



CITY OF SOUTH ST. PAUL MEETING AGENDA

CITY COUNCIL

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

Monday, May 18, 2026
7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

A. South St Paul Memorial Day Parade, Program and Picnic

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: April 27th, 2026 Work Session, May 4th, 2026 Council Meeting and May 11th, 2026 Work Session

B. Accounts Payable

C. Business Licenses

D. Call for Public Hearing - Tobacco Compliance Violations

E. Trash Hauling - Award Bid

F. 2026 Performance Measurement Program - Resolution 2026-64

G. Stormwater Maintenance Agreement for Riverside Holdings, LLC (Bonfe)

- H. Approve ReLeaf Grant Agreement with the Minnesota Department of Natural Resources
- I. Approve Transfer of 2025 General Fund Unassigned Fund Balance to the Capital Programs Fund.
- J. Approve Proposal for Construction Services with SEH for the 2026 Lead Service Line Replacement Project
- K. Adopt a Resolution Identifying a Need for Funding to Complete the 2050 Comprehensive Plan Update and Authorizing an Application for Planning Assistance Grant Funds
- L. Approve Proposal from Davey Tree for Phase One Plantings for the Regrowing Shade in South St. Paul Program
- M. Waive the Final Plat Filing Deadline for the Wakota North 2nd Addition Final Plat
- N. Approve Land Lease for 1678 Wiplinger Lane at the Fleming Field Airport

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

11. GENERAL BUSINESS

- A. Site Plan Review for Riverside Holdings, LLC
- B. First Reading: Ordinance Amendment to Allow Low Impact Production in Mixed Markets and Makers Subdistrict 1 (MMM-1)
- C. Second Reading: Ordinance Updating Zoning Requirements in the R-2 Single-and-Two Family Residence District
- D. Charter Commission Appointments

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

DATE: May 18, 2026
DEPARTMENT: Community Affairs
PREPARED BY: Deb Griffith
AGENDA ITEM NUMBER: 5.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

South St Paul Memorial Day Parade, Program and Picnic

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

N/A

OVERVIEW

Members of the South St. Paul Memorial Day Committee will invite the community to share in the long-standing tradition of the Memorial Day Program, including the parade, program and picnic.

SOURCE OF FUNDS

N/A

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: May 18, 2026
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

City Council Meeting Minutes of: April 27th, 2026 Work Session, May 4th, 2026 Council Meeting and May 11th, 2026 Work Session

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

Approval of meeting minutes for the Regular City Council Work Session held on Monday, April 27th, 2026, Regular City Council Meeting held on Monday, May 4th, 2026 and City Council Work Session held on Monday, May 11th, 2026.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 04-27-2026 WS Minutes RG
2. 05-04-2026 Council Minutes (1)
3. 05-11-2026 WS Minutes RG

South St. Paul City Council Work Session

Session Notes for April 27, 2026

1. CALL TO ORDER

Mayor Francis called the City Council Work Session to order at 7:00 PM on April 27, 2026

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

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

Staff Present: Ryan Garcia, City Administrator, Brian Wicke, Police Chief.

2. DISCUSSION ITEMS

A. 2026 - Goals – Strategic Priorities Discussion

Mr. Garcia provided a summary of the 2026 Leadership Retreat and Goalsetting process. Council appreciated the written report summarizing the strategic priorities and actions Staff identified to align with and advance Council's adopted Goals. Council suggested that the organization take a more "visible" approach to acknowledging the accomplishment of adopted Council goals and strategies. For 2027, Council supported a Goal-Setting process that integrated a third-party facilitator and engaged both Council and Senior Staff members. Mr. Garcia anticipated 2027 goal-setting to happen as early as possible in 2027.

B. Summer Meeting Schedule

Mr. Garcia acknowledged that in 2025 the Council reduced the frequency of Worksessions for the month of June and August, and asked for feedback on whether to tentatively reduce the number of Worksessions from May – August 2027. Council's consensus was that this change was acceptable, and if circumstances demanded a second Worksession meeting in a particular month (such as in July 2026), they would be available. Council agreed that the 4th Monday of the month, typically the 2nd Worksession in a given month, should be removed from the meeting calendar for May, June, July, and August.

3. COUNCIL COMMENTS & QUESTIONS

There were none.

4. ADJOURNMENT

There being no further business to come before the City Council at the regular work session meeting, Mayor Francis declared the meeting adjourned at 7:53 PM.

Respectfully submitted,
/s/: Ryan Garcia
City Administrator



SOUTH ST. PAUL CITY COUNCIL MINUTES OF MAY 4, 2026

1. CALL TO ORDER

Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on Monday, May 4th, 2026.

2. ROLL CALL

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

Absent: Matt Thompson

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. 2026 Relay for Life IGH SSP WSP

6. CITIZEN'S COMMENTS

Comments are limited to 3 minutes in length.

Maggie Murphy

Matt Fuller

Shireen Bhatia

7. APPROVAL OF AGENDA

Moved by: Tom Seaberg / Pam Bakken

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 April 20th, 2026.

B. Accounts Payable

- C. Business Licenses
- D. Approve Job Description and Pay Range for Senior Planner Position and Internal Promotion
- E. Approve Joint Powers Agreement with Inver Grove Heights for the Construction of the South Street Reconstruction Project
- F. Accept Bids and Award a Construction Contract - 2026 Lead Service Line Replacement Project
- G. Approve a Lot Split for a Tax Parcel Owned by the Metropolitan Council
- H. Approve Contingent Employment Offer to D. Rhode as Public Works Maintenance Worker.
- I. Resolution 2026-061, Charitable Gambling Permit — Concurrence to Conduct Excluded Bingo, Kaposia Days Committee.
- J. ~~Charitable Gambling Premises Permit – Spartan End Zone~~ Item removed for further discussion.

Moved by: Joe Kaliszewski / Pam Bakken

Moved: To Approve the Consent Agenda with the removal of Item J. for further discussion.

Vote: 6 ayes / 0 nays, motion Passed

9. ITEMS REMOVED FROM CONSENT AGENDA

- A. Charitable Gambling Premises Permit - Spartan End Zone

Moved by: Todd Podgorski / Tom Seaberg

Moved: To Approve Charitable Gambling Premises Permit - Spartan End Zone

Vote: 6 ayes / 0 nays, motion Passed

10. PUBLIC HEARINGS

11. GENERAL BUSINESS

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT

Moved by: Tom Seaberg / Joe Kaliszewski

Moved: To Adjourn

Vote: 6 ayes / 0 nays, motion Passed

The meeting was adjourned at 7:50 PM.



/s/: Deanna Werner
City Clerk

South St. Paul City Council Work Session

Session Notes for May 11, 2026

1. CALL TO ORDER

Mayor Francis called the City Council Work Session to order at 7:00 PM on May 11, 2026

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

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

Staff Present: Ryan Garcia, City Administrator, Clara Hilger, Finance Director, Kelsey Gelhar, City Engineer, Howie Steenberg, Public Works Director.

2. DISCUSSION ITEMS

A. Public Works Central Maintenance Facility – Design Development Milestone

Matt Lysne with HCM Architects and Mike Phillips with Kraus-Anderson were introduced as the principal architect and construction manager, respectively, for the project. Mr. Garcia briefly reviewed the project's design process and summarized that the Design Development phase represented a refined and "near-final" stage of project design, with the next significant milestone being the preparation of final "bid set" construction documents that would direct the construction of the facility. Mr. Lysne provided a walkthrough of the proposed design of the site and building and answered questions about the details of the facility. Mr. Phillips shared an update on the site development and approach to geotechnically challenging soils at the site, indicating that following extensive geotechnical analysis and modeling, a soil correction and soil surcharge approach would provide the least Council stressed the importance of taking the time in future public presentations to highlight the steps that the City is taking, such as relocating equipment and features currently in use at the 400 Richmond Street site, to be as cost-effective as possible with the project. Mr. Garcia advised that a next key milestone for the project would be to prepare and present the financing plan for the project, which plan would be presented at a public hearing at a Council business plan within the next 90 – 120 days.

B. Preliminary 2027 Budget Discussion

Mr. Garcia presented an overview of principal, high-level factors and drivers with the potential to most impact the 2027 Budget and Property Tax Levy as detailed in the staff report. Council discussed potentially modifying the currently anticipated approach to the dedicated infrastructure levy as a means of minimizing the potential spike in debt levy for major capital project borrowing. Ms. Hilger noted that given the current timeline anticipated for construction of the Northview Pool and Public Works projects, bond issuance may be deferred until 2027, and therefore the debt service payment for new borrowing delayed in such a way as to not have an impact until the 2028 budget and levy. Initial Council feedback on levy increase to support general fund operations ranged from "flat" to not more than 7%.

C. Discussion on disposition of 2025 General Fund excess unassigned fund balance

Ms. Hilger ran through the recommendations found in the staff report. Council discussed the approaches presented and general consensus was to transfer to the Capital Programs Fund for future capital projects. Ms. Hilger confirmed that the Capital Programs Fund could serve as a source of funding, through a future transfer, for costs related to the pool or public works projects, as needed. Ms. Hilger will prepare an action item for a future Council meeting.

D. Discussion on disposition of 2025 EDA (20280) and HRA (20260) fund balance

Mr. Garcia shared that Fund 20280 and 20260 had built up a fund balance of several hundred thousand dollars each. Mr. Garcia explained that while the City did not have a formal fund balance policy related to these funds, it was unlikely that the demand in either fund existed to support retaining all of this balance within either fund for operations. Ms. Hilger suggested that retention of 10% - 15% of the balance would be wise so as to avoid any negative balance while awaiting property tax settlements in July. Council agreed with this approach, and agreed that any excess balance beyond the 15% should be transferred to the EDA's Development Fund, Fund 20284.

3. COUNCIL COMMENTS & QUESTIONS

Councilmember Seaberg requested an update and potential future agenda item on the HRA's recent inspection report from HUD for the John Carroll Building. Mr. Garcia relayed that he and Tiffany Greene are planning for quarterly update meetings on HRA/Public Housing matters going forward. Mr. Garcia shared that the inspection process had undergone a significant "reboot" by HUD and many lessons were learned with this first experience under the new system.

4. ADJOURNMENT

There being no further business to come before the City Council at the regular work session meeting, Mayor Francis declared the meeting adjourned at 9:19 PM.

Respectfully submitted,
/s/: Ryan Garcia
City Administrator



CITY COUNCIL AGENDA REPORT

DATE: May 18, 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 2026-069 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. 05-18-26 Accounts Payable Resolution
2. 05-18-26 Accounts Payable Summary Check Register
3. 05-18-26 Accounts Payable Detail Check Register

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-069

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:

157045-157227	\$ 984,184.73
2026152-2026167	229,706.73
801367-801374	<u>148,126.82</u>

Total	\$ 1,362,018.28
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Adopted this 18th day of May, 2026.

Deanna Werner, City Clerk

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

Council Check Summary

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<u>Company</u>	<u>Amount</u>
00101 GENERAL FUND	459,939.02
00212 GRANTS/DONATIONS POLICE	1,266.12
00213 GRANTS/DONATIONS PUBLIC W...	8,500.00
00215 GRANTS/DONATIONS PARK AND REC	1,770.00
00243 DOUG WOOG ARENA	28,981.81
00245 AIRPORT FUND	68,888.71
00260 HOUSING GENERAL	254.98
00280 ECON DEV GENERAL	7,252.10
00284 DEVELOPMENT	1,000.00
00298 HOUSING REINVESTMENT	16,677.00
00318 2012 GO LOCAL IMP BONDS	36.00
00323 2017B GO BONDS	558.00
00324 2019A GO BONDS	390.00
00402 CAPITAL PROGRAMS FUND	387,284.03
00404 AIRPORT CAPITAL FUND	24,790.50
00410 LOCAL IMPROVEMENT CONST	1,006.00
00415 NEW PUBLIC WORKS FACILITY	22,762.00
00432 2016 LOCAL IMPROVEMENTS	618.00
00433 2017 LOCAL IMPROVEMENTS	498.00
00438 2022 LOCAL IMPROVEMENTS	36.00
00439 2023 LOCAL IMPROVEMENTS	450.00
00440 2024 LOCAL IMPROVEMENTS	21,925.75
00441 2025 LOCAL IMPROVEMENTS	1,491.00
00442 2026 LOCAL IMPROVEMNTS	1,856.00
00490 CONCORD TIF	11,386.00
00494 HARDMAN TRIANGLE TIF	55,673.15
00600 UTILITY ADMINISTRATION	21,956.96
00605 WATER UTILITY	38,252.51
00606 SEWER UTILITY	3,181.62
00610 STORM WATER UTILITY	2,391.70
00615 STREET LIGHT UTILITY	16,805.92
00677 NAN MCKAY APT BLDG	24,841.68
00678 JOHN CARROLL APT BLDG	40,552.22
00703 CENTRAL GARAGE FUND	86,476.48
00709 SELF-INSURED DENTAL	1,958.56
00805 EMPLOYEE HEALTH REIMBUR	310.46
Report Totals	1,362,018.28



CITY COUNCIL AGENDA REPORT

DATE: May 18, 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

<u>ID</u>	<u>Company</u>	<u>License #</u>	<u>License Type</u>	<u>Status</u>	<u>Issued</u>	<u>Expires</u>	<u>Address</u>	<u>Complex</u>	<u>Council</u>
15808	Thomas Holmes	00017311	Chicken License	A	05/06/2026	12/31/2040	119 8th Ave N		05/18/2026
14890	Holiday Stationstores, LLC #464	00017127	Cigarette and Tobacco Sales	A	05/05/2026	05/31/2027	1040 Concord St S		05/18/2026
14939	Vision SDS Hospitality, LLC	00017139	Entertainment	A	05/05/2026	05/31/2027	701 Concord St S		05/18/2026
14545	Brice Staeheli	00017171	Housing Evaluator-TOS	A	04/30/2026	05/31/2027		Time of Sale	05/18/2026
14894	Ronald D. Staeheli	00017172	Housing Evaluator-TOS	A	04/30/2026	05/31/2027		Time of Sale	05/18/2026
14547	Antony Wrobel	00017183	Housing Evaluator-TOS/Rental	A	05/12/2026	05/31/2027		Time of Sale & Rental Housing	05/18/2026
15522	Touch of Healing by Sondra	00017145	Massage Therapy	A	05/05/2026	05/31/2027	1185 Concord St N		05/18/2026
15684	Amber Rose Gallati	00017202	Massage Therapy	A	05/13/2026	05/31/2027	1115 Southview Blvd		05/18/2026
14890	Holiday Stationstores, LLC #464	00017150	Petroleum Dealer	A	05/05/2026	05/31/2027	1040 Concord St S		05/18/2026
15063	Richard J. Markun	00016711	Rental Housing	A	05/04/2026	05/31/2027	103 10th Ave N		05/18/2026
13608	David Heinicke	00016443	Rental Housing	A	05/11/2026	05/31/2027	767 10th Ave N		05/18/2026
12042	Todd Kelm	00016644	Rental Housing	A	05/01/2026	05/31/2027	211 10th Ave S		05/18/2026
12042	Todd Kelm	00016695	Rental Housing	A	05/01/2026	05/31/2027	217 10th Ave S		05/18/2026
15583	Luis Alcaraz	00016959	Rental Housing	A	05/05/2026	05/31/2027	354 10th Ave S		05/18/2026
15476	Joshua Daniel Jewett	00016902	Rental Housing	A	04/20/2026	05/31/2027	302 12th Ave S	Duplex - Owner Occupied Unit 1	05/18/2026
12110	Jason Schmitt	00016458	Rental Housing	A	05/08/2026	05/31/2027	614 13th Ave N		05/18/2026
15671	CAG Minnesota Funding II LLC	00017191	Rental Housing	A	05/04/2026	05/31/2027	118 13th Ave S		05/18/2026
12110	Jason Schmitt	00016461	Rental Housing	A	05/08/2026	05/31/2027	602 14th Ave N		05/18/2026
15671	CAG Minnesota Funding II LLC	00017193	Rental Housing	A	05/04/2026	05/31/2027	643 14th Ave N		05/18/2026
15250	ELJ Investments LLC	00016777	Rental Housing	A	04/30/2026	05/31/2027	643 15th Ave N		05/18/2026
11783	Thomas Lange	00016466	Rental Housing	A	05/11/2026	05/31/2027	359 17th Ave N		05/18/2026
15282	Jarid Keith Reeves	00017197	Rental Housing	A	05/08/2026	05/31/2027	720 17th Ave N		05/18/2026
12066	Carole C. Bromley	00016467	Rental Housing	A	05/01/2026	05/31/2027	754 17th Ave N		05/18/2026
11784	David J. Kelm	00016468	Rental Housing	A	05/01/2026	05/31/2027	931 17th Ave N		05/18/2026
15193	HPA II Borrower 2020-1 GA LLC	00016759	Rental Housing	A	04/07/2026	05/31/2027	443 19th Ave N	HPA II Borrower 2020-1 GA LLC	05/18/2026

City of South St Paul City Council Report

<u>ID</u>	<u>Company</u>	<u>License #</u>	<u>License Type</u>	<u>Status</u>	<u>Issued</u>	<u>Expires</u>	<u>Address</u>	<u>Complex</u>	<u>Council</u>
15218	HPA II Borrower 2020-2 LLC	00016780	Rental Housing	A	04/07/2026	05/31/2027	229 1st Ave S	HPA II Borrower 2020-2 LLC	05/18/2026
15137	Tou Long Lee	00016730	Rental Housing	A	05/01/2026	05/31/2027	326 1st Ave S		05/18/2026
15173	HNN Properties LLC	00016741	Rental Housing	A	05/11/2026	05/31/2027	336 1/2 1st Ave S		05/18/2026
15383	Matthew Petersen	00016884	Rental Housing	A	05/11/2026	05/31/2027	614 1st Ave S		05/18/2026
15398	House2Home SSTP LLC	00016857	Rental Housing	A	05/01/2026	05/31/2027	712-716 1st Ave S	House2Home SSTP LLC	05/18/2026
15400	Silver Sky Properties	00016859	Rental Housing	A	05/05/2026	05/31/2027	445-447 20th Ave S		05/18/2026
15379	Windy J Deng	00016840	Rental Housing	A	05/12/2026	05/31/2027	852-854 21st Ave N	Windy J Deng	05/18/2026
15811	Sheryl Lee Francis	00017314	Rental Housing	A	05/11/2026	05/31/2027	255 2nd Ave S		05/18/2026
15383	Matthew Petersen	00016842	Rental Housing	A	05/11/2026	05/31/2027	305 2nd Ave S		05/18/2026
15066	Wessrick Hackler	00017198	Rental Housing	A	05/12/2026	05/31/2027	432 2nd Ave S		05/18/2026
15113	Ian Kelbridge	00016758	Rental Housing	A	05/04/2026	05/31/2027	2247 2nd St S		05/18/2026
15163	Todd & Mary Kelm	00016735	Rental Housing	A	05/01/2026	05/31/2027	504 3rd Ave S		05/18/2026
15807	Tyrell Joseph Burnett	00017309	Rental Housing	A	05/01/2026	05/31/2027	612 3rd Ave S		05/18/2026
15737	Adrian Nicole Wilson	00017212	Rental Housing	A	05/04/2026	05/31/2027	618 3rd Ave S		05/18/2026
15266	Emily Jacqueline Stripling	00016785	Rental Housing	A	05/04/2026	05/31/2027	232 4th Ave N		05/18/2026
15120	5501 France LLC	00016722	Rental Housing	A	05/04/2026	05/31/2027	405 4th Ave S		05/18/2026
15398	House2Home SSTP LLC	00016855	Rental Housing	A	05/01/2026	05/31/2027	422 4th Ave S	House2Home SSTP LLC	05/18/2026
15383	Matthew Petersen	00016841	Rental Housing	A	05/11/2026	05/31/2027	238 5th Ave N		05/18/2026
15671	CAG Minnesota Funding II LLC	00017192	Rental Housing	A	05/04/2026	05/31/2027	305 5th Ave S		05/18/2026
14482	Pahola & Michael Clysdale	00016513	Rental Housing	A	05/12/2026	05/31/2027	405 5th Ave S		05/18/2026
15671	CAG Minnesota Funding II LLC	00017190	Rental Housing	A	05/04/2026	05/31/2027	437 5th Ave S		05/18/2026
15214	Jose Ruacho-Valtierrez	00016767	Rental Housing	A	03/18/2026	05/31/2027	901 5th Ave S		05/18/2026
15764	Noshy Aiad Ayoub	00017226	Rental Housing	A	05/08/2026	05/31/2027	1042 6th Ave S		05/18/2026
15326	Shannon Lynn Wright	00017205	Rental Housing	A	05/08/2026	05/31/2027	236 6th Ave S		05/18/2026
15356	Hanh B. Nguyen	00016827	Rental Housing	A	05/05/2026	05/31/2027	233 7th Ave S		05/18/2026

City of South St Paul City Council Report

<u>ID</u>	<u>Company</u>	<u>License #</u>	<u>License Type</u>	<u>Status</u>	<u>Issued</u>	<u>Expires</u>	<u>Address</u>	<u>Complex</u>	<u>Council</u>
15671	CAG Minnesota Funding II LLC	00017194	Rental Housing	A	05/04/2026	05/31/2027	813 7th Ave S		05/18/2026
15363	Dat Vu	00016829	Rental Housing	A	05/05/2026	05/31/2027	1209-1211 8th Ave S		05/18/2026
15163	Todd & Mary Kelm	00017209	Rental Housing	A	05/01/2026	05/31/2027	830 9th Ave S		05/18/2026
13611	Mark Cemensky	00016545	Rental Housing	A	05/11/2026	05/31/2027	321 Bircher Ave		05/18/2026
13611	Mark Cemensky	00016783	Rental Housing	A	05/01/2026	05/31/2027	214 Buron Ln		05/18/2026
15740	Sandy Lynell LeTexier	00017214	Rental Housing	A	05/05/2026	05/31/2027	321 Chestnut St		05/18/2026
15467	Sergio Gerardo Trejo Valero	00016891	Rental Housing	A	05/04/2026	05/31/2027	1135-1137 Dale Pl		05/18/2026
15398	House2Home SSTP LLC	00016854	Rental Housing	A	05/01/2026	05/31/2027	221 Grand Ave W 105	House2Home SSTP LLC	05/18/2026
15809	Freddy Elias Ruiz Fernandes	00017312	Rental Housing	A	05/06/2026	05/31/2027	2411 Jewell Ln		05/18/2026
11817	Victor J. Binsfeld	00016560	Rental Housing	A	05/14/2026	05/31/2027	974 Logan Ln		05/18/2026
15213	Matthew Gary Main	00016766	Rental Housing	A	05/14/2026	05/31/2027	1815 Marie Ave		05/18/2026
12116	Tien Nguyen	00016564	Rental Housing	A	05/07/2026	05/31/2027	1512 Maywood Dr		05/18/2026
15256	Jacob Smith	00016925	Rental Housing	A	05/11/2026	05/31/2027	239 Park St W		05/18/2026
14552	Shane Fine	00016676	Rental Housing	A	05/14/2026	05/31/2027	120 Poplar St W		05/18/2026
15402	Silver Sky Properties	00016860	Rental Housing	A	05/05/2026	05/31/2027	213-215 Poplar St W	Silver Sky Properties	05/18/2026
15218	HPA II Borrower 2020-2 LLC	00016779	Rental Housing	A	05/14/2026	05/31/2027	1602 Southview Blvd	HPA II Borrower 2020-2 LLC	05/18/2026
15392	John Brandon Dvorak	00016844	Rental Housing	A	05/04/2026	05/31/2027	1615 Southview Blvd		05/18/2026
11783	Thomas Lange	00016572	Rental Housing	A	05/11/2026	05/31/2027	1800 Southview Blvd		05/18/2026
11821	Alan J. Challberg	00016574	Rental Housing	A	05/12/2026	05/31/2027	1825-1827 Southview Blvd		05/18/2026
15193	HPA II Borrower 2020-1 GA LLC	00016433	Rental Housing	A	05/14/2026	05/31/2027	100 Spruce St E	HPA II Borrower 2020-1 GA LLC	05/18/2026
15398	House2Home SSTP LLC	00016856	Rental Housing	A	05/01/2026	05/31/2027	233 Spruce St E	House2Home SSTP LLC	05/18/2026
15441	Ciro Investments LLC	00016878	Rental Housing	A	05/08/2026	05/31/2027	200-202 Spruce St W	Ciro Investments LLC	05/18/2026
13612	Lime Tri Peropties LLC	00016577	Rental Housing	A	05/07/2026	05/31/2027	665-667 Stewart Ave		05/18/2026
15321	HPA II Borrower 2020-1 ML LLC	00016810	Rental Housing	A	05/14/2026	05/31/2027	1688 Stickney Ave		05/18/2026
13460	Patrick C. Simpson	00016578	Rental Housing	A	05/04/2026	05/31/2027	265 Wentworth Ave	Duplex - 1 Unit Owner Occupied 1	05/18/2026

City of South St Paul City Council Report

<u>ID</u>	<u>Company</u>	<u>License #</u>	<u>License Type</u>	<u>Status</u>	<u>Issued</u>	<u>Expires</u>	<u>Address</u>	<u>Complex</u>	<u>Council</u>
13471	O'Malley Properties, LLC	00016579	Rental Housing	A	04/15/2026	05/31/2027	1607 Willis Ave		05/18/2026
12353	Barbara Revoir	00016580	Rental Housing	A	05/11/2026	05/31/2027	1614 Willis Ave Apt B		05/18/2026
12042	Todd Kelm	00017007	Rental Housing Multi Family Dwelling (4+)	A	05/01/2026	05/31/2027	215 10th Ave S		05/18/2026
11921	Scott-Carver-Dakota CAP Agency, Inc.	00017011	Rental Housing Multi Family Dwelling (4+)	A	05/01/2026	05/31/2027	541 12th Ave N		05/18/2026
12042	Todd Kelm	00017014	Rental Housing Multi Family Dwelling (4+)	A	05/01/2026	05/31/2027	235 12th Ave S		05/18/2026
12042	Todd Kelm	00017015	Rental Housing Multi Family Dwelling (4+)	A	05/01/2026	05/31/2027	255 12th Ave S		05/18/2026
12042	Todd Kelm	00017073	Rental Housing Multi Family Dwelling (4+)	A	05/01/2026	05/31/2027	220 1st Ave S		05/18/2026
15032	10 MABC Portfolio, LLC	00017087	Rental Housing Multi Family Dwelling (4+)	A	05/11/2026	05/31/2027	358 2nd Ave S		05/18/2026
15163	Todd & Mary Kelm	00017092	Rental Housing Multi Family Dwelling (4+)	A	05/01/2026	05/31/2027	510 3rd Ave S		05/18/2026
12042	Todd Kelm	00017031	Rental Housing Multi Family Dwelling (4+)	A	05/01/2026	05/31/2027	141 5th Ave S		05/18/2026
11921	Scott-Carver-Dakota CAP Agency, Inc.	00017037	Rental Housing Multi Family Dwelling (4+)	A	05/01/2026	05/31/2027	1011 Bryant Ave		05/18/2026
15140	Lang Lang Guo	00017091	Rental Housing Multi Family Dwelling (4+)	A	05/01/2026	05/31/2027	1300 Highland Ave		05/18/2026
15424	Silver Sky Properties	00017113	Rental Housing Multi Family Dwelling (4+)	A	05/05/2026	05/31/2027	1562 Motor Ave	Long Horn Properties	05/18/2026
11921	Scott-Carver-Dakota CAP Agency, Inc.	00017059	Rental Housing Multi Family Dwelling (4+)	A	05/01/2026	05/31/2027	215 South St W		05/18/2026
12042	Todd Kelm	00017061	Rental Housing Multi Family Dwelling (4+)	A	05/01/2026	05/31/2027	400 Southview Blvd		05/18/2026
15297	Lang Lang Guo	00017099	Rental Housing Multi Family Dwelling (4+)	A	05/01/2026	05/31/2027	930 Summit Ave		05/18/2026
15297	Lang Lang Guo	00016995	Rental Housing Multi Family Dwelling (4+)	A	05/01/2026	05/31/2027	1560 Willis Ave		05/18/2026
15810	Nitti Sanitation, Inc	00017313	Solicitor (Company)	A	05/07/2026	05/31/2027			05/18/2026
15812	Tennis Sanitation, LLC	00017315	Solicitor (Company)	A	05/12/2026	05/31/2027		Company App	05/18/2026

City of South St Paul City Council Report

<u>ID</u>	<u>Company</u>	<u>License #</u>	<u>License Type</u>	<u>Status</u>	<u>Issued</u>	<u>Expires</u>	<u>Address</u>	<u>Complex</u>	<u>Council</u>
15813	William Tennis	00017316	Solicitor (Individual)	A	05/12/2026	05/31/2027		William Tennis - Individual License	05/18/2026
15814	Troy Tennis	00017317	Solicitor (Individual)	A	05/12/2026	05/31/2027		Troy Tennis - Individual License	05/18/2026
14660	South St. Paul Lions Club	00017319	Temp Intoxicating Liquor License	A	05/14/2026	06/29/2026	820 Southview Blvd	Kaposia Days	05/18/2026
10099	Walter's Recycling & Refuse Inc.	00017157	Trash Hauler	A	05/04/2026	05/31/2027		Residential AND Commercial Routes	05/18/2026



CITY COUNCIL AGENDA REPORT

DATE: May 18, 2026
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Call for Public Hearing - Tobacco Compliance Violations

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to call for public hearings to be held on Monday, Monday, June 1, 2026, to consider the imposition of sanctions for a tobacco violation which occurred during the compliance checks conducted on April 2, 2026.

OVERVIEW

Each year the Police Department conducts alcohol and tobacco compliance checks on City-licensed establishments. In performing compliance checks, the Police Department utilizes age-appropriate individuals who are under police supervision. These individuals will enter an establishment and either request to be served alcohol or attempt to purchase a tobacco product. Alcohol compliance checks are performed separately from tobacco compliance checks. On April 2, 2026, the Police Department conducted liquor and tobacco compliance checks on all South St. Paul licensed holders. Quick Stop Tobacco was found to be in violation of the tobacco laws by selling to a minor.

State law authorizes the City Council to impose sanctions for law violations and requires that no suspension or revocation take effect until the licensee or permit holder has been given the opportunity for a hearing. At this hearing, the applicant is allowed to present evidence and argument with respect to said violation.

Staff recommends the City Council call for this hearing to be held on Monday, June 1, 2026.

SOURCE OF FUNDS

N/A

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: May 18, 2026
DEPARTMENT: Public Works
PREPARED BY: Melissa Blair
AGENDA ITEM NUMBER: 8.E.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Trash Hauling - Award Bid

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve Resolution 2026-63. Accepting Quote and Approving Trash Hauling Agreement with Nitti Sanitation Inc.

OVERVIEW

On May 15, 2023, the City Council approved a three-year agreement with Nitti Sanitation Inc for trash hauling at public buildings and parks. The current agreement expires at the end of June 2026. Requests for quotes were sent to seven (7) haulers that are currently licensed by the City and only received five (5) quotes back.

Below is the total of what a month's cost from each vendor would be if all proposed pickups were made. Some sites are on a call-in basis and would not generate monthly charges. A spreadsheet is also attached with individual prices for City locations.

	REPUBLIC	NITTI	WALTERS	TENNIS	ASPEN
TOTAL MONTHLY	2,861.04	2,385.92	4,106.04	4,140.94	3,509.23

Nitti Sanitation Inc is the low bidder based upon all submitted quotes and staff is recommending the approval of their quote.

This agreement will be in effect until June 2029.

SOURCE OF FUNDS

Trash Hauling is a budgeted item in each department.

ATTACHMENTS

1. 2026 trash resolution
2. 2026 Trash Bids Spreadsheet

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-063

**RESOLUTION ACCEPTING THE QUOTE AND APPROVING
TRASH HAULING AGREEMENT WITH NITTI SANITATION INC.**

WHEREAS, the City Council has received the following quotes from trash hauling companies:

	REPUBLIC	NITTI	WALTERS	TENNIS	ASPEN
TOTAL ALL MO.	2,861.04	2,385.92	4,106.04	4,140.94	3,509.23

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

1. That the quote of Nitti Sanitation Inc is accepted as the lowest responsible quote and previous good service.
2. That the Agreement be, and is, hereby approved.
3. That 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 18th day of May, 2026.

City Clerk

2026 TRASH BIDS

		NITTI SANITATION				ASPEN WASTE				TENNIS SANITATION				REPUBLIC SERVICES				WALTERS RECYCLING & REFUSE		
		Trash	Recy	TOTAL		Trash	Recy	TOTAL		Trash	Recy	TOTAL		Trash	Recy	TOTAL		Trash	Recy	TOTAL
City Hall		122.03	172.20	294.23		212.94	182.00	394.94		304.20	110.00	414.20		142.89	118.21	261.10		180.18	209.76	389.94
Public Works		195.00	50.00	245.00		129.29	110.50	239.79		517.14	40.00	557.14		195.00	138.00	333.00		200.00	200.00	400.00
Airport		39.65	52.90	92.55		98.87	58.50	157.37		134.55	55.00	189.55		47.63	39.40	87.03		74.88	45.85	120.73
Woog Arena		267.29	62.20	329.49		471.50	65.00	536.50		345.15	55.00	400.15		190.52	78.81	269.33		374.40	56.04	430.44
Kaposia Park		203.87	62.20	266.07		334.62	65.00	399.62		427.05	55.00	482.05		285.78	78.81	364.59		1269.10	56.04	1,325.14
Lorraine Park		203.87	62.20	266.07		334.62	65.00	399.62		427.05	55.00	482.05		285.78	78.81	364.59		269.10	56.04	325.14
Northview Pool		203.87	62.20	266.07		334.62	65.00	399.62		427.05	55.00	482.05		285.78	78.81	364.59		269.10	56.04	325.14
McMorrow Field		203.87	62.20	266.07		334.62	65.00	399.62		427.05	55.00	482.05		285.78	78.81	364.59		269.10	56.04	325.14
Waterous Lift Stn		45.65		45.65		83.66		83.66		35.10		35.10		40.00		40.00		64.35		64.35
Garden Site		48.65		48.65		98.87		98.87		134.55		134.55		47.63		47.63		74.88		74.88
Kaposia Landing		203.87	62.20	266.07		334.62	65.00	399.62		427.05	55.00	482.05		285.78	78.81	364.59		269.10	56.04	325.14
TOTAL MONTHLY				2,385.92				3,509.23				4,140.94				2,861.04				4,106.04



CITY COUNCIL AGENDA REPORT

DATE:

May 18, 2026

DEPARTMENT:

City Administrator

PREPARED BY:

Ryan Garcia

AGENDA ITEM NUMBER:

8.F.

MEETING TYPE

Regular Meeting

AGENDA ITEM

2026 Performance Measurement Program - Resolution 2026-64

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2026 - 64 to continue participation in the Performance Measurement and Aid Program.

OVERVIEW

In 2010, State Legislature enacted legislation calling for the Council on Results and Innovation to establish a standard set of performance measures for cities. Participation in the standard measures program by a city or a county is voluntary. A city that elects to participate in the standard measures/performance measurement program is eligible for a reimbursement of \$0.14 per capita, not to exceed \$25,000 (around \$2,800 in our case) and is also exempt from levy limits under sections 275.70 to 275.74 for taxes payable in the following calendar year, if levy limits are in effect.

In order to receive the per capita reimbursement and levy limit exemption, counties and cities must file a report with the Office of the State Auditor by July 1. This report will include a resolution approved by the city council or county board declaring that the city has adopted and agreed to use no fewer than 10 of 29 "standard" performance measures including at least one from each of six applicable service categories and the system developed by the Council on Local Results and Innovation. Historically, the League of Minnesota Cities would administer a survey on behalf of the City, however they have suspended that service. As such, for 2026 Staff is proposing using 13 measures (see attached report) and reporting these to the Office of the State Auditor along with Resolution 2026 - 64 to continue our eligibility. We plan to evaluate whether the survey tool can be administered in-house for future years. In any event, we are also required to report the results of the measures to our residents through publication, direct mailing (such as quarterly newsletter), or posting on the City's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

Staff recommends the approval of the 2025 Performance Measurement Report as presented and that we continue to participate in the program by adopting Resolution 2026 - 64 and forwarding a copy of the attached Resolution and Performance Report to the Office of the State Auditor.

SOURCE OF FUNDS

ATTACHMENTS

1. Resolution 2026 - 64
2. Performance Measurement Program Report (2026 Filing)

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026 – 64

**A RESOLUTION ADOPTING 2026 PERFORMANCE MEASURES AND APPROVE
PARTICIPATION IN PERFORMANCE MEASUREMENT PROGRAM**

WHEREAS, Benefits to the City of South St. Paul for participation in the Minnesota Council on Local Results and Innovation’s comprehensive performance measurement program are outlined in MS 6.91 and include eligibility for a reimbursement as set by State statute; and

WHEREAS, Any city participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

WHEREAS, The City Council of South St. Paul has adopted and implemented at least ten (10) of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes.

NOW, THEREFORE, BE IT RESOLVED that the South St. Paul City Council will continue to report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city’s/county’s website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

BE IT FURTHER RESOLVED, The City Council of South St. Paul will submit to the Office of the State Auditor the actual results of the performance measures adopted by the city/county

Adopted this 18th Day of May, 2026

City Clerk

2025 City of South St. Paul Performance Measurement Program Report

Background

In 2010, the Minnesota Legislature created the Council on Local Results and Innovation (CLRI). Currently, the CLRI has a standard set of 27 performance measurements for counties and 29 performance measurements for cities that they believe will aid residents, taxpayers, and state and local elected officials in determining the efficacy of counties and cities in providing services. Participation in the standard measures program by a city or a county is voluntary. Cities and counties that choose to participate in the standards measure program may be eligible for funding of 14 cent per capita from the State of MN.

The South St. Paul City Council has chosen to participate in the program for the 2026 reporting year. In order to receive the per capita reimbursement for the following calendar year, cities must adopt and implement a minimum of ten performance measures from the CLRI's list of 29 measures and file a report with the Office of the State Auditor.

The measurements are divided into six different categories: General, Police Services, Fire & EMS Services, Streets, Water, and Sanitary Sewer. As part of this process, the City is submitting 2025 data for 13 of the 29 standard performance measurements, which were selected from each of the six categories. Below are the data related to each of the measurements that the City has chosen to track.

Performance Category	2025 Data
General	
% Change in Taxable Property Market Value	4.49%
Number of Library Visits per 1,000 population	5,749 visits per 1,000
Bond Rating	AA2
Police Services	
Group A and Group B Crime Rates	3,516
Group A and Group B Crime Clearance Rates	35.823
Fire & EMS Services	
Insurance Industry Rating of Fire Services	ISO Rating of 2
Fire Calls per 1,000 Population	2.5 per 1,000
Average Fire Response Time	4min 08 sec
EMS Calls per 1,000 population	142.9 per 1,000
Streets	
Average city street pavement condition rating	74.01
Expenditures for road rehabilitation per lane mile rehabilitated	\$ 501,039.37
Water	
Operating cost per 1,000,000 gallons of water pumped / produced	\$3,218.67
Sanitary Sewer	
Number of sewer blockages on city system per 100 connections	0.218 blockages per 100 connections

*Crime Clearance Rate Data for Group A only; BCA did not report Group B Clearance Rate for reporting year.



CITY COUNCIL AGENDA REPORT

DATE:

May 18, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

8.G.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Stormwater Maintenance Agreement for Riverside Holdings, LLC (Bonfe)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve a Stormwater Maintenance Agreement with Riverside Holdings, LLC and authorize the Mayor and Clerk to sign the agreement on behalf of the City.

OVERVIEW

The City Council is asked to review and approve a stormwater maintenance agreement for the upcoming development by Riverside Holdings, LLC (Bonfe) of the vacant property at the intersection of Hardman Avenue South and Armour Avenue. The site plan review for the development will take place during the "General Business" segment of the May 18, 2026 City Council meeting. One of the conditions of approval for the development will be that the Applicant needs to enter into a stormwater maintenance agreement for the site's stormwater infrastructure.

The City Attorney and the City Engineer have prepared a stormwater maintenance agreement and the agreement has been reviewed by the appropriate representatives for Riverside Holdings, LLC. The agreement will be recorded against the property once it is fully executed. The City Council is asked to approve the agreement and authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Site Location Map
2. Stormwater Management Facilities Agreement - Riverside Holdings, LLC (Bonfe)

**ATTACHMENT 1
SITE LOCATION MAP**



(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 Riverside Holdings, LLC, a limited liability company (“Developer”).

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

WHEREAS, the Developer has obtained the approval of the City for the development of the Property for a Stormwater Management Facilities; and

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

WHEREAS, the City has required that the Developer make provision for the construction, maintenance and repair of the Stormwater Management Facilities located within the boundaries of the Property as shown on Exhibit B attached hereto, as the same is described and depicted in those certain construction plans drawn by Rehder & Associates, Inc. dated April 30, 2026 (“Plans”); and

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

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

1. Construction of Stormwater Management Facilities. The Developer agrees to construct the Stormwater Management Facilities according to the Plans and repair and maintain the Stormwater Management Facilities at its sole cost and expense.

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

2. Maintenance of Stormwater Management Facilities. The Developer agrees to repair and maintain the Stormwater Management Facilities at its sole cost and expense.

2.1. Maintenance of the Stormwater Management Facilities shall mean:

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

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

3. Developer's Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and Developer'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 Developer shall

promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost in whole or in part.

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. This Agreement shall run with the land and shall be binding upon Developer's successors and assigns with respect to the Property. The terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

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

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

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

CITY:
CITY OF SOUTH ST. PAUL

By: _____
James P. Francis
Mayor

By: _____
Deanna Werner
City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 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 seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPER:
Riverside Holdings, LLC
a limited liability company

By: _____
Name: Peter Bonfe
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Peter Bonfe, President of Riverside Holdings LLC, a 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

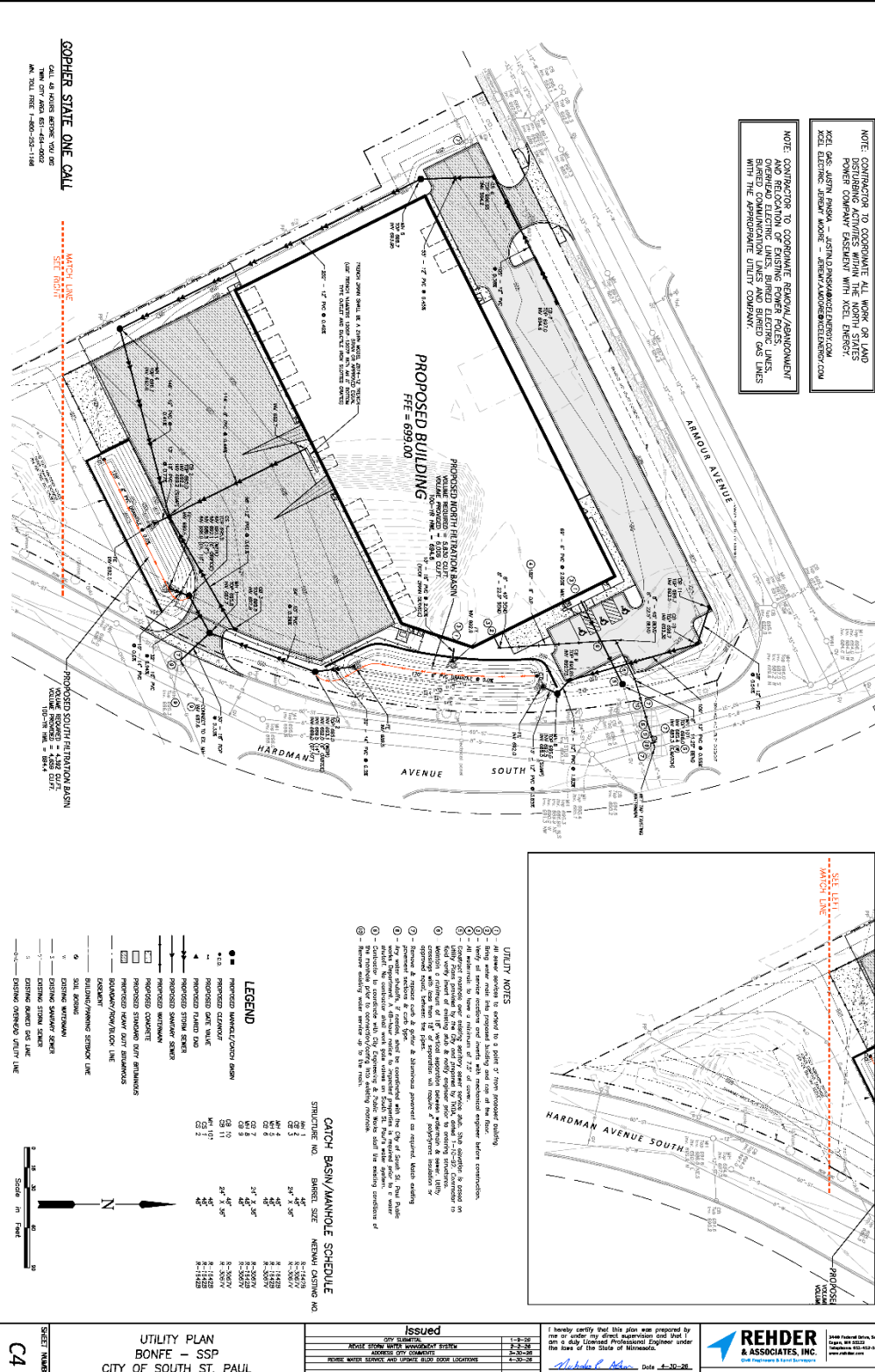
EXHIBIT A
Legal Description

LOT 1, BLOCK 3, MISSISSIPPI LANDING 2ND ADDITION according to the recorded plat thereof, Dakota County, Minnesota

Torrens Property

PID: 36-48841-03-013

Stormwater Maintenance Facilities Plans





CITY COUNCIL AGENDA REPORT

DATE:

May 18, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

8.H.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve ReLeaf Grant Agreement with the Minnesota Department of Natural Resources

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve a grant agreement with the Minnesota Department of Natural Resources for the 2025 ReLeaf Grant and authorize the Mayor and Clerk to sign the grant agreement.

OVERVIEW

Last November, the City submitted a grant application to the Minnesota Department of Natural Resources for funding through the ReLeaf Community Forestry Grants. South St. Paul requested \$65,400 to operate a pilot program to assist low-income homeowners with the removal and replacement of diseased or dead ash trees on their private property. Emerald Ash Borer has had a deeply negative impact on South St. Paul's public and private ash trees. In the last several years, staff have received emails and phone calls from residents who have diseased or dead ash trees on their private property and cannot afford to remove them. Staff applied for funding through the ReLeaf program to help address the financial hardship of removing ash trees on private property for cost-burdened households. Through the program, the City anticipates removing 30 diseased ash trees, including those that are located in the DNR's priority areas. A new tree would be provided to each homeowner that has a diseased tree removed.

The City received notification in February of this year that the application was likely to receive funding. All grant funds must be used by June 30, 2027. Recently, the DNR shared with the City a draft grant agreement for review. The agreement has been reviewed by the City Attorney. The City Council is asked to approve the agreement and authorize the Mayor and Clerk to execute it.

SOURCE OF FUNDS

2025 ReLeaf Grants from the Minnesota Department of Natural Resources

ATTACHMENTS

1. Releaf City of South St Paul DRAFT AGREEMENT
2. ReLeaf Agreement Exhibits



This Grant Contract Agreement is between the State of Minnesota, acting through its Department of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155 ("State") and City of South St. Paul, 125 3rd Avenue North, South St. Paul, MN 55075. ("Grantee").

Recitals

Under Minnesota Statutes §84.026, §84.085, Subd. 1, §84.705, §88.82, and MN Session Laws - 2025, 1st Special Session, Chapter 1, Article 1, Section 3, Subdivision 4 (g) the State is empowered to enter into this Grant Contract Agreement. The State is in need of enhancing community forest ecosystem health and sustainability. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. May 4, 2026, or the date the State obtains all required signatures, whichever is later.

Per [Minnesota Statutes § 16B.98, Subd. 5](#), the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per [Minnesota Statutes § 16B.98 Subd. 7](#), no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 Expiration Date.

- A. June 30, 2027, or, in the event this Grant Contract Agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, whichever is later. In the event an amendment or new agreement is not fully executed within 60 calendar days of the stated expiration date, this grant agreement will expire on August 30, 2027.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2 Specifications, Duties, and Scope of Work

- The parties will perform the services outlined in Exhibit A: Grant Project Deliverables.
- The Grantee will comply with the required grants management policies and procedures set forth through Minn. Stat. §16B.97, subd 4 (a)(1), and M.L. 2025, First Special Session, Chapter 1

- The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant contract agreement. Any material change in the grant contract agreement shall require an amendment by the State (see Section 9.2).
- The grantee shall be responsible for the administration supervision, management, record keeping, and program oversight required for the work performed under this agreement. · The Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative. The Grantee must sign and return Attachment C, Conflict of Interest Disclosure, when countersigning this agreement.

3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

- 4.1 Compensation.** The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed \$65,400.00, which shall be paid in accordance with the terms outlined in Exhibit A: Grant Project Deliverables, which is attached and incorporated into this Grant Contract Agreement.
- 4.2 Administrative Costs.** Grantee administrative costs must be necessary and reasonable.
- 4.3 Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed \$0.00. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.
- 4.4 Invoices.** Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule in Exhibit A: Grant Project Deliverables
- 4.5 Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

5 Conditions of Payment

All services provided by the Grantee under this Grant Contract Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Contracting and Bidding Requirements

The Grantee is required to comply with [Minnesota Statutes § 471.345, Uniform Municipal Contracting Law](#).

- 6.1 The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.
- 6.2 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).
- 6.3 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

7 Authorized Representatives

- 7.1 The State's Authorized Representative is Rachel Morice MN DNR Forestry, 500 Lafayette Road, St Paul MN 55155, 612-716-2922, rachel.morice@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2 The Grantee's Authorized Representative is Monika Miller, Associate Planner mmann@southstpaul.org, 651-554-3273 or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.
- 7.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

8 Assignment, Amendments, Waiver, and Contract Complete

- 8.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.
- 8.2 **Amendments.** Any amendment to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement or their successors.
- 8.3 **Waiver.** If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Contract Complete. This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

9 Subcontracting and Subcontract Payment

- 9.1** A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
- 9.2** The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd. 4 \(a\) \(1\)](#) and other relevant statutes and regulations; and that subaward performance goals are achieved.
- 9.3** During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- 9.4** No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 9.5** The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).
- 9.6** The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

11 State Audits

Under [Minnesota Statutes § 16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

12 Government Data Practices and Intellectual Property Rights

- 12.1 Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minnesota Statutes Chapter 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by

the Grantee under this grant contract. The civil remedies of [Minnesota Statutes § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 Intellectual Property Rights.

A. **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant contract agreement. The Documents will be the exclusive property of the State, and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant contract agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

The federal awarding agency may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in [2 CFR 200.315](#).

B. Obligations.

- i. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- ii. **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue

or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

13 Workers Compensation

The Grantee certifies that it is in compliance with [Minnesota Statutes § 176.181, Subd. 2](#), pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

14 Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination

15.1 Termination by the State.

A. Without Cause.

The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

B. With Cause.

The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.2 Termination by the Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 Termination for Insufficient Funding.

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily

suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

16 Publicity and Endorsement

16.1 Publicity. Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

16.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

16.3 Signage. Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

17 Data Disclosure

Under [Minnesota Statutes § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

18 Use of Funds as Match to Other Grants or Programs. The Grantee must inform the State's Authorized Representative whenever the grant funds will be used as match or for reimbursement for any other grant or program.

18.1 The Grantee must inform the State's Authorized Representative or their grant specialist of the following information: grant program, grant name, the amount of grant or match funds to be used, location where funds were or will be used, activity the funds will support, and current landowner (if applicable).

18.2 The Grantee must also inform the State's Authorized Representative before work begins if the new grant or program will add any encumbrances to state land where grant or match funds will be spent.

19 Americans With Disabilities Act. The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

20 Non-Discrimination Requirements. No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

20.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities.

20.2 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

20.3 The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.

20.4 Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

20.5 Any other applicable non-discrimination law(s).

21 Reporting Requirements

Provide a progress report to the State's Authorized Representative in the format explained in Exhibit A with the final invoice.

22 Invasive Species Prevention.

Grantees must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant contract agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found here: [Link to Operational Order 113](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf) (http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf)

23 Pollinator Best Management Practices.

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to Specific Pollinator Best Management Practices for DNR Grants and Contracts](http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf) (http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf).

24 Monitoring.

The state shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained, and that no conversion of use has occurred.

25 Minnesota Historical Sites Act and Minnesota Field Archaeology Act

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed, review and approved prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Exhibit A: Grant Project Deliverables

Exhibit B: 3-Year Tree Establishment Plan

Exhibit C: Requirements for DNR Grantees

Exhibit D: Conflict of Interest Statement

DRAFT

Grant Contract Agreement Signature Page

State Encumbrance Verification

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

Print Name: Donna Edelman

Signature: _____

Title: Grants and Contract Specialist Date: _____

SWIFT Contract No. 289382 / 3-298004

State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

Grantee

With delegated authority

Print Name: Jimmy Francis

Signature: _____

Title: _____ Date: _____

Print Name: Deanna Werner

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

Exhibit A: Grant Project Deliverables

2025 ReLeaf Grants

City of South St. Paul Deliverables

Grant Sum Total: \$65,400.00

RISK MITIGATION

If changes occur to grantee's organization during the grant period such as key personnel or financial status, grantees must notify their UCF grant administrator as soon as possible. Changes to grantee status, and/or information provided through reporting, may result in changes to risk mitigation plan.

Grant Contact Deliverables

Residential Property

- Trees Removed: 30
- Trees Planted: 30

Communications and outreach

- Door hangers, newsletter, social media posts, website posts

Regardless of requests for reimbursement, a written update must be submitted by each reporting deadline, to ensure project is moving forward and on track to completion. Add written reports below corresponding to each reporting date:

June 8, 2026 Update:

December 8, 2026 Update:

June 30, 2027 FINAL REPORT:

As work is completed, thoroughly address all applicable bullet points below. Add in the date of reporting (i.e. 12/1/2026) and change the font color of your update to red, to show where information has been added. Continually add to this document over the lifetime of your grant, making sure that all bullet points are addressed by the time of the grant's completion.

Work with DNR to fully execute and report on the impacts of the work plan by meeting the requirements as negotiated:

Priority

Consistent with legislative direction, priority for ReLeaf Grant awards was given to projects located in a census block group with a supplemental demographic index score in the 70th percentile or higher within the state of Minnesota and the justification of Priority Area focus methodology.

The supplemental demographic index is a combination of five socioeconomic factors averaged together for each Census block group. The supplemental demographic index can provide an additional perspective on potential community vulnerability. The formula is as follows: supplemental demographic index = (% low-income + % persons with disabilities + % less than high school education + % limited English speaking + low life expectancy) / 5.

The Priority Area map can be accessed through the DNR website, or by clicking [here](#).

Percent project occurs within Priority Area: 50%

Project Overview and Need

The City of South St. Paul's project would be a pilot program to assist low-income homeowners with ash tree removal and replacement on their private property. The goal of this program would be to eliminate the cost burden for low-income homeowners in addressing diseased ash trees and to help restore tree canopy coverage on these properties. The program would be available to low-income residents citywide but at least 50% of the work would take place in Priority Areas. The program would remove and replace 30 ash trees on private property at a 1:1 ratio.

According to the Census Bureau, almost a quarter of South St. Paul's residents live below the federal poverty level. In Dakota County, South St. Paul residents are one of the highest user groups for financial assistance programs such as SNAP. About half of the city's land area is within the UCF Priority Areas. In the last year, the City has received several requests from residents to offer a program to assist low-income homeowners with ash tree removal as many homeowners have ash trees that are dead or in poor condition that they cannot afford to remove. Unfortunately, the City does not have the ability to fund a program like this using its levy so the City is requesting ReLeaf funding to operate this program.

The City plans to partner with Tree Trust for the replanting to remove the barriers that are commonly associated with planting a tree. A tree bag would be installed at the time of planting to encourage proper care and maintenance of the tree. Homeowners would provide input on the species of tree that is planted. Homeowners would be given a printed brochure/booklet about care and maintenance for newly planted trees as well as contact information for City staff members who can help answer questions about care and maintenance for their new tree.

In preparation for creating a private ash tree removal and replacement program, the City and its contracted, ISA-certified arborist Emily Ball have spoken with numerous other cities about the logistics and best practices for running an ash tree removal program for private properties. Topics included staff time allocation, recommended bid procedures, prevailing wage requirements, inspection processes, and best practices to encourage homeowners to plant replacement trees. Based on the discussions with other communities, South St. Paul is confident that it can administer a tree removal and replacement program for private properties.

Project Timeline

- February - May 2026- Grant agreement finalized and executed, prepare program documents including outreach materials, application forms, bid specs for tree removals, etc.
- May- June of 2026- Solicit proposals for ash tree removal on private property, initiate public outreach about financial assistance for ash tree removal
- June 2026- Submit grant report
- July 2026- Select contractor for tree removals
- July to December 2026- Remove as many diseased ash trees on private property as is feasible, first round of tree planting on private property to occur through late October/early November, weather depending. While this timeline does fall within EAB flight season, SSP is considered

heavily ash infested and year-round removal is necessary to avoid risks to public safety and property.

- December 2026- Submit grant report
- April-May 2027- Remove additional diseased trees (if needed), second round of tree planting
- June 2027- All grant work complete, final report submitted

*Timeline may be adjusted as needed for weather and other conditions. It is understood that all grant work must be completed by June 30, 2027

Project Budget Explanation

The project budget includes a number of items: funding for tree removal, funding for tree planting, funding to help cover Staff time associated with the program, and funding to cover materials related to program outreach and education. The City is unable to offer a private tree removal and replacement program using existing funds so all proposed expenses are grant eligible.

The cost for each item listed in the budget was determined based on conversations with contractors and data from other cities about the costs associated with similar programs. The estimated removal cost of \$1,500 per ash tree was determined based on quotes several other communities received for a similar program. The City expects to remove 30 trees, meaning that the total cost for tree removal would be \$45,000. The estimated cost of the installation of a size #10 tree with mulch, a tree bag, and a 1-year warranty is \$500. The City expects that 30 new trees will be planted on private property, making the total cost \$15,000. This cost was determined based on conversations with Tree Trust who the City intends to partner with for planting on private property. Staff/ the City's future Conservation Corps member will be spending time setting up the program, administering the program, conducting site inspections, and educating residents about how to care for their newly planted trees. This funding will cover 100 hours of time associated with operating the program. Finally, funding is being requested for education and outreach material for the program. The expected cost for these materials is \$400. The cost to print 100 door hangers that will be used for program outreach is \$175. The cost to print 30, six-page, front and back pamphlet with information about care/maintenance for a newly planted tree is \$225. These numbers are based on estimates provided by the printing company the City regularly works with.

Community Engagement and Impact

In the past several years, city staff and elected officials have consistently received emails and phone calls from residents requesting financial assistance with private ash tree removal. The individuals that have reached out are usually individuals living on a low/ fixed income or persons with disabilities. These individuals reach out because they do not have other options. Many of these individuals live in Priority Areas. The input that the City has received from these individuals is what spurred the City to pursue this grant funding. These individuals that have the greatest need are the communities the City intends to serve through this program.

To be sensitive to individuals that need financial assistance with tree removal, the City plans to engage with homeowners by leaving a door hanger on properties that have dead ash trees that are visible from a City street or alley. The hanger would make the homeowner aware of the program and its parameters and encourage them to apply. Door hangers would primarily be placed on properties that

are within the Priority Areas. Additional door hangers would be left on properties that are outside of the Priority Areas but have visible diseased or dead ash trees. Information about the program would also be included in the City's free, quarterly newsletter to hopefully reach additional individuals.

Homeowners that apply for the program will self-certify their status as low income and staff will review each application to confirm if the homeowner lives in a Priority Area. Since 50% of the program funds will be dedicated to homeowners that live in Priority Areas, this will ensure that the program is reaching the priority populations. This program will remove 30 diseased ash trees, at least 15 of which will be in Priority Areas.

Priority Areas tend to have a lower overall canopy coverage. The City's goal is to see a new tree planted on each property where a tree was removed, ensuring that the canopy on these properties is restored. This program will plant 30 new trees, at least 15 of which will be in Priority Areas. Individuals whose trees are removed will be asked to indicate their preferred replacement species from a list of eligible options to ensure their input is incorporated.

Communications

The City plans to conduct outreach using multiple forms of communication including door hangers, the quarterly newsletter, social media, and the City's website. The City newsletter, social media, and website would be utilized for general communications about the program, including program details, eligibility information, and the application process. Door hangers would be used for targeted outreach to properties that are within Priority Areas and have a diseased or dead ash tree that is visible from the right-of-way.

The City has previously used its newsletter, website, and socials to share updates about UCF grants received and how the funding was utilized. Additionally, the City has regularly used these mediums to share general information about EAB, why it is an issue, and best management practices. The City's website has a page dedicated to information about EAB and best management practices.

Key Personnel

The project team will mainly consist of select City Staff, the City's contracted arborist, the City's future Conservation Corps member, and the contractors that will handle tree removals and tree planting.

- Monika Miller, Associate Planner- B.S. in Environmental Science, Policy, and Management, 4 years of grant management experience. Monika will be the primary staff member administering the program and will be responsible for communications, program operations, and grant reporting.
- Emily Ball, ISA Certified Arborist/TRAQ, B.S. Urban & Community Forestry, 20 years municipal forestry experience, WSB Forestry Program Manager will assist with specifications, best practices on tree removal, planting, as-needed training of Conservation Corps member and/or other technical review as needed by the city.
- Tree removal contractor- The tree care company will have liability insurance and an International Society of Arboriculture (ISA) Certified Arborist on staff, or Tree Care Industry Association (TCIA) accreditation, or equivalent certification. The tree removal contractor will be responsible for tree removals. The contractor will also be required to ensure that the wood from the tree removals will be turned into mulch or other soil amendment products.
- Tree planting contractor (Tree Trust)- Tree Trust will hold liability insurance and have a project lead with an International Society of Arboriculture (ISA) Certified Arborist on staff, or Tree Care Industry Association (TCIA) accreditation, or equivalent certification. Tree Trust will coordinate

the replanting process, from ordering the trees and tree bags to planting the trees on private property.

- Jaycie Korth, Conservation Corps Member. Jaycie is serving as the City's Conservation Corps member in 2026. Jaycie's service term is focused on urban forestry. Jaycie received several months of training from Conservation Corps prior to her start date. Jaycie will be responsible for program outreach, application review, site inspections, and education on care of the replacement tree.

Grant Requirements

All components and requirements within the Request for Application must be adhered to.

TREE REMOVALS AND PLANTING

- Planting trees can take place without removal.
- Tree removals from boulevards and parks, must be replaced at least one-for-one (i.e., at least one tree planted for every tree removed), and trees must be replanted at the same location of the removal whenever possible and feasible.
- Tree removals conducted in park woodlands:
 - For the purposes of this grant, park woodlands are defined as publicly owned spaces that, beyond trail creation or access, are not regularly mowed.
 - Removals in woodlands need to be mitigating a public safety concern or to address degraded ecosystems.
 - Removals must meet a minimum of one tree planted for five trees removed.
- Tree planting projects must follow the best practices set in [A Pocket Guide to Planting Trees](#).
- Tree planting projects must identify the tree species to be planted; site location(s); and number, and type/size of planting stock:
 - Trees planted must be a climate-adapted species to Minnesota.
 - The species identified for planting must increase the diversity of the community's tree canopy and advance the goal of working toward the 20-10-5 guidelines, meaning a community has no more than 20% of their trees within a single family, no more than 10% of their trees within a single genus, and no more than 5% of their trees within a single species. Numbers derived from the Minnesota Department of Natural Resources 2020 Rapid Assessment will be used unless an updated inventory is provided. For your community this means grant funds cannot be spent on purchasing:
 - *Acer* (maple): 26%
 - *Picea* (spruce): 13%
 - Tree species listed on the [Minnesota Invasive Terrestrial Plants](#) list are not eligible for grant expenses, including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, and tree of heaven.
 - Species list for trees to be planted must be submitted to and approved by DNR prior to planting.
 - Species list and numbers can be amended following the submission of tree inventory/survey data.
 - Tree stock must meet [ANSI Z-60.1](#) and can be:

- ¾-2 inch caliper bareroot,
- a container class size #20 or smaller, or
- balled and burlapped trees smaller than 2.5" caliper ([MNDOT Certified Landscape Specialist](#) training required by planting organization in order for B&B trees to be eligible).
- Flexibility is possible in instances where desired stock is unavailable.
- DNR recommends trees be purchased with a one-year warranty.
- All trees removed and planted on public property must be mapped and submitted as shapefiles, with the planted trees identified by species. If your community does not have access to shapefile-generating software, please contact the DNR at ucf.dnr@state.mn.us to discuss options for addressing this requirement.
- Projects that incorporate tree planting must submit a 3-year establishment plan with application.

RESIDENTIAL TREE CARE

- Work conducted on residential property must be completed by residents (tree planting only), or by tree care companies holding liability insurance and with a [MNDOT Certified Landscape Specialist](#), [International Society of Arboriculture \(ISA\) Certified Arborist](#) on staff, or [Tree Care Industry Association \(TCIA\)](#) accreditation, or equivalent certification.
- A link to, or paper copy of, the Forest Service's Tree Owner's Manual ([English](#) / [Spanish](#)) must be provided to residents receiving a newly planted tree.
- For activities on residential land, a formal agreement between the resident and the Community Tree Planting Grant recipient is required. Each residential agreement must contain the following language:
 - *The State of Minnesota is released from any liability associated with work completed on private property.*
 - *Access is granted by the landowner for all planned activities within agreement; this may include, but is not limited to, planting, follow-up maintenance, monitoring, or other on-site work.*
 - *I will plant and care for my tree according to the Tree Owner's Manual for as long as it is within my right to do so.*

Requesting Reimbursement and Reporting

Accomplishment reports must be submitted by the following deadlines: Update - June 8, 2026; Update - December 8, 2026 Update; Final Report - June 30, 2027.

If two successive updates are missed, DNR staff will contact grantee requesting a grant progress update and explanation of why grant reporting has been late. If a report is not received within 60 days of the request, DNR will assume work is not being conducted and begin steps to close-out the grant contract and reallocate funds. This may result in a grant agreement being closed out early, and DNR staff noting in the grant closeout report the lack of performance and contract compliance by the grantee.

If within two successive updates necessary progress has not been made in accomplishing work within the grant contract, DNR staff may request a meeting to discuss why progress is not being made and may begin steps to close-out the grant contract and reallocate funds. This may result in a grant agreement

being closed out early, and DNR staff noting in the grant closeout report the lack of performance and contract compliance by the grantee.

The following documentation is required to obtain reimbursement unless specifically described.

- Partial payment form along with invoices and proof of payment for grant-funded purchases,
- Cash Match form along with proof of payment (as applicable), and
- In-Kind Match form (as applicable)
- Accomplishment reports will include grant contract deliverables and their impacts
- Photo documentation of the project's progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results
- All trees removed, stumps ground (if not connected to a removed tree), and planted will be mapped and submitted as shapefiles, with the planted trees identified by species and size, to obtain grant fund reimbursement. If your community does not have access to shapefile-generating software, please notify your DNR Urban and Community Forestry Team Member, and they will work to assist you. Maps must:
 - Identify the location of trees that have been removed
 - Identify the location of stumps that have been ground
 - Identify the location and species of trees that have been planted

All complete reimbursement requests received by the deadlines will be reviewed by DNR staff. Provided that the grantee is in compliance with all terms of the Request for Application and grant contracts, verified project activities and eligible expenses will be reimbursed up to 90%, with 10% retained until the project is completed.

Accommodations may be offered in select circumstances, and in accordance with Office of Grants Management policies, at the discretion of the agency. Please reach out to DNR staff at ucf.dnr@state.mn.us for more information on requesting accommodations.

Following the submission of invoices and accomplishment reports, a compliance check will be conducted by Minnesota Department of Natural Resources staff. Staff will do a site evaluation ensuring that grant work has been properly completed including tree removals are accurately reported on and stump grinding was complete if applicable, tree species submitted on maps are correctly identified and planted in accordance with the standards set in the Minnesota Department of Natural Resources [Pocket Guide to Planting Trees](#), trees treated are properly tagged and identified, etc.

Ineligible Project Expenses

Ineligible project expenses include, but are not limited to:

- Costs incurred prior to the start date of the fully executed grant agreement.
- Purchase of trees listed on the [Minnesota Noxious Weed List](#), or the DNR's [Invasive Terrestrial Plants List](#), including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, and tree of heaven.
- Purchase of balled and burlapped trees larger than 2.5" caliper, containerized trees larger than #20, or bareroot trees greater than 2" caliper diameter.
- Purchase of tree species in a genus that already makes up 10% or more of the community's trees or in a family that makes up 20% or more of the trees.

- Purchase of plants other than trees, such as shrubs, living ground covers, sod, grass seed, and flowers.
- Purchase of land or easements.
- Major soil purchases, grade changes or construction.
- Capital expenditures (items with a unit cost of \$5,000 or more), such as buildings, motor vehicles, trails, or other permanent structures.
- Experimental practices not approved by DNR.

Questions about additional eligible or ineligible expenses can be directed to ucf.dnr@state.mn.us.

Grant Performance

Grant performance will be reviewed on timeliness, budget management, reporting and documentation, meeting outcomes and deliverables, responsiveness and communication, and acknowledgement and reflection on grant performance. This information may be considered during future grant application and award processes.

Acknowledgments

Minnesota Department of Natural Resources

The Minnesota Department of Natural Resources needs to be acknowledged in publications, audiovisuals, and electronic media developed as a result of this award.

- Including any publications or outreach materials related to this grant or agreement, a statement of affiliation with Minnesota Department of Natural Resources, e.g., “This publication made possible through a grant from the Minnesota Department of Natural Resources.” OR “This project was conducted in cooperation with the Minnesota Department of Natural Resources.”
- Logo is permitted for use and can be obtained by contacting the UCF Team.

3-Year Tree Establishment Plan Template for Newly Planted Trees

Organization/LUG: City of South St. Paul

Year and Season of Planting: Fall 2026, Spring 2027

Project Coordinator: Monika Miller

Phone: (651) 554-3272

Email: mmann@southstpaul.org

of Trees to be Planted: 30

Size (caliper for deciduous, height for conifers): #10-#15 containerized

Type of Stock to be Planted (Bare root, etc.):

Containerized

Describe how the activities below will be completed.

1. Tree Establishment Personnel

- a. Describe who is responsible for maintaining new trees to ensure establishment.

All of the trees planted through this grant will be planted on private property. The private property owner will be responsible for maintaining the new trees.

- b. Volunteers, homeowners, or inexperienced staff that will provide maintenance should receive basic training and literature on proper maintenance techniques. Is training needed and how will you do it?

Yes, homeowners will need training about proper tree maintenance and it will be provided as part of the program. The City will be partnering with Tree Trust to get the trees planted to ensure they are planted correctly. In addition to providing homeowners with a link to the Forest Service's Tree Owner's Manual, the City will

- c. How will you inspect tree maintenance work periodically to make sure it is being done correctly?

Given that work will be taking place on private property, the City will not be going onto the property regularly to confirm maintenance. Homeowners will be encouraged to reach out if they have questions about maintenance.

2. Tree Watering Process

Describe in detail how trees will be watered, the time period and frequency of watering. Trees should be watered weekly for the first 3 to 5 years when the ground is thawed unless it has rained 1 inch in a week.

The City will provide information to the homeowner about proper watering practices for new trees. As part of the program, the City will provide a watering bag to each homeowner to simplify the watering process. Homeowners will be instructed to fill the bag once a week unless there has been 1 inch of rain that week. Homeowner will be encouraged to use the bag for the first two to three years after the tree is planted.

3. Mulching Trees

Will you mulch your trees and if so, how will you maintain mulch?

Mulch will be installed around each tree at time of planting. The mulch will follow the 3-3-3 rule. Homeowners will be encouraged to maintain the mulch after the initial year.

4. Staking and Tying Trees

Explain if staking is necessary due to mowing, vandalism, or wind conditions, and describe plans for inspection and removal.

Staking will be provided at time of planting if it is deemed necessary by Tree Trust. The City will not inspect staking after the initial planting and the homeowner will be encouraged to reach out if they have questions or concerns about the stakes.

5. Checking Tree Health

The grantee will check trees every 6 – 12 months to identify and address problems. Describe inspection process and follow-up.

Staff and/or the City's Conservation Corps member will check in with the homeowner 6-12 months after the tree installation to see if they have any questions or concerns about their tree.

6. Tree Protection

Young trees in busy urban areas may be easily damaged by human activity, animals, and equipment. Describe how planted trees will be protected.

Each tree will have a mulch ring around it which will help prevent damage from common lawn maintenance equipment. The tree bag provided with each tree will help prevent damage from animals.

7. Pruning

Newly planted trees should need little pruning, if they were properly cared for in the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and corrective pruning can be done if needed. Describe your pruning maintenance cycle.

Homeowners will be encouraged to follow best pruning practices which will be described in the educational information provided.

8. Tree Warranty

Tree planting should include a warranty from the nursery for replacement (due to poor condition or mortality). The grantee should be prepared to fully replace all trees that are in poor condition or die prior to inspection at the end of the project grant agreement, unless loss was due to natural disaster. Describe your tree warranty or how trees will be replaced.

All trees planted would come with a 1-year warranty.



Requirements for DNR grantees

Effective date: January 31, 2026

The following policies apply to all DNR grants, except where specifically noted. These requirements are in addition to requirements in program-specific manuals. In case of any conflicts with an existing grant program manual, the stricter document will control.

Questions about these requirements should be directed to the grant specialist for your grant program. Questions may also be directed to grantsteam.dnr@state.mn.us. When sending an email to this address, please include information on your grant funding source, program, and question.

Admin's Office of Grants Management policies

Under [Minn. Statutes, section 16b.97 subd. 2](#), the Minnesota Department of Administration is required to create general grants management policies and procedures applicable to all state agencies. Admin's OGM implemented grant policies for the State of Minnesota. Please review [OGM grant policies](#) (select the Current Policies tab). Information especially relevant to grantees is summarized below. Unless otherwise noted, these policies do not apply to bonding grants and grants under [Minn. Statutes section 16A.86](#) or [section 16A.642](#).

Grants conflict of interest (OGM Policy 08-01)

All grantees must sign a conflict-of-interest disclosure form or certify they will disclose conflicts of interest when signing their grant agreements/grant award notifications. Grantees must also maintain a written standard of conduct covering conflicts of interest and governing the actions of their employees or board members engaged in the selection, award, and administration of contracts. State staff may request this written standard when conducting grant monitoring activities or if otherwise relevant. These requirements apply to all grants, including bonding grants and grants under Minn. Statutes section 16A.86 and section 16A.642.

OGM Policy 08-01 states that a conflict of interest occurs "when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it." Per the OGM policy, there are several types of conflicts of interest:

Actual conflict of interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential conflict of interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interest.

Individual conflict of interest

A conflict of interest that may benefit an individual employee or a grant reviewer is any situation in which their judgement, actions, or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to an immediate family member, business, or organization with which they are involved.

Organizational conflict of interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee, or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors

Use of grant contract agreements and grant award notifications (OGM Policy 08-04)

All grants need a written grant contract agreement or grant award notification. State agencies cannot award a grant to a grantee that is on either the [suspension or debarment lists for the state of Minnesota](#) or the federal government. If a grantee becomes suspended or debarred, that may be cause for the State to cancel their grant.

Grant agreements/GANs must contain a provision for the grantee to clearly post on the grantee's website the names and contact information for the grantee organization's leadership and the person(s) who directly manages and oversees the grant.

A fully executed copy of the grant agreement or GAN and all relevant records must be kept on file for a minimum of six years from the end date, receipt, and approval of all final reports, OR the period of time required to satisfy all state and program retention requirements, whichever is later.

Grantees must complete work in accordance with the terms and conditions of their grant agreement/GAN. Work not covered under the grant agreement/GAN will not be reimbursed without a prior amendment request.

Public questions and comments concerning fraud and waste in state grants (OGM Policy 08-05)

OGM will serve as the central point of contact for questions and comments about fraud and waste in state grants and about the violation of statewide grants policies. OGM will also respond to other public questions and concerns about state grants.

Grant payments (OGM Policy 08-08)

State agencies may not issue grant payments until the funds are encumbered, and the grant agreement is fully executed, or the GAN is completed.

Reimbursement is the State's preferred method for making grant payments. DNR grants operate on a reimbursement basis, unless the grant agreement/GAN contains explicit language specifying otherwise.

Grantee reimbursement requests must correspond to the line items in the approved grant budget. Grant managers must review each reimbursement request against the approved grant budget, grant expenditures to date, and the latest grant progress report before approving payment. If grant managers see a discrepancy or have any questions about reimbursement requests and/or related documentation, they will follow up with the grantee.

Any deviation from this policy must be approved by the agency wide grants manager prior to signing a grant agreement/GAN and must be in accordance with state laws and OGM policies.

Grants in which the payment terms are defined in statute are not covered by this policy.

DNR reimbursement procedures

- Grantees must pay for project expenses before seeking reimbursement from the grant and should only request reimbursement for paid expenses. Expenses are reviewed and those deemed eligible are then reimbursed under the terms of the agreement/GAN with the State of Minnesota.
- Grantees are not allowed to request reimbursement for invoices from a vendor that have not yet been paid by the grantee. Please also see the Proof of Payment section below.
- Grantees can expect to be reimbursed within 30 days of the DNR receiving a complete and accurate reimbursement request. If documentation to process the request is missing, or the request has discrepancies or incorrect information, the 30-day clock does not start until all necessary information has been submitted to the DNR and the request has been deemed complete and whole.
- The DNR will pay final reimbursement when the state determines that the grantee has satisfactorily fulfilled all the terms of their grant agreement/GAN, unless a grant term is altered or excluded by the DNR in writing.

Grantees should keep the following documentation on file for monitoring and audit purposes:

- Proof of payment of grant expenses (e.g. copies of cancelled checks, electronic bank statements, etc.)
- Contracting/purchasing bidding documentation
- Organization's conflict of interest policy

- Prevailing wage documentation (if applicable): project assessment form, certified payroll reports, etc.

Grant progress reports (OGM Policy 08-09)

Grantees are required to submit written progress reports at least annually until all grant funds have been expended and all the terms in the grant agreement/GAN have been met. Information requested in a grant progress report may include (but is not limited to): goals and objectives, activities, outcomes, challenges, lessons learned, and financial information. State agencies cannot make grant payments on grants with past due progress reports (unless the agency has given the grantee a written extension).

Grant monitoring (OGM Policy 08-10)

All state grants over \$50,000 are required to have at least one monitoring visit before final payment is made. All state grants over \$250,000 are required to have annual monitoring visits. In-person visits are preferred where possible, but telephone or virtual visits are also used where reasonable.

The purpose of a monitoring visit is to review and ensure progress towards the grant's goals, address any problems or issues before the end of the grant period, and build a relationship between the agency and grantee.

For state grants over \$50,000, state agencies must conduct a financial reconciliation of grantees' expenditures at least once before final payment is made. A financial reconciliation involves reconciling a grantee's request for payment for a given period with supporting documentation (e.g. purchase orders, receipts, payroll records, etc.) for that request.

If previously reimbursed costs are found to be ineligible upon further review during monitoring (or at any other point during the grant period), repayment of those costs or other corrective action may be required.

Proof of payment

The State requires proof of payment documentation to ensure that funds are being provided on a reimbursement basis. The grantee must maintain proof of payment documentation and make it available when requested by the State. Proof of payment documentation may include:

- A copy of a bank statement with photocopies of cleared checks
- An electronic bank statement
- A copy of cancelled checks or other certified financial records
- Employee original time records and payroll documentation

Cost share/required match

For grants which require cost share or match, the requirements for documenting work completed or expenses incurred as match are the same as for expenses for which grantees are requesting reimbursement. The State may disallow otherwise-eligible costs for reimbursement if the grantee cannot provide proof of the expenses being used as match.

For grants with in-kind match (i.e. non-cash donations of a good or service), grantees should provide documentation similar to a payment request.

If the in-kind match is volunteer time, grantees will need volunteer logs and to show the calculation used to convert volunteer hours to time. If the in-kind match is something other than volunteer time (e.g. use of equipment, or donated materials), grantees must perform due diligence to determine how much the in-kind match would cost. For example, if the in-kind match is a land donation, the documentation should include an appraisal. If the in-kind match is use of equipment, the documentation should demonstrate a realistic cost for the type of equipment and amount of time.

Legislatively mandated grants (OGM Policy 08-11)

State agencies must manage legislatively mandated grants with the same level of oversight (including monitoring) applied to other state grants, while respecting and maintaining the legislative intent.

Grantees for legislatively mandated grants must submit a work plan and budget. The grant agreement/GAN must be based on the legislation, the grantee's work plan and budget, and negotiations between the state agency and the grantee.

Grant amendments (OGM Policy 08-12)

During the grant period, it may be necessary to make changes to the grant contract agreement/GAN. Generally, these modifications could include changes to the grant timeframe, to the scope of work, or to the budget categories.

A formal grant contract amendment is required for any changes. Should a situation arise that requires any changes to the project, it is the grantee's responsibility to communicate immediately with the DNR grants specialist.

The purpose of grant amendments must be similar to the original purpose of the grant and the grantee duties should be within the scope of the original RFP/notice of grant opportunity/application.

If an amendment is allowed, it must be fully executed before additional costs can be incurred.

Contracting and bidding

Competitive bidding needs to follow a fair and transparent public process.

Grantees must not contract with vendors or subcontractors who are on the suspension or debarment lists for either the State of Minnesota or the federal government.

Grantees must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the entities below are used when possible:

- [Minnesota Department of Administration's Certified Target Group, Economically Disadvantaged, and Veteran-Owned Vendor List](#)

- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and the City of St. Paul: [Central Certification Program](#)

Grantees must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable. Grantees must retain the following documentation in the project file:

- Copies of executed subcontract agreements
- A copy of the request for proposal/request for quote, all submitted bids, and the bid tabulation (if applicable)
- Written documentation that describes the rationale for selection of each subcontractor
- Documentation of the contract/bid approval, if required by grantee internal controls (such as meeting minutes)

This documentation may be reviewed during monitoring visits or when requested by the state.

Contracting and bidding for political subdivisions of the state

In addition to the general contracting and bidding requirements above, municipalities (defined in Minn. Statutes, chapter 471.345 subd. 1 as a county, town, city, school district, or other municipal corporation or political subdivision of the state authorized by law to enter into contracts) must also follow the [Uniform Municipal Contracting Law](#).

Contracting and bidding for non-governmental organizations

In addition to the general contracting and bidding requirements at the beginning of this section, non-government organizations must follow the contracting policies/procedures below.

Contracting and bidding for Tribal governments

Tribal governments are subject to neither the Uniform Municipal Contracting Law nor the DNR contracting policies/procedures below. Tribal governments are subject to the contracting and bidding procedures of their own governance.

Contracting and bidding thresholds and process

- Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded, based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- Grantees must use an RFP/RFQ process to competitively select professional and technical services.

- The advertisement for bid processes must allow for fair competition among potential qualified bidders.

Prevailing wage

Prevailing wage ([Minn. Statutes, sections 177.41-177.45](#)) is the minimum hourly wage employers must pay certain workers who work on construction and public works projects funded by state dollars. Prevailing wage includes the employer's cost of benefits. Other prevailing wage information can be found at the [Minnesota Department of Labor and Industry](#). Prevailing wage rules apply to any grant award of \$25,000 or more that qualifies as a "project" per the following definition:

Project: demolition, erection, construction, alteration, improvement, restoration, remodeling, or repairing of a public building, structure, facility, land, or other public work, which includes any work suitable for and intended for use by the public, or for the public benefit, financed in whole or part by state funds. "Project" also includes demolition, erection, construction, alteration, improvement, restoration, remodeling, or repairing of a building, structure, facility, land, or public work when the acquisition of property, predesign, design, or demolition is financed in whole or part by state funds (Minn. Statutes, section 177.42).

If the award is \$25,000 or more and contains activities in the work/accomplishment plan that qualify as a "project" per the definition above, prevailing wage rules in Minn. Statutes, sections 177.41-177.44 apply. If you are unsure if a project is subject to prevailing wage, ask the grant specialist for a copy of DLI's Project Assessment Form. Grantees must complete the form and return it to the grant specialist. Once ready, the DNR grant specialist will submit it to DLI and copy the grantee on the e-mail.

When prevailing wage applies, all bid requests and RFPs must state that the project is subject to prevailing wage to ensure that incoming bids have factored prevailing wage rates into their submittal. A prevailing wage form should accompany these bid submittals.

Grantees must retain documentation in the project file either the prevailing wage forms, or a notice from DLI that the project is not subject to prevailing wage.

Fraud reporting

In addition to OGM policy, various state statutes govern reporting of suspected fraud or misuse of state dollars.

State workers with information indicating that public resources (including public money) may have been used for an unlawful purpose must report that information. Any other person with such information is strongly urged to report that information. The DNR takes a "no wrong door" approach for reporting suspected fraud; essentially, the DNR encourages its workforce to report suspected fraud to any DNR supervisor or member of agency leadership, who will connect the person reporting to the correct contact or procedure, as needed.

All state agencies are required to report suspected fraud cases to the [Department of Revenue](#) for tax fraud investigation, in addition to referring all allegations of suspected fraud to the [Office of the Legislative Auditor](#) and the Minnesota Bureau of Criminal Apprehension's [Financial Crimes and Fraud section](#)

(mnfraud.bureau@state.mn.us or 651-739-3750). Grantees may report suspected fraud directly to these agencies, as well, or to their DNR grant manager or any DNR employee.

Requirements for working on state land

When working on state land, grantees must follow all applicable policies and requirements of that land. Grantees should work with the appropriate management staff for the state land to determine these requirements. Insurance is required to do work on state land, following the [requirements of Admin](#).

Audits

Under [Minn. Statutes, chapter 16B.98 subd. 8](#), the state (the grantmaking agency, state auditor, attorney general, legislative auditor, Admin, etc.) has the right to perform programmatic or financial audits of the grantee. The grantee's books, records, documents, and accounting procedures and practices relevant to the grant are subject to state examination for a minimum of six years from the expiration or termination of the grant agreement/GAN, receipt and approval of all final reports, or the required period of time to satisfy state and program retention requirements, whichever is later. This provision is also included in grant agreements/GANs.

Records retention

Grantees must maintain a file for each project with all project agreements, correspondence, and the records pertaining to project expenses requested for reimbursement. Project records are required for monitoring/audit purposes and must be readily available for review. As with all provisions of the grant agreement/GAN, if the state finds a failure to comply, the State may take action, including immediate termination of the grant agreement/GAN with cause, refusal to disburse additional funds, and/or requiring the return of all or part of the funds already disbursed.

All records related to the project must be retained for a minimum of six years from the grant agreement/GAN end date, or the receipt and approval of all final reports, whichever is later. Some grant funds require permanent retention of the grant records, and in those cases, that requirement supersedes the six-year standard.

Data practices

- Grantees must comply with the [Minnesota Government Data Practices Act](#) as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the grantee under their grant agreement/GAN. If a grantee receives a request to release this data, the grantee must immediately notify the State. Following this notification, the State will provide instructions to the grantee concerning the release of data.
- Grantees should instruct and train their staff regarding the governing privacy and data practices provisions; maintaining data in a secure manner; and limiting access to work duties and assignments.

- Grantees must mitigate risks associated with the unauthorized access or data breach and report to the DNR any real or perceived security or privacy incident regarding any private data in accordance with MGDPA.
- Grantees are not permitted to use private data with artificial intelligence services unless it is approved through the DNR/Minnesota IT vendor security risk and compliance process. AI services are reviewed and verified through a process that includes understanding the AI's training, ownership of data and level of security.



Conflict of Interest:

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement, we will monitor and report any actual, potential, individual, or organizational conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date (check one of the two boxes below):

- ☐ I do not have any conflicts of interest relating to this project.
- ☐ I have an actual, potential, individual, or organizational (*indicate below*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: _____ Date: _____

Grantee AR's Signature: _____

Organization Name: _____

Project Name: _____

Legal Citation: ML_____, Chapter _____, Article ___, Section ___, Subdivision _____

State AR's Printed Name: _____ Date: _____

State AR's Signature: _____



CITY COUNCIL AGENDA REPORT

DATE: May 18, 2026
DEPARTMENT: Finance
PREPARED BY: Clara Hilger
AGENDA ITEM NUMBER: 8.I.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Transfer of 2025 General Fund Unassigned Fund Balance to the Capital Programs Fund.

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve the transfer of excess 2025 General Fund Unassigned Fund Balance to the Capital Programs Fund.

OVERVIEW

In December 2014, the City Council updated the Liquidity-Fund Balance Policy to state that, “The General Fund shall enter a new budget year with an unassigned fund balance that is in the range of 35-50% of the new year’s budgeted expenditures...”

At the end of 2025, the General Fund had an Unassigned Fund Balance of \$12,138,849 which exceeded 50% of the 2026 General Fund budgeted expenditures by \$535,883.

Staff requests formal approval of the transfer of \$535,883 from the General Fund to the Capital Programs Fund.

SOURCE OF FUNDS

2025 General Fund Unassigned Fund Balance

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: May 18, 2026
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 8.J.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Proposal for Construction Services with SEH for the 2026 Lead Service Line Replacement Project

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to Approve Proposal with SEH in the amount of \$258,081.00 to perform construction inspection and administration for the 2026 Lead Service Line Replacement Project (Project No. 2025-04)

OVERVIEW

Bituminous Roadways, Inc. was awarded a construction contract for the 2026 Lead Service Line Replacement Project at the May 4, 2026, City Council Meeting. The City requires the services of a consultant to provide contract administration, construction inspection, and assistance with resident communication on a project of this size and complexity. SEH was retained to prepare plans and specifications and is uniquely qualified to provide construction engineering services for this project.

SEH provided the attached proposal for construction engineering services. The proposal has a total not to exceed amount of \$258,081.00. Staff reviewed the proposal and recommends that the Council approve the proposal with SEH for construction services in the amount of \$258,081.00.

SOURCE OF FUNDS

The project will be funded through the Water Utility Fund with reimbursement from the State's Drinking Water Revolving Fund.

ATTACHMENTS

1. SEH Proposal for 2026 LSLR Construction Services

May 12, 2026

RE: Proposal for 2026 Construction Services
LSLR Project
SEH No. SSTPA 186425 14.00

Kelsey Gelhar
City Engineer
City of South St. Paul
125 Third Avenue N
South St. Paul, MN 55075

Dear Ms. Gelhar:

The City of South St. Paul is dedicated to providing safe drinking water to all residents and plans to replace around 394 known lead or galvanized water services as part of this project.

To assist the City with this endeavor, Short Elliott Hendrickson Inc. (SEH®) is pleased to provide this proposal to provide engineering and construction services for this LSLR project. This project will result in critical improvements to the existing water infrastructure by removing known lead and galvanized water services. Our team has identified the following aspects of the project that will be key to its success:

- Consultant with capacity and depth of resources to complete the work.
- Utilizing a project controller for communication with homeowners.
- Experienced construction staff, working as an extension of City staff, who can identify the basement modification needed while being personable with residents.

Short Elliott Hendrickson Inc. (SEH®) has intentionally formed our team to provide the right experience and technical knowledge to address these critical success factors and make this lead service line replacement project a success. This proposal is based on conversations with City staff and our knowledge of similar projects. We are confident the team and approach outlined here will lead to smooth project delivery.

PROJECT UNDERSTANDING

Lead was a common material used for water services in the City of South St. Paul. Since that time, many studies have traced potential negative health impacts back to this material. Although the City has replaced lead services in the past, most utility reconstruction projects include replacing services from the main to the curb stop at the right-of-way line. The City continues to inventory the remaining lead and galvanized services and the most recent MDH approved inventory shows 743 lead, 175 galvanized, and 87 unknown lines still in service throughout the City. Most lead pipe is located between the water curb stop and individual homes, which is considered the private portion of the water services.

The City of South St. Paul is dedicated to removing lead services lines and is prioritizing areas with properties used disproportionately by children and disadvantaged communities. The City will use funding through the Minnesota Department of Health Public Facilities Authority (PFA) to complete further lead service line replacements.

The City is planning to replace the existing lead service with new Type K copper service pipe. Using a combination of utility data, project records, and inspection findings will help determine the type of service replacement that is required. The majority of properties will only need a portion of the service replaced. If an atypical service connection is identified, **SEH will work with the City to develop the best solution.**

OBJECTIVES

The outcome of this lead service replacement will be **improved and safer drinking water** for residents while utilizing available funding and **limiting the financial burden** on residents. To address this project's critical success factors, we offer the following qualifications and overall approach:

- Complete Full and Compliant Service Line Replacements for 2026 Construction Season
- Maintain Public Health Protection During Construction
- Ensure Regulatory Compliance (Both State and Federal)
- Deliver Accurate Documentation and Inventory Updates
- Provide Quality Construction Oversight and Verification

WORK PLAN AND PROJECT APPROACH

Tasks 1-4: Design and Bidding Services

Tasks 1-4 for Design and Bidding Services were previously completed. In keeping with the current project approach and task designation, Construction Services are listed as Task 5.

Task 5: Construction Services

As an extension of the City's construction services team, we will observe construction activities to ensure compliance, track the contractor's work, measure quantities, document pay items and capture as-built information. Communication plays an important role during a successful project. Our staff will maintain regular communication with the City's project team, the Contractor, residents and others impacted by the work.

Construction Administration

Specific construction administration duties to be provided by the SEH team will include:

- Attending the preconstruction meeting
- Conducting weekly project meetings with the City, contractor and other impacted parties
- Reviewing Shop Drawings for consistency with plans, specifications and City standards
- Preparing documentation and recommendations for Change Orders
- Reviewing the construction schedules and providing comments on discrepancies
- Entering quantities and documentation into payment applications
- Providing as-built survey data, record drawings and water service cards
- Providing final construction documentation including field notes, material verifications, punch lists, quantity measurements, correspondence and project reports

Construction Observation

Specific construction observation duties to be provided by the SEH team will include:

- Coordinating daily with contractor and assuring work items have adequate oversight
- Documenting the contractor's progress each day including field conditions, work locations, erosion control, traffic control, photos, issues and resolutions
- Reviewing material to be incorporated into project for compliance with the contract
- Measuring, verifying and recording pay items for pay estimates
- Capturing accurate as-built data per the City of South St. Paul Record Drawings Standards
- Preparing daily inspection reports and weekly summaries to be submitted weekly
- Coordinating with the City's material testing firm so all tests are performed in a timely manner
- Communicating regularly with property owners so they are informed and prepared
- Providing daily updates to the City's project team addressing progress, schedule and issues
- Communicating promptly with the City if problems arise like non-conforming work or safety
- Maintaining a project punch list so items can be corrected prior to final payment
- Conducting a final inspection of each property including photos
- Coordinating, conducting and documenting the One-Year warranty inspection

- Budget has been included for post construction testing and sampling of water in any residence where a replacement is scheduled

PROJECT TEAM

We have selected our team members to successfully deliver this critical project with you. This includes a project manager who has experience guiding projects through the required tasks and deadlines. Our team also includes technical personnel for specific issues such as site visits, design, and construction. We have provided information about our key team members and their experience below.



Brian Hare, PE – Project Manager and QA/QC Manager

Brian will be the overall project manager and primary contact for the City and all project related communications. He will also lead the utility design tasks for the project. Brian will review the project schedule regularly with the team and City to ensure deadlines are understood

and the progression of tasks is fully met in terms of achieving critical milestones and project expectations. He has extensive experience as a project manager in the municipal engineering field and working with City utility staff. Brian's expertise includes municipal design, groundwater treatment, roadways, flood control and drainage management, gas pipeline services and management, sanitary sewers and force mains, cast-in-place pipe (CIPP) lining, water main replacement, and water main horizontal directional drilling (HDD) projects.



Connor Burke, PE –Assistant Project Manager

Connor will serve as Assistant Project Manager and help oversee our quality control for the project. Connor has extensive experience in lead service line projects along with project management, preliminary and final design, cost estimating, detailed plan preparation, permitting,

agency coordination, public involvement, and construction engineering.



Cory Ascheman, PE – Constructability Review

Cory will conduct constructability review for the project. Cory has 22 years

of experience working on a wide variety of projects ranging from small developments to large MnDOT projects. Cory has worked on multiple lead water service replacement projects including project management, resident communication, in-home inspection, and design. He will work closely with the team and our design staff to ensure plans and specifications are constructible and align with prior lead replacement successes.



Kirsten Reub – Project Controller

Kirsten will be responsible for engagement and homeowner outreach along with tracking the status of each individual property. Kirsten has been integral in delivering a consistent product

to the residents for in-home inspections for lead service projects. This includes our recent work with the City of Duluth, as well as several other communities within the state.



Tylor Schwarz, GISP – Project GIS Analyst

Tylor will provide support for data collection and filtering data for construction drawings.

He is a project GIS analyst with experience creating maps and visualizations, analyzing and interpreting spatial data, and creating applications to enhance the presentation of data using ArcGIS Online products including Dashboards, Collector for ArcGIS, and Field Maps.

PROJECT SCHEDULE

The following is a short summary of the project schedule, please refer to the attached project schedule for more detail.

Construction Services Proposal Letter Request.....	May 2026
Proposal Letter Due.....	May 12, 2026
Council Approval to Award Contract.....	Mid May, 2026
Send Out Resident Notifications	Mid May, 2026
Contractor to Begin Potholing	May 19, 2026
Contractor to Begin Construction	June 2026
Substantial Completion.....	October 30, 2026
Final Completion.....	November 25, 2026
Project Close-Out	December 2026
Post Construction Water Sampling and Testing.....	March 2027

COMPENSATION

The team has carefully assessed the tasks and activities associated with the City of South St. Paul's proposed LSLR project. In response, we have provided our understanding and approach and assumptions that lead us to our fee as outlined in the summary and detailed task hour worksheet that follow. We have developed our fee to capture the true cost for efforts that could be needed to successfully deliver this complex project. As we are proposing this work to be billed as a not-to-exceed format, if we can design the project and perform our proposed construction phase services within the restraints - avoiding conflicts, mitigation and with minimal right-of-way impacts - the estimated budget will not be fully utilized.

GENERAL SERVICES AGREEMENT

This letter, Exhibit A-1, Exhibit B, the City of South St. Paul Letter of Engagement (LOE), and the existing Professional Services Agreement between the City of South St. Paul, MN and SEH shall form the full agreement for this proposed project. This agreement may only be modified in writing and if signed by both parties.

SUMMARY

Thank you for considering our proposal. My team and I are excited and ready to get to work. If you have any questions or concerns regarding this proposal, please do not hesitate to contact me at 218.220.8160 or bhare@sehinc.com.

Sincerely,
SHORT ELLIOTT HENDRICKSON INC.



Brian Hare, PE
Client Service Manager
(Lic. MN, IA)

Attachment: Project Fee Spreadsheet

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Summary - Project Level of Effort Estimate

2026 CONSTRUCTION SERVICES

PROFESSIONAL SERVICES

LEAD SERVICE LINE REPLACEMENT PROJECT

City of South St. Paul

South St. Paul, MN

SEH Project # 186425

LEAD SERVICE LINE REPLACEMENT PROJECT	SEH Staff Hours	Labor Costs	Expenses	Subconsultant Costs	Total
CONSTRUCTION PHASE					
Task #5 - Construction Services					
Construction Administration	222	\$38,270	\$0	\$0	\$38,270
Inspection	1,300	\$164,949	\$3,953	\$0	\$168,901
Construction Documentation	228	\$31,034	\$3,875	\$0	\$34,909
Expenses	-	\$0	\$16,000	\$0	\$16,000
Subtotal Task #5	1,750	\$234,253	\$23,828	\$0	\$258,081
ESTIMATED PROJECT TOTALS	1,750	\$234,253	\$23,828	\$0	\$258,081

Assumptions
Assumes Contractor will have enough crews to complete 394 service replacements in 2026
Construction services contract is estimated through the end of 2026.
Assumes Contractor can complete 2-4 services per day with 2 crews
Assumes any remaining RPR work for 2027 can be amended to the Contract at the request of the City.
Assumes full time inspection while contractor is on site or in home.
Estimated hours includes time for federal submittal, BABA compliance, GIS updates to City and MDH, updated record info to City and plumbing dept
Assumes water samples and testing to be completed for all replacements. Testing/sampling costs to be directly contracted with City.
Inspection hours assume 3 installs per day, 5 days/wk, for 20 wks. Additional hours can be contracted if requested by City.

Agreement for Professional Services

This Agreement is effective as of May 12, 2026, between City of South St. Paul (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2026 Lead Service Line Replacement Project**.

Client's Authorized Representative: Kelsey Gelhar
Address: 125 3rd Avenue North, South St. Paul, MN 55075
Telephone: 651-554-3219 **email:** KGelhar@southstpaul.org

Project Manager: Brian Hare
Address: 10901 Red Circle Dr – Suite 500, Minnetonka, MN 55343
Telephone: 218-220-8160 **email:** bhare@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Scope of Services: See Exhibit A-1.

Schedule: See Exhibit A-1.

Payment: See Exhibit A-1.

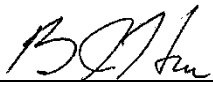
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.

City of South St. Paul

By: 
Full Name: _____
Title: Client Service Manager

By: _____
Full Name: _____
Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-1
to Supplemental Letter Agreement
Between South St. Paul (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated May 12, 2026

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

x:\pt\sl\stpa\common\client maintenance\p177306 lsir project\2026 construction services\4_exhibit a1_bjh_051226.docx

Exhibit B
to Supplemental Letter Agreement
Between South St. Paul (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated May 12, 2026

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- 6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
 - 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
 - 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 - 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 - 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 - 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 - 12. Completion:
 - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

document1

2026 Construction Services for Lead Service Line Replacements

City of South St. Paul

SEH Project # 186425

May 12, 2026



Project Role	PM	APM	C/A	Contoller	GIS Analyst	RPR	RPR	Construction	Accounting	Admin	Subs & Expenses	
Employee Name (s)	Hare	Burke	Cossalter	Rueb	Schwarz	Krummel	Wolf	Ascherman	Miller	Bergusson		
Task #5 - Construction Services												
5.1 Construction Administration												
Construction Management, Coordination, Invoicing, Etc	60	20	24	40					8			152
Preconstruction Meeting	2	2										4
Project Set-up, Plan and Shop Drawing Review		8					8	2				18
Federal Documentation / Submittals / CPRs / Wage Rate Review										48		48
Subtotal Hours	62	30	24	40			8	2	8	48	N/A	222
5.2 Inspection												
Chief Inspector Regular Hours						1020					\$ 3,293.75	1020
Asst Inspector Regular Hours (to cover weekend and holiday work)							180				\$ 581.25	180
Final Punchlist (Walk Through)		4				40					\$ 77.50	44
Weekly Meetings & Minutes (Assumed Covered under Reg Hours)	16	16										32
One-Year Warranty Inspection	4	4				16						24
Subtotal Hours	20	24				1076	180				N/A	1300
5.3 Construction Documentation												
Quantity Calculations / Field Measurements												
Change Order Preparation												
Contractor Schedule Review		8										8
Daily and Weekly Inspection Records												
Prepare and Enter Progress pay Requests												
Record Drawings / As-builts / Water Service Cards					24							24
Final Inspection Punchlist												
Water Sampling and Testing (assume 0.5 hr per LSLR for distribution and collection for bottles and samples, assume 320 LSLR final #)		16				80	80				\$ 3,875.00	176
Survey Files and Data					16							16
Project Correspondence, Email, and Phone Logs		4										4
Subtotal Hours		28			40	80	80				N/A	228
5.4 Expenses												
GPS Equipment											\$ 2,500.00	
On Site Construction Vehicle (Assume 2 veh x 5 months)											\$12,500.00	
Misc. Inspection Supplies / Other / Mailers											\$ 1,000.00	
Assumptions												
Assumes Contractor will have enough crews to complete 394 service replacements in 2026.												
Construction services contract is estimated through the end of 2026.												
Assumes Contractor can complete 2-4 services per day with 2 crews												
Assumes any remaining RPR work for 2027 can be amended to the Contract at the request of the City.												
Assumes full time inspection while contractor is on site or in home.												
Estimated hours includes time for federal submittal, BABA compliance, GIS updates to City and MDH, updated record info to City and plumbing dept												
Assumes water samples and testing to be completed for all replacements. Testing/sampling costs to be directly contracted with City.												
Inspection hours assume 3 installs per day, 5 days/wk, for 20 wks. Additional hours can be contracted if requested by City.												
Subtotal Hours											N/A	
Task Hours Summary	82	82	24	40	40	1,156	268	2	8	48	N/A	1,522
Project Summary												
Project Hours Summary	82	82	24	40	40	1,156	268	2	8	48	N/A	



CITY COUNCIL AGENDA REPORT

DATE:

May 18, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

8.K.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Adopt a Resolution Identifying a Need for Funding to Complete the 2050 Comprehensive Plan Update and Authorizing an Application for Planning Assistance Grant Funds

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2026-66 which identifies the need for funding to complete the 2050 Comprehensive Plan update and authorizing an application for Planning Assistance Grant Funds

OVERVIEW

Every 10 years, cities within the 7-county metro are required by Minnesota State Statute to update their local comprehensive plans in alignment with the Metropolitan Council's regional growth and development strategy. Local comprehensive plans represent a community's vision of how it will develop its land, redevelop older areas, ensure adequate housing, provide roads and sewers, protect natural areas, and meet other community goals. Comprehensive plan updates require significant time, knowledge, and resources from City partners, which creates a significant burden for communities with small populations. In an effort to reduce the burden, the Metropolitan Council has created a grant program to assist small communities with the costs associated with updating their local comprehensive plans. Funds can be used for staff time working on the comprehensive plan, hiring a consultant, printing and publishing, and other activities related to updating the local comprehensive plan.

Staff received notification earlier this year from our local Metropolitan Council representative that South St. Paul would be eligible for \$40,000 in funding. Eligible communities for the program were identified based on population estimates and adjusted net tax capacity of the community compared to the metro median. To submit an application, eligible cities must fill out an online application and provide the required attachments which include:

- A work plan outlining the community's approach to completing the 2050 Comprehensive Plan update, including a timeline, the tasks involved, and how the work will be managed
- A detailed budget conveying the overall costs of the comprehensive plan update
- A signed resolution from the local government authorizing staff to apply for funding

Staff anticipates submitting an application for funding this summer and would like to have a

resolution authorizing the application prepared in advance of the submission process. Applications will be accepted on a rolling basis until November 6, 2026.

SOURCE OF FUNDS

ATTACHMENTS

1. Resolution 2026-66 - Resolution Identifying Need for Funding to Complete 2050

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-66

**A RESOLUTION IDENTIFYING THE NEED FOR
FUNDING TO COMPLETE THE 2050 COMPREHENSIVE PLAN UPDATE AND
AUTHORIZING AN APPLICATION FOR PLANNING ASSISTANCE GRANT FUNDS**

WHEREAS the City of South St. Paul must review and update its comprehensive plan as required by the “decennial” review provision of Minnesota Statutes section 473.864 , subdivision 2; and

WHEREAS, on December 17, 2025, the Metropolitan Council adopted need-based eligibility criteria for awarding available local planning assistance grant funds and established maximum grant amounts, including bonus incentive grants, for eligible grantees to help grantees review and update their comprehensive plans as required by the “decennial” review provisions of Minnesota Statutes section 473.864, subdivision 2; and

WHEREAS, the City is an eligible city, county, or town in the metropolitan area as defined in Minnesota Statutes section 473.121e; and

WHEREAS, planning assistance grant funds will be made available to eligible applicants subject to terms and conditions contained in Metropolitan Council grant agreements.

NOW, THEREFORE, BE IT RESOLVED that, after appropriate examination and due consideration by the City Council of the City of South St. Paul, Minnesota, the governing body of the city:

- 1) Authorizes Michael Healy and Monika Miller to submit on behalf of the City an application to the Metropolitan Council for Local Planning Assistance grant funds for the decennial review and update of the City’s local comprehensive plan required under Minnesota Statutes section 473.864; and
- 2) Authorizes the Mayor and the Clerk to execute on behalf of the City a grant agreement with the Metropolitan Council for planning assistance grant funds.

Adopted this 18th day of May, 2026

City Clerk



CITY COUNCIL AGENDA REPORT

DATE:

May 18, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

8.L.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Proposal from Davey Tree for Phase One Plantings for the Regrowing Shade in South St. Paul Program

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Award a proposal to Davey Tree for tree planting for the Phase I of the Regrowing Shade in South St. Paul program

OVERVIEW

During the 2024 legislative session, State Representative Rick Hansen secured a special legislative allocation of \$688,000 for South St. Paul to complete the canopy restoration process after 1/3 of the city's public trees were lost to Emerald Ash Borer. The special legislative allocation is being distributed to the City via a Metropolitan Council tree planting grant. The grant is being used to fund a once-in-a-generation tree canopy restoration program called "Regrowing Shade in South St. Paul." Funding will be used to plant 800 new trees in parks and along boulevards, creating cooler, healthier public spaces.

The tree plantings will occur over three phases, with Phase 1 scheduled for late spring 2026. The Phase 1 project area is generally located north of Interstate 494, south of Marie Avenue, east of Highway 52, and west of Concord Street. Staff worked with the project consultant to identify approximately 350 potential planting locations within the Phase 1 project area. Property owners adjacent to the proposed planting locations were given the opportunity to opt in or opt out of receiving a new boulevard tree and to indicate their preferred tree species. If a homeowner did not select a tree species, one was selected for them. The City's goal is to pair homeowners with the tree of their choice. However, tree species diversity is a critical component of the program and so a homeowner's top choice is not guaranteed.

In April, the City sent a request for proposal for the Phase 1 plantings to 4 qualified contractors: Davey Tree Company, Hoffman & McNamara, Southview Designs, and Tree Trust. Proposals were received on May 6th and reviewed by a team of individuals consisting of Monika Miller (Senior Planner), Jaycie Korth (Conservation Corps Member), and Emily Ball (Project Consultant at WSB). Proposals were reviewed on the basis of cost, years of experience provided by the contractor, responsiveness to the RFP, and references. The lowest quote received was from Davey Tree.

Contractor	Total Cost
Davey Tree	\$94,695
Hoffman & McNamara	\$105,295
Southview Designs	\$129,109
Tree Trust	\$101,610

The review team unanimously felt that Davey Tree offered the best proposal in terms of price and ability to complete the project in a timely manner and is recommending that the proposal be awarded to Davey Tree.

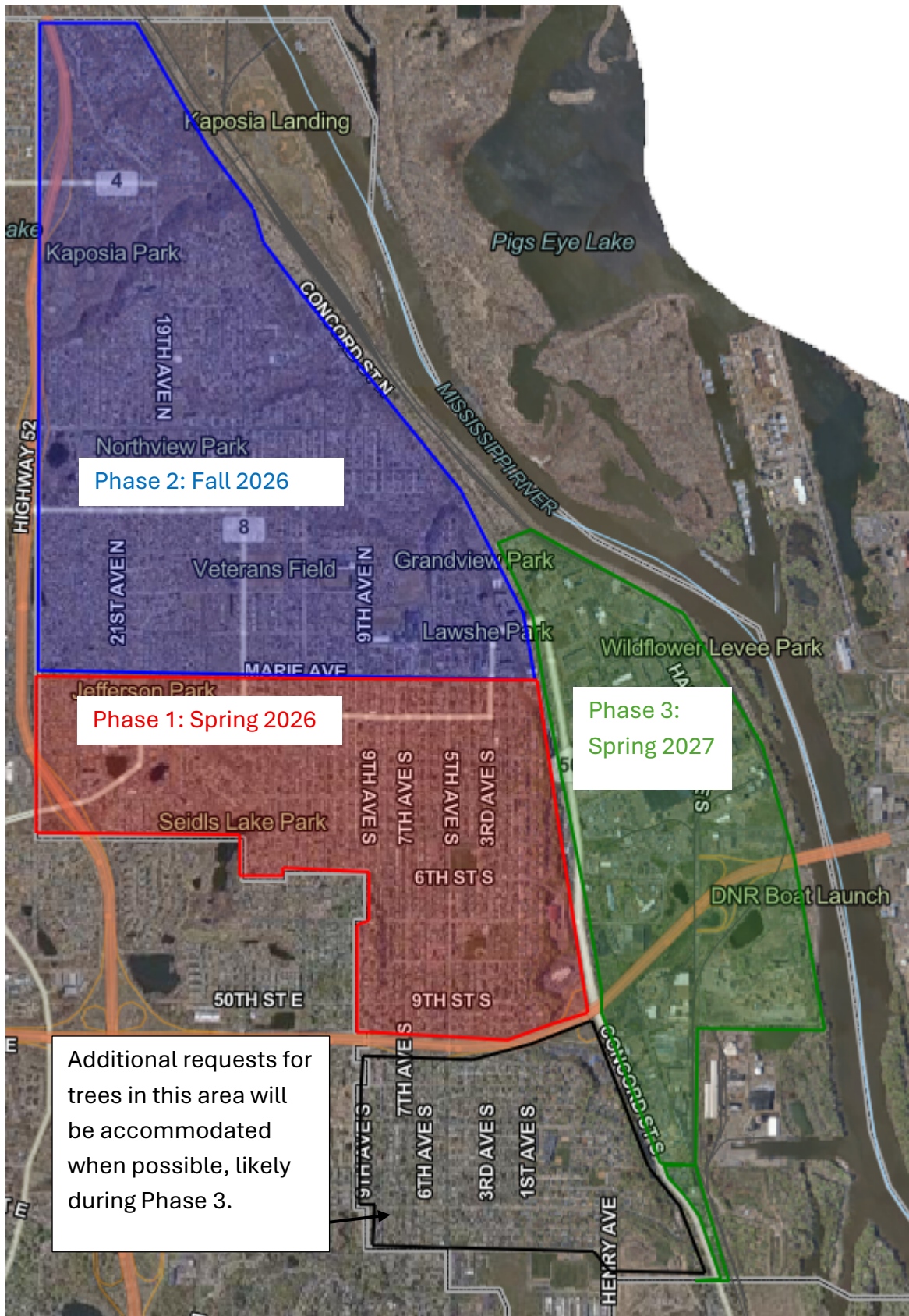
SOURCE OF FUNDS

Metropolitan Council Tree Planting Grant

ATTACHMENTS

1. Tree Planting Phases Map
2. Davey_City of South St Paul Blvd Tree Planting Phase 1

ATTACHMENT 1
REGROWING SHADE IN SOUTH ST. PAUL PHASES MAP



REQUEST FOR PROPOSALS

SOUTH ST. PAUL BOULEVARD TREE PLANTING -PHASE 1 SPRING 2026

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the City in the form included in the Request for Proposal documents, and to perform all work as specified or indicated in the Request for Proposal documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the proposal documents.
2. A successful proposal shall be less than \$175,000, the grant-funded budgeted amount for this phase of the project.
3. Contractor accepts all terms and conditions of the Request for Proposal. This Proposal will remain subject to acceptance for 90 days after the Proposal opening.
4. In submitting this Proposal, the Contractor represents that:
 - a. Contractor has examined and carefully studied the Request for Proposal documents, and any data and reference items identified in the Request for Proposal documents, and hereby acknowledges receipt of the following addenda:

Addendum No.	Addendum Date
NA	NA

- b. Contractor has visited the City and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
 - c. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the work.
 - d. Contractor has considered the information known to the Contractor itself; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; the Request for Proposal documents; and any site-related reports and drawings identified in the proposal documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the work; (2) the means, methods, techniques, sequences, and procedures to be employed by the Contractor; and (3) Contractor's safety precautions and programs.

- e. Contractor agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, test, studies, or data are necessary for the determination of this Proposal or performance of the work at the price proposed and within the times required, and in accordance with the other terms and conditions of the Request for Proposal documents.
 - f. Request for Proposal documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the work.
 - g. Submission of this Proposal constitutes an incontrovertible representation by the Contractor that the Contractor has complied with all the requirements of this paragraph, and that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the work required by the Request for Proposal documents.
 - h. Once submitted, the Contractor Proposal becomes public information and estimated projects costs will be published in the May City Council packet .
5. The Contractor certifies that:
- a. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules or any group, association, organizations, or corporation,
 - b. Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Proposal;
 - c. Contractor has not solicited or induced any individual or entity to refrain from submitting a proposal; and
 - d. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract. For the purposes of this paragraph:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process;
 - ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of the City, (b) to establish Proposal prices at artificial non-competitive levels, or (c) to deprive the City of the benefits of free and open competition;
 - iii. "collusive practice" means a scheme or arrangement between two or more Contractors, with or without the knowledge of the City, a purpose of which is to establish Proposal prices at artificial non-competitive levels; and

- iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

6. The Contractor will complete the work in accordance with the contract documents for the following price:

SOUTH ST. PAUL BOULEVARD TREE PLANTING -PHASE 1
Plant Materials List

Note: Stock is suggested based on grant budget constraints and knowing some species may be in short supply this spring. If you cannot meet the species requirement, please note what you can offer to fulfill the species request. If you have a close species or cultivar substitute, please note that as well. Ensure multiple quantities of a species requested are multiplied by the price-per-tree cost and totaled on right hand column.

Note, tree species quantities are estimates, not all homeowners have submitted their species requests, and some may not respond. For non-response, the City will select the species based on Contractor availability. The City will remit payment to the Contractor based on the price-per-tree rate for each species provided in the table below. The City reserves the right to reduce quantities if species selection cannot contribute to improving the City's canopy diversity.

- South St. Paul boulevard size dictates the species of tree that can be planted in the right-of-way. The species selection is based on the size of tree at maturity and whether there is enough soil space to support the tree, whether the species has a large zone of rapid taper, and likelihood for heaving sidewalks, etc.
- Tree planting spaces have been scouted and recorded using GPS. Based on the spring inventory, we estimated the numbers of each size categories of tree, denoted in the table below.
- Addresses and species lists will be provided to the contractor once the contract is completed.

Boulevard Size	Small Boulevard 5' wide	Medium Boulevard 5.5-7' wide	Large Boulevard 7'+ wide
Approximate Number of Trees Planned for Planting in Phase 1:	40	130	130

Small Boulevard Trees (5' wide)					
Scientific Name	Common Name	Stock/Container Size - must be bareroot under 2", #10 or #15	Estimated Quantity	Price Per Tree	Total Quote
<i>Malus spp.</i>	Crabapple* Adams, Adirondack, Donald Wyman, Prairifire, Red Jewel, Royal Raindrops, Select A (Firebird), Jamin (Marilee), Sutyzam (Sugar Tyme)	#10	15	\$ 280	\$ 4,200
<i>Syringa reticulata</i>	Japanese Tree Lilac – single stem	#10	15	\$ 275	\$ 4,125
<i>Amelanchier spp.</i>	Serviceberry – single stem	#10	10	\$ 322	\$ 3,220
Subtotals			40		\$ 11,545
Create mulched circle with 3" deep mulch per specification around each plant.					
Medium Boulevard Trees (5.5-7' wide)					
Scientific Name	Common Name	Stock/Container Size - must be bareroot under 2", #10 or #15	Estimated Quantity	Price Per Tree	Total Quote
<i>Amur amurensis</i>	Amur Maackia*	#15	10	\$ 409	\$ 4,090
<i>Carpinus caroliniana</i>	Blue Beech	#10	25	\$ 319	\$ 7,975
<i>Malus spp.</i>	Crabapple* Adams, Adirondack, Donald Wyman, Prairifire, Red Jewel, Royal Raindrops, Select A (Firebird), Jamin (Marilee), Sutyzam (Sugar Tyme)	#10	5	\$ 272	\$ 1,360
<i>Crataegus spp.</i>	Hawthorn*	#10	25	\$ 254	\$ 6,350
<i>Gleditsia tricanthos</i>	Honeylocust	#10	30	\$ 266	\$ 7,980
<i>Syringa reticulata</i>	Japanese Tree Lilac – single stem	#10	5	\$ 266	\$ 1,330
<i>Betula nigra</i>	River Birch (single stem)	#15	25	\$ 231	\$ 5,775
<i>Amelanchier spp.</i>	Serviceberry: Apple (single stem)	#10	5	\$ 313	\$ 1,565
Subtotals			130		\$ 36,425
Create mulched circle with 3" deep mulch per specification around each plant.					

Large Boulevard Trees					
Scientific Name	Common Name	Stock/Container Size - must be bareroot under 2", #10 or #15	Estimated Quantity	Price Per Tree	Total Quote
<i>Tilia americana</i>	Basswood	#10	10	\$ 254	\$ 2,540
<i>Catalpa speciosa</i>	Catalpa (Northern)	#15	15	\$ 336	\$ 5,040
<i>Ulmus spp.</i>	Elm (disease-resistant) Accolade, Frontier, Lewis & Clark, New Harmony, Triumph, Jefferson, Prairie Expedition	#10	10	\$ 284	\$ 2,840
<i>Ginkgo biloba</i>	Ginkgo Autumn Gold, Princeton Sentry, Magyar, Presidential Gold	#10	10	\$ 366	\$ 3,660
<i>Celtis occidentalis</i>	Hackberry	#10	20	\$ 244	\$ 4,880
<i>Gymnocladus dioica</i> '	Kentucky Coffeetree Decaf or Espresso	#10	20	\$ 313	\$ 6,260
<i>Quercus macrocarpa</i>	Oak, Bur	#10	5	\$ 261	\$ 1,305
<i>Quercus muehlenbergii</i>	Oak, Chinkapin	#10	5	\$ 380	\$ 1,900
<i>Quercus ellipsoidalis</i>	Oak, Northern Pin Majestic Skies' or similar cultivar	#15	5	\$ 313	\$ 1,565
<i>Quercus rubra</i>	Oak, Northern Red	#10	5	\$ 266	\$ 1,330
<i>Quercus bicolor</i>	Oak, Swamp White	#15	10	\$ 266	\$ 2,660
<i>Quercus spp.</i>	Oak Hybrids^: Prairie Stature Heritage Ancestry	#10	10	\$ 380	\$ 3,800
<i>Aesculus glabra</i>	Ohio Buckeye	#10	5	\$ 289	\$ 1,445
Subtotals			130		\$ 39,225
Create mulched circle with 3" deep mulch per specification around each plant.					

Total Quote – All Boulevard Trees	
Boulevard Size / Boulevard Tree	Proposed Fee*
Small	\$ 11,545
Medium	\$ 36,425
Large	\$ 39,225
TOTAL	\$ 87,195

*price includes cost of labor, equipment and planting materials including trees and shredded bark or wood mulch spread per specifications

Alternate Quote – Contractor Supplied Water Bag (City Owner)	
Number of Water Bags	Proposed Fee
300	\$ 25 Each
TOTAL	\$ 7,500

*City reserves the right to supply the water bag if cost provided is not competitive

ANTICIPATED PLANTING START/END DATE(S): 6/1/26 - 6/5/26

Provide qualifications, certification numbers and experience of those assigned to the project and the role each will play:

Cindy Grady to assist crew - ISA Certification - MN-4688A (attached)

4-20 years of experience in proper tree planting and landscape operations

Strong understanding of safe work zone set up and hazard awareness - weekly safety meeting plus regular Davey training

Proficient in landscape equipment operations to safely maintain efficient workflow on active jobsites.

MN DOT certifications - attached, TCIA accreditation - attached

Provide at least three (3) references for work completed in the last five (5) years. References must include one (1) project performed for a City or County government agency.

City of Burnsville, Brian Ulvin, brian.ulvin@burnsvillemn.gov, 952.895.4508

City of Lakeville Zachary Jorgenson - zjorgensen@lakevillemn.gov, 952.985.2724

Catholic Cemeteries, Jonquil Shipman, jshipman@catholic-cemeteries.org, 651.621.0165

Firm: (indicate full legal name of proposing entity)

The Davey Tree Expert Company

By:

Brett Crowe

Signature

Brett Crowe

Printed Name

Attest:

Cindy Grady

Signature

Cindy Grady

Printed Name

Title: Regional Business Developer

Submittal Date: 5.6.2026

Address for giving notices:

405 Hardman Ave S. South St Paul, MN 55075

Telephone No. 651.230.9595

Contact Name and Email Cindy Grady, cindy.grady@davey.com

The International Society of Arboriculture

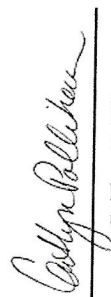
Hereby Announces That

Cynthia Dianne Grady-Henke

Has Earned the Credential

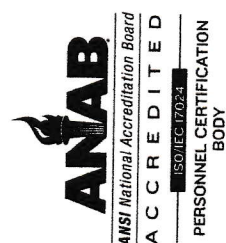
ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



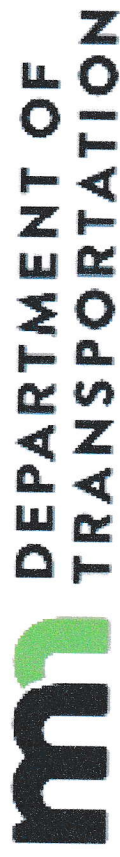
Caitlyn Pollihan
CEO & Executive Director

10 April 2017	30 June 2026	MN-4688A
Issue Date	Expiration Date	Certification Number



#0847
ISA Certified Arborist





The bearer of this card has been tested and certified as a landscape specialist. Certification expires on the date shown below.

Carol E. Goff

MnDOT Environmental Planning & Design Unit

Certified Landscape Specialist

Certification Number: 2522

Name: Rene Mira

Expiration Date: 04/30/2029



The bearer of this card has been tested and certified as a landscape specialist. Certification expires on the date shown below.

And E207

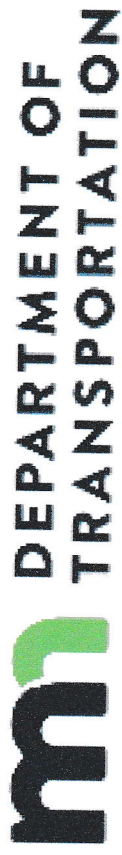
MnDOT Environmental Planning & Design Unit

Certified Landscape Specialist

Certification Number: 2523

Name: Hector Posas

Expiration Date: 04/30/2029



The bearer of this card has been tested and certified as a landscape specialist. Certification expires on the date shown below.

Craig Thurston

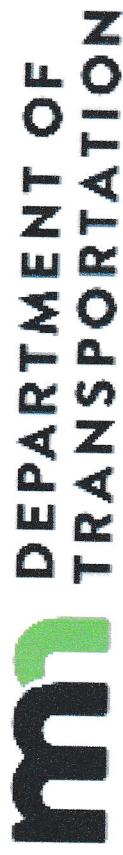
MnDOT Environmental Planning & Design Unit

Certified Landscape Specialist

Certification Number: 2525

Name: Craig Thurston

Expiration Date: 04/30/2029



The bearer of this card has been tested and certified as a landscape specialist. Certification expires on the date shown below.



MnDOT Environmental Planning & Design Unit

Certified Landscape Specialist

Certification Number: 2524

Name: Jose Landaverde

Expiration Date: 04/30/2029

TREE CARE COMPANY PROFILE

Company Information

The Davey Tree Expert Company - S St Paul

405 Hardman Avenue South
South Saint Paul, MN 55075-2415

Website: <https://www.davey.com>

Email: info@davey.com

Workphone: (651) 451-8907



▲ ICIA Accreditation Status





CITY COUNCIL AGENDA REPORT

DATE:

May 18, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

8.M.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Waive the Final Plat Filing Deadline for the Wakota North 2nd Addition Final Plat

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Waive the final plat filing deadline for the Wakota North 2nd Addition Final Plat

OVERVIEW

On February 17, 2026, the City Council approved the preliminary and final plat of Wakota North 2nd Addition. The purpose of the Wakota North 2nd Addition plat is to establish new road right-of-way for the extension of Verderosa Avenue south through several existing City-owned parcels and one Metropolitan Council-owned parcel, and then west toward Hardman Avenue South via Marley Danner Drive. In addition to creating the new right-of-way, the existing parcels around the proposed right-of-way will be reconfigured to accommodate the roadway.

Since the plat approval on February 17th, Staff have worked diligently with the surveyor at Egan, Field, & Nowak, Inc and the Dakota County Surveyor's office to get the final plat recorded. During the review of the final plat, the Dakota County Surveyor's office requested the lots be reconfigured to align with their future orientation and the ownership of the parcels within the plat be simplified to avoid title complications. The process of reorienting the parcels and simplifying ownership has taken several months, as it requires the recording of multiple deeds and coordination with an external agency to authorize the subdivision and transfer of a portion of its property. The final parcel transfer was submitted to Dakota County the first week of May. Staff anticipate Dakota County's requests will be fully satisfied in the next few weeks which will enable the plat to continue to move forward through the recording process.

Section 114-33 requires that final plats be filed with the County within 90 days of approval. Failure to file the final plat within 90 days of city approval results in the plat being null and void, unless the City Council grants an extension to the 90-day deadline. Given the extensive work that has been required to prepare the plat for recording at the request of the Dakota County Surveyor's Office, Staff is requesting the City Council waive the filing deadline for the Wakota North 2nd Addition plat.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Resolution 2026-68- Preliminary and Final Plat for Wakota North 2nd Addition
2. Approved Wakota North 2nd Addition Final Plat

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-68

**A RESOLUTION WAIVING THE FILING DEADLINE FOR THE FINAL PLAT OF
WAKOTA NORTH 2nd ADDITION**

WHEREAS, the City Council approved a preliminary and final plat to be known as Wakota North 2nd addition on February 17, 2026 via Resolution 2026-23; and

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 Attachment A)

WHEREAS, City Code Section 114-33(d) requires a final plat to be filed with the County within 90-days of approval by the City Council; and

WHEREAS, failure to file the final plat with the County within 90-days of approval renders with city approval null and void, unless an extension is granted by the City Council; and

WHEREAS, the City is responsible for preparing the final plat for filing and additional time beyond 90-days is needed to prepare the plat for filing; and

WHEREAS, the City is requesting the City Council waive the 90-day filing requirement for the Wakota North 2nd Addition final plat; and

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

- A. The City Council hereby waives the 90-day filing deadline for the final plat of “Wakota North 2nd Addition.”

Adopted this 18th of May, 2026.

Deanna Werner, City Clerk

Resolution 2026-68

May 18, 2026

Page 2 of 4

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 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 534.79 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

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 Malby 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 _____.

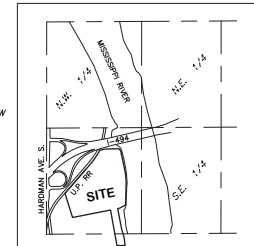
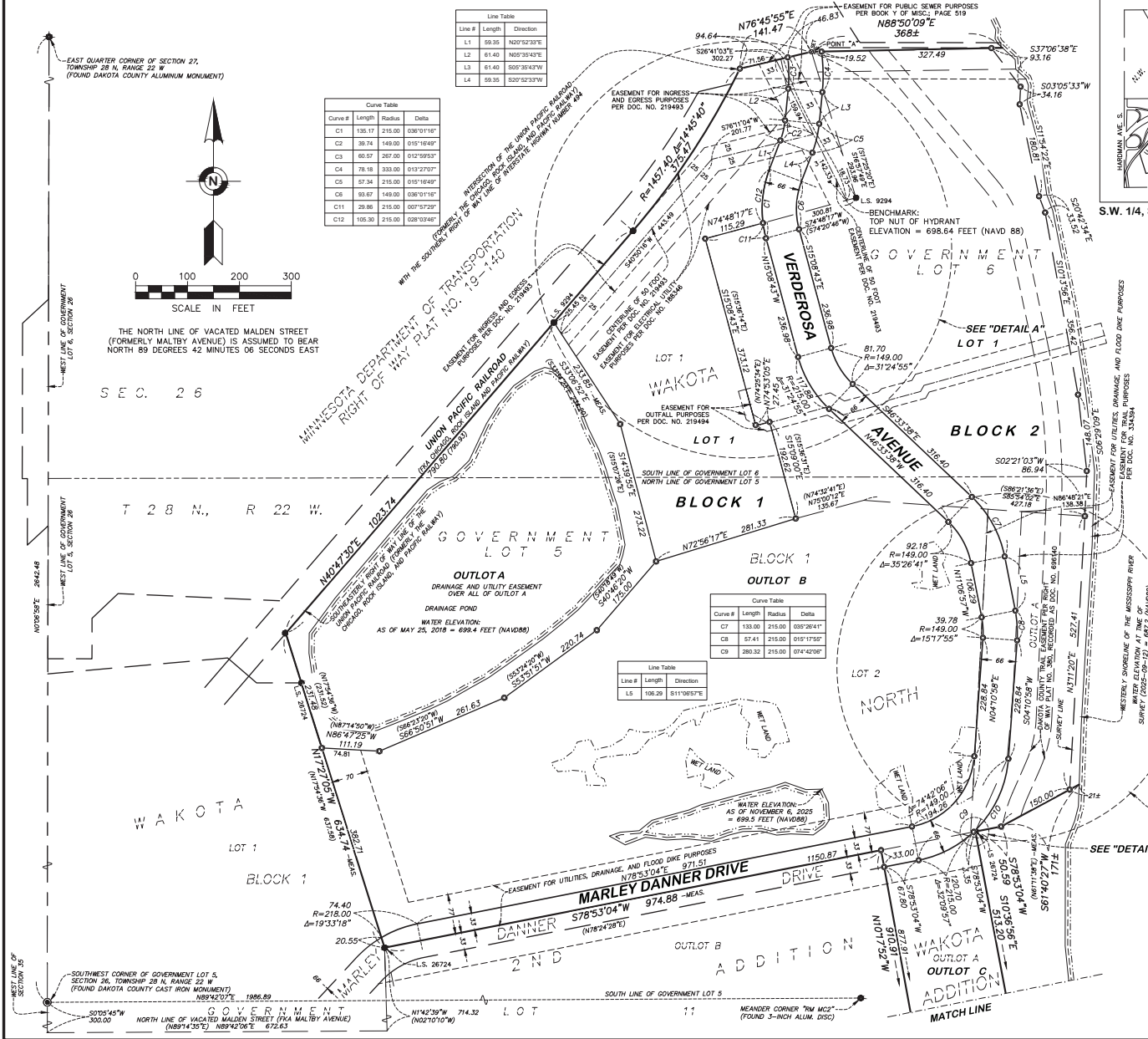
By: _____
Amy A. Koethe, Registrar of Titles

ATTACHMENT 2 APPROVED WAKOTA NORTH 2ND ADDITION FINAL PLAT

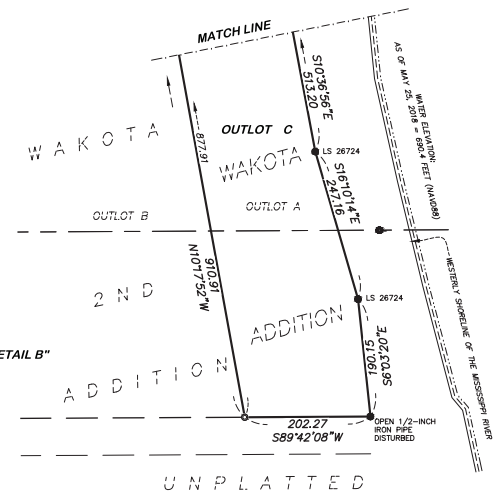
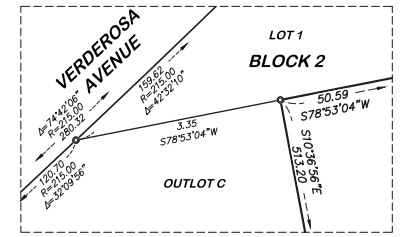


SHEET 1 OF 4 SHEETS

WAKOTA NORTH 2ND ADDITION

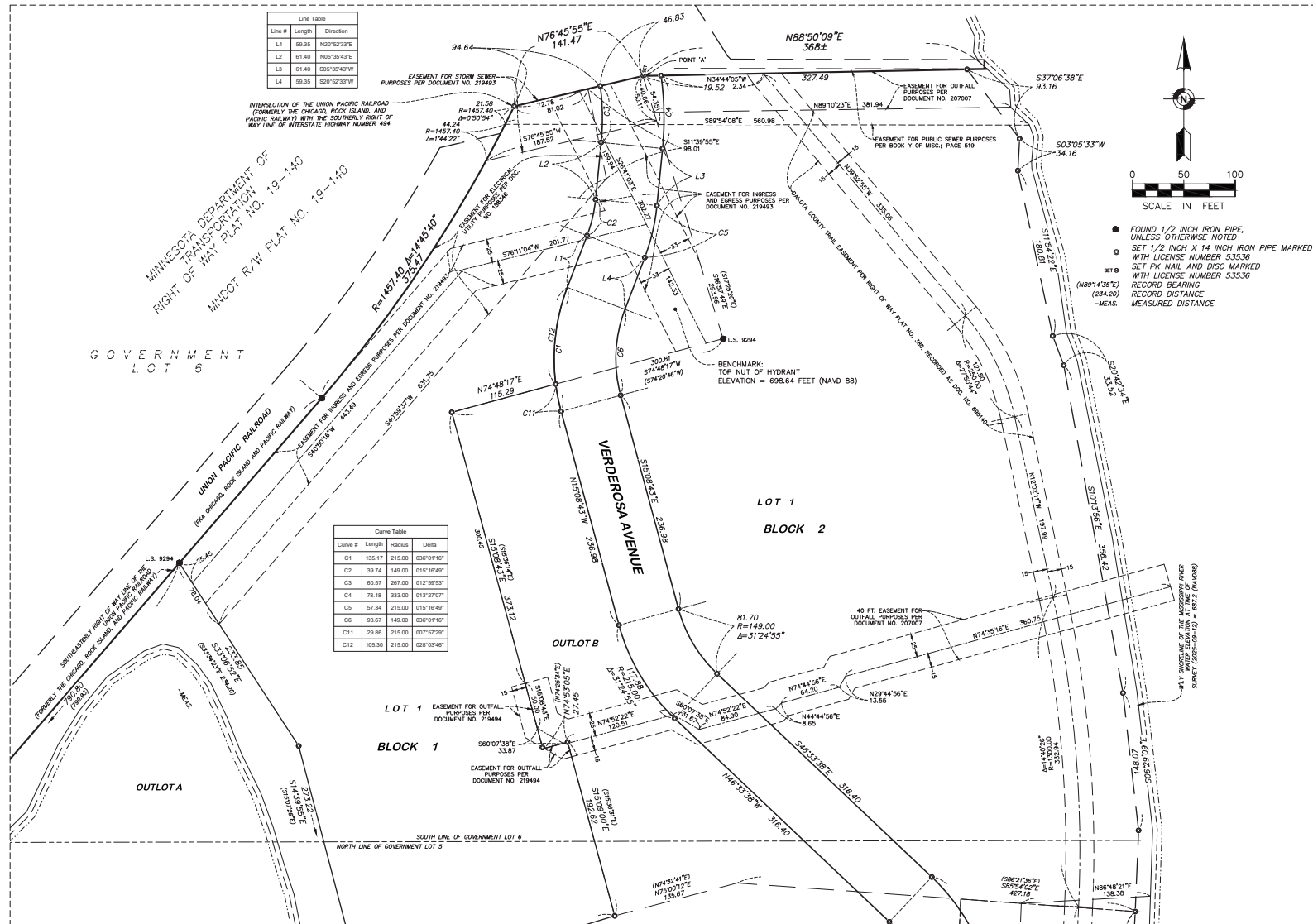


- FOUND CAST IRON MONUMENT
 - FOUND 1/2 INCH IRON PIPE, UNLESS OTHERWISE NOTED
 - FOUND ALUMINUM DISC
 - SET 1/2 INCH X 1/4 INCH IRON PIPE MARKED WITH LICENSE NUMBER 53536
 - SET PK NAIL AND WASHER MARKED WITH LICENSE NUMBER 53536
- SET 0**
(N89°14'25"E)
(234.20)
RECORD BEARING
RECORD DISTANCE
MEASURED 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)



WAKOTA NORTH 2ND ADDITION

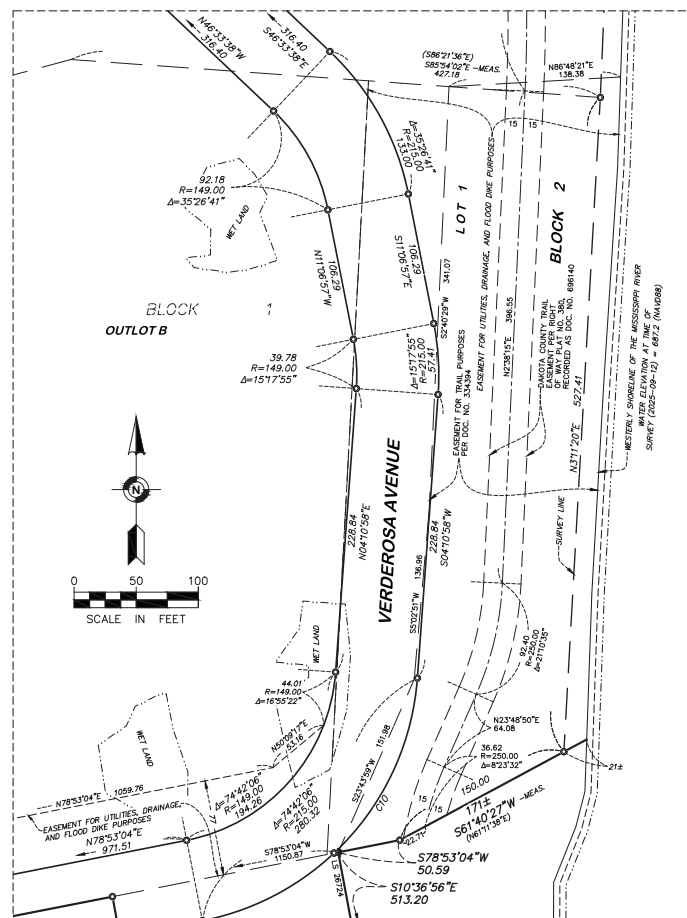
EASEMENT "DETAIL A"



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

SHEET 3 OF 4 SHEETS

**EASEMENT
"DETAIL B"**



- 1 FOUND 1/2 INCH IRON PIPE,
 UNLESS OTHERWISE NOTED
 2 SET 1/2 INCH X 14 INCH IRON PIPE MARKED
 WITH LICENSE NUMBER 53536
 SET 3 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: May 18, 2026
DEPARTMENT: Airport
PREPARED BY:
AGENDA ITEM NUMBER: 8.N.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Land Lease for 1678 Wiplinger Lane at the Fleming Field Airport

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution No. 2026-65 Approving Land Lease at Fleming Field with Mark Shanahan for 1678 Wiplinger Lane.

OVERVIEW

The City Council is required to approve land leases at the airport. City staff has prepared a land lease for Lot 8, Block 2, Airport Rearrangement, also known as 1678 Wiplinger Lane for Mark Shanahan on the approved lease form.

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

Airport staff recommends approval of this lease.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 1678 Wiplinger (Mark Shanahan) Lease
2. 1678 Wiplinger Lane Resolution

AIRPORT LAND LEASE AGREEMENT

CITY OF SOUTH ST. PAUL
[Landlord]

AND
MARK SHANAHAN

[Tenant]

INDEX TO LEASE AGREEMENT

<u>Section</u>	<u>Heading</u>	<u>Page</u>
1	Lease	
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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the 18th of May, 2026, between the City of South St. Paul, a municipal corporation of the State of Minnesota, (“Landlord”) and **MARK SHANAHAN** (“Tenant”), each of the foregoing being sometimes referred to individually as “party” or collectively as “parties.”

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

SECTION 1 **LEASE**

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

Lot 8, Block 2, Airport Rearrangement 4th Addition

according to the plat thereof on file and of record in the office of the Dakota County Recorder (“Leased Premises”), together with buildings and improvements, if any, located on the Leased Premises. Said Lease Premises has 4549.0 total square feet

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

SECTION 2 **LEASE TERM**

The term of this Lease (“Term”) shall be ten (10) years commencing on May 18th, 2026 (“Commencement Date”), unless

earlier terminated as provided in this Lease.

SECTION 3 **LEASE RENEWAL**

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

SECTION 4 **RENT**

- 4.1 During each year of this Lease, Tenant shall pay to Landlord on or before May first of each year an annual rent ("Rent") as calculated in this Section. In the event of any fractional year occurring during the Term of this Lease, Tenant shall pay rent on a pro rata basis calculated on the ratio of the actual number of days of possession by Tenant to the total number of days in the year in question.
- 4.2 The Annual Rent shall be \$1,564.86 and shall be adjusted upward as of the first day of May of each year ("Adjustment Date") beginning in the second year of the Lease Term and each year thereafter by three percent (3%) each year for the duration of the Lease Term as outlined in the attached Rent schedule on Exhibit A, which is herein incorporated by reference. At the commencement of any Extended Lease Term, the Annual Rent shall be adjusted upward to the highest rental rate for the Tenant's particular type of tenancy.

Thereafter, the Annual Rent shall be increased by five percent (5%) each year for the duration of the Extended Lease Term.

- 4.3 Tenant shall pay to Landlord as additional rent, payable on the same terms as annual Rent, a fee for improvements to the Airport made by Landlord that constitute a special benefit to the Leased Premises ("Infrastructure Fee"). The Infrastructure Fee for the Leased Premises is \$3.25 per square foot of the Leased Premises to be paid one-half on the date this Lease is signed, and the balance, plus interest at seven percent (7%) per annum on the unpaid balance, in three (3) installments on or before the first, second and third anniversary dates of the commencement of this Lease.

SECTION 5

USE OF PREMISES

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

☒ Aircraft storage and uses customarily incidental to aircraft storage, including aircraft storage for rent
☒ Construction of building
☐ Other (specify) _____

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

SECTION 6

CONDUCT OF OPERATIONS

- 6.1 In the conduct of their authorized activities on the Leased Premises and in the Airport, Tenant and any person or entity operating under any agreement with Tenant, shall furnish services on a fair, equal and non-discriminatory basis to all users thereof, and shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Tenant and those operating under agreement with Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- 6.2 Tenant shall have the nonexclusive privilege to use the public portions of the Airport, including, without limitation, parking areas, taxiways and roads, subject to the rules and regulations which now exist or are hereafter enacted by Landlord regarding such use and subject to such usage charges as may be established by Landlord.

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

SECTION 7
TENANT'S COMMITMENT TO CONSTRUCTION OF BUILDING

- 7.1 Tenant agrees that any building constructed by Tenant upon the Leased Premises shall be constructed at no cost to Landlord, and that construction of the building shall be completed and the building useable for its intended purpose(s) within one (1) year of the commencement of the initial Term of this Lease. If completion of construction of the building within one (1) year is not possible, Tenant shall have one (1) additional year to complete construction of the building, provided that prior to the end of the first year allowed for construction of the building, Tenant has entered into a contract with a builder to construct the building and has purchased a building permit.
- 7.2 The construction of all buildings and the buildings themselves must be built pursuant to the Building Standards Policy attached as Exhibit B, which is herein incorporated by reference.
- 7.3 Before commencing any erection, rebuilding, enlargement or extension of a building, and before commencing any repair or alteration costing in excess of One Thousand Dollars (\$1,000), Tenant shall furnish to Landlord for Landlord's approval:
- (i) The plans for such work;
 - (ii) The estimated cost of completing the work;
 - (iii) Unless waived in writing by Landlord, a bond or other security in amount, form and with surety satisfactory to Landlord, conditioned for the commencement and completion and payment for such work, and against loss or damage by reason of mechanics liens; and
 - (iv) An insurance policy issued by an insurance company approved by Landlord and in an amount satisfactory to Landlord naming Landlord as an additional insured and protecting Landlord from all liability to persons or property for damages arising out of the contemplated work.
- 7.4 Tenant shall only proceed with the construction of a building upon the Leased Premises after receipt of written approval from Landlord for the plans for the building.
- 7.5 Regardless of whether or not the foregoing bonds, security and insurance are waived by Landlord, Tenant shall:

- (i) Prior to the commencement of any construction, repair or alteration, procure from the necessary authorities any building or other permits that may be required;
- (ii) Do or cause the work to be done in a good and workmanlike manner and to be completed within the required time and in conformity with such building codes, zoning ordinances and regulations and orders of any lawful authority applicable to the Airport;
- (iii) Keep the Leased Premises and every building, structure and improvement on the Leased Premises free and clear from all liens for labor performed and materials furnished therefore;
- (iv) Defend, at Tenant's own cost and expense, each and every lien asserted or filed against any portion of the Leased Premises, or against the building, structure or improvement thereon and pay each and every judgment made or given against any portion of the Leased Premises, or against the building, structure or improvement thereon; and
- (v) Indemnify and hold Landlord harmless from each and every claim, demand, action and cause of action arising out of or in connection with any act or omission of Tenant, or of any agent, employee or contractor of Tenant, with respect to the removal, erection, alteration, enlargement or extension of any building, structure or improvement on the Leased Premises, or arising out of or in connection with the assertion or filing of any lien on said land or against any building, structure or improvement thereon.

SECTION 8 **BUILDING MAINTENANCE**

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

SECTION 9 **INSURANCE**

- 9.1 At all times during the Term of this Lease, Tenant shall keep all buildings on the Leased Premises insured against fire, vandalism, malicious mischief, and windstorm loss or damage for an aggregate amount equal to one hundred percent (100%) of the fair market

value of the buildings or the insurable value, whichever is greater, and any money received from said insurance as a result of any loss or damage to the building shall be divided between Tenant and Landlord as their interest may appear. The policies shall be in a form satisfactory to Landlord, and copies of the insurance policies or certificates thereof evidencing such coverage and that such insurance is payable to Landlord and Tenant shall be furnished to Landlord. Upon the occurrence of loss of or damage to the building, Tenant shall within thirty (30) days repair, rebuild, replace or remove the building, unless Landlord consents in writing to an extended time, which consent shall not be unreasonably withheld or delayed.

- 9.2 Tenant shall, at Tenant's sole cost and expense, maintain in effect at all times during the Term of this Lease a "Commercial General Liability Insurance" policy on an "occurrence" rather than on a "claims made" basis, with a total combined policy limit of not less than the limitation of liability of Landlord under Minnesota Statutes Chapter 466, or any successor statute, which policy shall include, but not be limited to, coverages for Bodily Injury, Property Damage, Personal Injury and Contractual Liability (applying to this Lease), or an equivalent form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad as the above. Such policy shall name Landlord as an additional insured. Policies for such liability coverage shall be in a form and issued by an insurer reasonably acceptable to Landlord and shall require at least thirty (30) days prior written notice to Landlord of termination or material alteration. Tenant's liability insurance shall be primary with respect to Landlord and its agents and not participating with any other available insurance. Tenant shall deliver to Landlord on the Commencement Date of this Lease and on each Anniversary Date thereafter insurer-certified copies of such policies, certificates or other evidence reasonably satisfactory to Landlord confirming the terms of such insurance, confirming that premiums thereon have been paid at least one (1) year in advance and confirming that the policies are in full force and effect.
- 9.3 Tenant shall carry owners-tenants combined single limit coverage for bodily injury, property damage and all damages for any one incident of at least One Million Dollars (\$1,000,000.00).
- 9.4 Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance. The parties agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive any writing prior to a loss, any or all right of recovery against any party for loss occurring to the property described therein."

SECTION 10
INDEMNIFICATION

- 10.1 Tenant agrees to indemnify and hold Landlord harmless from any and all loss, damage, claims, judgments, litigation expenses and costs for any injury to persons or damage to property from any act or omission of Tenant, its employees, agents, subsidiaries, licensees and sublesees while on or about the Airport or the Leased Premises, and Landlord shall not be liable to any extent for, nor will Tenant make any claim against Landlord for or on account of any injury, loss or damage to the Leased Premises, the buildings or structures thereon, the personal property and facilities located therein, or to any person or property at any time on the Leased Premises whether occasioned by fire, water, smoke, steam, gas, electricity or other agency or instrumentality which may come or be on the Leased Premises or occasioned by any other cause. The Tenant's indemnity obligation is not limited by the insurance required in Sections 8.1 and 8.2.
- 10.2 Nothing in this Lease shall cause Landlord in any way to be construed as partner, joint venturer or associated in any way with Tenant in the operation of the Leased Premises, or subject Landlord to any obligation, loss, charge or expense connected with or arising from the operation or use of the Leased Premises or any part thereof.

SECTION 11
PAYMENT OF TAXES AND OTHER CHARGES

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

SECTION 12
SERVICES AND UTILITIES

- 12.1 All utilities for the Leased Premises shall be separately metered. Tenant shall be responsible for any repairs to utilities or utility connections on the Leased Premises. If

Tenant fails to make required repairs to any utilities or utility connections within ten (10) days after Landlord has sent written notice to Tenant that the repairs need to be made, Landlord may make such required repairs and Tenant shall pay to Landlord the cost of performing such repair within five (5) days after receipt of a bill for the repair charges.

- 12.2 Tenant agrees to promptly pay all claims, in addition to Rent, for all utilities or other services supplied to or consumed by Tenant on the Leased Premises, including, without limitation, gas, electricity, water, telephone, trash collection, storm water utility and all similar services provided by Landlord.
- 12.3 Tenant shall provide, at Tenant's expense, security lighting and proper electrical service to the Leased Premises. All utility connections, electrical or otherwise, shall be underground.

SECTION 13 **TENANT'S FINANCING**

- 13.1 Tenant shall have the right to subject the leasehold estate and any and all improvements to one or more mortgages as security for a loan or loans or other obligation of Tenant, provided that:
- (i) The mortgage and all rights acquired under it shall be subject to all of the terms, covenants conditions and restrictions contained in this Lease and to all rights and interests of Landlord, except as otherwise provided in this Lease; and
 - (ii) Tenant shall give Landlord prior notice of any mortgage, together with a copy of it.
- 13.2 If Tenant defaults under the terms of any permitted leasehold mortgage, and the mortgagee acquires Tenant's leasehold estate, whether by exercising its power of sale by judicial foreclosure, or by an assignment in lieu of foreclosure, or of exercise of power of sale, Landlord agrees to waive the Rent due during the sixty (60) days following the mortgagee's acquisition, conditioned upon the following:
- (i) Payments of all taxes, assessment, and insurance premiums required by this Lease to be paid by Tenant are current, or are brought current by mortgagee, and are kept current;
 - (ii) Payments of all utility charges are current or are brought current by mortgagee, and are kept current;
 - (iii) The mortgagee performs all Tenant's obligations with respect to the Leased Premises and keeps any improvements in good order and repair; and

- (iv) Mortgagee cures any Rent default of Tenant out of income and rent remaining after paying items (ii) through (iii) above and after mortgagee's reasonable expenses incurred in operating the Leased Premises and improvements.

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

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

SECTION 15
TENANT'S RIGHT TO SUBLEASE OR ASSIGN

- 15.1 Sublease. Tenant may not sublease all or any part of the Leased Premises without the prior written approval of Landlord, which approval may not be withheld if all of the conditions in Section 15.3 are met.
- 15.2 Assignment. Tenant may not, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease without the prior written consent of Landlord. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of

this Lease, and as such, shall require the prior written consent of Landlord.

15.3 Landlord's written consent to any proposed assignment or transfer shall not be withheld or delayed if all of the following conditions are satisfied:

- (i) The proposed assignee or sublessee has a net worth at least equal to Tenant's net worth as of the date of the signing of this Lease, or the date of the proposed assignment, whichever is greater;
- (ii) The proposed assignee or sublease is creditworthy considering the obligations to be assumed under the Lease;
- (iii) The proposed assignee or sublessee has experience in operations similar to that being conducted on the Leased Premises;
- (iv) The use of the Leased Premises will comply with all the requirements of this Lease;
- (v) Tenant and Tenant's guarantor(s) (if any) and the proposed assignee or sublessee agree to a written amendment to the Lease, in form and substance acceptable to Landlord, that the Rent as of the effective date of such assignment shall be equal to the highest per square foot rent charged for a then noncommercial lease at the Airport; and
- (vi) The proposed assignee or sublessee will continue to use the Leased Premises for the same purpose as the Tenant or for a similar purpose as determined and approved by Landlord at Landlord's sole discretion;
- (vii) Tenant pays a lease transfer fee established by the Landlord if the transfer or assignment is to anyone other than

15.4 If the Lease is assigned to an entity or person other than a member of the Tenant's immediate family before the Infrastructure Fee and accrued interest are fully paid, the Infrastructure Fee and accrued interest shall be due and payable in full on the date the assignment is approved by Landlord.

15.5 If Tenant desires to assign the Lease, it shall so notify Landlord in writing at least thirty (30) days prior to the proposed effective date of the assignment. Tenant shall provide Landlord with a copy of the proposed assignment and any other relevant information requested by Landlord.

SECTION 16

QUIET ENJOYMENT

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

SECTION 17 **LANDLORD'S OPERATION OF AIRPORT**

Landlord shall properly maintain, operate and manage the Airport at all times in a safe manner consistent with generally accepted good practice in the State of Minnesota for airports of similar size and character. If, for any reason beyond the control of Landlord (including without limitation, war, strikes, riots or acts of God) Landlord shall fail to properly maintain, operate and manage the Airport, such failure shall not operate as a breach of this Lease or render Landlord liable for damages. This section shall not be construed to bind Landlord to operate a traffic control tower at the Airport, nor be construed to bind Landlord to maintain the Leased Premises.

SECTION 18 **DEFAULT BY TENANT**

- 18.1 The following shall constitute a default by Tenant:
- (i) Tenant fails to pay Rent and/or the Infrastructure Fee and such failure to pay shall is not cured within thirty (30) days from the due date of the payment;
 - (ii) Tenant fails to observe or perform any of the terms, covenants or conditions of this Lease, and such default shall continue for thirty (30) days after notice of default is given by the Landlord or Tenant shall have failed to commence the cure of such default within thirty (30) days after such notice;
 - (iii) A petition to reorganize Tenant or for an arrangement of its unsecured debts is

filed;

- (iv) Tenant is adjudicated bankrupt;
- (v) A receiver or trustee of Tenant's property is appointed by any Court;
- (vi) Tenant makes a general assignment for the benefit of creditors;
- (vii) The entirety of Tenant's interest in Tenant's property shall be taken by garnishment, attachment, execution or other process of law; or
- (viii) The Leased Premises is abandoned for a period of thirty (30) days.

18.2 In the event of any default, in addition to any other remedies available to Landlord at law or equity, Landlord shall have the following rights:

- (i) Immediately, or at any time thereafter, without further notice to Tenant, to re-enter into or upon the Leased Premises, or any part thereof, and take possession of the same fully and absolutely without such re-entry working a forfeiture of the Rents or other charges to be paid and of the covenants, terms and conditions to be performed by Tenant for the full Term of this Lease, and in the event of such re-entry Landlord may seek the collection of the Rents or other charges to be paid under this Lease or for the properly measured damages and for the collection of its reasonable attorneys fees; and
- (ii) Landlord shall further have all other rights and remedies including injunctive relief, ejectment or summary proceedings in unlawful detainer, and any or all legal remedies, actions and proceedings, and all such shall be cumulative Landlord shall be entitled to its reasonable attorneys fees arising from or attributable to any such breach.

18.3 In the event that Landlord shall terminate this Lease as a result of Tenant's default, Landlord may recover from Tenant:

- (i) The amount of any unpaid Rent which had been earned at the time of such termination;
- (ii) All expenses incurred by Landlord in terminating, repossessing and reletting the Leased Premises including but not limited to costs of repairs, brokerage and legal fees, and the collection of Rent;
- (iii) Any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Leased Premises, or, if elected

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

- (iv) Any reasonable attorneys' fees incurred by Landlord in enforcing its rights hereunder.

SECTION 19 **WAIVER**

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

SECTION 20 **LEGAL COSTS**

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

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

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

of the property sold under foreclosure hereunder.

SECTION 22 **CONDEMNATION**

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

SECTION 23 **DESTRUCTION OF LEASED PREMISES**

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

SECTION 24 **LEASE AMENDMENTS**

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

SECTION 25 **BINDING ON SUCCESSORS**

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

SECTION 26 **COMMITMENTS TO FEDERAL OR STATE AGENCIES**

Nothing herein shall be construed to prevent Landlord from making such commitments as it desires to the Federal Government or to the State of Minnesota in order to qualify for the expenditure of federal or state funds on the Airport.

SECTION 27

AIRCRAFT REGISTRATION

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

SECTION 28

APRON AND TAXIWAY

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

SECTION 29

SIGNS

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

SECTION 30
AVIATION FUEL

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

SECTION 31
LEASE SUBJECT TO GOVERNMENT DEED RESTRICTIONS

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

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

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

- (3) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: Provided, however, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers.
- (b) That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft at the Airport from performing any services on its own aircraft with its own employees (including but not limited to, maintenance and repair) that it may choose to perform;
- (c) That is the Sponsor exercises any of the rights or privileges set forth in subsection (a) of this paragraph, it will be bound by and adhere to the condition specified for contractors set forth in said subsection (a).”

SECTION 32

HAZARDOUS SUBSTANCES

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

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

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

32.2 Tenant shall not store or possess any hazardous substances on the Leased Premises unless

the same are stored or possessed in a manner that complies with all applicable laws, and in no event shall Tenant dispose of any hazardous substances on the Leased Premises without the express prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion.

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

SECTION 33

GENERAL PROVISIONS

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

of any permit or approval to operate the Airport granted to Landlord by the agencies or agency having jurisdiction over the Airport, or the revocation of the licenses issued to Landlord for the operation of the Airport with the rents prorated as of such termination.

- 33.6 Tenant agrees that the Leased Premises are subject to all easements and encumbrances of record. Tenant shall not interfere with said easements.
- 33.7 Tenant agrees that the Leased Premises are subject to the right of Landlord to locate, construct, maintain, reconstruct and repair an Airport beacon and wiring relating thereto on the subject premises; Landlord shall also have a right of access to the Leased Premises for the purpose of locating, construction, maintaining, reconstructing and repairing the Airport beacon and wiring.

SECTION 34 **NOTICES**

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

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

If to Tenant: Mark Shanahan
10799 Falling Water Ln
Unit B
Woodbury, MN 55129
pw1830@gmail.com
612-840-7905

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

SECTION 35 **DATA PRACTICES ACT**

Information supplied by Tenant to Landlord is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"). Such information shall become public

unless it falls into one of the exceptions of the Act. Tenant shall notify Landlord in writing of any data Tenant believes is classified as non-public.

SECTION 36
ENTIRE AGREEMENT

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

SECTION 37
CAPTIONS; TABLE OF CONTENTS

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

SECTION 38
COUNTERPARTS

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

SECTION 39
GOVERNING LAW

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

SECTION 40
CONFLICT OF INTEREST

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

SECTION 41
MEMORANDUM OF LEASE

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

SECTION 42
THIRD PARTY BENEFICIARIES

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

SECTION 43
COMPLIANCE WITH LAWS AND REGULATIONS

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

SECTION 44
FORCE MAJEURE

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

SECTION 45
NON-DISCRIMINATION

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

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

furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination on the grounds of race, sex, color, creed or national origin; and

- (iii) That Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federal-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and said Regulations as may be amended. In the event of a breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and repossess the Leased Premises, and hold the same as if said Lease had never been made or issued.

SECTION 46 **SEVERABILITY**

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

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

LANDLORD:
CITY OF SOUTH ST. PAUL

TENANT:

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

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: Deanna Werner
Title: City Clerk

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

) ss.

Landlord Acknowledgment

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

Notary Public

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

) ss.

Tenant Acknowledgment
[Mark Shanahan]

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

Notary Public

EXHIBIT A

RENT SCHEDULE

The Base Monthly Rent for the Leased Premises shall be as follows.

INITIAL LEASE TERM	RENT	ANNUAL RENT
May 1, 2026 – April 30, 2027	0.344	\$1,564.86
May 1, 2027 – April 30, 2028	0.355	\$1,614.90
May 1, 2028 – April 30, 2029	0.365	\$1,660.39
May 1, 2029 – April 30, 2030	0.376	\$1,710.42
May 1, 2030 – April 30, 2031	0.388	\$1,765.01
May 1, 2031 – April 30, 2032	0.399	\$1,815.05
May 1, 2032 – April 30, 2033	0.411	\$1,869.64
May 1, 2033 – April 30, 2034	0.424	\$1,928.78
May 1, 2034 – April 30, 2035	0.436	\$1,983.36
May 1, 2035 – April 30, 2036	0.449	\$2,042.50

EXHIBIT B

BUILDING STANDARDS POLICY

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

Soffits - a minimum of 12 inches

Gable Overhangs- a minimum of 12 inches

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

Siding- 29-gauge factory painted baked on enamel paint

Colors:

Building- Pebble Beige

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

Roof- White, or match the wainscot

EXHIBIT C

AIRPORT CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

Notes

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

DRAFT

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-65

**RESOLUTION RELATING TO AIRPORT:
APPROVING LAND LEASE AT FLEMING FIELD
WITH MARK SHANAHAN**

WHEREAS, The City Council has reviewed and considered a Lease for Lot 8, Block 2, Airport Rearrangement (the “Lease”);

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

1. That the forms, terms and provisions of the Leases and the transactions contemplated thereby are in all respects, hereby approved and adopted.
2. That the Mayor and the City Clerk are hereby authorized and directed to sign the Leases in the name and on behalf of the City in the form hereby approved.

Adopted this 18th day of May 2026.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE:

May 18, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

11.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Site Plan Review for Riverside Holdings, LLC

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2026-67 approving a site plan for a new 50,400 sq. ft. light industrial building for Riverside Holdings, LLC at the vacant property at the intersection of Armour Avenue and Hardman Avenue South

OVERVIEW

Application

The Applicant, RJ Ryan on behalf of Riverside Holdings, LLC (Bonfe Plumbing and HVAC), is seeking site plan approval to construct a new 50,400 sq. ft. office-warehouse building on the vacant property at the intersection of Armour Avenue and Hardman Avenue South (PIDs #36-48841-03-013).

Project Overview

The Applicant is seeking to construct a new 50,400 sq. ft. light industrial warehouse building on the subject property. The building will be oriented towards Armour Avenue with the building entrance and main parking lot running parallel to Armour Avenue. The portion of the building on the Hardman Avenue side of the property will function as the rear of the building and will contain a loading dock and several service doors into the facility. Landscaping will be present throughout the site, including along a 6-foot-tall wrought iron fence that will provide security for the Hardman Avenue yard. The exterior façade and finish of the building will match Bonfe's existing building at 455 Hardman Avenue South, giving the site a cohesive look.

The single-story facility will have approximately 6,700 square feet of finished office space and just under 43,700 sq. ft. of warehouse space. The purpose of the facility will be to support the business' day-to-day operations. Bonfe will continue to operate out of its existing facility at 455 Hardman Avenue South which primarily supports the businesses' general operations (call center, payroll, accounting, etc.) while the new facility will offer interior storage, training, and equipment maintenance space. The new facility would create approximately 40 new jobs. The

hours of operation for the facility would mirror the operation hours of Bonfe's other facility, which are 6:30 AM to 10:00 PM, Monday through Sunday.

Background

The subject property is currently owned by the South St. Paul Economic Development Authority (EDA) and is one of the last few vacant parcels in the Bridgepoint Business Park. The South St. Paul Housing and Redevelopment Authority, a predecessor to the EDA, acquired the subject property in multiple phases between 1988 and 1994 as part of a larger initiative to transform the land that previously hosted the stockyards, and the Armour and Swift meat packing plants into a healthy and productive modern business park.

In August of 2025, the EDA entered into a purchase agreement with Riverside Holdings, LLC (the real estate holdings company owned by the principal of Bonfe Plumbing & Heating) to acquire and redevelop the property with a new 50,000 square foot office-warehouse facility. Today, Bonfe owns and operates a 40,500 sq. ft. facility across the street at 455 Hardman Avenue South. The existing facility was purpose-built for the business in 2015/2016. In the decade since their existing facility was constructed, Bonfe's operations have outgrown their existing space and today Bonfe leases a property in another community to meet their operational needs.

The company approached the City in 2024 and expressed an interest in constructing a second facility near their Hardman Avenue facility to consolidate their business operations in one location. The EDA has worked for several years to position the subject property for redevelopment and Bonfe's proposal aligns nicely with the EDA's tax base density goals and job creation goals. The redevelopment of the subject property will support an existing business by constructing additional space for their growing operations, creating approximately 40 new family-sustaining jobs, and expanding the City's tax base.

Zoning and Comprehensive Plan Summary

The subject property is zoned I-1, light industrial district. "Offices" and "warehouses" are permitted uses within the I-1 zoning district. The 2040 Comprehensive Plan guides the subject property as "LI- Light Industrial." Properties with light industrial guiding should have uses such as office-warehouse, office-showroom, warehousing and storage, assembly and light manufacturing, utility installation, and offices. The proposed use of the property is consistent with the Comprehensive Plan guidance.

Properties with I-1 zoning are subject to setback, lot size, floor area ratio (FAR), architectural, and landscaping requirements that encourage the construction of modern, professional-looking light industrial facilities with a healthy building footprint. The proposed redevelopment would comply with the relevant zoning regulations so no variances, conditional use permits or interim use permits are required to construct or operate the proposed facility. Formal site plan review by the Planning Commission and City Council is required for any new construction within the City's industrial or light industrial zoning district, even if no discretionary zoning approvals are required. With a site plan review, the City's role is to confirm the project meets all applicable

City Code requirements. The project complies with all applicable code standards. An in-depth review of the development and the relevant city code standards can be found in Planning Commission report which is Attachment 2.

Planning Commission Review

The Planning Commission reviewed the application for the proposed development at their May 6th meeting. Site plan review does not require a public hearing, so no hearing was held at the meeting. The Planning Commission was overwhelmingly supportive of the application. At the conclusion of the discussion, the Planning Commission recommended approval of the site plan with a 6-0 vote.

Recommended Action

Adopt Resolution 2026-67 approving a site plan for a new 50,400 square foot office-warehouse building on the property at the intersection of Armour Avenue and Hardman Avenue South.

60-Day Review Period Deadline: June 5, 2026

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Resolution 2026-67 - Approving Site Plan Review for Riverside Holdings LLC
2. Planning Commission Report -Site Plan Review for Riverside Holdings, LLC (Bonfe)

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-67

A RESOLUTION APPROVING A SITE PLAN FOR RIVERSIDE HOLDINGS, LLC

WHEREAS, the City received an application from RJ Ryan on behalf of Riverside Holdings, LLC for site plan approval to construct a new 50,000 light industrial warehouse on the vacant property at the intersection of Armour Avenue and Hardman Avenue South; and

WHEREAS, the subject property (“the Property”) is legally described in Attachment A; and

WHEREAS, the Planning Commission held a public hearing on the application at their May 6, 2026 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission recommended Approval of the application at their May 6, 2026 meeting with a 6-0 vote; 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 May 6, 2026 regarding this matter are hereby adopted and included herein by reference including the following attachments:
 - a. Site Location Map
 - b. Site Plan for Proposed Development
 - c. Floor Plan
 - d. Building Elevations
 - e. Civil Plans
 - f. Landscaping Plan
 - g. Photometric Plan
 - h. City Engineer’s Letter
 - i. Applicant’s Narrative
2. Findings.
 - A. The City Council determines the site plan is consistent with the Comprehensive Plan and the applicable sections of the City Code.

B. The City Council approves the site plan, subject to the following conditions:

1. **Compliance with Plans/Submittals.** The site shall be utilized in substantial conformance with the following plans on file with the Planning Department:

a. Application (RJ Ryan/Riverside Holdings)	April 1, 2026
b. Narrative	April 6, 2026
c. Site Plan– Sheet A1 (RJ Ryan Construction, Inc.)	April 3, 2026
d. Floor Plan- Sheet A2 (RJ Ryan Construction Inc.)	April 3, 2026
e. Building Elevations- Sheet A6 (RJ Ryan Construction Inc.)	April 3, 2026
f. Landscape Plan- Sheet L1 (RJ Ryan Construction	April 3, 2026
g. Civil Plans- Sheets C0-C8 (Rehder & Associates, Inc)	May 14, 2026
h. Site Photometric Plan- Sheet E5.1 (Stinson Electric Inc.)	April 3, 2026
i. Colored Exterior Elevations (RJ Ryan Construction Inc.)	Undated
j. Stormwater Management Report (Rehder & Associates, Inc)	February 2, 2026
2. **Building Permit Required for Proposed Building.** The Applicant shall obtain a building permit prior to starting the project. The review and approval of the site improvement pursuant to the requirements of the City’s adopted Building and Fire Code shall be in addition to the site plan review process. The site plan approval process does not imply compliance with the requirements of these codes.
3. **Landscaping Requirements.** The Applicant shall install and maintain landscaping that is substantially consistent with the approved landscaping plan dated April 3, 2026. Minor changes to be the landscaping plan may be approved administratively by the Zoning Administrator.
4. **Landscaping Guarantee.** The Applicant shall establish a \$7,500 landscaping guarantee prior to obtaining their building permit for the proposed building. The security shall be maintained for at least one (1) year after the date that the last landscaping 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.
5. **Right-of-Way Patching/Restoration Escrow.** The Applicant shall establish an escrow for patching and restoration related to work within the public right-of-way (i.e. the connection to the storm manhole on Hardman Avenue) prior to issuance of the building permit. The escrow shall be in the amount of 125% of the cost of the restoration work.
6. **Stormwater Maintenance Agreement.** The Applicant shall enter into a stormwater maintenance agreement with the City for the proposed building’s stormwater infrastructure.
7. **Geotechnical Report Confirmation Required.** The Applicant will need to provide a statement or acknowledgement from AET that the soils report that was prepared for a previous development at the site can be used for the proposed development. If not, the

Applicant will need to provide an updated geotechnical report for the proposed development.

8. **Mechanical Equipment Screening Plan.** A mechanical equipment screening plan shall be submitted as part of the building permit submittal for the proposed building. All ground-mounted and building-attached mechanical equipment shall be screened according to the standards contained within Section 118-9. All roof-mounted mechanical equipment shall be screened according to the standards contained within City Code Section 118-242.
9. **Signage Permits Required.** No signage shall be installed without the Applicant first obtaining the appropriate sign permits. All signage is subject to review and approval by the Zoning Administrator.
10. **Trash Handling for Subject Property.** All dumpsters that serve the subject property shall be stored within the trash enclosure which shall be built and maintained consistent with the approved plans. Exterior trash handling without an enclosure is prohibited.
11. **SAC Fees.** The Applicant will be required to pay any Sewer Access Charge (SAC) fees consistent with the Metropolitan Council requirements at time of building permit for the proposed building.
12. **Approvals from Other Agencies.** The Applicant shall be responsible for obtaining any required approvals from other agencies such as Dakota County, the Minnesota Pollution Control Agency (MPCA), and the Minnesota Department of Health.
13. **City Engineer's Letter.** The Applicant shall address the issues raised in the City Engineer's letter dated May 13, 2026

Adopted this 18th day of May, 2026

City Clerk

ATTACHMENTS

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

**ATTACHMENT A
LEGAL DESCRIPTION**

LOT 1, BLOCK 3, MISSISSIPPI LANDING 2ND ADDITION according to the recorded plat thereof, Dakota County, Minnesota

Torrens Property

PID: 36-48841-03-013



ATTACHMENT B
CITY ENGINEER'S LETTER

City of South St. Paul

Engineering Department

May 13, 2026

Associate Planner Monika Miller
125 3rd Avenue N
South St. Paul, MN 55075

Re: Armour Avenue & Hardman Avenue Site
Riverside Holdings LLC (Bonfe Plumbing & Heating)
Plan Review

Ms. Miller,

The Engineering Department reviewed the submittal for the Riverside Holdings LLC (Bonfe Plumbing & Heating) development with plans dated April 30, 2026, and 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.
2. Applicant to submit a cost estimate for improvements within the public right-of-way (i.e. connecting to the storm manhole on Hardman Avenue, sidewalk removal and replacements). An escrow in the amount of 125% of the cost of the improvements that impact the public right-of-way will be required prior to building permit approval.
3. Per Building Official Joe Heimkes's email to Nick Weisner dated April 14, 2026, city staff need an acknowledgement from AET stating that the soils report originally prepared for the Cobra Transportation building can be used for this project before the project can be approved.
4. A traffic control plan will be required prior to construction for any work that blocks shoulders and travel lanes on Armour Avenue and Hardman Avenue.
5. As stated on the plans, the contractor shall coordinate all work or land disturbing activities within the North States Power Company Easement. The Xcel contacts for the South St. Paul area are listed below:
 - a. Xcel Gas: Justin Pinska - Justin.D.Pinska@xcelenergy.com
 - b. Xcel Electric: Jeremy Moore - Jeremy.A.Moore@xcelenergy.com

Sanitary Sewer and Watermain Plan

1. As currently shown on the plans, the removal of the existing 6" water stub would require the water main along Hardman Avenue to be shut off. Engineering staff recommends cutting and capping the existing stub just west of the existing gate valve rather than



removing it to the main. The proposed wet tap would then have to be shifted away from the existing tee.

Storm Sewer and Grading

1. A Stormwater Maintenance Agreement will be required and must be recorded against the property. 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 it to the applicant for review.
2. Retaining walls over 4-ft in height must be designed by a licensed engineer and the design must be provided at the time of the building permit submittal for retaining walls.

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

Sincerely,

Kelsey Gelhar, P.E.

City Engineer



PLANNING COMMISSION AGENDA REPORT

DATE:

May 6, 2026 **Amended May 15, 2026**

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

5.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Site Plan Review for Riverside Holdings, LLC (Bonfe Plumbing & Heating)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

A motion recommending approval or denial of a site plan for a new 50,400 sq. ft. office-warehouse building on the vacant parcel at the intersection of Armour Avenue and Hardman Avenue South.

OVERVIEW

Application

The Applicant, RJ Ryan on behalf of Riverside Holdings, LLC (Bonfe Plumbing and HVAC), is seeking site plan approval to construct a new 50,400 sq. ft. office-warehouse building on the property at the intersection of Armour Avenue and Hardman Avenue South (PIDs #36-48841-03-013).

Review Timeline

Complete Application Submittal Date: April 6, 2026

Planning Commission: May 6, 2026

Tentative City Council Meeting: May 18, 2026

60-Day Review Deadline: June 5, 2026

Background

The subject property is a vacant, triangular-shaped property located at the intersection of Armour Avenue and Hardman Avenue South. The property is currently owned by the South St. Paul Economic Development Authority (EDA) and is one of the last few vacant parcels in the Bridgepoint Business Park. The South St. Paul Housing and Redevelopment Authority, a predecessor to the EDA, acquired the subject property in multiple phases between 1988 and 1994 as part of a larger initiative to transform the land that previously hosted the stockyards, and the Armour and Swift meat packing plants into a healthy and productive modern business park.

In August of 2025, the EDA entered into a purchase agreement with Riverside Holdings, LLC (the real estate holdings company owned by the principal of Bonfe Plumbing & Heating) to acquire and redevelop the property with a new 50,000 square foot office-warehouse facility. Today, Bonfe owns and operates a 40,500 sq. ft. facility across the street at 455 Hardman Avenue South. The existing facility was purpose-built for the business in 2015/2016. In the decade since their existing facility was constructed, Bonfe's operations have outgrown their existing space and today Bonfe leases a property in another community to meet their operational needs.

Bonfe approached the City in 2024 and expressed an interest in constructing a second facility near their Hardman Avenue facility to consolidate their business operations in one location. The EDA has worked for several years to position the subject property for redevelopment and Bonfe's proposal aligns nicely with the EDA's tax base density goals and job creation goals. The redevelopment of the subject property will support an existing business by constructing additional space for their growing operations, creating approximately 40 new family-sustaining jobs, and expanding the City's tax base.

Project Overview

The Applicant is seeking to construct a new 50,400 sq. ft. light industrial warehouse building on the subject property. The building will be oriented towards Armour Avenue with the building entrance and main parking lot running parallel to Armour Avenue. The portion of the building on the Hardman Avenue side of the property will function as the rear of the building and will contain a loading dock and several service doors into the facility. Landscaping will be present throughout the site, including along a 6-foot-tall wrought iron fence that will provide security for the Hardman Avenue yard. The exterior facade and finish of the building will match Bonfe's existing building at 455 Hardman Avenue South across the street, giving the two properties a cohesive look.

The single-story facility will have approximately 6,700 square feet of finished office space and roughly 43,700 sq. ft. of warehouse space. The purpose of the facility will be to support the business' day-to-day operations. Bonfe will continue to operate out of its existing facility at 455 Hardman Avenue South which primarily supports the businesses' general operations (call center, payroll, accounting, etc.) while the new facility will offer interior storage, training, and equipment maintenance space. The new facility would create approximately 40 new jobs. The hours of operation for the facility would mirror the operation hours of Bonfe's other facility, which are 6:30 AM to 10:00 PM, Monday through Sunday.

Zoning and Comprehensive Plan Summary

The subject property is zoned I-1, light industrial district. "Offices" and "warehouses" are permitted uses within the I-1 zoning district. The performance standards for the I-1 zoning district include setback, lot size, floor area ratio (FAR), architectural and landscaping requirements that encourage the construction of modern, professional-looking light industrial facilities with a healthy building footprint. The proposed redevelopment would comply with the

relevant zoning regulations, so no variances, conditional use permits or interim use permits are required to construct or operate the proposed facility. Formal site plan review by the Planning Commission and City Council is required for any new construction within the City's light industrial zoning district, even if no discretionary zoning approvals are required. The purpose of a formal site plan review is to confirm the project meets all applicable City Code requirements before the project is eligible for a building permit.

The property falls within the Mississippi River Corridor Critical Areas and is in the "UM, Urban Mixed District" which is a part of the river corridor whose character is consistent with existing intensive development. In the UM district, the expectation is that development will be required to preserve river aesthetics and there are restrictions on buildings that are over 65 feet tall. The property is almost 1,000 feet away from the Mississippi River and would not directly impact the river or its aesthetics.

The 2040 Comprehensive Plan guides the subject property as "LI- Light Industrial." Properties with light industrial guiding should have uses such as office-warehouse, office-showroom, warehousing and storage, assembly and light manufacturing, utility installation, and offices. The proposed use of the property is consistent with the Comprehensive Plan guidance.

Relevant City Code Chapters

- City Code Section 118-9 regulates architectural requirements for commercial and industrial buildings
- City Code Section 118-47 outlines the procedures and requirements for site plan review
- City Code Section 118-134 regulates the I-1, light industrial zoning district
- City Code Sections 118-165 through Section 118-177 of the City Code regulates the Mississippi River Corridor zoning overlay district.
- City Code Section 118-199 which regulates fences
- City Code Section 118-243 regulates landscaping
- City Code Section 118-245 regulates lighting and glare
- City Code Section 118-326 to 118-338 regulates signage
- City Code Sections 118-351 to 118-355 regulates off-street parking and loading

Site Plan Review

Requirement Type	Required by Code	Proposed
Overall Site		
Lot Size	1 acre	3.8 acres

Landscaped Area	15%	35%
Building Dimensions		
Minimum Floor Area Ratio (FAR) Requirement	.2 FAR	~.3 FAR
Building Height	- Less than 50 feet (I-1) - Less than 65 feet (MRCCA)	29 feet 4 inches
Building Setbacks		
Front Yard (defined as any street frontage)	30 feet from any street frontage	- 72 feet from Armour Avenue property line - 40+ feet from Hardman Avenue South property line
Side or Rear Yard Facing Railroad	0 feet	20 feet
Parking Setbacks		
Front Yard (any street frontage)	20 feet	- 20 feet from Armour Avenue - 20 feet from Hardman Avenue
Side or Rear Yard	10 feet	More than 10 feet
Is the Subject Property In Any Special Overlay Districts?		
Floodplain District?	No	
MRCCA	Yes	

Building Architecture

City Code Section 118-9 lays out architectural requirements for various types of buildings. The Code divides exterior materials into five (5) different classes and requires different types of buildings to utilize materials from specific classes. Industrial or warehouse buildings must use at least 2 different Class I or Class II materials and the building materials must be composed of at least 60% Class I or Class II materials, no more than 40% Class III and Class IV materials, and no more than 10% Class IV materials. The proposed building would be constructed of primarily aggregate precast concrete wall panels (Class II material) and glass windows (Class I material)

with prefinished metal cornice and canopies (Class III materials) that complement the precast wall panels. The color and finish of the building will match the color and finishes on the Bonfe building across the street at 455 Hardman Avenue South. The proposed building materials comply with the architectural requirements and will have a look that is harmonious with the rest of the buildings in the Bridgepoint Business Park.

Building Height, Size, and Lot Coverage

The proposed building will be 29 feet 4 inches at its highest point, which is well below the maximum permitted height of 50 feet in the I-1 zoning district and the maximum height of 65 feet that is permitted in the MRCCA UM district. The proposed building would be approximately 50,400 square feet in area. The I-1 district has a minimum building size requirement but no maximum building size requirement. The minimum building size standard is known as the floor area ratio requirement. A floor area ratio requirement (commonly referred to as FAR) regulates the total floor area of a building in relation to the lot size. The I-1 district has a minimum FAR requirement of .2. The proposed building would have a .3 FAR. A single-story building with a .3 FAR translates to 30% of the lot being covered by a building. The I-1 district does not limit how much of a lot can be covered by a building.

Lighting

The Applicant has submitted a lighting and photometric plan that appears to comply with Section 118-245 of the City Code which regulates lighting, lighting fixtures, and glare. To comply, lighting from the site cannot exceed one footcandle as measured from the centerline of the street.

Landscaping

The I-1 district requires that 15% of a parcel's total area be landscaped. The landscaping plan must include overstory trees, understory trees, and appropriate plants and shrubs. The minimum number of overstory trees provided must be equal to the lot perimeter divided by 70.

The Applicant has proposed an attractive landscaping plan that meets the minimum requirements. The landscaping includes a total of 26 trees around the property, including 15 overstory trees (swamp white oaks, honey locust, and autumn blaze maple) and 11 evergreen trees. Additional vegetation is proposed around the building's entrance and the internal parking lots.

MRCCA

The subject property is located in the Mississippi River Corridor Critical Area. Each property in MRCCA is assigned a zoning designation based on the use of the site. MRCCA has performance standards including structure height limitations, setbacks from designated natural resources (called Primary Conservation Areas or PCAs), vegetation management standards, land alteration standards, and subdivision standards. These standards vary in intensity depending on the MRCCA zoning district the property is in. The subject property's MRCCA zoning is UM, Urban

Mixed District. The UM district is comprised of large areas of highly urbanized development that include residential, institutional, commercial, and industrial uses. The only MRCCA regulation applicable to this project is the building height limit. The proposed building height of 29 feet 4 inches is consistent with the MRCCA building height limit of 65 feet. The proposed development complies with MRCCA requirements.

Fencing

The development will include a 6-foot-tall wrought iron fence on the Hardman Avenue South side of the property and on top of the retaining walls around the stormwater ponds. Properties with industrial zoning are permitted to have fencing that is up to 8 feet tall in any yard so long as the fence is see-through. The proposed fence would be see-through. The top of the retaining walls would be level with the nearby grade, giving the fence on top of the retaining wall the appearance of being at grade, as opposed to being elevated several feet above grade.

Parking Lot Islands

Parking lots that are larger than 6,000 square feet in size are required to include landscape islands. The plans include at least two landscaped islands. The additional landscaping that has been provided throughout the interior of the lot will result in compliance with the parking lot island requirement.

Parking

Sections 118-351 to 118-355 regulate various aspects of off-street parking, such as the minimum number of automobile parking spaces that must be provided based on property's use, the size and width of parking stalls and drive lanes, and the overall design of the parking facilities. Most of the Applicant's general parking is provided on the north and east sides of the building. The proposed parking areas comply with the setback requirements for off-street parking areas.

The default automobile parking requirement for the site is based on the amount of office and warehouse space is 39 stalls. The development proposes 48 exterior stalls and 19,200 sq. ft. of area for vehicle storage within the building. The number of exterior automobile parking spaces provided, combined with the additional space for vehicle parking inside the building, exceeds the amount of off-street parking that must be provided. City Staff would highly encourage the Applicant to also consider providing on-site bicycle parking, since some employees may want to commute using the nearby Mississippi River Greenway.

Signage

Properties in the I-1 zoning district are automatically eligible for up to 200 sq. ft. of signage. The maximum allowable size for an individual sign in the city's commercial and industrial districts is 100 sq. ft. The Applicant is proposing to install a single wall sign on the north side of the building facing Armour Avenue. The sign would be approximately 68 sq. ft in size, meaning the property would be eligible for additional signage in the future.

Trash Handling at Subject Property

Trash handling will involve an exterior trash enclosure on the southeast side of the site. The enclosure will be around 8 feet tall and will be made of composite fencing material. This proposed plan for trash handling complies with the City Code.

On-Site Stormwater Management

Stormwater is proposed to be managed on site with two separate stormwater ponds. One would be located south of the building near the trash enclosure. The other would be located east of the building on the Hardman Avenue South side of the building. The City Engineer has reviewed and is comfortable with the proposed stormwater management plan and the stormwater management report that was submitted with the application. Riverside Holdings LLC will need to enter into a stormwater maintenance agreement with the City for the private stormwater facilities.

Feedback from Other Departments

Staff requested feedback from other departments as part of the internal review process for the Applicant's request. The City Engineer drafted a letter with comments that must be addressed. This letter is included as Attachment 8.

Discussion

The proposed project will be fully code compliant and does not require any variances or conditional use permits. In the case of a site plan review, it is the role of the Planning Commission to review City Staff's analysis and confirm the application meets the applicable requirements laid out in the City Code. The City generally does not get to add "case by case" discretionary conditions to a site plan approval, like with a conditional use permit or a variance. Rather, all conditions of approval must be firmly grounded in City Code, Fire Code, and Building Code requirements and citywide Engineering standards. If the Planning Commission wants to recommend denial of the site plan, the Commission would need to adopt formal findings of fact and identify one or more specific Code provisions that the project fails to meet.

Staff Recommendation

City Staff recommends approval of the site plan review, subject to the following conditions:

1. **Compliance with Plans/Submittals.** The site shall be utilized in substantial conformance with the following plans on file with the Planning Department:
 - a. **Application (RJ Ryan/Riverside Holdings)- April 1, 2026**
 - b. **Narrative - April 6, 2026**
 - c. **Survey/Site Demolition Plan- C-1 (Rehder & Associates, Inc - April 28, 2026**
 - d. **Site Plan- Sheet A-1 (RJ Ryan Construction Inc.)- April 3, 2026**
 - e. **Floor Plan- Sheet A2 (RJ Ryan Construction Inc.)- April 3, 2026**

- f. **Building Elevations- Sheet A6 (RJ Ryan Constriction Inc.)- April 3, 2026**
- g. **Landscape Plan- Sheet L1 (RJ Ryan Construction Inc.)- April 3, 2026**
- h. **Civil Plans- Sheets C0-C7 (Rehder & Associates, Inc.)- April 30, 2026**
- i. **Site Photometric Plan- Sheet E5.1 (Stinson Electric Inc.)- April 3, 2026**
- j. **Colored Exterior Elevations (RJ Ryan Construction Inc.)- Undated**
- k. **Stormwater Management Report (Rehder & Associates, Inc.)- February 2, 2026**

2. **Building Permit Required for Proposed Building.** The Applicant shall obtain a building permit prior to starting the project. The review and approval of the site improvement pursuant to the requirements of the City's adopted Building and Fire Code shall be in addition to the site plan review process. The site plan approval process does not imply compliance with the requirements of these codes.
3. **Landscaping Requirements.** The Applicant shall install and maintain landscaping that is substantially consistent with the approved landscaping plan dated April 3, 2026. Minor changes to the landscaping plan may be approved administratively by the Zoning Administrator.
4. **Landscaping Guarantee.** The Applicant shall establish a \$7,500 landscaping guarantee prior to obtaining their building permit for the proposed building. The security shall be maintained for at least one (1) year after the date that the last landscaping 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.
5. **Right-of-Way Patching/Restoration Escrow.** The Applicant shall establish an escrow for patching and restoration related to work within the public right-of-way (i.e. the connection to the storm manhole on Hardman Avenue) prior to issuance of the building permit. The escrow shall be in the amount of 125% of the cost of the restoration work.
6. **Stormwater Maintenance Agreement.** The Applicant shall enter into a stormwater maintenance agreement with the City for the proposed building's stormwater infrastructure.
7. **Geotechnical Report Confirmation Required.** The Applicant will need to provide a statement or acknowledgment from AET that the soils report that was prepared for a previous development at the site can be used for the proposed development. If not, the Applicant will need to provide an updated geotechnical report for the proposed development.
8. **Mechanical Equipment Screening Plan.** A mechanical equipment screening plan shall be submitted as part of the building permit submittal for the proposed building. All ground-mounted and building-attached mechanical equipment shall be screened according to the standards contained within Section 118-9. All roof-mounted mechanical

equipment shall be screened according to the standards contained within City Code Section 118-242.

9. **Signage Permits Required.** No signage shall be installed without the Applicant first obtaining the appropriate sign permits. All signage is subject to review and approval by the Zoning Administrator.
10. **Trash Handling for Subject Property.** All dumpsters that serve the subject property shall be stored within the trash enclosure, which shall be built and maintained consistent with the approved plans. Exterior trash handling without an enclosure is prohibited.
11. **SAC Fees.** The Applicant will be required to pay any Sewer Access Charge (SAC) fees consistent with the Metropolitan Council requirements at time of building permit for the proposed building.
12. **Approvals from Other Agencies.** The Applicant shall be responsible for obtaining any required approvals from other agencies such as Dakota County, the Minnesota Pollution Control Agency (MPCA), and the Minnesota Department of Health.
13. **City Engineer's Letter.** The Applicant shall address the issues raised in the City Engineer's letter dated April 23, 2026.

Required Action

The Planning Commission has the following actions available regarding the application:

- **Approval**

If the Planning Commission wishes to recommend approval of the site plan review, the following action should be taken:

- Motion to recommend approval of a site plan review for a 50,400 sq. ft. facility at the property at the intersection of Armour Avenue and Hardman Avenue South, subject to the conditions listed in the staff report.

- **Denial**

If the Planning Commission wishes to recommend denial of the site plan review on the grounds that the development does not meet the minimum requirements, the following action should be taken:

- Motion to recommend denial of a site plan review for a 50,400 sq. ft. facility at the property at the intersection of Armour Avenue and Hardman Avenue South, subject to the conditions listed in the staff report.

If the Planning Commission wishes to recommend denial of the site plan review, specific findings would need to be adopted that the site plan does not meet the minimum development requirements.

SOURCE OF FUNDS

N/A

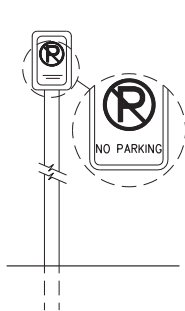
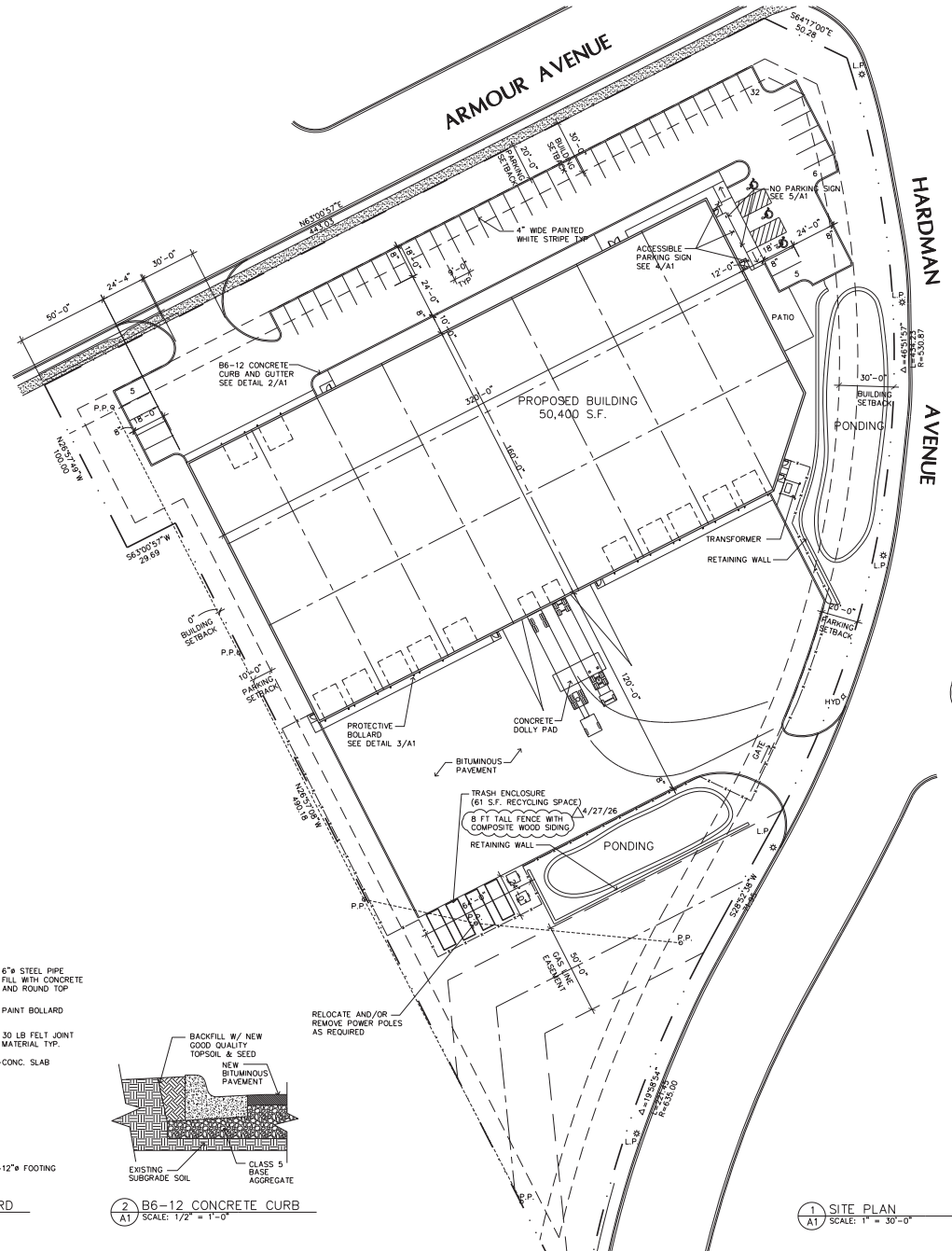
ATTACHMENTS

1. Site Location Map
2. Site Plan for Proposed Development
3. Floor Plan
4. Building Elevations
5. Civil Plans
6. Landscaping Plan
7. Photometric Plan
8. City Engineer's Letter
9. Applicant's Narrative

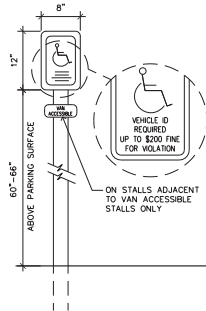
**ATTACHMENT 1
SITE LOCATION MAP**



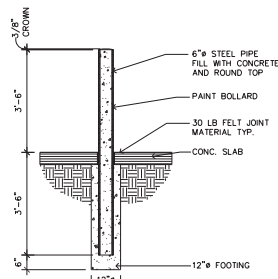
ATTACHMENT 2 SITE PLAN FOR PROPOSED DEVELOPMENT



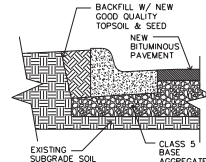
5 NO PARKING SIGN
A1 SCALE: 1" = 1'-0"



4 ACCESSIBLE PARKING SIGN
A1 SCALE: 1" = 1'-0"



3 PROTECTIVE BOLLARD
A1 SCALE: 1/2" = 1'-0"



2 B6-12 CONCRETE CURB
A1 SCALE: 1/2" = 1'-0"

1 SITE PLAN
A1 SCALE: 1" = 30'-0"

LAMPERT ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone: 763.755.1211 Fax: 763.757.2849
lampo@lampart-arch.com

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

Leonard Lampert
SIGNATURE
LEONARD LAMPERT
PRINT NAME
13669
LICENSE NO.
4/3/26
DATE

RJ Ryan
Construction, Inc.
Commercial Design and Construction
100 University Ave. Suite 200 St. Paul, MN 55102
Tel: 651.486.2020 Fax: 651.486.2025

BONFÉ
South St. Paul, Minnesota

Copyright 2026 Leonard Lampert Architects Inc.			
Project Designer: JAMES B			
Drawn By: JRB			
Checked By: LL			
Revisions			
1/2/26	PRELIMINARY		
1/6/26	CITY SUBMITTAL		
1/29/26	PRELIMINARY		
3/26/26	CITY SUBMITTAL		
4/3/26	ISSUE FOR PERMIT		

SITE PLAN

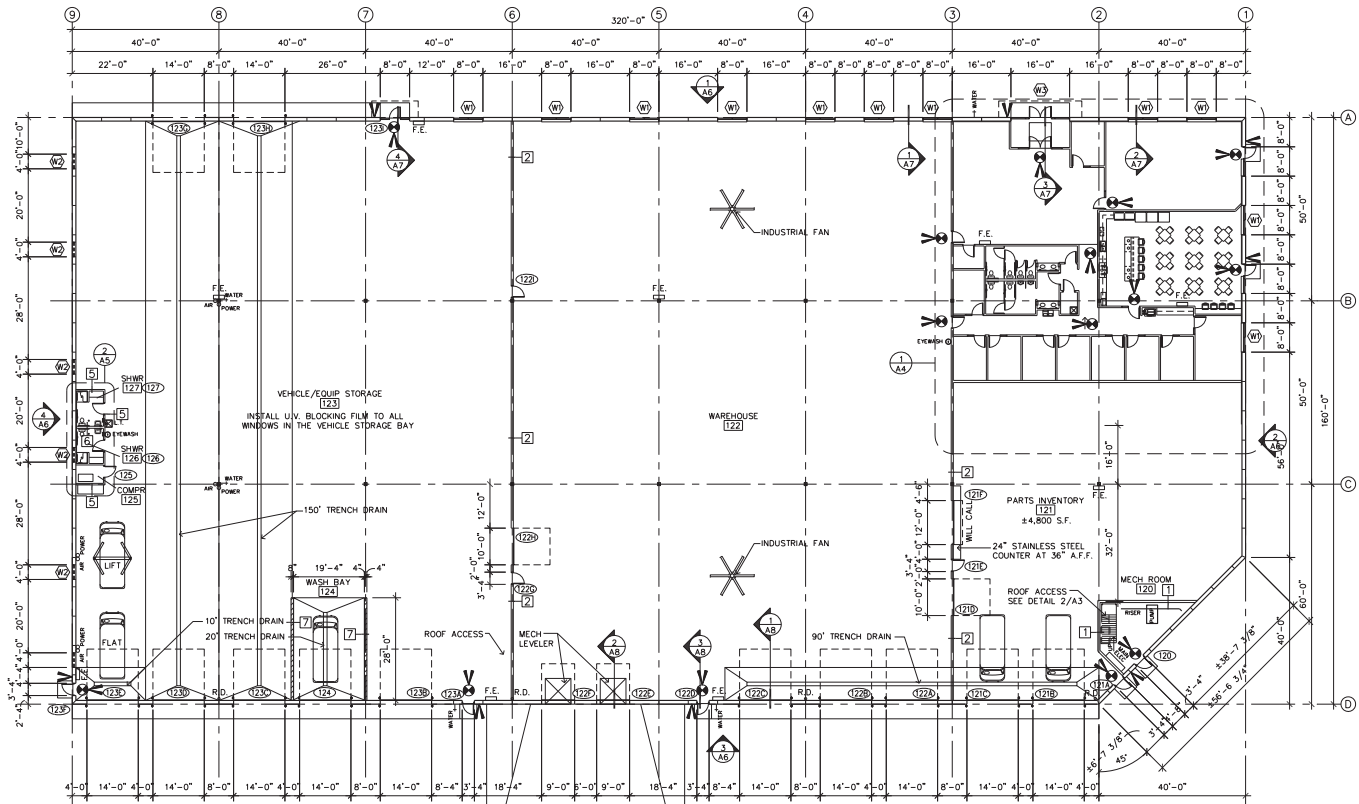
Sheet Number

A1

Project No. 250604-4

NORTH

ATTACHMENT 3
FLOOR PLAN



- PLAN NOTES
1. EXIT SIGNAGE. PROVIDE EMERGENCY BACK-UP POWER
 2. EMERGENCY LIGHTING. PROVIDE EMERGENCY BACK-UP POWER AND (1) FOOT CANDLE AT THE WALKING SURFACE.
 3. FIRE EXTINGUISHER. VERIFY SIZE AND SPACING WITH BUILDING OFFICIAL.

1 FLOOR PLAN
A2 SCALE: 1/16" = 1'-0"

LAMPERT ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone: 763.757.1311 Fax: 763.757.2849
lperpet@lperpet-arch.com

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

Leonard Lampert
SIGNATURE
LEONARD LAMPERT
PRINT NAME
13669
LICENSE NO.
4/3/26
DATE

RJRyan
Construction, Inc.
Commercial Design and Construction
1000 West County Road
St. Paul, MN 55102
Tel: 651-481-0000

BONFE
South St. Paul, Minnesota

Copyright 2025
Leonard Lampert Architects Inc.
Project Designer: JAMES B.
Drawn By: JRB
Checked By: LL
Revisions
1/5/26 PRELIMINARY
1/6/26 CITY SUBMITTAL
1/23/26 PRELIMINARY
3/26/26 CITY SUBMITTAL
4/3/26 ISSUE FOR PERMIT

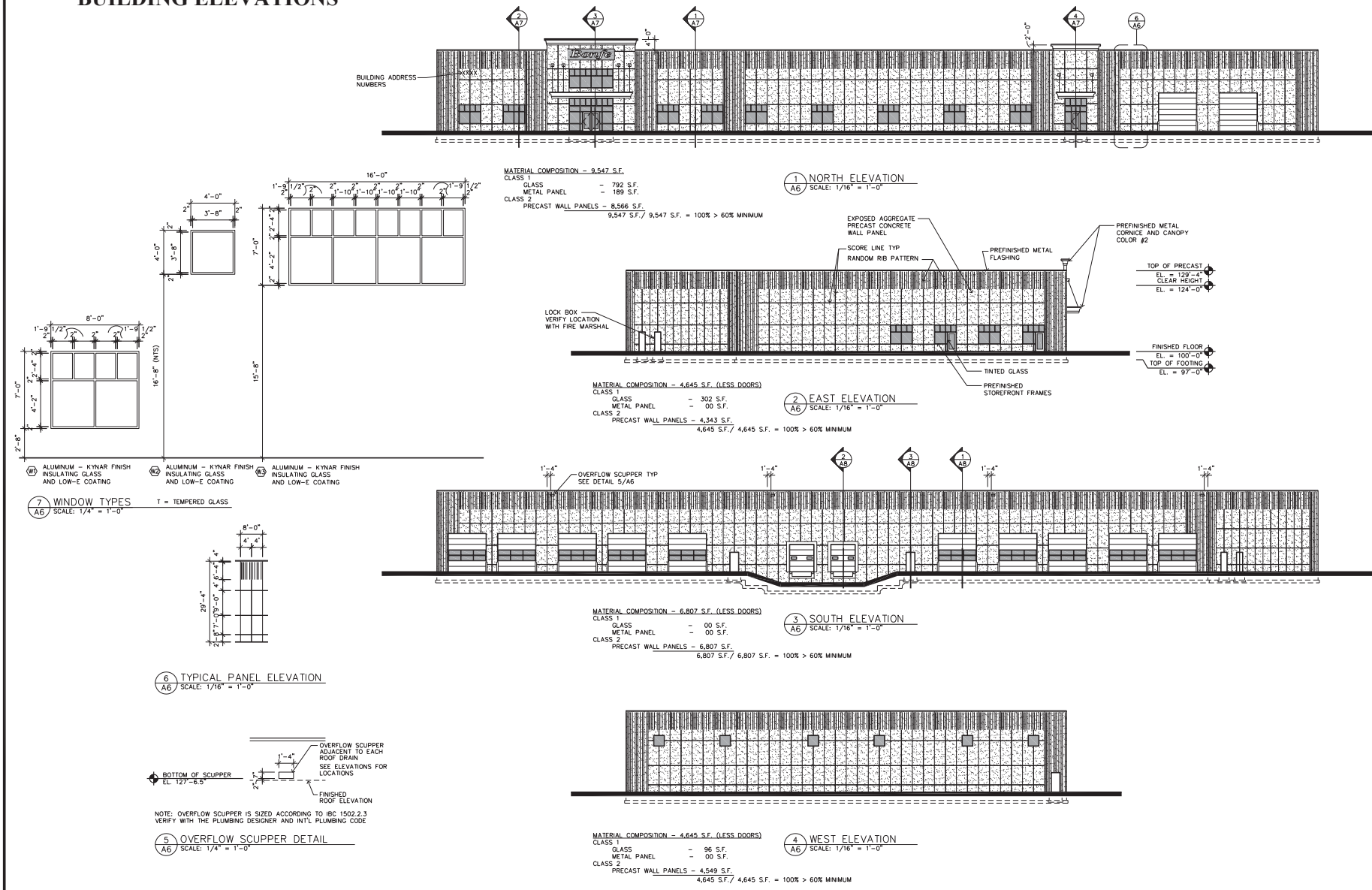
FLOOR PLAN

Sheet Number

A2

Project No. 250604-4

ATTACHMENT 4
BUILDING ELEVATIONS



LAMPERT ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone: 763.753.1311 Fax: 763.757.2549
lampo@lampoarch.com

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LEONARD LAMPERT
PRINT NAME
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LICENSE NO.
4/3/26
DATE

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Project Designer: JAMES B
Drawn By: JRB
Checked By: LL

Revisions

1/5/26	PRELIMINARY
1/6/26	CITY SUBMITTAL
1/23/26	PRELIMINARY
3/26/26	CITY SUBMITTAL
4/3/26	ISSUE FOR PERMIT

BUILDING ELEVATIONS

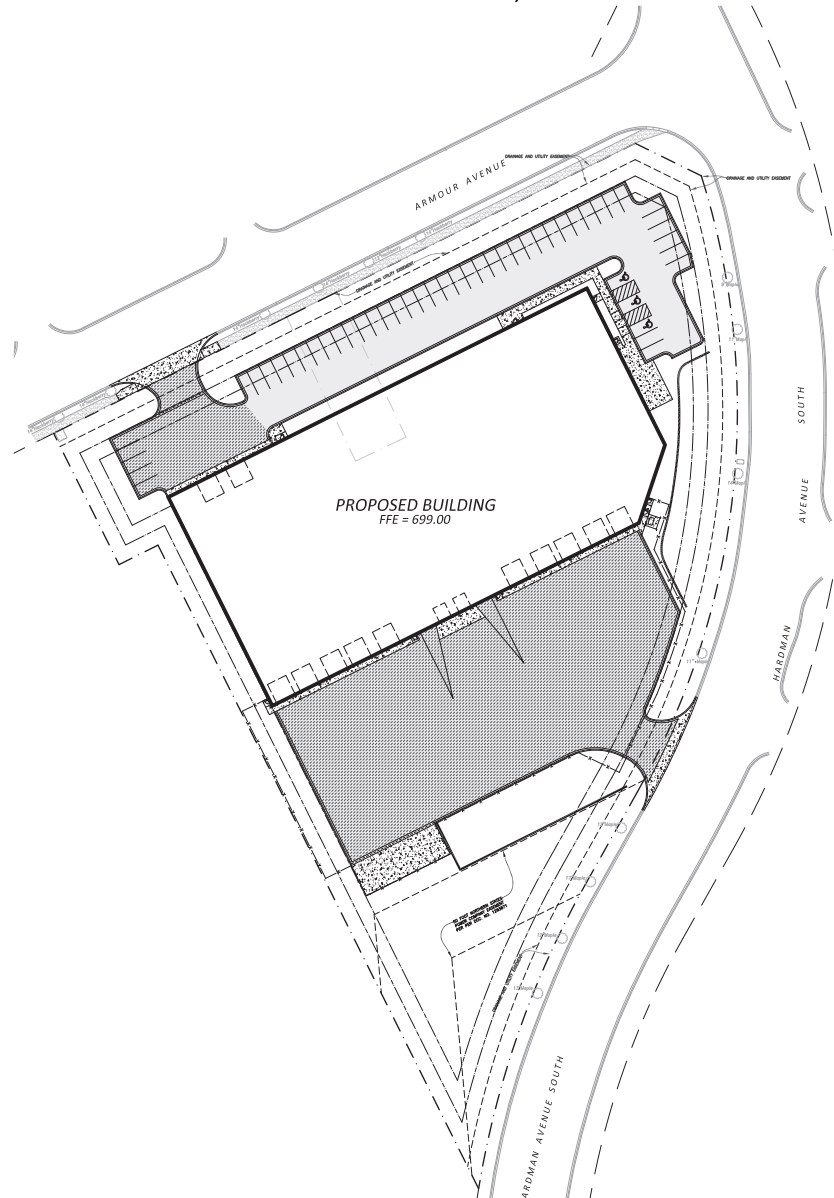
Sheet Number

A6

Project No. 250604-4

BONFE

SOUTH ST PAUL, MN 55075



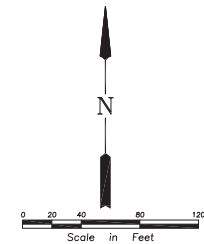
GOPHER STATE ONE CALL

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PROJECT CONTACTS:

Nick Adam, P.E.
Civil Engineer
651-337-6729
nadam@rehder.com
John Grotkin
General Contractor
651-443-2000
john.grotkin@jryan.com

VICINITY MAP



TITLE	SHEET NO.
COVER SHEET	C0
SITE DEMOLITION PLAN	C1
SITE DIMENSION PLAN	C2
GRADING, DRAINAGE & EROSION CONTROL PLAN	C3
UTILITY PLAN	C4
DETAILS	C5-C6
SPECIFICATIONS	C7
SWPPP	C8

ATTACHMENT 5 CIVIL PLANS

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors
1000 West 10th Street, Suite 100
St. Paul, MN 55102
www.rehder.com

PROJECT NO.: 251-0346-04 DRAWING FILE: 0346104.DWG

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Nicholas P. Adam Date: 11-14-20 Reg. No. 43856

Issued	
CITY: SEMINOLE	1-1-20
REHDER PROJECT NO.: 251-0346-04	2-1-20
ADDRESS: CITY COMMENTS	3-1-20
REHDER WATER SERVICE AND SEWERAGE DEPARTMENT	4-1-20
ADDRESS: CITY COMMENTS	5-1-20

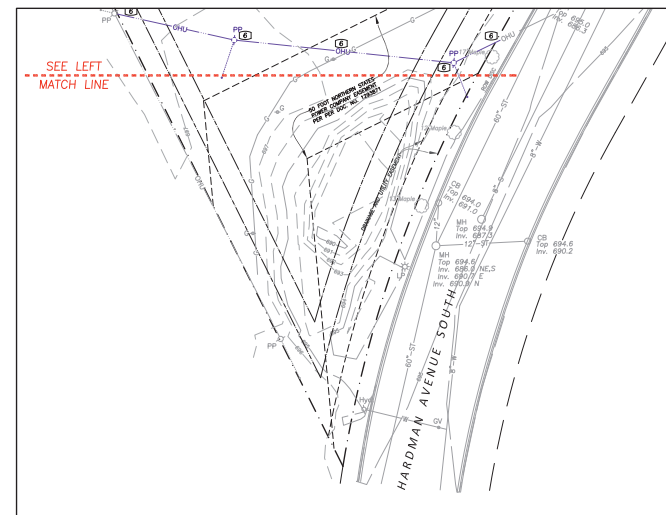
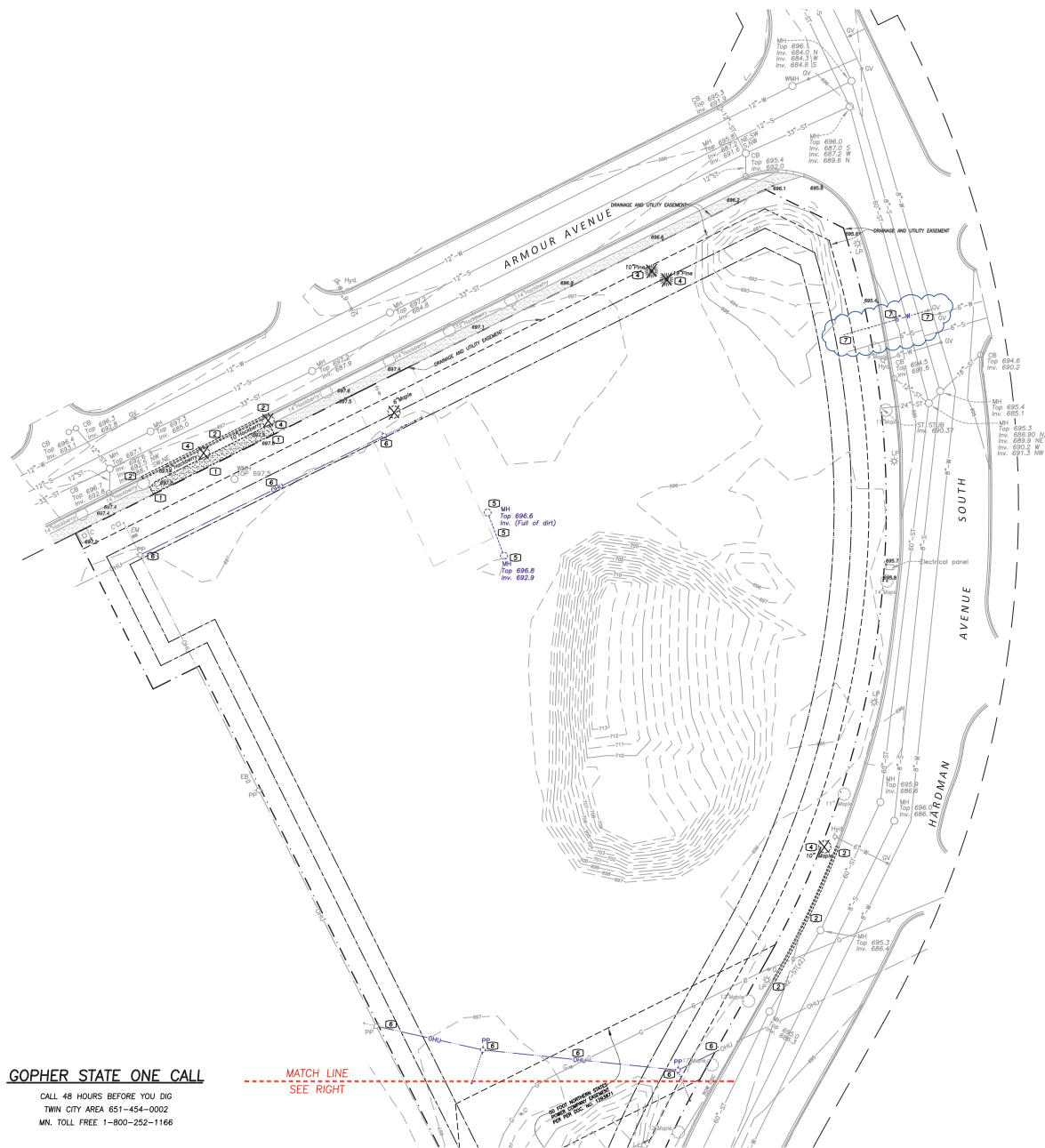
COVER SHEET
BONFE - SSP
CITY OF SOUTH ST. PAUL

SHEET NUMBER
C0

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MATCH LINE
SEE RIGHT

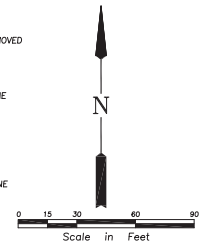


NOTE: CONTRACTOR TO COORDINATE ALL WORK OR LAND DISTURBING ACTIVITIES WITHIN THE NORTH STATES POWER COMPANY EASEMENT WITH XCEL ENERGY.
XCEL GAS: JUSTIN PINSKA - JUSTIN.D.PINSKA@XCELENERGY.COM
XCEL ELECTRIC: JEREMY MOORE - JEREMY.A.MOORE@XCELENERGY.COM

NOTE: CONTRACTOR TO COORDINATE REMOVAL/ABANDONMENT AND RELOCATION OF EXISTING POWER POLES, OVERHEAD ELECTRIC LINES, BURIED ELECTRIC LINES, BURIED COMMUNICATION LINES AND BURIED GAS LINES WITH THE APPROPRIATE UTILITY COMPANY.

- DEMOLITION NOTES**
- 1- Remove concrete pavement
 - 2- Remove curb & gutter
 - 3- Relocate existing gas main
 - 4- Remove tree(s)
 - 5- Remove manhole & associated sewer line
 - 6- Remove/relocate existing power pole & associated overhead utility line (Xcel Energy)
 - 7- Remove existing water service up to gate valve. Cap stub per City standards.

- LEGEND**
- EXISTING CONCRETE TO BE REMOVED
 - BOUNDARY/ROW/BLOCK LINE
 - EASEMENT
 - BUILDING/PARKING SETBACK LINE
 - W- EXISTING WATERMAIN
 - S- EXISTING SANITARY SEWER
 - ST- EXISTING STORM SEWER
 - G- EXISTING BURIED GAS LINE
 - OHE- EXISTING OVERHEAD ELECTRIC LINE
 - 980- EXISTING CONTOUR
 - + 985.50 EXISTING ELEVATION



REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors
1000 West 10th Street
St. Paul, MN 55102
www.rehder.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Michael P. Adams
Norm. Nicholas, P. Adam Reg. No. 43856

PROJECT NO.: 251-0346-04 DRAWING FILE: 0346104.DWG

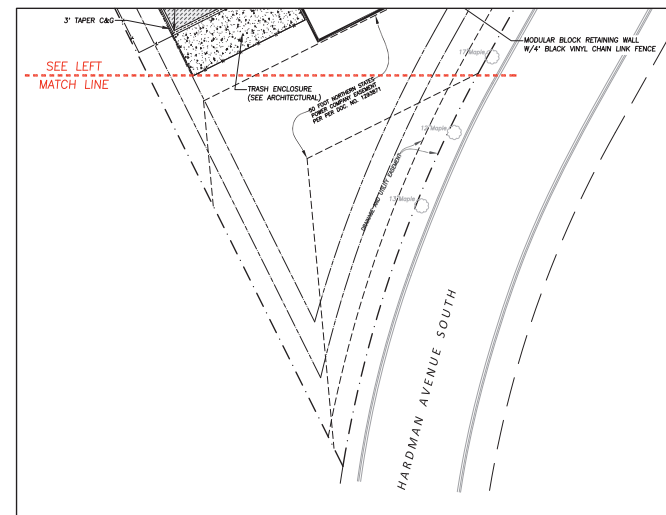
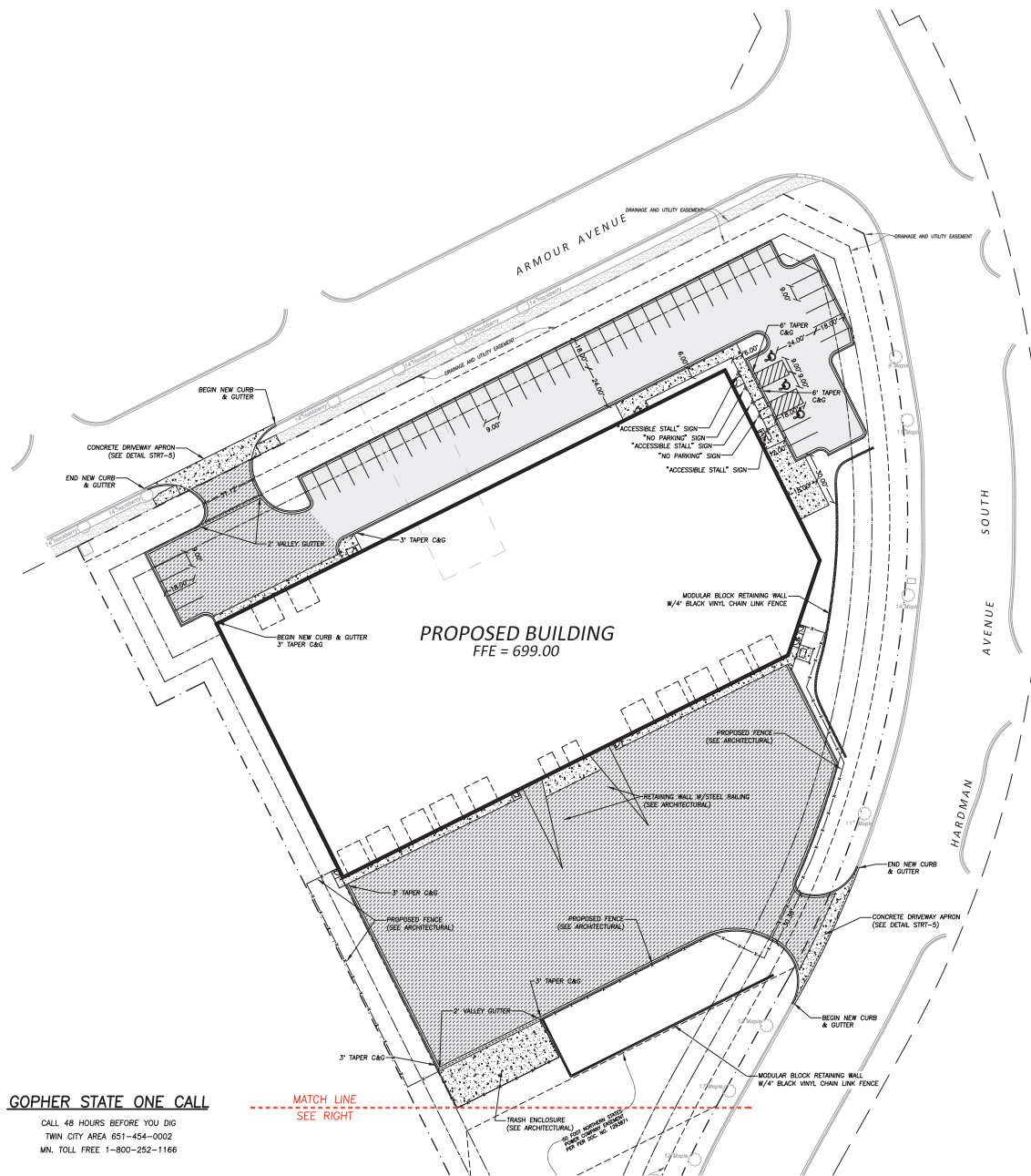
Issued	City/State/County	Project Name	Sheet No.
1-26	St. Paul, MN	Site Demolition Plan	1 of 1
2-26	St. Paul, MN	Site Demolition Plan	2 of 2
3-26	St. Paul, MN	Site Demolition Plan	3 of 3
4-26	St. Paul, MN	Site Demolition Plan	4 of 4

SITE DEMOLITION PLAN
BONFE - SSP
CITY OF SOUTH ST. PAUL

SHEET NUMBER
C1

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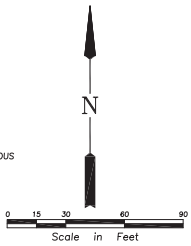
NOTE: CONTRACTOR TO COORDINATE ALL WORK OR LAND DISTURBING ACTIVITIES WITHIN THE NORTH STATES POWER COMPANY EASEMENT WITH XCEL ENERGY.
XCEL GAS: JUSTIN PINSKA — JUSTIN.D.PINSKA@XCELENERGY.COM
XCEL ELECTRIC: JEREMY MOORE — JEREMY.A.MOORE@XCELENERGY.COM

SITE SUMMARY

SITE AREA = 3.88 ACRES
DISTURBED AREA = 3.88 ACRES
EXISTING IMPERVIOUS AREA = 0.00 ACRES
POST CONSTRUCTION IMPERVIOUS AREA = 2.52 ACRES

LEGEND

- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- BUILDING/PARKING SETBACK LINE
- PROPOSED CONCRETE
- PROPOSED STANDARD DUTY BITUMINOUS
- PROPOSED HEAVY DUTY BITUMINOUS



I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors

Project No.: 251-0346-04 DRAWING FILE: 0346104.DWG

Issued	City/State/County	Project Name	Project No.	Sheet No.
1-2-20	MINN.	REHDER & ASSOCIATES, INC.	251-0346-04	1
3-2-20	MINN.	REHDER & ASSOCIATES, INC.	251-0346-04	2
5-2-20	MINN.	REHDER & ASSOCIATES, INC.	251-0346-04	3
7-2-20	MINN.	REHDER & ASSOCIATES, INC.	251-0346-04	4
9-2-20	MINN.	REHDER & ASSOCIATES, INC.	251-0346-04	5

SITE DIMENSION PLAN
BONFE — SSP
CITY OF SOUTH ST. PAUL

SHEET NUMBER

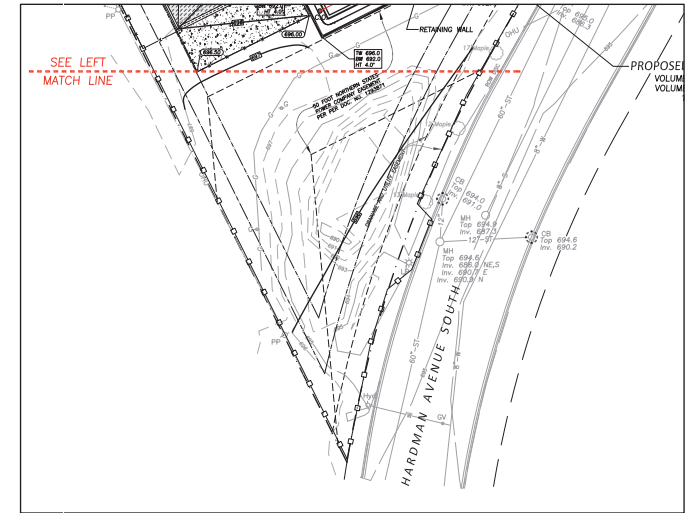
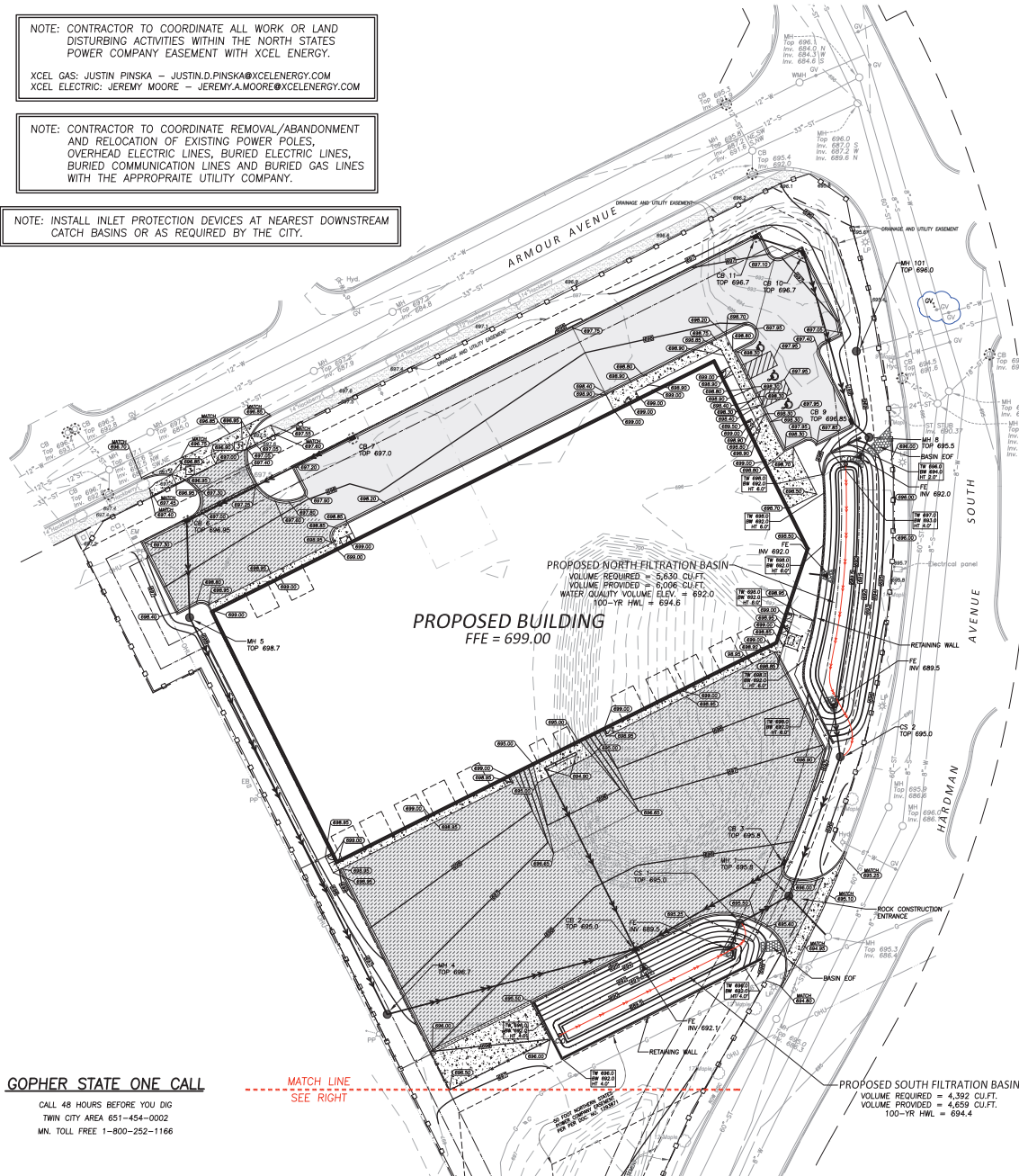
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XCEL ELECTRIC: JEREMY MOORE - JEREMY.A.MOORE@XCELENERGY.COM

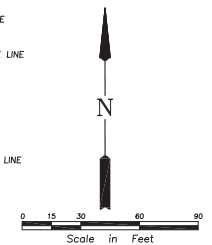
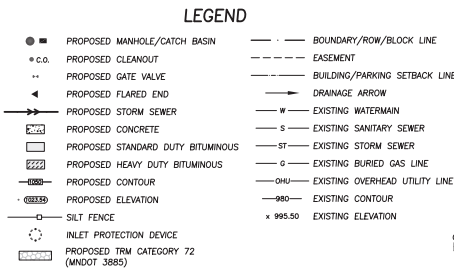
NOTE: CONTRACTOR TO COORDINATE REMOVAL/ABANDONMENT AND RELOCATION OF EXISTING POWER POLES, OVERHEAD ELECTRIC LINES, BURIED ELECTRIC LINES, BURIED COMMUNICATION LINES AND BURIED GAS LINES WITH THE APPROPRIATE UTILITY COMPANY.

NOTE: INSTALL INLET PROTECTION DEVICES AT NEAREST DOWNSTREAM CATCH BASINS OR AS REQUIRED BY THE CITY.



- GRADING NOTES**
- 1 - All elevations shown are to final surfaces.
 - 2 - Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activity before construction begins.
 - 3 - Maintain a maximum 2% cross slope within pedestrian access route across proposed apron.
 - 4 - All sidewalks within the right-of-way shall be constructed per City Detail STRT-3 on sheet C6.

- EROSION CONTROL NOTES**
- 1 - Contractor is responsible for all notifications and inspections required by General Storm Water Permit.
 - 2 - All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
 - 3 - Sweep paved public streets as necessary where construction sediment has been deposited.
 - 4 - Each area disturbed by construction shall be restored per the specifications within 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
 - 5 - Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.
 - 6 - The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water.
 - 7 - All pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours of connection to a surface water.
 - 8 - Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.
 - 9 - All proposed slopes 4:1 (H:V) shall be blanketed with MNDOT Category 20 Erosion Control Blanket, MNDOT 3885, or approved equal.



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Michael L. Adams
Name: Michael L. Adams Date: 11-11-26
Project No.: 251-0346-04 Drawing File: 0346D.LDWG

Issued	City: Summit	Address: City Center	Project: Water Main and Sewer Main
11-11-26	Summit	City Center	Water Main and Sewer Main
11-11-26	Summit	City Center	Water Main and Sewer Main
11-11-26	Summit	City Center	Water Main and Sewer Main

GRADING, DRAINAGE & EROSION CONTROL PLAN
BONFE - SSP
CITY OF SOUTH ST. PAUL

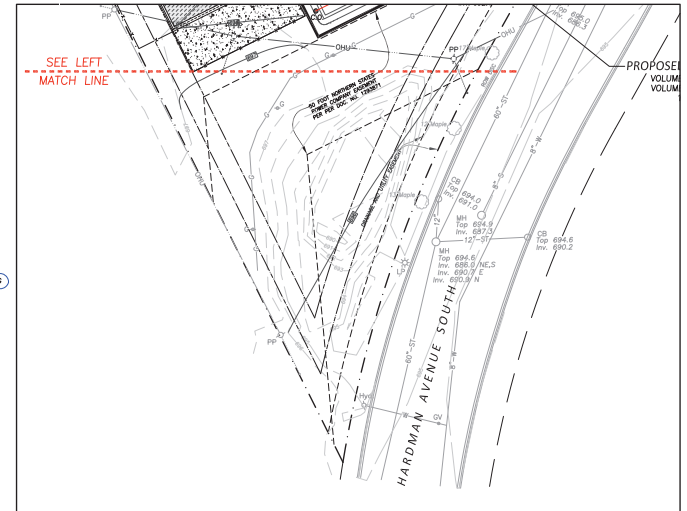
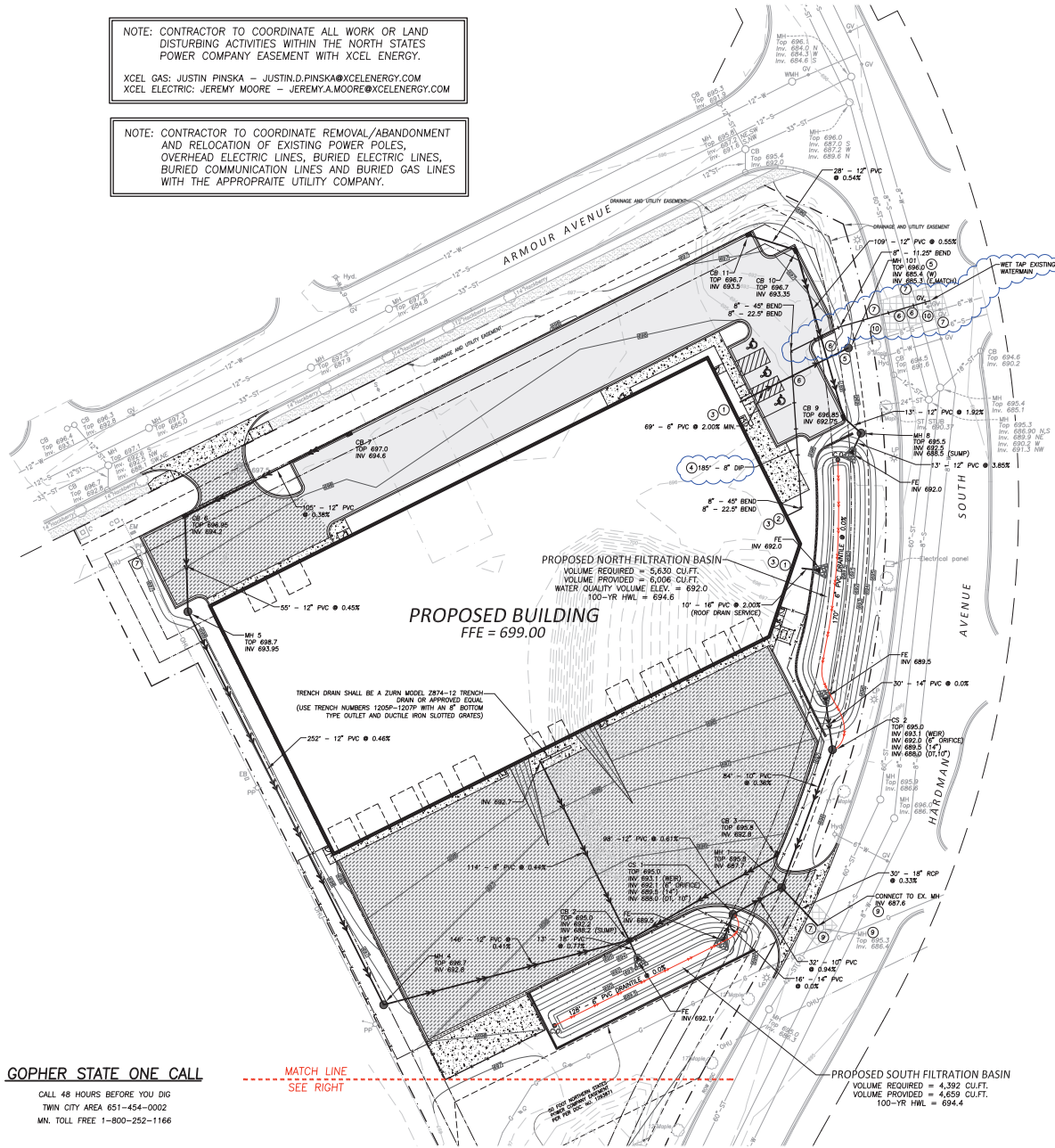
SHEET NUMBER

C3

NOTE: CONTRACTOR TO COORDINATE ALL WORK OR LAND DISTURBING ACTIVITIES WITHIN THE NORTH STATES POWER COMPANY EASEMENT WITH XCEL ENERGY.

XCEL GAS: JUSTIN PINSKA - JUSTIN.D.PINSKA@XCELENERGY.COM
XCEL ELECTRIC: JEREMY MOORE - JEREMY.A.MOORE@XCELENERGY.COM

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UTILITY NOTES

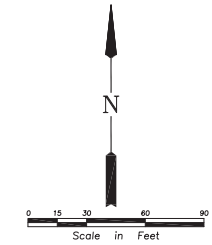
- All sewer services to extend to a point 5' from proposed building.
- Bring water main into proposed building and cap at the floor.
- Verify all service locations and inverts with mechanical engineer before construction.
- All watermain to have a minimum of 7.5' of cover.
- Construct manhole over existing sanitary sewer service stub. Stub elevation is based on Utility Plans provided by the City and prepared by TKDA, dated 1-10-92. Contractor to field verify invert of existing stub & notify engineer prior to ordering structures.
- Maintain a minimum of 18" vertical separation between watermain & sewer. Utility crossings with less than 18" of separation will require 4" polystyrene insulation or approved equal, between the pipes.
- Remove & replace curb & gutter & bituminous pavement as required. Match existing pavement sections & curb type.
- 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.
- Contractor to coordinate with City Engineering & Public Works staff the existing conditions of the manhole prior to connection/coring into existing manhole.
- Remove existing water service up to the gate valve. Cap stub per city standards.

CATCH BASIN/MANHOLE SCHEDULE

STRUCTURE NO.	BARREL SIZE	NEENAH CASTING NO.
MH 1	48"	R-1642B
CB 2	48"	R-3067V
CB 3	24" X 36"	R-3067V
MH 4	48"	R-1642B
CB 6	48"	R-1642B
CB 7	24" X 36"	R-3067V
MH 8	48"	R-3067V
CB 9	48"	R-3067V
CB 10	48"	R-3067V
CB 11	24" X 36"	R-3067V
MH 101	48"	R-1642B
CS 2	48"	R-1642B

LEGEND

- PROPOSED MANHOLE/CATCH BASIN
- PROPOSED CLEANOUT
- PROPOSED GATE VALVE
- PROPOSED FLARED END
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED CONCRETE
- PROPOSED STANDARD DUTY BITUMINOUS
- PROPOSED HEAVY DUTY BITUMINOUS
- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- BUILDING/PARKING SETBACK LINE
- SOIL BORING
- EXISTING WATERMAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING BURIED GAS LINE
- EXISTING OVERHEAD UTILITY LINE



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REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors

Project No.: 251-0346-04 DRAWING FILE: 0346.DWG

Sheet No.: 38-1-26

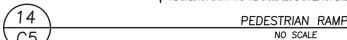
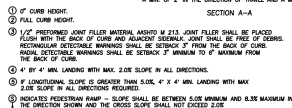
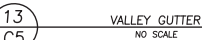
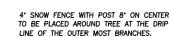
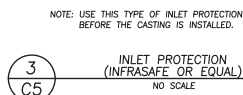
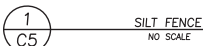
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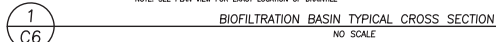
Issued

CITY: SOUTH ST. PAUL
PROJECT: SEWER MAIN REPLACEMENT
SHEET: 38-1-26

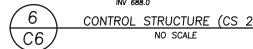
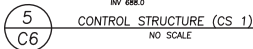
UTILITY PLAN
BONFE - SSP
CITY OF SOUTH ST. PAUL

SHEET NUMBER
C4





-
- 2
C6
- BASIN EMERGENCY OVERFLOW OUTLET
- NO SCALE



SPECIFICATIONS

GENERAL

I. GENERAL

- A. Before construction begins, the Contractor will contact all utility companies, both public and private and have them locate all utilities within the construction limits.
- B. The Contractor shall be responsible for arranging all required inspections with the governing authority that has jurisdiction over the work that is to be performed.
- C. The Contractor shall stay within the construction limits unless approved otherwise by the Owner and/or Engineer. Construction limits are defined by the property boundary unless shown different on the plan.
- D. The Contractor shall be responsible for protecting all existing structures, utilities, trees, etc. from damage during construction.
- E. The Contractor shall be responsible for correcting any damage (at Contractor's expense).
- F. Any discrepancies found on the site that affect the proposed work shall be reported to the Owner and/or Engineer before the completion of any additional work.
- G. Soils report and pavement recommendation provided by American Engineering Testing, AET Project No. P-0029826.
- H. Existing Topography and Boundary Survey provided by Rehder & Associates, Inc.

SITE CLEARING

I. GENERAL

- A. Remove trees, shrubs, grass, and other vegetation or obstructions, as required, to permit installation of improvements shown on the Plans.

II. EXECUTION

- A. Trees and stumps shall be hauled from the site. Burial on-site or burning of trees and stumps will not be allowed.
- B. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root system.
- C. Topsoil shall be stripped from disturbed areas and stockpiled in piles not exceeding 8-feet in depth.
- D. Remove all back dirt and unsuitable material from under drives and roadways within 3-feet of final pavement subgrade.
- E. Remove all waste materials and unsuitable or excess topsoil from Owner's property.

GRADING, EROSION CONTROL, AND TURF ESTABLISHMENT

I. GENERAL

- A. All grading, erosion control and turf establishment shall be according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.
- B. All erosion control measures shown on the plans must be installed prior to commencement of grading operations and maintained until all areas altered on the site have been restored.
- C. All areas disturbed by construction shall be restored with seed and disked mulch, sod, wood fiber blanket, or be hard surfaced within two weeks of substantial completion of construction.
- D. Provide approved borrow soil materials from off-site when sufficient approved soil materials are not available from excavations. Remove all excess and unsatisfactory material from the site.
- E. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- F. Compaction shall not be less than the following percentages of maximum dry density according to ASTM D 698:
- i. Under structures, building slabs, steps, and pavements, compact the top 12 inches below subgrade and each layer of backfill or fill material at 100 percent maximum dry density.
- ii. Under walkways, compact the top 6 inches below subgrade and each layer of backfill or fill material at 100 percent maximum dry density.
- iii. Under lawn or unpaved areas, compact the top 6 inches below subgrade and each layer of backfill or fill material at 95 percent maximum dry density.
- G. Grades as shown on the plan are to finished grade.
- H. Backfill trenches involving utilities under building slabs to be designed by Others (per their requirements).

II. PRODUCTS

- A. Satisfactory soils include ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM; free of rock or gravel larger than 2-inches in any dimension, debris waste, frozen materials, vegetation and other deleterious matter.
- B. Unsatisfactory soils include ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
- C. All backfill and fill materials must be satisfactory soil materials.
- D. Topsoil shall be per ASTM D 5268, free of stones 1" or larger.
- E. Subbase and base material must be a naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand meeting MNDOT Specifications for Class 5 gravel.
- F. Spring/Summer temporary turf establishment: seed shall be MNDOT Mixture 110 @ 100 lbs./acre and mulch shall be MNDOT Type 1.
- G. Winter temporary turf establishment: seed shall be MNDOT Mixture 100 @ 100 lbs./acre and mulch shall be MNDOT Type 1.
- H. Commercial turf establishment: seed shall be MNDOT Mixture 25-131 @ 220 lbs./acre, fertilizer shall be 10-10-10 (NPK) commercial grade, and mulch shall be MNDOT Type 1.

III.EXECUTION

- A. Fill under buildings shall be compacted to meet Soil Engineer's recommendations.
- B. Place 6-inches of topsoil over all areas to be re-established with turf.
- C. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- D. Place inlet protection devices in catch basins and maintain until all areas disturbed have been restored.
- E. Wherever construction vehicle access routes intersect paved public roads, provisions must be made to minimize the transport of sediment (mud) by runoff or vehicles tracking onto the paved road surface. Where sediment is transported onto a public road surface, the roads shall be cleaned thoroughly at the end of each day. Sediment shall be removed by shoveling or sweeping and be transported to a sediment controlled disposal area. Street washing shall be allowed only after sediment is removed in this manner.

BITUMINOUS PAVEMENT

I. GENERAL

- A. Provide hot-mix asphalt pavement according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified
- B. Conform to applicable standards of authorities having jurisdiction for asphalt paving work on public property.

II. PRODUCTS

- A. Use course and fine aggregate materials and gradations that have performed satisfactorily in previous installations.
- B. Provide a base and wear course as indicated on the plan unless otherwise specified.
- C. Provide a tack coat as indicated on the plan unless otherwise specified.

III.EXECUTION

- A. Verify that the subgrade is dry and in suitable condition to support paving and imposed loads.
- B. The Contractor shall furnish a tandem truck loaded with a minimum of 14-tons to check the completed subgrade and/or aggregate base for soft spots prior to placement.
- C. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness, when compacted.
- D. Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement.
- E. Provide an average density of 96 percent of reference laboratory density according to ASTM D 1559, but not less than 94 percent nor greater than 100 percent
- F. Tolerances: Base course thickness shall be plus or minus 0.5-inches and surface course shall be plus or minus 0.25-inches.

PORTLAND CEMENT CONCRETE PAVEMENT

I. GENERAL

- A. Provide Portland cement concrete pavement for roads, curbs, walks and exterior slabs according to the materials, workmanship, and other applicable requirements of the Minnesota Department of Transportation "Standard Specifications for Construction", latest edition, unless otherwise specified.

II. PRODUCTS

- A. Portland cement concrete for curb and gutter and sidewalk shall be 4000 psi, 28-day compressive strength, 5.0% air entrainment, and 3-inch slump.
- B. Curing compound shall be solvent-borne, liquid membrane-forming ASTM C309, Type I or approved equal.

III. EXECUTION

- A. The Contractor shall furnish a tandem truck loaded with a minimum of 14-tons to check the completed subgrade and/or aggregate base for soft spots prior to pavement placement.
- B. Comply with requirements and with ACI 304R for measuring, mixing, transporting, and placing concrete.
- C. Comply with the Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for placing and supporting reinforcement.
- D. Preformed expansion joints using 0.5-inch thickness shall be placed at each end of curb radius, at intersections, and approximately every 200-feet.
- E. Contraction joints shall be placed at minimum 10-foot intervals in the curb and gutter and at 5-foot for walks.
- F. Provide a medium to fine broom finish perpendicular to traffic flow.
- G. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures using moisture curing, moisture-retaining-cover curing, curing compound or a combination of these.

STORM SEWER

I. GENERAL

- A. Storm sewer shall comply with all local regulations pertaining to storm sewer systems including materials, installation, and testing. If no regulations exist, comply with "Standard Utilities Specifications" by the City Engineers Association of Minnesota, latest edition.

II. PRODUCTS

- A. Storm sewer pipe indicated on the plan as RCP shall be reinforced concrete pipe, ASTM C 76, R-4, Wall B, for gasket joints with the following classes: 12"-18" Class 3, 21"- Class 4, 24"-18" Class 3, 36" and larger, Class 2.
- B. Storm sewer pipe indicated on the plan as PVC shall be polyvinyl chloride pipe, SCH 40, for solvent-cemented or gasket joints. All piping shall meet ASTM D1785, ASTM D2665, or ASTM F794 and fittings shall meet ASTM D2665, ASTM F794, or ASTM F1866.
- C. Storm sewer catch basins and manholes shall be precast structures with at least two and at the most five adjusting rings.
- D. Storm sewer castings indicated on the plan shall be from the Neenah Foundry or approved equal.
- E. All flared end sections shall have standard duty trashguards.
- F. Filter Fabric shall be Mirafi 500X or approved equal.
- G. Riprap shall be random and Class II hand placed to a depth of one foot.

III.EXECUTION

- A. The plans indicate the general location and arrangement of underground storm sewer systems. Location and arrangement of piping take into account many design considerations. Install piping as indicated on the plans, to the extent practical.
- B. Flared ends and the last two sections of storm sewer pipe shall be tied with bolts.
- C. Contractor should verify locations of utility connections at the building the architectural and mechanical plans.
- D. PVC sewer pipe shall be bedded in accordance with ASTM F 2306, "Standard Specification for 12 to 60 in. Annular Corrugated Profile-Wall Polyethylene (PE) Pipe and Fittings for Gravity-Flow Storm Sewer and Subsurface Drainage Applications".
- E. Storm sewer services shall be extended to within 5-feet of the building. Plug ends and mark by installing a 2" x 2" wood board from the plugged end to 4-feet out of the ground.

SANITARY SEWER

I. GENERAL

- A. Sanitary sewer shall comply with all local regulations pertaining to sanitary sewer systems including materials, installation, and testing. If no regulations exist, comply with "Standard Utilities Specifications" by the City Engineers Association of Minnesota, latest edition.

II. PRODUCTS

- A. Sanitary sewer pipe indicated on the plan as PVC shall be polyvinyl chloride pipe, ASTM D 3034, SDR 35, for solvent-cemented or gasket joints.
- B. Sanitary sewer manholes shall be precast structures with at least two and at the most five adjusting rings.
- C. Sanitary sewer castings indicated on the plan shall be from the Neenah Foundry or approved equal.

III.EXECUTION

- A. The plans indicate the general location and arrangement of underground sanitary sewer systems. Location and arrangement of piping take into account many design considerations. Install piping as indicated on the plans, to the extent practical.
- B. Contractor should verify locations of utility connections at the building the architectural and mechanical plans.
- C. PVC sewer pipe shall be bedded in accordance with ASTM D 2321, "Recommended Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe".
- D. Sanitary sewer services shall be extended to within 5-feet of the building. Plug ends and mark by installing a 2" x 2" wood board from the plugged end to 4 feet out of the ground.

WATER MAIN

I. GENERAL

- A. Water main shall comply with all local regulations pertaining to water main systems including materials, installation, and testing. If no local regulations exist, comply with "Standard Utilities Specifications" by the City Engineers Association of Minnesota, latest edition.

II. PRODUCTS

- A. Water main, indicated on the plan as DIP, shall be ductile iron pipe, Class 52, with push on joints and shall provide electrical conductivity across each joint.
- B. All fittings shall be mechanical joint fittings.
- C. Valves shall meet all local and municipality requirements.
- D. PE encasement for DIP shall be AWWA C105, PE film, 0.008-inch minimum thickness, tube or sheet.

III.EXECUTION

- A. The plans indicate the general location and arrangement of underground water main systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated, to the extent practical.
- B. Bury all water main with a depth of cover of at least 7.5-feet or with the top at least 12-inches below frost penetration, which ever is greater.
- C. Water main shall be encased in PE film
- D. All bends, stubs, and hydrants shall be rodded to the water main using 0.75-inch tie rods.
- E. Top water main with size and in location as indicated according to the requirements of the local water utility. The Contractor shall pay water utility fee.
- F. Test all installed piping as required by the local water utility.

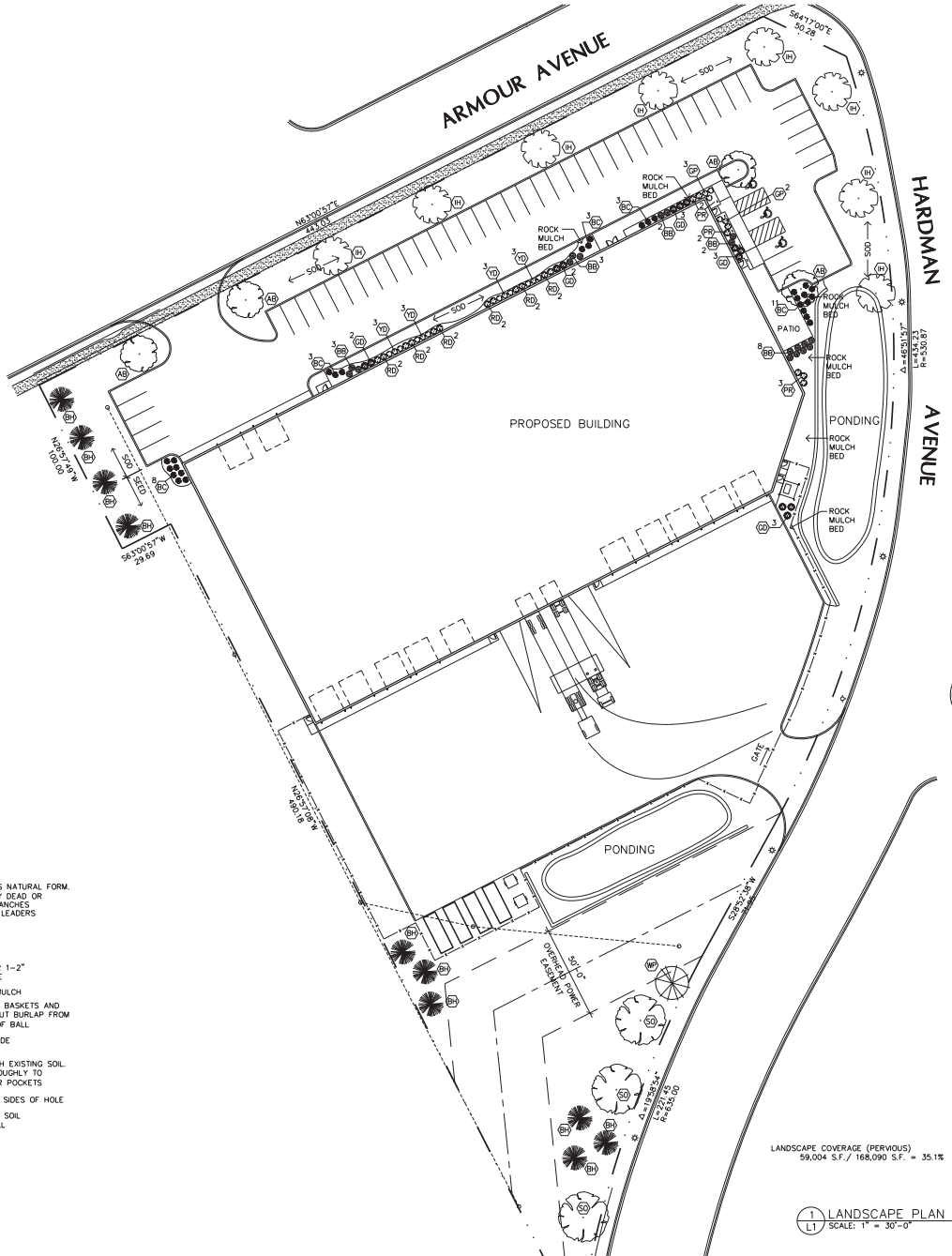
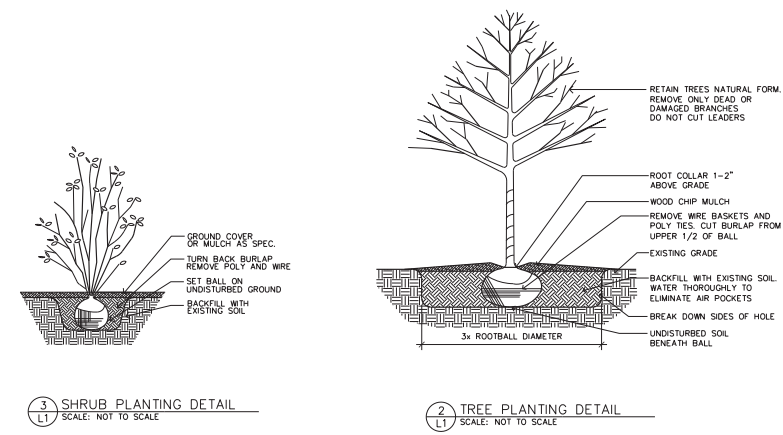
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26 TREES PROVIDED

PLANTING SCHEDULE						
QTY.	KEY	COMMON NAME	BOTANICAL NAME	SIZE	MTHD	REMARKS
3	SO	SWAMP WHITE OAK	QUERCUS BICOLOR	2.5"	BB	
8	IH	IMPERIAL HONEYLOCUST	BETULA NIGRA	2.5"	BB	
4	AB	AUTUMN BLAZE MAPLE	ACER FREEMANI	2.5"	BB	
10	BH	BLACK HILLS SPRUCE	PICEA GLAUCOA DENSATA	6 FT	BB	
1	WP	WHITE PINE	PINUS STROBUS	6 FT	BB	
18	BB	COMPACT BURNING BUSH	EUONYMUS ALATUS 'COMPACTA'	#5	CONT.	
28	BC	BLUE CHIP JUNIPER	JUNIPERUS HOR. BLUECHIP	#5	CONT.	
13	GO	GARDEN GLOW DOGWOOD	CORNUS HESSI GARDEN GLOW	#5	CONT.	
12	RD	RED TWIGGED DOGWOOD	CORNUS CARDINAL	#5	CONT.	
12	YD	YELLOW TWIGGED DOGWOOD	CORNUS BURS YELLOW	#5	CONT.	
5	GP	'GOLD DROP' POTENTILLA	POTENTILLA FRUTICOSA 'GOLD DROP'	#5	CONT.	
7	PR	PRAIRIE ROSE	ROSA ARKANSANA	#5	CONT.	

- LANDSCAPE NOTES:
1. SEED AREAS AS SHOWN ON THE PLAN. STORM WATER BASIN SEED MIXTURE
 2. PLANTINGS TO BE PLANTED IN ROCK MULCH BED. PLANTING BED TO BE SEPARATED FROM SOODED AREAS BY BLACK VINYL EDGER.
 3. UNDERGROUND IRRIGATION SYSTEM TO BE PROVIDED FOR ALL FOUNDATION PLANTINGS AND SOODED AREAS. PROVIDE MOISTURE SENSOR.
 4. MINIMUM LANDSCAPE REQUIREMENT BASED ON 1,841 L.F. OF SITE PERIMETER
 $1,841 / 70 = 26$ TREES REQUIRED

ATTACHMENT 6
LANDSCAPING PLAN



LANDSCAPE COVERAGE (PERVIOUS):
59,004 S.F. / 168,090 S.F. = 35.1%

1 LANDSCAPE PLAN
L1 SCALE: 1" = 30'-0"



LAMPERT ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone: 763.755.1211 Fax: 763.757.2849
lampo@lampo-arch.com

RJR Ryan
Construction, Inc.
Commercial Design and Construction
100 West 10th Street St. Paul, MN 55102
Tel: 651.486.0000 Fax: 651.486.0000

BONFÉ
South St. Paul, Minnesota

Copyright 2025
Leonard Lampert Architects Inc.
Project Designer: JAMES B
Drawn By: JRB
Checked By: LL

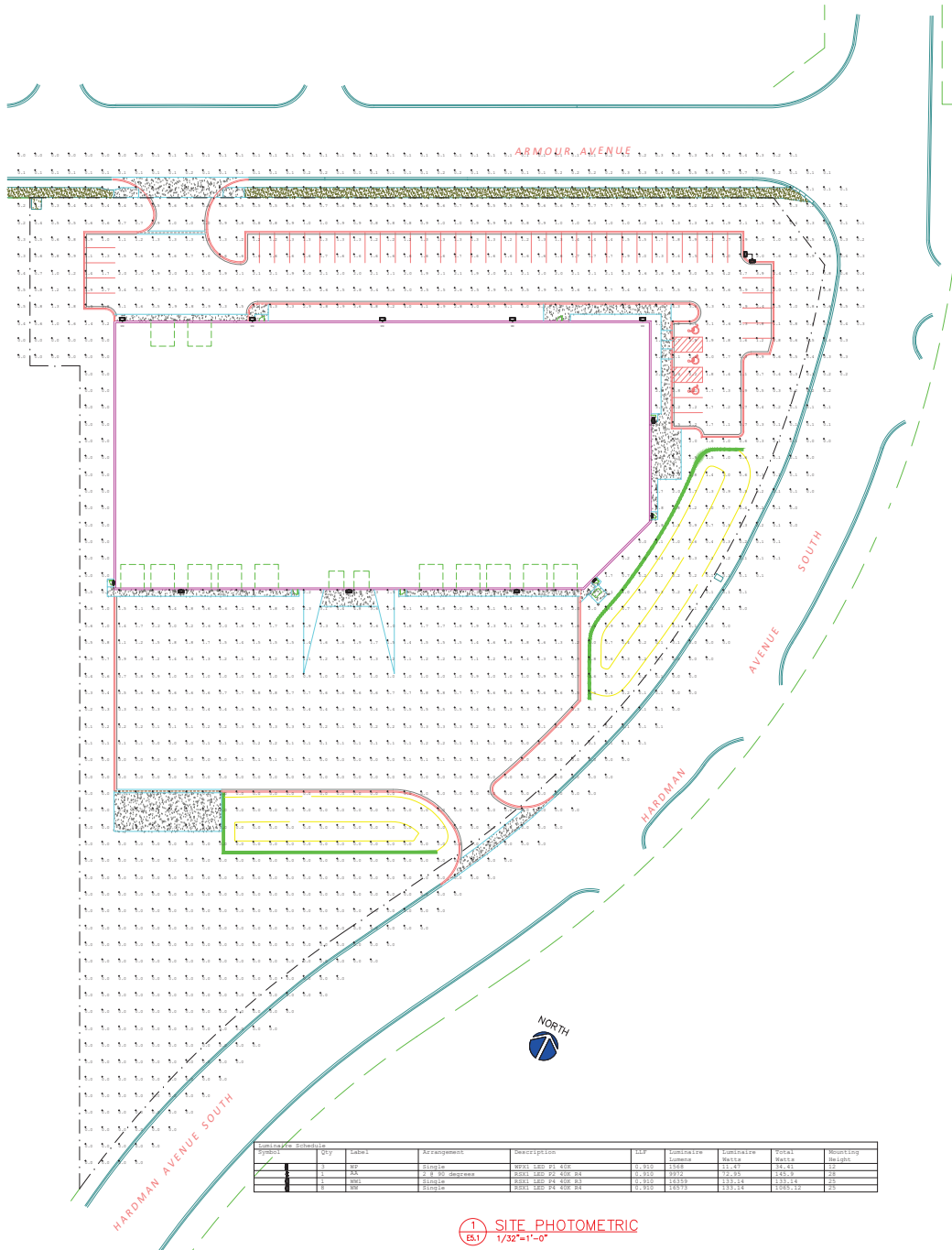
Revisions	
12/8/25	PRELIMINARY
1/6/26	CITY SUBMITTAL
1/29/26	PRELIMINARY
3/26/26	CITY SUBMITTAL
4/3/26	ISSUE FOR PERMIT

LANDSCAPE PLAN

Sheet Number

L1
Project No. 250604-4

ATTACHMENT 7
PHOTOMETRIC
PLAN



1 SITE PHOTOMETRIC
1/32"=1'-0"



www.stinsonelectricinc.com

BONFE

ARMOUR & HARDMAN AVE
SOUTH ST PAUL, MN

DATE: 04-03-2026

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 MASTER ELECTRICIAN UNDER
THE LAWS OF THE STATE OF MINNESOTA.

ROBERT ARCHAMBAULT
REGISTRATION NO: AM682332

STINSON Electric inc.
612.424.8461
8888 Xylene Street NE
Suite 100
New Brighton, MN 55112

DATE: 04-03-2026

DESIGN DEVELOPMENT

MARK	DATE	DESCRIPTION
	04/03/2026	Issue for Permit

PROJECT NO: C2000

CAD DWG FILE:

DRAWN BY: CW

CHECKED BY: BA

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SHEET TITLE

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ATTACHMENT 8
CITY ENGINEER'S LETTER

City of South St. Paul

Engineering Department

May 13, 2026

Associate Planner Monika Miller
125 3rd Avenue N
South St. Paul, MN 55075

Re: Armour Avenue & Hardman Avenue Site
Riverside Holdings LLC (Bonfe Plumbing & Heating)
Plan Review

Ms. Miller,

The Engineering Department reviewed the submittal for the Riverside Holdings LLC (Bonfe Plumbing & Heating) development with plans dated April 30, 2026, and 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.
2. Applicant to submit a cost estimate for improvements within the public right-of-way (i.e. connecting to the storm manhole on Hardman Avenue, sidewalk removal and replacements). An escrow in the amount of 125% of the cost of the improvements that impact the public right-of-way will be required prior to building permit approval.
3. Per Building Official Joe Heimkes's email to Nick Weisner dated April 14, 2026, city staff need an acknowledgement from AET stating that the soils report originally prepared for the Cobra Transportation building can be used for this project before the project can be approved.
4. A traffic control plan will be required prior to construction for any work that blocks shoulders and travel lanes on Armour Avenue and Hardman Avenue.
5. As stated on the plans, the contractor shall coordinate all work or land disturbing activities within the North States Power Company Easement. The Xcel contacts for the South St. Paul area are listed below:
 - a. Xcel Gas: Justin Pinska - Justin.D.Pinska@xcelenergy.com
 - b. Xcel Electric: Jeremy Moore - Jeremy.A.Moore@xcelenergy.com

Sanitary Sewer and Watermain Plan

1. As currently shown on the plans, the removal of the existing 6" water stub would require the water main along Hardman Avenue to be shut off. Engineering staff recommends cutting and capping the existing stub just west of the existing gate valve rather than



removing it to the main. The proposed wet tap would then have to be shifted away from the existing tee.

Storm Sewer and Grading

1. A Stormwater Maintenance Agreement will be required and must be recorded against the property. 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 it to the applicant for review.
2. Retaining walls over 4-ft in height must be designed by a licensed engineer and the design must be provided at the time of the building permit submittal for retaining walls.

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

Sincerely,

Kelsey Gelhar, P.E.

City Engineer

ATTACHMENT 9
APPLICANT'S NARRATIVE

New Bonfe Building Narrative

4/6/26

Bonfe Plumbing and HVAC is proposing to build a new 50,000 square foot building on the corner of Hardman Avenue and Armour Avenue. The exterior facade of the building will be constructed out of exposed aggregate precast concrete wall panels, a steel roof structure, glass, and metal canopies. The finishes will match their existing facility across the street.

The interior of the building is proposed to have approximately 5,500 square feet of finished office space (private offices, conference rooms, break room, etc) on the first floor, as well as approximately 6,000 square feet of parts storage, warehouse space, vehicle repair bays, wash bays, and heated vehicle storage areas.

The building is set to house between 30-40 employees and is proposed to be used for equipment storage, parts storage, parts warehousing, vehicle/equipment repair, equipment dispatching, and training.



CITY COUNCIL AGENDA REPORT

DATE:

May 18, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

11.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

First Reading: Ordinance Amendment to Allow Low Impact Production in Mixed Markets and Makers Subdistrict 1 (MMM-1)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Introduce for a first reading an ordinance amendment allowing low-impact production businesses in the MMM-1 subdistrict by conditional use permit.

OVERVIEW

Applicant

The Applicant is Casey Schletz on behalf of Windansea Properties LLC. The Applicant owns a business called Miracle Paint Rejuvenator Co. which manufactures industrial paint shakers and related equipment. The business has been operating since 1932 and was in Inver Grove Heights until earlier this year. The Applicant recently purchased the commercial building located at 1505 Concord Street North which is zoned Mixed Markets and Makers Subdistrict 1 (MMM-1). The Applicant moved his business into the building in early 2026 and then learned that the MMM-1 subdistrict does not allow this type of manufacturing business, and it is a code violation to operate the business.

In March, City Staff met with the Applicant to discuss the zoning status of the property. The most straightforward way to resolve the code violation is to relocate the business and find a new tenant for the building. In this case, however, City Staff feels that this type of business is generally consistent with the goals of the MMM-1 subdistrict. City Staff encouraged the Applicant to consider seeking an ordinance amendment to allow this type of low-impact light manufacturing in the MMM-1 subdistrict by conditional use permit.

The Applicant is seeking an amendment to the MMM-1 zoning subdistrict rules to allow “low-impact production” businesses with a conditional use permit. He has also applied for a conditional use permit which is tentatively scheduled for review on June 1st alongside the second reading of the ordinance amendment.

Review Timeline

Complete Application Submittal: April 22, 2026

Planning Commission: May 6, 2026

Tentative First Reading: May 18, 2026

Tentative Second Reading: June 1, 2026

City Council Review of Requested Conditional Use Permit: June 1, 2026

60-Day Review Deadline: June 21, 2026

Background

The Concord Street North corridor began developing in the late 1800s and continued developing throughout the 1900s without a consistent development framework. The corridor had general business zoning for many years and ended up with a very eclectic mix of car dealerships, industrial businesses, office buildings, residential buildings, retail buildings, bars, and restaurants. In 2003, the City adopted a new small area plan and new zoning framework for Concord Exchange, the town's original main street which was mostly demolished in the 1960s for urban renewal. The 2003 plan calls for restoring Concord Exchange as a walkable main street with traditional architecture. In 2004, the City expanded the scope of this vision and created the "North Concord Mixed Use (NCMU)" district, which required all new development on Concord Street North to also be in the style of a walkable main street with traditional architecture.

The 2004 NCMU requirements were quite strict and had the unintended consequence of stifling redevelopment on the North Concord corridor and requiring most projects to seek variances. The City identified this as a solvable problem in its 2040 Comprehensive Plan and hired a consultant team in 2021 to help City Staff undertake the North Concord Mixed Use Zoning District Update project. The first phase of the project was the creation of a new vision for the future of the North Concord Corridor. The second phase of the project was the creation of the new Mixed-Markets and Makers (MMM) zoning district to help achieve that vision. The MMM district is still a mixed-use district like the old NCMU district, but it is designed to be business-friendly and make it easier for owners to invest in their properties. The code update had two main components:

1. The City completely recalibrated the corridor's site design requirements and building design requirements. The NCMU district had unrealistic setback requirements, exterior building material requirements, and architectural mandates. These requirements did not align well with market realities, and they did not work well on narrow lots that are hemmed in by DNR-protected river bluffs.
2. The City fine-tuned the rules for what "uses" are allowed on the North Concord corridor.

After the MMM district was created, all properties north of Wentworth Avenue that previously had NCMU zoning were rezoned to one of four different MMM subdistricts:

- MMM-1 is the area next to Saint Paul at the northern end of the corridor. This subdistrict

allows low-density uses such as single-family homes, duplexes, and triplexes in addition to the larger residential buildings that are allowed elsewhere on the corridor. MMM-1 also allows commercial businesses but requires a conditional use permit for business types that could potentially become a nuisance for residential neighbors.

- MMM-2 is the area around the old Cenex office building. This is the part of the corridor with the deepest lots and the most potential for significant redevelopment and infill development. This subdistrict is geared towards being business-friendly to encourage investment with commercial and residential redevelopment. Many different uses are allowed and development is market-driven. There are design guidelines in place to ensure that development is pedestrian-oriented.
- MMM-3 is a small area around the intersection of Concord Street and Bryant Avenue near the entrance to Kaposia Landing Park. This area was once a streetcar stop and many of the existing buildings are pedestrian-oriented. The goal of this subdistrict is to develop this intersection into an architecturally interesting commercial-retail node that the community can be proud of, which may become a regional destination and enhance the entrance to the park. This subdistrict has stricter design standards than the other subdistricts.
- MMM-4 is the area at the southern end of the corridor ending at Wentworth Avenue. This area has many shallow lots which are challenging to utilize. It has a very eclectic array of existing businesses. This subdistrict allows a great deal of zoning flexibility to allow challenging parcels to be put to good use by creative property owners.

How was it Decided Which Uses Would Be Allowed in the MMM Districts?

The old NCMU district allowed apartment buildings (at least 4 units), commercial-retail businesses, and restaurants. It also allowed car repair businesses, gas stations, and construction contractors by conditional use permit. The official purpose of the MMM district is “to provide flexibility of allowed uses in an effort to make the corridor more business-friendly, open to development, and positioned to adapt to evolving use demands. This includes allowing a mix of uses throughout the corridor and specific land development standards for each of four sub-districts.” The City approached the creation of the list of allowed uses with that purpose statement in mind.

City Staff worked with the consultant team, the Planning Commission, and the City Council to create the MMM district’s list of allowed uses in 2021. Almost all the uses that were previously allowed in the old NCMU district are still allowed, although automotive uses are restricted in the

MMM-3 district near the entrance to Kaposia Landing Park. Additionally, the MMM districts allow several new uses that were not allowed in the NCMU district:

- The MMM subdistricts allow “craft production,” which is artisan manufacturing with a public-facing retail component (i.e. candlemakers, breweries, glass art studios, etc.).
- The MMM district has less red tape than the old NCMU district and some uses are now allowed without a conditional use permit (i.e. contractors with no outdoor storage).
- Some of the MMM subdistricts allow exterior storage if the storage area is fully screened and kept at least 80 feet away from Concord Street.
- The MMM-4 subdistrict allows auto sales if the property meets site design requirements and has a large building with at least a 0.25 Floor Area Ratio (FAR).

The City had previously stopped allowing auto sales on North Concord in 2004 due to concerns about the proliferation of used car dealerships with poor aesthetics and low taxable value per acre (they use up a lot of land and often feature very small buildings surrounded by densely packed parking lots). Used car dealerships are profitable enough that they almost never go away once they have “grandfather rights”, so they should not be allowed in any zoning district where the City does not want to see car dealerships operate indefinitely.

Manufacturing in the MMM Districts

The four MMM subdistricts do not allow general manufacturing. This was a deliberate choice because the City wants general manufacturing businesses to be in the Bridgepoint Business Park or the industrial areas south of I-494. All four MMM subdistricts do allow manufacturing if it is craft/artisan manufacturing with an on-site retail component (i.e. candlemakers, breweries, glass art studios, etc.) and this is primarily because those types of businesses are fun for the public to interact with, and they fit well within an area that allows restaurants and retail businesses.

City Staff believes that the MMM-2, MMM-3, and MMM-4 subdistricts continue to have strong potential to develop into a fun walkable mixed-use area where each individual building contributes to the vibrancy and energy of the street. It could take many years before the corridor is ready to transition and redevelopment momentum may not reach North Concord until after the Hardman Triangle redevelopment is complete. City Staff acknowledges that the City Code does allow some non-public-facing uses in the MMM districts, such as offices and contractors’ operations, but those are uses that could easily move elsewhere if there is ever development pressure and the North Concord corridor begins to transition. The City has been very deliberate about not allowing new businesses on North Concord which do not fit the long-term vision and are the type of businesses that tend to become entrenched and unwilling to relocate because they are so profitable (i.e. mini-storage centers and used car dealerships). The City does not want to see general manufacturing businesses become entrenched in the MMM-2, MMM-3, or MMM-4 subdistricts, and does not want to see existing buildings in those subdistricts attract general manufacturing businesses that may otherwise locate in the Bridgepoint Business Park.

The MMM-1 subdistrict is located north of Butler Avenue and is different than the other three MMM subdistricts. The MMM-1 subdistrict is separated from the other subdistricts by Simon's Ravine, so it likely will never fully be a part of any vibrant walkable energy that develops in the southern part of the corridor. There are just three commercial buildings in the MMM-1 subdistrict today and all the other buildings are single-family homes and duplexes. The MMM-1 district has very limited on-street parking and shallow parcel depths that cannot accommodate very much off-street parking. Because the MMM-1 subdistrict has such limited redevelopment potential, City Staff supports allowing non-invasive light manufacturing businesses that have the same small footprint as a craft production business but lack a retail component. In MMM-1, City Staff supports allowing the manufacture of goods that are not fun for the public (i.e. industrial paint shakers). MMM-1 should allow the assembly of finished goods but generally should not allow raw material processing since that tends to be a dirtier process that has a higher likelihood of creating nuisance impacts.

Draft Ordinance

Staff has prepared a draft ordinance that would do the following:

1. Establish a zoning definition for a new land use that would be called "low-impact production":

Low impact production means a light industrial use which produces little or no noise, odor, vibration, glare, or other objectionable influences and which has little to no adverse impact on nearby properties. Low impact production uses typically involve the production and assembly of finished goods and generally do not include the processing of raw materials or the production of primary materials, except for food and beverage products. Examples include finished leather products, finished products made from fabrics; furniture and fixtures; food and beverage products; medical and optical goods and technology; office and commercial equipment; packaging and sorting of finished goods; paper and paperboard products; pharmaceuticals, health, and beauty products; and small consumer goods.

2. Allow low-impact production in the MMM-1 subdistrict by conditional use permit (CUP). *Requiring a CUP would allow the Planning Commission and City Council to review individual manufacturing businesses and confirm that the business meets the code definition. Additionally, conditions of approval could be attached to each business to prevent nuisance impacts, and the CUP could be revoked if the business did ever become a nuisance.*
3. Establish performance standards for this type of business in the MMM-1 subdistrict:
 - a. They cannot have a floor area of more than 8,000 feet. *Large general manufacturing businesses belong in the Bridgepoint Industrial Park.*
 - b. All production and processing must take place in an enclosed building.
 - c. A public-facing retail sales component is allowed, but not required.
 - d. No manufacturing use that is prohibited in the I-1 Light Industrial district is

allowed even if it otherwise appears to meet the definition of low-impact production.

Discussion

City Staff supports the Applicant's request. Beyond this specific request, Staff feels that it will be beneficial to incorporate this new concept of "low-impact production" into the City Code as this may be a land use type that the City wants to allow in other unconventional settings in the future. The culture and economy have changed significantly since the COVID-19 pandemic in 2020 and many communities throughout Minnesota are strategically rethinking their relationship with low-impact light industrial businesses. Historically, cities sought to attract offices to mixed-use areas in the hope that office workers would visit retailers and restaurants during daytime hours and help sustain commercial-retail businesses. The professional office market was decimated by the pandemic and has not recovered because of the popularity of remote work.

More communities are starting to explore whether low-impact light industrial businesses may be a good fit in some walkable mixed-use areas to create an environment where there are still workers around daily during daytime hours to stimulate the economy and keep more "eyes on the street" to encourage safety.

The City is not obligated to change its zoning code. Ordinance amendments are legislative acts and the City Council has very broad authority to say "yes" or "no" when this type of request is received. If the City Council wants to deny the ordinance amendment request, they should explain their reasoning, but they do not need to adopt the type of specific findings that are needed for a quasi-judicial act, such as the denial of a variance or conditional use permit.

Planning Commission Public Hearing

The Planning Commission held a public hearing at their May 6th meeting. No members of the public attended the public hearing, but one resident who received a public hearing notice in the mail (Emily Risinger of 1503 Willis) did submit an email expressing general concerns about industrial businesses and noise. City Staff reached out to her prior to the meeting and was able to address some of her concerns, but she still requested that her email be put "on the record" so it is included as an attachment. Another resident initially submitted an email with concerns, but he withdrew his objections to the development application after discussing his concerns with City Staff.

The Planning Commission discussed the ordinance amendment at length and asked City Staff to explain how the definition of a "low-impact production use" would work and who gets to decide whether a business meets the definition. City Staff explained that the definition was written carefully to prevent nuisances by excluding heavy industry such as manufacturers who process raw materials. The use will be conditional, so the Planning Commission and City Council will get to review any proposed low-impact production use to evaluate whether it meets the definition. Additionally, case-by-case conditions can be attached to each business to address any specific concerns such as noise. Noise can be addressed with a condition restricting decibel

levels and/or a condition restricting hours of operation. City Staff and the Planning Commission discussed the proposed performance standards as well as the Staff recommendation that this new use only be allowed in the MMM-1 subdistrict but not in the other three MMM subdistricts. The Planning Commission is comfortable allowing the use in the MMM-1 subdistrict.

The Planning Commission recommended approval of the ordinance amendment with a 6-0 vote.

Note: In a separate action, the Planning Commission also recommended approval of the Applicant's conditional use permit with a 6-0 vote. With the Applicant's consent, they added a condition restricting hours of operation for the manufacturing component of the business to 7 AM to 8 PM to address any potential noise concerns. The conditional use permit will be reviewed by the City Council after the 2nd reading of the ordinance amendment, which is tentatively scheduled for June 1st.

Recommended Action

City Staff and the Planning Commission recommend that the ordinance be introduced for a first reading.

LINKS

[North Concord Corridor Vision](#)

[May 6th Planning Commission Packet with Ordinance Amendment and Conditional Use Permit Memos](#)

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Zoning Map
2. Public Comments
3. Proposed Ordinance

City of South St Paul Zoning Map



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

ATTACHMENT 1 ZONING MAP

Zoning Designations

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

Acres	Percentage
617.54	21.4%
795.46	27.5%
31.88	1.1%
90.19	3.1%
44.63	1.5%
145.71	5.0%
54.68	1.9%
11.09	.4%
6.09	.2%
27.54	1.0%
6.39	.2%
10.80	.4%
584.06	20.2%
241.32	8.4%
126.14	4.4%
3.43	.1%
91.28	3.2%
Total	2888.21 100%

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

MRCCA districts can be found on a separate PDF.

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

ATTACHMENT 2

PUBLIC COMMENTS

From: [Emily Risinger](#)
To: [Michael Healy](#)
Subject: Attn Michael Healy
Date: Wednesday, May 6, 2026 11:09:30 AM

Dear City of South St. Paul Planning manager Michael Healy-

I am writing as a resident of Willis Ave to formally oppose the proposed heavy machinery operation near the bluffs in our community. I am deeply concerned about the health, environmental, and quality-of-life consequences this expansion would bring — and I am alarmed by the insufficient notice and lack of transparency surrounding this proposal.

Our neighborhood already bears a significant noise burden. Increased train activity, Black Hawk helicopter flyovers, and landfill machinery operations have created a chronic noise environment that is well above what residents should reasonably endure. This is not background noise — it is persistent, intrusive, and measurable in its harm. I personally live with lupus, an autoimmune condition that is highly sensitive to stress and sleep disruption. The existing noise levels have already compromised my sleep, rest, and overall well-being. Adding heavy machinery to this landscape would not be a minor inconvenience — it would be a direct threat to my health and the health of similarly vulnerable neighbors.

Beyond personal health, I urge you to consider the documented impact this noise and vibration has had on our natural bluffs. The increased train activity has contributed to erosion of these formations, and over the past several years we have witnessed multiple trees fall as a result. The bluffs are not simply scenic — they are living ecosystems and geological features that took millennia to form. Further industrial activity risks accelerating their deterioration in ways that may be irreversible. This also has direct implications for property values in the area, which affects the financial stability and investment of every homeowner along the bluffs.

I must also raise serious concerns about the process itself. Residents were given inadequate notice to review and respond to this proposal. The information provided was vague — we have not been told what specific machines would be operating, at what hours, or for how long. When I attempted to contact the company directly, I received no response. Their website offers no meaningful detail. This lack of transparency is unacceptable when the stakes involve public health, environmental integrity, and property values.

I respectfully but firmly ask that the city:

1. Halt any approval of this proposal until a thorough environmental and health impact assessment is completed.
2. Require the company to provide full disclosure of machinery type, operating hours, noise levels, and duration of work.
3. Extend the public comment period to allow residents adequate time to organize a meaningful response.
4. Consider the cumulative noise burden already experienced by this community before permitting any additional industrial activity.

This neighborhood deserves to be heard. We deserve transparency, adequate process, and protection — not another layer of industrial noise layered onto an already strained

environment.

Thank you for your attention to this matter. I welcome the opportunity to speak further and can be reached by email or phone.

Respectfully,

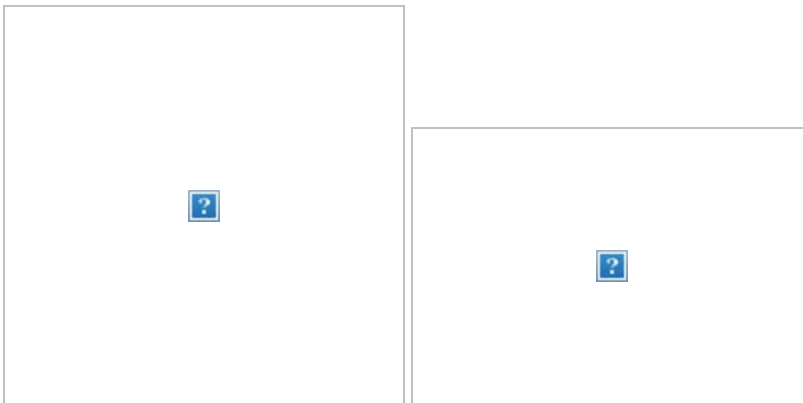
Emily Risinger

Emily Grendahl Risinger MH MS LPCC [she/them](#)
Diverse Treatment for OCD and Anxiety Disorders- Exposure Therapy and Nature
Guided Therapy

Behavioral Interventions for BFRBs and Tourettes

<https://emilyrisinger.com/>
<https://stillwildhealing.com/>

****Please note appointment times given by email are first come, first serve basis****



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**ATTACHMENT 2
PROPOSED ORDINANCE**

**City of South St. Paul
Dakota County, Minnesota**

Ordinance No. 14XX

**AN ORDINANCE AMENDMENT ALLOWING LOW IMPACT PRODUCTION USES
IN MIXED MARKETS AND MAKERS SUBDISTRICT 1 (MMM-1)**

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

SECTION 1. AMENDMENT. South St. Paul City Code Section 118-8 is hereby amended as follows:

Sec. 118-8. Lots, distances, and definitions.

Lot width means the horizontal distance between the side lot lines of a lot measured at the front setback line.

Low impact production means a light industrial use which produces little or no noise, odor, vibration, glare, or other objectionable influences and which has little to no adverse impact on nearby properties. Low impact production uses typically involve the production and assembly of finished goods and generally do not include the processing of raw materials or the production of primary materials, except for food and beverage products. Examples include finished leather products, finished products made from fabrics; furniture and fixtures; food and beverage products; medical and optical goods and technology; office and commercial equipment; packaging and sorting of finished goods; paper and paperboard products; pharmaceuticals, health, and beauty products; and small consumer goods.

Manufacturing means all uses that include the compounding, processing, packaging, treatment, or assembly of products and materials; provided such use will not generate objectionable influences that extend beyond the lot on which the use is located.

SECTION 2. AMENDMENT. South St. Paul City Code Section 118-127 is hereby amended as follows:

Sec. 118-127. MMM, mixed markets and makers district.

(c) *Table 1. Permitted, Conditional and Accessory Uses.*

Table 1 Principal Use	MMM1	MMM2	MMM3	MMM4	Notes
Single-family detached dwelling	P	X	X	X	
Two family dwelling	P	X	X	X	
Three-family dwelling	P	X	X	X	
Multi-family dwelling (four or more units)	C	P	P	P	

Mixed residential and commercial building	C	P	P	P	
Live-work unit	P	P	P	P	(f)
Adult day care facility	C	P	P	P	
Auto repair	C	C	X	C	
Auto sales, leasing, and rental (may include service)	X	X	X	C	(f)
Body art establishment that offers body art procedures other than micropigmentation and cosmetic tattooing (defined and regulated by section 118-276)	C	P	P	P	
Child day care facility	P	P	P	P	(f)
Catering	C	P	P	P	
Cannabis retailer	X	C	C	C	
Cannabis testing facility	X	C	C	C	
Churches, chapels and other worship buildings	P	P	P	P	
Contractor operations with no exterior storage or overnight parking of fleet vehicles and trailers	P	P	P	P	
Craft production	C	P/C	P/C	P/C	(f)
Essential services	P	P	P	P	
Funeral homes and mortuaries	C	P	P	P	
Gasoline service station	X	C	X	C	
General retail business (within a building)	P	P	P	P	
General service business (within a building)	P	P	P	P	
Health club, dance studio or similar uses	P	P	P	P	
Hotel or motel	X	P	P	P	
Indoor commercial recreation	X	C	C	C	
<u>Low Impact Production</u>	<u>C</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>(f)</u>
Medical or dental clinic	C	P	P	P	
Municipal buildings and uses	P	P	P	P	
Museum, library, theater and similar uses	C	P	P	P	
Office	P	P	P	P	
On-sale, off-sale liquor, beer or wine establishments	C	C	C	C	
Parking ramps, garages and surface lots	X	C	C	C	
Pet boarding, kenneling, training and grooming	C	C	C	C	(f)
Public and private parks and playgrounds	P	P	P	P	
Reception or meeting hall	X	C	C	C	
Recording studio	C	P	P	P	
Restaurant, cafe, coffee shop, cafeteria or deli	C	P	P	P	
School, public or private	C	P	P	P	

Small wireless facility (see section 54-402)	P	P	P	P	
Veterinary clinic	C	P	P	P	
Accessory Uses					
Car washes (accessory to gas station)	X	C	X	C	
Drive thru facilities	X	C	X	C	(f)
Exterior storage for contractor operations and craft production	X	C	X	C	(f)
Fences, signs, and decorative landscape features	P	P	P	P	
Garages and accessory structures (see section 118-208)	P	P	P	P	
Home occupation (see section 118-249)	P	P	P	P	
Commercial indoor storage	X	C	X	C	(f)
Off-sale 3.2 percent malt liquor sales (licensed pursuant to Chapter 6 of the City Code)	P	P	P	P	
Lower-potency hemp edible retailer	P	P	P	P	
Off-site storage for contractor operations	X	C	X	C	(f)
Off-street parking and loading	P	P	P	P	
Outdoor display/sales (no vehicles, boats or trailers)	X	C	C	C	(f)
Cannabis cultivation of up to 15,000 square feet of plant canopy when accessory to a cannabis dispensary or craft production facility producing cannabis products or lower-potency hemp edible products.	X	C	C	C	
Cannabis transportation and delivery accessory to a cannabis business provided there is no on-site delivery vehicle fleet.	X	P	P	P	
Vehicle Rental	X	C	X	C	(f)
P = Permitted Use					
C = Conditional Use					
X = Prohibited Use					
Note: Uses marked with an (f) have special performance standards that are unique to the MMM district which are listed in subdivision (f) of this section.					

(f) *Performance standards for specific uses.* In addition to performance standards found elsewhere in the City Code, the following performance standards are in effect for a number of specific uses in the MMM district:

(8) *Live/work unit.*

- a. The office or business component of the unit shall not exceed 30 percent of the total gross floor area of the unit.

- b. The business component of the live-work unit may include offices, small service establishments (not including auto service or repair), homecrafts which are typically considered accessory to a dwelling unit, and the limited retailing of goods that can be sold as a permitted use in the underlying MMM sub-district, by appointment only.
- c. The size and nature of the work space shall be limited so that the building type may be governed by residential building codes. An increase in size or intensity beyond the specified limit would require the building to be classified as a mixed-use building. Likewise, the use of the unit for a type of business not listed above would require the building to be classified as a mixed-use building and the use would then be subject to applicable zoning requirements.

(9) Low-Impact Production

- a. No manufacturing use that is prohibited in the I-1 Light Industrial zoning district is allowed even if it otherwise appears to meet the definition of low-impact production.
- b. All production and assembly activities are to be conducted within an enclosed building.
- c. A low impact production business may not exceed 8,000 square feet of gross floor area.
- d. A retail component that is open to the public is allowed but it is not required.

(910) Pet boarding, kenneling, training, and grooming.

- a. Unless expressly allowed by the conditional use permit, all activity must take place within a completely enclosed building with odor and sound control except for the walking of dogs.
- b. There shall be no overnight kenneling of customers' pets and no animal may be present inside the business between the hours of 10:00 p.m. and 6:00 a.m. unless their owner is also present.
- c. Any outdoor off-leash exercise/relief area that is provided shall be entirely enclosed by a fence. Pets may not be off-leash in these areas between the hours of 8:00 p.m. and 7:00 a.m.

(1011) Vehicle rental.

- a. Vehicle rental as an accessory use shall require a conditional use permit.
- b. Rental vehicles must be stored at least 80 feet from the Concord Street right-of-way in a clearly marked designated area that is identified in the conditional use permit.
- c. The conditional use permit shall establish a maximum number of rental vehicles that can be stored on the property and may include limitations on the type and size of rental vehicles that can be stored on a particular property. It is not the intent of this

section that vehicle rental be the principal use of a property or that the use consumes a large amount of space on any particular property.

- d. This section is not intended to restrict the parking of shared passenger vehicles that are provided by a car sharing provider that has been authorized to operate in South St. Paul.

~~(1112)~~ *Veterinary clinics.*

- a. All activity shall take place completely within an enclosed building with soundproofing and odor control. Outdoor kennels are prohibited.

~~(1213)~~ No multi-family residential development or mixed-use development shall be permitted to exceed the maximum density per acre established in the comprehensive plan.

SECTION 3. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The ordinance establishes a conditional use permit process for certain types of low-impact light manufacturing uses in the Mixed Markets and Makers Subdistrict 1 (MMM-1).

SECTION 4. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Deanna Werner, City Clerk



CITY COUNCIL AGENDA REPORT

DATE:

May 18, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

11.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Second Reading: Ordinance Updating Zoning Requirements in the R-2 Single-and-Two Family Residence District

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Ordinance 1442 updating zoning requirements in the R-2 Single-and-Two Family Residence district.

OVERVIEW

Application

The Applicant is the City of South St. Paul. The Applicant is proposing to update the R-2 Single-and-Two Family district's zoning requirements related to single-family homes and two-family homes.

The Planning Commission discussed the R-2 district's zoning rules at their March 4th meeting and requested that the proposed ordinance be brought forward for a public hearing at their April 1st meeting. They recommended approval with a 6-1 vote.

The proposed ordinance incorporates a code update that the City Council has discussed related to multifamily rental properties, most recently at their Worksession meeting on April 13th. The proposed ordinance will codify a requirement that any property owner who seeks to add another dwelling unit to their building (i.e. a single-family home that is being converted to a duplex) must agree to provide the minimum required off-street parking stalls for all units within the building. The amendment will make it clear that they are not eligible to use any "grandfather rights" that the original building may have had in order to create a larger building with more units with fewer overall parking stalls than the City Code would require for a new build.

Background

The R-2 Single-and-Two Family zoning district covers 27.5% of the city (about 795 acres) and is South St. Paul's largest zoning district. Most of the land in the R-2 district was platted in the late

1800's with 40-foot-wide home lots which are either 120 or 125 feet deep and either 4,800 or 5,000 square feet in total size. Property owners frequently create larger properties or differently shaped properties in the R-2 district by splitting and combining those original 40-foot lots.

Currently, the R-2 zoning district allows a single-family home to be constructed on any buildable lot that is at least 4,000 square feet in size and allows a duplex or a side-by-side twinhome to be constructed on any buildable lot that is at least 60 feet wide and at least 7,200 square feet in size. Anybody who owns a duplex is allowed to convert it into a single-family home at any time. Anybody who owns a single-family home that is on a lot that is at least 60 feet wide and at least 7,200 square feet in size can lawfully convert their building into a duplex by getting a building permit, renovating the building, and adding additional off-street parking for the second unit (a single-family home requires at least 2 off-street parking stalls while a duplex requires at least 3 off-street parking stalls). Alternatively, somebody who owns a 60-foot-wide home lot can theoretically tear down the existing single-family home and build a new construction duplex or a new construction twin home, but this is cost-prohibitive and rarely happens.

There are very few vacant lots in the R-2 district and almost all the residential buildings in the district were built either before SSP had any zoning rules whatsoever (1948) or before SSP required duplexes to be on larger parcels than single-family homes (1969). Consequently, there are "grandfathered" small apartment buildings throughout the R-2 district and there are many "grandfathered" duplexes on 40-foot lots. Most single-family homes in the R-2 district are also on 40-foot lots. Creating a completely new home lot that was not at least 75 feet wide was illegal between 1965-2024 and existing 40-foot home lots were only considered buildable without a variance if they met specific code requirements. This meant that many houses in town were completely dependent on their grandfather rights. Grandfather rights expire 180 days after a building is destroyed by a disaster in a way that takes away more than 50% of its value.

From 1965-2024, there was a real danger that a fire or other disaster could wipe out a classic SSP neighborhood, and many houses in the neighborhood could not be easily rebuilt because insurance claims often take longer than 180 days and many existing home lots would lose their grandfather rights and would stop being buildable lots. In 2024, the Planning Commission and City Council overhauled the zoning code to re-legalize SSP's historic approach to single-family housing and again allow new 40-foot wide home lots in the R-2 district on blocks that are served by an improved alley. The R-2 district also now allows new 50-foot wide home lots on blocks without alleys.

The 2024 zoning code update included design guidelines that affect single-family homes, duplexes, and twinhomes, but the code update was primarily aimed at fixing the zoning rules for single-family homes. It was always City Staff's intention to revisit the rules for duplexes and multifamily buildings in the future (the 2040 Comprehensive Plan and Master Housing Strategy both call for this) but the conversation has been indefinitely postponed while the City waits to see what the Minnesota State Legislature will do regarding local zoning control. Many US states have passed preemption laws in recent years and now require their cities to allow duplexes on all single-family home lots and other types of small multifamily buildings on some single-family home lots. The Minnesota State Legislature vigorously debated the enactment of this type of statewide zoning preemption legislation in 2024 and 2025 and a bipartisan group of legislators is

making another attempt during the 2026 legislative session. City Staff has been taking a “wait and see” approach to avoid wasting time on zoning updates that could quickly be rendered obsolete if the Minnesota State Legislature enacts new statewide zoning standards.

Why Is this Ordinance Amendment Being Proposed at this Time?

In March, City Staff and the Planning Commission reviewed the R-2 district zoning standards at the request of City Clerk Deanna Werner who manages the City’s rental licensing program. There are many buildings throughout the R-2 district that were built as a duplex prior to 1969 but then “converted” to a single-family home sometime in the past 57 years based on an inspection finding by the Dakota County Tax Assessor. The “conversion” might be as simple as the owner removing some appliances and fixtures from their second kitchen, something that is easily reversible. This has caused major headaches for the rental licensing program because these duplex buildings often have their second kitchen reassembled later, but these buildings cannot qualify for zoning approval to be legally converted back to a duplex if they are not on at least a 60-foot lot. This means that it is unlawful for the 2nd unit to get a rental license, since technically, the second unit does not exist.

The owners of single-family homes that are laid out like duplexes are strongly incentivized to skip getting a rental license if they owner-occupy one of the two units. Their building will show up in tax assessor records as a fully homesteaded single-family home, so the City has no good way of knowing that there is a secret second unit which is being rented out unless a complaint is received and an investigation reveals that rental activity is taking place. Whenever these building owners do the right thing and come in for a rental license, they are limited to renting out all or part of the building as if it is a “single-family home with two kitchens.” This usually just means that the building still operates as a duplex, but the owner only needs to pay for a single-family home rental license, so they get a price break every year when they have to renew their rental license. It also makes things very confusing for the City Clerk and the neighbors when it comes to things like occupancy limits and minimum parking requirements (if it is not a real duplex, the City cannot legally require a third parking stall to be added).

One of the major reasons that the City historically did not want duplexes and twinhomes on smaller lots in the R-2 district is that some developers were building very unattractive 2-family homes which provided off-street parking by having the entire front of the building be an attached garage and having the entire front yard be a paved driveway. The Planning Commission and City Council have made updates to the zoning code in recent years to prevent that type of poor urban design:

- No more than 1/3 of a front yard can be paved for parking.
- No more than 60% of the front façade of a residential building can be garage doors.
- No attached garage can stick out more than 8 feet into the front yard.
- Except for corner lots and cul-de-sac lots, any lot which is less than 60 feet in width must use the alley for off-street parking access if an improved alley is available.

A Quick History Lesson

South St. Paul was founded in 1887 and most of its original neighborhoods and commercial areas were fully developed before the City adopted its first zoning code in 1948. The City's early zoning rules were geared towards promoting the ongoing development of the community as a traditional walkable town that would have roughly the same character as the development that had already taken place. However, starting in the 1960's, SSP pivoted towards trying to become more suburban (like West St. Paul, Maplewood, or Woodbury) instead of a traditional walkable town:

- In 1965, the City adopted suburban lot size requirements for new neighborhoods. No new residential lot could be created in any zoning district unless it was at least 75 feet wide and at least 9,000 square feet in size.
- In 1969, the City adopted an entirely new zoning code which embraced suburban zoning concepts. All new developments were required to have suburban density and site design instead of traditional walkable town density and site design. New buildings required large setbacks from property lines and new schools, churches, and businesses were no longer allowed to operate unless they had a large suburban-style parking lot that could accommodate all cars that might arrive during a "peak demand" event. It was also made unlawful to reuse an existing commercial building for a new use without constructing a large parking lot or getting a parking variance.
- Between 1960 and 1970, the South St. Paul Housing & Redevelopment Authority (HRA) - at that time a distinct public agency from the City - used federal urban renewal funds to demolish most of the traditional downtown buildings along Concord Exchange (then known as Concord Street). The goal at the time was to redevelop this street with suburban design aesthetics and suburban-style parking facilities to better position the street for future success.

It is important to understand all these efforts in their historic context. City leaders were in a difficult position during the 1960s dealing with the collapse of the meatpacking industry and the nationwide "white flight" phenomenon where many affluent and largely white residents were leaving older cities to build large new single-family homes in suburban areas. Cities across the country, including SSP, felt intense pressure to compete for those residents by making their communities more suburban and moving away from traditional walkable town design.

The suburban zoning rules that were put in place in the 1960s were always an awkward fit for South St. Paul's older neighborhoods. In those neighborhoods, past Planning Commissions and City Councils frequently granted major variances to allow development projects to move forward with traditional town design (i.e. parking lot size reductions, setback reductions, increased lot

coverage, etc.). Additionally, unlike most suburbs, SSP never embraced single-family zoning as the only way to build a high-quality, low-density neighborhood. While SSP does have numerous suburban R-1 single-family neighborhoods, many of SSP's older neighborhoods have always allowed both single-family homes and duplexes and now have R-2 zoning.

Starting about 30 years ago, the Planning Commission and City Council started taking formal steps to move the zoning rules for SSP's older neighborhoods back into alignment with the town's original character:

- In 1995, the Planning Commission and City Council rejected an effort to make it harder to build a new duplex in the R-2 district to make it more of a single-family zoning area. Instead, they added new performance standards to the City Code to ensure that new duplexes are of high quality and have adequate off-street parking.
- In 2003, the City completed a zoning study of Concord Exchange and enacted new mixed-use zoning rules that allowed traditional architecture, pedestrian-oriented site design, and more reasonably sized parking lots.
- In 2004, the City rezoned North Concord to mixed-use with the goal of seeing traditional town development on this corridor as well.
- 2014, the City adopted the Southview Hill Plan, which calls for supporting a traditional, walkable, mixed-use neighborhood around the Southview Boulevard and Marie Avenue business area.
- Following the adoption of the 2040 Comprehensive Plan in October 2020, SSP has undertaken an ambitious program of updating its zoning rules to support traditional walkable town design. Most of the mixed-use and commercial districts have been updated with new zoning standards and the City recalibrated the zoning rules for single-family housing in the R-2 district in 2024. The City updated its parking requirements to give individual business owners more discretion to right-size their non-residential parking facilities. The City also adopted an adaptive reuse ordinance that allows small and mid-sized commercial buildings to be reused by a new business without needing a parking variance.

Comprehensive Plan Guidance for the R-2 Zoning District

The neighborhoods with R-2 zoning are all guided “Low-Medium Density Residential” in the 2040 Comprehensive Plan. These neighborhoods are called out as areas that will have single-family homes, duplexes, and twinhomes. The comprehensive plan calls for keeping the character of these neighborhoods intact and keeping the population density in these neighborhoods roughly consistent with their historic platted density of 8–15 units per acre. The comprehensive plan calls for focusing on urban design and walkability and generally states that new neighborhoods should be designed to have the same type of walkability as older neighborhoods.

Many parts of the 2040 Comprehensive Plan call for making it easier for property owners to invest in improving their properties to keep South St. Paul’s aging housing stock in good condition. It is expected that this will include renovations of existing buildings as well as some teardown-rebuild activity in situations where existing buildings are in poor condition, lack historic value, and cannot be easily salvaged. Goal 6.7 of the 2040 Plan is:

“Encourage different housing types, including more opportunities for life-cycle housing in order to provide housing that meets a variety of needs.”

Summary of Proposed Ordinance

City Staff and the City Attorney have prepared a proposed ordinance that would do the following:

1. Make it clear that converting a single-family home to a duplex is only allowed if all three (3) required parking stalls that are required for a duplex are provided.

The City Council has expressed concerns about older rental properties being intensified (more units and/or more tenants) while utilizing their “grandfather rights” to provide less off-street parking than would be required for a new build. The proposed ordinance would make it clear that a property owner cannot get a building permit to convert their single-family home into a lawful duplex unless they provide all three (3) parking stalls that are required for a duplex. The new duplex would not get credit for any “grandfather rights” that the single-family home might have related to providing less off-street parking.

City Staff is also proposing a minor update to the zoning rules for the R-3 General Residence District and R-4 Multifamily Residential District to make it clear that additional dwelling units cannot be added to an existing apartment building unless the entire building is made compliant with minimum off-street parking requirements.

2. Add existing zoning standards that are already “on the books” into the text of the R-2 Single-and-Two Family district ordinance for improved readability.

Today's R-2 ordinance is missing many zoning standards and instead references zoning standards that are in the City's R-1 Single Family district ordinance. It is confusing for property owners to have to page back and forth between different ordinances to understand their land rights.

3. Allow duplexes on 50-foot lots instead of requiring a 60-foot lot.

This is an appropriate change to make now that the City has design standards in place to ensure that new duplexes, twinhomes, and duplex conversions will match the architectural character of low-density neighborhoods and will not have front yards that are entirely paved for parking.

4. Allow duplexes on 40-foot lots and other small "lots of record" if they have access to an improved alley.

Duplexes require three (3) off-street parking stalls. This is easy to accomplish on a 40-foot-wide lot that is served by an alley without eating up the property's green space with pavement. 40-foot lots that do not have an alley are not good candidates for duplex conversions because they cannot meet the parking requirement without paving over most of the yard.

5. Require exterior staircases for duplex conversions to be in a side yard or rear yard.

This will prevent unsightly alterations to the front facade of a building as part of a duplex conversion. As with the other design standards that are already in the City Code, the goal is to preserve the architectural character of SSP's low-density neighborhoods.

6. Establish a flat 5-foot side yard setback for interior lots in the R-2 district. This change would apply to both single-family homes and duplexes.

Currently, the side setback requirement is 5 feet for most R-2 lots, but it jumps up to 9 feet if a lot is over 60 feet wide. There aren't very many platted lots in the R-2 district that are wider than 60 feet, so this larger width is typically only found when a property owner has acquired multiple lots and completed a lot combination. The requirement that larger lots need a larger setback has created problems. It is common for people to purchase land from their neighbor and do a lot combination, and this may mean that their existing house with a 5-foot setback becomes "lawful nonconforming" because their larger lot now gives them an increased side yard setback requirement.

Sometimes a property owner buys two lots because they want to build a large home that needs more space. Other times, they buy two lots because they want to have a larger yard. It benefits

the City if property owners who have done a lot combination just for a larger yard keep all their improvements on one platted lot instead of centering the house to straddle both lots. If they keep the house on just one lot, it means that they could do a lot split in the future and another home could be built on the second lot (more tax base and a homeownership opportunity for a future resident).

Discussion

City Staff views the proposed ordinance amendment as a common-sense improvement that will continue the work that has been done over the past 5 years to implement the 2040 Comprehensive Plan and align SSP's zoning code with how property owners are already using their properties. Staff has a few final thoughts to share with the City Council:

- The proposed ordinance is not a policy change, it is a policy refinement. The City is not proposing to allow duplexes or twinhomes in any neighborhoods that do not already allow duplexes or twinhomes. The proposed ordinance relates primarily to off-street parking and the geometry of land development. The City Council has previously expressed that they do not want to allow any single-family home to be converted to a duplex unless the duplex can meet off-street parking requirements (3 stalls required) and the property still has enough green space in the backyard for traditional pastimes like grilling, picnicking, and children's games. Geometrically, a duplex works on a 40-foot lot with an alley as long as the City continues to enforce its lot coverage restrictions. Geometrically, a duplex works on a 50-foot lot without an alley as long as the City continues to enforce its lot coverage restrictions.
- The Planning Commission and City Council reviewed a variance in 2020 where a family owned a duplex on a 40-foot lot that had been “converted” to a single-family home in the 1960s but was still functionally a duplex and had two entirely separate dwelling units on two separate floors that each had their own lockable door, kitchen, bathroom, and set of bedrooms. The Planning Commission was supportive of granting a variance to allow the building to be legally turned back into a duplex and licensed as a lawful duplex. The City Council denied the variance and stated that they were not supportive of granting variances to allow individual duplexes on 40-foot lots. Some on the Council shared that they would be open to revisiting the lot size requirement for duplexes in the future if the Planning Commission wanted to recommend changes, but it would need to be a code amendment and not variances for individual 40-foot lots. The building that was the subject of the 2020 variance request was sold in 2021, and it does not have a rental license today. It is listed by the Dakota County Tax Assessor as being an owner-occupied single-family home and the City has never received any complaints about the property. It is unclear what the new owner is doing with the second dwelling unit, which technically does not exist.

- Single-family homes and duplexes are very similar in terms of how they function in a neighborhood and how they are regulated. Both housing types are often owner-occupied (in a duplex, the owner often lives in one unit). Both housing types work well when subject to a 35% lot coverage limit and 28-foot height limit (SSP's current R-2 rules) whereas triplexes and larger residential buildings usually need more lot coverage or height to have a functional floor plan. Finally, both single-family homes and duplexes are regulated under the Residential Building Code, which allows for cost-effective construction techniques. Triplexes and larger residential buildings are regulated under the State Building Code as commercial buildings and this drives up costs considerably and requires plans to be prepared by a licensed architect.
- There are many 60-foot lots in SSP with R-2 zoning that already qualify to be used as a duplex or twinhome and City Staff generally sees no more than one duplex or twinhome project each year. Many years have zero duplex or twinhome projects. Other cities in Minnesota that have relaxed their zoning requirements for duplexes have been surprised by just how few property owners want to convert their single-family home into a duplex. In SSP, most of the property owners who call City Hall and are interested in doing a duplex conversion are people who already functionally have a duplex but are blocked from legally licensing their building as a duplex, so they need to get a rental license for a single-family home and rent the building out as a "single-family home with two kitchens."
- Every year, City Staff speaks to residents who own a duplex in the R-2 district and are interested in converting it into a single-family home to better serve their family (i.e. turn the second kitchen into a family room). Most of these property owners get cold feet after they learn that their duplex is "grandfathered" to exist on a 40-foot lot, and they will forfeit those grandfather rights if they do a conversion. They recognize correctly that they will be dramatically reducing the resale value of the home if they convert it to a single-family home and this will hurt them in the future when they are ready to sell the property to fund their retirement. Allowing both single-family homes and duplexes on more R-2 lots would allow property owners to toggle back and forth between housing types as their life circumstances change. The building could be used as a single-family home when their children are young and then turned back into a duplex later on if their children are adults and want to keep living on the property but with increased independence. Adding this type of flexibility to the City's housing stock would be consistent with the 2040 Comprehensive Plan's goal of promoting lifecycle housing and helping residents "age in place" with the help of their support network.
- South St. Paul does have many suburban neighborhoods which are characterized by larger lots, larger setbacks between houses, a lack of sidewalks on minor streets, a lack of

boulevard trees, a lack of alleys, and car-oriented architecture (i.e. 2–3 stall attached garages on the front of most houses). Some of the residents of these neighborhoods prefer a more suburban lifestyle and choose to live in these parts of SSP deliberately. These neighborhoods are generally zoned R-1 Single Family and that zoning district is not being modified in any way and will continue to function as a suburban single-family zoning district.

Planning Commission Recommendation

The Planning Commission discussed a draft ordinance at their March 4th meeting and held a public hearing for the proposed ordinance at their April 1st meeting. No members of the public attended the hearing or submitted comments. The Planning Commission had a highly technical discussion and asked City Staff a number of clarifying questions about single-family homes, duplexes, and townhomes and how City Staff and the Dakota County Tax Assessor draw distinctions between the different housing types when there seem to be so many gray areas (i.e. single-family homes with 2 kitchens and/or 2 separate dwelling units). City Staff explained how the zoning rules are administered and also provided some insight into how the code enforcement process works for zoning violations and rental licensing violations.

Ultimately, most of the Planning Commissioners agreed with City Staff that this is not a policy change ordinance and is instead a narrowly tailored policy refinement ordinance related to the geometry of home lots in the R-2 district. They agreed with City Staff that the ordinance will reduce gray areas and make it easier for the Planning Department and the City Clerk to conduct code enforcement and properly license buildings that are clearly being used as duplexes even though they are licensed as single-family homes. Commissioner Fournier shared that he once owned a duplex in South St. Paul on a 40-foot lot, and he agrees with City Staff that this type of property is able to support a duplex with comfortable living conditions for the occupants.

Commissioner Felton disagreed with the other Planning Commissioners and indicated that he still feels that a duplex needs to be on a lot that is at least 60 feet wide. He shared during the discussion that he believes that the owners of smaller properties have enough options already and do not need the option of having their building be considered a lawful duplex. He noted that a lawful single-family home that contains two complete dwelling units (separate kitchens, separate bathrooms, and separate bedrooms) could legally be used by a multi-generational family who are all related to each other, so there are lawful ways to use such a building without needing a rental license. He expressed that some members of the community feel that there are too many rental dwellings in town, and he worries that making more properties eligible to be licensed as lawful duplexes could lead to more rental activity.

City Staff reiterated that the proposed ordinance is not a policy change and the R-2 district's explicit purpose is to allow single-family homes and duplexes to exist together in the City's older low-density neighborhoods. There is no proposal to allow duplexes in any neighborhoods that do not already allow duplexes. City Staff also noted that it is extremely expensive to outfit a home with a secondary dwelling unit (separate kitchens, separate bathrooms, and separate bedrooms) for multi-generational living. Most residents are not going to want to invest the money to add a

secondary dwelling unit if their hands are tied and the only lawful way to use the building is multi-generational living and the second unit cannot be rented out if one generation passes away and the other generation wants to keep living at the property.

The Planning Commission voted 6-1 (Felton dissenting) to recommend approval.

Action Needed

Approve Ordinance 1442 updating zoning requirements in the R-2 Single-and-Two Family zoning district.

A first reading was held at the April 20, 2026 City Council meeting.

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Zoning Map
2. Examples of Residential Lot Widths in South St. Paul
3. Ordinance 1442

City of South St Paul Zoning Map



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

ATTACHMENT 1 ZONING MAP

Zoning Designations

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

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

MRCCA districts can be found on a separate PDF.

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

ATTACHMENT 2
EXAMPLES OF RESIDENTIAL LOT WIDTHS IN SOUTH ST. PAUL

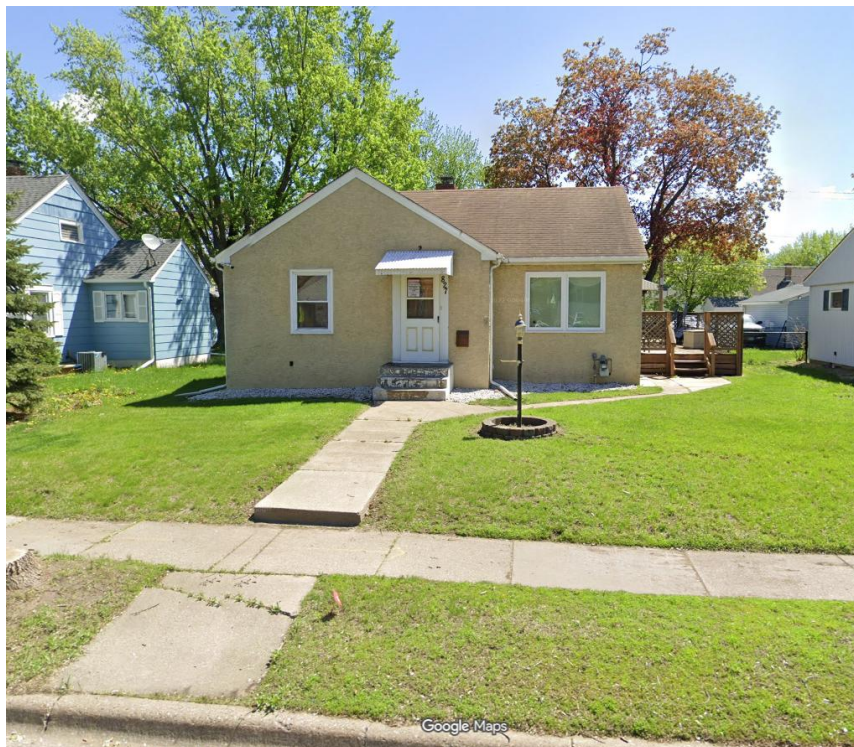
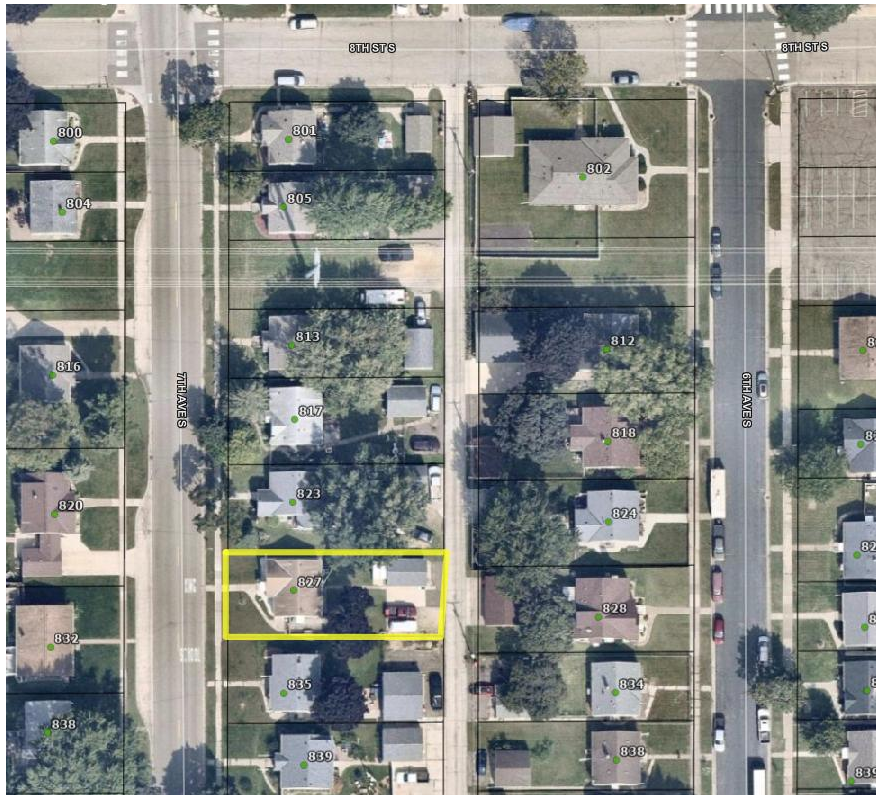
40-FOOT-WIDE LOTS

- Almost all of SSP's original neighborhoods were platted in the 1800's with lots that are 40 feet wide and either 120 or 125 feet deep. Most neighborhoods with R-2 zoning were platted with 40-foot-wide lots.
- The home shown below was built on a 40-foot-wide lot with an alley. This is by far the most common type of residential lot in South St. Paul.



50-FOOT-WIDE LOTS

- A few older neighborhoods were platted with lots that are 50 feet wide. It is also common for people to create 50-foot lots by doing lot splits and combinations.

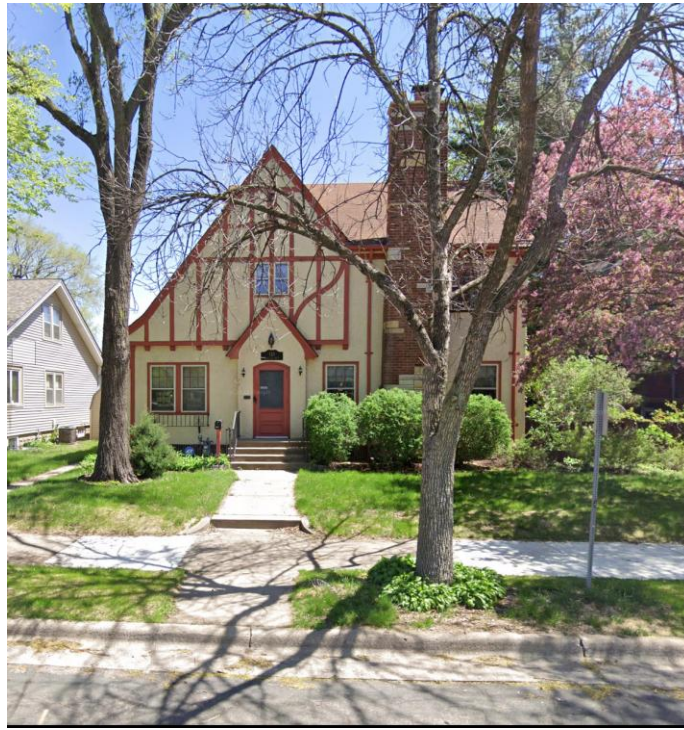


60-FOOT-WIDE LOTS

- Most of the neighborhoods created in the 1950's and 1960's were platted with 60-foot-wide lots including the R-2 neighborhoods near Fleming Field Municipal Airport.

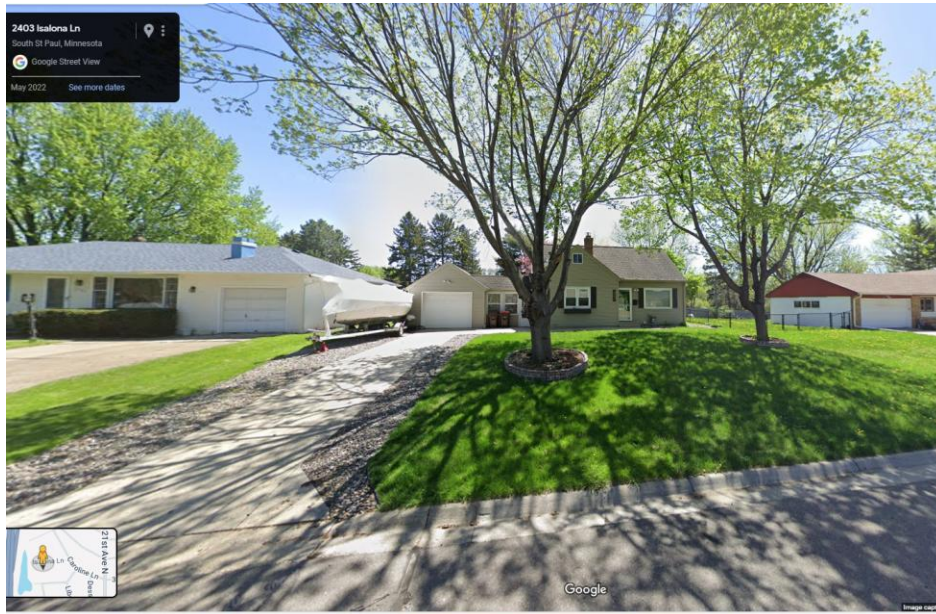


- 60-foot-wide single-family-home parcels can also be found all over SSP because it is very common for the owners of 40-foot-wide lots to purchase a vacant 40-foot-wide lot that sits between their properties and split it in half to share. The house shown below sits on a 60-foot-wide parcel in an R-2 neighborhood that consists of mostly 40-foot wide lots.



70-FOOT-WIDE LOTS

- The Oak Park neighborhood on the west side of town was platted with a variety of lot widths but most of the original platted lots are around 70 feet in width.



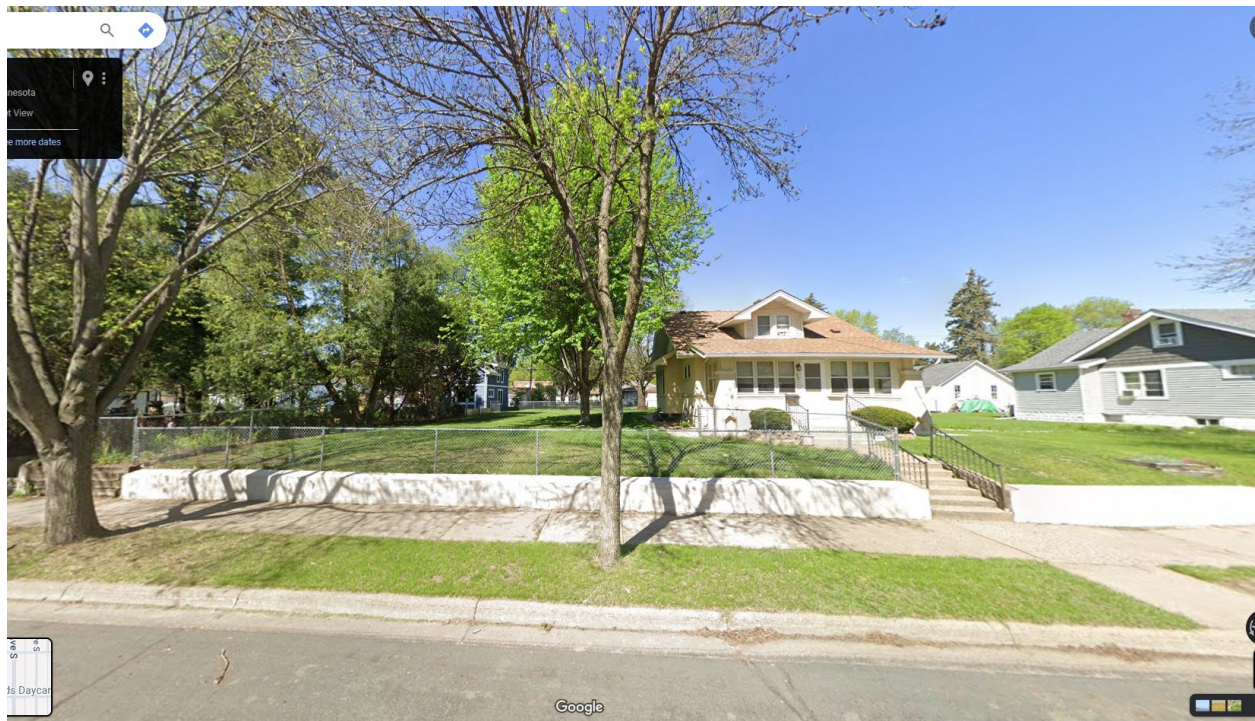
75 FOOT-WIDE LOTS AND OTHER LARGE LOTS



78-Foot-Wide Lot Platted in 2009 in the “Thompson Heights” Subdivision



89-Foot-Wide Lot Platted in 2000 in the "Wentworth Hollow" Subdivision



80-Foot-Wide “Double Lot” Created by Combining Two 40-Foot-Wide Lots From The Ravenscroft Park Subdivision which was Platted in 1887.

**City of South St. Paul
Dakota County, Minnesota**

Ordinance No. 1442

**AN ORDINANCE UPDATING ZONING REQUIREMENTS IN THE R-2 SINGLE- AND
TWO-FAMILY RESIDENCE DISTRICT**

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

SECTION 1. AMENDMENT. South St. Paul City Code Section 118-122 is hereby amended as follows:

Sec. 118-122. R-2, single- and two-family residence district.

(a) *Permitted uses.* Within the R-2 district, no structure or land shall be used except for one or more of the following uses, except as otherwise permitted by this chapter:

- (1) Principal and accessory uses permitted in the R-1 district;
- (2) Duplex or twin home ~~(see subsection (e) of this section)~~; and
- (3) A PWS antenna located entirely inside a building or structure.

(b) *Uses by conditional use permit.* Within the R-2 district, the following uses shall be by conditional use permit only:

- (1) All uses allowed by a conditional use permit in the R-1 district.

~~(c) *Building height, width, area, and architectural requirements.* Within the R-2 district, building height, width, area, and architecture for residential dwellings shall be as regulated in the R-1 district.~~

(c) *Building height, width, area, and architectural requirements.* Within the R-2 district, residential buildings must comply with the following:

- (1) Shall not exceed a height of three stories, or 28 feet above grade as defined in the Minnesota State Building Code;
- (2) Shall be a minimum of 24 feet wide; and
- (3) Shall have a minimum area footprint of 800 square feet.
- (4) Shall comply with the architectural requirements for residential structures contained in section 118-9.
- (5) For two-family dwellings, exterior stairs that provide access to a dwelling unit above the ground floor shall be enclosed or shall be located in the rear yard or a side yard.

(d) *Lot requirements.* Within the R-2 district, the following lot requirements shall apply:

- (1) Each single-family dwelling, together with its accessory buildings, shall be located on a lot having an area of not less than 6,000 square feet, width of not less than 50 feet, and depth of not less than 120 feet, except in the following circumstances:

 - a. A single-family dwelling may be erected on a lot platted prior to May 1, 1967 or a buildable lot of record that was lawfully established, having less than the foregoing area, width, and depth but having no less than 4,000 square feet of lot area. A lot platted prior to May 1, 1967 which has been combined with other lots may be restored to its original dimensions, subject to the provisions of section 114-5.
 - b. When an improved alley is provided along the rear or side property line, a new buildable lot may be created with an area of not less than 4,800 square feet, a width of not less than 40 feet, and a depth of not less than 120 feet.
 - (2) Each two-family dwelling, together with its accessory buildings, shall be located on a lot having an area of not less than 6,000 square feet, width of not less than 50 feet, and depth of not less than 120 feet, except in the following circumstances:

 - a. When an improved alley is provided along the rear or side property line, a two-family dwelling is allowed on any lot that is considered a buildable lot for a single-family dwelling.
- (c) Building Requirements. Within the R-2 district, the following building requirements shall apply:
- (1) Ingress and egress. All lots shall front on a public street or have adequate ingress and egress to a public street.
 - (2) Percent of land use. All dwellings and accessory buildings on any lot shall not cover more than 35 percent of the area of the lot.
 - (3) Front yard. No building shall be erected, reconstructed, altered or moved nearer to the front lot line than the average setback observed by residential buildings on the same side of the street and fronting thereon within the same block. Further, no part of the structure shall be closer than 25 feet to the street line on which it faces, except when the average setback is less than 25 feet.
 - (4) Side yard. There shall be a side yard of not less than five feet along each side of each building located on an interior lot. There shall be a side yard of not less than nine feet on the street side of any structure constructed on a corner lot. No attached garage shall be placed within ten feet of any dwelling unit on an adjacent lot. When an alley runs parallel to a side property line, a garage with an entrance facing said alley must be set back at least eight feet from the alley right-of-way line.
 - (5) Rear yard. Each lot shall have a rear yard of not less than 25 feet in depth.
 - (6) Access to units. Each unit of a two-family dwelling shall have a separate access to the outside of the dwelling or to a common hallway or entryway. Any exterior stairs to an above-ground floor shall comply with Section 118-122 (c)(5).

- (7) Separate bathroom, kitchen, sleeping area. Each dwelling unit in a two-family dwelling must have a separate bathroom, kitchen, and sleeping area.
- (8) Conditional use permit requirements. All uses by conditional use permit shall provide such setback in front, side, and rear yards as the city council shall determine, taking into account the proposed use, the character of the surrounding area, the density of the area, and other relevant factors.
- ~~(d) Lot requirements; single family dwellings.~~ Each one or two family dwelling, together with its accessory buildings, shall be located on a lot having an area of not less than 6,000 square feet, width of not less than 50 feet, and depth of not less than 120 feet, except in the following circumstances:
- ~~(1) A dwelling may be erected on a lot platted prior to May 1, 1967 or a buildable lot of record that was lawfully established, having less than the foregoing area, width, and depth but having no less than 4,000 square feet of lot area. A lot platted prior to May 1, 1967 which has been combined with other lots may be restored to its original dimensions, subject to the provisions of section 114-5.~~
- ~~(2) When an improved alley is provided along the rear or side property line, a new buildable lot may be created with an area of not less than 4,800 square feet, a width of not less than 40 feet, and a depth of not less than 120 feet.~~
- ~~(e) Lot requirements; two family dwellings.~~ The following minimum lot and building requirements shall apply to all two family dwellings in the R-2 district whether the two-family homes are newly constructed or are newly created by remodeling an existing structure which was previously not a two family dwelling:
- ~~(1) Lot area, width, and depth.~~ No two family dwelling shall be erected on a lot having less than 60 feet of frontage, and 7,200 square feet of area.
- ~~(2) Percent of land use.~~ The two family dwelling and accessory buildings on any lot shall not cover more than 35 percent of the area of the lot.
- ~~(3) Access to unit.~~ Each unit of the two family dwelling shall have a separate access to the outside of the dwelling or to a common hallway or entryway.
- ~~(4) Inspection and license.~~ Each rental unit within a two family dwelling shall be inspected in accordance with article VII of chapter 106 of this Code prior to occupancy.
- ~~(5) Separate bathroom, kitchen, sleeping area.~~ Each dwelling unit must have a separate bathroom, kitchen and sleeping area.
- ~~(6) Miscellaneous.~~ The requirements of sections 118-121(d)(2) and (d)(4) (6) shall apply to two family dwellings.
- (f) *Off-street parking, loading and unloading berths.* Within the R-2 district, the provisions of article VII of this chapter shall apply. A single-family home may not be converted to a duplex or twinhome without the entire building being brought into compliance with zoning requirements for the minimum number of off-street parking stalls.

- (g) *Prohibited uses.* The following uses are prohibited because they are not compatible with the purposes of the R-2 residence district: PWS towers and antennas, except as permitted under subsections (a) and (b) of this section and small wireless facilities located outside of the right-of-way.

SECTION 3. AMENDMENT. South St. Paul City Code Section 118-123 is hereby amended as follows:

Sec. 118-123. R-3, general residence district.

- (e) *Off-street parking and loading.* Off-street parking and loading within the R-3 zoning district shall be as required and regulated in article VII of this chapter. No additional dwelling units may be added to an existing residential building without the entire building being brought into compliance with zoning requirements for the minimum number of off-street parking stalls.

SECTION 4. AMENDMENT. South St. Paul City Code Section 118-124 is hereby amended as follows:

Sec. 118-124. R-4, multifamily residential district.

- (e) *Off-street parking and loading.* Within the R-4 district, off-street parking and loading shall be as required and regulated in article VII of this chapter. No additional dwelling units may be added to an existing residential building without the entire building being brought into compliance with zoning requirements for the minimum number of off-street parking stalls.

SECTION 5. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The ordinance updates the zoning rules for two-family dwellings in the R-2 Single-and-two family zoning district. It also establishes clearer code criteria regarding minimum parking requirements when additional dwelling units are being added to an existing building.

SECTION 6. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Deanna Werner, City Clerk



CITY COUNCIL AGENDA REPORT

DATE:

May 18, 2026

DEPARTMENT:

Council and Board

PREPARED BY:

Ryan Garcia

AGENDA ITEM NUMBER:

11.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Charter Commission Appointments

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to Adopt Resolution 2026 - 34, recommending appointments to the South St. Paul Charter Commission.

OVERVIEW

Background

The City Charter serves as the foundational governing document for the City of South St. Paul and establishes the structure, powers, and processes of municipal government. Under Minnesota law, home rule charter cities operate pursuant to Minn. Stat. [Chapter 410](#). The Charter Commission is a statutory body established under Minn. Stat. § [410.05](#) and reflected in [the City Charter](#). The South St. Paul City Charter provides that the Charter Commission consists of nine residents appointed for four-year terms in accordance with state law. South St. Paul's Charter Commission has been "dormant" for several years, although a membership roster of 7 residents has been confirmed from previous appointments.

At the March 2, 2026 City Council Meeting, Council requested that Staff prepare a worksession discussion to provide additional information on the Charter Commission, confirmation from currently appointed members of their continued interest in serving on the Charter Commission, and an opportunity to further deliberate the makeup of the Charter Commission prior to making appointments to this commission for 2026. Thus, a Council Worksession on April 13, 2026 provided Council with an opportunity to learn more about the City's Charter Commission and also provided an opportunity for previously appointed Commissioners to confirm their continued interest in serving on the commission (all seven confirmed their interest). Following a presentation by the City Administrator and City Attorney at the April 13 Worksession, Council discussed next steps and agreed that the current members of the Charter Commission should be given the opportunity to review applications and forward a recommendation to Council for appointment of two new Charter Commission members. The seven current members met on May 11, 2026, reviewed and discussed applicants, and have recommended the appointment of Shireen Bhatia and Tess Haima to four year terms on the Commission. Resolution 2026 - 34, which is attached, is required to be submitted to the District Court as required by State Statute for the appointments to take effect.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Charter Commission Applications
2. Resolution 2026-34

2026 BOARDS & COMMISSION APPLICANTS

NAME	INCUMBENT	AIRPORT	CHARTER	LMRWMO	NDC4	PARK & REC	PLANNING	CIVIL SERVICE
Anderson, Daniel	Y			X				
Dippel, Rich	Y					X		
Ludwigson, Joel	Y	X						
Schoen, Mike	Y	X						
Patet, Sadie	Y					X		
Woodburn, Jim	Y							X
Haima, Tess			X Top Choice					
Berkeland, Nicole						X		
Bhatia, Shireen			X			X	Top Choice	
Bogie, Terrence						x		
Bredy, Shane				X				
Ehly, Theodore				X				
Estee, Christine						X		
Fuller, Matthew					X			
Kobes, Haley			X			X		Top choice
McCarthy- Kreis, David		X	X			X	Top Choice	X
Mitchell, Aspen							x	
Nagel, Andy						X		
Nelson, Zachary					X	X	Top choice	X
Priebe, David							X	

2026 BOARDS & COMMISSION APPLICANTS

NAME	INCUMBENT	AIRPORT	CHARTER	LMRWMO	NDC4	PARK & REC	PLANNING	CIVIL SERVICE
Priebe, Priscilla							X	
Sneed, Erik		X						
Wegehaupt, Alex			X			X	Top Choice	X
Zellmer, Daniel		Top choice	X	X	X	X	Top choice	X

From: noreply@civicplus.com
To: [Sandy Haima](#)
Subject: Online Form Submittal: City Advisory Board or Commission Application
Date: Thursday, January 29, 2026 8:49:13 PM

City Advisory Board or Commission Application

Application for Appointment to City Advisory Board or Commission

One of the highest ideals of citizenship is personal involvement in the democratic process. City Advisory Boards and Commissions provide participation in issues concerning the community and its residents. We welcome your application to serve on a City Advisory Board or Commission. Please furnish complete information to assist us in giving your application full consideration. Additional information, which further qualifies you, may be attached to this application.

Select the Advisory Board or Commission applying for	Charter Commission, Parks & Recreation Advisory Commission, Planning Commission
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*If applying for the Airport Advisory Commission, please indicate your association with Fleming Field Airport	Field not completed.
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Top Choice	Planning Commission
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Personal Information

First Name	Shireen
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Last Name	Bhatia
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Address1	
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Address2	Field not completed.
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City	South Saint Paul
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State	MN
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Zip	55075
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Phone Number	
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Email Address	
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Employer	
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Occupation

Intellectual Property Counsel

Qualifications

Please answer the following questions.

Do you have any special qualifications that you feel would help you be effective on a board or commission (i.e. work experience, education, volunteer experience, etc.)?

I am an attorney who specializes in intellectual property, and I believe that my education in law school would help me immensely to help make South Saint Paul an even better place. I have experience volunteering in housing court with volunteer lawyers network. I am passionate about how the law can shape our everyday lives, and how we can use it to better our community through planning our city, improving our parks, and ensuring that our city continues to run its local government even better. I am also a second-generation immigrant, and speak three languages (English, Spanish and Hindi). I believe in a government for all and believe I can listen to the needs of all residents here in South Saint Paul.

List two or three goals that you would like to see accomplished during your service.

1) Connecting with South Saint Paulers to bring issues to the commission: Listening to residents about what issues we are facing in real time and staying accountable by being transparent about problem resolutions that we create in these commissions.
2) Ensuring that taxpayer dollars are efficiently spent. If there is a way to improve our city sensibly, I want to advocate for this while also bearing in mind how we can use resources we already have.
3) Helping South Saint Paul be a little better than where the last commission left off. Effective government takes a village.

What is your primary interest in serving on a City of SSP Advisory Board or Commission?

I was inspired by my experience speaking at city council and listening closely to the budget for city improvements at how many issues our community is facing. I believe that being on a board or commission would give me the opportunity to give back, help be a problem solver, and connect with more of our diverse community to better understand its needs.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?

No

If yes, which

N/A

Have you served on a Board, Commission, or Committee before?

No

If yes, which

N/A

(Section Break)

Consent to Release Private Data

If appointed to an Advisory Board or Commission, I authorize the City of South St. Paul to release the following private data upon request made to the City. You must list at least one phone number or email address to be made public.

Phone Number

[REDACTED]

Business Phone
Number

Field not completed.

Personal Email
Address

[REDACTED]

Business Email
Address

[REDACTED]

I also authorize the City of South St. Paul to release such authorized private data referenced above to members of the general public, City staff, Mayor and City Council members. This authorization shall be modified or cancelled only upon written notice to the City of South St. Paul, 125 3rd Ave. N., South St. Paul, MN 55075. I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

By submitting your application electronically, you have agreed to all terms listed above.

Additional Information

[January 2026 Resume Shireen Kaur Bhatia.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

Caution: External Email - This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: noreply@civicplus.com
To: [Sandy Haima](#)
Subject: Online Form Submittal: City Advisory Board or Commission Application
Date: Saturday, February 7, 2026 9:32:06 AM

City Advisory Board or Commission Application

Application for Appointment to City Advisory Board or Commission
One of the highest ideals of citizenship is personal involvement in the democratic process. City Advisory Boards and Commissions provide participation in issues concerning the community and its residents. We welcome your application to serve on a City Advisory Board or Commission. Please furnish complete information to assist us in giving your application full consideration. Additional information, which further qualifies you, may be attached to this application.

Select the Advisory Board or Commission applying for	Charter Commission, Civil Service Commission, Parks & Recreation Advisory Commission
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*If applying for the Airport Advisory Commission, please indicate your association with Fleming Field Airport	Field not completed.
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Top Choice	Civil Service
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Personal Information

First Name	Haley
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Last Name	Kobes
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Address1	
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Address2	Field not completed.
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City	South St Paul
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State	MN
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Zip	55075
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Phone Number	
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Email Address	
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Employer	
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Qualifications

Please answer the following questions.

Do you have any special qualifications that you feel would help you be effective on a board or commission (i.e. work experience, education, volunteer experience, etc.)?

I have worked in both advocacy and healthcare with my current position being part of a state entity that works within the criminal justice system. As a nurse working within the department of corrections, and as the healthcare authority for my facility, I often act as a liaison between the nursing department and the security department. I have experience creating a collaborative environment where both teams are able to come together and work as a team even in situations where our goals may seem at odds. I pride myself on my ability to find solutions that meet the needs of all parties—nursing is able to provide needed care in a safe way which serves not only nursing and security, but the patient as well. This unique career also gives me a close up look at the re-entry of incarcerated persons into our communities and I have a unique awareness of the dynamics that occur when a person is re-entering the community as well as a unique perspective on recidivism and rehabilitation.

I also hold a degree in International Relations (political science focus) and have experience in community advocacy which both have helped me understand how many different levels of government operate and how advocacy operates within the different levels of government.

List two or three goals that you would like to see accomplished during your service.

I feel the last 5 years have changed the perception of law enforcement within our communities and there is a harsh divide between many community members and our law enforcement teams. I personally have had a some interactions with our community's law enforcement, some haven't been so great. However, I have had interactions with some members that made me feel seen, heard, and respected. I would like help find ways to bridge this divide between community members, including those from marginalized communities, and start to build trust between those serving to keep our communities safe, and those living in the community.

I also have a special interest in the opioid epidemic and the effects on our community. I am passionate about harm reduction and given the inextricable link between addiction and law enforcement, I would like to help guide the implementation of a harm reduction framework within the civil service entities that serve our community.

What is your primary interest in serving on a City of SSP Advisory Board or Commission?

I live in and am raising a child in this community. I was not raised here, but my child will be and I want to be an active participant in helping to build a community that is safe, diverse, and has opportunities within the community for all community members to

grow, flourish, and come together. I was raised in a very small rural community where “everyone knew everyone.” My father was a small business owner and served on the ambulance squad for many years in that community for and worked very hard to support and care for his community. Both this community and the world in general are very different from the community I grew up in, but while I have chosen to live and raise my son in a community very different than where I was raised, I have maintained the values instilled in me in my childhood: when we help and support each other as a community, everyone does better. My son is not an infant or toddler anymore, and my career is very stable and I find myself with the opportunity now to become more involved than I have been in recent years and would like to take advantage of that opportunity.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?

No

If yes, which

Field not completed.

Have you served on a Board, Commission, or Committee before?

No

If yes, which

Field not completed.

(Section Break)

Consent to Release Private Data

If appointed to an Advisory Board or Commission, I authorize the City of South St. Paul to release the following private data upon request made to the City. You must list at least one phone number or email address to be made public.

Phone Number

██████████

Business Phone Number

Field not completed.

Personal Email Address

████████████████████

Business Email Address

Field not completed.

I also authorize the City of South St. Paul to release such authorized private data referenced above to members of the general public, City staff, Mayor and City

Council members. This authorization shall be modified or cancelled only upon written notice to the City of South St. Paul, 125 3rd Ave. N., South St. Paul, MN 55075. I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

By submitting your application electronically, you have agreed to all terms listed above.

Additional Information [HSK Resume.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

Caution: External Email - This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: noreply@civicplus.com
To: [Sandy Haima](#)
Subject: Online Form Submittal: City Advisory Board or Commission Application
Date: Thursday, February 12, 2026 10:06:09 PM

City Advisory Board or Commission Application

Application for Appointment to City Advisory Board or Commission

One of the highest ideals of citizenship is personal involvement in the democratic process. City Advisory Boards and Commissions provide participation in issues concerning the community and its residents. We welcome your application to serve on a City Advisory Board or Commission. Please furnish complete information to assist us in giving your application full consideration. Additional information, which further qualifies you, may be attached to this application.

Select the Advisory Board or Commission applying for	Airport Advisory Commission*, Charter Commission, Civil Service Commission, Parks & Recreation Advisory Commission, Planning Commission
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*If applying for the Airport Advisory Commission, please indicate your association with Fleming Field Airport	Airport Neighbor - SSP Resident
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Top Choice	Planning Commission
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Personal Information

First Name	David
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Last Name	McCarthy-Kreis
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Address1	
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Address2	Field not completed.
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City	South Saint Paul
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State	Minnesota
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Zip	55075
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Phone Number	
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Email Address	
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Employer	Self
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Occupation

Software Developer

Qualifications

Please answer the following questions.

Do you have any special qualifications that you feel would help you be effective on a board or commission (i.e. work experience, education, volunteer experience, etc.)?

I have experience in college being a member of the committee that oversaw all budgeting and planning for campus publications and the radio station. It was four total years of experience, two as treasurer and two as the Chair of the committee. We managed annual amounts in excess of \$250,000, allocating and auditing dozens of funding requests from both long standing publications as well as one-off projects.

List two or three goals that you would like to see accomplished during your service.

1) See the people of this city served in a manner that raises the quality of life across the board.

2) Fill the vacancies with businesses and venues to revitalize South Saint Paul and reduce the need to find amenities outside of the city.

3) Increase the visibility of the work being done to the average resident to strengthen the ties and trust between the city government and the people it serves.

What is your primary interest in serving on a City of SSP Advisory Board or Commission?

I have always had a very strong desire to use my skills to the benefit of others. I am a happy resident of South Saint Paul but still see ways that the city can grow and improve. Civic engagement is so important to continuing the health of local government and I want to be a part of what makes this city thrive for its residents.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?

No

If yes, which

Field not completed.

Have you served on a Board, Commission, or Committee before?

No

If yes, which

Field not completed.

(Section Break)

Consent to Release Private Data

If appointed to an Advisory Board or Commission, I authorize the City of South St. Paul to release the following private data upon request made to the City. You must list at least one phone number or email address to be made public.

Phone Number

[REDACTED]

Business Phone
Number

Field not completed.

Personal Email
Address

[REDACTED]

Business Email
Address

Field not completed.

I also authorize the City of South St. Paul to release such authorized private data referenced above to members of the general public, City staff, Mayor and City Council members. This authorization shall be modified or cancelled only upon written notice to the City of South St. Paul, 125 3rd Ave. N., South St. Paul, MN 55075. I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

By submitting your application electronically, you have agreed to all terms listed above.

Additional Information

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Caution: External Email - This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: noreply@civicplus.com
To: [Sandy Haima](#)
Subject: Online Form Submittal: City Advisory Board or Commission Application
Date: Thursday, February 5, 2026 11:03:35 AM

City Advisory Board or Commission Application

Application for Appointment to City Advisory Board or Commission
One of the highest ideals of citizenship is personal involvement in the democratic process. City Advisory Boards and Commissions provide participation in issues concerning the community and its residents. We welcome your application to serve on a City Advisory Board or Commission. Please furnish complete information to assist us in giving your application full consideration. Additional information, which further qualifies you, may be attached to this application.

Select the Advisory Board or Commission applying for	Charter Commission, Civil Service Commission, Parks & Recreation Advisory Commission, Planning Commission
--	---

*If applying for the Airport Advisory Commission, please indicate your association with Fleming Field Airport	Field not completed.
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Top Choice	Planning Commission
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Personal Information

First Name	Alex
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Last Name	Wegehaupt
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Address1	
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Address2	Field not completed.
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City	South Saint Paul
------	------------------

State	MN
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Zip	55075
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Phone Number	
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Email Address	
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Employer	
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Occupation

Technical Sales Management

Qualifications

Please answer the following questions.

Do you have any special qualifications that you feel would help you be effective on a board or commission (i.e. work experience, education, volunteer experience, etc.)?

My work experience of working at a start up and helping build a business. Managing financials, procurement, sales and a production schedule keeps me agile and always thinking 3 steps ahead as well as when a problem does come up, finding an implementable solution that will help stop it from happening again. I have worked at a massive fortune 50 company as well as a 10 person start up, giving me a wide range of business experience.

I work well with a team, listen to ideas and collaborate on solutions to create the best possible option with the knowledge at that time. I was able to accomplish a BA and BS in 4 years as a student at South Dakota State University, proving I can handle a busy schedule and meet goals.

List two or three goals that you would like to see accomplished during your service.

1. I'd love to see what Concord can become. Keeping the SSP charm, while also making it a pleasurable and prosperous for everyone that drives on it. 2. Helping steer zoning to allow business to flourish while still keeping our residential neighborhoods intact.

What is your primary interest in serving on a City of SSP Advisory Board or Commission?

I want to be more involved in the South St Paul community and helping us become a more inclusive and fun place to live and be a resident. As a millennial generation professional,

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?

No

If yes, which

Field not completed.

Have you served on a Board, Commission, or Committee before?

Yes

If yes, which

I was on the Board of Directors for the National College Paintball Association while I was in college, and for a few years after.

(Section Break)

Consent to Release Private Data

If appointed to an Advisory Board or Commission, I authorize the City of South St. Paul to release the following private data upon request made to the City. You

must list at least one phone number or email address to be made public.

Phone Number

[REDACTED]

Business Phone
Number

[REDACTED]

Personal Email
Address

[REDACTED]

Business Email
Address

[REDACTED]

I also authorize the City of South St. Paul to release such authorized private data referenced above to members of the general public, City staff, Mayor and City Council members. This authorization shall be modified or cancelled only upon written notice to the City of South St. Paul, 125 3rd Ave. N., South St. Paul, MN 55075. I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

By submitting your application electronically, you have agreed to all terms listed above.

Additional Information

[Alex Wegehaupt Resume.26 \(1\).pdf](#)

Email not displaying correctly? [View it in your browser.](#)

Caution: External Email - This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: noreply@civicplus.com
To: [Sandy Haima](#)
Subject: Online Form Submittal: City Advisory Board or Commission Application
Date: Friday, February 6, 2026 9:38:55 AM

City Advisory Board or Commission Application

Application for Appointment to City Advisory Board or Commission

One of the highest ideals of citizenship is personal involvement in the democratic process. City Advisory Boards and Commissions provide participation in issues concerning the community and its residents. We welcome your application to serve on a City Advisory Board or Commission. Please furnish complete information to assist us in giving your application full consideration. Additional information, which further qualifies you, may be attached to this application.

Select the Advisory Board or Commission applying for

Airport Advisory Commission*, Charter Commission, Civil Service Commission, NCD4, Parks & Recreation Advisory Commission, Planning Commission, LMRWMO

*If applying for the Airport Advisory Commission, please indicate your association with Fleming Field Airport

Airport Neighbor - SSP Resident

Top Choice

Airport/planning

Personal Information

First Name

Daniel

Last Name

Zellmer

Address1

[REDACTED]

Address2

Field not completed.

City

Sout Saint Paul

State

MN

Zip

55065

Phone Number

[REDACTED]

Email Address

[REDACTED]

Employer

[REDACTED]

Occupation

Veteran Services Representative/Enlisted Aviator

Qualifications

Please answer the following questions.

Do you have any special qualifications that you feel would help you be effective on a board or commission (i.e. work experience, education, volunteer experience, etc.)?

I had spent significant time volunteering with different organizations during my time in service. I have spend my entire adult life in service to my State/Country.

List two or three goals that you would like to see accomplished during your service.

Improved communication. Community involvement. Help our great city evolve and thrive.

What is your primary interest in serving on a City of SSP Advisory Board or Commission?

I am a public servant at heart. I am a lifelong resident and I want to get more involved with my community.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?

No

If yes, which

Field not completed.

Have you served on a Board, Commission, or Committee before?

No

If yes, which

Field not completed.

(Section Break)

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Phone Number

██████████

Business Phone

Field not completed.

Number

Personal Email
Address

Field not completed.

Business Email
Address

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From: noreply@civicplus.com
To: [Sandy Haima](#)
Subject: Online Form Submittal: City Advisory Board or Commission Application
Date: Friday, May 8, 2026 7:33:32 AM

City Advisory Board or Commission Application

Application for Appointment to City Advisory Board or Commission

One of the highest ideals of citizenship is personal involvement in the democratic process. City Advisory Boards and Commissions provide participation in issues concerning the community and its residents. We welcome your application to serve on a City Advisory Board or Commission. Please furnish complete information to assist us in giving your application full consideration. Additional information, which further qualifies you, may be attached to this application.

Select the Advisory Board or Commission applying for	Charter Commission
--	--------------------

*If applying for the Airport Advisory Commission, please indicate your association with Fleming Field Airport	Field not completed.
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Top Choice	Charter Commission
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Personal Information

First Name	Tess
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Last Name	Haima
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Address1	
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Address2	Field not completed.
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City	South St Paul
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State	MN
-------	----

Zip	55075
-----	-------

Phone Number	
--------------	--

Email Address	
---------------	--

Employer	
----------	--

Occupation

Sr. Sales & Marketing Coordinator

Qualifications

Please answer the following questions.

Do you have any special qualifications that you feel would help you be effective on a board or commission (i.e. work experience, education, volunteer experience, etc.)?

Qualifications include receiving the Dakota County Youth Services award for teaching youth through 4-H programs, serving as Co-Chair of the Women in Lottery Leadership Minnesota chapter, and leadership experience through High School Key Club Board and Student Council involvement.

List two or three goals that you would like to see accomplished during your service.

Supporting the community, helping to ensure community goals are achieved, and upholding the values that will positively guide future generations in SSP.

What is your primary interest in serving on a City of SSP Advisory Board or Commission?

This would be my introduction into public service, and I would like to contribute to the positive growth of the city I proudly call home.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?

No

If yes, which

Field not completed.

Have you served on a Board, Commission, or Committee before?

No

If yes, which

Field not completed.

(Section Break)

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City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026 – 34

**A RESOLUTION RECOMMENDING APPOINTMENTS TO THE SOUTH ST. PAUL
CHARTER COMMISSION**

WHEREAS, Section 9.08 of the South St. Paul City Charter provides that the Charter Commission shall be comprised of nine (9) residents appointed for four (4) year terms in accordance with state law; and

WHEREAS, Minnesota Statutes Section 410.05, subd. 2 requires the Chief Judge of the Dakota County District Court to appoint members of the South St. Paul Charter Commission; and

WHEREAS, Minnesota Statutes Section 410.05, subd. 3 authorizes the City Council to submit names of eligible nominees to the Chief Judge of the Dakota County District Court for consideration in making the appointments to the Charter Commission.

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

1. That the following residents are recommended for appointment to the South St. Paul Charter Commission with the following terms:
 - Beth Ann Baumann: Term June 1, 2026 – March 4, 2030
 - Dan Niederkorn: Term June 1, 2026 – March 4, 2030
 - Lori Hansen: Term June 1, 2026 – March 4, 2030
 - John Ross: Term March 4, 2024 – March 6, 2028
 - Jill Best: Term March 4, 2024 – March 6, 2028
 - Cindy Bonawitz: Term March 4, 2024 – March 6, 2028
 - Kelly Marlow: Term March 4, 2024 – March 6, 2028
 - Tess Haima: Term June 1, 2026 – March 4, 2030
 - Shireen Bhatia: Term June 1, 2026 – March 4, 2030
2. The City Attorney is authorized and directed on behalf of the City to make application to the Chief Judge of the District Court to appoint the residents to the Charter Commission and transmit this Resolution to the Chief Judge.

Adopted this 18th day of May, 2026.

Deanna Werner, City Clerk