmental Science & Engineering. 15. 10.1007/s11783-021-1419-1.

common testing method is to use a series of rapid small-scale column tests (RSSCT), where small volumes of GAC media are pilot tested against collected water samples to determine and predict how various carbon types may perform with actual source water and contaminant concentrations. RSSCT evaluations are an efficient and effective way to assess GAC performance characteristics and compare multiple products at one time. Such testing can also be completed via larger pilot scale analysis but requires on-site infrastructure and more time to complete.

Some GAC medias exhibit the potential for arsenic desorption when new. This can be safely managed by proper start-up procedures but requires forward washing a large volume of wash water sent to waste and additional downtime to commission. Media manufacturers make acid-washed media types that do not require lengthy start-up procedures to manage, though these media types can cost nearly 50% more.

In addition to forward washing, GAC requires a backwashing step as part of the new media installation. Although maintenance backwashes are also typically common for GAC, traditional backwashing is not allowed by MDH for PFAS removal applications due to the risk of washing off the adsorbed PFAS. Instead, some GAC facilities perform a low-rate "backfluffing" step that reduces some of the accumulated head loss within the GAC media. This process requires a slow backflow to help lift compacted media. Blackfluffing can help restore original head loss in the vessels without having high enough flow rates to fluidize the media and desorb PFAS constituents. Through backfluffing, these systems restore operations similar to the original head loss and continue strong PFAS removal until their respective adsorption capacity has been exhausted.

Managing competing constituents for GAC surface adsorption is essential for maximizing media lifetimes and reducing media changeouts. GAC is susceptible to lower overall performance in the presence of:

- Oxidants such as chlorine damage the oxidative coating on the surface of the media. Although this can slow surface removal kinetics, chlorine does not take significant pore space in the media and therefore is expected to minimally impact PFAS removal.
    - Based on the general water quality data provided in **Table 4-3**, iron and manganese concentrations are low and would not pose a risk to GAC.
    - Because oxidative damage occurs to just the media surface, this is a larger concern for iron and manganese removal applications where the oxidative coating is essential for removal.
- Natural Organic Matter (NOM) can compete for adsorption area which includes:
    - Total organic carbon (TOC)
    - Dissolved organic carbon (DOC)
    - Soluble organic carbon (SOC)
    - Volatile organic carbon (VOC).

  - The water quality of Well No. 4 indicated very low TOC and DOC measurements with non-detectable amounts of SOCs and VOCs, therefore not posing a risk to GAC media integrity.
- High water hardness can calcify the exterior of the media and pose challenges to the media exchange process.
  - Although caused by hard water conditions, these effects are mainly prevalent in high pH waters and Well No. 4 exhibits a neutral pH of 7.3.

GAC treatment systems are widely used in municipal water treatment. In the Twin Cities Metropolitan Area, the cities of Cottage Grove, Oakdale, St. Paul Park, and Woodbury have installed interim GAC WTPs to remove PFAS from the groundwater.

6.2.2 Ion Exchange

Ion exchange (IX) is a filtration technology that utilizes specialized charged resin beads with oppositely charged surface molecules. The benign surface molecules attached to the solid-phase resin beads are exchanged with contaminants present in the liquid-phase (groundwater) as water flows through the IX column to produce a clean water product. IX is common in water softening, deionization, and demineralization. The charged functional groups in PFAS make IX a strong removal technology, though piloting is important to find the appropriate resin and surface chemistry that maximizes PFAS removal. Treatment of PFAS via IX usually involves anion exchange of negatively charged particles, sometimes also abbreviated as AIX.

Similar to GAC media, IX media has a finite lifespan and contaminant exchange capacity. Exchange sites within the IX media progressively approach saturation as compounds are removed from the water, and the capacity for further exchange declines. The media bed is considered completely exhausted and consumed when contaminants targeted for removal are no longer effectively removed. However, unlike with GAC media, IX media cannot be recharged as the available IX resins for PFAS removal in drinking water applications are single-use resins. Therefore, the waste media is removed by the vendor and disposed of offsite.

Similar to GAC, IX treatment systems are typically configured with treatment vessels connected in series in a lead-lag arrangement. Given the observed faster uptake kinetics of PFAS on IX resin as compared to GAC, EBCTs for IX medias are lower (2 to 4 minutes per vessel is typical). Because of this, the surface loading rates of IX medias are typically higher than GAC media (12 to 14 gpm/sf). With a shorter EBCT compared to GAC, IX pressure vessels are usually smaller in height. **Figure 6-3** provides a typical lead-lag pressure vessel configuration for IX.

Similar to GAC media, IX performance selection is typically influenced by a variety of both source water and treatment process factors. IX is susceptible to NOM due to fouling risks and PFAS removal can be limited in the presence of other anions. Key details used to evaluate IX include:

- Specific resin media properties

- Water pH and temperature
- Flow rates and contact time
- Concentrations of organic and inorganic substances present
    - TDS
    - Dissolved Organics (TOC, DOC, SOC, VOC)
    - Sulfates, chlorides, nitrates, perchlorate, and other competing anions
    - Foulants and scalants (silica, ferric ions, calcium ions, chlorine, bacteria)
- Target effluent concentrations

Hence, for IX treatment applications, it becomes particularly important to understand the source water chemistry in detail, and to consider potential pretreatment process and associated desirable or undesirable effects on IX exchange efficiency. Because of the small and light nature of the IX resin particles, IX beds cannot be backwashed and only some IX media can even be backfluffed. Without the ability to backwash, pretreatment is almost always required to prevent media fouling. Once IX media is fouled or damaged, it must be replaced. Because IX media used for PFAS must be replaced upon breakthrough, it is important to understand if this type of fouling will accelerate media exhaustion.

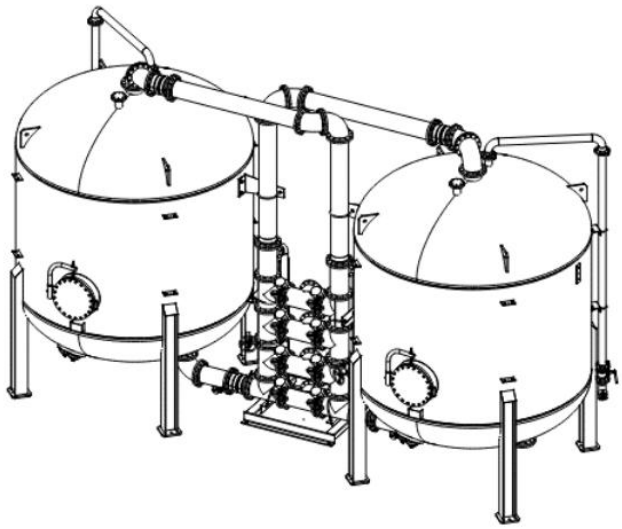


Figure 6-3 Typical Lead-Lag IX Pressure Vessel Layout (based on Calgon Carbon Corporation's 1220 Model)

Ions present in the treatment water are susceptible to adsorption and exchange with resins if they are of the proper electrical charge. PFAS typically follows anionic exchange so the following anions (among others) will greatly affect PFAS removal capacities:

- Sulfates
- Chlorides
- Nitrates
- Other common ions present in water

As shown above, many PFAS selective resins use chloride as the benign ion, therefore the presence of additional chlorides in the groundwater may push kinetics to exchange less PFAS. The TDS and chloride found in the source water quality data for Well No. 4 would likely require pretreatment in some capacity. Options would be a lead-lag vessel configuration with GAC as the lead vessel to perform the pretreatment, though this can pose operational restrictions. In addition to the fouling from TDS, the water hardness measured at Well No. 4 indicates a substantial risk to media scaling which would reduce PFAS removal and damage the resin surface and greatly reduce PFAS removal.

IX media is roughly four to five times more expensive than GAC media, though it takes as little as 20% to 25% of the volume to get the same treatment. This is valuable for tight construction sites or utilities that experience higher flows. However, IX media tends to require pretreatment systems which increases the facility's overall footprint. Due to the raw water characteristics, IX treatment is not recommended at this time.

6.2.3 CETCO Fluoro-sorb

CETCO Fluoro-sorb 200 is a surface-modified organoclay media sourced from Wyoming bentonite. Modification involves introducing a surfactant to interlayer space. Fluoro-sorb is a stratified granular material like GAC that has been shown to be effective in removing PFAS to non-detect levels, including PFOA and PFOS. Fluoro-sorb has been found successful for two (2) to five (5) minute EBCTs and 6 gpm/sf to 14 gpm/sf surface loading rates. It also does not require dechlorination like IX. **Figure 6-4** provides an example of a CETCO Fluoro-sorb media often used for PFAS removal.



Figure 6-4 CETCO Fluorosorb 200 Adsorbent

Fluoro-sorb has shown promising results for short-chain PFAS that other filtration technologies struggle to capture and also have performed well with PFOA adsorption. Fluoro-sorb has a high adsorption capacity and can have a modified surface to be more selective with PFAS over NOM and other constituents, making it attractive for PFAS removal. This media also exhibits media exhaustion and breakthrough, similar to IX and GAC. Once exhausted, media cannot be

reactivated and must be disposed of. Similar to GAC and IX, Fluoro-sorb can also be configured as lead-lag pressure vessels.

Fluoro-sorb treatment for PFOA and PFOS removal is typically designed for a minimum EBCT of 2 minutes and maximum surface loading rate of 10 gpm/sf per vessel. Therefore, the EBCT is similar to IX, but the surface loading rate is more aligned with GAC. Similar to GAC, Fluoro-sorb requires backwashing after replacing the media. Similar to IX, Fluoro-sorb requires less media and smaller vessels compared to GAC. The washing requirements for Fluoro-sorb are similar to that of GAC.

Although Fluoro-sorb has successful removal data, Fluoro-sorb has fewer installations and is less studied than GAC or IX media. This novel adsorbent would require extensive piloting to ensure performance for this application. Therefore, CETCO Fluoro-sorb is not recommended for South St. Paul at this time.

6.2.4 Dexsorb

Dexsorb is another novel adsorbent that provides similar treatment advantages to Fluoro-sorb. With consistently sized 0.78 nm pores, PFAS capture is selective and results in EBCTs around 3 minutes and smaller vessel sizes. Site constraints may drive the need for smaller vessels. Dexsorb is plant based and can be regenerated through a washing process instead of frequent media replacements like GAC and does not require dechlorination like IX. Similar to IX and Fluoro-sorb, media must be disposed of once exhausted and cannot be regenerated for use in the drinking water industry. A challenge associated with Dexsorb is its lack of installations and holds a smaller database of information regarding media performance and lifetime. As such, although Dexsorb is an available treatment technology, it is not recommended for South St. Paul at this time due to the lack of full-scale installations in the United States.

6.2.5 Membrane Filtration

Nanofiltration (NF) and Reverse Osmosis (RO) are separation processes that use a semipermeable membrane to remove impurities from water. The process relies on the principle of osmosis, which is the natural movement of solvent molecules (usually water) from an area of lower solute (impurity) concentration to an area of higher solute concentration through a semipermeable membrane. The direction of this natural osmotic flow is reversed by applying pressure to the side with higher solute concentration. This pressure, known as osmotic pressure, is applied to the water to force it through the semipermeable membrane, which allows only water molecules to pass through while blocking larger contaminants. Given that these membranes work on the molecular level, size (or molecular weight), and charge are important factors in the ability to prevent contaminants from passing through the semipermeable membrane, also known as the membrane's rejection.

Although both membrane types are designed to remove dissolved constituents from water, the main differences between RO and NF membranes are pore size and selectivity. RO generally range

from 10^{-3} to 10^{-4} microns. Whereas NF membranes can range from 10^{-3} to 10^{-2} microns. This difference in pore size affects selectivity, water flux, and pressure requirements. RO and potentially some NF membranes (e.g., tighter NF membranes) are selective and can be used to remove PFAS from drinking water. Selectivity also affects operating cost. RO membranes require more pressure and provide less water flux across the membrane, resulting in larger systems and pumps. Considering electrical usage consequences is essential in long term project cost estimates.

Membrane filtration techniques excel in high removal in standard applications. These advanced membranes are proven in PFAS removal and the removal of other constituents of concern. In addition to removing PFAS from the water, another great benefit of membrane technologies is that they can provide softening treatment. However, this can become problematic if only a few wells receive membrane treatment and most of the water entering the system from other wells is not softened. **Figure 6-5** shows a reverse osmosis system supplied by Pure Aqua that can handle 1 to 2 MGD.



Figure 6-5 Reverse Osmosis Systems (courtesy of Pure Aqua)

Proper cleaning procedures and antiscalant usage are required to maintain PFAS removal and membrane efficiency throughout the membrane lifetime. RO is a highly technical treatment method that requires pretreatment to minimize fouling risk on the membranes in addition to trained staff who are comfortable working with a wide range of chemistries for proper membrane cleaning procedures. Intense clean-in-place procedures are required every two (2) months to eight (8) months for properly functioning membranes. Chemicals required for membrane treatment technologies are listed below:

- Antiscalant – prevent membrane scaling
- Sodium Bisulfite – remove oxidants that can damage membranes
- Sulfuric Acid – pH adjuster for clean-in-place
- Citric Acid – Acid cleaner for clean-in-place
- Sodium Hydroxide – pH adjuster for clean-in-place

- High pH chemical – Base cleaner for clean-in-place

Although membrane technologies are very effective in removing PFAS and other contaminants, the largest drawback is that the 10- to 30-percent reject originated from this process will contain a high concentration of PFAS, which will require proper management in the form of treatment or disposal. Discussion with Metropolitan Council Environmental Services' (MCES) representatives would be required to assess disposal methods of the reject stream through the sanitary sewer system. The concentrated stream can be treated with any of the technologies introduced in this report (GAC, IX, etc.) for the removal of the PFAS. However, Surface Active Foam Fractionation (SAFF) treatment has gained popularity over the last couple of years for reducing brine volume.

6.2.5.1 Surface Active Foam Fractionation

SAFF uses air to generate fine bubbles, which then rise through a narrow water column. PFAS that accumulate at the top of the column as foam are vacuumed off for separate disposal. Disposal may include super-loading onto IX resin or Fluoro-sorb, or disposing directly as a liquid, depending on volume generated and disposal means available. Due to the surface-active nature of many PFAS compounds, SAFF can separate PFAS from bulk liquid solutions effectively and thus concentrate it in a lower volume stream. As such, SAFF is a powerful tool for remote sites that struggle with RO concentrate discharge and is especially useful for PFAS applications where hazardous discharge options are limited.

Although SAFF is an effective technology, site constraints at each well site can make SAFF an unattractive option due to the requirement of pretreatment through a membrane process that would precede SAFF, therefore larger facility footprints are needed. Additionally, residuals generated from the membrane and SAFF treatment processes can become cumbersome to dispose of. For these reasons, the combination of membrane technologies and SAFF is not recommended as a feasible treatment technology for South St. Paul at this time.

6.2.6 Treatment Technology Comparison

Each of the technologies discussed in this report have their unique set of requirements that may involve additional treatment, maintenance, space, or cost.

Table 6-2 provides a detailed summary of the different technologies with specific advantages and disadvantages, primarily related to treatability. Dexsorb is not included in this comparison due to the lack of installations and supporting evidence for strong, long-term PFAS removal. Additionally, SAFF is not included in this comparison because it does not directly remove PFAS from drinking water and is a supplemental technology for RO/NF treatment.

Table 6-2 Treatment Technology Comparison

Treatment Technology	Advantages	Disadvantages
GAC	• Well established and accepted PFAS removal process with well demonstrated performance. • Strong long-chain PFAS removal efficiencies. • Spent media can be thermally reactivated and reused. • Can remove other compounds if necessary. • No constituent concentrations in Well No. 4 water quality data are expected to jeopardize PFAS removal or accelerate media exhaustion.	• Spent media must be replaced with new media while old media is reactivated or disposed of by a third-party vendor. • Other contaminants can compete with PFAS for adsorption capacity on the GAC media potentially reducing PFAS removal performance based on raw water conditions. • Water hardness can pose challenges for media exchange. • Less effective removing short-chain PFAS removal. • Requires larger vessel footprint and EBCT than other media types.
IX	• Strong removal efficiency of long-chain PFAS with some IX resins focused more on short-chain PFAS removal, but actual performance depends on site-specific water chemistry. • Operational costs are similar, and sometimes can be lower, when compared to GAC. • Less media requirements and vessel footprint when compared to GAC due to shorter EBCTs. • Fairly selective media for PFAS is available.	• Spent media must be replaced and disposed of. Regeneration is not currently commercially viable, which makes this media less sustainable in terms of disposal when compared to GAC. • Unlike with GAC, IX usually requires pretreatment as fouling can cause irreversible media damage. • TDS, chloride, sulfate, and hardness accelerate media breakthrough • IX resins are typically proprietary, which can limit supplier availability and increase resin costs. • Cannot be backwashed and fouled IX media needs to be replaced.
Fluoro-sorb	• Influent TOC does not greatly affect PFAS removals unlike with other treatment methods. • Proven effective to remove regulated and other target PFAS. • Vessel footprint is smaller than GAC systems.	• Limited full-scale installations in the United States to date. • Spent media must be replaced and disposed of. Regeneration is not yet commercially viable. • Media is proprietary and can limit supplier availability and impact costs. • Vessel footprint larger than IX systems.
RO/NF	• Effective for removing all target PFAS types. • Can be used for multi-contaminant control. • Highly-automated options available for remote operation. • Can provide softening.	• High capital and operating cost when compared to other options. • Produces large volumes of reject water that requires special disposal or further treatment to remove PFAS. Reject water may present disposal challenges. • Pretreatment required to avoid membrane fouling. • Numerous high strength acids, bases, and proprietary chemicals required for operation and maintenance. • Highly trained operators with strong water chemistry background.

6.2.6.1 Pretreatment Requirements

IX, NF, and RO all require pretreatment in the majority of cases. Pretreatment can come in the form of conventional filtration, coagulation and flocculation, or something more unique such as cartridge filtration. The water source quality at each individual facility will drive what type of pretreatment is required.

For Well No. 4, IX, NF, and RO would all require pretreatment. The ion concentrations such as chloride, sulfate, and nitrate present would greatly limit the PFAS removal via IX due to acting as competing ions for resin surface adsorption. The high TDS and hardness exhibited at the site would greatly contribute to fouling and scaling of IX resins and NF/RO membranes. Membrane scaling results in major increases in head loss across process units and dramatically reduces equipment runtimes allowed between clean-in-place procedures. GAC and Fluoro-sorb generally do not generally require pretreatment, and no water quality results for Well No. 4 generated any concerns that would require pretreatment. **Table 6-3** summarizes the pretreatment needs for each treatment technology.

Table 6-3 Pretreatment Requirements Comparison Matrix

Technology	Pretreatment Requirements
GAC	Low
IX	High
Fluoro-sorb	Low
NF/RO	Highest

6.2.6.2 Washing and Cleaning Requirements

GAC and Fluoro-sorb both require washing after new media has been installed, though MDH does not allow traditional backwashing after operations have begun. IX cannot be backwashed because of the risk of media loss due to the lightweight nature of the resin. Instead, GAC, Fluoro-sorb, and IX can be backfluffed with MDH approval on a case-by-case basis for PFAS removal applications. Special care during backfluffing of IX resins must be taken to prevent media damage and media loss. NF and RO membranes require regular cleaning. This process is energy and chemical intensive. **Table 6-4** summarizes the backwashing needs for each treatment technology.

Table 6-4 Washing and Cleaning Requirements Comparison Matrix

Technology	Washing/Cleaning Required for Start Up	Washing/Cleaning Required for Operation
GAC	Yes	Optional, with MDH approval
IX	No	No – not recommended
Fluoro-sorb	Yes	Optional, with MDH approval
NF/RO	Yes	Yes

6.2.6.3 Operation & Maintenance Requirements

Maintenance can be a subjective descriptor of technology reliability and heavily relies on the experience/training of facility operators and staffing. Membrane technologies require the most chemical addition and labor-intensive cleaning processes. Clean-in-place procedures can be elaborate and require numerous chemicals and knowledge to run smoothly. Obtaining these chemicals can be costly and are at risk of low availability at times. Membranes generate clean-in-place waste that needs to be chemically neutralized and properly disposed.

GAC, Fluoro-sorb, and IX all require media change out once "breakthrough" of the desired contaminant effluent occurs above desired levels. However, media changeouts can be managed by media suppliers thus reducing the operation's staff involvement. A few studies suggest that Fluoro-sorb has a higher PFAS adsorption capacity than GAC and may require less frequent changeouts due to achieving a higher number of treated bed volumes before exhaustion.[1] **Table 6-5** summarizes the operation and maintenance requirement levels for each treatment technology.

Table 6-5 Operation and Maintenance Requirement Levels Comparison Matrix

Technology	Operation & Maintenance Requirements
GAC	Low
IX	Moderate (depends on pretreatment needs)
Fluoro-sorb	Low
NF/RO	High

6.2.6.4 Space Requirements

Treatment technologies with pretreatment requirements will likely require the most space due to additional treatment areas/basins. In most applications, options such as GAC and Fluoro-sorb only require infrastructure for the filter vessels and a storage/equalization basin, which can be installed below the building, if required.

Although IX likely requires pretreatment, roughly 1/5 of the media volume for IX is required in comparison to GAC. Therefore, IX facilities often require less footprint to treat the same amount of water when compared to GAC. Fluoro-sorb may require less filter media than GAC, though Fluoro-sorb is not as space-efficient as IX.

For flows above 1,500 gpm, it is likely that RO could require three (3) to five (5) treatment trains. RO skids tend to have a horizontal layout resulting in a large footprint. In addition, membrane systems require pretreatment and ample space for chemical rooms to allow for safe chemical

[1] Najm, I., Gallagher, B., Vishwanath, N., Blute, N., Gorzalski, A., Feffer, A., & Richardson, S. (2021). Per- and polyfluoroalkyl substances removal with granular activated carbon and a specialty adsorbent: A case study. *AWWA Water Science*, e1245. https://doi.org/10.1002/aws2.1245

storage of dissimilar and incompatible chemicals. **Table 6-6** summarizes the space requirements for each treatment technology, including any pretreatment footprint that must be considered.

Table 6-6 Space Requirements Comparison Matrix

Technology	Space Requirements
GAC	Moderate
IX	Moderate
Fluoro-sorb	Low
NF/RO	High

6.2.6.5 Capital and Operational Costs

For smaller facilities under 2 MGD, GAC typically has the lowest capital cost due to the lack of pretreatment and lack of chemical addition, though IX can become more attractive above this flow capacity since it tends to have a lower ongoing operational cost. Medias such as GAC and Fluoro-sorb have a more frequent replacement schedule and add a great amount of operational costs, but are priced closer to $150 to $250 per cubic foot for media, whereas IX can cost around $600 per cubic foot. Therefore, understanding media replacement requirements and timeline can impact long-term overall life-cycle cost for each treatment technology. NF and RO membranes have the highest capital and operational cost. **Table 6-7** summarizes the budgetary comparison for each treatment technology.

Table 6-7 Budgetary Comparison Matrix

Technology	Capital Cost	Operational Cost
GAC	Low	Moderate
IX	Moderate	Low to Moderate
Fluoro-sorb	Low	Moderate
NF/RO	High	High

Chapter 7 PFAS Removal Recommendation

7.1 Mitigation Approach and Technology

South St. Paul will require PFAS mitigation of active wells with measured PFAS rolling averages above the USEPA MCLs. Below is a summary of each mitigation approach discussed in **Chapter 6** and the recommendation to proceed with individual treatment at Well No. 4.

- **Drill New Wells**
  - No guarantee that new wells will produce PFAS free water.
- **Blend Wells**
  - Although compliance could be achieved, this option is very costly for no removal of PFAS.
  - Operational challenges would exist and require fine tuning to ensure proper blending to ensure compliance.
  - Firm capacity of the system would be decreased due to the reliance of numerous wells in flow production.
- **Connect to Nearby Systems**
  - The City would no longer have control over water quality or rates in the system due to needing to purchase water from another entity.
  - Some nearby systems would require significant capital expenditures to provide drinking water to South St. Paul. It would be expected for South St. Paul to cover some, or all, of these costs.
- **Centralized Treatment**
  - This alternative would incur significant costs from piping each well to a centralized location. This approach would provide treatment to non-impacted wells that do not require treatment, which will become costly.
- **Individual Treatment**
  - Treatment of Well No. 4 is recommended due to high pumping capacity, usage, and consistent PFAS concentrations above the MCLs.
- **Install Point of Use Treatment Systems**
  - Compliance is measured at distribution point entry and these systems would not address PFAS contamination at compliance measurement points monitored by MDH or the USEPA. The City would receive reoccurring violations.
  - These systems cannot be efficiently monitored for treatment quality or maintenance by City staff.

Considerations for each treatment option discussed in **Chapter 6** are summarized below. Granular activated carbon (GAC) is the recommended treatment technology for Well No. 4 at this time. Non-treatment mitigation techniques were eliminated for limiting South St. Paul operationally or not guaranteeing compliance in the future.

- **Granular Activated Carbon (GAC)**
  - GAC is recommended due to compatibility with the water quality at Well No. 4, low relative cost compared to other treatment approaches, and ease of operations.
- **Ion Exchange (IX)**
  - Well No. 4's water quality poses numerous scaling and fouling concerns for the integrity of IX media, causing shorter run times and more expensive media replacement costs over time. Pretreatment would be required for this technology, incurring more maintenance, costs, and spatial footprint.
- **Fluoro-sorb (FS)**
  - Although promising preliminary data suggests FS can selectively remove PFAS, few installations exist and long-term removal via FS is not well understood.
- **Membrane Technologies - Nanofiltration or Reverse Osmosis (NF/RO)**
  - Membranes exhibit both high capital and operational costs.
  - Pretreatment would require more footprint, staffing, and costs.
  - Membranes require constant attention and elaborate operational procedures.
  - There is potential for discharging PFAS-concentrated water into the MCES sewer system.

7.2 Preliminary Design Recommendations

This Section defines site feasibility and outlines the recommended treatment process, treatment location, site layout, building layout, and other design appurtenances considered to generate a planning level cost and operations and maintenance (O&M) estimate.

7.2.1 Process Flow Diagram and Operation

The preliminary process flow diagram (PFD) for the proposed facility indicating water flow through the facility (see **Figure 7-1**). **Appendix C** includes a more detailed version of this PFD. Based on the flow data provided by the City of South St. Paul for Well No. 4, two (2) large GAC skids (each with two (2) filter vessels) will be required for operation. Each skid will be capable of treating a maximum of ~990 gpm of flow. Internal piping to the facility will be designed such that flexibility is provided to bypass 100% of the flow (emergency operation) or partial bypass (for day-to-day operational needs).

Depending on the time of the year, Well No. 4 varies its flow from 1.4 MGD (or 972 gpm) to 2.7 MGD (or 1,900 gpm). Considering that each vessel will be able to treat approximately 990 gpm, City staff could strategically adjust operation of Well No. 4 to only run a single GAC skid during most of winter months and off-peak water demand months. Preliminary calculations indicate that the bypass flow must be kept to below 500 gpm while one skid is operating at 990 gpm to meet USEPA MCLs. Operating in this manner could extend the media life while maintaining compliance with the USEPA MCLs. SCADA will be utilized to program the facility so that bypassing occurs

automatically based on Well No. 4 pumping rate. Representatives from the MDH have preliminarily approved this proposed approach for treatment pending further refinement.

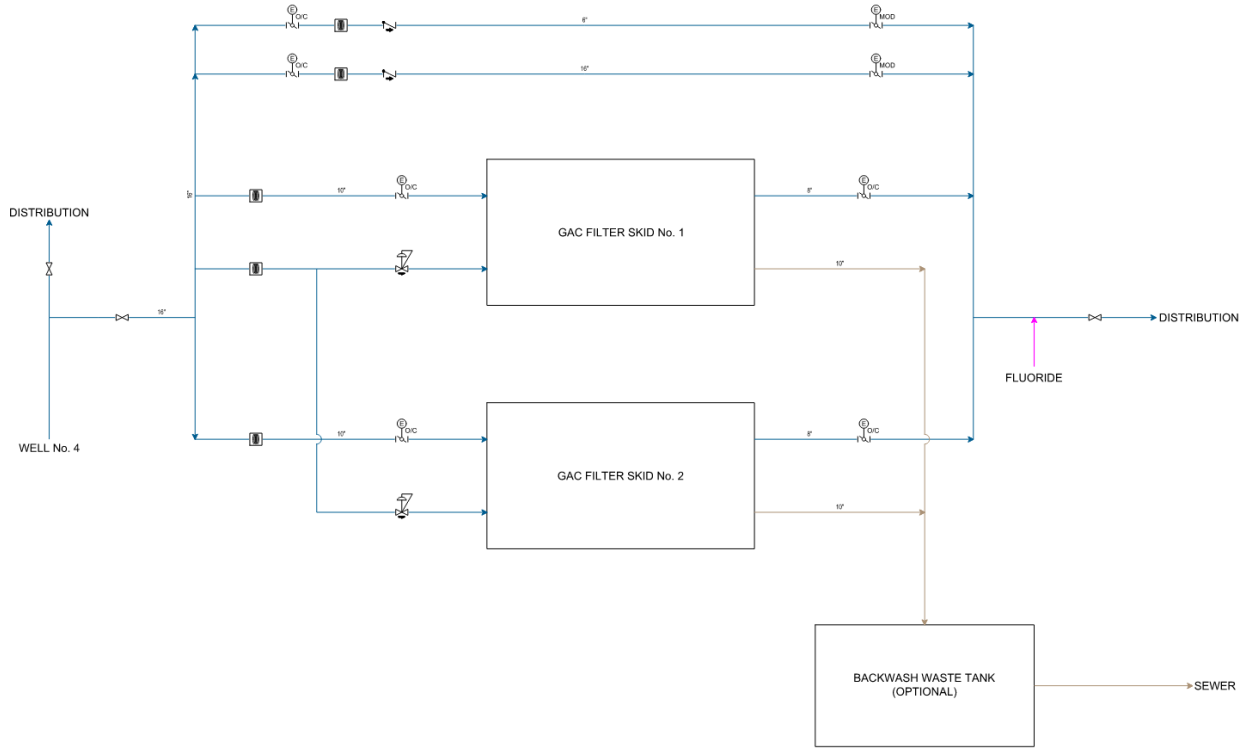


Figure 7-1: PFAS Facility Process Flow Diagram

During preliminary design of the facility, the option to reduce the two (2) bypasses to a single bypass will be studied in an effort for simplifying operation and reducing capital costs. Additionally, the PFD shows raw water being used for backwashing. During preliminary design, a decision will be made whether raw water, or finished water, is used for backwashing GAC media during the media commissioning step (backwashing is not expected regularly for this application).

Table 7-1 below includes a preliminary list of the valves and appurtenances required to operate the plant.

Table 7-1 Preliminary Improvements Schedule

Valve Type	Quantity	Location(s)
Gate Valves	3	Yard piping for facility bypass and rerouting to new distribution system point of entry location
Control Valves	2	Around filter skids to regulate pressure/flow during backwash

Valve Type	Quantity	Location(s)
Butterfly Valves	8	Two on each of the four flow paths to manage active/inactive flow paths
Check Valves	3	Prevent backflow on bypass lines due to pressures induced from distribution system and filter skid effluents, and on backwash tank effluent
Plug Valves	1	Isolation of backwash tank effluent
Air Release Valves	1	Air release at highest part of backwash tank effluent line
Flow Meters	4	One for each flow path

7.2.2 Filtration Technology

After a full review of PFAS treatment alternatives, GAC media is expected to have the best performance for addressing project objectives and goals. The water quality of Well No. 4 analyzed in **Section 4.2** of this report highlighted analytes that would influence both GAC and IX performance. The TDS concentration (580 mg/L), water hardness (420 mg/L as CaCO3), and chloride concentration (110 mg/L) would all contribute to premature fouling and breakthrough of IX media, leading to more frequent media replacements and higher operational costs for the City. Premature breakthrough of IX media must be avoided because it is roughly four (4) times more expensive per cubic foot than GAC. Additional testing in the form of RSSCT (rapid small-scale column testing) studies is recommended to identify the single most effective GAC media to further optimize PFAS removal and minimize media replacements.

As required by MDH, a lead-lag filter configuration is recommended for the proposed upgrades to maximize EBCT and effectively treat PFAS. With a 12-foot diameter vessel, flows through a single filter skid have a capacity of ~990 gpm to maintain the 10-minute EBCT required by MDH in each filter vessel. With two skids in operation, 1,980 gpm can be treated, with any additional flows being routed through the small bypass line for a blended effluent. Note Well No. 4 can pump a maximum of 2,000 gpm.

Redundancy is accounted for with the bypass line and the second filter skid flow path. If a single skid is offline, the second skid can accommodate 990 gpm flows and the bypass can allow for a higher effluent flow. Bypass capacity will be further defined in final design, though will be dependent on the removal of PFAS provided by the vessels and the media exhaustion percentage at a given point in time. Bypass flow will need to be monitored during operation to ensure the PFAS concentration in the blended water is below the USEPA MCLs.

7.2.3 Pump Hydraulics

The increased head loss generated by the proposed facility was inputted into the hydraulic model for South St. Paul and assessed through a 5-day extended period simulation with peak water demands. The hydraulic model used for this simulation had the WTP relatively located near Wellhouse 4, but not in an exact location (see **Section 7.2.6**). Further refinement of the modeling

effort will be completed during design. However, at this time, the modeling completed is sufficient for this planning effort. The analysis demonstrated that the current well pump can handle the additional dynamic head loss produced by the WTP's GAC filters, piping, valves, and fittings. The system was generally able to maintain pressures above 90 psi (desired) at the control points, with very few instances below 85 psi. As such, the desired system pressure was maintained while ensuring proper water levels in the water storage tanks.

Although system pressure can be maintained with the proposed upgrades, the capacity of Well No. 4 is expected to drop from about 2,000 gpm to nearly 1,800 gpm due to the additional head loss. Recent flow data indicates that the well does not often run above 1,800 gpm. If greater than 1,800 gpm is required to maintain pressure, the emergency facility bypass line could be utilized to raise pressure to about 2,000 gpm, allowing for a blended entry point into the distribution system.

Backwashing procedures could be driven by the Well No. 4 pump directly or driven by the distribution system pressure. If backwash flow is provided by the distribution system, Well No. 4 will need to run and provide water to the system via the other filter train.

This hydraulic analysis was done prior to the completion of upgrades to Well No. 3. Further analysis of the hydraulic system may be required once the hydraulic model has been updated with the impacts that the new WTP on Well No. 3 may have on its pumping capacity.

7.2.4 Chemical Addition

Fluoride is currently the only chemical used at Well No. 4. In addition to removing PFAS, GAC media also removes fluoride from the water. Therefore, the fluoride feed point at Well No. 4 will need to be moved to post-GAC treatment. As such, space needs to be allocated in the PFAS removal facility to allow the City to store and feed fluoride.

Chlorine addition is a potential future requirement for the City to supply at entry points to the distribution system and an unfurnished room will be provided in the building to accommodate these anticipated changes to regulations. Similar to fluoride, chlorine would need to be added post-GAC treatment.

Preliminary design includes chemical furnishings in the fluoride room including a 120-gallon bulk fluoride tank with secondary containment, two transfer pumps (one duty, one spare), a break tank, a day tank, and two feed pumps (one duty, one spare). Tubing to the injection sites will be encased in Sch 80 PVC where needed. Pump shelves and an eyewash station will also be furnished.

7.2.5 Backwash Tank

Including a below ground backwash tank to the overall design would assist in equalizing the flows going to the sewer during backwash procedures. Flows during a GAC filter backwash protocol can reach up to 1,300 gpm (75°F water temperature, or 1,000 gpm at 55°F water temperature) and

it is estimated that the residual capacities of the sewer lines near the PFAS removal facility can accept a maximum of 900 gpm based on the as-built information provided by the City. To be conservative, the backwash tank size assumed that the PFAS treatment facility will discharge wastewater to the sewer at a rate of 500 gpm during backwashes. This results in needing a 31,000-gallon tank and two (2) 300-gpm pumps on site to equalize the flow during backwash and start-up procedures. Full start-up procedures are described in **Section 7.4** of this report.

After coordinating with GAC media suppliers, there is flexibility to the standard initial backwashing procedure that may assist in lowering backwash waste flows to 900 gpm and lower and strategically plan backwashes when water temperatures are at or below 55°F. Because understanding existing sewer capacity is critical to the operation of the PFAS facility, it is recommended to proceed with sanitary sewer flow monitoring prior to final design to confirm existing residual capacities. This monitoring will provide a value engineering opportunity to either optimize the backwash tank size or omit the backwash tank completely from the final design if the nearby sewer is able to handle either the standard or alternative backwash flows provided by the media manufacturers.

7.2.6 Treatment Location

On site treatment by the existing well house is not considered to be feasible due to the site topographic complexity, parcel size, unique road access, and spacing requirements for GAC treatment and operation. Therefore, a total of eight (8) remote sites, both city-owned and privately-owned parcels, were studied to recommend a site for Well No. 4 PFAS treatment. The eight (8) sites were selected for further analysis based on ownership status (prioritizing city-owned parcels) and location with respect to both Wellhouse 4 and the existing 12-inch trunk watermain distribution line. It should be noted that building a new treatment building on any of eight (8) sites would require MnDOT permits and easements due to the proximity to I-494. Permitting and easements from MnDOT are required regardless of the site chosen since the existing 12-inch trunk watermain leaving the wellhouse will need to be upsized to 16-inch or a new 16-inch watermain will need to be installed nearby.

Major parameters considered during the site selection process included:

- **Site access**
  - Good access is integral to facility operations for construction and media exchange procedures.
- **Proximity to wellhouse and major distribution trunklines**
  - Piping to remote locations adds to project complexity and construction cost
  - Sites south of Highway 494 are preferred to avoid boring under 494 due to cost.
- **Site slope grade**
  - Steep gradients generate additional expenses for excavation and backfilling.

Figure 7-2 below depicts the locations studied. Red parcels indicate non-vacant City-owned sites while green parcels are vacant City-owned sites. The blue dashed line represents the approximate location of the 12-inch trunk watermain.



Figure 7-2 Building Location Alternatives

Table 7-2 below summarizes the advantages and disadvantages associated with each alternative site shown in **Figure 7-2**. Alternatives 1 and 2 were deemed to be the most appropriate for South St. Paul considering access, construction costs, and proximity to both the distribution system trunklines and Wellhouse 4.

Table 7-2 Building Location Alternatives Comparison

Alternate	Advantages of Location	Disadvantages of Location
1 Parcel ID: 364510001010	* Vacant parcel * Close to well house and trunkline * Good access by street * Corner of the site is flat for building * Does not need to cross MNDOT roads or major City roads with pipelines	* Site is positioned up a fairly large hill from well house
2 Parcel ID: 366582003300	* Close to well house and trunkline * Good access by street * Sufficient flat area for building * Does not need to cross MNDOT roads or major City roads with pipelines	* Not city owned (need to buy or obtain a permit from MNDOT) * Site is long and narrow so building would have to accommodate shape of site * Site slopes down dramatically across a large portion of site (north half and west half mainly)

Alternate	Advantages of Location	Disadvantages of Location
3 Parcel ID: 366582009320	* City owned and vacant * Distribution trunk line is close for connecting treated water	* Tight access for construction and maintenance but could be managed * Would need MNDOT easement south of the apartment complex for additional access. * Pipe encasement required for boring under 494 * Sloped site will increase construction costs
4 Parcel ID: 367150011160 & 367150018350	* City owned and mostly vacant * Good access and flat site * Relatively close to well house * Close to existing Public Works facility	* Site may be used seasonally for storage * Far from trunkline and may require additional pumping and trunk watermain improvements
5 Parcel ID: 367150021181 & 367150022010	* City owned, vacant, and has good access * Does not need to cross MNDOT roads or major City roads with pipelines	* Far from trunkline and may require additional pumping and trunk watermain improvements * Bluffline and MRRCA rules restrict development of the site
6 Parcel ID: 368330004180 & 368330004190	* City owned, vacant, and good access * Does not need to cross MNDOT roads or major City roads with pipelines *Close to Well No. 9 so centralized treatment would be a feasible option to pursue	* Far from trunkline and may require additional pumping and trunk watermain improvements * Surrounded by residential property * Proximity to South St. Paul airport and flight path restricts development of the site
7 Parcel ID: 364530001260	* Flat site and good access from road * Proximity to trunk line for effluent water	* Not city owned (Owner has not been contacted) * Far from well and may need additional pumping
8 Parcel ID: 366582006150 & 366582006110	* At well site, see "Well 4 Site" on Figure above * No need for trunk improvements	* Poor access difficult for media exchanges * Costly construction due to complex site, small size, and steep site slope gradients * New WTP would limit access to the well house for maintenance

A meeting was held with City staff on March 3rd, 2025, to discuss the alternative locations. Upon further discussion with City staff, it was decided that Alternative locations 1 and 2 were the preferred locations to proceed with siting PFAS treatment for Well No. 4. After discussing property purchasing with the Owners of both Alternative 1 and Alternative 2, Alternative 1 was ultimately selected and a purchase agreement was approved in November 2025. The owner of Alternative 2, the Minnesota Department of Transportation (MnDOT), ultimately would not have been able to transfer enough land of Alternative 2 to the City for Well 4 treatment. As a result, Alternative 1 was used as the basis of design for the preliminary design detailed in this chapter.

7.2.7 Site Layout

Alternative 1, located northeast of the intersection between 1st Avenue S and Warburton Street E, allows for great street access and enough flat space for the desired PFAS facility equipment. It is proposed that the building will be located on the west end of the site. An optional 30-foot-wide driveway, that can also serve as off-street parking for City vehicles when servicing the facility, can be located on the west side of the building to maximize access to the PFAS facility. Northeast of

the PFAS facility, there is space for an optional 31,000-gallon tank used for equalization of water produced during backwashing, forward washing, and backfluffing. Submersible sump pumps will convey water from the tank to the nearby sewer lines on 1st Avenue S. In addition to backwashing procedures, media commissioning will also generate a significant amount of water that will need to be discharged to the City's sanitary sewer system. An approximate layout of the site is shown in **Figure 7-3**. It should be noted that the hydraulic analysis in **Section 7.2.3** was completed under the assumption that the PFAS WTP would be located near Wellhouse 4. Additional modeling should be completed during the early stages of the design phase to confirm the well will continue to operate appropriately.

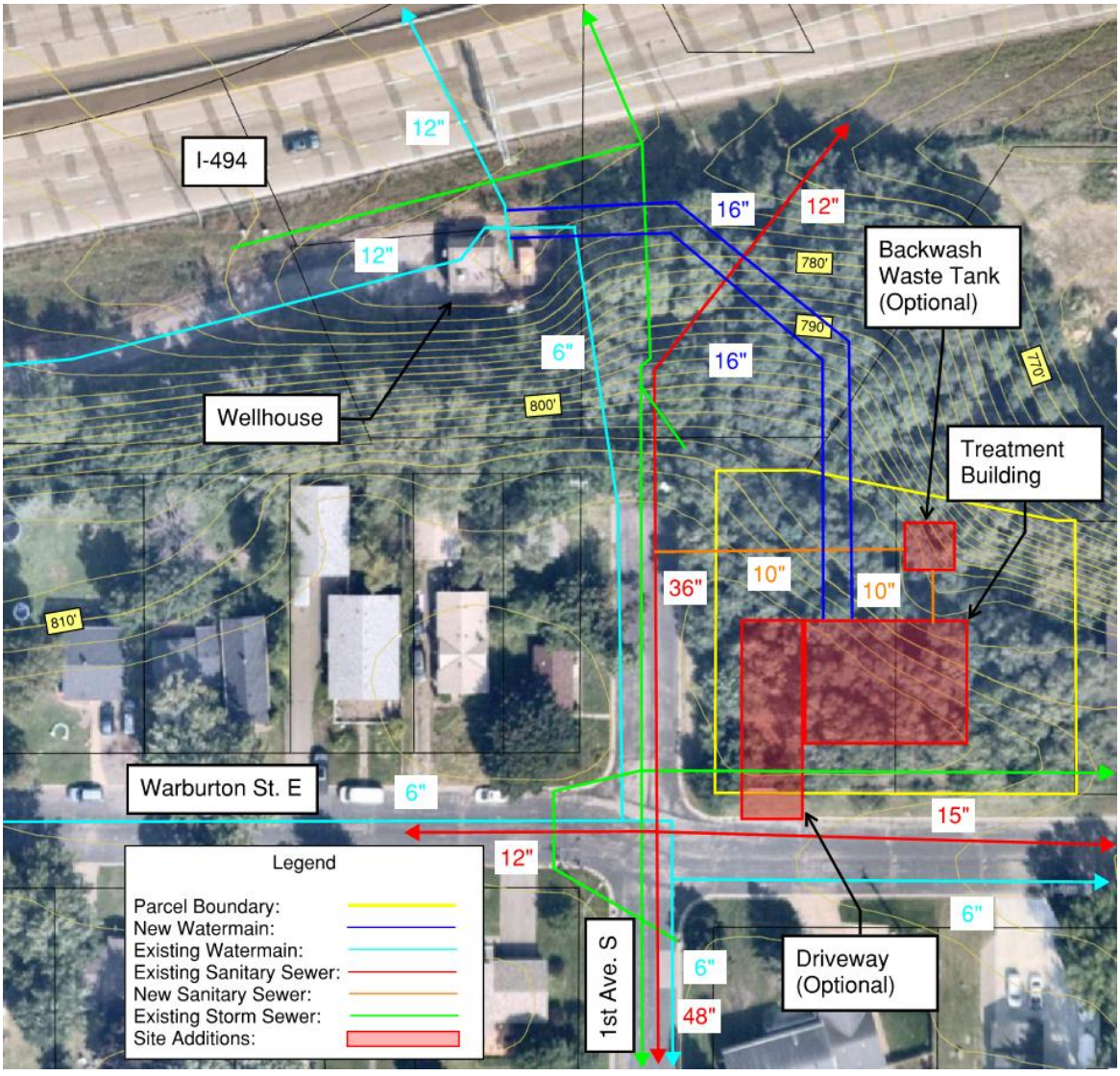


Figure 7-3: Proposed Site Layout for Alternative 1 (locations are approximate)

It is anticipated that media commissioning procedures could require anywhere between 200,000 and 700,000 gallons of water to clean acid-washed media or nonacid-washed media, respectively, before the GAC vessels can produce drinking water of sufficient quality for public supply. Much of this flow is expected to be rinsing procedures operated around 500 gpm which are expected to be allowable by the nearby existing sewer lines, however, it is recommended to proceed with sanitary sewer flow monitoring prior to proceeding with final design to confirm existing residual capacities. As highlighted above, acid-washed GAC media can significantly lower the volume of water required for commissioning, though it is more expensive when compared to non-acid washed media.

7.2.7.2 Related Site Upgrades

Piping between the wellhouse and the facility is essential for maintaining operational flexibility for discharge water and allowing flow bypass when needed. **Figure 7-3** also shows a tentative site piping plan, based on the approximate location of utilities, that would provide all necessary flow paths needed by South St. Paul while minimizing installation costs.

It is anticipated that two new 16-inch watermains will be required to convey water from Wellhouse 4 to the PFAS facility. The preliminary layout has two watermains that run parallel from Wellhouse 4, up the hill, and to the treatment building. Due to the short distance of the installation, trenching is recommended for the new watermains instead of directional drilling. In this layout, both watermains need to cross under storm and sanitary sewers. Construction of this layout would require installing pipe across MnDOT property, requiring a permit and permanent easement. Construction of this layout would also require caution with respect to the above ground powerline that runs along the west side of 1st Avenue S and connects to Wellhouse 4. Trenching of the proposed water mains would also require clearing the trees surrounding the new water mains' path. Despite these anticipated challenges, the proposed path for the new watermains is the most cost-effective option and would cause the least local disturbance since the alternative path would require tying into the existing 6" watermain on 1st Avenue S and then upsizing the entire 6" watermain between the tie-in and the 12" trunk watermain on 3rd Avenue S. This proposed approach to the site piping layout was discussed with two local contractors. Both contractors agreed that this plan would be cheaper to construct than if the pipelines were to be routed along the Wellhouse's existing driveway and Warburton Street E.

Full treatment bypass will be possible with the included valving and a smaller bypass within the facility will allow for treated and non-treated water blending to meet both PFAS requirements and water demands. Backwash waste will be routed to and from the backwash waste tank with 10-inch pipe.

7.2.7.3 Building Layout

A preliminary building layout for Alternative 1 is shown in **Appendix C**. Two (2) granular activated carbon (GAC) filter skid systems (total of four filter vessels) will handle ~1,980 gpm of flow with

excess flows directed to an internal building bypass line and resulting in a blended effluent before leaving the facility. The vessels are limited to 1,980 gpm because of the EBCT required by MDH for PFAS treatment, and PFAS is expected to be sufficiently removed once this time as elapsed. The internal bypass line will also play a role in lower flow scenarios when the facility requires only one set of vessels to be operating, with excess flows bypassing the system and generating a blended effluent to meet target effluent flows.

Three (3) rooms on the east side of the facility provide divided spaces for fluoride addition (acid room), sodium hypochlorite addition (chlorine room), and electrical equipment. Secondary containment, pump shelves, and eyewash stations will be included in both chemical rooms. The electrical room will have HVAC for temperature stabilization and consistent air turnover to help maintain equipment and minimize humidity.

Process piping will be routed to the edges of the building and utilize floor penetrations before routing outside the area of the building foundation. Adequate space will be provided to allow for the back vessels to be removed with either one or no additional vessels requiring removal to access. A garage door can be installed for easier access to the vessels. Additionally, knock-out panels on the western wall may be provided for ease of removal of the GAC vessels if needed in the future.

7.3 Opinion of Probable Cost

The estimated cost to design and construct the WTP is summarized in **Table 7-3.** The estimated capital cost includes the cost of the optional driveway and backwash waste tank. Capital costs include a 30-percent construction contingency and an 18-percent indirect cost contingency. Other costs necessary for construction such as materials testing, geotechnical evaluations, and SCADA programming are also included. Lastly, an estimate to complete RSSTC testing via a third-party consultant is also provided. Costs related to the Metropolitan Council Environmental Services' (MCES) sewer availability charges (SAC) are included in the **Operation and Maintenance Analysis**.

Table 7-3 Anticipated Capital Costs

Division Name	Unit	Installed Cost
Construction		
Civil and Site Utilities	LS	$765,000
Building Construction and Site Concrete	LS	$1,241,000
Process Pipe and Equipment	LS	$3,196,000
HVAC and Plumbing	LS	$137,000
Electrical	LS	$308,000
Subtotal Construction Cost		**$5,647,000**
Construction General Conditions & Miscellaneous		
General Conditions	10.0%	$564,700
Construction Contingencies		
Planning Level Construction Contingency	30.0%	$1,694,000
Estimated Total Construction Cost		**$7,906,000**
Anticipated Professional Services		
Indirect Costs (Engineering, Admin, and Legal)	25.0%	$1,976,500
Design Phase Geotechnical Evaluations	LS	$30,000
Construction Testing	LS	$45,000
RSSCT Analysis (Optional)	LS	$100,000
SCADA Integration Programming	2.0%	$158,120
Opinion of Probable Total Project Cost		**$10,216,000**

7.4 Operation and Maintenance Analysis

Along with the costs of designing and constructing the new WTP, the City will incur operations and maintenance (O&M) costs. This report provides a planning-level analysis of the O&M costs for the new WTP over a 20-year planning period starting from the expected first year of operation (2029 to 2049). The seven (7) O&M cost categories anticipated for the WTP are operations staff, non-treatment processes, treatment equipment maintenance, treatment equipment power, treatment chemicals, GAC media changeout, and process sewer discharge. Several assumptions went into completing this analysis. Each individual O&M cost category along with assumptions are summarized in the paragraphs below. This analysis assumes that Well No. 4's usage remains constant throughout the planning period, so all seven (7) O&M cost categories remain the same except for inflationary increases (3-percent per year). Additionally, O&M cost estimates include a 30-percent planning contingency.

- **Operations Staff/Labor:** The WTP is not expected to require a full-time operator; however, it is likely that South St. Paul will need to hire an additional public works staff member to oversee the WTP on a part-time basis. This individual would also assist with other municipal duties as needed. An hourly wage of $40.18/hour was used to estimate

this cost. Wage data was obtained from the 2023 Minneapolis-St. Paul Bureau of Labor Statistics and adjusted for inflation to the first year of plant operation (2029).

- **Non-Treatment Processes:** There are four (4) non-treatment processes required for the operation of the WTP: general building maintenance, non-treatment power, backwash tank cleaning, and sewer discharge.
    - The building maintenance accounts for all costs related to care and upkeep of the WTP's structure and building hardware. Building maintenance costs were estimated based on the WTP's total square footage and an industry standard rate of $0.069/sqft as recommended by the Buildings Owners and Managers Association.
    - Non-treatment power is the required power consumed by equipment not directly related to treatment. This cost includes the power consumed for lighting, plumbing, and HVAC. Non-treatment power costs were estimated based on the WTP's total square footage and an industry standard rate of $0.083/sqft as recommended by the Buildings Owners and Managers Association.
    - Backwash tank cleaning assumes that South St. Paul will need to clean sediment accumulated in the tank once per year at a cost of $5,000. This cost is only applicable if the backwash tank is required during final design.
    - Other costs in this category include sewer discharge. However, it is not anticipated that this facility will be equipped with a bathroom, locker room, etc., and therefore sewer discharges should be minimal unless a GAC media commissioning or backwash related sewer discharges take place. Those expenses are calculated under a separate O&M cost category.
- **Treatment Equipment Maintenance:** Treatment equipment within the WTP requires specialized maintenance to ensure proper operation. The WTP's treatment equipment includes pumps, valves, filter vessels, and chemical feed systems directly related to operation as well as equipment indirectly related to treatment including plumbing, HVAC, electrical equipment, and process controls. For planning purposes, the cost of treatment equipment maintenance was estimated as one (1) percent per year of the WTP's equipment's capital cost for said equipment.
- **Treatment Equipment Power:** In addition to the non-treatment power required to operate lights, etc., treatment processes such as pumping are also expected to require power. Most of the treatment power consumption is expected to come from the increased energy required for Well No. 4 to pump water through the GAC media due to the additional head loss and the power to operate the backwash waste pumps.
- **Treatment Chemicals:** The WTP is expected to include chemical addition of fluorosilicic acid to supply fluoride to the water. In the future, sodium hypochlorite (chlorine) may also be added for disinfection purposes. However, this O&M analysis assumes only fluoride is needed based on current operation. The cost of chemicals is estimated to be the cost of bulk fluorosilicic acid required to reach a dose of 0.75 mg/L. A cost of $0.56/bulk pound of fluorosilicic acid was used. Note that this cost is not new for South St. Paul as fluorosilicic acid is currently being fed at Well No. 4.

- **GAC Media Changeout:** GAC media replacement is by far the most significant contributor to the WTP's O&M costs, as it will need to be replaced to maintain adequate PFAS removal. Media changeout is required once the GAC reaches its adsorptive capacity and breakthrough occurs in the lead vessel. Typically, only the lead vessel of each skid is replaced at a time, as it experiences breakthrough first. Operational strategies can be implemented to stagger changeouts between skids, reducing the likelihood that both lead vessels require replacement simultaneously. This analysis conservatively assumes an annual replacement of the lead vessels on both skids. However, actual changeout frequency can reasonably range from one to three years, depending on PFAS concentrations, system usage, and media performance. To better refine this estimate and manage long-term O&M costs, it is recommended that RSSCTs be conducted. Based on supplier quotes, the GAC media is projected to cost approximately $3.60 per pound during the first year of operation (2029). Each lead vessel contains approximately 40,000 pounds of media.
- **Process Sewer Discharge:** The WTP's process sewer discharge refers to the wastewater produced by the treatment process. The wastewater must be discharged to the City's sewer system to be treated by MCES. There may be non-process sewer discharge from the WTP, however, this discharge is assumed to be negligible and thus will not impact O&M costs significantly. The process sewer discharge can be broken into two (2) categories: changeout washing and backfluffing. Changeout washing requires two steps: backwashing to remove fines from the GAC media and forward-washing to confirm the quality of the GAC vessel effluent as acceptable. Backwashing and forward flushing occur with every media changeout. Backfluffing is performed to maintain head loss across the vessels in between media changeouts. This analysis assumes that backfluffing occurs every six (6) months. The actual flow rates, operational times, and frequency for backwashing, forward flushing, and backfluffing will vary depending on the specific GAC product chosen and MDH guidance. For example, acid-washed GAC has a higher capital cost per pound than non-acid washed but requires significantly less wash water during the commissioning procedures. The costs for discharges treated by MCES include sewer availability charges (SAC units), industrial waste capacity charges (ICC), and industrial waste temporary capacity charges (ITCC). SAC units are a one-time purchase to establish a baseline flow and are purchased when a facility starts up. ICC are rates applied to regular discharges that exceed the baseline flow established by the purchased SAC units. ITCC are rates applied to temporary discharges. For the recommended WTP, MCES is expected to require the City to purchase a minimum of 4 SAC units. The cost to purchase the SAC units was applied to the first year of operation only. Since GAC media changeout occurs infrequently, the associated backwashing and forward-flushing discharges are expected to be subject to ITCC. However, since backfluffing is anticipated to occur more regularly, discharges related to backfluffing are expected to be subject to ICC. It should be noted that the City has the option to purchase more SAC units when the WTP starts up and later in the WTP's lifetime.

Table 7-4 below summarizes the estimated cost for each O&M cost category for Year 1 of operation (2029) and Year 20 (2049). An inflation rate of 3-percent and a 30-percent planning contingency were applied to this O&M estimate. The initial SAC unit charges are assessed only in the first year of operation and include a 3% yearly inflation from 2025. Note that additional labor requirements and GAC media changeouts comprise almost 90-percent of the O&M costs. Therefore, O&M costs could decrease significantly if additional labor is not needed or if the GAC media changeout frequency is less than once per year. Results from an RSSCT study would aid in refining the O&M cost projections as they would provide a better estimate for expected media life and changeout frequency.

Table 7-4 O&M Cost Estimate

O&M Cost Category	Year 1 (2029)	Year 20 (2049)	Cumulative 20-Year	% of Cumulative Cost
Operational Staff	$85,800	$155,300	$2,459,000	20.0%
Non-Treatment Processes	$6,000	$10,900	$172,000	1.4%
Treatment Equipment Maintenance	$21,000	$38,000	$602,000	4.9%
Treatment Equipment Power	$6,000	$10,900	$172,000	1.4%
Treatment Chemicals	$9,600	$17,100	$271,000	2.2%
GAC Media Changeout	$300,200	$539,200	$8,569,000	69.8%
Process Sewer Discharge	$12,100	$1,600	$36,000	0.3%
Pre-Contingency Subtotal	**$441,000**	**$773,000**	**$12,281,000**	
Planning Contingency (30%)	**$132,300**	**$231,900**	**$3,684,000**	
Total O&M Cost	**$573,300**	**$1,004,900**	**$15,965,000**	

7.5 Next Steps and Implementation Timeline

Table 7-5 summarizes a recommended project schedule that would allow the City of South St. Paul to construct the PFAS facility before the current USEPA compliance deadline in (April 2029) and continue to be engaged with the State of Minnesota and other funding agencies. Critical next steps include:

- Completing RSSCT studies to 1) identify top performing GAC medias for installation and 2) better understand replacement timeline to further refine O&M cost estimate projections. Additional piloting is not recommended due to the significant cost required to complete a long enough pilot study that could accurately provide information on media changeout.
- Completing sanitary sewer flow monitoring at key locations throughout the trunk sewers downstream of the proposed WTP to better assess the allowable wastewater discharge pumping rate for the WTP. Increasing the pumping rate could reduce the size of the backwash tank and therefore reduce construction costs.
- Continue coordination with MnDOT regarding project site easements.
- Meet the design deadline of June 2026 to comply with the DWRF funding requirements.

Table 7-5 Project Schedule

Milestone	Date
Final Cost Estimate & Report	January 2026
Presentation to City Council	February 2026
RSSCT Testing Procurement	May 2026
Sanitary Sewer Flow Monitoring	May 2026
WTP Design Begins	June 2026
DWRF IUP Application	June 2026
RSSCT Testing Results Obtained	September 2026
Design Completion	February 2027
MDH/DLI Submission	March 2027
MN PFA Funding Application	March 2027
Bid	April 2027
Construction Begins	July 2027
WTP Start-Up	Spring 2029

Appendix A: Review of Primary and Secondary Drinking Water Standards in the United States

The Safe Drinking Water Act (SDWA) was passed by Congress in 1974. Its purpose was to establish a uniform set of regulations and water quality standards for public water systems (PWSs) across the United States. The SDWA focused on identifying substances present in drinking water that have adverse public health effects. Within the State of Minnesota, the primacy agency in charge of enforcing these rules and regulations is the MDH.

To strengthen the SDWA, especially the regulation setting process, most of the 1974 SDWA was amended in 1986. Under the 1986 SDWA Amendments, the number of regulated contaminants increased from 23 to 89. Each standard consisted of a sampling frequency requirement and a maximum contaminant level (MCL). The U.S. Environmental Protection Agency (USEPA) was originally mandated by Congress to establish MCLs for 25 new parameters every three (3) years under the amended 1986 SDWA. Amendments to the SDWA in 1986 included a host of regulations.

A Reauthorization of the SDWA was signed into law (Public Law 104-182) on August 6, 1996. The law repealed the original mandate established by Congress for the USEPA to regulate 25 new contaminants every three (3) years and replaced it with a new standard-setting process to identify contaminants for future regulation based on their occurrence, the health risk they pose and cost-benefit evaluations. The 1996 SDWA Reauthorization made several additional important changes including: 1) establishing new requirements for selecting contaminants for regulation, 2) mandating the use of sound science, 3) allowing analyses of health risk reductions, costs, and benefits, 4) establishing an occurrence database, and 5) permitting competing risks to be evaluated.

Under the Reauthorization, the USEPA selects at least five (5) new contaminants to consider for regulation every five (5) years with regulations geared toward those imposing the highest health risk. Currently under the SDWA, there are 91 regulated contaminants. Although surface water treatment facilities have been the primary focus of heightened regulations due to the concerns regarding microbiological contaminants and DBPs, ground water treatment plants have also been impacted, but to a lesser degree. The Reauthorization of the SDWA has provided a review of the original and amended SDWA and a better understanding of the significance of providing regulations that emphasize the importance of maintaining proper disinfection while controlling the formation of DBPs.

The goal of providing high-quality water is achieved by complying with the primary drinking water regulations, satisfying select secondary drinking water regulations, and addressing water quality issues not specifically addressed by primary or secondary regulations. Primary drinking water regulations control or will control filtration, turbidity, filter backwash, disinfection, DBPs, disinfectant residuals, total coliform bacteria, lead and copper, and a long list of additional contaminants in the water through MCLs. These primary regulations are designed to protect

public health. The secondary drinking water regulations are established to help provide quality water that is both aesthetically and cosmetically pleasing, as well as to address technical effects, a term coined by the SDWA Advisor that addresses issues such as corrosivity and scaling. Another water quality standard that is not currently regulated as primary or secondary drinking water regulations and an anticipated future regulation that may impact the finished water quality is also considered below.

- Volatile Organic Carbons (VOCs)
    - The VOCs Rule became effective under the SDWA Phase II/V Rules on January 9, 1989. The VOCs Rule established MCLs for twenty-one VOCs such as styrene, toluene, xylenes, etc. that are suspected human carcinogens through ingestion.

Primary Drinking Water Standards

The primary drinking water standards are legally enforceable standards that apply to public water supply systems. Primary drinking water standards regulate microbial contaminants, disinfectants and DBPs, inorganic and organic compounds, radionuclides, and other advisory objectives and parameters. Primary standards protect public health by limiting the levels of contaminants in drinking water by establishing maximum residual disinfectant levels (MRDLs), MCLs, and treatment techniques (TT) for different contaminants.

Total Coliform Rule (TCR)

The TCR became effective under the SDWA on December 31, 1990 replacing the microbiological monitoring rule. This rule established microbiological standards and monitoring requirements that apply to all PWSs. The purpose of the TCR is to prevent outbreaks of waterborne microbial diseases by regulating a group of organisms that include fecal coliform and Escherichia coli (E.coli). The potential health effects of these organisms include gastroenteric and Legionnaires' disease. The presence or absence of total coliform is the general indication used to measure the level of pathogenic contamination within the water. The maximum contaminant level goal (MCLG) for total coliform is zero, and the MCL is based on the population served by the treatment facility. For all PWSs that collect 40 or more samples per month, no more than 5-percent of the samples may be positive for total coliform, and for those that collect fewer than 40 samples, no more than one (1) sample may be positive for total coliform under the routine monitoring requirements of the TCR. If any routine sample tests positive for total coliform, repeat samples are required. These repeat samples must be analyzed for fecal coliform, and no positive fecal coliform samples are allowed.

Groundwater Rule (GWR)

Although ground water has historically been thought to be free of microbial contamination, recent research indicates that some ground waters are a source of waterborne disease. Most cases of waterborne disease are characterized by gastrointestinal symptoms such as diarrhea, vomiting, etc. These symptoms are much more serious and can be fatal for persons in sensitive subpopulations such as young children, the elderly, and persons with compromised immune systems. In addition, research indicates that some viral pathogens found in ground water are linked to long-term health effects such as adult-onset diabetes and myocarditis (inflammation of the middle muscular layer of the heart wall).

The 1996 amendments to the SDWA required EPA to develop regulations that require disinfection of ground water systems "as necessary" to protect public health. The GWR establishes multiple barriers to protect against bacteria and viruses in drinking water from ground water sources and establishes a targeted strategy to identify ground water systems at high risk for fecal contamination. The GWR was issued as a final regulation in 2006. This rule applies to public ground water systems (systems that have at least 15 service connections or regularly serve at least 25 individuals daily at least 60 days out of the year). Implementation of this rule began in January, 2010. The requirements of this rule include:

- System sanitary surveys conducted by the State which are intended to identify significant deficiencies;
- Hydrogeologic sensitivity assessments for non-disinfected systems;
- Source water microbial monitoring by systems that do not disinfect and draw from hydrogeologically sensitive aquifers or have detected fecal indicators within the system's distribution system;
- Corrective action by any system with significant deficiencies or positive microbial samples indicating fecal contamination; and
- Compliance monitoring for systems which disinfect to ensure that they reliably achieve 4-log (99.99 percent) inactivation or removal of viruses.

A positive total coliform result from the TCR routine sampling triggers source water monitoring. Source water monitoring requires the system to collect a sample from the well(s) for further microbial analysis. If the sample is positive, then the system must take corrective action as directed by the state. A ground water system's best action to maintain compliance with the GWR is to maintain chlorine residuals in the distribution system sufficient to prevent positive coliform results in their TCR samples.

Stage 1 Disinfectants-Disinfection By-Products (DBP) Rule (Stage 1 D/DBPR)

Some DBPs are listed as probable human carcinogens by the National Cancer Institute, and some have also been linked to adverse effects on the liver, kidneys, nervous system and reproductive system. For this reason, the Stage 1 D/DBPR established MCLs for eleven (11) DBPs, categorized

into two (2) groups of organic by-products (four (4) trihalomethanes (THMs) and five (5) haloacetic acids (HAA5s)) and two (2) inorganic by-products (chlorite and bromate). The Stage 1 D/DBPR also established maximum residual disinfectant level goals (MRDLGs) and maximum residual disinfectant levels (MRDLs) for three (3) disinfectants: chlorine, chloramines and chlorine dioxide. Compliance was required by January 2002 for all community water systems (CWSs) serving more than 10,000 people. A CWS is defined as a PWS that has 15 or more service connections or serves 25 or more people on a year-round basis.

Stage 2 Disinfectants-Disinfection By-Products Rule (Stage 2 D/DBPR)

The USEPA published a Pre-Proposal Draft for the Stage 2 D/DBPR on October 17, 2001, and officially proposed the Stage 2 D/DBPR on August 18, 2003. The rule was finalized and published on January 5, 2006. The Stage 2 D/DBPR is intended to reduce potential cancer and reproductive and developmental health risks from DBPs in drinking water. Under the Stage 2 D/DBPR, systems were required to conduct an evaluation of their distribution systems, known as an Initial Distribution System Evaluation (IDSE), to identify the locations that are more likely to have high DBP concentrations. Based on the results of the IDSE, Stage 2 D/DBPR compliance monitoring sites were chosen. Compliance with the MCLs for two (2) groups of DBPs (TTHM and HAA5) would be calculated for each monitoring location in the distribution system. This approach, referred to as the locational running annual average (LRAA), differed from Stage 1 D/DBPR, which determined compliance by calculating the RAAs of samples from all monitoring locations across the system.

The Stage 2 DBPR also requires each system to determine if it has exceeded an operational evaluation level, which is identified using compliance monitoring results. The operational evaluation level provides an early warning of possible future MCL violations, which allows the system to take proactive steps to remain in compliance. A system that exceeds an operational evaluation level is required to review its operational practices and submit a report to the state primacy agency that identifies actions that may be taken to mitigate future high DBP concentrations, particularly those that may jeopardize compliance with the DBP MCLs.

Several factors including pH, presence of organic precursors typically measured as total organic carbon (TOC), chlorine residual concentration and type, temperature, and contact time have a significant impact on the formation of DBPs. Considering the above factors, pH control, total organic carbon (TOC) removal and utilizing chloramine disinfection are typically optimized to control DBPs in water treatment facilities.

Phase II/IIb and Phase V Rules

The Phase II and Phase IIb Rules became effective on July 1, 1991 and January 1, 1993 respectively. The Phase II/IIb Rules set standards for thirty-eight (38) synthetic organic chemicals (SOCs) and inorganic chemicals (IOCs). Thirty-six (36) of the contaminants are regulated by MCLs and two

contaminants, acrylamide and epichlorohydrin, are controlled by limiting their use in drinking water treatment chemicals.

Although a large number of Phase II/IIb chemicals result from human activity, others occur naturally in water. These contaminants have been shown to either be, or are suspected to be, carcinogenic through ingestion. Some of the other effects of these contaminants include damage to numerous organs in the body, circulatory system damage, bone damage, nervous system damage and disorders, thyroid damage, and decreased body weight.

PWSs are required to ensure the water they supply meets the MCL for each Phase II/IIb chemical. A plan for synchronizing compliance monitoring across several existing and upcoming rules was introduced under Phase II/IIb. Monitoring frequencies for most source-related contaminants were coordinated with compliance periods of three years each. Phase II/IIb monitoring requirements also established: (1) sampling locations for surface and ground water systems, (2) the initial sampling frequency that is specific for a contaminant or contaminant group, (3) lower repeat sampling frequencies for water systems that do not detect a specific contaminant or contaminant group during the initial monitoring, (4) increased monitoring frequencies for water systems that do detect initial contaminant, (5) monitoring waivers for reducing or eliminating the sampling frequencies, and (6) one-time monitoring requirements for 30 other unregulated contaminants.

The Phase V Rule, effective on January 17, 1994, set standards for 23 additional contaminants. Contaminants monitored under Phase V included four inorganic contaminants, cyanide, three volatile organics, and 15 pesticides or synthetic organics. The USEPA set different monitoring schedules for different contaminants, depending on the routes by which each contaminant enters the water supply. In general, ground water systems could take samples less frequently than surface water systems because the source water is subject to less external influences. Systems that prove over several years that they are not susceptible to contamination can apply for a variance to reduce monitoring frequency.

Inorganic Contaminants (IOCs)

The IOCs regulation under the Phase II Rule became effective in 1992. Some IOCs in finished water can alter consumer's acceptability by effecting taste, color, and scale decomposition on pipes and fittings. In addition, IOCs such as arsenic and lead have demonstrated adverse consequences on human health. The purpose of the IOC regulation is to protect public health and reduce the potential risk of cancer or other adverse health effects. Lead and copper and arsenic are discussed individually since USEPA has established the Lead and Copper Rule and the Arsenic Rule.

Lead and Copper Rule (LCR)

The 1986 Amendments to the SDWA required USEPA to promulgate drinking water standards for contaminants that impose potential adverse health risks. Lead and copper were specifically listed in the 1986 amendments for mandatory development of a National Primary Drinking Water Regulation (NPDWR); USEPA responded by promulgating the LCR, which was published in 1991. The stated goal of the LCR is to "minimize lead and copper at users' taps while ensuring that treatment does not cause the system to violate ant NPDWR". This goal is intended to be accomplished through the application of corrosion control strategies (i.e., varying pH levels, alkalinity levels, and inhibitor utilization). The LCR action levels for lead and copper were set at 0.015 mg/L and 1.30 mg/L, respectively, in the 90th percentile of samples measured at customers taps.

Another recent related regulation is the Reduction of Lead in Drinking Water Act of 2011. Congress signed the Act into law on January 4, 2011, which became effective on January 4, 2014. Provisions of the federal law revise the SDWA definition of "lead free" for piping, pipe fittings, plumbing fittings, and fixtures. The amendment reduces the lead limit from eight percent to 0.25% for brass and bronze. The limit for solder and flux remains at 0.2%. The federal law applies to the wettest surfaces of any product used in a drinking water system. The new requirement required suppliers, contractors, the engineering community, and water utilities to revise specifications for no-lead brass plumbing fittings and components such as curb stops, meters, regulators, check valves, and now fire hydrants. There is ongoing discussion regarding the USEPA's interpretation of the law regarding the inclusion of system fire hydrants.

In January 2021, the USEPA passed the Revised Lead and Copper Rule (LCRR). These revisions were then halted to allow for the incoming administration to review and potentially revise the LCRR. The revisions were released by the EPA and considered effective on December 16th, 2021, along with the announcement of further revisions coming before the end of 2024.

The LCRR included changes to sample site selection criteria, sampling procedures, water quality monitoring, continued emphasis LSLR consecutive water system requirements. By October 16th, 2024, material of each service line within a water system is required to have been inventoried.

Arsenic Rule

Based on a Public Health Standard that dated back to 1942, the USEPA enforced an arsenic standard of 50 µg/L from 1975 through 2006. A revised Arsenic Rule was proposed and finalized in June 2000 and January 2001, respectively. This revised rule applies to all CWSs and NTNCWSs and requires compliance with a MCL of 10 µg/L, based on samples obtained from all entry points to the distribution system. In addition to the MCL, the rule also specifies a non-enforceable MCLG of zero. The compliance date for the revised Arsenic Rule was January 23, 2006. Exemptions could

extend the compliance date by up to three years or up to nine years, depending on system size and its finished water arsenic concentration. Arsenic causes adverse health effects in humans at high exposure concentrations. High concentrations of arsenic typically lead to gastrointestinal irritation accompanied by difficulty in swallowing, thirst, hypertension, and convulsions. The lethal dosage for humans is estimated to range from 70 to 180 mg/L. According to the historical data from 1988 through 2014, the average arsenic concentration in treated water was 1.65 µg/L, which is well below the arsenic MCL.

Nitrate and Nitrite

Nitrate and nitrite are the only acute inorganic contaminants regulated under the Phase II/V Rules. The regulation for nitrate and nitrite became effective in 1992. Nitrate and nitrate from fertilizer are found in sewage and wastes from human and/or farm animals and generally get into drinking water from those activities. Excessive concentrations of nitrate in drinking water have caused serious illness and sometimes death in infants under six months of age. The USEPA, under the authority of the SDWA, has set the MCLG and MCL for nitrate at 10.0 mg/L and for nitrite at 1.0 mg/L (measured as nitrogen, N). The WHO has recommended guidelines for nitrate and nitrite in drinking water of 15 mg/L (as nitrogen) and 3 mg/L (as nitrogen), respectively.

Synthetic Organic Compounds Rule (SOC Rule)

SOCs are man-made compounds used for a variety of industrial and agricultural purposes. USEPA has established MCLs for thirty-three SOCs, which include contaminants such as pesticides, PCBs, and dioxin.

Radionuclides Rule

The USEPA proposed a NPDWR for six (6) radionuclides in 1991, which included combined radium 226, radium 228, (adjusted) gross alpha, beta particle and photon radioactivity, radon, and uranium. A revision to this rule, promulgating the final drinking water standards for (non-radon) radionuclides in drinking water, was published in December 2000. Systems had until early December 2003 to collect samples to use for grandfathering. The first three-year monitoring period ended December 2006. This rule, which applies to all CWSs, changes the monitoring requirements to include sampling from all distribution system entry points. The adverse health effects associated with exposure to radionuclides include radiotoxicity, which affects human tissue, and chemotoxicity, which affects human organs. Extended radionuclide exposure has also been linked to cancer.

Unregulated Contaminant Monitoring Rule

In the 1996 amendments to the SDWA require that once every five (5) years, the EPA issue a new list of no more than 30 unregulated contaminants to be monitored by PWSs. The Unregulated

Contaminant Monitoring Rule (UCMR) provides USEPA and other interested parties with scientifically valid data on the occurrence of contaminants in drinking water. This data serve as a primary source of occurrence and exposure information that the agency uses to develop regulatory decisions.

The first UCMR (UCMR 1) was published in September 1999 and required monitoring 26 contaminants between 2001 and 2003. UCMR 2, released in 2007, required to monitor 25 contaminants between 2008 and 2010. UCMR 3 monitoring took place from 2013-2015 and included monitoring for 28 chemicals and two viruses. The fourth UCMR (UCMR 4) was proposed on December 11, 2015. The proposal outlined 30 chemicals contaminants to be monitored between 2018 to 2020 using analytical methods developed by USEPA.

Strontium is also being reviewed for potential regulation. On October 20, 2014, the USEPA published a preliminary regulatory determination to regulate strontium and published a Health Reference Level of 1,500 µg/L. After receiving public comments, USEPA delayed final determination to consider additional data and decide if regulation would achieve meaningful health risk reduction. As of the recent Preliminary Regulatory Determination for Contaminants on the Fourth Drinking Water Contaminant Candidate List (published March 10, 2020), EPA is continuing to delay a final determination for strontium in order to further consider additional studies regarding strontium exposure.

UCMR 5 was published in December 2021. This rule requires sample collection between 2023 and 2025 to monitor 30 additional contaminants, 29 of which are related to PFAS. Following the sampling period, the information gathered will be used to guide future USEPA regulations.

Secondary Drinking Water Standards

Secondary Drinking Water Standards (SDWS) are composed of regulatory contaminant levels defined by the USEPA with their enforceability left to the discretion of the primacy agency – MDH. These secondary standards are composed of any contaminants that may affect the finished water appearance, taste and odor; promote adverse digestive effects; discolor human skin and teeth; or have economic impacts (hard or corrosive water on plumbing fixtures and equipment).

Aesthetic Effects

Aesthetic objectives are water quality objectives that a water supply system strives to meet, although they do not have adverse effects on public health. These objectives include controlling color, taste, odor, and foaming.

- *Odor and Taste* are useful indicators of water quality even though odor-free water is not necessarily safe to drink. Odor is also an indicator of the effectiveness of different kinds of

treatment. However, present methods of measuring taste and odor are still fairly subjective and the task of identifying an unacceptable level for each chemical in different waters requires more study. Also, some contaminant odors are noticeable even when present in extremely small amounts. It is usually very expensive and often impossible to identify, much less remove, the odor-producing substance if found in small concentrations. Standards related to odor and taste include: Chloride, Copper, Foaming Agents, Iron, Manganese, pH, Sulfate, Threshold Odor Number (TON), Total Dissolved Solids (TDS), and Zinc.

- *Color* may be indicative of dissolved organic material, inadequate treatment, high disinfectant demand and the potential for the production of excess amounts of DBPs. Inorganic contaminants such as metals are also common causes of color. In general, the point of consumer complaint is variable over a range from 5 to 30 color units, though most people find color objectionable over 15 color units. Rapid changes in color levels may provoke more citizen complaints than a relatively high and constant color level. Standards related to color include: Aluminum, Color, Copper, Foaming Agents, Iron, Manganese, and TDS.
- *Foaming* is usually caused by detergents and similar substances when water has been agitated or aerated as in many faucets. An off-taste described as oily, fishy, or perfume-like is commonly associated with foaming. However, these tastes and odors may be due to the breakdown of waste products rather than the detergents themselves. Standards related to foaming include Foaming Agents.

Cosmetic Effects

Cosmetic objectives address effects that do not damage the body, but typically produce undesirable visual effects, such as skin and tooth discoloration.

- *Skin discoloration* is a cosmetic effect related to silver ingestion. This effect, called argyria, does not impair body function, and has never been found to be caused by drinking water in the United States. A standard has been set; however, because silver is used as an antibacterial agent in many home water treatment devices, and so presents a potential problem which deserves attention. Skin discoloration is related to the ingestion of silver in levels above the non-enforceable SMCL of 0.10 mg/L.
- *Tooth discoloration and/or pitting* is caused by excess fluoride exposures during the formative period prior to eruption of teeth in children. Fluoride has the unique distinction of having an adverse health impact at high concentrations and a health benefit at low concentrations. High concentrations of fluoride cause fluorosis (mottling of teeth) and bone disease. The SMCL for fluoride is 2.0 mg/L, and the MCL is 4.0 mg/L. Above 2.0 mg/L,

fluorosis becomes more prominent. Low fluoride concentrations help prevent tooth decay. In 2015, the U.S. Department of Health and Human Services released the Public Health Service recommendation, updating the optimum concentration for fluoride in water from the old range of 0.7 to 1.2 mg/L, to a single value of 0.7 mg/L. At the same time, USEPA announced that it intends to consider tightening the MCL for fluoride.

Technical Effects

Adverse technical effects can cause damage to downstream water equipment processes and can sometimes reduce the effectiveness of treatment for other contaminants. In addition, damage can be caused within the distribution system components and fixtures within homes. These adverse technical effects include corrosivity and scaling.

By-products formed by corrosion of piping and plumbing have health, aesthetic, and economic implications. The SMCL for corrosivity is non-corrosive water. Additionally, the lead and copper rule requires utilities to distribute "non-corrosive" water. Corrosion control strategies may include 1) modifying the water quality so that it is less corrosive to the pipe material, 2) placing a protective barrier between the water and the pipe, and 3) use of pipe materials that do not corrode when in contact with water. Adjusting the alkalinity and pH is considered a passive mechanism to control corrosion by inducing the formation of less soluble compounds such as carbonates and phosphates to adhere to the pipe wall in the distribution system to minimize corrosion.

Copper can impact color and adversely affects the aesthetic quality of the finished water but is also a technical concern relating closely to the corrosivity of finished water. Corrosive water which remains in contact with copper plumbing or fixtures can result in water with an elevated copper concentration. Copper is not harmful below the SMCL of 1.0 mg/L.

The measure of the activity of hydrogen ions present in water is termed pH. The pH of the source water directly or indirectly impacts the effectiveness of many processes in water treatment including: 1) corrosion control, 2) softening, 3) membrane treatment and 4) chlorine disinfection, to name a few. The pH of water also has an impact of DBP formation.

Public water systems using the lime softening treatment process typically distribute water with a pH ranging from 8.7 to 9.2. Although this pH is greater than the pH range recommended by the Secondary Drinking Water Standards, the elevated pH is needed to position the post-softening carbonate system (also indicated by the forms of alkalinity in water) at a higher buffer intensity than would be achieved if the pH was closer to 8.3, where the water has little buffer intensity. The elevated pH keeps the water stable and resists the potential for pH depression by various reactions in the distribution system.

The EPA's SDWS are summarized in **Table A-1**.

Table A-1: Secondary Maximum Contaminant Limits

Contaminant	SDWS	Noticeable Effect Above SDWS
Aluminum	0.05 to 0.2 mg/L	Colored water
Chloride	250 mg/L	Salty taste
Color	15 color units	Visible tint
Copper	1.0 mg/L	Metallic taste; blue-green staining
Corrosivity	Non-corrosive	Metallic taste; corroded pipes/fixtures staining
Fluoride	2.0 mg/L	Tooth discoloration
Foaming Agents	0.5 mg/L	Frothy, cloudy; bitter taste; odor
Iron	0.3 mg/L	Rusty color; sediment; metallic taste; reddish staining
Manganese	0.05 mg/L	Back to brown color; black staining; bitter metallic taste
Odor	3 TON	Rotten-egg, musty or chemical smell
pH	6.5 – 8.5 SU	Low pH: bitter metallic taste; corrosion High pH: slippery feel; soda taste; deposits
Silver	0.1 mg/L	Skin discoloration; graying of the white part of the eye
Sulfate	250 mg/L	Salty taste
TDS	500 mg/L	Hardness; deposits; colored water; staining; salty tatse
Zinc	5 mg/L	Metallic taste

mg/L – Milligram per Liter; TON – Threshold Odor Number; SU – Standard Units

Other Water Quality Standards

There are other treatment objectives for finished water quality that are well documented. These additional objectives are not regulated but represent a reasonable approach for non-health threatening contaminants in potable water and primarily include hardness.

Hardness

Hardness in water does not have a regulatory limit; however, many utilities routinely include hardness removal as a treatment objective. Hardness in water originates predominantly from calcium and magnesium ions, but iron, manganese and strontium contribute. Total hardness is typically defined as the sum of the calcium and magnesium hardness expressed in milligrams per liter as CaCO3. Carbonate hardness is the portion of total hardness present associated with bicarbonate salts, while non-carbonate hardness is the portion of total hardness associated with non-carbonate salts. It should be noted that manganese levels are recommended by MDH as a health risk value and cannot be legally enforced. The hardness of water may be classified as soft (below 75 mg/L as CaCO3), moderate (75 to 150 mg/L as CaCO3), hard (150 to 300 mg/L as CaCO3), and very hard (above 300 mg/L as CaCO3. Although higher values of hardness are not dangerous, public acceptance typically favors a water supply below 150 mg/L as CaCO3. Hard water tends to leave scale in water heaters and precipitate on plumbing fixtures upon evaporation.

Potential Future Regulations

The Stage 2 D/DBPR and other drinking water regulations continue to focus on DBPs and microbial contaminants, and it is likely that future versions of these rules will result in increasingly stringent regulations. A major challenge for surface water systems is the concern that efforts to reduce the health risks presumed by DBPs could lead to increased health risks from microbiological contaminants, or conversely, that the increased concern over meeting the treatment technique requirements for the removal and/or inactivation of Giardia, viruses, Cryptosporidium, and other microbes could lead to increased health risks associated with DBPs. Microbial benchmarking will help balance actual health risks associated with microbial contaminants and perceived health risks associated with DBPs. If regulatory history is a precedent, ground water systems will also be included in any new DBP rule.

Distribution System Rule

There have been discussions about implementation of a distribution system regulation in the future. The Distribution System Rule is intended to help maintain treated water quality as water is transported from the treatment facility to the tap. This regulation is in early development, and the issues of concern were published in white papers on the topics of water quality decay, biofilms, cross connections, buried infrastructure, finished water storage, ground water intrusion, leaching, nitrification, and water mains. The main issues of concern are if the water is not stabilized properly for corrosion control prior to entering the distribution system or if the disinfection residual concentrations are too low in areas of the distribution system.

Emerging Contaminants

Emerging contaminants such as EDCs, personal care products (PCPs), and pharmaceutically active compounds (PhACs) are becoming increasingly important with respect to drinking water treatment, as all three (3) groups of compounds are being monitored and researched with respect to public health impacts. EDCs are chemicals, predominately manmade, that interfere with normal hormone functions in living organisms. Known EDCs include pesticides, dioxins, polychlorinated biphenyls (PCBs), and heavy metals. PCPs and PhACs include shampoos, pheromones, fragrances, herbal substances, over the counter medicines, and prescription medications. In response to a congressional mandate, the USEPA has developed the Endocrine Disruptor Screening Program to help identify endocrine disruptors from the estimated 87,000 chemicals used today. To a lesser extent, PCPs and PhACs are also under review by USEPA. It is possible that any number of these compounds may become regulated or added to the CCL within the planning horizon for this document.

Appendix B: Detailed Well No. 4 Water Quality Results

Data was collected in December 2024, except for Combined radium which was measured again in January 2025 due to a sampling error on the first sample event (**Table B-1**).

Table B-1 Well 4 Water Quality Data

Parameter	Measured Value	Unit
Bromide	0.059	mg/L
Sulfate	31	mg/L
Chloride	110	mg/L
Perchlorate	0.00069	mg/L
Sodium	38	mg/L
Silica	22	mg/L
Potassium	2.5	mg/L
Magnesium	36	mg/L
Iron	0.015	mg/L
Calcium	110	mg/L
Silica, Dissolved	22	mg/L
Iron, Dissolved	<0.010	mg/L
Aluminum	<0.020	mg/L
Arsenic	0.0010	mg/L
Barium	0.075	mg/L
Boron	0.024	mg/L
Cadmium	<0.00050	mg/L
Chromium	0.0030	mg/L
Copper	0.0039	mg/L
Manganese	0.012	mg/L
Nickel	<0.0050	mg/L
Strontium	0.140	mg/L
Zinc	<0.0050	mg/L
Manganese, Dissolved	0.012	mg/L
Total Hardness as CaCO3	420	mg/L
Calcium Hardness as CaCO3	270	mg/L
Magnesium Hardness as CaCO3	150	mg/L
pH	7.3	SU
Turbidity	0.15	NTU
Ammonia	<0.030	mg/L
Nitrite as N (EPA 353.2)	<0.010	mg/L
Nitrate as N (SM Nitrate)	2.8	mg/L
Alkalinity, Total (As CaCO3)	290	mg/L
Bicarbonate Alk. as CaCO3	290	mg/L
Carbonate Alkalinity as CaCO3	5.9	mg/L
Total Dissolved Solids	580	mg/L
Total Suspended Solids	<10	mg/L
Temperature	20	Celsius
Fluoride	1.1	mg/L
Phosphate, ortho	0.38	mg/L
Orthophosphate as PO4	0.12	mg/L
Total Organic Carbon	0.623	mg/L
Dissolved Organic Carbon	0.640	mg/L
Gross Alpha	1.92	pCi/L
Combined Radium 226/228	0.420	pCi/L
1,1,1,2-Tetrachloroethane	<0.00050	mg/L
1,1,1-Trichloroethane	<0.00050	mg/L
1,1,2,2-Tetrachloroethane	<0.00050	mg/L
1,1,2-Trichloroethane	<0.00050	mg/L
1,1-Dichloroethane	<0.00050	mg/L
1,1-Dichloroethene	<0.00050	mg/L
1,1-Dichloropropane	<0.00050	mg/L
1,2,3-Trichlorobenzene	<0.00050	mg/L
1,2,3-Trichloropropane	<0.00050	mg/L
1,2,4-Trichlorobenzene	<0.00050	mg/L
1,2,4-Trimethylbenzene	<0.00050	mg/L
1,2-Dibromo-3-Chloropropane	<0.00020	mg/L
1,2-Dibromoethane (EDB)	<0.00020	mg/L
1,2-Dichlorobenzene	<0.00050	mg/L
1,2-Dichloroethane	<0.00050	mg/L
1,2-Dichloropropane	<0.00025	mg/L
o-Xylene	<0.00050	mg/L
m-Xylene & p Xylene	<0.00050	mg/L
1,3,5-Trimethylbenzene	<0.00050	mg/L
1,3-Dichlorobenzene	<0.00050	mg/L
1,3-Dichloropropane	<0.00050	mg/L

Parameter	Measured Value	Unit
1,4-Dichlorobenzene	<0.00050	mg/L
2,2-Dichloropropane	<0.00050	mg/L
2-Chlorotoluene	<0.00050	mg/L
4-Chlorotoluene	<0.00050	mg/L
Benzene	<0.00050	mg/L
4-Isopropyltoluene	<0.00050	mg/L
Bromobenzene	<0.00050	mg/L
Bromochloromethane	<0.00050	mg/L
Bromodichloromethane	<0.00050	mg/L
Bromoform	<0.00050	mg/L
Bromomethane	<0.00050	mg/L
Carbon tetrachloride	<0.00050	mg/L
Chloroethane	<0.00050	mg/L
Chlorobenzene	<0.00050	mg/L
Chloromethane	<0.00050	mg/L
Dichlorodifluoromethane	<0.00050	mg/L
Dichloromethane	<0.00050	mg/L
Dibromochloromethane	<0.00050	mg/L
Ethylbenzene	<0.00050	mg/L
Hexachlorobutadiene	<0.00025	mg/L
Isopropylbenzene	<0.00025	mg/L
Naphthalene	<0.00050	mg/L
Methyl-tert-butyl Ether (MTBE)	<0.00050	mg/L
Styrene	<0.00050	mg/L
Tetrachloroethene	<0.00050	mg/L
Toluene	<0.00050	mg/L
Trichloroethylene	<0.00050	mg/L
Trichlorofluoromethane	<0.00050	mg/L
Vinyl chloride	<0.00020	mg/L
tert-Butylbenzene	<0.00050	mg/L
cis-1,2-Dichloroethylene	<0.00050	mg/L
cis-1,3-Dichloropropylene	<0.00050	mg/L
n-Butylbenzene	<0.00050	mg/L
N-Propylbenzene	<0.00050	mg/L
sec-Butylbenzene	<0.00050	mg/L
trans-1,2-Dichloroethylene	<0.00050	mg/L
trans-1,3-Dichloropropylene	<0.00050	mg/L

Parameter	Measured Value	Unit
Xylenes, Total	<0.00050	mg/L
Alachlor	<0.000099	mg/L
Atrazine	<0.000099	mg/L
Benzo[a]pyrene	<0.000020	mg/L
Di(2-ethylhexyl)adipate	<0.00059	mg/L
Di(2-ethylhexyl)phthalate	<0.000590	mg/L
gamma-BHC (Lindane)	<0.000020	mg/L
Heptachlor epoxide	<0.0000099	mg/L
Methoxychlor	<0.000099	mg/L
Simazine	<0.000069	mg/L
Endothall	<0.005	mg/L
1,2-Dibromoethane (EDB)	<0.000010	mg/L
1,2-Dibromo-3-Chloropropane	<0.000010	mg/L
Chlordane	<0.0001	mg/L
PCB-1016	<0.000080	mg/L
PCB-1221	<0.00010	mg/L
PCB-1232	<0.00010	mg/L
PCB-1242	<0.00010	mg/L
PCB-1248	<0.00010	mg/L
PCB-1254	<0.00010	mg/L
PCB-1260	<0.00010	mg/L
Polychlorinated biphenyls	<0.00010	mg/L
Total PCBs as DCB	<0.00010	mg/L
Toxaphene	<0.00050	mg/L
2,4,5-TP (silvex)	<0.00010	mg/L
2,4-D	<0.00010	mg/L
Dalapon	<0.0010	mg/L
Dinoseb	<0.00020	mg/L
Pentachlorophenol	<0.000040	mg/L
Picloram	<0.00010	mg/L
Aldicarb sulfone	<0.00070	mg/L
Aldicarb sulfoxide	<0.00050	mg/L
Carbofuran	<0.00090	mg/L
Oxamyl	<0.0010	mg/L
AMPA	<0.0060	mg/L
Diquat	<0.00040	mg/L
2,3,7,8-TCDD	<0.0039	mg/L

Appendix C: Preliminary Design Documents

TYPICAL INSTRUMENT CODES / LETTER COMBINATIONS

INITIAL LETTER	MEASURED OR INITIATING VARIABLE	SWITCH					ALARMS					SENSOR / TRANSMITTER			LOCAL
		HIGH HIGH	HIGH	LOW	LOW LOW	DIFF.	HIGH HIGH	HIGH	LOW	LOW LOW	DIFF.	ELEMENT	INDICATING	BLIND	READOUT
A	ANALYSIS		ASH									AE	AIT	AT	
F	FLOW		FSH									FE	FIT	FT	FI
I	CURRENT		ISH												
L	LEVEL	LSHH	LSH	LSL	LSLL		LAHH	LAH	LAL	LALL		LE	LIT	LT	LI
M	MOISTURE					PDSH		MAH				ME	MIT	MT	
P	PRESSURE		PSH			TDSH		PAH	PAL		PDAL	PE	PIT	PT	PI
T	TEMPERATURE	TSHH	TSH					TAH	TAL		TDAL	TE	TIT	TT	TI
W	WEIGHT/TORQUE	WSHH	WSH	WSL	WSLL		WAHH	WAH	WAL			WE	WIT	WT	WI

VALVE/GATE LEGEND

MARK	DESCRIPTION
	AIR RELEASE
	AIR VACUUM / RELEASE
	GENERIC
	GATE
	BUTTERFLY
	PLUG
	PINCH
	BALL
	BALL V-NOTCH THROTTLING
	KNIFE GATE
	MUD
	NEEDLE
	DIAPHRAGM
	GENERIC N.C.
	GATE N.C.
	BUTTERFLY N.C.
	PLUG N.C.
	PINCH N.C.
	BALL N.C.
	KNIFE GATE N.C.
	NEEDLE N.C.
	DIAPHRAGM N.C.
	CHECK
	SURGE ANTICIPATOR
	PRESSURE REDUCING
	PRESSURE SUSTAINING / FLOW CONTROL VALVE
	3-WAY
	4-WAY
	ANGLE
	RUPTURE DISK - PRESSURE
	REDUCED PRESSURE ZONE / BACKFLOW PREVENTER
	GATE (GENERIC)
	STOP PLATE
	WEIR GATE (MANUAL AND ACTUATED)
	SLUICE GATE (MANUAL AND ACTUATED)
	DIVERTER GATE
	STRAINER
	BASKET STRAINER
	CAP
	QUICK CONNECT/ADAPTER
	AUTO FEED VALVE

VALVE ACTUATOR LEGEND

MARK	DESCRIPTION
	DIAPHRAGM
M	ROTARY MOTOR
E	ELECTRIC
P	PNEUMATIC
H	HYDRAULIC
S	SOLENOID
	HAND
HW	HAND WHEEL
CW	CHAIN WHEEL
FS	FLOOR STAND
FB	FLOOR BOX
	WEIGHTED PRESSURE RELIEF
P	PILOT RELIEF

PUMP LEGEND

MARK	DESCRIPTION
	GENERIC
MP	CHEMICAL FEED / METERING PUMP
	PROGRESSIVE CAVITY
VT	VERTICAL TURBINE - IN BASIN
VT	VERTICAL TURBINE - IN CAN
VT	VERTICAL TURBINE - IN BASIN (TOP)
VT	VERTICAL TURBINE - IN CAN (TOP
WP M	SUBMERSIBLE WELL PUMP

BLOWER LEGEND

MARK	DESCRIPTION
	ROOTS BLOWER
	BLOWER - GENERIC

EQUIPMENT LEGEND

MARK	DESCRIPTION
M	MOTOR - PUMPS/BLOWERS
	AERATOR
	MIXER
	POLYMER INLINE MIXER
	CALIBRATION COLUMN / FLOW INDICATOR
PD	PULSATION DAMPENER
	AERATION DIFFUSERS
	JET MIXING HEADER
	EJECTOR
	EDUCTOR
	CHEMICAL STORAGE TANK
	DESSICANT DRYER
	FLOW STRAIGHTENING
	HYDRANT
	SEDIMENT TRAPPER FILTER
F	AIR FILTER
R	PRESSURE REGULATOR

INSTRUMENT LEGEND

MARK	DESCRIPTION
	FLOW METER - MAGNETIC
	FLOW METER - TURBINE OR PROPELLER
	FLOW METER - POSITIVE DISPLACEMENT
	FLOW METER - CORIOLLIS
	FLOW METER - SONIC OR ULTRASONIC
	FLOW TUBE
	ORIFICE PLATE
	OPEN CHANNEL WEIR PLATE
	OPEN CHANNEL FLUME
	THERMAL DISPERSION FLOW ELEMENT
	ULTRASONIC LEVEL SENSOR
	RADAR LEVEL SENSOR
	DIAPHRAGM SEAL

GENERAL NOTES

1. THE SYMBOLIZATION AND NOMENCLATURE USED ON THESE P&ID DRAWINGS ARE BASED ON ISA STANDARDS AND INDUSTRY CONVENTIONS. SOME MODIFICATIONS AND ADDITIONS HAVE BEEN MADE FOR CLARIFICATIONS AND OMISSIONS IN STANDARDS.
2. THE SYMBOLIZATION AND NOMENCLATURE SHOWN HERE APPLIES TO P&ID DRAWINGS ONLY. ADDITIONAL LEGENDS MAY BE USED ON OTHER DRAWINGS.
3. SOME SYMBOLS MAY NOT BE SHOWN ON THIS LEGEND, NOT ALL SYMBOLS SHOWN MAY NECESSARILY BE USED ON THESE DRAWINGS.

GENERAL INSTRUMENT OR FUNCTION SYMBOLS LEGEND

	FIELD MOUNTED	PRIMARY LOCATION ACCESSIBLE
DISCRETE INSTRUMENTS	○	⊖

HAND SWITCH ABBREVIATIONS

MARK	DESCRIPTION
ESP	EMERGENCY STOP
FOR	FORWARD OFF REVERSE
HOA	HAND OFF AUTO
HOR	HAND OFF REMOTE
HORN	ALARM HORN
L/R	LOCAL REMOTE
LOR	LOCAL OFF REMOTE
LSR	LOCAL STOP REMOTE
O/C	OPEN CLOSE
OCA	OPEN CLOSE AUTO
OCR	OPEN CLOSE REMOTE
OSC	OPEN STOP CLOSE
COAO	CLOSE OFF AUTO OPEN
OA	OPEN AUTO
POT	POTENTIOMETER
RST	RESET
SS	START STOP
STR	START
WDA	WET DRY AUTO

PROCESS EQUIPMENT LINETYPE / COLOR LEGEND

EXISTING	PROPOSED	FUTURE	DESCRIPTION
			PROCESS PIPING / FLOW
			CHEMICAL PIPING
			PIPE FITTING
			EQUIPMENT
			VALVES
			SENSORS
			INSTRUMENT
			PLANT AIR

POWER AND COMMUNICATION CABLE LINETYPE / COLOR LEGEND

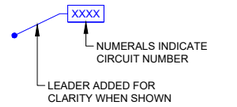
EXISTING	PROPOSED	FUTURE	DESCRIPTION
			SIGNAL - ELECTRIC
24VDC	24VDC	24VDC	24VDC POWER
120VAC	120VAC	120VAC	120VAC POWER
208VAC	208VAC	208VAC	208VAC POWER
240VAC	240VAC	240VAC	240VAC POWER
480VAC	480VAC	480VAC	480VAC POWER
			SCADA NETWORK (FIBER)
E/IP	E/IP	E/IP	SCADA NETWORK (ETHERNET/IP)
M/TCP	M/TCP	M/TCP	SCADA NETWORK (MODBUS/TCP)
DNET	DNET	DNET	SCADA NETWORK (DEVICENET)

ANNOTATION LEGEND

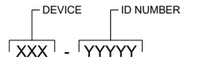
MARK	DESCRIPTION
	EQUIPMENT TAG
	ON/OFF PAGE CONNECTOR 1-WAY
	BREAK
	PROCESS FLOW DIRECTION
	HART TOTALIZER
IS	ANALOG INPUT / INTRINSICALLY SAFE ANALOG INPUT
	ANALOG OUTPUT
IS	DIGITAL INPUT / INTRINSICALLY SAFE DIGITAL INPUT
	DIGITAL OUTPUT
PSR	PUMP SUPERVISORY RELAY
HIM	HARDWARE INTERFACE MODULE
HMI	HUMAN MACHINE INTERFACE
I	INTERLOCK
	PIPE JUMP
LP	LEAK PROBE

CIRCUIT DESIGNATOR

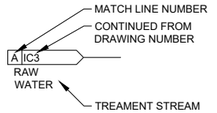
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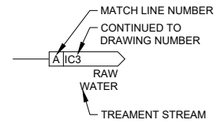


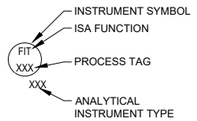
EQUIPMENT DESIGNATOR

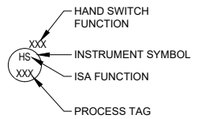


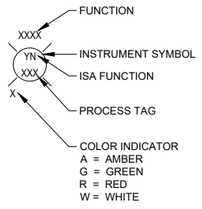
BFV1-02455 SAMPLE EQUIPMENT TAG











AE2S

Certification of Individual Project Design Disciplines Are Included On Their Individual Drawings, Respectively

Advanced Engineering and Environmental Services, LLC NOT FOR CONSTRUCTION PRELIMINARY

STATUS: PRELIMINARY - NOT FOR CONSTRUCTION

APPR | DATE | SYM

PROJECT TITLE:
SOUTH ST. PAUL PFAS FESABILITY STUDY
Advanced Engineering and Environmental Services, LLC www.ae2s.com

SHEET TITLE:
INSTRUMENT SYMBOLS AND ABBEVIATIONS

CLIENT:
CITY OF SOUTH ST. PAUL
SOUTH ST. PAUL, MINNESOTA

PREPARED BY: SGR
CHECKED BY: IBV
APPROVED BY: BJJ

PROJECT NO: 05491-2024-002
DATE: DECEMBER 2025
ALT. PROJECT NO: XXX-XXXX

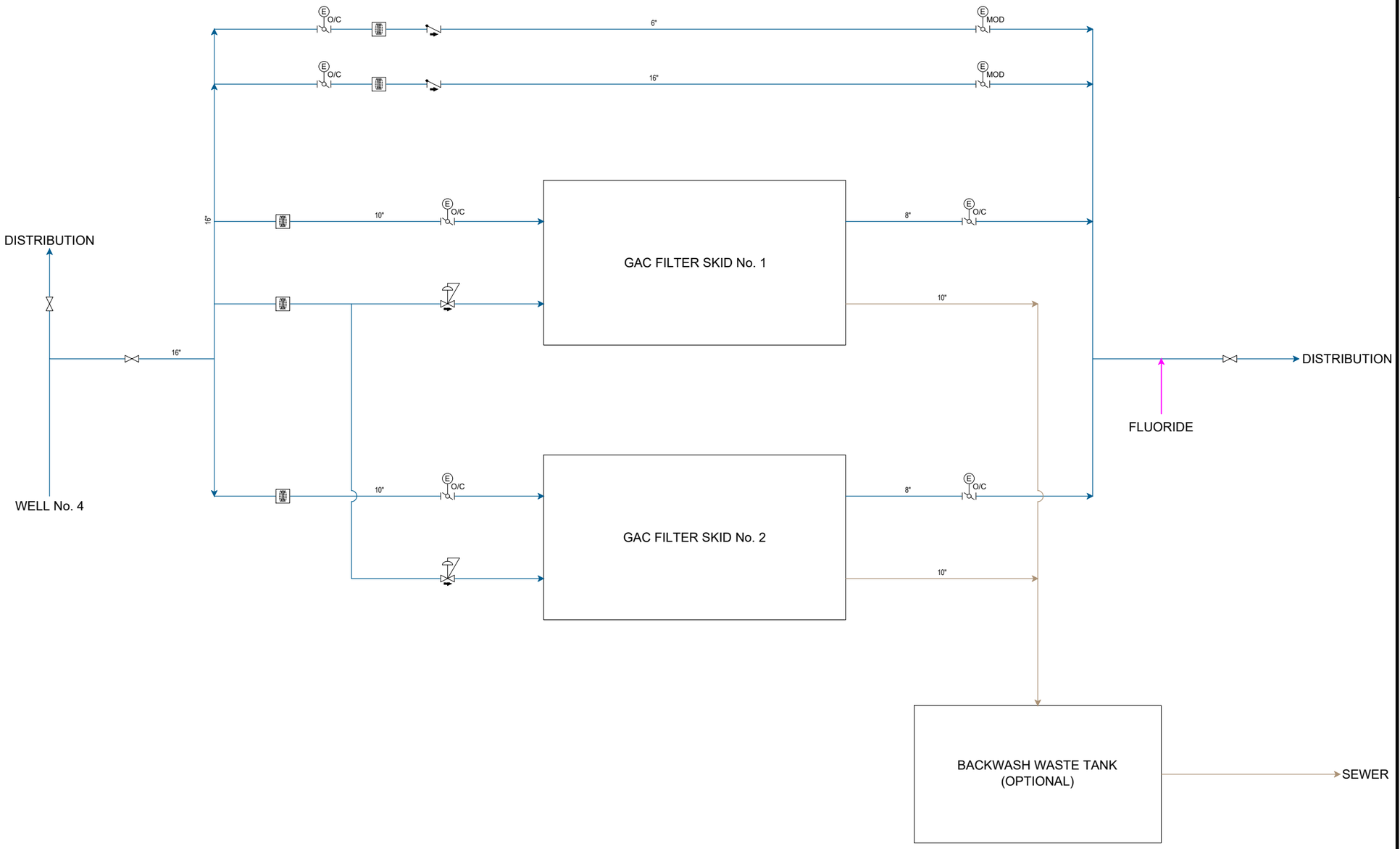
SHEET DESIGNATOR: GEN

SHEET NO: P001

Plotted By: Shelby Reynolds Date: Friday, December 12, 2025

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1 P002 **PROCESS FLOW DIAGRAM**
SCALE: NONE

Certification of Individual Project Design Disciplines Are Included On Their Individual Drawings, Respectively

Advanced Engineering and Environmental Services, LLC PRELIMINARY NOT FOR CONSTRUCTION

STATUS: **PRELIMINARY - NOT FOR CONSTRUCTION**

SYM	DATE	APPR

PROJECT TITLE: **SOUTH ST. PAUL PFAS FESABILITY STUDY**

SHEET TITLE: **PROCESS FLOW DIAGRAM - GAC**

CLIENT: **CITY OF SOUTH ST. PAUL**
SOUTH ST. PAUL, MINNESOTA

PREPARED BY: SGR
CHECKED BY: IBV
APPROVED BY: BJJ

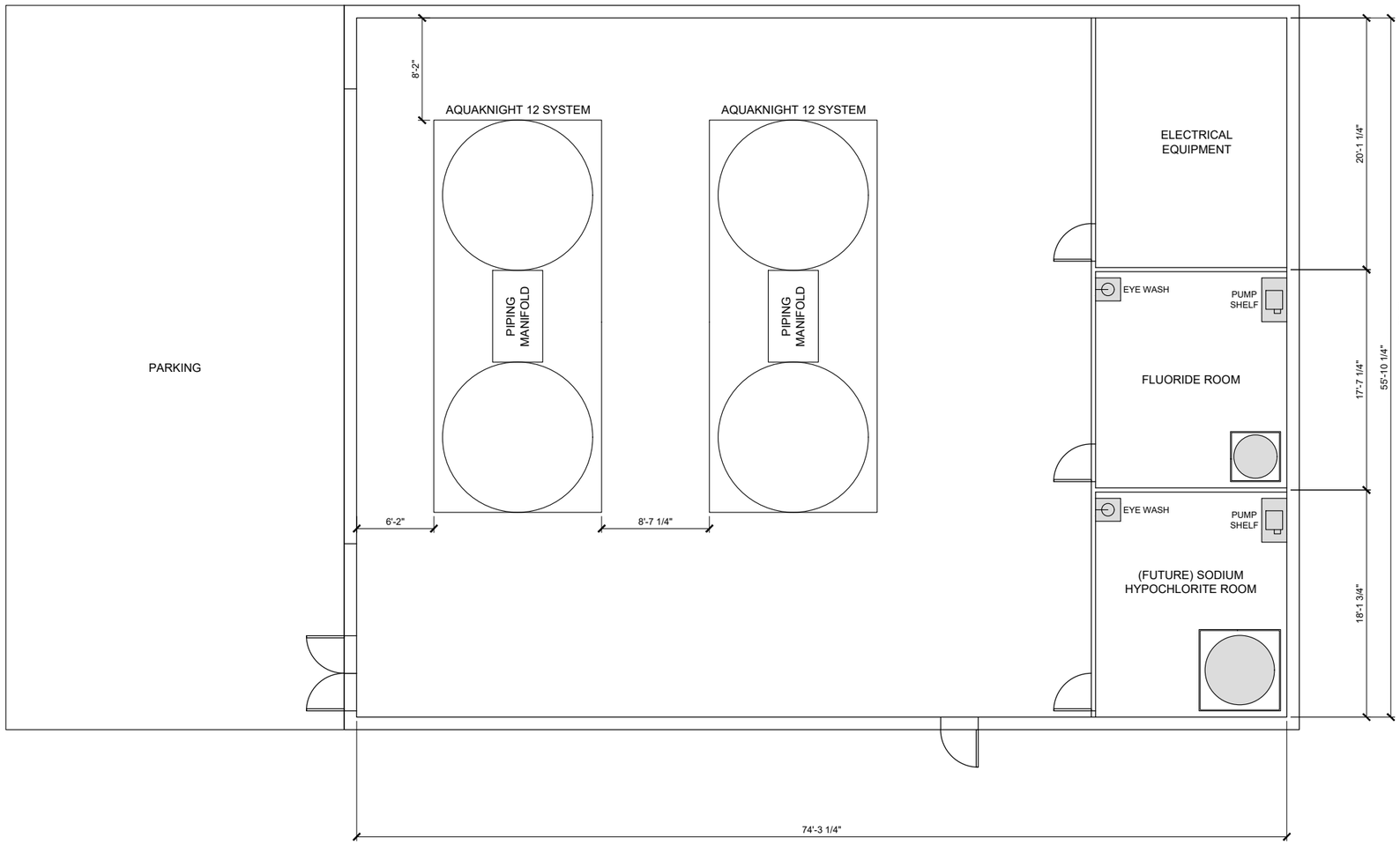
PROJECT NO: 05491-2024-002
DATE: DECEMBER 2025
ALT. PROJECT NO: XXX-XXXX

SHEET DESIGNATOR: **GEN**

SHEET NO: **P002**

Advanced Engineering and Environmental Services, LLC www.ae2s.com

Plotted By: Shelby Reynolds Date: Friday, December 12, 2025



1 P101 **ALTERNATIVE No. 1 LAYOUT**

0 2' 4' 6' 8' 10' 12' 14'

NORTH

Certification of Individual Project Design Disciplines Are Included On Their Individual Drawings, Respectively

Advanced Engineering and Environmental Services, LLC PRELIMINARY NOT FOR CONSTRUCTION

STATUS: **PRELIMINARY - NOT FOR CONSTRUCTION**

SYM	DATE	APPR

SOUTH ST. PAUL PFAS FESABILITY STUDY

PROJECT TITLE:

Advanced Engineering and Environmental Services, LLC www.ae2s.com

SHEET TITLE: **PRELIMINARY ALTERNATIVE No. 1 LAYOUT**

CLIENT: **CITY OF SOUTH ST. PAUL**, SOUTH ST. PAUL, MINNESOTA

PREPARED BY: SGR
CHECKED BY: IBV
APPROVED BY: BJJ

PROJECT NO: 05491-2024-002
DATE: DECEMBER 2025
ALT. PROJECT NO: XXX-XXXX

SHEET DESIGNATOR: **WTP**

SHEET NO: **P101**

File: \\ae2s.com\masun\projects\SSouth Saint Paul\05491-2024-002\CAD Dwg\04-Process\Autocad\Plan Sheets\P_Preliminary Alt 1 Layout.dwg

Plotted By: Shelby Reynolds Date: Friday, December 12, 2025

CITY COUNCIL AGENDA REPORT

DATE: February 17, 2026
DEPARTMENT: City Administrator
PREPARED BY: Ryan Garcia, Brian Wicke, Kori Land
AGENDA ITEM NUMBER: 11.D.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Federal Immigration Enforcement Activity Response

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Following Discussion, Council members are asked to consider Resolutions 2026 - 29 and 2026 - 30.

OVERVIEW
Throughout 2026, the impacts of "Operation Metro Surge" have motivated community members to seek dialogue and action from the City Council in response to the sustained and aggressive approach to the enforcement of Federal immigration laws by the Department of Homeland Security throughout the Twin Cities, including within South St. Paul. Community members have voiced frustration about and rejection of the tactics employed by Federal Agents in our region, have shared how these tactics have impacted their lives and livelihoods, and have advocated for the City Council to take actions that they believe would demonstrate alliance with and support of impacted community members, family, friends, and loved ones. While we have maintained a dedicated page on our website to provide resources and fact-based statements to clarify the City's role (or lack thereof) in federal immigration enforcement, Community and Council member comments at recent meetings have indicated a desire for additional conversation and for Council to clarify its commitment to community health, safety and welfare as it continues to be impacted by Operation Metro Surge.

A Special City Council Worksession on February 12 was convened to reinforce that the City's fundamental commitment to our organization's core values and to the safety, well-being and prosperity of all members of our community is unwavering. Several community members attended to implore that the Council more clearly and assertively articulate that commitment in words and actions. Councilmembers heard from community members, and shared their thoughts and desires for continued discussion and consideration of City actions at a future Council meeting. Presented for consideration at the February 17 meeting are two actions:

- Resolution 2026 - 29: *Affirming South St. Paul's Commitment to Equal and Just Treatment Regarding Public Health, Safety and Wellbeing and City Operations as Related to Federal Immigration Enforcement Activity*. A growing number of Minnesota communities have communicated their concerns and acknowledgment of the negative

impacts of Operation Metro Surge through the passage of Resolutions, Proclamations, and direct correspondence to State and Federal government officials. This approach can help to raise awareness at higher levels of government of the City's concerns and reinforce the City Council's position in the eyes of the public. Direct correspondence (a letter) to Representative Craig and Senators Klobuchar and Smith (and potentially others such as the DHS Secretary, President, etc.) demanding that they take action to prevent the too-often damaging activities and posture displayed during Operation Metro Surge would send a clear message to the people who represent the community in Washington D.C. and are in the best position and have the power to actually do something about Operation Metro Surge and its impacts on our community. Staff is confident that we understand the Council's consensus on the spirit of a potential resolution: that fundamentally we are committed to a higher level of public service and public safety than our community and state have experienced, witnessed, and documented in the course of federal actions undertaken throughout Operation Metro Surge. Resolution 2026 - 29 attempts to capture that spirit, but is open for discussion and modification if that is the Council's pleasure.

- Resolution 2026 - 30: *Appropriating Funds to Support Neighbors, Inc. Community Food Shelf Operations.* In staff's opinion, there is a reasonable nexus between the City's duty to preserve and protect the overall health, safety, and welfare of the public and the support of programs such as Neighbors, Inc.'s food shelf. An argument can be made that, short of City intervention, harm could come upon the public at large if residents are left hungry. State Statute specifically provides that a City Council may donate monies from its general fund or other unrestricted funds for the purpose of supporting "nonprofit organizations operating community food shelves that provide food to the needy without charge." A cash donation to Neighbors, Inc. likely carries minimal administrative burden and financial risk to the City. As such, Staff has prepared Resolution 2026 - 30 which would commit to Council appropriation of funds from the 2026 Budget in order to provide a certain level of financial support as a grant to Neighbors, Inc. to support the operation of the food shelf. If Council's consensus is to approve Resolution 2026 - 30, a dollar amount should be discussed and directed to staff. For reference, West St. Paul has chosen to allocate $10,000 total to four different nonprofits to combat food insecurity in their community.

SOURCE OF FUNDS
General Fund

ATTACHMENTS
1. Resolution 2026 - 29
2. 2026-029, Spanish Version, SSP Commitment to Equal and Just Treatment
3. Resolution 2026-30
4. 2026-030, Spanish Version Appropriation of Funds Neighbors, Inc. Food Shelf Operations

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026 - 29

AFFIRMING SOUTH ST. PAUL'S COMMITMENT TO EQUAL AND JUST TREATMENT REGARDING PUBLIC HEALTH, SAFETY AND WELLBEING AND CITY OPERATIONS AS RELATED TO FEDERAL IMMIGRATION ENFORCEMENT ACTIVITY

WHEREAS, one of the fundamental pillars underlying public service within the City of South St. Paul is a commitment to ensuring the health, safety and well-being of all people who live, work, and recreate in the City. Yet, the increased level of federal immigration enforcement carried out during Operation Metro Surge have contributed to an acute sense of fear, anxiety, uncertainty and distrust felt by City residents and our business community, threatening the stability of this foundation; and

WHEREAS, the City Council believes that community safety and trust are strengthened when law enforcement is visible, accessible, accountable, and trusted; when law enforcement professionals maintain calm and demonstrate care in their interactions with community members; and when law enforcement professionals exercise sound judgment and commit to de-escalating situations to reduce tension and prevent harm; and

WHEREAS, the City has the authority and duty to control its operations in accordance with the City Charter and State Statutes, including the activities of City employees; the use of City property; the protection of City data in accordance with the Minnesota Government Data Practices Act and other applicable laws; the administration of City contracts; and the allocation of City resources. The City must also comply with applicable law, including valid judicial warrants and court orders; and

WHEREAS, the City Council and City Staff proudly and humbly stand with South St. Paul residents, faith leaders, educators, businesses, and the countless community members who are acting every day to respond to these federal actions with courage and compassion. South St. Paul is committed to being a community where everyone feels safe and welcomed, regardless of immigration status.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SOUTH ST. PAUL, MINNESOTA, AS FOLLOWS:

1. The City Council unequivocally condemns and denounces any unconstitutional actions taking place in South St. Paul, Minnesota, and across the nation regarding civil immigration enforcement.

2. The City does not engage in civil immigration enforcement.

3. The City will ensure that its public buildings and public spaces will be used for a public purpose with proper permits, if required.

4. The City has not historically, does not currently, and will not support civil immigration enforcement by providing access to nonpublic spaces in a city building without a judicial warrant or other legal authority.

5. The City has not historically, does not currently, and will not share nonpublic data for the purposes of immigration enforcement without a judicial warrant or other legal authority.

6. The City will continue to provide community resources and information regarding support services, standing alongside all those who are negatively impacted by immigration enforcement within our community.

7. The City stands with all families and their right to feel safe in their homes, businesses and freedom to travel without fear of intimidation and unconstitutional detainment.

8. We are committed to working with trusted community partners, neighboring cities, the school districts and others to provide resources for housing support, food, and other programs and services to offer as many resources as possible for those feeling heightened stress and anxiety due to immigration enforcement activities in the community.

9. We are committed to maintaining the public trust in local law enforcement and rebuilding the public trust with federal law enforcement agencies.

10. The City Council urges all federal legislators to take action to require that civil immigration enforcement activities show the proper respect for human life, the Constitution and the public welfare of all human beings. We authorize the Mayor of South St. Paul to send a letter to the federal legislators who stand in a position of power and authority to take action against the immigration enforcement activities that are occurring in the State of Minnesota and around the country. This message will be seen and heard by those elected to sit in Washington D.C. on our behalf.

BE IT FURTHER RESOLVED that the City Council and City leadership will be vigilant in its commitment and support to providing a healthy and safe community for everyone that lives and breathes within the borders of South St. Paul.

Adopted this 17th day of February, 2026.

_____

City Clerk

Ciudad de South St. Paul
Condado de Dakota, Minnesota

RESOLUCIÓN Nº 2026 - 29

AFIRMANDO EL COMPROMISO DE SOUTH ST. PAUL CON UN TRATO IGUALITARIO Y JUSTO EN MATERIA DE SALUD PÚBLICA, SEGURIDAD Y BIENESTAR Y OPERACIONES MUNICIPALES EN RELACIÓN CON LA ACTIVIDAD FEDERAL DE APLICACIÓN DE LA LEY MIGRATORIA

CONSIDERANDO QUE, uno de los pilares fundamentales que sustentan el servicio público en la Ciudad de South St. Paul es el compromiso de garantizar la salud, la seguridad y el bienestar de todas las personas que viven, trabajan y se recrean en la Ciudad. Sin embargo, el aumento del nivel de aplicación federal de la ley migratoria llevado a cabo durante la Operación Metro Surge ha contribuido a un agudo sentimiento de miedo, ansiedad, incertidumbre y desconfianza entre los residentes de la Ciudad y nuestra comunidad empresarial, amenazando la estabilidad de esta fundación; y

CONSIDERANDO QUE, el Ayuntamiento considera que la seguridad y la confianza de la comunidad se fortalecen cuando las fuerzas del orden son visibles, accesibles, responsables y de confianza; cuando los profesionales de la ley mantienen la calma y demuestran cuidado en sus interacciones con los miembros de la comunidad; y cuando los profesionales de la ley ejercen buen juicio y se comprometen a desescalar las situaciones para reducir la tensión y prevenir daños; y

CONSIDERANDO QUE, la Ciudad tiene la autoridad y el deber de controlar sus operaciones de acuerdo con la Carta Municipal y los Estatutos Estatales, incluyendo las actividades de los empleados municipales; el uso de la propiedad municipal; la protección de los datos de la Ciudad conforme a la Ley de Prácticas de Datos del Gobierno de Minnesota y otras leyes aplicables; la administración de contratos municipales; y la asignación de recursos municipales. La Ciudad también debe cumplir con la legislación aplicable, incluyendo órdenes judiciales válidas y órdenes judiciales; y

CONSIDERANDO QUE, el Ayuntamiento y el personal de la Ciudad apoyan con orgullo y humildad a los residentes de South St. Paul, líderes religiosos, educadores, empresas y los innumerables miembros de la comunidad que actúan cada día para responder a estas acciones federales con valentía y compasión. South St. Paul está comprometido con ser una comunidad donde todos se sientan seguros y bienvenidos, independientemente de su estatus migratorio.

POR TANTO, QUE EL AYUNTAMIENTO DE LA CIUDAD DE SOUTH ST. PAUL, MINNESOTA, RESUELVA LO SIGUIENTE:

1. El Ayuntamiento condena y denuncia inequívocamente cualquier acción inconstitucional que tenga lugar en South St. Paul, Minnesota, y en todo el país en relación con la aplicación civil de la inmigración.

2. La Ciudad no participa en la aplicación civil de la inmigración.

3. La Ciudad se asegurará de que sus edificios y espacios públicos se utilicen para fines públicos con los permisos adecuados, si es necesario.

4. La Ciudad no ha apoyado históricamente, no lo ha hecho actualmente ni apoyará la aplicación de la ley migratoria mediante el acceso a espacios no públicos en un edificio municipal sin una orden judicial u otra autoridad legal.

5. La Ciudad no ha compartido históricamente, no lo hace actualmente ni compartirá datos no públicos para fines de aplicación de la ley migratoria sin una orden judicial u otra autoridad legal.

6. La Ciudad seguirá proporcionando recursos e información a la comunidad sobre los servicios de apoyo, apoyando a todos aquellos que se ven afectados negativamente por la aplicación de la ley migratoria en nuestra comunidad.

7. La Ciudad apoya a todas las familias y a su derecho a sentirse seguras en sus hogares, negocios y a la libertad de viajar sin miedo a intimidaciones ni detenciones inconstitucionales.

8. Estamos comprometidos a trabajar con socios comunitarios de confianza, Ciudades vecinas, distritos escolares y otros para proporcionar recursos de apoyo a la vivienda, alimentación y otros programas y servicios, con el fin de ofrecer la mayor cantidad posible de recursos a quienes sienten un aumento de estrés y ansiedad debido a las actividades de control migratorio en la comunidad.

9. Estamos comprometidos a mantener la confianza pública en las fuerzas del orden locales y a reconstruir la confianza pública con las agencias federales de aplicación de la ley.

10. El Ayuntamiento insta a todos los legisladores federales a tomar medidas para exigir que las actividades civiles de aplicación de la ley migratoria muestren el debido respeto por la vida humana, la Constitución y el bienestar público de todos los seres humanos. Autorizamos que esta resolución se envíe a los legisladores federales que fueron elegidos para actuar en nuestro nombre y que tienen el poder de realizar los cambios necesarios para garantizar que los compromisos de la Ciudad tal y como se enumeran en esta resolución puedan cumplirse.

SE RESUELVE ADEMÁS que el Ayuntamiento y la dirección de la Ciudad serán vigilantes en su compromiso y apoyo para proporcionar una comunidad sana y segura para todos los que viven y respiran dentro de los límites de South St. Paul.

Adoptado este día 17 de febrero de 2026.

Deanna Werner

Deanna Werner, Secretario municipal

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026 – 30

APPROPRIATING FUNDS TO SUPPORT NEIGHBORS, INC. COMMUNITY FOOD SHELF OPERATIONS

WHEREAS, the City of South St. Paul ("City"), has learned that members of its public, including families living or working in the City, currently face financial hardship as a result of immigration tactics being utilized by the federal Department of Homeland Security, and Immigration and Customs Enforcement ("ICE") agents; and

WHEREAS, Minn. Stat. § 465.039, provides cities authority to appropriate monies out of their general fund, or other unrestricted funds, to provide grants to nonprofit organizations operating community food shelves that provide food to the needy without charge; and

WHEREAS, the current financial hardship of many South St. Paul residents and other members of public have caused food insecurity; and

WHEREAS, the City Council of the City of South St. Paul finds that the transfer of $_____ from its general fund will help relieve some of this food insecurity; and

WHEREAS, at the Regular City Council Meeting on February 17, 2026 the City Council directed that the City Administrator make a grant deemed appropriate and necessary to relieve food insecurity within the City of South St. Paul.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of South St. Paul, Minnesota, that grants made by the City Administrator in accordance with the City Council directive of February 17, 2026 are approved.

Adopted by the City Council of the City of South St. Paul, Minnesota, this 17th day of February 2026.

_____
Deanna Werner, City Clerk

Ciudad de South St. Paul
Condado de Dakota, Minnesota

RESOLUCIÓN Nº 2026 – 30

ASIGNACIÓN DE FONDOS PARA APOYAR LAS OPERACIONES DE ESTANTERÍAS COMUNITARIAS DE ALIMENTOS DE NEIGHBORS, INC.

CONSIDERANDO QUE, la Ciudad de South St. Paul ("Ciudad") ha sabido que miembros de su ciudad, incluidas familias que viven o trabajan en la Ciudad, enfrentan actualmente dificultades económicas debido a las tácticas migratorias utilizadas por los agentes federales del Departamento de Seguridad Nacional y Inmigración y Control de Aduanas ("ICE"), y

MIENTRAS, Stat. de Minnesota § 465.039, otorga a las ciudades la autoridad para asignar fondos de su fondo general u otros fondos sin restricciones, para otorgar subvenciones a organizaciones sin ánimo de lucro que operan estanterías comunitarias de alimentos que proporcionan alimentos a los necesitados sin coste adicional; y

MIENTRAS, las actuales dificultades económicas de muchos residentes de South St. Paul y otros miembros de la población han causado inseguridad alimentaria; y

MIENTRAS, el Ayuntamiento de la Ciudad de South St. Paul considera que la transferencia de 15.000 dólares de su fondo general a las Operaciones de la Estantería Comunitaria de Alimentos en Neighbors, Inc. ayudará a aliviar parte de esta inseguridad alimentaria.

POR TANTO, QUEDE RESUELTO, por parte del Ayuntamiento de la Ciudad de South St. Paul, Minnesota, que el Ayuntamiento apruebe una subvención a Neighbors, Inc. para sus operaciones en la Estantería de Alimentos Comunitaria por un importe de 15.000 dólares; y

SE RESUELVE ADEMÁS que el Administrador de la Ciudad está autorizado a tomar tales medidas para llevar a cabo esta concesión de acuerdo con la directiva del Ayuntamiento del 17 de febrero de 2026.

Adoptado por el Ayuntamiento de la ciudad de South St. Paul, Minnesota, este día 17 de febrero de 2026.

Deanna Werner

Deanna Werner, secretaria municipal