



CITY OF SOUTH ST. PAUL MEETING AGENDA

CITY COUNCIL

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

Monday, June 1, 2026
7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

- A. Kaposia Days 2026
- B. South St Paul Juneteenth Celebration

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 May 18th, 2026
- B. Accounts Payable
- C. Business Licenses
- D. Acceptance of Gift Donations
- E. Approve Employment Offer to M. Stein as Communications Specialist
- F. Approval to Retain Abdo Solutions for a Classification and Compensation Study
- G. Approve Change of Control with Dauntless Air for 340 Airport Road

- H. Approve Closeout and Final Reimbursement for the Airport Beacon Replacement Project at the South St. Paul Airport
- I. Approve Agreement with Evecio Consulting Partners for the Independent Fee Estimate for the Fuel System Replacement Project
- J. Approve Amendment #1 to Purchase Agreement

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

- A. Tobacco Violation - Quick Stop Tobacco

11. GENERAL BUSINESS

- A. Second Reading: Ordinance Amendment to Allow Low Impact Production in Mixed Markets and Makers Subdistrict 1 (MMM-1)
- B. Conditional Use Permit for a Low Impact Production Business at 1505 Concord Street North
- C. Sanimax Odor Management Plan Update
- D. Sale of Lot 2, Block 18, Riverside Park Addition

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

DATE: June 1, 2026
DEPARTMENT: Community Affairs
PREPARED BY: Deb Griffith
AGENDA ITEM NUMBER: 5.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Kaposia Days 2026

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

N/A

OVERVIEW

Members of the Kaposia Days Board of Directors will update and invite the Community to the 2026 Kaposia Days and what it has to offer this year.

SOURCE OF FUNDS

N/A

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: June 1, 2026
DEPARTMENT: Community Affairs
PREPARED BY: Deb Griffith
AGENDA ITEM NUMBER: 5.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

South St Paul Juneteenth Celebration

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

N/A

OVERVIEW

Members of the Clark Grace United Church of Christ and SSP Committee members will update and invite the community to the SSP Annual Juneteenth Celebration.

SOURCE OF FUNDS

N/A

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: June 1, 2026
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

City Council Meeting Minutes of May 18th, 2026

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

Approval of meeting minutes for the Regular City Council Meeting held on Monday, May 18th, 2026.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 05-18-2026 Council Minutes



SOUTH ST. PAUL CITY COUNCIL MINUTES OF MAY 18, 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 18th, 2026.

2. ROLL CALL

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

Absent: Tom Seaberg

Staff Present:

Ryan Garcia, City Administrator

Kori Land, City Attorney

Deanna Werner, City Clerk

Brian Wicke, Chief of Police

Michael Healy, City Planner

Monika Miller, Senior Planner

Deb Griffith, Community Affairs

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.

Gail Avenson

Glen Boche

7. APPROVAL OF AGENDA

Moved by: Matt Thompson / Joe Kaliszewski

Moved: Approval of Agenda

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

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

11. GENERAL BUSINESS

- A. Site Plan Review for Riverside Holdings, LLC
 Moved by: Matt Thompson / Todd Podgorski
 Moved: To approve site plan review for Riverside Holdings, LLC
 Vote: 5 ayes / 1 nays, motion
- B. First Reading: Ordinance Amendment to Allow Low Impact Production in Mixed Markets and Makers Subdistrict 1 (MMM-1)

Council Member Podgorski introduced for the first reading an 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

Moved by: Joe Kaliszewski / Lori Hansen

Moved: To Approve Ordinance 1444, Updating Zoning Requirements in the R-2 Single-and-Two Family Residence District

Vote: 6 ayes / 0 nays, motion Passed

D. Charter Commission Appointments

Moved by: Lori Hansen / Joe Kaliszewski

Moved: To Approve Resolution 2026-034, Recommending Charter Commission Appointments

Vote: 4 ayes / 2 nays, motion Passed

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT

Moved by: Pam Bakken / Lori Hansen

Moved: To Adjourn

Vote: 6 ayes / 0 nays, motion Passed

The meeting was adjourned at 8:40 PM.



/s/: Deanna Werner
City Clerk



CITY COUNCIL AGENDA REPORT

DATE: June 1, 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 2026-071 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. 06-01-26 Accounts Payable Resolution
2. 06-01-26 Accounts Payable Summary Check Register
3. 06-01-26 Accounts Payable Detail Check Register

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-071

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:

157228-157326	\$ 1,541,734.28
20261168-2026176	17,054.22
801375-801377	<u>171.96</u>

Total	\$ 1,558,960.46
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Adopted this 1st day of June, 2026.

Deanna Werner, City Clerk

-

<u>Company</u>	<u>Amount</u>
00101 GENERAL FUND	885,825.71
00212 GRANTS/DONATIONS POLICE	1,270.48
00213 GRANTS/DONATIONS PUBLIC W...	4,235.00
00215 GRANTS/DONATIONS PARK AND REC	1,119.50
00243 DOUG WOOG ARENA	89,455.71
00245 AIRPORT FUND	47,569.55
00260 HOUSING GENERAL	850.00
00280 ECON DEV GENERAL	850.00
00402 CAPITAL PROGRAMS FUND	22,360.97
00415 NEW PUBLIC WORKS FACILITY	3,703.60
00440 2024 LOCAL IMPROVEMENTS	5,159.80
00494 HARDMAN TRIANGLE TIF	64,207.50
00600 UTILITY ADMINISTRATION	4,456.00
00605 WATER UTILITY	40,918.21
00606 SEWER UTILITY	313,332.77
00615 STREET LIGHT UTILITY	2,240.67
00677 NAN MCKAY APT BLDG	23,612.09
00678 JOHN CARROLL APT BLDG	34,192.31
00703 CENTRAL GARAGE FUND	9,592.73
00709 SELF-INSURED DENTAL	3,883.18
00805 EMPLOYEE HEALTH REIMBUR	124.68
Report Totals	1,558,960.46



CITY COUNCIL AGENDA REPORT

DATE: June 1, 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

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>
15177	Amy Susan Piggee	00016744	Rental Housing	A	05/27/2026	05/31/2027	633 10th Ave N		06/01/2026
15669	Truman Q Marty	00017189	Rental Housing	A	05/28/2026	05/31/2027	328 10th Ave S		06/01/2026
14484	St, Paul Real Estate LLC	00016454	Rental Housing	A	05/26/2026	05/31/2027	115 12th Ave S		06/01/2026
15815	Rahel Hailu	00017318	Rental Housing	A	05/13/2026	05/31/2027	109 14th Ave S		06/01/2026
15362	Michael Ryan Wallace	00016828	Rental Housing	A	05/19/2026	05/31/2027	443 16th Ave N		06/01/2026
14889	Jesus & Carmen Sanchez	00016648	Rental Housing	A	05/21/2026	05/31/2027	155-157 18th Ave S	Duplex - Owners daughter occupies one unit	06/01/2026
14791	Lifeng Geng	00016634	Rental Housing	A	05/27/2026	05/31/2027	334 1st Ave S		06/01/2026
12021	Xuan Van Ngo	00016490	Rental Housing	A	05/15/2026	05/31/2027	814 22nd Ave N		06/01/2026
15310	Blessing Oluwagbemisola Ogunyemi	00016805	Rental Housing	A	05/28/2026	05/31/2027	224 2nd Ave S	Housing with Services - Grandfathered to 6	06/01/2026
15668	Iris Drive LLC	00017188	Rental Housing	A	05/22/2026	05/31/2027	617 2nd Ave S		06/01/2026
15107	Joseph Phillip Isaacson	00016721	Rental Housing	A	03/13/2026	05/31/2027	415 3rd Ave S		06/01/2026
13606	Chad Unseth	00016505	Rental Housing	A	04/29/2026	05/31/2027	537 3rd Ave S		06/01/2026
15193	HPA II Borrower 2020-1 GA LLC	00016754	Rental Housing	A	04/07/2026	05/31/2027	359 5th Ave S	HPA II Borrower 2020-1 GA LLC	06/01/2026
15183	Taylor Arielle Benedict	00016747	Rental Housing	A	05/26/2026	05/31/2027	1047 7th Ave S		06/01/2026
15176	SRF Borrower 2021-2 LLC	00016428	Rental Housing	A	04/07/2026	05/31/2027	928 7th Ave S		06/01/2026
15803	Jacey Florence Amick	00017303	Rental Housing	A	04/21/2026	05/31/2027	1156 8th Ave S		06/01/2026
15656	Anoulack Lucky Phousirith	00016990	Rental Housing	A	05/28/2026	05/31/2027	800 8th Ave S Unit 2		06/01/2026
15128	Shannon Leona Kearney	00016726	Rental Housing	A	05/19/2026	05/31/2027	203 Ash St W		06/01/2026
15806	Joshua Kyles	00017308	Rental Housing	A	04/30/2026	05/31/2027	1624 Bryant Ave		06/01/2026
15180	Martha Johnson Bonneau	00016746	Rental Housing	A	05/28/2026	05/31/2027	221 Grand Ave W 209		06/01/2026
15471	Jane W. Milnar Trust	00016894	Rental Housing	A	04/20/2026	05/31/2027	1440 Henry Ave		06/01/2026
15679	Karina Santana	00017200	Rental Housing	A	05/20/2026	05/31/2027	952 Logan Ln		06/01/2026
15343	Samantha HoCao	00016821	Rental Housing	A	05/28/2026	05/31/2027	613 Marie Ave		06/01/2026
12048	Susan L. Troje	00016565	Rental Housing	A	05/21/2026	05/31/2027	205 Park St W		06/01/2026
15819	Elizabeth Kate Waltman	00017326	Rental Housing	A	05/26/2026	05/31/2027	124 Richmond St W		06/01/2026
15689	Jam Ventures MN LLC	00017207	Rental Housing	A	05/21/2026	05/31/2027	210 Richmond St W		06/01/2026
13890	Rachael Ann Jackson	00016575	Rental Housing	A	05/26/2026	05/31/2027	130 Spruce St E		06/01/2026

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>
15127	Jamie Leigh Galbreath	00016725	Rental Housing	A	05/26/2026	05/31/2027	101-103 Stanley Ave		06/01/2026
12219	Brent V. Benson	00016576	Rental Housing	A	05/18/2026	05/31/2027	636 Stewart Ave		06/01/2026
15680	Jared S Senst	00017201	Rental Housing	A	05/28/2026	05/31/2027	955 - 957 Warner Ave		06/01/2026
15448	Alyssa Kay Wegleitner	00017223	Rental Housing	A	05/21/2026	05/31/2027	1514-1518 Waterloo Ave		06/01/2026
15475	Everest Holdings LLC	00016901	Rental Housing	A	04/30/2026	05/31/2027	1579 Willis Ave	Everest Holdings LLC	06/01/2026
12152	Keith P. Collins	00017019	Rental Housing Multi Family Dwelling (4+)	A	05/01/2026	05/31/2027	101 15th Ave S		06/01/2026
15325	Western Asset Company LLC	00017100	Rental Housing Multi Family Dwelling (4+)	A	05/18/2026	05/31/2027	1009 Concord St N		06/01/2026
15820	Curbside Waste	00017327	Solicitor (Company)	A	05/28/2026	05/31/2027		Company APP - Curbside Waste	06/01/2026
15821	Curbside Waste	00017328	Solicitor (Individual)	A	05/28/2026	05/31/2027		Individual - Ruben Berlin	06/01/2026
15822	Curbside Waste	00017329	Solicitor (Individual)	A	05/28/2026	05/31/2027		Individual - Omar Hernandez	06/01/2026
15823	Curbside Waste	00017330	Solicitor (Individual)	A	05/28/2026	05/31/2027		Individual App - Riley Henry	06/01/2026
15824	Curbside Waste	00017331	Solicitor (Individual)	A	05/28/2026	05/31/2027		Individual App - Tara Hardy	06/01/2026
15825	Curbside Waste	00017332	Solicitor (Individual)	A	05/28/2026	05/31/2027		Individual App - Monica Hardy	06/01/2026
15826	Curbside Waste	00017333	Solicitor (Individual)	A	05/28/2026	05/31/2027		Individual App - Lorin Hardy	06/01/2026
15827	Curbside Waste	00017334	Solicitor (Individual)	A	05/28/2026	05/31/2027		Individual App - Jacob Hardy	06/01/2026
15828	Curbside Waste	00017335	Solicitor (Individual)	A	05/28/2026	05/31/2027		Individual App - Jared Hardy	06/01/2026
15829	Curbside Waste	00017336	Solicitor (Individual)	A	05/28/2026	05/31/2027		Individual App - Cruz Nobmann	06/01/2026
15830	Curbside Waste	00017337	Solicitor (Individual)	A	05/28/2026	05/31/2027		Individual App - Vincent Adler	06/01/2026
15831	Curbside Waste	00017338	Solicitor (Individual)	A	05/28/2026	05/31/2027		Individual App - Aiden Norton	06/01/2026
15818	Curbside Waste	00017325	Trash Hauler	A	05/15/2026	05/31/2027			06/01/2026



CITY COUNCIL AGENDA REPORT

DATE: June 1, 2026
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Acceptance of Gift Donations

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

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

SOURCE OF FUNDS

Donations

ATTACHMENTS

1. Donation Resolution

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-070

Acceptance of Gift Donations

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

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

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

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

<u>Name of Donor</u>	<u>Value of Donation</u>	<u>Designation</u>
Davey Tree	\$1,000.00	Parks & Rec - Concert in the Parks Series
SSP Lions	\$18,000.00	Parks & Rec - McGuire Field Scoreboard

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

Adopted this 1st day of June 2026.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: June 1, 2026
DEPARTMENT: Human Resources
PREPARED BY: Shelly Anderson
AGENDA ITEM NUMBER: 8.E.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Employment Offer to M. Stein as Communications Specialist

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve the hire of Morgan Stein to the position of Communications Specialist.

OVERVIEW

The 2026 Administration budget includes funding for a new Communications Specialist position, with an anticipated start date of May 2026 or later. An internal job posting for the position was issued on March 23, 2026, followed by an external job posting on April 6, 2026. Nine well-qualified applicants were selected for interviews and interviews were conducted from May 5–11, 2026.

The interview panel consisted of Shelly Anderson, Assistant City Administrator; Jacob Steiner, Communications Coordinator; and Sandy Haima, HR Specialist/Admin. Coordinator. Following the interview process, a conditional offer of employment was extended to Morgan Stein.

Ms. Stein is a recent graduate of the University of Minnesota - Duluth, majoring in Marketing and Graphic Design. While in college, she was employed as a Marketing Assistant where she developed short form content for social media, website updates, and promotional materials. She also captured photos and video content at various events.

The Communications Specialist position falls within the AFSCME bargaining unit; therefore, terms and conditions of employment are governed by the collective bargaining unit between the City and the union.

Staff recommends approval of the hire of Morgan Stein to the position of Communications Specialist. This position is part-time (20 hours per week) with a starting salary of \$27.77 per hour. All other terms and conditions of employment will be consistent with the collective bargaining unit.

SOURCE OF FUNDS

Administration Budget: 10120

ATTACHMENTS

1. Applicant_Stein, Morgan_Redacted

EMPLOYMENT APPLICATION		
		CITY OF SOUTH ST. PAUL 125 3rd Ave N South St. Paul, Minnesota 55075 651-554-3203 http://www.southstpaul.org Stein, Morgan 26-00057 COMMUNICATIONS SPECIALIST (PART-TIME)
		Received: 4/7/26 02:45 PM For Official Use Only: QUAL: _____ DNQ: _____ ☐ Experience ☐ Training ☐ Other: _____
PERSONAL INFORMATION		
POSITION TITLE: COMMUNICATIONS SPECIALIST (PART-TIME)		EXAM ID#: 26-00057
NAME: (Last, First, Middle) Stein, Morgan		SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [REDACTED]		EMAIL ADDRESS: [REDACTED]
HOME PHONE: [REDACTED]		NOTIFICATION PREFERENCE: Email
LEGAL RIGHT TO WORK IN THE UNITED STATES? ☒ Yes ☐ No		
What is your highest level of education? Bachelor's Degree		
PREFERENCES		
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular		
TYPES OF WORK YOU WILL ACCEPT: Full Time, Part Time		
EDUCATION		
DATES:	SCHOOL NAME: University of Minnesota - Duluth	
LOCATION:(City, State/Province) Duluth, Minnesota	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Bachelor's
MAJOR: Marketing and Graphic Design		
WORK EXPERIENCE		
DATES: From: 5/2025 To: 5/2026	EMPLOYER: University of Minnesota Duluth - Glensheen Mansion	POSITION TITLE: Marketing Assistant
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Duluth, Minnesota, 55804		
SUPERVISOR: [REDACTED]	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No	
DUTIES: Collaborated closely with the Marketing Manager and Student Graphic Designer to support the development of small marketing campaigns, promotions, and advertisements. Wrote, edited, and proofread short form content for social media, website updates, and promotional materials to support ongoing campaigns. Captured photo and video content at events to support storytelling, digital engagement, and promotional campaigns. Managed all social media platforms (Instagram, Facebook, Threads, X, LinkedIn) representing Glensheen Mansion, increasing follower count by approximately 1,000 followers. Developed editorial calendars and adjusted messaging, ensuring consistent, timely communication across platforms. Communicated externally and internally with multiple departments to support cross-functional activities and marketing operations. Supported organizational events through promotional content creation, preparation, and on site coverage. Designed polished, on-brand graphics, social media content, gift shop merchandise, and promotional materials using Adobe InDesign, Illustrator, Photoshop, and Lightroom. Updated website content in WordPress to ensure accuracy, clarity, and alignment with organizational messaging. Supported communications for a major public historic site serving 101,000 visitors in 2025.		
REASON FOR LEAVING: Graduation from the University. Unable to continue working for them.		
DATES: From: 10/2020 To: 1/2025	EMPLOYER: Chuck and Don's	POSITION TITLE: Supervisor
ADDRESS: (Street, City, State/Province, Zip/Postal Code) North Oaks, Minnesota		
SUPERVISOR: [REDACTED]	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No	

DUTIES:

Increased customer satisfaction through personalized service and effective problem-solving. Provided leadership in daily operations, staff training, and customer experience, aligning with the company's brand. Collaborated with the store manager and other members of the management team in daily store operations. Delivered product knowledge and tailored suggestions to meet customer needs and increase sales. Provided in-person and phone-based customer support, completing sales transactions and customer follow-up. Managed and documented invoices, customer interactions, and internal requests with high attention to detail.

REASON FOR LEAVING:

Found a new position tailored to my degree and passion.

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills**OFFICE SKILLS:**

Typing:

Data Entry:

OTHER SKILLS:

Photography - Intermediate - 4 years and 0 months
Business Communications - Intermediate - 3 years and 0 months
Social Media Applications - Intermediate - 6 years and 0 months
Adobe Applications - Intermediate - 4 years and 0 months
Photo Editing - Intermediate - 6 years and 0 months
Organization - Expert - 6 years and 0 months
Microsoft Office - Intermediate - 4 years and 0 months
Teamwork - Intermediate - 5 years and 0 months
Collaboration - Intermediate - 5 years and 0 months
Communications - Intermediate - 2 years and 0 months
Employee Management - Intermediate - 5 years and 0 months
Content Creation - Intermediate - 1 years and 0 months
Website Content Management - Intermediate - 1 years and 0 months
Customer Service - Expert - 5 years and 0 months
Event Coordination - Intermediate - 1 years and 0 months
Multitasking - Expert - 4 years and 0 months
Problem Solving - Expert - 4 years and 0 months
WordPress - Intermediate - 2 years and 0 months
Short-form writing - Intermediate - 1 years and 0 months
Editorial calendar management - Intermediate - 1 years and 0 months
Basic HTML - Beginner - 1 years and 0 months

LANGUAGE(S):

English - ☒ Speak ☒ Read ☒ Write

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	NAME: Dustin Heckman	POSITION: Director of Glensheen Mansion
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Kendall Lotto	POSITION: Marketing and Communications Specialist
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]
REFERENCE TYPE: Professional	NAME: Phil McLoughlin	POSITION: Senior Director of Operations
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: [REDACTED]		PHONE NUMBER: [REDACTED]

Job Specific Supplemental Questions

1. **This is a part-time position (20 hours per week). Please indicate your desired work schedule (e.g., 4-hours per day; 3-days a week; etc.).**

I am flexible with this, but I would prefer 6-8 hour days, 3-4 days a week.

The following terms were accepted by the applicant upon submitting the online application:

By clicking the Accept & Submit button, I hereby certify that all information I have provided in this application is true and complete to the best of my knowledge. Any misrepresentation or omission of any fact in my application, resume or any other materials, or during interviews, can be justification for refusal of employment, or if employed, will be grounds for dismissal, regardless of length of employment or when the misrepresentation or omission is discovered.

I acknowledge that I have received a copy of the job description summary for the position for which I am applying. With my digital signature, I am providing the City of South St. Paul authorization to verify all information I provided within this application packet, including contacting current or previous employers. However, I understand that if, in the Employment Experience section I have answered "No" to the question "May we contact this employer?" contact with my current employer will not be made without my specific authorization.

I further understand that criminal history checks will be conducted and all employment offers are conditioned upon passing a criminal background check. Convictions are not an automatic bar to employment, each case is considered on its individual merits and the type of work sought. However, making false statements or withholding information may cause you to be rejected for or terminated from employment.

I also understand I may be required to submit to and pass a physical examination and/or drug screening by a City designated doctor. I also agree that in the event I am employed by the City, I will submit to further physical or drug screens when requested by the City.

I understand it is my responsibility to notify the City of South St. Paul in writing of any changes to information reported in this application for employment.

This application was submitted by Morgan Stein on 04/07/26 02:45 PM

Signature_____

Date_____

Objective

Detail-oriented, ambitious Marketing and Graphic Design graduate with hands-on experience in short-form content, digital platforms, and brand consistency. Seeking to support the City of South St. Paul by creating clear, engaging, and consistent branded content across multiple platforms.

Experience

University of Minnesota Duluth - Glensheen Mansion

Duluth, MN

Marketing Assistant – Internship Credit

May 2025 – Present

- Collaborated closely with the Marketing Manager and Student Graphic Designer to support the development of small marketing campaigns, promotions, and advertisements.
- Wrote, edited, and proofread short-form content for social media, website updates, and promotional materials to support ongoing campaigns.
- Captured photo and video content at events to support storytelling, digital engagement, and promotional campaigns.
- Managed all social media platforms (Instagram, Facebook, Threads, X, LinkedIn) representing Glensheen Mansion, increasing follower count by approximately 1,000 followers.
- Developed editorial calendars and adjusted messaging, ensuring consistent, timely communication across platforms.
- Communicated externally and internally with multiple departments to support cross-functional activities and marketing operations.
- Supported organizational events through promotional content creation, preparation, and on-site coverage.
- Designed polished, on-brand graphics, social media content, gift shop merchandise, and promotional materials using Adobe InDesign, Illustrator, Photoshop, and Lightroom.
- Updated website content in WordPress to ensure accuracy, clarity, and alignment with organizational messaging.
- Supported communications for a major public historic site serving 101,000 visitors in 2025.

Chuck and Don's

North Oaks, MN

Team Member/Supervisor

October 2020 – January 2025

- Increased customer satisfaction through personalized service and effective problem-solving.
- Provided leadership in daily operations, staff training, and customer experience, aligning with the company's brand.
- Collaborated with the store manager and other members of the management team in daily store operations.
- Delivered product knowledge and tailored suggestions to meet customer needs and increase sales.
- Provided in-person and phone-based customer support, completing sales transactions and customer follow-up.
- Managed and documented invoices, customer interactions, and internal requests with high attention to detail.

Skills

- | | | |
|--|--|--|
| • Communications: Collaboration, Problem Solving, Leadership | • Content Creation | • Adobe Creative Cloud (InDesign, Illustrator, Photoshop, Lightroom, Premiere Pro) |
| • Short-form writing & editing | • Basic HTML | • Photography |
| • Editorial calendar management | • Event Support | |
| | • Multitasking | |
| | • WordPress | |
| | • Microsoft Office (Word, Excel, PowerPoint) | |

Education

University of Minnesota Duluth – Labovitz School of Business and Economics

Duluth, MN

BBA Marketing and Graphic Design

August 2022 – May 2026

GPA: 3.9/4.0



CITY COUNCIL AGENDA REPORT

DATE: June 1, 2026
DEPARTMENT: Human Resources
PREPARED BY: Shelly Anderson
AGENDA ITEM NUMBER: 8.F.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approval to Retain Abdo Solutions for a Classification and Compensation Study

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Retain Abdo Solutions for Classification and Compensation Study

OVERVIEW

The 2026 budget includes funding for a classification and compensation study for all regular full- and part-time positions within the City. The City's last compensation study was completed in 2021 by Bjorklund Compensation Consultants. Since that time, the labor market for several positions has changed significantly. Completion of a new study will help ensure that positions within the City of South St. Paul remain competitive within the current market.

For several years, the City of South St. Paul has utilized Dakota County communities and other metro-area cities similar in size and organizational structure for salary comparisons. This study will also include a review of the City's current list of comparable communities to ensure they remain relevant and appropriate for accurate compensation benchmarking.

An RFP for a Classification and Compensation Study was issued, and the City received twelve proposals. City Administrator Ryan Garcia and Assistant City Administrator/Human Resources Director Shelly Anderson reviewed the proposals and narrowed the field to three firms. Mr. Garcia and Ms. Anderson met with representatives from all three firms. While each firm was impressive and specialized in public sector compensation studies, staff is confident that Abdo Solutions will provide the most comprehensive study, with clear processes in place and additional post-study support services available if needed.

Abdo Solutions' proposal includes an estimated project timeline of approximately three to four months, with a total cost not to exceed \$36,850. Staff recommends retaining the services of Abdo Solutions to complete a Classification and Compensation Study for the City of South St. Paul.

SOURCE OF FUNDS

Administration Budget: 10120

ATTACHMENTS

1. Abdo_Compensation Study Proposal



CITY COUNCIL AGENDA REPORT

DATE: June 1, 2026
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.G.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Change of Control with Dauntless Air for 340 Airport Road

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

On August 2nd, 2021, Dauntless Air entered into a lease with the City of South St. Paul for 340 Airport Road (Hangar 5). Dauntless Air notified the City of South St. Paul of an indirect change of ownership pursuant to a Stock Purchase Agreement that it expects to enter into in the near future. Following the Contemplated Transaction, the Company will remain the party to the Lease, will continue to operate its business in the same premises which are the subject of the Lease and will continue to make rent payments in the ordinary course.

Pursuant to Section 15.2 of the Lease, the Contemplated Transaction will result in an indirect change of control of the Company, which may constitute an "assignment" under the lease. Once the Contemplated Transaction is finalized, an Assignment of Lease will be brought forward for Council approval.

Airport Staff recommends approval of this change of control with Dauntless Air.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Airport Lease Hangar #5 - Dauntless Air (Signed)
2. 340 Airport Road Lease Renewal Rates Letter 12.09.2025 (Signed)
3. Aero Spray Inc dba Dauntless Air - LL Consent Draft(19536431.1) Revised 5.27.26(19591493.1)

**AIRPORT LAND LEASE AGREEMENT
[GROUND & BUILDING LEASE]**

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

AND

[DAUNTLESS AIR]

**HANGAR #5
340 AIRPORT ROAD**

INDEX TO LEASE AGREEMENT

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45	Non-Discrimination
46	Severability

Exhibit A	Rent Schedule
Exhibit B	Leased Premises
Exhibit C	Airport Contract Requirements

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made effective as of the ____ day of _____, 2021, between the City of South St. Paul, a municipal corporation of the State of Minnesota, ("Landlord") and Aero Spray Inc dba Daultless Air ("Tenant"), each of the foregoing being sometimes referred to individually as "party" or collectively as "parties."

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

SECTION 1 **LEASE**

- 1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the 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 commonly known as Hangar 5 and the adjacent 20ft x 20ft block building known as 330 Airport Road as described and depicted on Exhibit B attached hereto and incorporated herein (the "Leased Premises").
- 1.2 Tenant shall have the privilege of using the public portions of the Airport, such as runways and other public facilities provided by Landlord, upon such terms and subject to the rules, regulations and charges for such use as they now exist or may hereafter be established by Landlord by ordinance, resolution or agreement with Tenant.
- 1.3 Tenant agrees that Tenant is leasing the Leased Premises on an "as-is," "where is" and "with all faults" basis, based upon Tenant's own judgment, and Tenant disclaims any reliance upon any statement or representation whatsoever made by Landlord regarding the Leased Premises or the Airport. Landlord makes no warranty with respect to the Leased Premises, either express or implied. Landlord specifically disclaims any warranty of merchantability or fitness for any particular purpose and liability for any consequential damages arising out of the use or the inability to use the Leased Premises, or any part thereof.
 - (i) Notwithstanding Section 1.3, the Landlord does agree to replace the current hangar door with a mechanically operated bi-fold hangar door selected by Landlord ("Replacement Door"). Tenant agrees to provide Landlord or Landlord's agent reasonable access during business hours to the Leased Premises to install Replacement Door. Landlord further agrees to replace façade around Replacement Door as deemed reasonably necessary by Landlord.

SECTION 2
LEASE TERM

The term of this Lease ("Term") shall be for five (5) years commencing on _____, 2021 ("Commencement Date"), unless earlier terminated as provided in this Lease. 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.

SECTION 3
LEASE RENEWAL

- 3.1 Tenant shall have the option to extend the initial Term of this Lease for an additional term of five (5) 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 six (6) months prior to the expiration of the initial 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) That the Lease Term and any extension term shall not cause the Lease to continue for more than ten (10) years from the Commencement Date of the Lease.

SECTION 4
RENT

- 4.1 During each month of this Lease, Tenant shall pay to Landlord on or before the first day of each and every month rent ("Rent") in the amount provided in Exhibit A, attached hereto and incorporated herein by reference. In the event of any fractional month 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 month in question.

- 4.2 Should Tenant default under this Lease as provided in Section 18 hereof and/or should this lease terminate pursuant to its terms, any improvements made to the Leased Premises or fixtures installed upon the Leased Premises by the Tenant shall become the property of the Landlord and shall remain at the property after the expiration or earlier termination of this Lease.
- 4.3 Landlord agrees to a reduced rent amount as provided in Exhibit A for the time period before the installation of the Replacement Door. Rent shall return to the full Rent amount as provided in Exhibit A the first calendar month following the installation of the Replacement Door.

SECTION 5

USE OF LEASED PREMISES

- 5.1 The Leased Premises and the building(s) presently thereon shall be used solely for the following purposes and for no other purpose by Tenant or by other parties to whom Tenant may assign this Lease: [check use(s)]
- X Aeronautical purposes and incidental uses, including the commercial repair of aircraft, outfitting of aircraft, and maintenance and storage of aircraft.
- 5.2 Use of the Leased Premises for any purpose not expressly provided for in this Section shall constitute a default under this Lease unless Landlord provides written approval for such use prior to commencement of the use.

SECTION 6

CONDUCT OF OPERATIONS

- 6.1 In the conduct of their authorized activities on the Leased Premises and in the Airport, Tenant and any person or entity operating under any agreement with Tenant, shall furnish services on a fair, equal and non-discriminatory basis to all users thereof, and shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Tenant and those operating under agreement with Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- 6.2 Tenant shall have the nonexclusive privilege to use the public portions of the Airport, including, without limitation, parking areas, taxiways and roads, subject to the rules and regulations which now exist or are hereafter enacted by Landlord regarding such use and subject to such usage charges as may be established by Landlord.
- 6.3 This Lease shall not be construed in any manner to grant Tenant, or those claiming under Tenant, the exclusive right to use any part of the Airport, except the Leased Premises.

SECTION 7
TENANT'S IMPROVEMENT OF THE LEASED PREMISES

- 7.1 Tenant agrees that any improvements constructed by Tenant upon the Leased Premises shall be constructed at no cost to Landlord.
- 7.2 The construction of all improvements on the Leased Premises and the improvements themselves must be built pursuant to any laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities.
- 7.3 Before commencing any erection, rebuilding, enlargement, extension or any other improvement of a building, and before commencing any repair or alteration costing in excess of One Thousand Dollars (\$1,000), Tenant shall furnish to Landlord for Landlord's approval:
- (i) The plans for such work;
 - (ii) The estimated cost of completing the work;
 - (iii) Provide the Landlord with an irrevocable letter of credit, cash deposit or other security acceptable to the Landlord to complete the Public Improvements, if any, contemplated by the improvement; and
 - (iv) An insurance policy issued by an insurance company approved by Landlord and in an amount satisfactory to Landlord naming Landlord as an additional insured and protecting Landlord from all liability to persons or property for damages arising out of the contemplated work.
- 7.4 Tenant shall only proceed with the construction of an improvement to a building upon the Leased Premises after receipt of written approval from Landlord for the plans for the building. Any construction, repair, replacement, rebuilding, enlargement, extension or any other improvement on the Leased Premises must comply with any laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities.
- 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

8.1 **OBLIGATIONS OF TENANT.** Tenant shall: (a) be solely responsible for the heating, ventilation and air conditioning (HVAC) and the maintenance and repair of all equipment associated therewith and Landlord reserves the right to require Tenant to maintain a maintenance contract with a company acceptable to Landlord for the maintenance and repair of the HVAC equipment, if any, on the Leased Premises; (b) be solely responsible for any fire sprinkler system and the maintenance and repair of all equipment associated therewith and Landlord reserves the right to require Tenant to maintain a maintenance contract with a certified company acceptable to Landlord for the maintenance and repair of any fire sprinkler system equipment, if any, on the Leased Premises; (c) keep the inside and outside of all glass in the doors and windows of the Leased Premises clean; (d) keep all exterior building surfaces of the Leased Premises clean; (e) maintain the Leased Premises at its expense in a clean, orderly and sanitary condition; (f) remove trash at its expense on a regular basis and any trash temporarily stored in the Leased Premises shall be stored in accordance with local codes and at locations specified by Landlord; (g) keep all mechanical apparatus properly functioning and free of vibration and noise which may be transmitted beyond the Leased Premises; (h) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect; (i) light the Leased Premises and

replace promptly all light bulbs when burned out; (j) conduct its tenancy in all respects in a dignified manner and create no nuisances on the Leased Premises; (l) at its expense, operate, maintain, repair, light, clean, and paint the Leased Premises; (m) at its expense, remove litter, snow, ice, debris, and surface water; (n) at its expense, provide for the payment of utilities; and (o) at its expense, incur all costs for permit fees and licenses, and reasonable fees for attorneys, accountants, and other professionals, as well as all costs and expenses for repair of the Leased Premises. Tenant will not, without the written consent of Landlord: place or maintain any merchandise or other articles or objects outside the perimeter of the Leased Premises; use or permit the use of any loud speakers, phonographs, public address systems, flashing, moving and/or rotating lights, sound amplifiers, musical instruments, or television or radio broadcasts which are in any manner audible or visible outside the Leased Premises; permit undue accumulations of garbage, trash, rubbish or other refuse within the Leased Premises; cause or permit odors to emanate or be dispelled from the Leased Premises; permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area or other airport facilities. Tenant will not overload the electrical wiring serving the Leased Premises or within the Leased Premises, and will install at its expense, but only after obtaining Landlord's written approval, any additional electrical wiring which may be required in connection with Tenant's apparatus.

Except as otherwise provided in this Article, Tenant shall at all times keep the Leased Premises (including but not limited to the plumbing, electrical and other mechanical equipment) in good order, condition and repair, at Tenant's own cost and expense and in accordance with all laws, directions, rules and regulations of regulatory bodies or officials having jurisdiction in that regard. If Tenant refuses or neglects to commence repairs within ten (10) days after written demand, or adequately to complete such repairs within a reasonable time thereafter, Landlord may make the repairs without liability to Tenant for any loss or damage that may accrue to Tenant's tenancy by reason thereof; and if Landlord makes such repair, within ten (10) days of the delivery of a statement therefore, Tenant shall pay to Landlord the reasonable costs thereof on demand.

Tenant will not in any way alter the exterior of the building (with the exception of signs, lettering, and advertising matter) and will not make any structural alterations to the interior of the building or any part thereof, without Landlord's written consent.

8.2 **OBLIGATIONS OF LANDLORD.** If necessary, Landlord shall repair and/or replace the structural elements of the buildings, including but not limited to the foundations, the four outer walls, the roof, downspouts and gutters of the building, any broken doors, including but not limited to any hangar doors, door closers and any cracked or broken glass of the Leased Premises with replacements of like kind and quality, provided Landlord shall not be liable to Tenant for any damage caused by the same being or becoming replaced. Landlord shall not be required to replace any other items or make any other repairs.

SECTION 9

INSURANCE

- 9.1 At all times during the Term of this Lease, Tenant shall keep all personal property of Tenant located 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 personal property or the insurable value, whichever is greater, and any money received from said insurance as a result of any loss or damage to the personal property shall be paid to Tenant (for personal property only) and paid to Landlord for all else, including, but not limited to, the buildings and improvements on the Leased Premises. 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 Tenant. Upon the occurrence of loss of or damage to the building on the Leased Premises, Landlord shall within reasonable diligence repair, rebuild, replace or remove the buildings.
- 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, coverage 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 At all times during the Term of this Lease, at Tenant's expense, Landlord shall keep all buildings and improvements located 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 property or the insurable value (as determined by the Landlord in its sole discretion), whichever is greater,

and any money received from said insurance as a result of any loss or damage shall be paid to Landlord. At the same time as Tenant pays its monthly Rent, Tenant shall pay the actual cost of such insurance in monthly installments to Landlord. In the event of any fractional year occurring during the Term of this Lease, Tenant shall pay insurance costs 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. The current annual premium is \$9,305.00, which shall be paid in monthly installments of \$775.42 for 2021, Tenant acknowledges this is subject to change.

- 9.5 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.

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 sub-lessees while on or about the Airport or the Leased Premises, and Landlord shall not be liable to any extent for, nor will Tenant make any claim against Landlord for or on account of any injury, loss or damage to the Leased Premises, the buildings or structures thereon, the personal property and facilities located therein, or to any person or property at any time on the Leased Premises whether occasioned by fire, water, smoke, steam, gas, electricity or other agency or instrumentality which may come or be on the Leased Premises or occasioned by any other cause. The Tenant's indemnity obligation is not limited by the insurance required in Sections 9.1 and 9.2.
- 10.2 Nothing in this Lease shall cause Landlord in any way to be construed as partner, joint venturer or associated in any way with Tenant in the operation of the Leased Premises, or subject Landlord to any obligation, loss, charge or expense connected with or arising from the operation or use of the Leased Premises or any part thereof.

SECTION 11 **PAYMENT OF TAXES AND OTHER CHARGES**

- 11.1 Tenant shall pay all personal property 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, equipment or personal property on the Leased Premises, or on account of the transacting of business thereon by Tenant.

- 11.2 Provided the Leased Premises remain classified as tax-exempt, Tenant shall pay to Landlord the equivalent of such real estate taxes and/or special assessments as if the Leased Premises were not tax-exempt (i.e. the “payment in lieu of taxes”, in the amount provided in Exhibit A, attached hereto and incorporated herein by reference). In no case shall Tenant be required to pay the payment in lieu of taxes in addition to the actual payment of real estate taxes or special assessments, if the Leased Property becomes classified as not tax-exempt.
- 11.3 If Tenant shall fail to pay the payment in lieu of taxes, or any of the personal property taxes, assessments (special or otherwise), 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.
- 11.4 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.
- 11.5 In the event of any fractional year occurring during the Term of this Lease, Tenant shall pay amounts due pursuant to this Section 11 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.

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

SECTION 14
RIGHT TO REMOVE TRADE FIXTURES AT END OF LEASE TERM

- 14.1 All trade fixtures, merchandise, supplies and movable apparatus owned by Tenant and installed in the Leased Premises shall remain the property of Tenant and shall be removable from time to time and also at the expiration of the Term, provided that Tenant shall repair any damage to the Leased Premises caused by the removal of said trade fixtures. **Any improvements made to the Leased Premises or fixtures installed upon the Leased Premises shall become the property of the Landlord at the expiration or earlier termination of this lease and shall remain at the property at the expiration or earlier termination of this Lease.**

SECTION 15
TENANT'S RIGHT TO SUBLEASE OR ASSIGN

- 15.1 Sublease. Tenant may not sublease more than twenty five (25%) percent of the Leased Premises without the prior written approval of Landlord.
- 15.2 Assignment. Tenant may not, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease, without the prior written consent of Landlord. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of this Lease, and as such, shall require the prior written consent of Landlord.
- 15.3 Landlord's written consent to any proposed assignment or transfer shall not be withheld or delayed if, in the sole discretion of the Landlord, all of the following conditions are satisfied:
- (i) The proposed assignee or sub-lessee 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 sub-lessee is creditworthy considering the obligations to be assumed under the Lease;
 - (iii) The proposed assignee or sub-lessee 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 the proposed assignee or sub-lessee 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 as reflected in Exhibit A; and

(vi) The proposed assignee or sub-lessee will continue to use the Leased Premises for the same purpose as the Tenant or for a similar purpose as determined and approved by Landlord at Landlord's sole discretion;

(vii) Tenant pays a lease transfer fee to the Landlord in the amount of \$1,000.

15.4 Intentionally Omitted.

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 the Total Monthly Rent and such failure to pay shall is not cured within thirty (30) days after notice of such failure from Landlord;
- (ii) Tenant fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for thirty (30) days after notice of default is given by the Landlord or Tenant shall have failed to commence the cure of such default within thirty (30) days after such notice (or such longer period as is required to cure, so long as Tenant is current on its Rental obligation and Tenant commences to cure within thirty (30) days and diligently pursues such cure to completion);
- (iii) Notwithstanding the requirement contained in Section 18.1(ii) hereof relating to giving the Tenant a thirty (30) day period to cure a non-monetary default, in the event of an emergency as determined by the Landlord, the Landlord may perform the work or improvement to be performed by the Tenant without giving any notice to the Tenant and without giving the Tenant the thirty (30) day period to cure the default. In such case, the Tenant shall within thirty (30) days after written billing by the Landlord reimburse the Landlord for any and all costs incurred by the Landlord.
- (iv) A petition to reorganize Tenant or for an arrangement of its unsecured debts is filed;
- (v) Tenant is adjudicated bankrupt;
- (vi) A receiver or trustee of Tenant's property is appointed by any Court;
- (vii) Tenant makes a general assignment for the benefit of creditors; or
- (viii) The entirety of Tenant's interest in Tenant's property shall be taken by garnishment, attachment, execution or other process of law; or
- (ix) 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 of any default, in addition to any other remedies available to Landlord at law or in equity, including those set forth in Paragraph 18.2, Landlord shall have the immediate right and option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall so terminate this Lease as a result of Tenant's default, Landlord may:

- (i) Retain any payment(s) made by Tenant as provided in Section 4 *[for Rent]* prior to the termination of this Lease and recover from Tenant the amount of any unpaid Rent which had been earned at the time of such termination;
- (i) Recover from Tenant all expenses incurred by Landlord in terminating, repossessing and reletting the Leased Premises including but not limited to costs of repairs, brokerage and legal fees, and the collection of Rent;
- (iii) Recover from Tenant any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Leased Premises, or, if elected by Landlord as liquidated and final damages for lost Rent, in addition to the 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 Leased Premises over the remainder of the Term; and
- (iv) Recover from Tenant any reasonable attorneys' fees incurred by Landlord in enforcing its rights hereunder.

SECTION 19
WAIVER

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

SECTION 20
LEGAL COSTS

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

SECTION 21
INTENTIONALLY OMITTED

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 any condemnation award awarded to Landlord, including but not limited to any claim for damages for loss of its leasehold estate and any relocation costs.

SECTION 23
DESTRUCTION OF LEASED PREMISES

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

SECTION 24
LEASE AMENDMENTS

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

SECTION 25
BINDING ON SUCCESSORS

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

SECTION 26
COMMITMENTS TO FEDERAL OR STATE AGENCIES

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

SECTION 27
AIRCRAFT REGISTRATION

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

SECTION 28
APRON AND TAXIWAY

- 28.1 Apron. At Tenant's own expense, Tenant shall construct, maintain, repair and replace an apron to serve the Leased Premises.
- 28.2 Taxiway. If Landlord constructs a taxiway to serve the Leased Premises as well as other areas, Landlord may require Tenant to pay the amount resulting from the following formula:
- (i) First, Landlord shall calculate the total cost of construction of the taxiway, including all engineering, legal and administrative costs associated therewith;

- (ii) Second, the amounts that Landlord actually receives from federal and state grants for the taxiway, if any, shall be subtracted from the total cost;
- (iii) Third, the resulting figure from steps (i) and (ii) above shall be multiplied by a factor where the denominator is the total amount of leased or to be leased frontage that abuts taxiway or apron (including the frontage leased to Tenant as well as others) and the numerator is the frontage of the Leased Premises abutting the taxiway;

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. Any storage of flammable materials, liquids or fuels in open containers in or upon the Leased Premises shall be in compliance with applicable laws.

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 if 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 during Tenant's lease term.

- 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. 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 the Leased Premises are subject to all easements and encumbrances of record. Tenant shall not interfere with said easements.
- 33.6 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 Leased Premises; Landlord shall also have a right of access to the Leased Premises for the purpose of locating, construction, maintaining, reconstructing and repairing the Airport beacon and wiring.

SECTION 34 **NOTICES**

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

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

If to Tenant: Dauntless Air
Attn: Brian Murphy
50 West Sorenson Ave
Appleton, MN 56208

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 its own examination of this Lease, the counsel of its own advisors and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Leased Premises or improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

SECTION 37

CAPTIONS; TABLE OF CONTENTS

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

SECTION 38

COUNTERPARTS

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

SECTION 39

GOVERNING LAW

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

SECTION 40
CONFLICT OF INTEREST

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

SECTION 41
MEMORANDUM OF LEASE

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

SECTION 42
THIRD PARTY BENEFICIARIES

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

SECTION 43
COMPLIANCE WITH LAWS AND REGULATIONS

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

SECTION 44
FORCE MAJEURE

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

party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

SECTION 45
NON-DISCRIMINATION

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

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

SECTION 46
SEVERABILITY

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

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STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

ss.

Landlord Acknowledgment

The foregoing instrument was acknowledged before me this 2 day of August, 2021, by James P. Francis and Christy Wilcox, the Mayor and the City Clerk of the City of South St. Paul, a Minnesota municipal corporation, on behalf of the corporation.

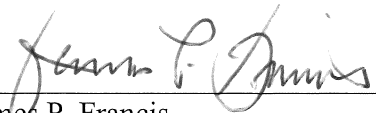
Renee Marie Schmitt
Notary Public



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.

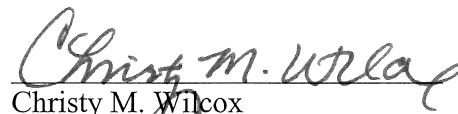
LANDLORD:
CITY OF SOUTH ST. PAUL

TENANT:

By: 
Name: James P. Francis
Title: Mayor

By: 
Name: Brian Murphy
Title: CFO

Attest:

By: 
Name: Christy M. Wilcox
Title: City Clerk

STATE OF MINNESOTA

)

**Tenant Acknowledgment - Aero
Spray, Inc dba Dauntless Air**

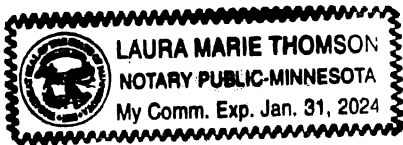
ss.

COUNTY OF SWIFT

)

)

The foregoing instrument was acknowledged before me this 1st day of August 2021, by Brian Murphy the CFO of Aero Spray Inc dba Dauntless Air



Laura M. Thomson
_ Notary Public

EXHIBIT A

RENT SCHEDULE

The Rent for the Leased Premises shall be as follows.

<u>Year</u>	<u>Land and Building</u>	<u>Taxes</u>	<u>Total Yearly Rent</u>	<u>Total Monthly Rent</u>
2021	\$33,351	\$17,088	\$50,439	\$4,203
2022	\$34,352	\$17,772	\$52,124	\$4,344
2023	\$35,382	\$18,483	\$53,865	\$4,489
2024	\$36,443	\$19,222	\$55,665	\$4,639
2025	\$37,536	\$19,991	\$57,527	\$4,794

In addition to the Rent and Taxes set forth above, Tenant shall be obligated to pay monthly installments of insurance as set forth in Section 9 of the Lease.

Pursuant to Section 4.3 of this agreement, Landlord agrees to reduce the monthly rent as provided below for the period of time before the installation of the Replacement Door. Monthly rent shall return to the above Rent Schedule the first calendar month following the installation of the Replacement Door.

When and if applicable the Reduced Monthly Rent shall be as follows.

<u>Year</u>	<u>Reduced Monthly Rent</u>
2021	\$2,814
2022	\$2,912

EXHIBIT B
LEASED PREMISES

That part of the Dakota County tax parcel with the Parcel Identification Number of PID 36-11130-00-01, which is commonly known as 330 Airport Road and 340 Airport Road, South St. Paul, Minnesota.

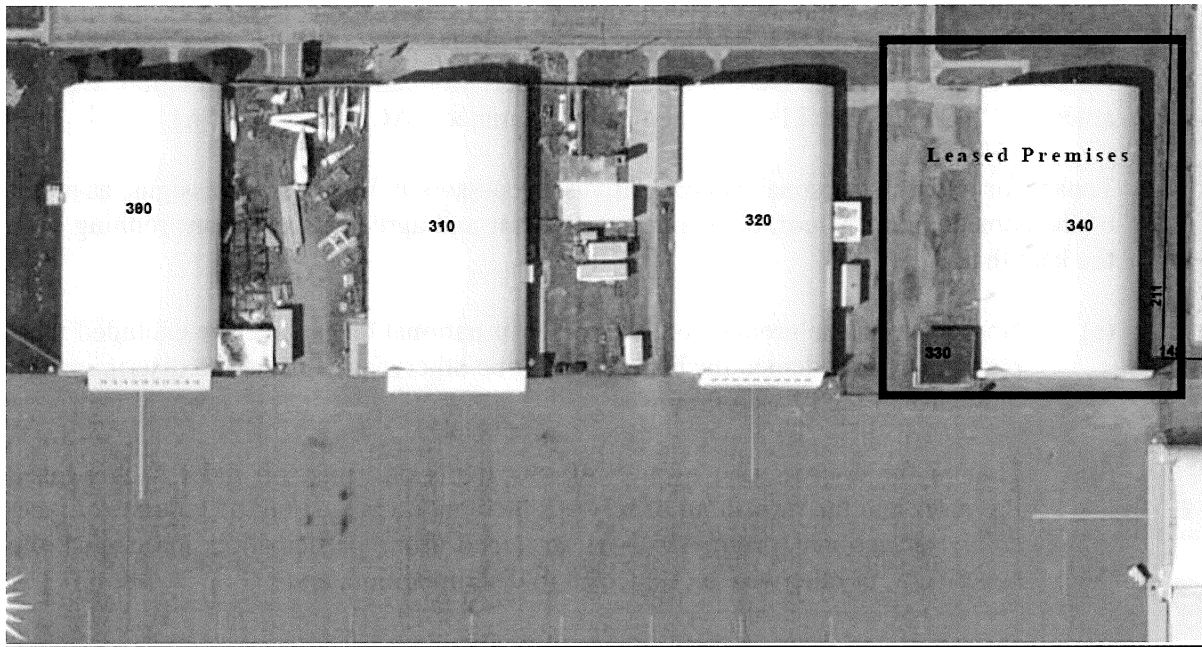


EXHIBIT C
AIRPORT CONTRACT REQUIREMENTS

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 971.00 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."



December 9, 2025

Dauntless Air
Attn: Brian Murphy
50 West Sorenson Ave
Appleton, MN 56208

RE: 340 Airport Road Lease Renewal

Dear Mr. Murphy,

Thank you for your request to renew your lease for 340 Airport Road. The new lease rates are listed below.

Year	Land and Building	Taxes	Total Yearly Rent	Total Monthly Rent
2026	\$38,662.08	\$20,590.73	\$59,252.81	\$4937.73
2027	\$39,821.94	\$21,208.45	\$61,030.39	\$5,085.87
2028	\$41,016.60	\$21,844.70	\$62,861.30	\$5,238.44
2029	\$42,247.10	\$22,500.04	\$64,747.14	\$5,395.60
2030	\$43,514.51	\$23,175.04	\$66,689.55	\$5,557.46

As per the lease, a written request was required from you to extend the lease for 5 years (First Extension) to December 31, 2030. There is no further action required on your end. In addition, I will update you address in our records.

Please let me know if you have any questions.

Sincerely,

Andrew Wall
Airport Manager

June 1, 2026

City of South St. Paul
Terminal Building
1725 Henry Avenue
South St. Paul, MN 55075
Attention: Airport Manager

Confidential

Re: Lease Agreement, dated as of 2021, by and between the City of South St. Paul, a municipal corporation of the State of Minnesota (the “**Landlord**”) and Aero Spray Inc. dba Dauntless Air, a Minnesota corporation (the “**Company**”), as extended by that certain Renewal Letter dated December 9, 2025 (collectively, the “**Lease**”) for the property commonly known as Hangar 5 and 330 Airport Road, South St. Paul, Minnesota.

To Whomever It May Concern:

The Company anticipates undergoing an indirect change of ownership (the “**Contemplated Transaction**”) pursuant to a Stock Purchase Agreement that it expects to enter into in the near future, by and among Aero Spray Holding Company, a Delaware corporation, certain shareholders of Aero Spray Holding Company, and Dauntless Air Buyer, LLC (the “**Purchase Agreement**”). Following the Contemplated Transaction, the Company will remain the party to the Lease, will continue to operate its business in the same premises which are the subject of the Lease and will continue to make rent payments in the ordinary course.

Pursuant to Section 15.2 of the Lease, the Contemplated Transaction will result in an indirect change of control of the Company, which may constitute an “assignment” under the Lease (the “**Change of Control**”).

Accordingly, the Company wishes to inform the Landlord of the Contemplated Transaction and ask the Landlord to acknowledge and agree, by executing this letter where indicated below and returning it to us: (1) that the Landlord consents to the Change of Control under the Lease in connection with the Contemplated Transaction; (2) that upon the consummation of the Contemplated Transaction and the Change of Control, the Lease will remain in full force and effect as immediately before the Contemplated Transaction; (3) that the Landlord agrees that the Change of Control pursuant to the Contemplated Transaction shall not constitute a breach of, or default under, or give rise to any termination right under, the Lease; (4) the Landlord waives any right to recapture the premises as a result of the consummation of the Contemplated Transaction and Change of Control; and (5) that any extension options, rights of offer or rights of first refusal to the Company shall not be terminated as a result of the Change of Control. Nothing herein is intended to modify any of the terms and provisions of the Lease or the obligations and rights of the parties to the Lease, which shall continue unaffected hereby, except as to the matters set forth in this letter, and the Company continues to be bound by such Lease and ratifies and confirms the same.

The Contemplated Transaction is currently anticipated to close simultaneously with execution of the Purchase Agreement, which is expected on or about June 3, 2026. Therefore, your prompt attention to this letter would be greatly appreciated. Of course, if you have any questions concerning the foregoing, please contact Brian Murphy at 781-254-5022 at your earliest convenience.

Sincerely,

**AERO SPRAY INC. DBA DAUNTLESS
AIR**, a Minnesota corporation

By: _____
Name:
Title:

ACKNOWLEDGED, AGREED AND CONSENTED:

CITY OF SOUTH ST. PAUL, a municipal corporation

By: _____
Name: James Francis
Title: Mayor

By: _____
Name: Deanna Werner
Title: City Clerk



CITY COUNCIL AGENDA REPORT

DATE: June 1, 2026
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.H.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Closeout and Final Reimbursement for the Airport Beacon Replacement Project at the South St. Paul Airport

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution 2026-073 for the Closeout and Final Payment for the Airport Beacon Replacement Project at the South St. Paul Airport

OVERVIEW

The South St. Paul Airport completed an Airfield Beacon Replacement Project in 2024. All of the components of this project are now complete and the project is ready for closeout and final payment from MNDOT. Airport staff have reviewed the final closeout documents and they are now ready for Council approval and signature.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Closeout - SGS Beacon Replacement DRAFT
2. SF271-V1.0_print
3. Airport Beacon Closeout Resolution 6-1-26

PROJECT CLOSEOUT REPORT

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

Beacon Replacement

**AIP 3-27-0093-028-2024
State Grant Number A1903-82**

April 7, 2026

A. Project Summary

Airport: South St. Paul Municipal Airport – Richard E. Fleming Field Airport
Location: South St. Paul, Minnesota
Project Number: 3-27-0093-028-2024
Grant Agreement Acceptance Date: August 5, 2024
Grant Agreement Amount: \$111,071.00

Maximum Existing Grant Obligation: \$111,071.00

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

Basic Federal Participation Rate: 90% (AIP)

Project Description (with all amendments): Reconstruct Airport Rotating Beacon

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

B. Executive Summary

Land – Not Applicable

Construction – The construction services for the project were accomplished by Neo Electrical Solutions. Neo Electrical Solutions was awarded the construction contract in the amount of \$81,113.00. Final construction costs were \$79,987.60.

Engineering – The construction design and construction administration services for the project were accomplished by Short Elliott Hendrickson (SEH) Inc. SEH was awarded the design and construction administration contract in the amount of \$40,300.00.

Administration – There were no administration fees through the City of South St. Paul for this project.

Equipment – Not Applicable

Other – Not Applicable

Project Dates

- Bid Opening – March 21, 2024
- FAA Grant Offer – August 1, 2024
- Construction Start Date – September 2024
- Construction Completion – September 2024
- Final Payment – November 6, 2024

C. Project Cost Summary

Description	Claimed Cost	FAA Adjustment	FAA Recommended Amount	Other
Administrative				
Engineering				
• Construction Administration	\$40,300.00		\$36,270.00	
Land				
Construction				
• Beacon Replacement - Neo	\$79,987.60		\$71,988.84	
Equipment				
Other				
Totals:	\$120,287.60		\$108,258.84	

Federal Share @ 90% (Maximum Grant Obligation \$107,979.00)	\$ 108,258.00
Less Excess Over Maximum Obligation:	\$ 0.00
Less Previous Payments:	\$ 99,964.00
Amount Overpaid:	\$ 0.00
Recommended Total Grant Amount:	\$ 108,694.00
Excess Over Current Maximum Obligation:	\$ 0.00
Recommended Final Payment:	\$ 8,294.00

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

D. Partial Payment History Summary

1. 3/7/2025 – Payment of \$99,964.00

E. Change Order Summary

There were no change orders associated with this project.

F. Mandatory Project Review Comments and Certification Summary

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

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

G. DBE Participation Summary

Name of Prime Consultant	Amount of Contract	DBE Amount	Contract Goal - %	Actual Goal - %
Neo Electrical Solutions	\$79,987.60	\$0	0	0

H. Final Inspection Report and Punch List Item Clearance

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

I. Construction Management Report

A construction management plan was not required for this project.

J. Final Payment Recommendation and Project Amendment Requirement

(Check Appropriate Items)

- ☐ A. No further payment is due.
- ☐ B. If funds are available and the Grant is appropriately amended in the amount of _____ a final payment of _____ is recommended.
- ☒ C. A final payment in the amount of \$8,294 is recommended.
- ☐ D. Cost Backup (Included to document cost incurred as required).
- ☐ E. A-133 System Audit performed and approved on xx, 20xx by the cognizant agency_____.

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

Sponsor
Approval: _____ Date: _____

State
Approval: _____ Date: _____

FAA
Approval: _____ Date: _____

FAA
Approval: _____ Date: _____

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS		1. TYPE OF REQUEST ☒ FINAL ☐ PARTIAL	2. BASIS OF REQUEST ☒ CASH ☐ ACCRUAL
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED FAA - Great Lakes Region Airports Division		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 3-27-0093-028-2024	
5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST Final	6. EMPLOYER IDENTIFICATION NUMBER 	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER DZLFRPGBJW27	
8. PERIOD COVERED BY THIS REQUEST From: 08/05/2024 To: 08/6/2028			
9. RECIPIENT ORGANIZATION Name: City of So. St. Paul Street1: 125 Third Avenue North Street2: City: So. St. Paul County: State: MN: Minnesota Province: Country: USA: UNITED STATES ZIP / Postal Code: 55075			
10. PAYEE (Where check is to be sent if different than item 9) Name: MNDOT Office of Aeronautics Street1: 395 John Ireland Boulevard Street2: City: St. Paul County: State: MN: Minnesota Province: Country: USA: UNITED STATES ZIP / Postal Code: 55155-1800			

11.

STATUS OF FUNDS

CLASSIFICATION	PROGRAMS	FUNCTIONS	ACTIVITIES	TOTAL
	(a)	(b)	(c)	
a. Administrative expense	\$ 0.00	\$	\$	\$ 0.00
b. Preliminary expense				
c. Land, structures, right-of-way				
d. Architectural engineering basic fees	40,300.00			40,300.00
e. Other architectural engineering fees				
f. Project inspection fees				
g. Land development				
h. Relocation expense				
i. Relocation payments to individuals and businesses				
j. Demolition and removal				
k. Construction and project improvement cost	79,987.60			79,987.60
l. Equipment				
m. Miscellaneous cost				
n. Total cumulative to date (sum of lines a thru m)	120,287.60			120,287.60
o. Deductions for program income				
p. Net cumulative to date (line n minus line o)	120,287.60			120,287.60
q. Federal share to date	108,258.00			108,258.00
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share (sum of lines q and r)	108,258.00			108,258.00
t. Federal payments previously requested	99,964.00			99,964.00
u. Amount requested for reimbursement	\$ 8,294.00	\$	\$	\$ 8,294.00
v. Percentage of physical completion of project	100.00 %	%	%	100.00 %

12. CERTIFICATION

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

a. RECIPIENT

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

DATE REPORT SUBMITTED

TYPED OR PRINTED NAME AND TITLE

Prefix: First Name: Middle Name:
Last Name: Suffix:
Title:

TELEPHONE (Area code, number, and extension)

b. REPRESENTATIVE CERTIFYING TO LINE 11V

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

DATE SIGNED

TYPED OR PRINTED NAME AND TITLE

Prefix: First Name: Middle Name:
Last Name: Suffix:
Title:

TELEPHONE (Area code, number, and extension)

INSTRUCTIONS

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

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

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

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

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-076

**RESOLUTION RELATING TO AIRPORT:
APPROVE FINAL CLOSEOUT FOR THE AIRPORT BEACON REPLACEMENT
PROJECT
AT FLEMING FIELD**

WHEREAS, The City Council has reviewed and considered the Closeout of the Airport Beacon Replacement Project;

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

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

Adopted this 1st day of June, 2026.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: June 1, 2026
DEPARTMENT: Airport
PREPARED BY: Andrew Wall
AGENDA ITEM NUMBER: 8.I.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Agreement with Evectio Consulting Partners for the Independent Fee Estimate for the Fuel System Replacement Project

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

On May 1, 2026 Airport staff reached out to several engineering firms to request a bid for an Independent Fee Estimate for the 2026 Fuel System Replacement Project Construction Administration.

FAA AC 150-5100-14E states that a Sponsor (City of South St. Paul) must perform a cost price analysis for every A/E contract. To properly evaluate the cost of professional services an independent fee estimate (IFE) is required, prior to receiving the consultant's proposal, as part of the cost analysis for all A/E contracts and contract modifications. The IFE is intended to be used as a negotiation tool by the Sponsor. The word "independent" does not imply that the IFE has to be performed by someone other than the Sponsor. Preparation of an IFE can be completed in a number of ways, such as the following, or as approved by your local ADO: 1. A Sponsor having a staff with experience in estimating the professional services and negotiating contracts for these services can develop its own IFE for the services, based on the scope of services agreed upon in paragraph 2.12. 2. Sponsors having no staff with this expertise or having minimal or no previous experience may engage the services of a consultant on retainer for preparation of the IFE provided the consultant has experience with the services involved and who is not being considered for the project. 3. Alternatively, an independent engineering, architecture, or planning consultant may be retained to prepare an IFE provided this consultant was not on the pre-selection short-list. The consultant must have recent experience in airport work similar to that proposed and be familiar with FAA requirements and procedures. The Sponsor should request evidence that the consultant meets the above requirements. Because the total cost of the construction project is estimated to be more than \$100,000.00, a detailed fee/cost analysis is required.

Two bids were received with the bid results as follows:

BIDDERS	TOTAL BID
Evectio Consulting Partners	\$3,500.00
Bolton & Menk	\$3,500.00

Airport Staff recommends Evectio Consulting Partners for the project.

This project will be included in our 2026 Grant Request with the FAA and will be funded 95% FAA, 2.5% MNDOT, and 2.5% City of South St. Paul.

SOURCE OF FUNDS

Airport Capital Fund

ATTACHMENTS

1. South St. Paul Airport Fuel System Replacement IFE Proposal Letter

May 22, 2026

Andrew Wall
Airport Manager
South St. Paul Airport
1725 Henry Ave
South St. Paul, MN 55075
651-554-3338
awall@southstpaul.org

Re: Independent Fee Estimate (IFE) Proposal for South St. Paul Airport Fuel System Replacement

Dear Mr. Wall,

This letter shall serve as the scope of services and agreement for completion of the above referenced IFE services. Under this agreement, Evectio Consulting Partners, LLC. will complete an IFE for the Fuel System Replacement project at the South St. Paul Airport utilizing the client-provided consultant scope of work associated with this project. The IFE will include a detailed analysis that estimates the hours and fees associated with each scope of work item. The final deliverables will include a cost summary, showing the total estimated fees for each major work item, and a detailed analysis spreadsheet showing the associated hours and fees for each scope of work item. The IFE will be conducted in accordance with FAA Advisory Circular 150/5100-14E, and all costs associated with this IFE should be eligible for reimbursement under the associated FAA Airport Improvement Program grant. An invoice will be issued with the delivery of the completed IFE, and full payment will be due within 30 days of the invoice date.

Our proposal for this work is a lump sum price of \$3,500.00.

If this proposal is acceptable, please authorize below and return a digitally signed copy for our files. If you have any questions regarding this proposal, please contact me at 970-314-4050 or email at jpietz@evectio.com. We look forward to assisting you with this project, however we will await your authorization prior to proceeding with this work. The IFE results will be provided by June 8, 2026.

CITY OF SOUTH ST. PAUL, MINNESOTA

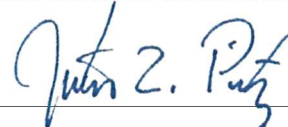
By: _____

Name: _____

Title: _____

Date: _____

EVECTIO CONSULTING PARTNERS, LLC.

By: _____

Name: Justin Z. Pietz

Title: Partner

Date: May 22, 2026



CITY COUNCIL AGENDA REPORT

DATE: June 1, 2026
DEPARTMENT: City Administrator
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 8.J.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Amendment #1 to Purchase Agreement

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Through consent, motion to approve Amendment #1 to Purchase Agreement with Leonard Investments, LLC for the property at 101 - 109 Warburton Street East

OVERVIEW

At the December 1, 2025 meeting, the City Council approved the purchase of two residential lots located at 101 - 109 Warburton Street East from Leonard Investments LLC in support of the potential future construction of a water treatment plant for Well #4. The proposed purchase is one-half of a "land swap" for EDA-owned property that Fury Motors has been using since 2014 as an employee parking lot and would acquire as part of this transaction. Leonard Investments has not yet completed their due diligence, most specifically preparing application materials for the necessary Conditional Use Permit request for the continued use on the parking lot property, and therefore cannot meet the June 30 closing deadline imposed by the Agreement. As such, they have requested an extension to the Closing Date (from June 30 to September 30) for the transaction. An amendment has been drafted and is attached.

SOURCE OF FUNDS

The proposed Amendment has no financial impact.

ATTACHMENTS

1. First Amendment to Warburton Purchase Agreement (Leonard Investments LLC)_May 29 2026

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this “First Amendment”) is entered into as of June 1, 2026 (the “Effective Date”), by and between the City of South St. Paul, a public body corporate and politic organized under the laws of Minnesota (“City”), and Leonard Investments LLC, a Minnesota limited liability company (“Seller”).

RECITALS

Recital No. 1. City and Seller entered into a Purchase Agreement dated February 20, 2026 (“Purchase Agreement”) for the purchase and sale of the Property identified in the Purchase Agreement.

Recital No. 2. Seller has requested the Purchase Agreement be amended to extend the and the Closing Date.

Recital No. 3. City does not object to the extension.

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

1. Article 6 of the Purchase Agreement shall be removed and replaced in its entirety as follows:
 6. **Closing.** The Closing Date shall occur on or before September 30, 2026 (“**Closing Date**”). The Closing shall take place at the Title Company. Seller shall deliver possession of the Property to Buyer on the Closing Date, in each case subject only to the Permitted Encumbrances.
2. Except as provided for above, the terms and provisions of the Purchase Agreement shall remain in full force and effect.

3. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.
4. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise, or of the maximum liability limits provided by Minnesota Statutes, Chapter 466.
5. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
6. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

[remainder of page intentionally blank]

IN AGREEMENT, the parties hereto have hereunto set their hands as of the Effective Date.

CITY OF SOUTH ST. PAUL

By _____
James P. Francis
Its Mayor

By _____
Deanna Werner
Its Clerk

SELLER:
LEONARD INVESTMENTS LLC

By: _____
Tom Leonard
Its Manager

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831



CITY COUNCIL AGENDA REPORT

DATE: June 1, 2026
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 10.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Tobacco Violation - Quick Stop Tobacco

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution 2026-062, Charging the Licensee an Administrative Penalty for a Tobacco Sale Violation.

OVERVIEW

Section 18-671 of the Municipal Code deals with the sale, possession and use of tobacco and tobacco products. Pursuant to said code, the Police Department conducted annual tobacco compliance checks on April 2nd 2026, and Quick Stop Tobacco failed by selling tobacco to a minor.

On May 18th, 2026, the City Council called for a hearing to be held this evening to consider the imposition of an administrative penalty. The City Code requires that any violations of the tobacco ordinance be charged an administrative penalty of \$300.00 for the first violation and an administrative penalty of \$600.00 and up to a three (3) day suspension must be imposed for a second violation at the same location within 24 months after the initial violation.

No penalty may take effect until the licensee has received notice of the alleged violation and an opportunity for a hearing before the City Council. This is not the first violation of Quick Stop Tobacco; it is the 3rd violation in 10 years. In 2019, they were fined, and a one-day suspension was imposed for a 2nd violation within 24 months. Staff is recommending adoption of Resolution No. 2026-062, charging the licensee, Quick Stop Tobacco, an administrative penalty of \$300.00 for making the illegal sale.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Packet - Quick Stop Tobacco
2. 2026-062, Tobacco Violation



City of South St. Paul

125 Third Avenue North
South St. Paul, MN 55075
www.southstpaul.org

Office of the City Clerk

May 19, 2025

Mr. Michael Brings
Quick Stop Tobacco
1257 Thompson Avenue
South St. Paul, MN 55075

RE: Hearing Notice – Tobacco Violation

The City Council has called for a hearing to consider the imposition of a sanction for a tobacco violation which occurred at the Quick Stop Tobacco, located at 1257 Thompson Ave., South St. Paul., on Thursday, April 2, 2026. This hearing will be **held on *Monday, June 1st, 2026, at 7:00 PM*** in the City Council Chambers located at City Hall, 125 3rd Avenue North.

At this hearing you will be given an opportunity to present evidence and argument with respect to said violation. Following the hearing, the City Council will make their findings and facts, a copy of which will be given to you.

Should you have any questions, please feel free to give me a call.

Sincerely,

Deanna Werner
City Clerk

Enclosure

PUBLIC HEARING NOTICE CITY OF SOUTH ST. PAUL

TO WHOM IT MAY CONCERN:

Notice is hereby given that the South St. Paul City Council will meet in the Council Chambers of the Municipal Building, 125 3rd Avenue North, South St. Paul, at 7:00 p.m. on Monday, June 1, 2026, to consider:

An administrative penalty for the alleged illegal sale of tobacco to a person under 21 years of age on April 2, 2026, at:

- *Quick Stop Tobacco, which is the Tobacco licensee of the premises at 1257 Thompson Ave., South St. Paul, Minnesota. pursuant to Municipal Code, Chapter 18, Article XXI, Section 18-673.*

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

/s/ Deanna Werner
City Clerk

Published in Pioneer Press: Wednesday, May 20th, 2026



INCIDENT

South St. Paul - Investigations
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3300

Case Number: 26000729

Title: Tobacco Compliance Check

Contains Confidential Person/Participant

INCIDENT INFORMATION

Offenses/Citation: 609.685.1a(a) (citation#
190626900620) (90Z)

Address: 1257 Thompson Avenue
South St. Paul, MN 55075;
Minnesota US

Incident Type: Other

Start Date: 2026-04-02 14:50

End Date: 2026-04-02 15:00

Reported Date: 2026-04-02 16:45

Parties Involved:

Schmidt, Roy Frank [REDACTED] Suspect | Cited

Quick Stop

Brings, Michael James [REDACTED] Owner

CASE INFORMATION

Body Cam:
Yes

Statements:
Yes

Surveillance Video:

Narcans:

No

No

Mental Health/Substance
Related:

No

Refer to Child Protection:

No

OFFICER INFORMATION

Name

Mellissa Cavalier
Emma Keding

Agency

South St. Paul
South St. Paul

Badge

2141
2140

Role

Primary
Assisting

SYNOPSIS OF EVENTS

Adult male sold cigarettes to minor.

NARRATIVE

On 04/02/26 Officer Keding and I conducted tobacco compliance checks with the assistance of a male, [REDACTED] under 21 years of age. At approximately 1450 hours, [REDACTED] entered Quick Stop gas station located at 1257 Thompson Avenue. Officer Keding and I were able to listen and record using our work issued cellphones. I could hear [REDACTED] ask the cashier for a "pack of Newport 100s." The cashier (later identified as Roy Schmidt) asked [REDACTED] for his ID, which he hands him his provisional driver's license. I can hear Roy say, "It doesn't work" and a female voice say, "scan it. scan it again." The audio is a little muffled, but I also hear the female voice read off [REDACTED] birthdate to Roy and Roy says, "he's got to be 21." Roy thanks [REDACTED] for his patience and he tells him the total, \$14.31. [REDACTED] pays for the cigarettes and walks out of the store. [REDACTED] turned the Newport cigarettes and change over to me as evidence.

CASE #: 26000729

INCIDENT REPORT

CONTAINS JUVENILE INFORMATION



INCIDENT

South St. Paul - Investigations
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3300

Case Number: 26000729

Title: Tobacco Compliance Check
Contains Confidential Person/Participant

Officer Keding and I went into Quick Stop and made contact with Roy, and the owner, Michael Brings, who was also present. I advised Roy and Michael we just conducted a compliance check and Roy said, "he just took off. I looked at him and said, he's 17." Michael said, "we did everything." Roy went on to explained that he used the computer to scan the ID, but the computer wasn't working. I asked Roy how long he has worked at Quick Stop, which he said 3 years. I asked Roy if he has had training on how to check identification, which he said "absolutely." I collected Roy's information and informed him I would be mailing him a citation for selling tobacco to someone under 21 years of age.

I also collected Michael's information and explained to him that his business will be reported for selling to someone underage, which he understood.

The Newport cigarettes were entered into SAFE as evidence.

CC: City Attorney

Officer Cavalier #2141

PARTIES INVOLVED

PERSON 1

Role(s): Suspect, Cited

Last: Schmidt	First: Roy	Middle: Frank	Date of Birth: [REDACTED] (80)	
Sex: Male	Race: White	Height: 510 -510	Weight: 170 -170 lbs	Hair:
Eyes: Blue	Is Juvenile?: No	Ethnicity: Not Hispanic/Latino	Build:	Complexion:
Residence:	[REDACTED]			
Cell Phone:	[REDACTED]	Description:		

EMPLOYMENT INFORMATION

Name: Quick Stop
Occupation: Cashier
Address: ; South St. Paul, MN; US

Type:
Shift:

OFFENSES/ORDINANCES

Type: Statute
Level: Petty Misdemeanor
Citation #: 190626900620

Offense: 609.685.1a(a) (90Z)
UOC:
Enh. Factor:



INCIDENT

South St. Paul - Investigations
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3300

Case Number: 26000729

Title: Tobacco Compliance Check
Contains Confidential Person/Participant

Description: Sale of Tobacco/Tobacco Related Device to Children-Under 21 years old;Petty;Subsequent offense Misd

BUSINESS 1

Role(s): Owner Association(s) Business Name: Quick Stop
Michael James Brings (BusinessOwner)

Location: 1257 Thompson Avenue; South St. Paul, MN 55075; Minnesota US

PERSON 2

Role(s): Owner

Last: Brings First: Michael Middle: James Date of Birth: (77)

Sex: Male Race: Height: 601 -601 Weight: 240 -240 lbs Hair:

Eyes: Blue Is Juvenile?: No

Residence:

PERSON 3

Role(s): Confidential



PROPERTY INFORMATION

ID: Associated with: noAssociatedOffense;

Description: Newport Cigarettes

Property Category: Other

Quantity: Unit Price: 0 Value: 14.31

Brand Name: Model: Color:

Code: evidence Serial Number: Owner Applied Number:



INCIDENT

South St. Paul - Investigations
125 3rd Ave. N.
South St. Paul, MN 55075
Telephone: 651-554-3300

Case Number: 26000729

Title: Tobacco Compliance Check

Contains Confidential Person/Participant

NIBRS OFFENSE TYPE(s):

Other

Location Type: Convenience Store

CASE #: 26000729

INCIDENT REPORT

dwernerCity of South St.
Paul Dakota County,
Minnesota

RESOLUTION NO. 2026-062

**RESOLUTION CHARGING LICENSEE AN ADMINISTRATIVE PENALTY
FOR A TOBACCO SALE VIOLATION
(Quick Stop Tobacco, 1257 Thompson Ave.)**

WHEREAS, Municipal Code Subsection 18-679 authorizes the City Council to charge a tobacco sales licensee an administrative penalty for an illegal sale of tobacco to a person under 21 years of age following notice to the licensee of the alleged violation and an opportunity to be heard;

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

Findings

- 1.01 Notice of a hearing regarding the charge of an administrative penalty for the alleged illegal sale of a package of cigarettes to a person under 21 years of age on April 2, 2026, was given to Quick Stop Tobacco which is the tobacco sales licensee of the premises at 1257 Thompson Ave., South St. Paul, Minnesota, by United States mail on May 19th, 2026, pursuant to Municipal Code, Section 18- 679.
- 1.02 The hearing was held on Monday, June 1, 2026, on about 7:00 o'clock p.m. in the City Council Chambers, 125 3rd Ave. North, South St. Paul, Minnesota.
- 1.03 At the hearing all persons who appeared and asked to be heard were heard.
- 1.04 On April 2, 2026, at about 2:50 p.m. a clerk at the premises at 1257 Thompson Avenue, South St. Paul, Minnesota, licensed for the sale of tobacco products, known as Quick Stop Tobacco, sold a package of cigarettes to a person under 21 years of age in violation of Municipal Code, Section 16-673(a) and 18-677.

Conclusion

- 2.01 Based upon the evidence presented at the hearing, the City Council concludes that Quick Stop Tobacco, as tobacco sales licensee of the premises at 1257 Thompson Ave., is responsible for the illegal sale by a clerk of a package of cigarettes to a person under 21 years of age on April 2, 2026, in violation of Municipal Code, Subsection 16-673(a) and 18-677.

Administrative Penalty

- 3.01 An administrative penalty of \$300 is imposed on Quick Stop Tobacco. The monetary penalty is to be paid by 11 :00 o'clock a.m. on June 30, 2026, at the office of the City Clerk. If the administrative penalty is not paid by June 30, 2026, the license will be further suspended without notice to the licensee until the administrative penalty is paid.

Adopted this 1st day of June 2026.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE:

June 1, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

11.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

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

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Ordinance #1443 allowing low-impact production businesses in the Mixed Markets and Makers Subdistrict 1 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

First Reading: May 18, 2026

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

The main purpose of the MMM zoning district is to make the North Concord Corridor business friendly and open to development so long as each proposed use is generally consistent with other corridor goals. 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.

Recommended Action

Approve Ordinance #1443 allowing low-impact production businesses in the Mixed Markets and Makers Subdistrict 1 by conditional use permit.

A first reading was held at the May 18th City Council meeting.

LINKS

[North Concord Corridor Vision](#)

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Zoning Map
2. Public Comments
3. Ordinance 1443 Low Impact Production in MMM-1 District

City of South St Paul Zoning Map



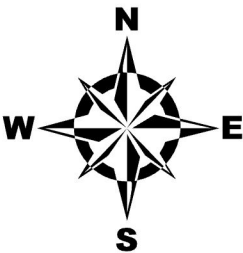
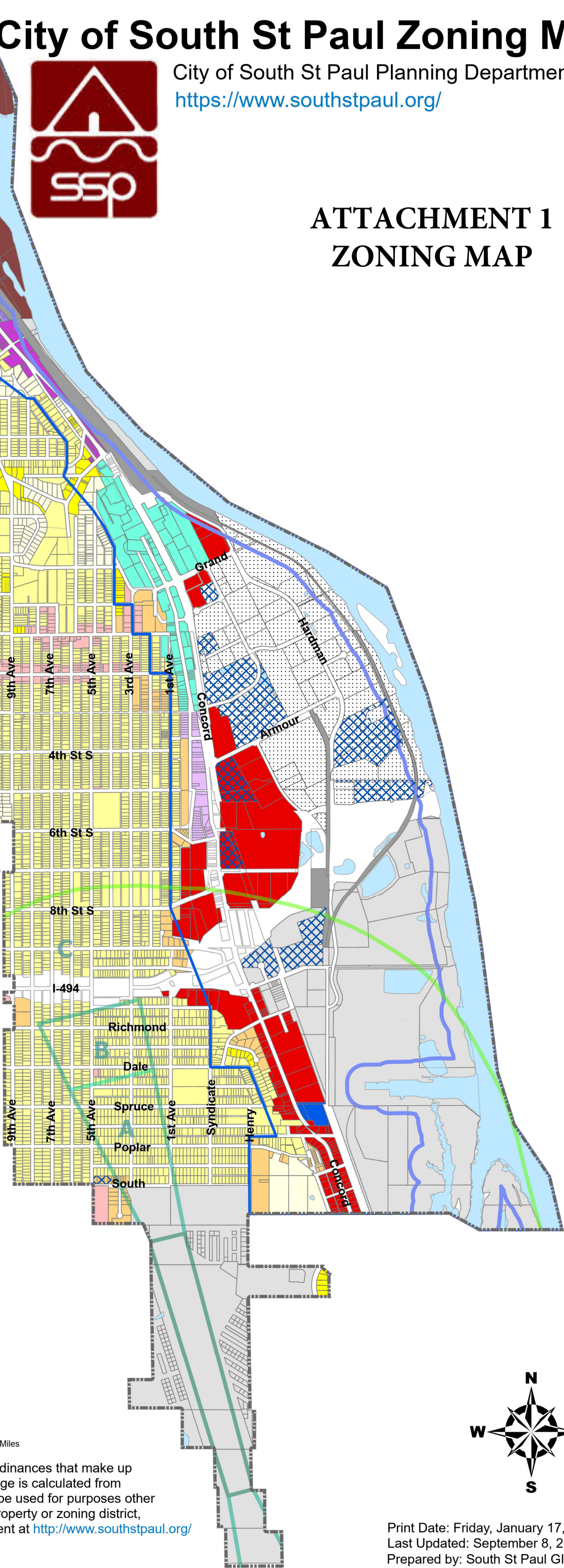
City of South St Paul Planning Department
<https://www.southstpaul.org/>

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,

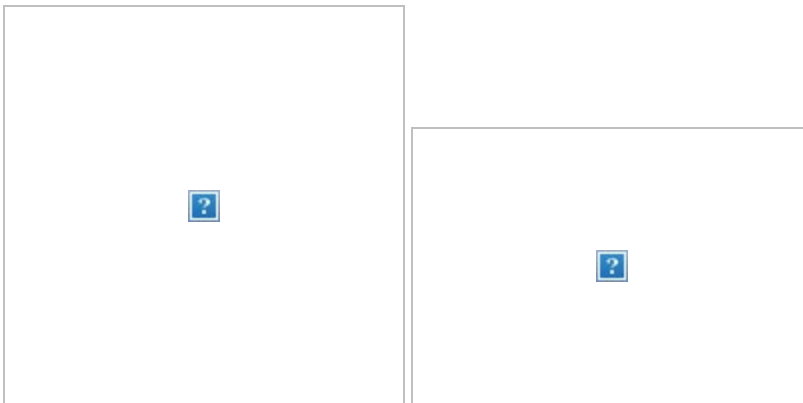
Emily Risinger

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/>

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**City of South St. Paul
Dakota County, Minnesota**

Ordinance No. 1443

**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: June 1, 2026
DEPARTMENT: Planning & Zoning
PREPARED BY: Michael Healy
AGENDA ITEM NUMBER: 11.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Conditional Use Permit for a Low Impact Production Business at 1505 Concord Street North

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution #2026-72 approving a conditional use permit for low impact production at 1505 Concord Street North.

OVERVIEW

Application

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.

The Applicant has submitted two zoning applications:

1. An application for a code amendment to allow low-impact production in the MMM-1 subdistrict with a conditional use permit. *The code amendment is being reviewed separately and has its own staff memo.*
2. An application for a conditional use permit for low-impact production at 1505 Concord Street North. *The conditional use permit can only be approved if the code amendment is approved.*

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

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

60-Day Review Deadline: June 21, 2026

Background

The Subject Property, 1505 Concord Street North, is a commercial property located a quarter mile south of the border between Saint Paul and South St. Paul. It is a corner lot property which is roughly 1/3 acre in size and currently hosts a 7,160 square foot office-warehouse building which was built in 1949 and received a major building addition in 2001. Powers Electric, an electrical contractor, acquired the building in 1990 and operated in the building until recently.

The Applicant acquired the property on January 2, 2026, with the intent of operating Miracle Paint Rejuvenator Co. in the existing building. Unfortunately, the Applicant skipped some standard due diligence steps such as contacting City Hall to confirm zoning requirements prior to completing the real estate transaction. The Applicant needs a code amendment to be able to operate his business in the Mixed Markets and Makers Subdistrict 1 (MMM-1). City Staff is supportive of allowing this type of business with a conditional use permit.

Applicant's Proposed Business Model

The Applicant has supplied the following information about his business:

- They assemble paint shakers and related equipment using pre-manufactured components. There is no heavy manufacturing, raw material processing, chemical production, or fabrication. They sell and ship between 20–25 products a month and some of those shipments are combined, so truck traffic is low.
- They sell equipment via a small showroom, a walk-in counter, and an online store. They also repair and service equipment.
- There are four employees (the owner and three additional employees).
- They operate between 8 AM and 3:45 PM Monday through Thursday and between 8 AM and 12:30 PM on Fridays.
- They typically do not have more than one customer on-site at any one time.

Zoning and Comprehensive Plan Guidance

The subject property is zoned Mixed Markets and Makers Subdistrict 1 (MMM-1) and guided “Mixed Use” in the 2040 Comprehensive Plan. The MMM-1 district does not currently allow the type of light manufacturing business that the Applicant wants to operate. The MMM-1 district currently only allows craft production (manufacturing of artisan goods like art products and food products) and requires that at least 10% of the floor area of the building be a customer-facing retail component where the artisan good is available for sale or sampling.

If the proposed code amendment is approved, low impact production businesses will be allowed with a conditional use permit.

Relevant City Code

The following code sections are relevant to this review:

- Section 118-40 of the City Code governs Conditional Use Permits.
- Section 118-127 of the City Code governs the Mixed Markets and Makers district.
- Section 118-243 of the City Code governs landscaping.
- Sections 118-351 to 118-355 of the City Code regulate off-street parking and loading.

Site Improvements

The Applicant is not proposing to make any changes to the exterior of the building. The Applicant is aware that they will need to construct a trash enclosure if they want to store a dumpster outdoors. The MMM-1 district requires that the trash enclosure be constructed out of concrete, block, or a similar noncombustible material.

Parking

The MMM district allows the adaptive reuse of any existing commercial building with 15,000 square feet of floor area or less with any nonresidential “permitted use” that is listed in the zoning district. With a conditional use, the Planning Commission and City Council conduct a case-by-case analysis regarding whether the parking situation is workable. City Staff and the Planning Commission do not have any concerns about off-street parking as the proposed use represents one of the least parking-intensive ways to use the subject property.

Landscaping

The subject property was developed before the adoption of modern landscaping requirements. Currently:

- There is a decorative landscape area with two ornamental trees along Stanley Avenue.
- There was a decorative landscape area along Concord Street up until 2023. The landscape area and the retaining wall that supported it encroached into the City-owned road right-of-way and needed to be removed for the Concord Street Improvement Project which involved the full reconstruction of the street and the installation of a new paved bike trail. Following the road construction project, the yard area along Concord Street is now a small gently sloping grass lawn.

The Applicant should dress up the grass lawn area along Concord Street with some type of decorative landscaping. This could be flowers, shrubbery, or ornamental grasses. This should be made a “condition of approval” of the conditional use permit. City Staff would support making this condition somewhat vague and giving the Applicant wide latitude to design appropriate landscaping for this area. Section 118-243 of the City Code does not require the City to collect a landscape escrow for minor landscaping improvements that are part of the adaptive reuse of existing buildings.

CONDITIONAL USE PERMIT REVIEW CRITERIA

Conditional Use Permits should be reviewed through the lens of the criteria outlined in the City Code:

- (1) That the conditional use, with such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.
- (2) If the application is based on the conditional use provision in this chapter that the issuance conforms to the general characteristics of the district of which it will become a part.
- (3) That the conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district or districts affected.
- (4) That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.
- (5) That adequate measures have been or will be taken to provide ingress and egress in such a manner as to minimize traffic congestion and hazards in the public streets.
- (6) *In Business districts.* Certain uses are considered, as a rule, unsuitable in commercial areas because of inherent characteristics (e.g., traffic hazards, noise, light glare), proximity to residential areas, the fact that they tend not to serve nearby residential areas, or may adversely affect nearby permitted business uses.

COMMENTS FROM OTHER DEPARTMENTS

Building Department

Per Building Official Joe Heimkes:

- This new business is technically a change of use under the State Building Code. The Applicant will need to get an occupancy permit.
- The Applicant will need to get a Sewer Access Charge (SAC) determination letter from the Metropolitan Council and will need to submit this letter along with their occupancy permit application. They will need to pay any SAC charges that are due.

City Engineer

This property was developed before it was standard for cities to require a stormwater maintenance agreement to ensure that the property owner is maintaining all the private stormwater management features on the property. The Minnesota Pollution Control Agency (MPCA) wants cities to secure these agreements whenever possible to ensure that stormwater is being properly managed on commercial sites to protect lakes and rivers.

The City Engineer advised the Planning Commission in May that the subject property may need a stormwater maintenance agreement because there appears to be existing drains in front of the loading docks. The Engineering Department has conducted further review, and they were not able to determine whether the existing drains lead to the City's storm sewer or simply drain into the ground underneath the parking lot. Because it is not clear how the system operates, it is not feasible to implement a stormwater maintenance agreement at this time. Instead, the City Engineer is asking that a condition be placed in the conditional use permit requiring a stormwater maintenance agreement to be prepared in the future if the parking lot is rebuilt in a way that includes stormwater management features.

PLANNING COMMISSION PUBLIC HEARING

The Planning Commission held a public hearing for the conditional use permit at their May 6, 2026 meeting. Shortly before reviewing the conditional use permit, the Planning Commission held a public hearing for the Applicant's ordinance amendment request and recommended approval of the amendment.

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. The Planning Commission discussed Staff's recommended "conditions of approval" and also discussed whether it would make sense

to add a condition restricting hours of operation to address any potential neighbor concerns about noise pollution during quiet hours. The Applicant indicated that he was not opposed to that type of condition.

With a 6-0 vote, the Planning Commission is recommending approval of the conditional use permit with Staff's recommended conditions of approval and a condition restricting the hours of manufacturing activity to 7 AM to 8 PM.

DISCUSSION

The City can attach reasonable case by case conditions to a Conditional Use Permit to regulate the use and ensure harmony with surrounding land uses. Conditional Use Permits run with the land forever and transfer if the property changes hands. A conditional use permit typically can only be terminated if a condition is violated, and the City Council votes to revoke the conditional use permit.

City Staff does not have any specific concerns about the proposed business, but conditions should be attached to the CUP which require compliance with the State Building Code, MPCA requirements, and local nuisance codes. City Staff supports the Planning Commission's recommendation to add an hours of operation restriction to the conditional use permit. The only real "ask" that City Staff is recommending be placed in the CUP is a requirement that new decorative landscaping be added to the grassy yard along Concord Street. City Staff supports allowing low-impact light industrial uses in the MMM-1 subdistrict, but commercial properties in this area should be dressed up and landscaped in such a way that they coexist well with the low-density residential uses that they share the neighborhood with. Curb appeal is important in this zoning district.

STAFF AND PLANNING COMMISSION RECOMMENDATION

Approve Resolution #2026-72 approving a conditional use permit for a low-impact production business at 1505 Concord Street North.

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Public Comments
2. Resolution 2026-72
3. Planning Commission Memo

ATTACHMENT 1

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.
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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,

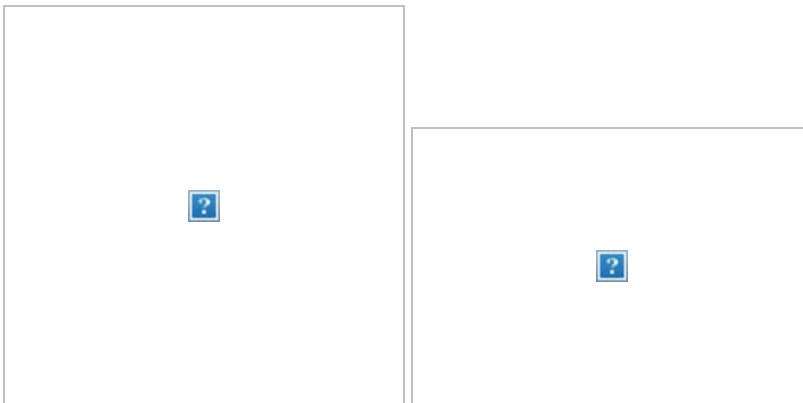
Emily Risinger

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/>

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City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-72

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR LOW IMPACT
PRODUCTION AT 1505 CONCORD STREET NORTH**

WHEREAS, the City received an application from Casey Schletz on behalf of Windansea Properties LLC requesting the following approval:

- A Conditional Use Permit for Low Impact Production. *The Applicant is proposing to operate a business that will manufacture industrial paint shakers and related equipment.*

WHEREAS, the subject property is located at 1505 Concord Street North (“the Property”); and legally described as follows:

(See Exhibit A)

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 (6-0) of the application at their May 6, 2026 meeting; and

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

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

1. Facts. The facts found by the City Council as stated in the Planning 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. Aerial Photograph
 - c. Photographs of Subject Property
 - d. Proposed Floor Plan
 - e. Applicant’s Narrative
 - f. 2001 Variance with Trash Enclosure Requirement

2. Findings.

A. The City Council determines that the proposed Conditional Use Permit is consistent with the following criteria for conditional uses in a business district:

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

B. The City Council approves the Conditional Use Permit subject to the following conditions:

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

- | | |
|--|-----------------------|
| a. Application (Casey Schletz) | dated 4/2/2026 |
| b. Narrative (Windansea Properties LLC) | Not dated |
| c. Site Plan | Not dated |

2. **Compliance with Building Code and Fire Code Requirements.** The Applicant shall comply with any applicable requirements in the State Building Code and State Fire Code for this type of use. An occupancy permit is required to establish this new use. The Applicant shall obtain a SAC determination letter from the Metropolitan Council and must pay any required sewer access charges (SAC). This process shall be completed by no later than October 1, 2026.

3. **Compliance with Noise and Nuisance Ordinances.** The low impact production business must not violate the City Code's noise ordinance or in any other way be a public nuisance.

4. **No Exterior Storage.** There shall be no exterior storage of containers, pallets, equipment, or materials.
5. **Trash Enclosure Required if Dumpsters or Trash Cans are Stored Outdoors.** If the Applicant wants to store a dumpster outside the building, they must obtain a permit and construct a trash enclosure that will fully screen the dumpster(s). The enclosure must fully comply with the exterior building material requirements of the underlying zoning district which currently means that the enclosure must be built out of concrete, block, or similar noncombustible material.
6. **Lighting.** All lighting shall be compliant with City Code Section 118-242. Light sources shall be hooded or controlled so as not to light adjacent property.
7. **Stormwater Maintenance Agreement.** If the Applicant reconstructs the parking lot areas in the future in a way that includes stormwater management features, they shall be required to enter into a stormwater maintenance agreement with the City to ensure the ongoing maintenance of those features.
8. **Landscaping.** The Applicant shall maintain the decorative landscaping along Stanley Avenue. The Applicant shall install and maintain decorative landscaping along the Concord Street frontage which shall include flowers, shrubs, bushes, and/or ornamental grasses. Trees may be planted in the grassy area if they are kept on the Applicant's own property. A landscaping plan shall be filed with the Zoning Administrator by no later than August 1, 2026, and the landscaping shall be completed by no later than October 1, 2026.
9. **Scope of Conditional Use Permit.** This conditional use permit for low-impact production allows the assembly of paint shakers and related equipment at 1505 Concord Street North using pre-manufactured components with no processing of raw materials or chemical production. A change to a substantially different production use will require an amendment to this conditional use permit or a new conditional use permit.
10. **Hours of Operation Restricted.** Production, assembly, and other related manufacturing activities may only take place between 7 AM and 8 PM.
11. **Compliance with MPCA Requirements, Dakota County Requirements, and Other State Agency Requirements.** The Applicant shall comply with any requirements that are imposed upon them by the Minnesota Pollution Control Agency, other State agencies, and by Dakota County.
12. **Termination of the Conditional Use Permit.** The Conditional Use Permit will terminate if improvements have not substantially begun within one year from the date of approval. The violation of any condition of approval in the conditional use permit may terminate the conditional use permit(s), following a hearing by the City Council.

Adopted this 1st day of June, 2026

City Clerk

Exhibits

A- Legal Description

EXHIBIT A
LEGAL DESCRIPTION

Lots 1, 2, and 3, Block 1, A.D. McLeods Rearrangement of Lots 10 and 11 of Albrechts Out Lots to Dakota County, Dakota County, Minnesota. Together with that part of the adjacent vacated alley that accrued thereto by reason of the vacation thereof.

Abstract Property

PID #36-47850-01-033



PLANNING COMMISSION AGENDA REPORT

DATE: May 6, 2026
DEPARTMENT: Planning & Zoning
PREPARED BY: Michael Healy
AGENDA ITEM NUMBER: 4.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Conditional Use Permit for a Low Impact Production Business at 1505 Concord Street North

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

A motion recommending approval or denial of a conditional use permit for low-impact production at 1505 Concord Street North.

OVERVIEW

Application

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.

The Applicant has submitted two zoning applications:

1. An application for a code amendment to allow low-impact production in the MMM-1 subdistrict with a conditional use permit. *The code amendment is being reviewed separately and has its own staff memo.*
2. An application for a conditional use permit for low-impact production at 1505 Concord Street North. *The conditional use permit can only be approved if the code amendment is approved.*

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

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

60-Day Review Deadline: June 21, 2026

Background

The Subject Property, 1505 Concord Street North, is a commercial property located a quarter mile south of the border between Saint Paul and South St. Paul. It is a corner lot property which is roughly 1/3 acre in size and currently hosts a 7,160 square foot office-warehouse building which was built in 1949 and received a major building addition in 2001. Powers Electric, an electrical contractor, acquired the building in 1990 and operated in the building until recently.

The Applicant acquired the property on January 2, 2026, with the intent of operating Miracle Paint Rejuvenator Co. in the existing building. Unfortunately, the Applicant skipped some standard due diligence steps such as contacting City Hall to confirm zoning requirements prior to completing the real estate transaction. The Applicant needs a code amendment to be able to operate his business in the Mixed Markets and Makers Subdistrict 1 (MMM-1). City Staff is supportive of allowing this type of business with a conditional use permit.

Applicant's Proposed Business Model

The Applicant has supplied the following information about his business:

- They assemble paint shakers and related equipment using pre-manufactured components. There is no heavy manufacturing, raw material processing, chemical production, or fabrication. They sell and ship between 20–25 products a month and some of those shipments are combined, so truck traffic is low.
- They sell equipment via a small showroom, a walk-in counter, and an online store. They also repair and service equipment.
- There are four employees (the owner and three additional employees).
- They operate between 8 AM and 3:45 PM Monday through Thursday and between 8 AM and 12:30 PM on Fridays.
- They typically do not have more than one customer on-site at any one time.

Zoning and Comprehensive Plan Guidance

The subject property is zoned Mixed Markets and Makers Subdistrict 1 (MMM-1) and guided “Mixed Use” in the 2040 Comprehensive Plan. The MMM-1 district does not currently allow the type of light manufacturing business that the Applicant wants to operate. The MMM-1 district currently only allows craft production (manufacturing of artisan goods like art products and food products) and requires that at least 10% of the floor area of the building be a customer-facing retail component where the artisan good is available for sale or sampling.

If the proposed code amendment is approved, low impact production businesses will be allowed with a conditional use permit.

Relevant City Code

The following code sections are relevant to this review:

- Section 118-40 of the City Code governs Conditional Use Permits.
- Section 118-127 of the City Code governs the Mixed Markets and Makers district.
- Section 118-243 of the City Code governs landscaping.
- Sections 118-351 to 118-355 of the City Code regulate off-street parking and loading.

Site Plan Review

The Applicant is not currently proposing to make any changes to the exterior of the building.

The Applicant is aware that they will need to construct a dumpster enclosure if they want to store a dumpster outdoors. This is a standard code requirement in the MMM-1 subdistrict, but it was also a condition of the variance that the property was granted in 2001 to allow a building addition that did not meet setback requirements. The Applicant has expressed an interest in building a trash enclosure out of Trex fencing, but that is not an allowable material in the MMM-1 subdistrict for this type of property. Only properties that currently have lawful nonconforming ("grandfathered") outdoor dumpsters with no enclosure are allowed to build Trex fence trash enclosures with a goal of partial code compliance. Properties without those grandfather rights (like the subject property) are required to build a trash enclosure out of concrete, block, or a similar noncombustible material. The Applicant will need to adjust their trash enclosure plans and use an approved material if they want to store a dumpster outdoors.

Parking

The subject property does not have a delineated off-street parking lot. However, there are three separate driveways that each lead to a pavement area where cars could be parked. Two of the pavement areas serve garage doors and loading dock doors so any parking in these areas would need to be coordinated with deliveries. There is some on-street parking on Concord Street, but it

is located about 350 feet north of the building. The Applicant has shared that the parking situation is one reason why he feels that this building is better suited for light industrial use rather than commercial-retail use. The four employees of the business will be able to park their commuter vehicles on-site without any issues and it will be easy to accommodate customers since they do not anticipate having more than one customer at any one time.

The MMM district allows the adaptive reuse of any existing commercial building with 15,000 square feet of floor area or less with any nonresidential “permitted use” that is listed in the zoning district. With a conditional use, the Planning Commission and City Council conduct a case-by-case analysis regarding whether the parking situation is workable. City Staff does not have any concerns about off-street parking as the proposed use represents one of the least parking-intensive ways to use the subject property.

Landscaping

The MMM-1 district has landscaping requirements for new development which focus on landscaping street frontages and providing landscape areas inside parking lots. At least one overstory tree is required to be provided for each 1,500 square feet of landscaped green space on a property. The subject property was developed before the adoption of modern landscaping requirements. Currently:

- There is a decorative landscape area with two ornamental trees along Stanley Avenue.
- There was a decorative landscape area along Concord Street up until 2023. The landscape area and the retaining wall that supported it encroached into the City-owned road right-of-way and needed to be removed for the Concord Street Improvement Project which involved the full reconstruction of the street and the installation of a new paved bike trail. Following the road construction project, the yard area along Concord Street is now a small gently sloping grass lawn.

Part of the grass lawn along Concord Street is owned by the City (it is in the right of way) and part of it is owned by the Applicant. The City Engineer has advised that it could be challenging to fit a tree in this area because of its small size and the slope of the hill. The City would be willing to work with the Applicant if they wanted to put a tree in this area, but they would need to pick the right variety and install it carefully, so it grows straight up as opposed to growing sideways and interfering with the bike trail. There are also potential utility conflicts and issues with sightlines for the driveways that are on either side of the small grassy lawn.

The Applicant should dress up the grass lawn area along Concord Street with some type of decorative landscaping. This could be flowers, shrubbery, or ornamental grasses. This should be made a “condition of approval” of the conditional use permit. City Staff would support making this condition somewhat vague and giving the Applicant wide latitude to design appropriate landscaping for this area. Section 118-243 of the City Code does not require the City to collect a

landscape escrow for minor landscaping improvements that are part of the adaptive reuse of existing buildings.

Surrounding Land Uses

Direction	Existing Use	Existing Zoning	Comp Plan Guidance
<i>West</i> <i>(up the bluff)</i>	Single Family Homes	R-2 Single and Two-Family Residence District	Low Density Residential and Open Space
<i>North</i>	Contractor business	Mixed Markets and Makers Subdistrict 1 (MMM-1)	Mixed Use
<i>East</i> <i>(Across Concord Street)</i>	Union Pacific Railroad Track and Rail Yard	North Riverfront Development District	Railroad
<i>South</i> <i>(Across Stanley Avenue)</i>	Vacant Land	Mixed Markets and Makers Subdistrict 1 (MMM-1)	Mixed-Use

CONDITIONAL USE PERMIT CRITERIA

Conditional Use Permits should be reviewed through the lens of the criteria outlined in the City Code:

- (1) That the conditional use, with such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.
- (2) If the application is based on the conditional use provision in this chapter that the issuance conforms to the general characteristics of the district of which it will become a part.

(3) That the conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district or districts affected.

(4) That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.

(5) That adequate measures have been or will be taken to provide ingress and egress in such a manner as to minimize traffic congestion and hazards in the public streets.

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

COMMENTS FROM OTHER DEPARTMENTS

Building Department

Per Building Official Joe Heimkes:

- This new business is technically a change of use under the State Building Code. The Applicant will need to get an occupancy permit.
- The Applicant will need to get a Sewer Access Charge (SAC) determination letter from the Metropolitan Council and will need to submit this letter along with their occupancy permit application. They will need to pay any SAC charges that are due.

City Engineer

This property was developed before it was standard for cities to require a stormwater maintenance agreement to ensure that the property owner is maintaining all the private stormwater management features on the property. The Minnesota Pollution Control Agency (MPCA) wants cities to secure these agreements whenever possible to ensure that stormwater is being properly managed on developed sites to protect lakes and rivers.

The only notable stormwater management feature on the subject property is a system of drains in front of the loading docks that use private underground pipes to transfer stormwater into the City's public storm sewer system. The Applicant is responsible for maintaining these pipes and cleaning them if they ever become full of debris. A condition of approval for this conditional use permit should be that the property owner enter into a stormwater maintenance agreement with the City. The agreement will obligate them to keep the pipes clean and will allow the City to clean the pipes and assess the costs against the property if maintenance is not handled correctly.

DISCUSSION

The City can attach reasonable case by case conditions to a Conditional Use Permit to regulate the use and ensure harmony with surrounding land uses. Conditional Use Permits run with the land forever and transfer if the property changes hands. A conditional use permit typically can only be terminated if a condition is violated, and the City Council votes to revoke the conditional use permit.

City Staff does not have any specific concerns about the proposed business, but conditions should be attached to the CUP which require compliance with the State Building Code, MPCA requirements, and local nuisance codes. The Applicant will need to revise his trash enclosure plan to meet code requirements if he wants to keep a dumpster outdoors. The only real “ask” that City Staff is recommending be placed in the CUP is a requirement that new decorative landscaping be added to the grassy yard along Concord Street. City Staff supports allowing low-impact light industrial uses in the MMM-1 subdistrict, but commercial properties in this area should be dressed up and landscaped in such a way that they coexist well with the low-density residential uses that they share the neighborhood with. Curb appeal is important in this zoning district.

STAFF RECOMMENDATION

Staff recommends approval of the conditional use permit with the following conditions:

1. **Approved Plans.** The conditions of this approval are based on the following plans:
 - a. **Application (Casey Schletz) dated 4/2/2026**
 - b. **Narrative (Windansea Properties LLC) Not dated**
 - c. **Site Plan Not dated**
2. **Compliance with Building Code and Fire Code Requirements.** The Applicant shall comply with any applicable requirements in the State Building Code and State Fire Code for this type of use. An occupancy permit is required to establish this new use. The Applicant must pay any required sewer access charges (SAC). This process shall be completed by no later than October 1, 2026.
3. **Compliance with Noise and Nuisance Ordinances.** The low impact production business must not violate the City Code’s noise ordinance or in any other way be a public nuisance.
4. **No Exterior Storage.** There shall be no exterior storage or containers, pallets, equipment, or materials.
5. **Trash Enclosure Required if Dumpsters or Trash Cans are Stored Outdoors.** If the Applicant wants to store a dumpster outside the building, they must obtain a permit and construct a trash enclosure that will fully screen the dumpster(s). The enclosure must fully comply with the exterior building material requirements of the underlying zoning

district. This currently means that the enclosure must be built out of concrete, block, or a similar noncombustible material.

6. **Lighting.** All lighting shall be compliant with City Code Section 118-242. Light sources shall be hooded or controlled so as not to light adjacent property.
7. **Stormwater Maintenance Agreement Required.** The owner of the subject property must enter into a stormwater maintenance agreement for the continued maintenance of the private stormwater systems on the subject property (i.e. private pipes that connect private drains to the public storm sewer). The occupancy permit shall not be issued until this agreement has been fully executed and recorded against the property.
8. **Landscaping.** The Applicant shall maintain the decorative landscaping along Stanley Avenue. The Applicant shall install and maintain decorative landscaping along the Concord Street frontage which shall include flowers, shrubs, bushes, and/or ornamental grasses. Trees may be planted in the grassy area if they are kept wholly on the Applicant's own property. A landscaping plan shall be filed with the Zoning Administrator by no later than August 1, 2026, and the landscaping shall be completed by no later than October 1, 2026.
9. **Scope of Conditional Use Permit.** This conditional use permit for low-impact production allows the assembly of paint shakers and related equipment at 1505 Concord Street North using pre-manufactured components with no processing of raw materials or chemical production. A change to a substantially different production use will require an amendment to this conditional use permit or a new conditional use permit.
10. **Compliance with MPCA Requirements, Dakota County Requirements, and Other State Agency Requirements.** The Applicant shall comply with any requirements that are imposed upon them by the Minnesota Pollution Control Agency, other State agencies, and by Dakota County.
11. **Termination of the Conditional Use Permit.** The Conditional Use Permit will terminate if improvements have not substantially begun within one year from the date of approval. The violation of any condition of approval in the conditional use permit may terminate the conditional use permit(s), following a hearing by the City Council.

Action Requested

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

1. Approval. If the Planning Commission wishes to recommend approval of the conditional use permit, the following action should be taken:
 - A. Motion to recommend approval of a conditional use permit for low-impact production at 1505 Concord Street North.

2. Denial. If the Planning Commission wishes to recommend denial of the conditional use permit, the following action should be taken:

B. Motion to recommend denial of a conditional use permit for low-impact production at 1505 Concord Street North.

If the Planning Commission feels that this type of light manufacturing use is not appropriate in the MMM-1 subdistrict, the Planning Commission could recommend denial of the ordinance amendment and also recommend denial of the conditional use permit with a finding that this type of manufacturing use is not allowed in the MMM-1 subdistrict.

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Site Location Map
2. Aerial Photograph
3. Photographs of Subject Property
4. Proposed Floor Plan
5. Applicant's Narrative
6. 2001 Variance with Trash Enclosure Requirement

**ATTACHMENT 1
SITE LOCATION MAP**



ATTACHMENT 2
AERIAL PHOTOGRAPH



ATTACHMENT 3
PHOTOGRAPHS OF SUBJECT PROPERTY



Concord Street Frontage Looking South



Concord Street Frontage Looking North



Stanley Avenue Frontage

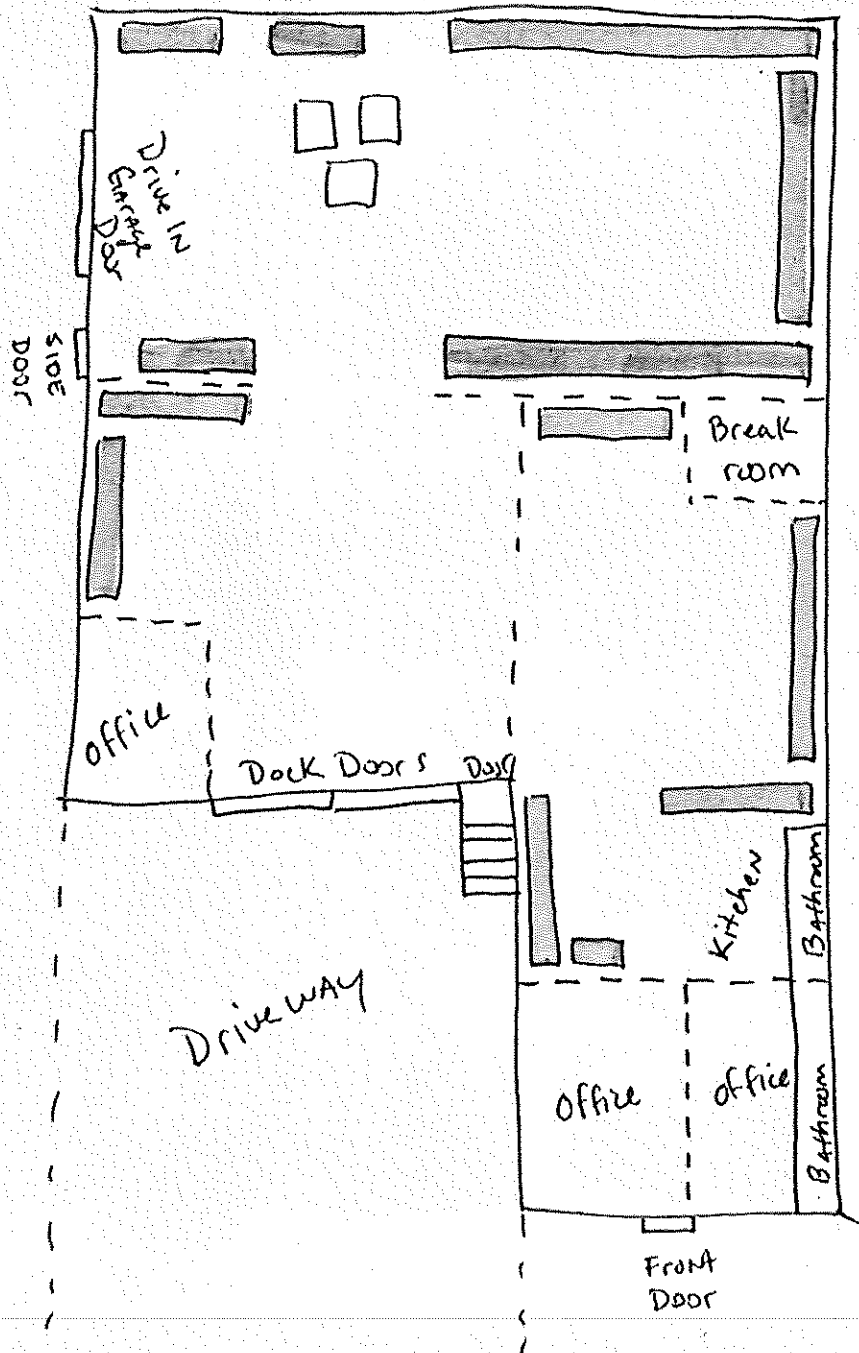


Recessed Loading Dock Area Along Concord Street

ATTACHMENT 4 PROPOSED FLOOR PLAN

Legend

- ☐ Machines (Drill press, Lathe)
- ☒ Pallet racks (shelving. storing material)



ATTACHMENT 5

APPLICANT'S NARRATIVE

Windansea Properties LLC/ Miracle Paint Rejuvenator Co.

Property Address:

1505 Concord St. N

South St. Paul, MN 55075

Our request to the City of South St. Paul, MN is as follows:

We are requesting the city amend the zoning rules in the MMM-1 Zoning subdistrict to allow low-impact production and processing uses with a conditional use permit. Secondly, we are asking the city to grant us a conditional use permit for low-impact production and processing so we can manufacture paint shakers and related equipment at 1505 Concord St. N.

Business Overview:

Miracle Paint Rejuvenator Co. is a family owned, Minnesota based business. Established in 1932 in St. Paul, MN, we started out as a paint store with 3 locations serving St. Paul and surrounding areas.

- Paint shaker equipment (sales and service)
- Equipment repair & maintenance
- Office/warehouse with light assembly
- Small scale retail & leasing of paint-related equipment

Nature of Operations

- Service-based business
- Equipment Sales & Showroom
- Office, Warehouse & Light Assembly
- Retail Paint equipment and leasing options
- Total of 3 employees and 1 owner
- Hours of operation, Monday – Thursday 8:00 am – 3:45pm, Friday's 8:00 a.m. – 12:30 p.m.

What we do

- Assemble pre-manufactured components into finished paint equipment
- We do not manufacture any components at our location. Everything is bought off the shelf, or manufactured for us from our vendors
- We sell equipment via a small showroom, walk-in counter, and online store
- We also repair and service paint equipment
- We offer paint shaking/rejuvenation services for paint contractors (similar to Sherwin Williams type service model, but contractor focused)
- We sell and ship on average 20-25 products a month. Several of those shipments are combined. Very low volume of truck traffic.
- We also sell replacement parts for paint equipment. We do have a daily UPS driver who does pickups for those.

What we do not do

- No heavy manufacturing
- No raw material processing
- No Chemical production
- No fabrication
- Cause any loud noise that can be heard outside of the building
- Incur heavy truck/vehicle traffic.

We understand the City's goal is to promote

- Commercial retail activity
- Service oriented businesses
- Limited Impact operations

Our Business Aligns nearly perfect for this space

- Low traffic volume (ideal for the residential neighborhoods nearby)
- Minimal noise and no outdoor operations or storage
- No environmental impact
- Clean, organized indoor workspace
- Ability to incorporate retail/public facing component
 - We currently have a POS system for walk in customers

- Anyone in the general public can purchase our paint equipment from our showroom/office.
- We have on display paint equipment. Paint Shakers. Paint Sprayers.
- We have a restricted zone away from the showroom where we can serve the general public to stop in and have their paint cans/pails shook
- Repair and Maintenance

The property at 1505 Concord St N features a functional layout that supports **low-impact commercial and service-based operations**, with infrastructure geared toward light logistics rather than high-volume public traffic.

- Approximately 800 sq ft office space.
- Approximately 6,300 sq ft of warehouse space
- Two dock doors for shipping/receiving ability
- One drive in overhead door
- Limited parking capacity
 - No street parking on Concord St. or Stanley Ave.
 - Four on site parking spaces











ATTACHMENT 6
2001 VARIANCE WITH TRASH ENCLOSURE REQUIREMENT

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2001-188

**RESOLUTION RELATED TO ZONING: APPROVING A
VARIANCE FOR 1505 NORTH CONCORD STREET**

WHEREAS, an application from Powers Electric, for a rear and side yard setback variance to construct an 35' x 80' building addition at 1505 North Concord Street, City of South St. Paul, Dakota County, Minnesota legally described as follows:

All of Lots 1, 2, & 3, A.D. McLeods Rearrangement of Lots 10 and 11 of Albrechts Outlots to Dakota County

and;

WHEREAS, the Planning Commission held a public hearing on the application, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend the granting of the Variance, with the following findings of fact; 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:

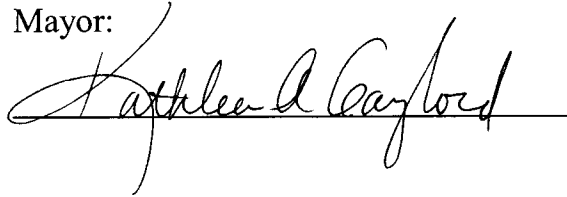
1. Facts. The facts found by the Planning Commission as stated in its report regarding this matter are hereby adopted and included herein by reference.
2. Determination. The City Council determines that the proposed use will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code.
3. Variance. The variance is to construct a 35' x 80' (2,800 sq. ft.) deck at 1505 North Concord Street, South St. Paul, Dakota County, Minnesota with the following conditions:

1. The petitioner is required to make development improvements consistent with the site and building plans dated August 24, 2001.
2. All building plans and specifications are subject to the review and approval of the City Building Official and Fire Marshal.
3. All garbage containers must be stored indoors, or stored within a City staff approved enclosure area.
4. The new driveway area on the south side of the addition area must be hard-surfaced, and subject to the review and approval of the City Engineer.
5. Parking of trucks and trailers is allowed on improved driveway surface areas.
6. Long term exterior parking of semi-trucks and trailers is prohibited.

Adopted this 1st day of October, 2001.

Mayor:

Approved: 10-15-01


Kathleen A. Gayford



CITY COUNCIL AGENDA REPORT

DATE:

June 1, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

11.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Sanimax Odor Management Plan Update

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Following a presentation by City Staff and Sanimax's leadership team, the City Council can ask any questions that they might have regarding the status of odor management planning at Sanimax's South St. Paul facility.

OVERVIEW

Background

On March 17, 2025, the City of South St. Paul and Sanimax USA LLC reached a settlement agreement regarding 57 administrative citations that had been issued for "verified odor complaints" that were attributed to the company's organics rendering facility at 505-545 Hardman Avenue South. Per the terms of the settlement agreement, Sanimax agreed to be designated a "Significant Odor Generator" under City Code Section 110-144. This designation requires them to develop and implement an odor management plan that conforms to the requirements of City Code Section 110-146(1)-(5). The City has hired Charles McGinley, an internationally recognized odor management expert who resides in Minnesota, to provide technical assistance with administering the settlement agreement and to advise City Staff and the City Council on the efficacy of any proposed odor management plan. Mr. McGinley is best known as the inventor of the Nasal Ranger field olfactometer, an odor measurement device that communities around the world use for investigating odor nuisances and conducting odor-related code enforcement.

Sanimax submitted a preliminary odor management plan in July 2025 which outlined many short-term odor management strategies that they would implement immediately by improving their existing industrial processes using existing equipment. This includes the use of some new equipment that they brought online shortly before the settlement agreement was reached. The preliminary plan also contained a proposal for a comprehensive odor study at the South St. Paul facility. The odor study, which launched in late 2025, is being conducted by a team of odor

management experts with a variety of different specialties (air quality and dispersion modeling, chemical monitoring, scrubber chemistry optimization, etc.). The odor study will provide Sanimax with guidance about what options they have to further manage odors through additional process improvements, adjustments to existing equipment, and the installation of new odor control technologies.

Purpose of this Agenda Item

The purpose of this agenda item is to provide the City Council with an update regarding the status of the odor management plan that was called for in the March 2025 settlement agreement. City Staff will give a short background presentation and Sanimax's leadership team will then give a presentation sharing what steps have already been taken to better manage odors at the SSP facility along with an update on the status of the ongoing odor study. City Staff and Sanimax's leadership team can answer any questions that the City Council might have.

LINKS

[Staff Memo for Sanimax Settlement Agreement](#)

[Staff Memo for Professional Services Agreement with McGinley Associates, P.A.](#)

SOURCE OF FUNDS

NA

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: June 1, 2026
DEPARTMENT: City Attorney
PREPARED BY: Kori Land
AGENDA ITEM NUMBER: 11.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

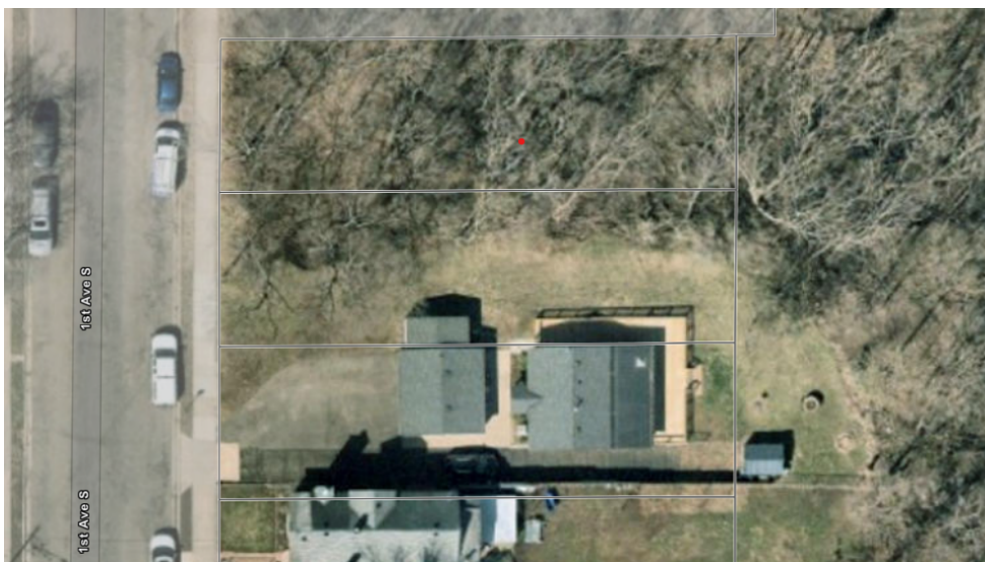
Sale of Lot 2, Block 18, Riverside Park Addition

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Authorize entering into a Purchase Agreement with Karl Bohn for the sale of Lot 2, Block 18, Riverside Park Addition

OVERVIEW

Many years ago, the City initiated a court action against the former owner of 357 1st Ave. South, for encroaching, trespassing and illegally dumping onto the City's vacant lot which was next to his property. The former owner built up the City's property, which was a ravine and then proceeded to construct a deck and shed over the lot line, without permits. The City settled with the owner for the payment of all the City's fees for legal and environmental costs. The City also required that the owner enter into an encroachment agreement for the deck and shed to prevent him from further encroaching onto the City's property. Below is a depiction of the portions of the deck and shed that encroach onto the City's lot. A copy of the Mediated Settlement Agreement and the Encroachment Agreement are attached.



The property at 357 1st Ave. recently sold to a new owner, Karl Bohn, who bought it with full knowledge of the encroachments, but in order to resolve any future issues with potentially needing to do anything in the encroachment area, he asked the City about the possibility of purchasing the City's lot. The City Engineer indicated that there is no City infrastructure in or under the City's lot and it is unbuildable. Since the City has no need for this surplus property, the City Administrator negotiated with Mr. Bohn for the sale of the City's lot for \$18,000. We prepared the attached Purchase Agreement for your consideration outlining the details of the sale, which would occur on or before August 1, 2026. One contingency is that following the sale, Mr. Bohn must combine the two lots into one tax parcel. The only hurdle he might encounter is that the City's lot is Torrens property and his property is Abstract, so he will have to work with the Dakota County Title Examiner on the lot combination process. He is aware of this contingency and has indicated a willingness to accomplish this goal.

SOURCE OF FUNDS

ATTACHMENTS

1. PA - executed Bohn
2. Mediated Settlement Agreement
3. Encroachment Agreement - Doc. No. 3397818 on 9-14-2020

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of this ____ day of _____, 2026 (the "Effective Date"), by and between the City of South St. Paul, a Minnesota municipal corporation ("City" or "Seller"), and Karl Bohn, an individual person ("Bohn" or "Buyer").

RECITALS

Recital No. 1. The City is the owner of certain real property, located in South St. Paul, Dakota County, Minnesota, legally described as follows:

TORRENS/Torrens Certificate No. 39226

LOT 2, BLOCK 18, RIVERSIDE PARK ADDITION, Dakota County, Minnesota.

PID: 36-64300-18-020

(hereinafter "**City Parcel**").

Recital No. 2. Buyer is the owner of real property abutting City Parcel, located in South St. Paul, Dakota County, Minnesota, legally described as follows:

LOT 3, BLOCK 18, RIVERSIDE PARK ADDITION, Dakota County, Minnesota.

PID: 36-64300-18-030

(hereinafter "**Bohn Parcel**").

Recital No. 3. City Parcel is currently unimproved and vacant and is considered unbuildable.

Recital No. 4. City Parcel only has value if it is combined with the adjacent property.

Recital No. 5. Buyer desires to purchase the City Parcel from the City and combine it with the Bohn Parcel, and the City desires to sell the same to the Buyer, under the terms and conditions of this Agreement.

NOW, THEREFORE, City and Buyer agree as follows:

1. **Sale.**

1.1. **Sale.** Subject to the terms and provisions of this Agreement, the City shall sell City Parcel to Buyer, and Buyer shall purchase City Parcel from the City free and clear of all defects, liens and encumbrances.

1.2. **Purchase Price.** The purchase price to be paid by Buyer to the City for City Parcel shall be Eighteen Thousand and No/100 Dollars (\$18,000.00) (the "Purchase Price"), which shall be payable as follows: (a) Two Thousand and no/100 Dollars (\$2,000.00) as earnest money ("Earnest Money") to be paid within seven (7) business days following the Effective Date to DCA Title, 750 Main Street, Suite 208, Mendota Heights, MN 55118 ("Title") and held in escrow by Title and (b) the balance of the Purchase Price on the Closing Date (as defined in Section 6) subject to those adjustments, prorations and credits described in this Agreement, in certified funds or by wire transfer pursuant to instructions from the City or Title.

2. **Available Surveys, Tests, and Reports.** Within ten (10) days following the Effective Date, the City shall cause to be delivered to Buyer (a) copies of any surveys, soil tests, environmental reports, and any other studies and/or site analyses previously conducted on City Parcel and in the possession of the City, and (b) copies of existing title work for City Parcel and in the possession of the City (the "Due Diligence Materials"). The City makes no representations or warranties regarding the accuracy of the Due Diligence Materials. If Buyer so request, the City shall request the preparers of any such surveys, soil tests, environmental reports, and any other studies and/or site analyses to re-issue or re-certify the same for the direct benefit of Buyer, at Buyer' expense except as otherwise provided in this Agreement, so that Buyer may rely on such site analyses or surveys as if prepared for Buyer in the first instance, but the City makes no representation as to whether any such reissuance or recertification will be available.

3. **Buyer's Investigations.** For a period up to the Closing Date, the City shall allow Buyer and Buyer's agents access to City Parcel without charge and at all times for the purpose of Buyer's investigation and testing of City Parcel, including surveying and testing of soil and groundwater, and Phase I and Phase II environmental assessments ("Buyer's Investigations"). The City shall have the right to accompany Buyer during any of Buyer's Investigations of City Parcel. Buyer shall provide to the City copies of all third-party, non-confidential written test results and reports conducted as part of Buyer's Investigations. Except as otherwise provided herein, Buyer agree to pay all of the costs and expenses associated with Buyer's Investigations, to cause to be released any lien on City Parcel arising as a result of Buyer' Investigations and to repair and restore, at Buyer's expense, any damage to City Parcel caused by Buyer's Investigations. Buyer shall indemnify and hold the City and City Parcel harmless from all costs and liabilities, including, but not limited to, reasonable attorneys' fees, arising from Buyer's Investigations. The indemnification obligations provided herein shall survive the termination or cancellation of this Agreement. If this Agreement is terminated based upon any environmental condition as herein provided, and the City requests, Buyer shall give the City copies of any and all AUAR, Phase I and Phase II reports obtained by Buyer.

4. **Insurance; Risk of Loss.** The City assumes all risk of destruction, loss or damage to City Parcel prior to the Closing Date. If, prior to the Closing Date, all or any portion of City Parcel or access thereto is condemned, taken by eminent domain, or damaged by cause of any nature, the City shall immediately give Buyer written notice of

such condemnation, taking or damage. After receipt of written notice of such condemnation, taking or damage (from the City or otherwise), Buyer shall have the option (to be exercised in writing within thirty (30) days of receipt of such written notice from the City) either (a) to require the City to (i) convey City Parcel at Closing (as defined in Section 6) to Buyer in its damaged condition, upon and subject to all of the other terms and conditions of this Agreement without reduction of the Purchase Price, (ii) assign to Buyer at Closing all of the City's right, title and interest in and to any claims the City may have to insurance proceeds, condemnation awards and/or any causes of action with respect to such condemnation or taking of or damage to City Parcel or access thereto, and (iii) pay to Buyer at Closing by certified or official bank check all payments made prior to the Closing Date under such insurance policies or by such condemning authorities, or (b) to terminate this Agreement by giving written notice of such termination to the City, whereupon this Agreement shall be terminated, any refundable portion of the Earnest Money shall be refunded to Buyer and thereafter neither party shall have any further obligations or liabilities to the other, except for such obligations as survive termination of this Agreement. If the right to terminate this Agreement is not exercised in writing within such thirty (30) day period, such right shall be deemed to have been waived. The City shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent, which consent shall not be unreasonably withheld.

5. **Contingencies.**

5.1. **Buyer's Contingencies.**

A. Unless waived by Buyer in writing, Buyer's obligation to proceed to Closing shall be subject to (a) performance by the City of its obligations hereunder, (b) the continued accuracy of the City's representations and warranties provided in Section 9.1, and (c) Buyer's satisfaction, in Buyer's sole discretion, as to the contingencies described in this Section 5.1 within the time periods set forth below:

(1) On or before the Closing Date, Buyer shall have determined, in its sole discretion, that it is satisfied with (a) the results of and matters disclosed by Buyer's Investigations, engineering inspections, hazardous substance and environmental reviews of City Parcel and (b) all other inspections and due diligence regarding City Parcel, including any Due Diligence Materials.

(2) On or before the Closing Date, Buyer shall have received from Title an irrevocable commitment to issue a title insurance policy for City Parcel in a form and substance satisfactory to Buyer in Buyer's sole discretion, not disclosing any encumbrance not acceptable to Buyer in Buyer's sole discretion.

(3) On or before the Closing Date, Buyer shall have determined that it is satisfied with the books and records in the City's possession, if any, including site plans, surveys, engineering or environmental reports associated with City Parcel.

(4) On or before the Closing Date, Buyer shall have approved the forms of all closing documents.

(5) On or before the Closing Date, the City shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by the City.

(6) All representations and warranties of the City contained in this Agreement shall be accurate as of the Closing Date.

The foregoing contingencies are for Buyer's sole and exclusive benefit and one (1) or more may be waived in writing by Buyer in its sole discretion. The City shall reasonably cooperate with Buyer's efforts to satisfy such contingencies, at no out of pocket cost to the City or assumption of any obligation or liability by Buyer except as otherwise provided herein. If any of the foregoing contingencies have not been satisfied on or before the applicable date, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to the City.

B. If Buyer elects not to exercise any of the contingencies set out herein, such election may not be construed as limiting any representations or obligations of the City set out in this Agreement, including, without limitation, any indemnity or representations with respect to environmental matters.

5.2. **The City's Contingencies.** The City's obligation to proceed to Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

A. On or before the Closing Date, Buyer shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by Buyer prior to the Closing Date.

B. On or before the Closing Date, all representations and warranties of Buyer contained in this Agreement shall be accurate as of the Closing Date.

C. On or before the Closing Date, Buyer shall have cured any default of its obligations under this Agreement, not otherwise waived by the City.

If any contingency contained in this Section 5.2 has not been satisfied on or before the date described herein, and if no date is specified, then the Closing Date, then this Agreement may be terminated by written notice from the City to Buyer. If termination occurs all documents deposited by Buyer shall be immediately returned to Buyer and all documents deposited by the City shall be immediately returned to the City and neither party will have any further rights or obligations with respect to this Agreement or City Parcel, except for such obligations that survive termination of this Agreement. All the contingencies in this Section 5.2 are specifically for the benefit of the City, and the City shall have the right to waive any contingency in this Section 5.2 by written notice to Buyer.

6. **Closing.** The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on or before August 1, 2026 (the "Closing Date") at Title. The City agrees to deliver legal and actual possession of City Parcel to Buyer on the Closing Date, as the same may be extended.

6.1. **The City's Closing Documents and Deliveries.** On the Closing Date, the City shall execute and/or deliver, as applicable, to Buyer the following:

A. **Quit Claim Deed.** A quit claim deed conveying title to City Parcel to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances (the "Deed").

B. **Recertification of Representations and Warranties.** The City shall provide Buyer with a certificate recertifying that the representations and warranties set forth in Section 9 of this Agreement are true and correct as of the Closing Date.

C. **FIRPTA Affidavit.** An affidavit of the City certifying that the City is not a "foreign person", "foreign partnership", foreign trust", "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

D. **Settlement Statement.** A settlement statement with respect to this transaction.

E. **General Deliveries.** All other documents reasonably determined by Title to be necessary to transfer City Parcel to Buyer and to evidence that the City (a) has satisfied all monetary indebtedness with respect thereto, (b) has obtained such termination statements or releases from such secured creditors as may be necessary to ensure that City Parcel

is subject to no monetary liens, (c) has obtained all consents from third parties necessary to effect the City's performance of the terms of this Agreement, including, without limitation, the consents of all parties holding an interest in City Parcel, (d) has provided such other documents as are reasonably determined by Title to be necessary to issue policies of title insurance to Buyer with respect to City Parcel with the so-called "standard exceptions" deleted, and (e) has duly authorized the transactions contemplated hereby.

6.2. **Buyer' Closing Documents and Deliveries.** On the Closing Date, Buyer shall execute and/or deliver, as applicable, to the City the following:

A. **Payment of Purchase Price.** The Purchase Price, in accordance with the terms of Section 1.2.

B. **Buyer's Affidavit.** A standard owner's affidavit (ALTA form) from Buyer which may be reasonably required by Title to issue an owner's policy of title insurance with respect to City Parcel with the so-called "standard exceptions" deleted.

C. **Settlement Statement.** A settlement statement with respect to this transaction.

D. **General Deliveries.** All other documents reasonably determined by Title to be necessary to evidence that Buyer have duly authorized the transactions contemplated hereby and evidence the authority of Buyer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant to this Agreement, or may be required of Buyer under applicable law, including any purchaser's affidavits or revenue or tax certificates or statements.

7. **Prorations.** The City and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

7.1. **Title Evidence and Closing Fee.** The City shall pay all costs of the Commitment with respect to City Parcel. Buyer will pay all costs of all premiums for any title insurance policy it desires with respect to City Parcel. Buyer and the City shall each pay one half (1/2) of any reasonable closing fee or charge imposed by Title.

7.2. **Transfer Taxes.** The City shall pay all state deed tax regarding the Deed.

7.3. **Recording Costs.** The City shall pay the cost of recording all documents necessary to cure any Objections, as hereinafter defined. Buyer shall

pay all recording costs with respect to the recording of the Deed and other documents necessary to effectuate closing.

7.4. **Real Estate Taxes and Special Assessments.** General real estate taxes applicable to any of City Parcel due and payable in the year of Closing shall be prorated between the City and Buyer on a daily basis as of 12:00 a.m. CT on the Closing Date based upon a calendar fiscal year, with the City paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date and subsequent thereto. The City shall pay in full all special assessments (and charges in the nature of or in lieu of such assessments) certified, levied, pending, postponed or deferred, or constituting a lien against City Parcel with respect to any of City Parcel as of the Closing Date. Buyer shall be responsible for any special assessments that are levied or become pending against City Parcel after the Closing Date.

7.5. **Survey.** Buyer may obtain and pay for a Survey.

7.6. **Attorneys' Fees.** The City and Buyer shall each pay its own attorneys' fees incurred in connection with this transaction, except as otherwise specifically set forth in this Agreement.

7.7. **Survival.** The obligations set forth in this Section 7 survive the Closing.

8. **Title Examination.** (i) Within seven (7) days following the Effective Date, the City shall, at the City's expense, order a current and updated title commitment for an owner's title insurance policy issued by Title for City Parcel, and copies of all encumbrances described in the commitment (the "Commitment"); and, if desired, (ii) within thirty (30) days following the Effective Date, Buyer may at its sole option obtain, at Buyer's expense, an ALTA-certified survey bearing the legal description of City Parcel, and showing the area, dimensions and location of City Parcel and the matters shown in the Commitment (the "Survey" and, together with the Commitment, the "Title Evidence").

8.1. **Buyer's Objections.** Within thirty (30) days after Buyer's receipt of a Survey, Buyer may make written objections ("Objections") to the form or content of the Title Evidence. Any matters reflected on the Title Evidence which are not objected to by Buyer within such time period or waived by Buyer in accordance with Section 8.2(B) shall be deemed to be permitted encumbrances ("Permitted Encumbrances"). Notwithstanding the foregoing, the following items shall be deemed Permitted Encumbrances: (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any; (b) Reservation of minerals or mineral rights by the State of Minnesota, if any; (c) Utility and drainage easements; and (d) Applicable laws, ordinances, and regulations. Buyer shall have the renewed right to object to the Title Evidence as the same may be revised or endorsed from time to time.

8.2. **The City's Cure**. The City shall be allowed twenty (20) days after the receipt of Buyer' Objections to cure the same but shall have no obligation to do so. If such cure is not completed within said period, or if the City elects not to cure such Objections, Buyer shall have the option to do any of the following:

- A. Terminate this Agreement with respect to all of City Parcel.
- B. Waive one or more of its objections and proceed to Closing.

9. **Warranties and Representations**.

9.1. **By the City**. The City warrants and represents the following to Buyer and acknowledges that Buyer have relied on such representations and warranties in agreeing to enter into this Agreement:

A. This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms. The City has been duly formed under the laws of the State of Minnesota and is duly qualified to transact business in the jurisdiction in which City Parcel 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 the City pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by the City pursuant hereto have each been duly authorized by all necessary action on the part of the City and such execution, delivery and performance does and will not conflict with or result in a violation of the City's organizational agreement or any judgment or order.

B. The execution, delivery and performance by the City 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 the City, 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 the City is a party or by which it or any of its properties may be bound.

C. To the City's knowledge, except as contemplated herein, no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or authority, or any other entity, is required on the part of the City to authorize, or is required in connection with, the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of, this Agreement.

D. To the City's knowledge, there are no actions, suits or proceedings pending or threatened against or affecting the City or any of its properties, before any court or arbitrator, or any governmental department, board, agency or other instrumentality which in any of the foregoing (a) challenges the legality, validity or enforceability of this Agreement, or (b) if determined adversely to the City, would have a material adverse effect on the ability of the City to perform its obligations under this Agreement.

E. The City has not received written notice, and has no knowledge, of (a) any pending or contemplated annexation or condemnation proceedings, or purchase in lieu of the same, affecting or which may affect all or any part of City Parcel, (b) any proposed or pending proceeding to change or redefine the zoning classification of all or any part of City Parcel, (c) any proposed changes in any road patterns or grades which would adversely and materially affect access to the roads providing a means of ingress or egress to or from all or any part of City Parcel, or (d) any uncured violation of any legal requirement, restriction, condition, covenant or agreement affecting all or any part of City Parcel or the use, operation, maintenance or management of all or any part of City Parcel.

F. To the City's knowledge, there are no wells, underground or above ground storage tanks of any size or type, or sewage treatment systems located on any portion of City Parcel. To the City's knowledge, there has been no methamphetamine production on or about any portion of City Parcel. To the City's knowledge, the sewage generated by City Parcel, if any, goes to a facility permitted by the Minnesota Pollution Control Agency and there is no "individual sewage treatment system" (as defined in Minnesota Statutes § 115.55, Subd. 1(g)) located on City Parcel.

G. The City is not a "foreign person," "foreign corporation," "foreign trust," "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code.

H. To the City's knowledge, except as may be disclosed as part of the Due Diligence Materials, (i) no condition exists on City Parcel that may support a claim or cause of action under any Environmental Law (as defined below) and there are no Hazardous Substances (as defined below) on City Parcel, (ii) there has been no release, spill, leak or other contamination or otherwise onto City Parcel, and (iii) there are no restrictions, clean ups or remediation plans regarding City Parcel. To the City's knowledge, except as may be disclosed as part of the Due Diligence Materials, there is no buried waste or debris on any portion of City Parcel. "Environmental Law" shall mean (a) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601-9657, as amended, or any similar state law or local ordinance, (b) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., (c) the

Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., (d) the Clean Air Act, 42 U.S.C. § 7401, et seq., (e) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., (f) the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., (g) any law or regulation governing aboveground or underground storage tanks, (h) any other federal, state, county, municipal, local or other statute, law, ordinance or regulation, including, without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01, et seq., (i) all rules or regulations promulgated under any of the foregoing, and (j) any amendments of the foregoing. "Hazardous Substances" shall mean polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, and shall include, without limitation, substances defined as "hazardous substances," "toxic substances," "hazardous waste," "pollutants or contaminants" or similar substances under any Environmental Law.

I. There are no leases or tenancies with respect to City Parcel that will not be terminated as of the Closing Date. There are no unrecorded agreements or other contracts of any nature or type relating to, affecting or serving City Parcel.

J. There will be no indebtedness or sums due attributable to City Parcel which will remain unpaid after the Closing Date.

As used in this Agreement, the term "to the City's knowledge" shall mean and refer to only the current actual knowledge of the designated representative of the City and shall not be construed to refer to the knowledge of any other officer, manager, director, agent, authorized person, employee or representative of the City, or any affiliate of the City, or to impose upon such designated representative any duty to investigate the matter to which such actual knowledge or the absence thereof pertains, or to impose upon such designated representative any individual personal liability. As used herein, the term "designated representative" shall refer to Samantha Pierret. The City represents and warrants that the foregoing individual is the representative of the City most knowledgeable regarding City Parcel.

The representations, warranties and other provisions of this Section 9.1 shall survive Closing; provided, however, the City shall have no liability with respect to any breach of a particular representation or warranty if Buyer shall fail to notify the City in writing of such breach within two (2) years after the Closing Date, and provided further that the City shall have no liability with respect to a breach of the representations and warranties set forth in this Agreement if Buyer has actual knowledge of the City's breach thereof prior to Closing and Buyer consummate the acquisition of City Parcel as provided herein.

Buyer acknowledge and agree that, except as expressly specified in this Agreement and/or in any documents executed and delivered by the City at Closing, the City has not made, and the City hereby specifically disclaims, any representation, warranty or covenant of any kind, oral or written, expressed or implied, or rising by operation of law, with respect to City Parcel, including, but not limited to, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, physical or environmental condition, utilities, valuation, governmental approvals, the compliance of City Parcel with governmental laws, or any other matter or item regarding the physical condition of City Parcel. Buyer agrees that except as expressly specified in this Agreement and/or in any documents executed and delivered by the City at Closing, Buyer shall accept City Parcel and acknowledges that the sale of City Parcel as provided for herein is made by the City on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. The limitations set forth in this paragraph shall survive the Closing and shall not merge in the deed.

9.2. **By Buyer.** Buyer warrant and represent the following to the City, and acknowledges that the City has relied on such representations and warranties in agreeing to enter into this Agreement:

A. Buyer have all requisite authority to enter into this Agreement and to perform all of their obligations under this Agreement.

B. The execution, delivery and performance by Buyer 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 Buyer, (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 Buyer are a party or by which they or any of their properties may be bound.

The representations, warranties and other provisions of this Section 9.2 shall survive Closing; provided, however, Buyer shall have no liability with respect to any breach of a particular representation or warranty if the City shall fail to notify Buyer in writing of such breach within two (2) years after the Closing Date.

10. **Further Assurances.** From and after the Closing Date, the City agrees to execute, acknowledge and deliver to Buyer such other documents or instruments of transfer or conveyance as may be reasonably required to carry out its obligations pursuant to this Agreement.

11. **Additional Obligations of Buyer.** On or before October 31, 2026, Buyer shall complete the process for combining City Parcel and Bohn Parcel into one tax parcel and provide evidence to the satisfaction of the City that City Parcel and Bohn Parcel have been successfully combined into one tax parcel. Buyer's failure to perform this

obligation will result in a breach of this Agreement and the City shall be entitled to seek any and all legal remedies. This provision shall survive Closing.

12. **Commissions.** Each party represents that all negotiations on its behalf relative to this Agreement and the transactions contemplated by this Agreement have been carried on directly between the parties, without the intervention of any party as broker, finder or otherwise, and that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Agreement.

13. **Notice.** Any notice to be given by one party hereto shall be personally delivered (including messenger delivery), by email at the address set forth below, or be sent by registered or certified mail, or by a nationally recognized overnight courier which issues a receipt, in each case postage prepaid, to the other party at the addresses in this Section (or to such other address as may be designated by notice given pursuant to this Section), and shall be deemed given upon personal delivery, three (3) days after the date postmarked, one (1) business day after delivery to such overnight courier, or immediately upon personal delivery or delivery by email. Attorneys for each party shall be authorized to give and receive notices for each such party.

If to the City: City of South St. Paul
 125 Third Avenue North
 South St. Paul MN 55075
 Attn: Ryan Garcia, City Administrator
 Email: rgarcia@southstpaul.org

with a copy to: Korine L. Land
 LeVander, Gillen & Miller, P.A.
 1305 Corporate Center Drive, Suite 300
 Eagan, MN 55121
 Email: kland@levander.com

If to Buyer: Karl Bohn
 7000 McColl
 PO Box 380
 Savage, MN 55378

14. **Default; Remedies.** In addition to the rights granted to the parties pursuant to Minn. Stat. Sec. 559.21, if either the City or Buyer fail to perform any of its obligations under this Agreement in accordance with its terms, and such failing party does not cure such failure within thirty (30) days after written notice thereof from the other party (provided that no notice or cure period shall be required for obligations to be performed at Closing), then the other party shall have the right to terminate this Agreement by giving the failing party written notice of such election. In the event that Buyer fail to combine the lots pursuant to Section 11 of this Agreement and fail to request and receive additional time, the City at its option, may declare a termination in favor of the City of the title and

all of the rights and interests in and to the City Parcel conveyed to Buyer. In such circumstances, all title, rights and interests of applicable Buyer and any assigns or successors in interest to and in the City Parcel, shall revert to the City for the same purchase price paid by Buyer. This provision shall survive Closing. In any action or proceeding to enforce this Agreement or any term hereof, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

15. **Cumulative Rights.** No right or remedy conferred or reserved to the City or Buyer is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative in and in addition to every other right or remedy existing at law, in equity or by statute, now or hereafter.

16. **Assignment.** Buyer may not assign its rights and obligations under this Agreement, without the written consent of the City.

17. **Entire Agreement; Modification.** This written Agreement constitutes the complete agreement between the parties with respect to this transaction and supersedes any prior oral or written agreements between the parties regarding this transaction. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties.

18. **Binding Effect; Survival.** This Agreement binds and benefits the parties and their respective successors and assigns. All representations and warranties, and indemnification obligations of the parties hereto shall survive the Closing.

19. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

20. **Rules of Interpretation.** The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof. References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

21. **Titles of Sections.** Any titles of the sections, or any subsections, of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

22. **Counterparts; Facsimiles.** This Agreement may be executed in any number of counterparts, and all of the signatures to this Agreement taken together shall constitute one and the same agreement, and any of the parties hereto may execute such agreement by signing any such counterpart. Facsimile or "PDF" signatures on this Agreement shall be treated as originals until the actual original signatures are obtained.

23. **Represented by Counsel.** Each party has had the opportunity to be represented and advised by counsel in the transaction contemplated hereby.

24. **Time of the Essence**. Time is of the essence of this Agreement.

25. **Termination**. Upon termination of this Agreement, neither the City nor Buyer shall have any further rights or obligations to the other party, except for such obligations as survive termination of this Agreement.

[remainder of page intentionally left blank]

IN AGREEMENT, the parties hereto have hereunto set their hands as of the Effective Date.

SELLER:
THE CITY OF SOUTH ST. PAUL

By _____
James P. Francis
Its Mayor

By _____
Deanna Werner
Its City Clerk

BUYER:



Karl Bohn

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

Case Type: Civil Other/Miscellaneous

Judicial Officer: Karen Asphaug

City of South St. Paul,
a Minnesota municipal corporation,

Court File No.: 19HA-CV-18-2628

Plaintiff,

vs.

MEDIATED SETTLEMENT

Michael D. Amundson, a single person,
Joseph W. Relf, a married person
and Blacktop Pro's LLC,
a Minnesota limited liability company,

AGREEMENT

Defendants,

and

Joseph W. Relf, a married person
and Blacktop Pro's LLC,
a Minnesota limited liability company,

Third-Party Plaintiffs,

vs.

Joe Amundson, John Doe, Mary Roe, ABC
Corp., and XYZ LLC,

Third-Party Defendants.

The parties in the above-entitled action have engaged the mediation services of Gilbert Mediation Center, Ltd. on this 21st day of November 2019. The parties have voluntarily appeared at mediation and are represented by the undersigned attorneys. The parties have entered into an agreement to voluntarily mediate the dispute between them and have engaged in settlement discussions between the mediator and their counsel. The parties have been advised to consult an attorney for legal advice before signing this Mediated Settlement Agreement and the parties have been separately advised of their rights and interest in this matter and have decided to voluntarily enter into this Mediated Settlement Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. BINDING AGREEMENT: Pursuant to Minn. Stat. § 572.35, this Mediated Settlement Agreement will serve to memorialize all of the material terms and conditions of settlement and is fully binding on the parties. The parties are hereby advised that (a) the mediator has no duty to protect their interests or provide them with information about their legal rights; (b) signing this mediated settlement agreement may adversely affect their legal rights; and (c) they should consult with an attorney before signing a mediated settlement agreement if they are uncertain of their rights.
2. There will or may be some additional documentation required to be prepared and signed, and the parties agree to cooperate in good faith to obtain and sign those documents.
3. The parties agree to mutually release each other, their agents, officers, and employees in full satisfaction of any and all claims, counter-claims, and cross claims, known or unknown, that they may have against each other.
4. The Defendants will pay to the Plaintiff the sum of \$100,000.00 within 20 days of today's date as follows: Michael Amundson and State Farm Insurance in the sum of \$62,500.00; Joseph Relf and Blacktop Pro's, LLC in the sum of \$35,000.00; and Joe Amundson in the sum of \$2,500.00.

If the Defendants fails to pay said sum when due, upon 10 days' written notice to Plaintiff and their counsel, this stipulation may be filed with the Court and a judgment may be entered according to the terms and conditions of this Mediated Settlement Agreement entered into pursuant to Minnesota Statute Sec. 572.35.

5. Upon payment and fulfillment of the obligations contained herein, a Stipulation of Dismissal with Prejudice will be filed with the District Court dismissing this case without further cost or expenses to any of the parties; or

6. This agreement is governed by the laws of Minnesota.

7. The parties agree to abide by the terms of their Mediated Settlement Agreement and to pay their mediation fees according to the separate Mediation Agreement that was signed by the parties.

8. The form of this agreement has been prepared for the convenience of the parties by the mediator, and is approved by the undersigned parties and their counsel. The mediator has no duty to protect the interests of either party or to provide them with any information about their legal rights and has not so advised either of the parties or their counsel. The mediator has not given any legal advice to any of the parties or their counsel.

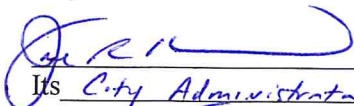
ADDITIONAL TERMS AND CONDITIONS

9. The City shall grant an Encroachment Agreement for the benefit of Michael Amundson's property (Lot 3 Block 18, Riverside Park Addition) to allow the existing deck and shed to encroach onto the City's property (Lot 2, Lot 18, Riverside Park Addition) to the extent of the current encroachment. The deck and shed may be removed or replaced but shall not be allowed to expand or encroach any further onto the City's property.

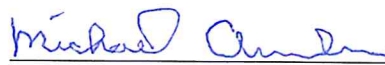
10. Michael Amundson will agree to execute a Temporary Construction Easement for the City to perform remediation and slope stabilization.

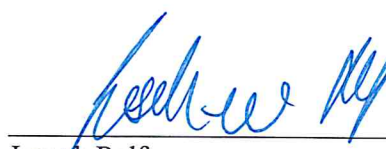
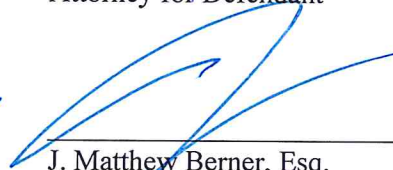
11. This Agreement is subject to the approval of the South St. Paul City Council.

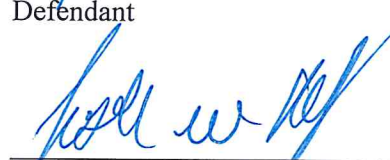
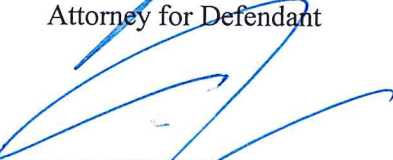
City of South St. Paul

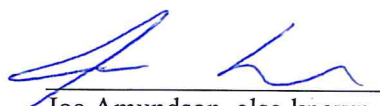
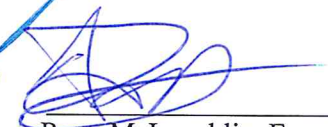
 Date 11/21/19
Its City Administrator
Print Name Joe L. Hanson
Plaintiff

 Date 11-21-19
David Sienko/Korine Land, Esq.
Attorney for Plaintiff

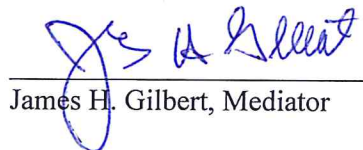
 Date 11/21/19  Date 11/21/19
Michael Amundson
Defendant
Kevin Gray, Esq./Steven Bader, Esq.
Attorney for Defendant

 Date 11-21-19  Date 11/21/19
Joseph Relf
Defendant
J. Matthew Berner, Esq.
Attorney for Defendant

 Date 11-21-19  Date 11/21/19
Blacktop Pro's, LLC
By Joseph Relf, its Owner
Defendant
J. Matthew Berner, Esq.
Attorney for Defendant

 Date 11-21-19  Date 11/21/19
Joe Amundson, also known as Joseph
Amundson
Third-Party Defendant
Ryan McLaughlin, Esq.
Attorney for Third-Party Defendant

Witness Execution of Mediated Settlement Agreement

 Date 11/21/19
James H. Gilbert, Mediator

Receipt:# 697603

3397818

AGREE \$46.00



Return to:
SIMPLIFILE
5072 NORTH 300 W

Recorded on: 9/14/2020 9:54 AM

By: CGK, Deputy

PROVO UT 84604

Office of the County Recorder
Dakota County, Minnesota
Amy A. Koethe, County Recorder

**ENCROACHMENT AGREEMENT
357 – 1st AVENUE SOUTH
IN THE CITY OF SOUTH ST. PAUL
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT (“Agreement”) is made, entered into and effective this 8th day of Sept., 2020, by and among the City of South St. Paul, a Minnesota municipal corporation (“City”) and Michael D. Amundson, a single person (“Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

1.1 City. “City” means the City of South St. Paul, a Minnesota municipal corporation.

1.2 City Property. “City Property” means the following real property located in the City of South St. Paul, Dakota County, Minnesota:

Lot 2, Block 18, Riverside Park Addition.

1.3 Landowner Property. “Landowner Property” means the following real property located in the City of South St. Paul, Dakota County, Minnesota:

Lot 3, Block 18, Riverside Park Addition.

1.4 Landowner. “Landowner” means Michael D. Amundson, a single person and his successors and assigns.

1.5 Landowner Encroaching Improvements. “Landowner Encroaching Improvements” means the portions of Landowner’s existing deck and shed depicted on Exhibit A, attached hereto and incorporated herein, that are located on City Property.

1.6 Maintain. As used in this Agreement with respect to the Landowner Encroaching Improvements, “Maintain” and derivations thereof means to upkeep and repair in accordance with relevant City ordinances and regulations applicable to such structures.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. The Landowner Property is improved with Landowner Encroaching Improvements.

Recital No. 3. The City Property is North of and abuts the Landowner Property.

Recital No. 4. Landowner Encroaching Improvements are on the City Property.

Recital No. 5. Pursuant to Condition 9 of the Mediated Settlement Agreement executed on November 21, 2019, attached hereto as Exhibit B, and subject to the terms and conditions of this Agreement, the City will allow the Landowner Encroaching Improvements to remain on the City Property.

ARTICLE 3 **AGREEMENTS**

3.1 Use and Maintenance of Landowner Encroaching Improvements. Under the terms and conditions stated herein, Landowner shall have the right to enjoy the use of the Landowner Encroaching Improvements, including reasonable ingress and egress from the Landowner Encroaching Improvements. Landowner shall, at Landowner’s expense, maintain the Landowner Encroaching Improvements.

3.2 No Additional Structures or Expansion. The Landowner Encroaching Improvements shall not be relocated, moved or expanded such that any further or different encroachment onto the City Property occurs. Landowner shall not place any other structures, retaining walls, irrigation systems, buildings, fences, landscaping, trees or shrubs within the footprint of Landowner Encroaching Improvements or elsewhere on City Property. If Landowner removes the Landowner Encroaching Improvements that are depicted on Exhibit A and they are not replaced for a period of one year, Landowner shall not thereafter replace the Landowner Encroaching Improvements and this Agreement as it relates to the removed Landowner Encroaching Improvements shall terminate.

3.3 City Not Responsible for Landowner Encroaching Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Encroaching Improvements.

3.4 Continuing Right to City Property. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Property.

3.5 Subordinate Position Of Landowner Encroaching Improvements. The Landowner Encroaching Improvements are subordinate to the rights of the City in the City Property.

3.6 Risk of Loss. Landowner understands and agrees that the Landowner Encroaching Improvements on the City Property may be damaged by the City's use of the City Property. The parties agree that the City is not responsible for such events and provided the City did not act intentionally or recklessly to damage Landowner Encroaching Improvements, the City shall have no liability to Landowner for such events. Landowner assumes the risk of installing the Landowner Encroaching Improvements on City Property. City shall use its best efforts to give notice to Landowner of any potential damage to Landowner Encroaching Improvements prior to City's use on City Property.

3.7 Emergency. If the City determines in its sole discretion that an emergency exists on the City Property and Landowner Encroaching Improvements interfere with the City's ability to remedy or control such emergency, the City, without giving notice to the Landowner may remove all or portions of Landowner Encroaching Improvements in order to address the emergency. City shall not be responsible for any loss to Landowner for such actions.

3.8 Remedies. If the Landowner fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity.

3.9 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on his part to be observed or performed under this Agreement.

3.10 Recording. This Agreement shall be recorded with the Dakota County Recorder's Office against both the Landowner Property and the City Property.

3.11 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and the City Property and shall be binding upon the heirs, successors, administrators and assigns of the parties for so long as the Landowner Encroaching Improvements remain on the City Property.

3.12 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another; waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement; waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other; or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

3.13 Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota. Any action shall be venued in Dakota County, Minnesota.

3.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

3.15 Headings. The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

3.16 Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City:	City of South St. Paul Attn: City Administrator 125 Third Avenue North South St. Paul, MN 55075
-------------	--

If to Landowner:	Michael D. Amundson 357 – 1 st Avenue South South St. Paul, MN 55075
------------------	---

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above and not returned undeliverable, provided that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

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

CITY OF SOUTH ST. PAUL

James P. Francis
James P. Francis, Mayor

Christy Wilcox
Christy Wilcox, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

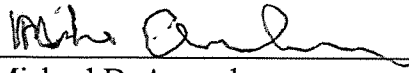
SS.



On this 8 day of September, 2020, before me a Notary Public within and for said County, personally appeared James P. Francis and Christy Wilcox, 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 in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Renee Marie Schmitt
Notary Public

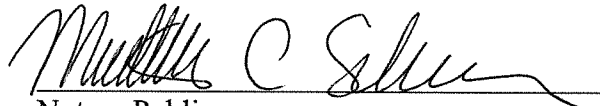
LANDOWNER


Michael D. Amundson

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me on 12 day of August, 2020, by Michael D. Amundson, a single person.




Notary Public

**This Instrument Was Drafted By
And After Recording Return To:**
Korine L. Land (#262432)
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A **DEPICTION OF LANDOWNER ENCREACHING IMPROVEMENTS**

