



CITY OF SOUTH ST. PAUL MEETING AGENDA

CITY COUNCIL

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

Monday, August 17, 2026
7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

- A. Open to Business Program and Dakota County CDA Partners
- B. Kaposia Days Social Hour
- C. Victory Outreach Minneapolis/Saint Paul Church Back to School Event
- D. SSP/WSP Knock Out Hunger 2026 Event

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 August 3rd, 2026 Council Meeting and August 13th, 2026 Special Council Meeting.
- B. Accounts Payable
- C. Business Licenses
- D. Approve an Agreement for Electrical Inspection Services with Steve Kletschka

- E. Approve Agreement for Restoration of Historic Markers
- F. Approve Quote from Cooper Mechanical and Great Northern Builders for Laundry Room Relocation to Garage Area of Fire Department
- G. Approve Agreement between Special District #6 and the City of South St. Paul for School Resource Officers.
- H. Award Tree Removal Proposal for ReLeaf Private Ash Tree Removal Program to Kaposia Tree Service
- I. Authorize Bids for Phase 2 of the Regrowing Shade Tree Planting Program
- J. Northview Aquatic Center – Guaranteed Maximum Price Amendment

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

11. GENERAL BUSINESS

- A. Conditional Use Permit and Variance for Storage Shed at 1023 Highland Avenue
- B. Conditional Use Permit for Fury Motors Off-Site Employee Parking Lot

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

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

MEETING TYPE

Regular Meeting

AGENDA ITEM

City Council Meeting Minutes of August 3rd, 2026 Council Meeting and August 13th, 2026 Special Council Meeting.

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, August 3, 2026 and the Special Meeting held on Thursday, August 13th, 2026.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 08-03-2026 Council Minutes
2. 08-13-2026 Special Meeting Minutes



SOUTH ST. PAUL CITY COUNCIL MINUTES OF AUGUST 3, 2026

1. CALL TO ORDER

Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on Monday, August 3, 2026.

2. ROLL CALL

Present: Tom Seaberg, Todd Podgorski, Matt Thompson, Joe Kaliszewski, Jimmy Francis, Lori Hansen

Absent: Pam Bakken

Staff Present:

Ryan Garcia, City Administrator
Kori Land, City Attorney
Deanna Werner, City Clerk
Brian Wicke, Chief of Police
Deb Griffith, Community Liason

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

- A. South St Paul Farmers' Market
- B. South St. Paul Armour Gate Task Force Update
- C. Election Update - August 11th, 2026 Primary

6. CITIZEN'S COMMENTS

Comments are limited to 3 minutes in length.

None

7. APPROVAL OF AGENDA

Moved by: Tom Seaberg / Joe Kaliszewski
Moved: To approve the agenda as presented.
Vote: 6 ayes / 0 nays, motion Passed

8. CONSENT AGENDA

All items listed on the Consent Agenda are items, which are considered routine and will be approved by one motion. There will be no separate discussion of these items unless requested

by a member of the governing body or citizen, in which case the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

- A. City Council Meeting Minutes, July 20, 2026 Special Meeting, July 20, 2026 Council Meeting, July 27, 2026 Special Meeting, July 27, 2026 Work Session
- B. Accounts Payable
- C. Business Licenses
- D. Water Tower Lease Amendment – T-Mobile at 4th Street
- E. 2026 Lead Service Line Replacement Project – Change Order No. 1
- F. Approve Proposal with AE2S for Final Design Services for the Well No. 4 Water Treatment Plant
- G. Approval of a Lease Agreement (130 - 134 Hardman Avenue North)
- H. Charitable Gambling Premises Permit - Spartan End Zone
- I. Authorize Application for Special Appropriation from the Minnesota Department of Employment and Economic Development
- J. ~~Accept Bids and Award Contract – Soil Surcharge Project (SSP Public Works).~~ *Removed for further discussion.*

Moved by: Joe Kaliszewski / Matt Thompson

Moved: To approve consent agenda as presented.

Vote: 6 ayes / 0 nays, motion Passed

9. ITEMS REMOVED FROM CONSENT AGENDA

- A. Accept Bids and Award Contract - Soil Surcharge Project (SSP Public Works).

Moved by: Tom Seaberg / Todd Podgorski

Moved: To Accept Bids and Award Contract - Soil Surcharge Project (SSP Public Works).

Vote: 5 ayes / 1 nays, motion Passed

10. PUBLIC HEARINGS

- A. ADA Reasonable Accommodation Request- Privacy Fence at 400 12th Avenue North

Moved by: Tom Seaberg / Matt Thompson

Moved: To Approve Resolution 2026-093, an ADA Reasonable Accommodation Request- Privacy Fence at 400 12th Avenue North

Vote: 6 ayes / 0 nays, motion Passed

11. GENERAL BUSINESS

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT

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

The meeting was adjourned at 7:59 PM.

A handwritten signature in black ink that reads "Deanna Werner". The signature is written in a cursive style and is underlined.

/s/: Deanna Werner
City Clerk



SOUTH ST. PAUL CITY COUNCIL MINUTES OF AUGUST 13, 2026

1. CALL TO ORDER

Mayor Jimmy Francis called the special meeting of the City Council to order at 6:15 PM on August 13, 2026.

2. ROLL CALL

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

Absent: Matt Thompson, Joe Kaliszewski, Lori Hansen

Staff Present: Deanna Werner, City Clerk

3. APPROVAL OF AGENDA

Moved by: Tom Seaberg / Pam Bakken

Moved: To approve the Agenda as presented.

Vote: 4 ayes / 0 nays, motion Passed

4. GENERAL BUSINESS

A. Canvass 2026 Primary Election

Moved by: Tom Seaberg / Pam Bakken

Moved: To Accept the Canvass 2026 Primary Election

Vote: 4 ayes / 0 nays, motion Passed

5. ADJOURNMENT

Moved by: Tom Seaberg / Todd Podgorski

Moved: To Adjourn

Vote: 5 ayes / 0 nays, motion Passed

The meeting was adjourned at 6:28 PM.

/s/: Deanna Werner
City Clerk



CITY COUNCIL AGENDA REPORT

DATE: August 17, 2026
DEPARTMENT: Finance
PREPARED BY: Jeff Hines
AGENDA ITEM NUMBER: 8.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Accounts Payable

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to Adopt Resolution 2026-103 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. 08-17-26 Accounts Payable Resolution
2. 08-17-26 Accounts Payable Summary Check Register
3. 08-17-26 Accounts Payable Detail Check Register

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-103

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:

157971-158088	\$ 1,151,250.41
2026255-2026269	471,429.34
801412-801417	<u>20,960.34</u>

Total	\$ 1,643,640.09
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Adopted this 17th day of August, 2026.

Deanna Werner, City Clerk

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

Council Check Summary

Page - 1

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<u>Company</u>	<u>Amount</u>
00101 GENERAL FUND	337,954.63
00213 GRANTS/DONATIONS PUBLIC W...	5,000.00
00215 GRANTS/DONATIONS PARK AND REC	2,239.00
00243 DOUG WOOG ARENA	27,133.74
00245 AIRPORT FUND	45,947.60
00280 ECON DEV GENERAL	1,575.51
00284 DEVELOPMENT	20,000.00
00318 2012 GO LOCAL IMP BONDS	6,012.50
00320 2014B GO PARK BONDS	56,875.00
00321 2015B GO PARK BONDS	27,443.75
00323 2017B GO BONDS	15,975.00
00324 2019A GO BONDS	70,725.00
00402 CAPITAL PROGRAMS FUND	11,545.38
00404 AIRPORT CAPITAL FUND	3,477.93
00415 NEW PUBLIC WORKS FACILITY	2,575.25
00440 2024 LOCAL IMPROVEMENTS	32,648.81
00441 2025 LOCAL IMPROVEMENTS	285,865.20
00494 HARDMAN TRIANGLE TIF	15,992.50
00600 UTILITY ADMINISTRATION	2,413.23
00605 WATER UTILITY	513,055.43
00606 SEWER UTILITY	1,571.98
00610 STORM WATER UTILITY	14,243.60
00615 STREET LIGHT UTILITY	30,044.13
00677 NAN MCKAY APT BLDG	35,098.48
00678 JOHN CARROLL APT BLDG	44,220.29
00703 CENTRAL GARAGE FUND	29,318.59
00709 SELF-INSURED DENTAL	4,645.46
00805 EMPLOYEE HEALTH REIMBUR	42.10
Report Totals	1,643,640.09



CITY COUNCIL AGENDA REPORT

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

MEETING TYPE

Regular Meeting

AGENDA ITEM

Business Licenses

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

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

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. City Council Report (Licenses)

City of South St Paul City Council Report

<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>
15860	The 25 Club	00017374	Charitable Gambling Exempt Permit	A	08/13/2026	12/19/2026	600 Gun Club Rd	December 18th, 2026 Raffle @ SSP Rod & Gun Club	08/17/2026
15858	Whole Health Massage, LLC	00017371	Massage Therapy	A	08/11/2026	05/31/2027	103 Concord Exchange N		08/17/2026
15859	Whole Health Massage, LLC	00017372	Massage Therapy	A	08/11/2026	05/31/2027	103 Concord Exchange N		08/17/2026
15857	William Christopher Schaefer	00017370	Rental Housing	A	08/11/2026	05/31/2027	404 1st Ave S		08/17/2026
15840	Jessica Rose Servais	00017368	Rental Housing	P	07/29/2026	05/31/2027	229 21st Ave S		08/17/2026
14660	South St. Paul Lions Club	00017373	Temp Intoxicating Liquor License	A	08/13/2026	10/04/2026	820 Southview Blvd	On The Road Again Event	08/17/2026



CITY COUNCIL AGENDA REPORT

DATE: August 17, 2026
DEPARTMENT: Building Inspections
PREPARED BY: Monika Miller, Joe Heimkes
AGENDA ITEM NUMBER: 8.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve an Agreement for Electrical Inspection Services with Steve Kletschka

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution 2026-99 approving an agreement for electrical inspection services with Steve Kletschka

OVERVIEW

The majority of permits issued by the City of South St. Paul are inspected "in house" by the Chief Building Official and the Building Inspector. The exception to this is electrical permits, which are inspected by a State-licensed inspector the City contracts with. In 2025, the City entered into an agreement with Steve Kletschka for electrical inspection services after the previous electrical inspector retired. The City has been happy with Steve's performance and would like to extend the agreement for services with him through December 31, 2027.

Staff recommends the City Council approve the attached agreement with Steve Kletschka for electrical inspection services.

SOURCE OF FUNDS

80% of the proceeds from the electrical permit fees are used to pay the electrical inspector. The remaining 20% goes into the City General Fund.

ATTACHMENTS

1. Resolution 2026-99- Approve Agreement for Electrical Inspections
2. Agreement with Steve Kletschka

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-99

**RESOLUTION APPROVING AN AGREEMENT FOR ELECTRICAL INSPECTIONS
WITH STEVE KLETSCHKA**

WHEREAS, the City Council first approved a contract with an electrical inspector in 2007; and

WHEREAS, the City Council intends to continue utilizing a contracted electrical inspector for electrical inspection services; and

WHEREAS, the City Council has reviewed and considered an agreement between the City of South St. Paul and Steve Kletschka for electrical inspection services;

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

1. That the Agreement and transactions contemplated thereby be and are approved.
2. That the approval hereby given includes approval of such modifications as may be necessary, appropriate, and approved by the City Attorney prior to its execution.
3. That the Mayor and the City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City.

Adopted this 17th day of August, 2026.

City Clerk

AGREEMENT

THIS AGREEMENT (Agreement) is made as of 8/11/20, by and between the City of South St. Paul (the City), a Minnesota municipal corporation, and Steve Kletschka (the Inspector).

The City and the Inspector in consideration of the mutual covenants contained herein and other good and valuable consideration, agree as follows:

SECTION 1. INSPECTION SERVICES.

The inspection services to be provided by the Inspector are described in a general way on Exhibit A.

SECTION 2. CONTRACT DOCUMENTS.

The documents which make up the complete Agreement between the City and the Inspector are listed in Exhibit B.

SECTION 3. DUTIES AND OBLIGATIONS.

The Inspector shall commence performance of his duties and obligation pursuant to the terms of this Agreement, as specified on Exhibit C.

SECTION 4. PAYMENT.

Payments shall be made by the City to the Inspector in accordance with the schedule contained in Exhibit D.

SECTION 5. COMPLIANCE WITH LAWS AND STANDARDS.

- a) The Inspector shall comply with all applicable federal and state statutes and regulations as well as local ordinances in effect during the term of this Agreement.
- b) The Inspector specifically represents that the Inspector is fully authorized, or licensed to furnish the services pursuant to this Agreement. Inspector to provide copy of state license.
- c) Failure to meet the requirements of clauses (a) and (b), above, may be cause for City to cancel this Agreement, in addition to any other remedies in this Agreement or otherwise available in law or equity.

SECTION 6. INSURANCE.

The Inspector shall purchase, with the Inspector's own funds, and maintain throughout the term of this Agreement the minimum types and amounts of insurance set forth in Exhibit E. Inspector to provide copy of insurance certificate.

SECTION 7. INDEMNITY.

The Inspector agrees to defend, indemnify, and hold harmless the City, its elected officials, officers and employees, against any and all liability, loss, costs, damages, and expenses which the City, its elected officials, officers, or employees, may hereafter sustain, incur, or be required to pay, arising out of the Inspector's performance or failure to perform his obligations pursuant to this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR STATUS.

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures or associates between the parties hereto or as constituting the Inspector as the employee of the City for any purpose or in any manner whatsoever. The Inspector is to be and shall remain an independent contractor with respect to the performance of all Inspector's obligations under this Agreement.

SECTION 9. NONDISCRIMINATION.

The Inspector agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders with regard to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age.

SECTION 10. MINNESOTA LAW TO GOVERN.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.

SECTION 11. DATA PRIVACY.

For purposes of this Agreement all data collected, created, received, maintained, or disseminated shall be governed by the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted.

SECTION 12. TERM; TERMINATION.

- (a) This Agreement shall become effective on the last date it is executed by one of the parties and shall remain in effect until December 31, 2027, unless terminated earlier as provided in this Section.
- (b) If the Inspector is in default of any material obligation under this Agreement, the City may terminate this Agreement by 30 days written notice to the Inspector, unless within that time the default is cured or arrangements satisfactory to the City for correcting the default have been made by the Inspector.
- (c) In addition, the City may terminate this Agreement for its convenience and without cause by 30 days written notice to the Inspector.
- (d) No termination shall limit or otherwise affect the respective rights and obligations of the parties accrued prior to the date of termination.

SECTION 13. EXHIBITS.

All exhibits referred to in this Agreement are incorporated herein by reference and are made a part hereof as if they were included in the text hereof.

CITY OF SOUTH ST. PAUL

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
City Clerk

STEVE KLETSCHKA

Dated: 8/1/26

By: Steve Kletschka

EXHIBIT A

TASKS

- 1) Electrical Inspection Services of electrical work which is permitted within the City according to the City Code.

EXHIBIT B

CONTRACT DOCUMENTS

- 1) This Agreement (including all Exhibits).
- 2) Inspector's Insurance Certificate.

EXHIBIT C

DUTIES AND RESPONSIBILITY

- 1) The Inspector shall provide electrical inspection service by performing onsite inspection of all new, remodeling, and alteration construction in the City on all residential, commercial, industrial and agricultural structures in accordance with all City Codes and the National Electric Code.
- 2) The Inspector shall keep records of inspection, repair notices and red tags and maintain contact with the Chief Building Official. The inspector shall issue and attach final inspection tags upon final acceptance.
- 3) The Inspector shall submit monthly records of inspections for payment of all final inspections and partial inspections for large commercial or industrial structures.
- 4) The Inspector is empowered, at the Inspector's own cost and expense, to employ, subject to the approval of the City Clerk, any assistant inspectors and clerical assistants necessary for the proper conduct of his duties and obligations.
- 5) The Inspector shall be a Minnesota State Certified Electrical Inspector. Any assistant shall meet the same requirements.
- 6) The Inspector's services shall be provided in a timely manner in the City of South St. Paul. Regular and responsive communication with City staff must be maintained to ensure the prompt delivery of inspection services.
- 7) The Inspector should keep regular hours (7:00 a.m. to 8:30 a.m.) on regular business days in order to answer questions from citizens and contractors. The remainder of the regular business day shall be devoted to inspections.
- 8) The Inspector shall have a voice telephone answering machine to allow citizens and contractors to leave messages when the Inspector is unable to answer the phone.
- 9) The Inspector, or any of his assistants, shall not engage in the sale, installation or maintenance of electrical equipment, directly or indirectly, and shall have no financial interest in any concern engaged in such business in the City.

EXHIBIT D

PAYMENT SCHEDULE

- 1) The City shall pay the Inspector 80% of the permit fees for electric work collected by the City upon final inspection, or partial inspection in the case of large commercial or industrial structures.
- 2) Invoices for payment shall be submitted by Inspector on a monthly basis.
- 3) All payments shall be made within thirty (30) days from receipt of invoice from Inspector.

EXHIBIT E

INSURANCE

The Inspector shall obtain and maintain until the completion of this agreement and its final acceptance by the owner, at Inspector's own cost and expense, the following minimum insurance coverages with insurance companies licensed in the State of Minnesota and shall provide a certificate of insurance in form acceptable to the Owner as evidence of such coverages.

A	<u>Types of Insurance</u> (On an occurrence basis)	Limits of Liability
1.	Commercial General Liability (including) a. Comprehensive form b. Premises - completed operations c. Explosion and collapse hazard d. Underground hazard e. Contractual liability f. Broad form property damage g. Independent contractors h. Owners & contractors protective	\$1,500,000/occurrence \$2,000,000/aggregate
2.	Automobile Liability (including) a. All owned autos b. Scheduled autos c. Hired autos d. Non-owned autos	Combined single limit Each occurrence \$1,000,000
3.	Excess Umbrella Coverage	\$2,000,000/occurrence \$2,000,000/aggregate
4.	Worker's Compensation	Statutory
5.	Employer's Liability	\$500,000
6.	Professional Liability (Errors and Omissions)	\$2,000,000/act, error or omission \$2,000,000 aggregate

- B. General liability, automobile liability, and excess "umbrella" liability shall name the Owner as additional insured. The coverage afforded to the additional insured shall be primary insurance. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Inspector's liability shall not be reduced by the existence of such other insurance.
- C. General Liability, automobile liability and excess umbrella coverages shall only be on an "occurrence" basis. Professional Liability Insurance may be on a "claims-made" basis.
- 4. Professional Liability: If the Inspector is underwritten on a claims-made basis, the Retroactive Date shall be prior to or coincident with the date of this contract and the Certificate of Insurance shall state that coverage is claims made and also the Retroactive Date. The Contractor shall maintain coverage for the duration of this contract and for the two years following the completion of this contract. The Inspector shall provide the City annually a Certificate of Insurance as evidence of such insurance. It is further agreed that the Inspector shall provide the City a 30-day notice of aggregate erosion, an advance of the Retroactive Date, cancellation and/or renewal.

It is also agreed that either the Inspector or City may invoke the Extended Reporting Period Option on behalf of the other party and that Extended Reporting Period (ERP) premium shall be paid by the Inspector.

- E. All insurance policies shall provide that the Owner shall be notified in writing by the insurer of the cancellation or the restrictive amendment of the policy not less than 30 days prior to the date that the cancellation or restrictive amendment takes effect. All notices will be sent to the Owner by registered or certified mail.
- F. As used in this Exhibit E, the word "Contractor" includes the Inspector.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/26

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Truax & Associates Insurance Agency 215 Western Ave NW Faribault MN 55021		CONTACT NAME: Sienna Ellison PHONE (A/C, No, Ext): (507) 334-5850 FAX (A/C, No): E-MAIL ADDRESS: sellison.truax@gmail.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: HARTFORD UNDERWRITERS INS CO	NAIC # 30104
		INSURER B: NUTMEG INS CO	39608
		INSURER C: SFM MUT INS CO	11347
		INSURER D: HARTFORD FIRE IN CO	19682
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			41SBMAN2X7K	09/24/2024	09/24/2025	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMPIOP AGG \$ 4,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			41UECAA5381	09/24/2024	09/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			184685.201	09/24/2024	09/24/2025	PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			41OH0409277-24	10/01/2024	10/01/2025	Each Occurrence 1,000,000
							General Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SOUTH ST. PAUL

125 3RD AVE N

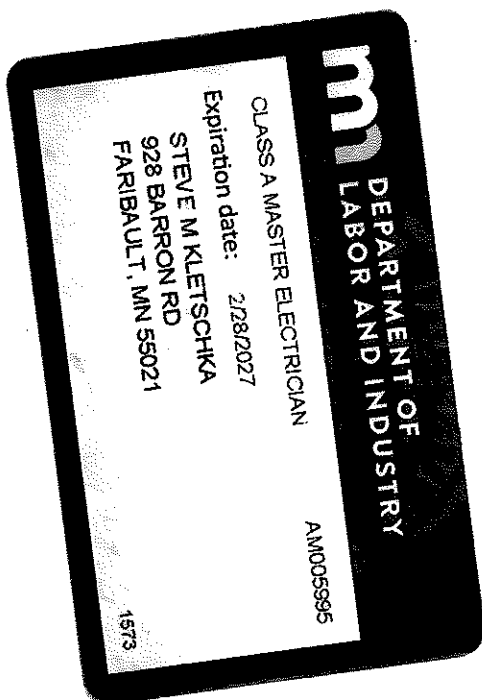
SOUTH ST. PAUL MN 55075

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sienna Ellison

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CITY COUNCIL AGENDA REPORT

DATE: August 17, 2026
DEPARTMENT: City Administrator
PREPARED BY: Ryan Garcia, Kori Land
AGENDA ITEM NUMBER: 8.E.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Agreement for Restoration of Historic Markers

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Through consent, motion to approve the agreement for restoration of historic markers as presented.

OVERVIEW

At the July 27, 2026 worksession, South St. Paul resident (and educator) Mark Westpfahl gave a presentation that outlined his interest in contributing to an effort to restore, clean, and celebrate historic markers located in particular within Lawshe Park. As discussed at the worksession, Staff including the City Attorney have resolved that a basic agreement for services would be the appropriate mechanism for granting Mr. Westpfahl the authority to undertake this effort (essentially cleaning and freshening up the finish of memorial plaques). The agreement is enclosed and is recommended for approval.

SOURCE OF FUNDS

Mr. Westpfahl has proposed to donate any labor for this effort. Any cleaning and refinishing supplies would be reimbursable through the Parks Maintenance fund; an anticipated budget is less than \$500.

ATTACHMENTS

1. Agreement for Restoration of Historic Markers 8-8-26

AGREEMENT FOR RESTORATION OF HISTORIC MARKERS

THIS AGREEMENT ("Agreement") is made and executed this ____ day of _____, 2026, ("Effective Date") by and between the City of South St. Paul ("City") and Mark Westpfahl ("Contractor").

WHEREAS, the City desires to rehabilitate and restore historic markers throughout the City ("Historic Markers"); and

WHEREAS, Contractor has the necessary skills and experience to perform the rehabilitation and restoration of the Historic Markers; and

WHEREAS, the City has accepted the proposal of the Contractor, as listed on Exhibit A; and

WHEREAS, Contractor desires to perform the services for the City under the terms and conditions set forth in this Agreement; and

WHEREAS, due to the specialty nature of the Services being performed, the willingness of the Contractor to perform the Services as a volunteer, the City agrees to provide the necessary tools, supplies and other equipment it deems necessary for Contractor to perform the Services.

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services ("Services"), as defined in the Services proposal identified on Exhibit A, incorporated herein ("Services"). (Hereinafter "Exhibit").
- b. Contractor covenants and agrees to provide the Services to the satisfaction of the City, as set forth in the Exhibit. The dates shall be adjusted to reflect the date of approval of the Agreement and other milestones thereafter.

2. PAYMENT. As consideration for providing the Services on Exhibit A, City shall pay for or provide the necessary tools, supplies, and other equipment ("Supplies") the Contractor deems necessary to perform the Services. All Supplies shall be approved by the City's designated representative.

3. TERM. The term of this Agreement begins as of the Effective Date and may be terminated pursuant to Section 6.

4. INDEMNIFICATION. Contractor 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, result from or relate to this Agreement as a direct result of the Services performed by Contractor.

5. LIABILITY. Contractor understands and agrees that the Services performed are an open and obvious danger and Contractor will assume all risks and liability of performing the Services, including damage to any of City Property or property owned by a third-party, physical injury suffered by Contractor or any of Contractor's employees, agents, representatives, assigns or any member of the public, including death or permanent disability, and any other monetary or physical damages suffered as a result of performing the Services. City shall have no liability whatsoever resulting from Contractor's Services and damages or injury that directly arise out of, result from or relate to the Services, unless such damage or injury is due to the City's gross negligence.

6. TERMINATION AND REMEDIES.

- a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party at the addresses listed in Section 7 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses incurred through the effective date of termination.
- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
- c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. In the event of a breach of the Agreement, City retains all rights at law and equity to recover damages.

7. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of South St. Paul
 125 3rd Ave. N.
 South St. Paul, MN 55075
 Attention: City Administrator

Or emailed: rgarcia@southstpaul.org

If to Contractor: Mark Westpfahl

South St. Paul, MN 55075

Or emailed: markjwestpfahl@gmail.com

8. GENERAL PROVISIONS.

- a. Publication. City reserves the right to advertise and publish photos on social media platforms, including the City's website and Facebook pages, as a result of the Services provided herein. Contractor will coordinate with the City's Communications Department regarding the publication of any photos or messages prior to Contractor instituting such publication.
- b. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- c. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- d. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- e. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.
- f. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- g. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- h. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

- i. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[Remainder of page intentionally blank]

CITY OF SOUTH ST. PAUL

James P. Francis, Mayor

Deanna Werner, City Clerk

MARK J. WESTPFAHL

Signature

Date

EXHIBIT A

SERVICES

Historical Markers Preservation Project - South St. Paul

Project Overview

The City of South St. Paul has a long and proud history that is reflected not only in its people and traditions, but also in the monuments and historical markers that commemorate those who shaped our community. These markers serve as permanent reminders of our collective past, educating residents, honoring those who came before us, and fostering a sense of civic pride.

This project proposes a community-based preservation effort focused on cleaning, restoring, and protecting several historic markers located throughout Fred Lawshe Park. The work will begin with a careful assessment of each marker, followed by restoration using nationally recognized preservation practices and materials commonly recommended for cast metal historical markers.

The project is intended to begin as a partnership between the City of South St. Paul and a single volunteer project lead. As the project progresses, additional assistance may be provided by a small team of trusted local artists, volunteers, and members of the South St. Paul Arts Council, ensuring that all restoration work is completed thoughtfully, consistently, and in accordance with accepted preservation standards.

The initial focus will be on cleaning environmental buildup from the markers, restoring deteriorated painted finishes where appropriate, and protecting each monument with a clear protective coating to help ensure its longevity. The restoration of the "In Memory Of" memorial in Fred Lawshe Park will serve as the pilot project and establish a framework for preserving additional historical markers throughout the city in the future.

EXHIBIT A

(CONT.)

Rationale and Community Impact

1. Preserves South St. Paul's History

Historic markers are more than decorative features—they are educational resources and permanent records of our community's story. Over time, exposure to weather, pollution, dirt, bird droppings, oxidation, and ultraviolet light naturally diminishes their appearance and readability. Routine preservation helps ensure these monuments continue telling their stories for future generations.

2. Protects a Community Investment

The City has invested significant resources over many years in the creation and installation of these monuments. Preventative maintenance is considerably less expensive than complete replacement or extensive restoration after years of deterioration. Addressing issues now helps extend the life of these public assets while reducing future costs.

3. Demonstrates Civic Pride

Clean, well-maintained monuments reflect a community that values its history, veterans, parks, and public spaces. Restored markers become focal points within Fred Lawshe Park and reinforce South St. Paul's commitment to honoring those who helped shape the city.

4. Creates Educational Opportunities

The restoration process itself offers opportunities to educate residents about local history, historic preservation techniques, and the importance of protecting community landmarks. Before-and-after photographs, public updates, and volunteer participation can all help engage residents with South St. Paul's rich history.

5. Encourages Community Partnerships

This project creates opportunities for collaboration among numerous community organizations, including:

- City of South St. Paul
- South St. Paul Arts Commission
- Dakota County Historical Society
- South St. Paul Historical Society
- Local artists and preservation volunteers
- Schools and community organizations

These partnerships can serve as the foundation for future preservation initiatives throughout the city.

EXHIBIT A
(CONT.)

6. Establishes a Sustainable Preservation Program

Rather than viewing this as a one-time restoration effort, the project establishes a repeatable process for periodically inspecting, cleaning, and maintaining South St. Paul's historical markers. Regular preventative maintenance will reduce long-term costs while preserving the city's historical resources.



EXHIBIT A

(CONT.)

The Fred Lawshe Park Historical Marker Preservation Phase seeks to:

- Preserve South St. Paul's historic monuments for future generations.
- Improve the readability and overall appearance of historic markers.
- Follow nationally recognized historic preservation and restoration practices.
- Protect the historical integrity and original design of each monument.
- Establish a model for future preservation efforts throughout South St. Paul.
- Encourage community stewardship of local history and public spaces.
- Develop partnerships between the City, local artists, historical organizations, and community volunteers.
- Create a long-term maintenance strategy to ensure historic markers remain in excellent condition for decades to come.

Proposed Restoration Materials

The restoration methods are based upon preservation recommendations used by historical preservation organizations and will utilize materials commonly recommended for cast metal historical markers.

Cleaning Supplies include, but are not limited to: Painter's mask, Soft bristle scrub brush, Spray bottle or bucket of water, Mild soap, Towels, Cotton rags

Surface Preparation includes: Stainless steel wire brush, 80-grit sandpaper, 120-grit sandpaper, Power sander or hand sanding block, Two-inch painter's masking tape

Restoration Materials include, Black lacquer spray paint, Clear lacquer spray paint, Lacquer thinner

All restoration work will follow accepted preservation practices, beginning with the least invasive cleaning methods and progressing to surface restoration only where appropriate. Care will be taken to preserve the original character, details, and historical integrity of each monument.

Long-Term Vision

The restoration of the "In Memory Of" memorial is envisioned as the first phase of a broader historic preservation initiative. Once procedures have been established and evaluated, similar restoration efforts could be undertaken for additional monuments, plaques, memorials, and historical markers throughout South St. Paul.

By documenting the process, developing partnerships, and establishing maintenance standards, the City can create a sustainable preservation program that protects these historical resources for future generations while fostering community pride and engagement.

EXHIBIT A (CONT.)

Conclusion

The Fred Lawshe Park Historical Marker Preservation & Restoration Project Phase represents an opportunity to invest in South St. Paul's history through thoughtful stewardship rather than replacement. By combining best practices in historic preservation with volunteer service and community partnerships, this initiative will help ensure that these monuments remain beautiful, legible, and meaningful for generations to come.

Beyond simply restoring bronze and stone, this project demonstrates that South St. Paul values the stories embedded within its public spaces. It provides a practical, cost-effective approach to preserving community heritage while encouraging civic engagement, education, and pride. If successful, this effort can serve as a model for future preservation projects throughout the city, ensuring that the landmarks telling South St. Paul's story continue to inspire residents and visitors alike.



EXHIBIT A

(CONT.)

Phase	Target Date	Action Items
1. Initial Request	April 27, 2026	Sent initial inquiry with rationale to city council and the city administrator. Follow up emails clarified more of the scope and sequence of the proposed work
2. Initial Project Meeting	June 30, 2026	Meet with City Staff to discuss project goals, legal considerations, liability, preservation standards, volunteer roles, timeline, and city approvals.
3. City Council Work Session Presentation	July 27, 2026	Present to the City Council during a public work session
4. Receive approval from City Council	August 3, 2026	Staff reviews the restoration plan, confirms legal requirements, approves restoration techniques, and authorizes purchase of supplies.
5. Site Assessment & Project Scope	August 1–7, 2026	Conduct a complete assessment of each historical marker. Determine the level of cleaning/restoration required for each monument and identify any repairs beyond cosmetic restoration.
6. Develop Restoration Plan	August 7, 2026	Finalize restoration methods, confirm recommended materials and supplies, determine who will complete the work, and establish documentation procedures (before/after photographs).
7. City Purchases Supplies	By August 14, 2026 <i>(Third Week of August or sooner)</i>	City purchases all restoration materials, including cleaning supplies, paint, masking materials, brushes, sandpaper, lacquer, and other approved restoration tools.

EXHIBIT A
(CONT.)

8. Volunteer Preparation	Late August through September	Gather supplies, review restoration procedures, conduct a final walkthrough at each marker, and coordinate volunteer schedules. Initially, work will be completed by the project lead with the possibility of assistance from trusted local artists such as members of the South St. Paul Arts Commission.
9. Historical Marker Restoration	September 24 2026	Clean, repair, repaint, and protect the historical markers using approved preservation techniques. Document progress with photographs throughout the project.
10. Final Inspection	September 25, 2026	Inspect completed work with City Staff, ensure restoration meets expectations, complete any necessary touch-ups, and document the finished project.
11. Public Recognition & Ongoing Stewardship	Early October 2026	Share the completed restoration with the community, recognize volunteers and partners, and discuss a long-term maintenance plan to periodically clean and preserve South St. Paul's historical markers.



CITY COUNCIL AGENDA REPORT

DATE: August 17, 2026
DEPARTMENT: Public Works
PREPARED BY: Melissa Blair
AGENDA ITEM NUMBER: 8.F.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Quote from Cooper Mechanical and Great Northern Builders for Laundry Room Relocation to Garage Area of Fire Department

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve the quote from Cooper Mechanical for \$8,500 and Great Northern Builders for \$2,500 for the laundry room relocation to the garage of Fire Station

OVERVIEW

The 2026 Capital Improvement Plan shows \$20,000 for the relocation of the Fire Station laundry room to the garage area. This would include new water supply lines, drain line, vent booster fan, lint trap, dryer vent, roof vent. They are looking for more space in the Fire Station, and it would be easier and more efficient to have the laundry in the garage instead of hauling their gear through the living quarters.

Staff is recommending the work be done by Cooper Mechanical and Great Northern Builders for the relocation in the amount totaling \$11,000.

SOURCE OF FUNDS

2026 Capital Improvement Plan (Buildings CIP)

ATTACHMENTS

1. 20260811091000465
2. 20260811091008471



March 18, 2026

City of South St. Paul
Firestation
651-554-3332

Reference: Firestation washer and dryer

Plumbing Scope:

- Provide and install 4-inch metal spiral dryer vent from new dryer location vertically out the roof. (roof outlet will be needed from roofing company.)
- Provide and install dryer vent booster fan, since dryer vent is more than 25-feet. (booster fan electrical connection is needed.)
- Provide and install inline lint trap before dryer vent booster motor.
- Provide and install hot and cold-water supply for new washer location.
- Provide and install new 2-inch trap from existing 3-inch drain line to supply drain for new washer.

Labor and Materials and Permit \$8,500.00

Please contact me with any questions

Clark Cooper
CooperMechanical
651-336-4055



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

PROJECT CONTRACT

Buyer: City Of SSP ATTN: Seth Anderson	Date: 5/27/2026
Property Address: 310 Marie Ave SSP MN 55075	GNB Representative: Nate Biljan
Buyers Phone: 651-262-9093	Representative Phone: 651-302-4764
Buyers Email: sjanderson@southstpaul.org	Representative Email: nate@gnbmn.com

Description of work:

- Supply and install 4" cone and collar at new dryer venting
- Supply and install tar and fabric at cone to connect to existing roof
- Re- distribute gravel

PRICE AND PAYMENT TERMS

Buyer shall Pay \$2,500.00 to Great Northern Builders, LLC ("GNB") with payments as follows:

Payment due upon reasonable completion

Any Change order amounts are due upon signing of change order



CITY COUNCIL AGENDA REPORT

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

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Agreement between Special District #6 and the City of South St. Paul for School Resource Officers.

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve Agreement for School Resource Officer Services between Special District #6 and the City of South St. Paul.

OVERVIEW

The South St. Paul Police Department began a collaborative initiative with Special District #6 in 2001 surrounding school safety by assigning a single School Resource Officer to the district, focused on the high school building, with costs shared between the District and City. This relationship expanded during the 2010-2011 school year and a second School Resource Officer was assigned to support the elementary buildings, with the same cost sharing agreement.

In response to the adjustments made to accommodate distance and hybrid learning, the district reduced to one School Resource Officer for the academic years 2020-2021 and 2021-2022, and returned to the traditional two School Resource Officer model post-pandemic.

The most recent agreement between the District and the City expired on June 30th, 2026 and both parties would like to renew it in advance of the 2026–2027 academic year. After consultation with the finance department, the proposed agreement has been updated to be reflective of the historical 50/50 cost sharing between the District and City and has also been updated to remain compliant with legislative mandates surrounding duties and obligations of the Officer and District.

Included with this Agenda Report is a copy of the proposed agreement which is set for consideration by the District later this month.

SOURCE OF FUNDS

2026-2028 Police Protection Budget

ATTACHMENTS

1. SRO Agreement with School District 2026-2028 - Final

**AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES
BETWEEN SPECIAL SCHOOL DISTRICT NO. 6 AND
THE CITY OF SOUTH ST. PAUL**

This Agreement (“Agreement”) is made and effective as of the 1st day of September 2026, by and between the City of South St. Paul, a Minnesota municipal corporation (hereafter referred to as “City”), and Special School District No. 6, a Minnesota public school corporation (hereafter referred to as “District”). Subject to the terms and conditions hereafter stated and based on the representations, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

SECTION 1
RECITALS

RECITAL NO. 1. The City and District wish to address the need for the presence of police officers in District schools to coordinate activities between the District, the criminal justice system and social services and to promote the prevention and investigation of crime within District schools. These are the goals of the City and the District.

RECITAL NO. 2. By use of School Resource Officers, the City and District seek to establish a cooperative approach among the District (its students, faculty, and employees), the City and community members to achieve these goals.

RECITAL NO. 3. The City and District desire to have School Resource Officers assigned to District schools as a liaison between District and the City.

SECTION 2
AGREEMENT

2.1 OFFICER EMPLOYED BY CITY. City shall employ and temporarily assign, in accordance with applicable state statutes, two licensed peace officers to serve as School Resource Officers. The School Resource Officers shall serve at the various District schools identified in Section 2.10.

The parties agree and acknowledge the School Resource Officers shall be employees of the City. The School Resource Officers shall not be considered employees of District for any purpose, including, but not limited to, salaries, wages, other compensation or benefits, worker’s compensation, unemployment, PERA, Social Security, withholding, liability insurance, personnel records, termination of employment, individual contracts, or other contractual rights.

2.2 HOLD HARMLESS. The parties shall each indemnify, defend and hold the other party 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 other party incurs or suffers as a result of the

indemnifying party's fault, which relate to claims of third parties, arising out of, resulting from or relating to the services provided in this Agreement.

Nothing contained herein shall be deemed a waiver by the City or District of any governmental immunity defenses, statutory or otherwise. Further, to the maximum extent allowed by law, any and all claims brought by a third party shall be subject to any governmental immunity defenses of the City and District and the maximum liability limits provided by Minnesota Statute, Chapter 466.

2.3 SELECTION AND ASSIGNMENT OF OFFICER. The selection of the officer shall be the decision of the City's Police Chief ("Police Chief") after discussion with District Administration. Should a School Resource Officer retire, resign, be reassigned, be discharged or otherwise be unable to perform his or her assignment, the Police Chief will select a replacement after discussion and agreement with District Administration. The continued assignment of such officer shall be at the discretion of the Police Chief and City Administrator, in consultation with the District Administration.

2.4 ADMINISTRATIVE RESPONSIBILITIES. The type, scope and manner of law enforcement services rendered to District shall be at the sole direction of City. Standards of performance, personnel policies, discipline of the School Resource Officers and other internal matters shall be under the authority of City. District may provide City with an evaluation of the services received. District shall immediately notify the City in writing of any purported deficient performance or inappropriate conduct by the School Resource Officers.

2.5 SHARED PROFESSIONAL DEVELOPMENT. The District and the City desire to have a more positive approach for School Resource Officers and student and community interactions in the schools. Areas of focus to achieve this goal will include the following:

- a. Shared professional development including de-escalation and crisis training, implicit bias and anti-racism training, trauma and mental health information and response and child development information.
- b. Expansion of classroom presentations and intentional relationship building at the elementary buildings.
- c. Enhanced chemical health support and presentations.
- d. Establishing clear guidelines regarding roles in responding to youth behaviors.

2.6 DUTIES OF OFFICER. The services to be provided under this Agreement are identified as follows, and include, but are not limited to, the services on the attached Exhibit A, which articulates additional duties, responsibilities, and work schedule of the School Resource Officers. Such services shall be developed cooperatively between City and District.

- a. Fostering a positive school climate through relationship building and open communication.
- b. Protecting students, staff, and visitors to the school grounds from criminal activity.
- c. Serving as a liaison between law enforcement and school officials.
- d. Providing advice on safety drills.
- e. Identifying vulnerabilities in school facilities and safety procedures.

- f. Educating and advising students and staff on law enforcement topics.
- g. Enforcing criminal laws.
- h. Using developmentally appropriate practices that take into consideration differences in culture, language, trauma, and an individual's disabilities.
- i. Encouraging students to ask questions about school safety.
- j. Using crisis intervention and de-escalation strategies whenever possible in response to crisis or safety situations.

During the regular school year, the School Resource Officers' shifts shall be determined by the City and District consisting of an average of 40 hours per week, as required by the current LELS contract. The School Resource Officers shall meet and communicate with District Administration as needed to assure the goals of the District and City are being met.

2.7 ABSENCES. During the school day, while serving as School Resource Officers, the Officers will be available for and may respond to emergency calls and other assistance required by the City, and may attend police training and special duties as assigned by City. The City is not responsible to provide a replacement during such absences and the amount owed by the District under paragraph 2.13 is not reduced because of the absences. The City will use reasonable efforts to schedule training and any assignments to special duties for days that are not regular school days. When possible, the School Resource Officers shall notify the secretary of the District in advance as to when they will be absent.

From time to time, the School Resource Officers may be absent due to vacation, illness, personal leave days, holidays and other authorized leaves under the LELS contract. The City is not responsible to provide a replacement during such absences unless the School Resource Officer is on a leave of absence under the Minnesota Family Medical Leave Act. The amount owed by the District under paragraph 2.13 is not reduced because of the absences. To the extent the LELS contract allows, the City will use reasonable efforts to schedule vacation and authorized leaves (excluding absences for illness, personal leave days and holidays) for days that are not regular school days. If such absences described in this paragraph are for more than three (3) consecutive regular school days, the City, after consultation with District, will, in good faith, endeavor to make-up the time lost above the three (3) day absence, or the City, after consultation with the District, will, in good faith, endeavor to provide an alternate School Resource Officer for the time above the three (3) day absence.

2.8 OVERTIME. Overtime work by the School Resource Officers in excess of eight (8) hours per day shall be paid by the City according to the LELS contract, provided such additional time, on a case by case basis, has been approved in advance by City.

2.9 SCHOOL CALENDAR. School Resource Officer Services will be provided during the regular school year, approximately nine months, from the first day of the school calendar until the end of the school year. District shall provide City with a school calendar.

The City's Police Department shall have exclusive use of the employees assigned as the School Resource Officers from the end of the school year until the first day of the school year. The City shall pay all employee-related expenses for this summer period.

2.10 SERVICE LOCATIONS. The School Resource Officers may be assigned to the following District schools: South St. Paul High School, South St. Paul Middle School, Lincoln Elementary, Kaposia Elementary and South St. Paul Community Learning Center. The assignment of the School Resource Officers to a particular school shall be determined by the District after consultation with the Police Chief.

2.11 PUBLIC NOTICE. The District shall ensure that the School Resource Officers are formally introduced at the beginning of each school year to students, families, and school staff.

2.12 CLOTHING, EQUIPMENT, AND SUPPLIES. Without cost to District, City shall provide any required clothing, uniforms, training, vehicle, vehicle maintenance, vehicle fuel, weapons, necessary equipment and supplies for the School Resource Officers to perform their law enforcement duties.

The School Resources Officers will wear a mutually agreed upon uniform of the day, taking into consideration the need for identification as a law enforcement officer, combined with the goal of fostering a positive school climate and establishment of positive relationships and open communication.

Without cost to City, District shall provide School Resource Officers with one reserved parking space, a private secure lockable office, a “land-line” telephone and secure internet access necessary for the School Resource Officers to perform required duties as specified in paragraph 2.6 of this Agreement.

2.13 COST. For and in consideration of the City providing School Resource Officers’ services in accordance with the terms of this Agreement, District shall pay City 50% of the total compensation the City owes to the police officers assigned to the School District. Total compensation shall be limited to the amount owed pursuant to each assigned officer’s individual contract and shall not include overtime or any other benefit accrued beyond the contractual amount. :

- a. An amount not to exceed the sum of \$171,180 (\$85,590 per officer) in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2026 and ending May 1, 2027.
- b. An amount not to exceed the sum of \$179,474 (\$89,737 per officer) in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2027, and ending May 1, 2028.
- c. The payments made by the School District shall include one School Resource Officer, if available, or one police officer at up to ten (10) school events per calendar school year. Those events will be determined by the District. Any additional events requested by the District will be billed at the off-duty officer rate established in City’s fee schedule.

2.14 PRIVACY OF PUPIL RECORDS. Pursuant to District’s Protection and Privacy of Pupil Records Policy (Policy) and consistent with requirements of the Family Educational Rights and Privacy Act (Privacy Act) and the Minnesota Government Data Practices Act (Data Practices Act), the School Resource Officers for purposes of the Policy, the Privacy Act and the Data Practices Act shall be deemed to be school officials when performing the duties and

responsibilities under this Agreement. As such, the City certifies and agrees that all data created, collected, received, stored, used, maintained or disseminated by the School Resource Officers must comply with the Privacy Act and the Data Practices Act.

SECTION 3 **TERM OF AGREEMENT**

3.1 TERM OF AGREEMENT. Unless terminated by either party in accordance with paragraph 3.2, the term of this Agreement shall be from September 1, 2026, to June 30, 2028.

3.2 TERMINATION/SUSPENSION/MODIFICATION.

- a. Either party may terminate this Agreement upon six (6) months advanced written notice of such termination without cause.
- b. Either party reserves the right to immediately suspend or modify this Agreement to reduce the number of School Resource Officers for the duration of an Unforeseen Disaster or terminate this Agreement in the event of a natural disaster or other disasters such as civil unrest, terrorism, war, pandemic, or any similar unforeseen disaster event (“Unforeseen Disaster”). Both parties agree that the other party’s failure to perform or delay in the performance of the specified duties in this Agreement will not constitute a breach of contract if the failure to perform or delay is due to or caused by an Unforeseen Disaster.
- c. City may suspend, modify, or terminate this Agreement on thirty (30) days advanced written notice in the event staffing shortages threaten City’s ability to provide adequate policing services to the community (“Critical Shortage”). City will communicate reasonably promptly with the District regarding any anticipated Critical Shortage. The existence of a Critical Shortage will be determined solely in the discretion of City. In the event of a Critical Shortage, City will act in good faith to modify or suspend, rather than terminate, this Agreement if/when reasonably practical in the judgment of the City. Any reduction or suspension of School Resource Officer services due to a Critical Shortage will result in a corresponding reduction in costs the District pays to City.

SECTION 4
MISCELLANEOUS

4.1 NOTICE. Any notice, demand, or communication to the District shall be addressed to the Superintendent at:

Superintendent of Schools
Special School District Number 6
South St. Paul, MN 55075

Any notice, demand, or communication to City shall be addressed to the City Administrator at:

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

4.2 SCOPE. It is agreed that the entire agreement of the parties is contained herein and this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may not be altered, changed, or amended except by an instrument in writing, signed by all parties.

4.3 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this Agreement shall be binding upon the parties and the successors and assigns of the parties.

4.4 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

4.5 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.

IN WITNESS WHEREOF, District and City have executed this Agreement effective as of the day and year first stated above. This Agreement shall not become effective unless and until it is approved by the City Council and the School Board and is signed by the representatives listed below.

[remainder of page intentionally blank]

CITY OF SOUTH ST. PAUL

James P. Francis, Mayor

ATTEST:

Deanna Werner, City Clerk

SPECIAL SCHOOL DISTRICT NUMBER 6

Kim Humann, School Board Chair

EXHIBIT A

SOUTH ST. PAUL POLICE DEPARTMENT POSITION DESCRIPTION

Civil Service Classification:	Classification V -- Police Officer
Position Title:	School Resource Officer
Department:	Police
Reports To:	Police Commander and Chief of Police
Revised:	October 2002 May 2008

The mission of the South St Paul Police Department is to ensure public safety and provide assistance to the community through prompt response, thorough investigation, pro-active policing and community involvement. We are committed to the values of integrity, professionalism and courtesy.

Primary Purpose of the Position:

The School Resource Officer (SRO) assists in carrying out the mission of the Police Department (Department) by employing community policing strategies to foster effective working relationships with educational staff, students, parents and other community members in order to help provide a safer and more orderly school environment in which educators are free to devote their time to teaching and students have greater opportunities to learn. As an on-site public safety specialist trained to not only provide an immediate response to life-threatening situations but also to ensure that laws are enforced when illegal activities occur, the SRO helps provide for the day-to-day safety and security of the school community. The SRO addresses crime and disorder problems and focuses attention on gangs and drug activities occurring in and around the schools. The SRO takes action with students, intruders and unwanted visitors to maintain safety and order.

Major Position Functions:

- Responds on or off duty to police calls and emergencies as directed.
- The School Resource Officer is an employee of the City of South St. Paul and acts in accordance with all police department policies and procedures. The SRO reports to a police department supervisor and is subject to the Department's chain of command.

- The SRO is first and foremost a police officer and as such assumes primary responsibility for handling all calls for service from South St. Paul High School and coordinates the response of other police resources to the school.
- Investigates and takes enforcement action on crimes and disorder problems, gangs, and drug activities affecting or occurring in and around South St. Paul High School and the surrounding neighborhood.
- Works to assure a safe and orderly school climate by also paying attention to and targeting lower profile issues such as “put-downs”, “trash talk”, bullying, insults and other forms of intimidation.
- Acts as a liaison between the school and the Department providing information to students and school personnel about law enforcement matters. Provides information to the appropriate investigative units about crimes or leads that come to his or her attention.
- Works closely with school officials to foster a solid working relationship and maintains a regular line of communication with the designated on-site school official having authority over the SRO on non-law enforcement issues.
- Supports, encourages and participates in activities already in existence in the school community including, but not limited to:
 - < Takes an active role in the *Restorative Justice Council* operating in the schools repairing harm, providing conflict mediation and support to victims and offenders alike. Serves as the *Council’s* liaison with law enforcement.
 - < Assists the *Community Action Council* Family Support Workers as appropriate.
 - < Assists in the establishment and encouragement of *Peer Court*.
 - < Actively participates in the mentorship program at the junior/senior high and helps recruit other members of law enforcement interested in becoming mentors.
 - < Serves as a resource to such student organizations as *Key Club* and student government.
- Works closely with Dakota County Community Corrections on supervision and truancy concerns to ensure that troubled youth get the kind of intensive supervision they need.
- Responsible for working closely with school officials on the development and maintenance of school crisis and emergency management plans.
- Since the SRO is likely to be a first responder in the case of critical incidents occurring at the high school and has knowledge of the operation and layout of the school, he or she is expected to play a central role in the development and coordination of interagency plans for critical incident management involving law enforcement, fire, rescue and EMS.

- Uses crime prevention strategies to identify factors in the physical environment of the school that may contribute to crime or disruptive behavior and suggests and develops plans to deal with those factors.
- Develops and implements crime and violence prevention programs and strategies for students and staff.
- Develops and expands crime prevention efforts for students. Provides students with opportunities to get involved in crime prevention activities and take a meaningful role in addressing problems in their community and school.
- Collaborates with teachers to develop a wide variety of classroom presentations that support the educational mission and provide opportunities for the SRO to interact with a broad spectrum of students in a setting conducive to building positive relationships.
- Serves as a resource and referral point between students, parents, teachers and staff and the criminal justice system.
- As the Department's representative in the high school, the SRO maintains high visibility in the school and is aware of his or her standing as a role model. The SRO seeks opportunities for positive interactions with students and is available as a mentor and counselor.
- Becomes involved in school and outside youth activities in order to understand special problems of youth and how they may be positively addressed. The SRO participates in community events, as requested and authorized by the Department, and is available for presentations to school and community groups.
- Provides services to other schools in the district (including the teaching of D.A.R.E.) as requested and authorized by the Department.
- Checks in daily with his or her Department supervisor and keeps superior officers advised of developments and of all unusual or sensitive occurrences.
- Improves and maintains individual police skills, including physical conditioning. Stays current with all required training and maintains all required certifications (e.g. firearms qualification, first aid, use of force, etc.) Stays abreast of developments in the police fields and changes in related statutes, ordinances and case law.
- Conducts and carries himself or herself in a professional manner. Maintains a neat and well-groomed appearance. Copes with difficult situations in a courteous and tactful manner.
- Prepares and submits a daily activity log and submits all required reports, citations, forms and other paperwork in a timely manner.

- When school is not in session the SRO is assigned to other duties as needed and performs the Major Position Functions required by the nature of that assignment.
- Performs the duties of the Police Officer Position assigned to patrol as needed.
- Must be able to act appropriately in threatening situations and must be prepared to use force, including deadly force, when justified.
- Exercises care in the use of Department and school facilities and equipment. Returns equipment to its designated location after use. Reports damage, loss or improperly operating equipment to an immediate supervisor. Monitors and reports on vehicle condition and appearance. Requests necessary repairs. Restocks vehicle with supplies as needed. Drives with due regard for safety and wear and damage to vehicle.
- Performs all other duties and assumes all other responsibilities as are assigned or delegated by a superior officer.

Extent Of Supervision Or Guidance Provided:

- Under the direct supervision of a Police Commander but subject to the chain of command.
- Takes direction from the designated on-site school official for non-law enforcement school-related issues.

Responsibility For Public Contact:

- Daily and continuous, requiring a high degree of tact, courtesy and sound judgment.

Directly Supervises:

- No regular supervisory responsibilities.

Knowledge, Skills and Abilities:

- Able to perform the major job functions and possess the knowledge, skills and abilities required of the Police Officer assigned to patrol.
- Working knowledge of city ordinances and state and federal laws and rules of evidence as applicable to law enforcement.
- Technical knowledge and ability to perform standard operating procedures required in daily law enforcement operations.

- Familiarity with advancements, types and uses of firearms, communication and computer equipment, automotive and other types of equipment used in police work.
- Familiarity with scientific methods of crime detection, criminal identification, the use of police records and their applications.
- Ability to effectively utilize human relations skills and abilities in resolving disputes and problems through verbal and non-verbal communication.
- Ability to work professionally with other employees and to deal with the public in a courteous, tactful manner.
- Ability to communicate ideas and explanations clearly in English, both orally and in writing.
- Ability to write clear and concise reports.
- Ability to evaluate situations, innovate, improvise as necessary, and adapt rapidly to changing circumstances.
- Ability to sit and stand for long periods of time.
- Ability to walk or run on slippery surfaces.
- Ability to chase suspects on foot over all types of ground conditions and over fences and walls.
- Ability to climb stairs and ladders and climb over or crawl under objects.
- Possess the necessary cardiovascular capability for rapid stair climbing and other strenuous activity, in all weather conditions, while wearing body armor and other equipment.
- Ability to make arrests if an offender is resisting.
- Ability to administer first aid and assist the Fire Department as necessary.
- Ability to assist in lifting and carrying a stretcher with a person on it.
- Ability to have sufficient grip strength to handle equipment, weapons and suspects.
- Ability to drive a squad car for long periods of time, at high speeds, in congested traffic, day and night, in all environmental conditions.
- Ability to enter and exit a squad car frequently during the course of a shift, often with speed of movement.

- Ability to balance self while handling weighted equipment.
- Ability to lift or carry equipment from floor to overhead.
- Ability to kneel and to crouch balanced without support.
- Ability to crawl about on hands and knees with weight on his or her back.
- Ability to push and pull objects using total body movements.
- Ability to walk long distances.
- Ability to move around with a combination of weighted gear and equipment and with the weight of an injured person.
- Ability to acquire skill in the use and care of firearms sufficient to meet qualification standards.
- Ability to hear within normal hearing range with capability to hear and understand spoken English delivered at a normal conversational level.
- Ability to read road signs, house numbers, license plates, etc. day and night. Possess visual acuity correctable to read common documents and allow the accurate aiming of firearms.
- Ability to work under stress and pressure.

Working Conditions:

- Work takes place primarily in an office or classroom setting.
- Approximately 25% of the work may take place in the field.
- Subject to all of the working conditions of the Police Officer position.

Minimum Qualifications:

- Member of the South St. Paul Police Civil Service.
- Citizen of the United States of America.
- Possess a valid Minnesota Peace Officer License.
- Possess a driver's license valid in the State of Minnesota.
- Authorized to carry firearms while on duty.
- Able to meet all of the standards and requirements and perform all of the duties of the classification of Police Officer.

Desirable Qualifications:

- Ability to effectively interact with school professional staff, parents and students.
- Ability to effectively communicate with all sorts of people on a personal level and in a public speaking setting.
- Experience investigating criminal cases, particularly those dealing with juveniles
- Experience and interest in crime prevention strategies.
- Experience in Restorative Justice Process, Family Group Conferencing or similar resources.
- Certified as a D.A.R.E instructor.



CITY COUNCIL AGENDA REPORT

DATE:

August 17, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

8.H.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Award Tree Removal Proposal for ReLeaf Private Ash Tree Removal Program to Kaposia Tree Service

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Award a proposal for tree removal services for the Releaf Program to Kaposia Tree Service

OVERVIEW

Background

Over the last several years, Staff have received phone calls and emails from distressed homeowners in need of financial assistance with removing diseased ash trees on their private property. In response to these requests, the City Council discussed options at its August 2024 work session for assisting low-income homeowners with removal of their private, diseased ash trees. The meeting highlighted a strong interest in offering a city-led program, if an outside funding source could be identified.

Last November, the City submitted a grant application to the Minnesota Department of Natural Resources for funding through the ReLeaf Community Forestry Grant. South St. Paul requested \$65,400 to operate a pilot program to assist 30 cost-burdened households with the removal and replacement of diseased ash trees on their private property. In late spring, the City was notified the program would receive funding.

ReLeaf Program Overview

Through the ReLeaf program, eligible homeowners can have their private ash trees removed and a replacement tree planted at no cost to them. Eligible homeowners are those who own and live at the property, meet the income-limit requirements, and have a diseased tree that is in a yard that can be accessed from a public street or alley. 50% of the households served through the program must be in a DNR priority area. About half of the residential areas in South St. Paul are in a DNR priority area.

Applications for the program opened in mid-July. Both paper and electronic versions of the

application are available. Funding is provided on a first-come, first-served basis. Applications will be accepted through the end of this year or until funding is depleted. To date, the City has received 16 applications.

After an application is received, it is reviewed internally by Staff to confirm the applicant's eligibility. The city's Conservation Corps member then schedules a site visit with eligible applicants to confirm the species, size, and location of the tree. Tree removals, which are expected to start this fall, will be handled by a private tree removal contractor. Homeowners will select a free replacement tree which will be planted for them next spring by a contractor.

Tree Removal Contractor

To implement the program, the City will hire a licensed tree removal contractor to perform the tree removal work. In July, Staff requested quotes from nine reputable tree removal contractors. The City received two quotes. The lowest quote was from Kaposia Tree Service:

Contractor	Total Cost
Davey Tree Expert Company	\$78,350
Kaposia Tree Service	\$38,550

The City has worked with Kaposia Tree Service on numerous occasions to remove trees on city-owned property and has been satisfied with the work completed. Staff recommend the proposal be awarded to Kaposia Tree Service.

SOURCE OF FUNDS

This program is being funded by the 2025 ReLeaf Community Forest Grant from the Minnesota Department of Natural Resources.

ATTACHMENTS

1. Proposal from Kaposia Tree Service

Proposal Form

City of South St. Paul ReLeaf Private Ash Tree Removal Program

Company Name: Kaposia Tree Service

- Quantities shown are estimates only, and the City reserves the right to increase or decrease the quantity
- Contract will be conditionally awarded to the lowest total cost
- Actual project quantities and total cost will be different than what is quoted above
- The total project cost cannot exceed \$50,000

DBH Size Class	Estimated Quantity	Removal Cost Per Tree	Total Cost
0" – 9.9"	1	\$500.00	\$ 500.00
10" to 14.9"	1	\$600.00	\$600.00
15" – 19.9"	2	\$800.00	\$ 1,600.00
20" - 22.9"	6	\$ 1,000.00	\$ 6,000.00
23" – 25.9"	12	\$ 1,100.00	\$ 13,200.00
26" – 27.9"	8	\$ 1,400.00	\$11,200.00
28" – 29.9"	1	\$ 1,600.00	\$ 1,600.00
30" – 31.9"	1	\$ 1,850.00	\$ 1,850.00
32"+	1	\$ 2,000.00	\$ 2,000.00
Total	33		\$ 38,550.00

By: _____
Signature

Terry Trkla

Printed Name

Title: Owner

Submittal Date: 07/27/2026

Telephone #: 651-552-0084

Contact Name and Email: Karleigh Trkla

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

Nick Trkla ISA Certified Arborist MN-4608A - 20+ years of experience as a climber, foreman, ISA Certified Arborist.
Eric Medrano - 20+ years of experience as a climber, foreman, and arborist.
Aaron Frederick - Class A CDL - Grapple truck operator - 10+ years of experience as a groundsman/cutter.
Caleb Wittman - Class A CDL - Grapple truck operator - 5+ years of experience as a groundsman.
Nick Vruno - 10+ years of experience as a groundsman/cutter.

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

Mayor Jay Roetgger - City of Saint Mary's Point
Jeff Bonneson - Dakota County CDA -
Phil Roetgger - Concordia University -
Jay Farber - Visitation Schools -
Scott James - President of Parkview Ridge Townhomes Association



CITY COUNCIL AGENDA REPORT

DATE:

August 17, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

8.I.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Authorize Advertisement for Bids for Phase 2 of the Regrowing Shade Tree Planting Program

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Authorize Advertisement for Bids for Phase 2 of the Regrowing Shade in South St. Paul program

OVERVIEW

During the 2024 legislative session, State Representative Rick Hansen secured a special legislative allocation of \$688,000 for South St. Paul to complete the canopy restoration process after 1/3 of the city's public trees were lost to Emerald Ash Borer. The special legislative allocation is being used to fund the "Regrowing Shade in South St. Paul" program. The funding will be used to plant new trees in parks and along boulevards throughout the city to restore the local tree canopy and create cooler, healthier public spaces. All funds from the special legislative allocation must be used by June 30, 2027.

In July, the program reached its first major milestone with the completion of Phase 1. In total, 300 new trees were planted in parks and boulevards in the area north of Interstate 494 and south of Marie Avenue. More than 15 species of trees were planted to ensure the new trees contribute to a more resilient local canopy that is better able to withstand future tree diseases and pests.

Phase 2 of the Regrowing Shade program is expected to start in late September/early October. This phase will be the largest phase, with 400–500 trees planned for the area north of Marie Avenue and south of Annapolis Street. Given the number of trees that will be planted, this phase will need to be competitively bid as the cost is expected to exceed \$175,000. The first step in the process is to authorize staff to advertise for bids. Staff expect to award the bid at the City Council meeting on September 21st.

SOURCE OF FUNDS

Special Legislative Allocation/Met Council Tree Planting Grant

ATTACHMENTS

1. Resolution 2026-101-Advertise for Bid
2. Tree Planting Phases Map

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026 –101

**RESOLUTION AUTHORIZING STAFF TO ADVERTISE FOR BIDS FOR PHASE 2 OF
THE REGROWING SHADE TREE PLANTING PROGRAM**

WHEREAS, the City of South St. Paul received a special legislative allocation in the amount of \$688,000 to restore the local tree canopy after the city lost a third of its public trees to Emerald Ash Borer; and

WHEREAS, the funding is being used to operate the Regrowing Shade in South St. Paul tree canopy restoration program; and

WHEREAS, the program will take place over three separate phases, with each phase corresponding with a planting season and a geographic region of the city; and

WHEREAS, the City is approaching the second phase of the project where an estimated 400-500 trees will be planted; and

WHEREAS, the estimated cost of this phase is expected to exceed \$175,000 therefore triggering the need to bid the project competitively,

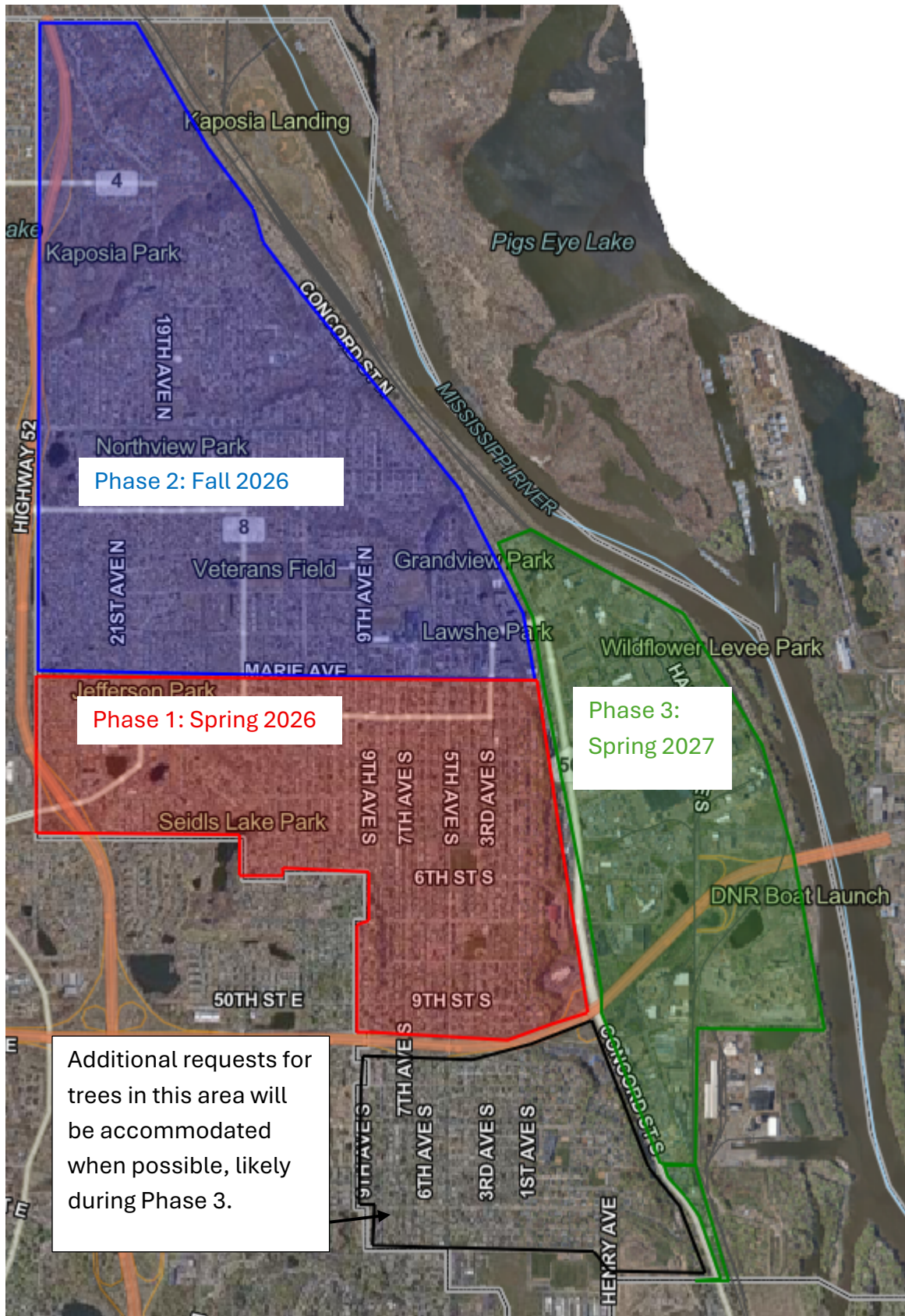
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul that:

1. The Planning Department or their representative shall obtain bids for tree planting for phase 2 of the Regrowing Shade program which will be considered at a regular City Council meeting.

Adopted this 17th day of August, 2026

City Clerk

ATTACHMENT 2
REGROWING SHADE IN SOUTH ST. PAUL PHASES MAP





CITY COUNCIL AGENDA REPORT

DATE: August 17, 2026
DEPARTMENT: Parks & Recreation
PREPARED BY: Shannon Young
AGENDA ITEM NUMBER: 8.J.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Northview Aquatic Center – Guaranteed Maximum Price Amendment

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve Resolution 2026-102 the AIA A133-2019 Exhibit A (GMP Packet) for the Northview Aquatic Center project, specifically for Bid Package #1. Bid Package #2 to be addressed through a subsequent GMP amendment.

OVERVIEW

The City entered into a Construction Manager At Risk Contract with Kraus Anderson in April 2026 to provide construction management services for the Northview Aquatic Center project. Typically after the project is bid, the contract is amended to provide a Guaranteed Maximum Price (GMP), which is assurance to the City that the project will not exceed (absent change orders) that amount. In this case, the City will be bidding the project in two bid packages. Bid Package #1 was let out for bids and the contractors' pricing has been confirmed. The attached documents provide a GMP of \$3,981,828 for this first portion of the project. After Bid Package #2 is let, the GMP will be adjusted accordingly. Construction Manager at Risk contracts are technical documents that reflect a specific approach to public sector construction projects and the rules are laid out in State Statute. The City Attorney has reviewed the proposed amendment to the contract and agrees that the amendment has been drafted correctly and is ready for Council consideration. Actual Bid Package #1 costs are approximately \$400,000 below the project team's initial estimate. This was largely driven by increased competition with a high number of bids received.

Staff recommends approval of **Resolution 2026-102**, approving the amendment to the Construction Manager At Risk Contract with Kraus-Anderson Construction Company to incorporate Exhibit A and establish the GMP.

SOURCE OF FUNDS

Through the State's 2026 Capital Investment (Bonding Bill), the City will be the recipient of a \$4,125,000.00 special appropriation from the Minnesota Department of Employment and Economic Development.

ATTACHMENTS

1. Resolution 2026-102
2. 0. GMP Cover Letter _ MP 2026.8.12
3. SSPNAC - A133 Exhibit A-2019 _GMP Packet

**CITY OF SOUTH ST. PAUL
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 2026-102

**A RESOLUTION APPROVING AN AMENDMENT TO THE CONSTRUCTION
MANAGER AT RISK CONTRACT WITH KRAUS-ANDERSON CONSTRUCTION
COMPANY AND ESTABLISHING A GUARANTEED MAXIMUM PRICE FOR BID
PACKAGE #1 OF THE NORTHVIEW AQUATIC CENTER PROJECT**

WHEREAS, the City of South St. Paul is undertaking the Northview Aquatic Center project; and

WHEREAS, in April 2026, the City entered into a Construction Manager At Risk (CMAR) Contract with Kraus-Anderson Construction Company to provide construction management services for the Northview Aquatic Center project; and

WHEREAS, under the CMAR delivery method, the contract is amended following the bidding and confirmation of project costs to establish a Guaranteed Maximum Price (GMP); and

WHEREAS, the Northview Aquatic Center project is being bid in two separate bid packages, with Bid Package #1 having been advertised and bid and contractor pricing having been confirmed; and

WHEREAS, based upon the confirmed pricing for Bid Package #1, Kraus-Anderson Construction Company has provided a Guaranteed Maximum Price of **\$3,981,828** for the work included in Bid Package #1, as further detailed in Exhibit A to the contract amendment; and

WHEREAS, following the bidding and confirmation of pricing for Bid Package #2, the CMAR Contract and Guaranteed Maximum Price will be amended accordingly to incorporate the remaining project work.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH ST. PAUL, MINNESOTA, that the City Council hereby approves the amendment to the Construction Manager At Risk Contract with Kraus-Anderson Construction Company, incorporating Exhibit A and establishing a Guaranteed Maximum Price of **\$3,981,828** for Bid Package #1 of the Northview Aquatic Center project.

BE IT FURTHER RESOLVED, that the Mayor and City Administrator, or their designees, are hereby authorized to execute the contract amendment and any related documents necessary to effectuate this Resolution on behalf of the City.

Adopted this 17th day of August 2026

City Clerk

August 17, 2026

Shannon Young, Director of Parks and Recreation
City of South St. Paul
125 3rd Avenue North
South St. Paul, MN 55075

RE: South St. Paul – Northview Aquatic Center
Sub – Project GMP Submittal

Dear Ms. Young:

Kraus-Anderson Construction Company is pleased to submit our GMP Pricing Submittal dated August 17, 2026 for the Northview Aquatic Center project.

Kraus-Anderson proposes to furnish all labor, material, workmen's compensation, and all public liability insurance, performance and payment bonds for your Northview Aquatic Center project per the Agreement and per plans and specifications prepared by JLG Architects and their respective Consultants, for the Guaranteed Maximum Price of **Three Million, Nine Hundred Eighty-One Thousand, Eight Hundred Twenty-Eight and 00/100 dollars. (\$3,981,828.00).**

The detailed nature of our proposal serves as a tool to communicate to the entire team the basis of the assumptions and the scope of the work contained in our GMP price. Our GMP is based on the Project Documents and our Assumptions and Clarifications.

This proposal is good through Friday, August 21, 2026, including a fully-executed GMP Amendment.

We appreciate the opportunity and look forward to working with you on this project. Please let us know if you require additional information or clarifications during your review of this GMP amendment.

Sincerely,
KRAUS-ANDERSON® CONSTRUCTION COMPANY

Mike Phillips
Senior Project Manager

Cc: Patrick Mulcahey, Kraus-Anderson® Construction Company
Dustin Phillips, Kraus-Anderson® Construction Company

Sent Via Email & Hard Copy to follow Via Mail



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 17th day of August in the year 2026, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 20th day of April in the year 2026 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

City of South St. Paul – Northview Aquatic Center
635 18th Avenue N
South St. Paul, MN 55075

THE OWNER:
(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million, Nine Hundred Eighty-One Thousand, Eight Hundred Twenty-Eight and 00/100 dollars (\$ 3,981,828.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1765887033)

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See Exhibit A-1 – GMP Breakdown

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See Exhibit A-2 – Alternates and Allowances	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See Exhibit A-2 – Alternates and Allowances		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

(Paragraph deleted)

The day following the latest to occur of (a) September 8, 2026, or (b) upon receipt of all required permits issued by the appropriate authority having jurisdiction or (c) upon receipt of written confirmation from the Owner that all hazardous material abatement at the Project site, if any, has been completed. If the Date of Commencement does not occur on or before September 8, 2026, the Contract Time shall be extended one (1) day for each and every day beyond September 8, 2026 that the Date of Commencement occurs, and the Construction Manager shall be entitled to an equitable adjustment of the Contract Sum.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than Two Hundred Eighty-Three (283) calendar days from the date of commencement of the Work.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit A-3 – List of Drawings, Plans and Specifications

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Exhibit A-3 – List of Drawings, Plans and Specifications

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

Init.

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
See Exhibit A-2 – Alternates and Allowances	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Exhibit A-4 – Assumptions and Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

§ A.3.1.7.1 This Agreement is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, the Construction Manager shall pay, and shall require its Subcontractors to pay, all laborers and mechanics the established prevailing wages for work performed under the Agreement, as set forth in the MN Department of Labor and Industry Prevailing Wage Decision for Dakota County 19 Commercial Construction Effective 2025-12-22 and Revised 2026-02-09 attached hereto as Exhibit A-5.

§ A.3.1.7.2 The Construction Manager and its Subcontractors shall, every two weeks, submit certified payroll reports to the City via the City's online tracking system, LCP tracker.

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile, pdf or other generally accepted electronic means (e.g., DocuSign) shall be effective as delivery of a manually executed counterpart of this document.

City of South St. Paul

Kraus-Anderson Construction Company

OWNER (Signature)

James P. Francis, Mayor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Patrick Mulcahey, VP/DOO
(Printed name and title)

OWNER (Signature)

Deanna Werner, City Clerk
(Printed name and title)

GUARANTEED MAXIMUM PRICE SUMMARY
City of South St. Paul - Northview Aquatic Center
8/17/2026

BP #1			
	Work Scope	Work Scope Description	Base Bid Amount
	03-A	CONCRETE & MASONRY	\$583,751
	03-C	ARCHITECTURAL PRECAST	\$400,581
	06-B	STRUCTURAL WOOD FAMING	\$497,412
	31-A	DEMO, SITE CLEARING, EARTHWORK AND UTILITIES	\$800,198
	BP #1 Subtotal		\$2,281,943
	Project Requirements		
		Base Bid Amount	\$2,281,943
		Precon/Site Services, Reimbursables, Builder's Risk, Bonds, ULI	\$1,039,770
		CM Fee (Bid Package #1)	\$70,140
		General Conditions & Permitting	\$375,000
		Kraus-Anderson Contingency	\$214,974
	GUARANTEED MAXIMUM PRICE TOTAL		\$3,981,828

Alternate No. 1: Slide Tower, Fiberglass Slides, Process Equipment

- A. **Alternate:** Provide all materials, labor & equipment required for installation of the slide tower, fiberglass, slides and related process equipment, as indicated in the drawings and specifications.
- B. **Add to Base Bid:** \$TBD **Pending Based on BP #2 Results**

SUMMARY OF WORK SCOPE ALLOWANCES		
VALUES BELOW ARE INCLUDED IN CONTRACTS		
	WORK SCOPE	DESCRIPTION
BP #1	03-A	CONCRETE & MASONRY
	03-C	ARCHITECTURAL PRECAST
	06-B	STRUCUTRAL WOOD FRAMING
	31-A	DEMO, SITE CLEARING, EARTHWORK & SITE UTILITIES
		BP #1 Subtotal
	TOTAL ALLOWANCES	

EXHIBIT A-3
LIST OF DRAWINGS, PLANS AND SPECIFICATIONS

Contract Documents List:

The Contract Documents include, without limitation, the following:

1. Specifications:
KA Special Requirements dated July 9th, 2026
JLG CD Submittal Project Manual dated May 20th, 2026

2. Addendums:
Addendum #1 dated June 19th, 2026
Addendum #2 dated July 22nd, 2026

3. Drawings:

Sheet Name	Description	Date Issued
G100	Cover	May 20, 2026
G101	Title Sheet	May 20, 2026
G102	Typical Assemblies	Jul 22, 2026
G111	Life Safety Plans	May 20, 2026
G120	Mounting Heights	May 20, 2026
G130	Code Review	May 20, 2026
C0.00	Removals Plan	Jun 19, 2026
C1.00	Site Plan	Jul 22, 2026
C1.01	Geometric Plan	Jul 22, 2026
C2.00	Erosion And Sediment Control Plan	Jun 19, 2026
C2.01	Erosion And Sediment Control Plan South	Jun 19, 2026
C2.02	SWPPP Plan	Jun 19, 2026
C2.03	SWPPP Narrative	May 20, 2026
C2.04	SWPPP Soils	May 20, 2026
C3.00	Grading And Drainage Plan North	Jul 22, 2026
C3.01	Grading And Drainage Plan South	Jul 22, 2026
C4.00	Utility Plan North	Jul 22, 2026
C4.01	Utility Plan South	Jul 22, 2026
C5.00	Civil Details	Jun 19, 2026
C5.01	Civil Details	Jun 19, 2026
C5.02	Civil Details	Jul 22, 2026
C5.03	Civil Details	Jul 22, 2026
L1.00	Landscaping Plan	Jul 22, 2026
L1.01	Landscaping Plan	Jul 22, 2026
L1.02	Landscape Details	Jun 19, 2026
S001	Legend Sheet	Jun 19, 2026
S002	General Structural Notes	May 20, 2026
S003	General Structural Notes	Jun 19, 2026

EXHIBIT A-3
LIST OF DRAWINGS, PLANS AND SPECIFICATIONS

S101	Roof Load Diagrams	Jun 19, 2026
S201	Structural Plans	Jun 19, 2026
S221	Structural Partial Plans	Jun 19, 2026
S301	Truss Elevations And Connection Details	Jun 19, 2026
S302	Truss Connection Details	May 20, 2026
S401	Foundation Schedules And Typical Details	May 20, 2026
S402	Masonry Schedules And Typical Details	May 20, 2026
S403	Masonry Schedules And Typical Details	Jun 19, 2026
S501	Foundation Details	May 20, 2026
S701	Framing Details	May 20, 2026
S702	Framing Details	May 20, 2026
A050	Architectural Site Plan	Jul 22, 2026
A101	First Floor Demolition Plan	May 20, 2026
A201	Floor Plan And Slab Plan	Jul 22, 2026
A210	Clerestory And Roof Plan	Jul 22, 2026
A211	Enlarged Plans And Elevations	Jul 22, 2026
A220	Door Schedule And Details	May 20, 2026
A301	Exterior Elevations	Jul 22, 2026
A310	Glazing Elev & Details	Jul 22, 2026
A311	Glazing Details	May 20, 2026
A320	Precast Elevations	Jul 22, 2026
A401	Building Sections	May 20, 2026
A402	Building Sections	May 20, 2026
A501	Exterior Wall Sections	May 20, 2026
A502	Exterior Wall Sections	May 20, 2026
A503	Exterior Wall Sections	Jul 22, 2026
A510	Details	Jul 22, 2026
A511	Details	May 20, 2026
A600	Finish/ Spec Information	May 20, 2026
A601	First Floor Finish Plan	May 20, 2026
A611	Interior Elevations	May 20, 2026
A612	Interior Elevations	May 20, 2026
A701	First Floor Rcp	Jul 22, 2026
A801	First Floor Ffe Plan	Jul 22, 2026
A802	Signage Plan	Jul 22, 2026
P101	Plumbing Plan	Jul 22, 2026
P200	Plumbing Roof Plan	May 20, 2026
P300	Plumbing Details	May 20, 2026
P301	Plumbing Details	May 20, 2026
P400	Plumbing Schedules	Jun 19, 2026
P500	Plumbing Riser	Jul 22, 2026

Exhibit A-3 List of Drawings, Plans and Specifications

Northview Aquatic Center
City of South St. Paul
South St. Paul, Minnesota



Page 2 of 3

8/17/2026

EXHIBIT A-3
LIST OF DRAWINGS, PLANS AND SPECIFICATIONS

P501	Plumbing Riser	Jul 22, 2026
M001	Mechanical Title Sheet	May 20, 2026
M002	Mechanical General Notes	May 20, 2026
M101	Mechanical Plan	May 20, 2026
M102	Mechanical Enlarged Plan	Jul 22, 2026
M300	Mechanical Details	Jun 19, 2026
M400	Mechanical Schedules	Jun 19, 2026
E001	Electrical Title Sheet	May 20, 2026
E002	Electrical General Notes	Jun 19, 2026
E100	Electrical Site Plan	May 20, 2026
E101	Lighting Plan	Jun 19, 2026
E201	Power And Systems Plan	Jun 19, 2026
E300	Electrical Details	May 20, 2026
E301	Electrical Details	May 20, 2026
E400	Electrical Schedules	Jun 19, 2026
E401	Panel Schedules	Jun 19, 2026
AQ000	Aquatics Cover Sheet	May 20, 2026
AQ010	3d Reference Views	May 20, 2026
AQ100	Aquatics Site Plan	Jun 19, 2026
AQ110	Pool Plan	Jun 19, 2026
AQ111	Pool Sections	May 20, 2026
AQ112	Pool Equipment	Jun 19, 2026
AQ210	Pool Wall & Fitting Details	May 20, 2026
AQ211	Pool Wall & Fitting Details	May 20, 2026
AQ212	Pool Wall & Fitting Details	May 20, 2026
AQ300	Pool Equipment Room Plan	May 20, 2026
AQ301	Surge Tank Plans & Mech Rm Elev	May 20, 2026
AQ310	Pool Piping Plan	May 20, 2026
AQ331	Piping & Equipment Details	May 20, 2026
AQ332	Piping & Equipment Details	May 20, 2026

General

- A. This proposal is based on the Contract Documents issued for Bid Package #1, including Addenda #1 and #2, and is subject to change pending any owner-requested or design changes issued within Bid Package #2. Any identified changes will be reviewed and addressed through a Change Order associated with Bid Package #2.
- B. Hazardous Material Abatement: Hazardous material abatement, removal and handling, are by Owner and excluded from the GMP.
- C. Overhead Power Relocation & New Electric Services: Costs associated with relocation of existing overhead power lines underground and installation of new electrical services by Xcel Energy to be carried by the Owner. Excluded from the GMP.
- D. Costs include temporary construction fencing surrounding active work in progress, excluding the playground and ballfield on the south side of the park. Full-time monitoring and security personnel outside of normal work hours are not included.
- E. Building permit plan review fee and Building permit fee are included.
- F. Sewer Access Charge (SAC), Sewer Residential Equivalency Charge (SREC), Water Access Charge (WAC), and Water Residential Equivalency Charge (WREC) costs are excluded.
- G. Costs for water and gas consumption are excluded. The Construction Manager will have a temp power meter and temp electrical charges included in GMP.
- H. Costs for winter conditions are excluded.
- I. Special Inspections and testing costs are excluded.
- J. Costs for Commissioning are excluded.
- K. This proposal is based upon a construction start of September 8, 2026. Schedule may be subject to change pending final award of contracts, permitting or any item out of Kraus-Anderson's control.
- L. Liquidated Damages are excluded from the GMP.
- M. Builder's Risk Insurance is included.
- N. Prevailing wage requirements are not included.
- O. Excludes design and engineering fees and third-party design reviews.
- P. General liability insurance is included.
- Q. Fixtures, Furniture and Equipment (FF&E) and Technology costs (supply and install) are excluded, except as specifically included in the Contract Documents.
- R. The individual Warranty articles within Part 1 of the individual specification sections require special or extended manufacturer's product warranties. Because manufacturers will not modify their standard warranties, KA will provide those warranties that are commercially available as written at the time of the GMP Estimate, and will not require modifications to the manufacturer's standard warranty language to align with the requirements within the project specifications.
 - a. These warranties are considered manufacturer's "pass-through warranties" and are between the Owner and the specific product manufacturer per the terms and conditions determined by the product manufacturer.

- b. Costs have not been included to modify the terms and conditions of the manufacturer's standard warranties to align with specific requirements within the project specifications. If there are specific areas where the Owner may want to consider requiring the manufacturer to modify their standard warranty language, KA will assist the Owner with those discussions, but cannot guarantee the manufacturers will agree to modify their standard language.

Structural

- A. **Cross Laminated Timber (CLT) Deck Material and Finish:** Douglas Fir CLT and the factory finish as specified are included.
- B. **Glulam Timber Grade and Finish:** Architectural-grade Douglas Fir Glu-Lam and the factory finish as specified are included.
- C. **Foundation Wall Height:** Following conversations with the Design Team, it is anticipated that the foundation wall height will be raised by one foot. The costs associated with this change are included. This includes the associated credit for reducing the architectural precast wall panel height.
- D. **Below Grade Masonry:** Manufacturer's standard grey color masonry units with grey mortar for all masonry units below elevation 100'-0".
- E. **Slab Reinforcement and Slab Concrete Mix:** KA's subcontractor to carry reinforcement or wire mesh as indicated in the structural drawings. The specifications require 1.5 lbs fiber mesh in the concrete mix design for slab on grade, which is commonly in lieu of slab reinforcement. Fiber mesh in the slab on grade concrete mix design is not included.

Roofing & Exterior Enclosure

- A. **Architectural Precast Finish:** To provide PCFIN-40 water wash finish as called out in the contract drawings, the polished finish call for in the precast architectural concrete specification is not included.
- B. **Waterproofing:** To provide WTR PRF-1 to all exterior side of all walls for the surge tank and pump pit area. Specified insulation will be installed on all exterior perimeter walls and all interior walls will have protection board. WTR PRF-2 to be provided under the floor slab of the surge tank and pump pit only as depicted in the contract drawings.
- C. **Damp Proofing:** To provide damp proofing below grade interior CMU foundation walls on both sides. Protection board will only be provided on the exterior CIP perimeter walls of the temperature-controlled spaces, no protection board will be provided on interior CMU walls and exterior CIP walls of unconditioned spaces.

- D. **Crystalline Waterproofing:** To provide an integral crystalline waterproofing admixture in the concrete as call out in the contract drawings, the specified crystalline waterproofing applied to the surface of concrete is excluded.

Interior Construction

- A. **Natural Wood Exclusion:** This project has extensive use of natural woods. The Architectural Woodwork Institute (AWI) recommends relative humidity for indoor spaces containing woodwork between 25 and 55%. This shall be continuously applicable for the life of the interior woodwork. Per AWI: “**Without considerations made** to properly regulate the relative humidity in any space containing architectural woodwork, **some degree of failure of the woodwork can be expected.**” We therefore do not warrant against natural wood shrinkage or expansion. This movement should be expected and anticipated.

Fire Protection

- A. No fire protection system or pump is included.

HVAC & Plumbing

- A. N/A

Electrical Systems

- A. N/A

Civil/Site Work

- A. **Soil Correction:** Per Specification Section 00 3132 – Geotechnical Data, it states that recommendations provided in the Geotechnical Evaluation Report are not part of the contract documents and therefore, no costs are included to follow the recommendations.
- B. **Unit Price:** No Unit Price items were included in Specification Section 01 2200 – Unit Prices, based on this all Unit Price item requirements and cost deducts called out in specification 31 0000 – Earthwork are excluded.

EXHIBIT A-4
ASSUMPTIONS AND CLARIFICATIONS

- C. **Existing Utilities:** Relocation of any public utilities, beyond what is shown on the plans, is excluded. The only exception to this is for the existing sanitary sewer. The cost to demo this service is included per the drawing provided by the City on August 5, 2026.

Alternates Included in Base Bid

- A. The following Alternates have been included in the base bid construction costs as follows:
- a. None.

EXHIBIT A-5

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial

County Number: 19

County Name: DAKOTA

Effective: 2025-12-22 Revised: 2026-02-09

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

* Indicates that adjacent county rates were used for the labor class listed.

County: DAKOTA (19)

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2025-12-22	45.00	26.12	71.12
		2026-05-01	46.25	27.87	74.12
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2025-12-22	45.00	26.12	71.12
		2026-05-01	46.25	27.87	74.12
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2025-12-22	31.66	22.78	54.44
104*	FLAG PERSON	2025-12-22	45.00	26.12	71.12
		2026-05-01	46.25	27.87	74.12
105*	WATCH PERSON	2025-12-22	39.76	24.39	64.15

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
106*	BLASTER	2025-12-22	34.26	18.54	52.80
107	PIPELAYER (WATER, SEWER AND GAS)	2025-12-22	47.50	26.12	73.62
108*	TUNNEL MINER	2025-12-22	45.50	26.12	71.62
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2025-12-22	45.50	26.12	71.62
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2025-12-22	45.00	26.12	71.12
		2026-05-01	46.25	27.87	74.12
111*	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2025-12-22	45.00	26.12	71.12
		2026-05-01	46.25	27.87	74.12
SPECIAL EQUIPMENT (201 - 204)					
201*	ARTICULATED HAULER	2025-12-22	46.51	29.40	75.91
		2026-05-04	48.52	31.00	79.52
202*	BOOM TRUCK	2025-12-22	47.25	29.40	76.65
		2026-05-04	48.52	31.00	79.52
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED	2025-12-22	31.66	22.78	54.44

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS					
204	OFF-ROAD TRUCK	FOR RATE CALL 651-284-5091 OR EMAIL DL.PREVIEW@STATE.MN.US			
205*	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2025-12-22	37.05	19.39	56.44
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2 *		2025-12-22	47.24	29.40	76.64
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3 *		2025-12-22	46.61	29.40	76.01
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316	LOCOMOTIVE CRANE OPERATOR				
320	TANDEM SCRAPER				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4 *		2025-12-22	46.25	29.40	75.65
		2026-05-04	47.68	31.00	78.68
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE. AND SPRAY MACHINE				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)			
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT			
336	CURB MACHINE			
337	DIRECTIONAL BORING MACHINE			
338	DOPE MACHINE (PIPELINE)			
340	DUAL TRACTOR			
341	ELEVATING GRADER			
345	GPS REMOTE OPERATING OF EQUIPMENT			
347	HYDRAULIC TREE PLANTER			
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)			
349	LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)			
350	MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE			
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE			
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE			
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES			
357	PUGMILL			
359	RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)			
360	SCRAPER			
361	SELF-PROPELLED SOIL STABILIZER			
362	SLIP FORM (POWER DRIVEN) (PAVING)			
363	TIE TAMPER AND BALLAST MACHINE			
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)			
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE			
GROUP 5 *	2025-12-22	42.77	29.40	72.17
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)			
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)			
372	FORM TRENCH DIGGER (POWER)			
375	HYDRAULIC LOG SPLITTER			
376	LOADER (BARBER GREENE OR SIMILAR TYPE)			
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER			
379	POWER ACTUATED JACK			
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)			
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER			
383	SHOULDERING MACHINE (POWER) APS CO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER			
384	STUMP CHIPPER AND TREE CHIPPER			
385	TREE FARMER (MACHINE)			

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 6 *		2025-12-22	41.37	29.40	70.77
		2026-05-04	42.60	31.00	73.60
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
389	DREDGE DECK HAND				
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
393	LEVER PERSON				
395	POWER SWEEPER				
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
COMMERCIAL POWER EQUIPMENT OPERATOR					
GROUP 1		2025-12-22	52.39	29.40	81.79
		2026-05-04	54.21	31.00	85.21
501	HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)				
502	TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
503	TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 2		2025-12-22	51.99	29.40	81.39
		2026-05-04	53.79	31.00	84.79
504	CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
505	PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)				
506	TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
507	TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 3		2025-12-22	50.34	29.40	79.74
		2026-05-04	52.08	31.00	83.08
508	ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)				
509	CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)				
510	DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)				
511	STATIONARY TOWER CRANE UP TO 200 FEET				
512	SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
513	TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)				
514	TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 4		2025-12-22	49.95	29.40	79.35

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2026-05-04	51.68	31.00	82.68
515	CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)				
516	FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
517	HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)				
518	LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)				
519	OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)				
520	TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 5		2025-12-22	47.25	29.40	76.65
		2026-05-04	48.52	31.00	79.52
521	AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
522	CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)				
523	CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM				
524	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)				
525	FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)				
526	FRONT END, SKID STEER 1 C YD AND OVER				
527	HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)				
528	MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
529	POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)				
530	PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
531	SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
532	STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)				
533	TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)				
534	WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 6		2025-12-22	45.50	29.40	74.90
		2026-05-04	46.71	31.00	77.71
535	CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536	FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
537	FRONT END, SKID STEER UP TO 1 C YD				
538	GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539	TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
GROUP 7		2025-12-22	44.18	29.40	73.58
		2026-05-04	45.34	31.00	76.34
541	AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542	BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
543	CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)			
544	FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)			
545	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)			
546	PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)			
547	PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)			
GROUP 8	2025-12-22	41.28	29.40	70.68
548	ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)			
549	GREASER (COMMERCIAL CONSTRUCTION ONLY)			
550	MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)			
TRUCK DRIVERS				
GROUP 1	2025-12-22	32.85	9.02	41.87
601	MECHANIC . WELDER			
602	TRACTOR TRAILER DRIVER			
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)			
GROUP 2 *	2025-12-22	25.00	0.00	25.00
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK			
GROUP 3 *	2025-12-22	16.85	6.49	23.34
605	BITUMINOUS DISTRIBUTOR DRIVER			
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)			
607	THREE AXLE UNITS			
GROUP 4	2025-12-22	25.50	9.42	34.92
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)			
609	DUMP PERSON			
610	GREASER			
611	PILOT CAR DRIVER			
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS			
613	TWO AXLE UNIT			
614	SLURRY OPERATOR			
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)			
616	TRACTOR OPERATOR, UNDER 50 H.P.			

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2025-12-22	55.34	33.85	89.19
		2026-06-08	59.39	33.85	93.24
702	BOILERMAKERS	2025-12-22	48.35	31.93	80.28
703	BRICKLAYERS	2025-12-22	49.91	28.34	78.25
		2026-05-01	52.91	28.34	81.25
704	CARPENTERS	2025-12-22	48.56	29.84	78.40
		2026-05-04	51.56	29.84	81.40
705	CARPET LAYERS (LINOLEUM)	2025-12-22	47.25	28.33	75.58
		2026-06-01	50.05	28.33	78.38
706	CEMENT MASONS	2025-12-22	49.31	27.22	76.53
		2026-05-01	52.20	27.22	79.42
707	ELECTRICIANS	2025-12-22	56.80	37.99	94.79
		2026-05-01	61.39	37.99	99.38
708	ELEVATOR CONSTRUCTORS	2025-12-22	62.52	45.36	107.88
		2026-01-01	65.21	46.21	111.42
709	GLAZIERS	2025-12-22	50.98	28.25	79.23
		2026-06-01	54.03	28.25	82.28
710	LATHERS	2025-12-22	50.00	27.35	77.35
		2026-05-04	53.00	27.35	80.35
712	IRONWORKERS	2025-12-22	46.35	37.86	84.21
		2026-05-03	49.50	37.86	87.36
714	MILLWRIGHT	2025-12-22	42.95	37.81	80.76
		2026-05-01	46.15	37.81	83.96
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2025-12-22	45.75	29.09	74.84
		2026-05-04	48.25	29.09	77.34

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
716*	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2025-12-22	47.71	31.98	79.69
717	PIPEFITTERS . STEAMFITTERS	2025-12-22	59.09	36.45	95.54
		2026-05-01	64.09	36.45	100.54
718*	PLASTERERS	2025-12-22	50.20	26.37	76.57
		2026-06-01	53.05	26.37	79.42
719	PLUMBERS	2025-12-22	58.48	34.32	92.80
		2026-05-01	62.78	34.32	97.10
720	ROOFER	2025-12-22	48.32	25.54	73.86
		2026-05-04	51.32	25.54	76.86
721	SHEET METAL WORKERS	2025-12-22	56.71	35.82	92.53
		2026-05-01	60.96	35.82	96.78
722	SPRINKLER FITTERS	2025-12-22	58.10	36.56	94.66
		2026-06-01	62.50	36.46	98.96
723*	TERRAZZO WORKERS	2025-12-22	48.07	27.89	75.96
		2026-05-01	50.80	27.89	78.69
724	TILE SETTERS	2025-12-22	44.92	31.14	76.06
		2026-05-01	47.52	31.14	78.66
725	TILE FINISHERS	2025-12-22	37.16	24.88	62.04
		2026-05-01	39.24	24.88	64.12
726	DRYWALL TAPER	2025-12-22	43.72	30.87	74.59
		2026-05-04	46.47	30.87	77.34
727	WIRING SYSTEM TECHNICIAN	2025-12-22	51.07	24.02	75.09
		2026-07-02	54.44	24.02	78.46
728	WIRING SYSTEMS INSTALLER	2025-12-22	35.78	19.15	54.93
		2026-07-02	38.15	19.15	57.30

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
729	ASBESTOS ABATEMENT WORKER	2025-12-22	41.23	25.99	67.22
730	SIGN ERECTOR	2025-12-22	34.91	20.31	55.22



CITY COUNCIL AGENDA REPORT

DATE:

August 17, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

11.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Conditional Use Permit and Variance for Storage Shed at 1023 Highland Avenue

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution #2026-97 approving a conditional use permit and variance for a storage shed at 1023 Highland Avenue.

OVERVIEW

Application

The Applicant is Michael Adkins, the owner of the single-family home that is located at 1023 Highland Avenue. The Applicant is seeking to build a 240 square foot garden shed in the part of his yard that is to the east of his house. The project needs the following zoning approvals:

1. A conditional use permit for a detached accessory building that is larger than 200 square feet in size. *Per the City Code, a conditional use permit is required for any detached accessory building that is larger than 200 square feet and is not a garage capable of storing motor vehicles. The Applicant already has a detached garage.*
2. A variance to place the shed in an area that is technically a front yard. *The Applicant's property is a corner lot. The eastern property line is the legal front property line even though the house faces the north property line. The Applicant wants to place the shed between the house and the eastern property line in what is legally the property's front yard. Detached accessory buildings are not allowed in front yards.*

Review Timeline

Complete Application Submittal: July 1, 2026

Planning Commission: August 5, 2026

Tentative City Council Review of Conditional Use Permit: August 17, 2026

60-Day Review Deadline: August 30, 2026

Background

The Subject Property, 1023 Highland Avenue, is a single-family home that was constructed in 1886. The property currently has an 846 square foot detached garage (an oversized 3-car garage) that was constructed in 1996. The Applicant has owned the home since 2013. The Applicant has a large family with 9 children and has stated that he has storage needs that significantly exceed what he can fit in his detached garage. He is seeking to construct a 240 square foot storage shed so that he will have space to store yard tools, children's recreational equipment, and bicycles.

Property Characteristics

The subject property consists of a 0.42-acre tax parcel that was created by combining one full platted lot and pieces of two other platted lots from Block 3 of the SOUTH PARK DIVISION NUMBER 6 subdivision which was completed in 1886. The Applicant owns most of Lot 2, all of Lot 3, and most of Lot 4 within Block 3. The subject property's current dimensions have been in place since 2000 when a small piece of land was sold to the adjacent property to the south to resolve a property line issue where a part of that property's garage encroached onto the subject property.

The subject property is considered a corner lot because Highland Avenue turns very sharply as it wraps around the property with an interior angle of 110 degrees. The City Code deems a property to be a corner lot if a street wraps around it and the interior angle of the street curve is less than 135 degrees. Because the property is a corner lot, Highland Avenue north of the subject property is legally considered one street frontage and Highland Avenue east of the subject property is legally considered a second separate street frontage. The City Code states that a corner lot's shortest street frontage is legally considered the front property line, regardless of which direction the front door of the house faces. This means that the Applicant's eastern property line is legally considered the front property line even though the main entrance to the Applicant's house faces the north property line. A detailed analysis of the relevant City Code definitions is included in the attached Planning Commission packet.

Zoning and Comprehensive Plan Guidance

The subject property is zoned R-2 Single and Two Family and is guided "Low Medium Density Residential" in the 2040 Comprehensive Plan. The R-2 zoning district allows single-family homes as a permitted use. The Low Medium Density Residential land use guidance calls for single-family homes, duplexes, and twinhomes. The Applicant's continued use of the property as a single-family home is consistent with its zoning designation and future land use guidance.

Evaluation of Shed Proposal

Lot Coverage

Residential properties are allowed up to 35% lot coverage by buildings. The subject property is currently at about 13% lot coverage so there is plenty of remaining allowance for the proposed storage shed.

Exterior Building Materials and Finish

The proposed shed will have an asphalt shingle roof and LP siding (engineered wood). These are allowed exterior building materials for a shed. The shed is proposed to have a barn-style mansard roof and several farm-style architectural flourishes such as windows and a faux hay-loft door.

Height

Storage sheds are allowed to be up to 12 feet in height. The proposed shed is just under 12 feet and complies with the height limit.

Setbacks

Sheds are required to be set back 5 feet from side property lines if they are located within the front 2/3 of a property. Sheds that are wholly located within the rear third of a property (back by the alley) only require a 3-foot setback. The Applicant's proposed shed is in the front 2/3 of the lot, so it will need to have a 5-foot setback from the side property line.

Size Allowance for Detached Accessory Buildings

Each residential property in the R-2 zoning district is allowed to have up to three detached accessory buildings so long as the total square footage of all three accessory buildings does not exceed 1,200 square feet and the overall property does not have more than 35% lot coverage by buildings. The Applicant will meet these requirements.

Proposed Shed Placement in a Front Yard Area

The City Code states that sheds cannot be placed closer to the front property line than the front of the house is. Sheds and garages, just like privacy fences, need to be at least as far back from the front property line as the nearest front corner of the house. This is an important rule to protect streetscape aesthetics in residential neighborhoods. It would greatly undermine neighborhood curb appeal if people were putting storage sheds in their front yards. Corner lots are expected to play by the same rules as the rest of the block and keep the front yard clear of accessory buildings even in situations where the home builder made the decision to have their house face the side street instead of the front property line.

The Applicant's house faces the side street (Highland Avenue north of the house) instead of facing the front property line (Highland Avenue east of the house). This zoning situation was caused by the lot combination that created the subject property by combining Lot 2, Lot 3, and Lot 4 of Block 3 of SOUTH PARK DIVISION 6. Both Lot 2 and Lot 3 face north and the Applicant's house is oriented to face north towards what would be the front property line if he just owned Lot 2 and Lot 3. Lot 4 faces east and has a different front property line. Because Lot 2, Lot 3, and Lot 4 have all been combined to form one tax parcel, the shortest street frontage becomes the front property line for the entire parcel and the east property line is considered the front property line even though the house faces north.

The Applicant has pointed out in his narrative that his proposed shed location is logical, and he is putting the shed in what "feels" like a street side yard even though it is technically a front yard. People driving by the property who notice the shed will not react as if there is a storage shed in the front yard. It is possible that people driving by the property will not even notice the storage shed because there is an elevation change and the shed will sit in an area that is not readily visible from the public right-of-way.

City Staff supports the Applicant's variance request and agrees that there is a practical difficulty that is unique to the property. The Applicant is seeking to put a shed in a location where it makes sense to place a shed because it functions like a street side yard for his corner lot even though technically, it is the front yard. Sheds are typically allowed in street side yards as long as they are set back at least 9 feet from the street side property line. The City probably would not want the Applicant to put a shed in the subject property's actual street side yard (north of the house) because it would interfere with the aesthetics of the home's front façade and would negatively impact the property to the west, which has a front yard facing north.

Variance Criteria

The City must evaluate variance requests using the criteria laid out in City Code Section 118-39. City Staff and the Planning Commission have made findings in support of the variance which are included in the attached resolution. The criteria are as follows:

- a. That the variance is in harmony with the general purpose and intent of the ordinance.
- b. That the terms of the variance are consistent with the Comprehensive Plan.
- c. That economic considerations are not the reasoning for the variance.
- d. That the Property Owner proposes to utilize the property in a reasonable manner.
- e. That the plight of the property is due to a unique circumstance not created by the property owner.
- f. That the variance will not alter the essential character of the neighborhood.

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.

Planning Commission Public Hearing

The Planning Commission held a public hearing for the variance and conditional use permit at their meeting on August 5th. Pam Davenport, who resides at 717 10th Avenue North, submitted written comments in support of the request (see Attachment 1).

The Planning Commission discussed the Applicant's request and agreed with City Staff's analysis that this is a unique property and the Applicant has a unique practical difficulty that would justify a variance to place a shed in an area that is technically a front yard. City Staff shared that the Applicant still needs to find their side property line and will need to meet the 5-foot side yard setback that is required for sheds that are in the front 2/3 of the yard. The Applicant stated that he will find the property line and is hopeful that he can meet the setback, but there are some large trees in the way that would make it difficult to shift the shed further north without changing its location entirely and putting it in the middle of his yard. Staff noted that the Applicant would need to attempt to obtain a side setback variance in order to deviate from the 5-foot side yard setback requirement.

The Planning Commission recommended approval of the conditional use permit and variance with a 7-0 vote.

Staff Recommendation

City Staff recommends approval of Resolution #2026-97 approving a conditional use permit and a variance for a storage shed at 1023 Highland Avenue.

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Public Hearing Comments
2. Resolution 2026-97
3. Planning Commission Memo

ATTACHMENT 1

PUBLIC HEARING COMMENTS

From: [Pam Davenport](#)
To: [Michael Healy](#)
Subject: Zoning approval for 1023 Highland
Date: Monday, August 3, 2026 1:42:58 PM

Dear Mr. Healy ~

I received my notice of public hearing for construction of a 240 sq.ft. shed in the side yard of 1023 Highland. I do not have time on my calendar to personally attend the meeting, so please accept my comments.

This shed will be set so far off the main line-of-sight for Highland that I have no objection or negative comments for the construction of a 240 square foot shed on this large property. The size of this property alone supports the addition of the shed.

Thank you for sending the notice....

Pam and Terry Davenport
717 10th Avenue North

Caution: External Email - This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-97

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT AND VARIANCE
FOR A STORAGE SHED AT 1023 HIGHLAND AVENUE**

WHEREAS, the City received an application from Michael Adkins requesting the following approvals to construct a 240-square foot storage shed:

1. A conditional use permit for a detached accessory building that is larger than 200 square feet in size. *Per the City Code, a conditional use permit is required for any detached accessory building that is larger than 200 square feet which is not a garage capable of storing motor vehicles. The Applicant already has a detached garage.*
2. A variance to place the shed in an area that is technically a front yard. *The Applicant's property is a corner lot. The eastern property line is the legal front property line even though the house faces the north property line. The Applicant wants to place the shed between the house and the eastern property line in what is legally the property's front yard. Detached accessory buildings are not allowed in front yards.*

WHEREAS, the subject property is located at 1023 Highland Avenue ("the Property"); and legally described as follows:

(See Exhibit A)

WHEREAS, the Planning Commission held a public hearing on the application at their August 5, 2026 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission recommended approval (7-0) of the application at their August 5, 2026 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report dated August 5, 2026 regarding this matter are hereby adopted and included herein by reference including the following attachments:

1. Site Location Map
2. Aerial Photograph

3. Exhibit Showing Front Property Line
4. Excerpt from South Park Division 6 Plat Map
5. Photographs of Subject Property
6. Proposed Site Plan
7. Shed Plans
8. Applicant's Narrative

2. Findings.

A. The City Council determines that the proposed conditional use permit is consistent with the following criteria:

- 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. That the proposed use is appropriate for its proposed location within a residential area and will not adversely affect the residential character of the neighborhood or reduce property values.

B. The City Council determines the proposed shed placement variance is consistent with the following criteria:

- i. That the variance is in harmony with the general purpose and intent of the ordinance.

The general purpose and intent of the ordinance is to prevent detached accessory buildings from undermining streetscape aesthetics by being placed in front yard areas where they are closer to the street than the nearest front corner of the house. On corner lots, sheds are allowed in street side yards as long as they are set back at least 9 feet from the street side

property line. The Applicant is seeking to put a shed in a location where it makes sense to place a shed because it functions like a street side yard for his corner lot even though it is a front yard due to technicalities brought on by a lot combination. The City would not want the Applicant to put a shed in subject property's actual street side yard (north of the house) because it would interfere with the aesthetics of the home's front façade and would negatively impact the property to the west which has a front yard facing north.

- ii. That the terms of the variance are consistent with the Comprehensive Plan.

The comprehensive plan guides the subject property towards continued use as a single-family home. It is appropriate for a single-family home to have a storage shed.

- iii. That economic considerations are not the reasoning for the variance.

Economic considerations are not the reasoning for the variance. The reasoning for the variance is that the Applicant wants to place his shed in a location that makes sense and will not undermine the functionality of his yard or the streetscape aesthetics of his 140-year-old historic home.

- iv. That the Property Owner proposes to utilize the property in a reasonable manner.

It is reasonable to have a garden shed at a single-family home property. It is reasonable to place a garden shed in a street side yard of a corner lot property. The proposed shed will be in an area that functions as a street side yard due to the specifics of the curve of the street, the configuration of the block, and the topography of the neighborhood.

- v. That the plight of the property owner is due to a unique circumstance not created by the property owner.

The plight of the property is due to a lot combination that was undertaken by a previous property owner. That previous owner decided to construct their home with an orientation towards a property line that was originally the front property line of the lot that the house sits on (Lot 3, Block 3) but is no longer considered the front property line because of the lot combination with an adjacent parcel (Lot 4, Block 3). It is not clear whether the lot combination occurred before or after the home was constructed.

Either way, it is unusual for lots that face different streets to be combined into one tax parcel.

- vi. The variance will not alter the essential character of the neighborhood.

The variance will not alter the essential character of the neighborhood. The shed is set back from the front property line and there are topographical considerations that make it very unlikely that anybody in the neighborhood will notice that this variance was granted.

- C. 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 (Michael Adkins) | dated 7/1/2026 |
| b. Narrative (Michael Adkins) | Not dated |
| c. Shed Plans (Backyard Products) | dated 4/1/2026 |
| d. Site Plan Drawn on Survey from 1995 | Not dated |

2. **Building Permit Required.** The Applicant shall obtain a building permit prior to starting construction. All building plans and specifications are subject to the review and approval of the City Building Official.
3. **Zoning Requirements for Building Design.** The storage shed shall be built to the Zoning Standards stated in Section 118-208 and must adhere to all height and setback requirements for storage sheds except that it may encroach into the front yard so long as that encroachment is substantially consistent with the approved site plan.
4. **Limitations on Storage.** The storage shed shall be used only for personal storage. No motor vehicles may be stored in the proposed shed.
5. **Compliance with Home Occupation Regulations.** The storage shed may not be utilized in a manner that violates any of the City's rules for home occupations.
6. **No Use as Living Quarters.** The storage shed may not be used as living quarters.
7. **Setback from Side Property Line.** The shed shall comply with side yard setback requirements. The Applicant is responsible for locating the property line either by finding their property corners or having the property line marked by a licensed surveyor.

8. **Removal of Existing Shed.** The property is only allowed to have one storage shed. The existing plastic storage shed must be removed and the new shed shall not be eligible for a final inspection until the existing shed has been removed.
9. **Termination of the Conditional Use Permit and Variance.** The Conditional Use Permit and/or Variance will terminate automatically if improvements have not substantially begun within one year from the date of approval. Additionally, the violation of any condition of approval in the conditional use permit or variance may terminate the conditional use permit or variance, following a hearing by the City Council.

Adopted this 17th day of August 2026

City Clerk

ATTACHMENTS

A- Legal Description

ATTACHMENT A LEGAL DESCRIPTION

That part of Lots 3 and 4 and the East 30 feet of Lot 2, Block 3, South Park Division No. 6, according to the recorded plat thereof on file and of record, described as follows:

Beginning at the Southwest corner of the East 30 feet of Lot 2, said Block 3, said point being marked by a Judicial Landmark set pursuant to Order of the District Court, First Judicial District, State of Minnesota, County of Dakota, Court File No. C4-99-9547; thence on an assumed bearing of East, along the south line of said Lot 2 a distance of 24.72 feet to a Judicial Landmark set pursuant to said Court File No. C4-99-9547; thence on a bearing of EAST, along said south line of Lot 2 a distance of 5.20 feet to a point on a 35.26 foot radius tangential curve concave to the southwest; thence southeasterly, along said curve, being the southerly lines of Lots 2, 3 and 4, said Block 3, central angle 45 degrees 54 minutes 18 seconds, a distance of 28.25 feet, said point being marked by a Judicial Landmark set pursuant to said Court File No. C4-99-9547; thence North 50 degrees 34 minutes 37 seconds East, 92.49 feet to the intersection with the southeasterly line of said Lot 4, said point being marked by a Judicial Landmark set pursuant to said Court File No. C4-99-9547; thence North 45 degrees 35 minutes 33 seconds East along said southeasterly line of said Lot 4, a distance of 43.47 feet to the most easterly corner of said Lot 4, said point being marked by a Judicial Landmark, set pursuant to said Court File No. C4-99-9547; thence North 20 degrees 12 minutes 41 seconds West, along the northeasterly line of said Lot 4, a distance of 48.22 feet to a point on a 40.00 foot radius tangential curve concave to the southwest, said point being marked by a Judicial Landmark set pursuant to said Court File No. C4-99-9547; thence northwesterly along said curve, being the northeasterly lines of said Lots 3 and 4, central angle 69 degrees 47 minutes 19 seconds a distance of 48.72 feet; thence on a bearing of WEST, tangent to said curve, 98.08 feet to the northwest corner of the east 30.00 feet of said Lot 2; thence South 02 degrees 03 minutes 53 seconds West, along a line directed towards the aforescribed point of beginning, a distance of 0.80 feet, said point being marked by a Judicial Landmark set pursuant to said Court File No. C4-99-9547; thence South 02 degrees 03 minutes 53 seconds West, 149.09 feet to the aforescribed point of beginning and there terminating.

AND

That part of Lot 5, Block 3, South Park Division No. 6, according to the recorded plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota, described as follows:
Commencing at the Southwest corner of the east 30.00 feet of Lot 2, Block 3, South Park Division No. 6; then East along the southerly line of said Lot 2 a distance of 29.92 feet to the Southwest corner of Lot 3, Block 3; thence continuing along the southerly lines of Lots 3 and 4, Block 3 along a curve with a radius of 35.26 feet, delta angle of 45 degrees 54 minutes 18 seconds and a measured length of 28.25 feet to an iron monument; thence Northeasterly along Line A (Line A commencing at said last described iron monument on the Southerly boundary of said Lot 4 and extending on a straight line to a point on the Easterly boundary of said Lot 5 distant 4.00 feet from the most Northerly corner of said Lot 5) to its intersection with the Easterly boundary of Lot 5 which is the point of beginning; thence continuing Northwesterly along said Easterly boundary of Lot 5 a distance of 4.00 feet to the most Northerly corner of said Lot 5; thence South 45 degrees 35 minutes 33 seconds West along the Northerly boundary of said Lot 5 to an iron monument marking its intersection with Line A; thence Northeasterly along said Line A to the point of beginning, and there terminating.

TORRENS PROPERTY.



PLANNING COMMISSION AGENDA REPORT

DATE:

August 5, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

4.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Conditional Use Permit and Variance for Storage Shed at 1023 Highland Avenue

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

A motion recommending approval or denial of a conditional use permit and variance for a storage shed at 1023 Highland Avenue.

OVERVIEW

Application

The Applicant is Michael Adkins, the owner of the single-family home that is located at 1023 Highland Avenue. The Applicant is seeking to build a 240 square foot garden shed in the part of his yard that is to the east of his house. The project needs the following zoning approvals:

1. A conditional use permit for a detached accessory building that is larger than 200 square feet in size. *Per the City Code, a conditional use permit is required for any detached accessory building that is larger than 200 square feet which is not a garage capable of storing motor vehicles. The Applicant already has a detached garage.*
2. A variance to place the shed in an area that is technically a front yard. *The Applicant's property is a corner lot. The eastern property line is the legal front property line even though the house faces the north property line. The Applicant wants to place the shed between the house and the eastern property line in what is legally the property's front yard. Detached accessory buildings are not allowed in front yards.*

Review Timeline

Complete Application Submittal: July 1, 2026

Planning Commission: August 5, 2026

Tentative City Council Review of Conditional Use Permit: August 17, 2026

60-Day Review Deadline: August 30, 2026

Background

The Subject Property, 1023 Highland Avenue, is a single-family home that was constructed in 1886. The property currently has an 846 square foot detached garage (an oversized 3-car garage) that was constructed in 1996. The Applicant has owned the home since 2013. The Applicant has a large family with 9 children and has stated that he has storage needs that significantly exceed what he can fit in his detached garage. He is seeking to construct a 240 square foot storage shed so that he will have space to store yard tools, children's recreational equipment, and bicycles.

Property Characteristics

The subject property consists of a 0.42-acre tax parcel that was created by combining one full platted lot and pieces of two other platted lots from the Block 3 of the SOUTH PARK DIVISION NUMBER 6 subdivision which was completed in 1886. The Applicant owns most of Lot 2, all of Lot 3, and most of Lot 4 within Block 3. The subject property's current dimensions have been in place since 2000 when a small piece of land was sold to the adjacent property to resolve a property line issue where a part of that property's garage encroached onto the subject property.

The subject property is considered a corner lot because Highland Avenue turns very sharply as it wraps around the property with an interior angle of 110 degrees. The City Code deems a property to be a corner lot if a street wraps around it and the interior angle of the street curve is less than 135 degrees. Because the property is a corner lot, Highland Avenue north of the subject property is legally considered one street frontage and Highland Avenue east of the subject property is legally considered a second separate street frontage. The City Code states that a corner lot's shortest street frontage is legally considered the front property line, regardless of which direction the front door of the house faces. This means that the Applicant's eastern property line is legally considered the front property line even though the main entrance to the Applicant's house faces the north property line.

Here are the relevant definitions from Section 118-8 of the City's zoning code:

- *Lot, corner*, means a lot situated at the junction of and abutting on two or more intersecting streets, or a lot at the point of a deflection in alignment of a single street, the interior angle of which does not exceed 135 degrees.
- *Lot line, front*, means the boundary of a lot that abuts a public street or private road. In the case of a corner lot, it shall be the shortest dimension on a public street. If the dimensions of a corner lot are equal, the front lot line shall be designated by the city engineer. In the case of a corner lot in a nonresidential area, the lot shall be deemed to have frontage on both streets.

Zoning and Comprehensive Plan Guidance

The subject property is zoned R-2 Single and Two Family and is guided “Low Medium Density Residential” in the 2040 Comprehensive Plan. The R-2 zoning district allows single-family homes as a permitted use. The Low Medium Density Residential land use guidance calls for single-family homes, duplexes, and twinhomes. The Applicant’s continued use of the property as a single-family home is consistent with its zoning designation and future land use guidance.

Relevant City Code

The following code sections are relevant to this review:

- Section 118-8 of the City Code provides definitions of various zoning concepts
- Section 118-39 of the City Code governs Variances
- Section 118-40 of the City Code governs Conditional Use Permits.
- Section 118-122 of the City Code governs the R-2 Single- and Two-Family Zoning District.
- Section 118-208 of the City Code governs detached accessory buildings.

Evaluation of Shed Proposal

Lot Coverage

Residential properties are allowed up to 35% lot coverage by buildings. The subject property is currently at about 13% lot coverage so there is plenty of remaining allowance for the proposed storage shed.

Exterior Building Materials and Finish

The proposed shed will have an asphalt shingle roof and LP siding (engineered wood). These are allowed exterior building materials for a shed. The shed is proposed to have a barn-style mansard roof and several farm-style architectural flourishes such as windows and a faux hay-loft door.

Height

Storage sheds are allowed to be up to 12 feet in height. The proposed shed is just under 12 feet and complies with the height limit.

Setbacks

Sheds are required to be set back 5 feet from side property lines if they are located within the front 2/3 of a property. Sheds that are wholly located within the rear third of a property only require a 3-foot setback. Sheds that are larger than 200 square feet require a building permit and

must fully comply with the State Building Code which mandates either a 5-foot setback or a firewall along the side of the shed that is closest to the property line.

The Applicant's proposed shed is in the front 2/3 of the lot so it will need to have a 5-foot setback from the side property line. The Applicant will need to adjust their site plan because they were originally hoping to utilize a 3-foot setback.

Size Allowance for Detached Accessory Buildings

Each residential property in the R-2 zoning district is allowed to have up to three detached accessory buildings so long as the total square footage of all three accessory buildings does not exceed 1,200 square feet and the overall property does not have more than 35% lot coverage by buildings.

- Each property is allowed up to a 1,000 square foot detached garage. *The property already has an 846 square foot detached garage.*
- Each property is allowed one non-garage storage building but a conditional use permit is required if said building is larger than 200 square feet. The City can place conditions on the conditional use permit to ensure that it is not being used unlawfully (i.e. as living quarters or as a base of operations for an unlawful home business). *The property currently has a small plastic shed which will need to be removed. As long as the existing shed is removed, Staff supports the Applicant's request to have a 240 square foot storage shed.*
- Each property is allowed one non-storage accessory building such as a greenhouse or gazebo. *The property does not currently have any non-storage accessory buildings.*

Proposed Shed Placement in a Front Yard Area

Section 118-208 of the City Code states the following:

(c) Location.

b. No accessory building shall be located nearer to the front lot line than the principal building on that lot.

This code provision is interpreted in a straightforward manner to mean that a shed cannot be placed in such a manner that it is closer to the front property line than the front of the house is. This means that sheds and garages, just like privacy fences, need to be at least as far back from the front property line as the nearest front corner of the house. This is an important rule to protect streetscape aesthetics in residential neighborhoods. It would greatly undermine neighborhood curb appeal if people were putting storage sheds in their front yards. Corner lots are expected to play by the same rules as the rest of the block and keep the front yard clear of accessory buildings even in situations where the home builder made an architectural decision to have their house face the side street instead of the front property line.

The Applicant's house technically faces the side street (Highland Avenue north of the house) instead of facing the front property line (Highland Avenue east of the house). This zoning situation was caused by the lot combination that created the subject property by combining Lot 2, Lot 3, and Lot 4 of Block 3 of SOUTH PARK DIVISION 6. Both Lot 2 and Lot 3 face north and the Applicant's house is oriented to face north towards what would be the front property line if he just owned Lot 2 and Lot 3. Lot 4 faces east and has a different front property line. Because Lot 2, Lot 3, and Lot 4 have all been combined to form one tax parcel, the shortest street frontage becomes the front property line for the entire parcel and the east property line is considered the front property line even though the house faces north.

The Applicant has pointed out in his narrative that his proposed shed location is logical and he is putting the shed in what "feels" like a street side yard even though it is technically a front yard. People driving by the property who notice the shed will not react as if there is a storage shed in the front yard. It is possible that people driving by the property will not even notice the storage shed because there is an elevation change and the shed will sit in an area that is not readily visible from the public right-of-way. There is a steep elevation change north of the Applicant's property and the house on the opposite side of Highland Avenue sits about 30 feet below the subject property so there is no real visual exchange between the properties.

City Staff supports the Applicant's variance request and agrees that there is a practical difficulty that is unique to the property. The Applicant is seeking to put a shed in a location where it makes sense to place a shed because it functions like a street side yard for his corner lot even though technically it is the front yard. Sheds are typically allowed in street side yards as long as they are set back at least 9 feet from the street side property line. The City probably would not want the Applicant to put a shed in the subject property's actual street side yard (north of the house) because it would interfere with the aesthetics of the home's front façade and would negatively impact the property to the west which has a front yard facing north.

Variance Criteria

The Planning Commission is asked to review the proposed variance using the criteria laid out in City Code Section 118-39. Staff have drafted an analysis that the Planning Commission can use if they wish to recommend approval of the variance.

- a. That the variance is in harmony with the general purpose and intent of the ordinance.

The general purpose and intent of the ordinance is to prevent detached accessory buildings from undermining streetscape aesthetics by being placed in front yard areas where they are closer to the street than the nearest front corner of the house. On corner lots, sheds are allowed in street side yards as long as they are set back at least 9 feet from the street side property line. The Applicant is seeking to put a shed in a location where it makes sense to place a shed because it functions like a street side yard for his corner lot even though it is a front yard due to technicalities brought on by a lot combination. The City would not want the Applicant to put a shed in subject property's actual street side yard (north of the house) because it would interfere with the aesthetics of the home's front façade and would negatively impact the property to

the west which has a front yard facing north.

- b. That the terms of the variance are consistent with the Comprehensive Plan.

The comprehensive plan guides the subject property towards continued use as a single-family home. It is appropriate for a single-family home to have a storage shed.

- c. That economic considerations are not the reasoning for the variance.

Economic considerations are not the reasoning for the variance. The reasoning for the variance is that the Applicant wants to place his shed in a location that makes sense and will not undermine the functionality of his yard or the streetscape aesthetics of his 140-year old historic home.

- d. That the Property Owner proposes to utilize the property in a reasonable manner.

It is reasonable to have a garden shed at a single-family home property. It is reasonable to place a garden shed in a street side yard of a corner lot property. The proposed shed will be in an area that functions as a street side yard due to the specifics of the curve of the street, the configuration of the block, and the topography of the neighborhood.

- e. That the plight of the property is due to a unique circumstance not created by the property owner.

The plight of the property is due to a lot combination that was undertaken by a previous property owner. That previous owner decided to construct their home with an orientation towards a property line that was originally the front property line of the lot that the house sits on (Lot 3, Block 3) but is no longer considered the front property line because of the lot combination with an adjacent parcel (Lot 4, Block 3). It is not clear whether the lot combination occurred before or after the home was constructed. Either way, it is unusual for lots that face different streets to be combined into one tax parcel.

- f. That the variance will not alter the essential character of the neighborhood.

The variance will not alter the essential character of the neighborhood. The shed is set back from the front property line and there are topographical considerations that make it very unlikely that anybody in the neighborhood will notice that this variance was granted.

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.

STAFF RECOMMENDATION

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

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

a. Application (Michael Adkins)	dated 7/1/2026
b. Narrative (Michael Adkins)	Not dated
c. Shed Plans (Backyard Products)	4/1/2026
d. Site Plan Drawn on Survey from 1995	Not dated
2. **Building Permit Required.** The Applicant shall obtain a building permit prior to starting construction. All building plans and specifications are subject to the review and approval of the City Building Official.
3. **Zoning Requirements for Building Design.** The detached garage shall be built to the Zoning Standards stated in Section 118-208 and must adhere to all height and setback requirements for detached garages except that it may encroach into the front yard as shown on the approved site plan.

4. **Limitations on Storage.** The storage shed shall be used only for personal storage. No motor vehicles may be stored in the proposed shed.
5. **Compliance with Home Occupation Regulations.** The storage shed may not be utilized in a manner that violates any of the City's rules for home occupations.
6. **No Use as Living Quarters.** The storage shed may not be used as living quarters.
7. **Setback from Side Property Line.** The shed shall be set back at least 5 feet from the side property line that is shared with the property to the southeast (1011 Highland Avenue). The Applicant is responsible for locating the property line either by finding their property corners or having the property line marked by a licensed surveyor.
8. **Removal of Existing Shed.** The property is only allowed to have one storage shed. The existing plastic storage shed must be removed and the new shed shall not be eligible for a final inspection until the existing shed has been removed.
9. **Termination of the Conditional Use Permit.** The Conditional Use Permit will terminate automatically if improvements have not substantially begun within one year from the date of approval. Additionally, 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 and variance, the following action should be taken:
 - A. Motion to recommend approval of a conditional use permit and variance for a storage shed at 1023 Highland Avenue.
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 and variance for a storage shed at 1023 Highland Avenue.

If the Planning Commission wishes to recommend denial of the variance and/or the conditional use permit, they will need to adopt findings in support of the denial.

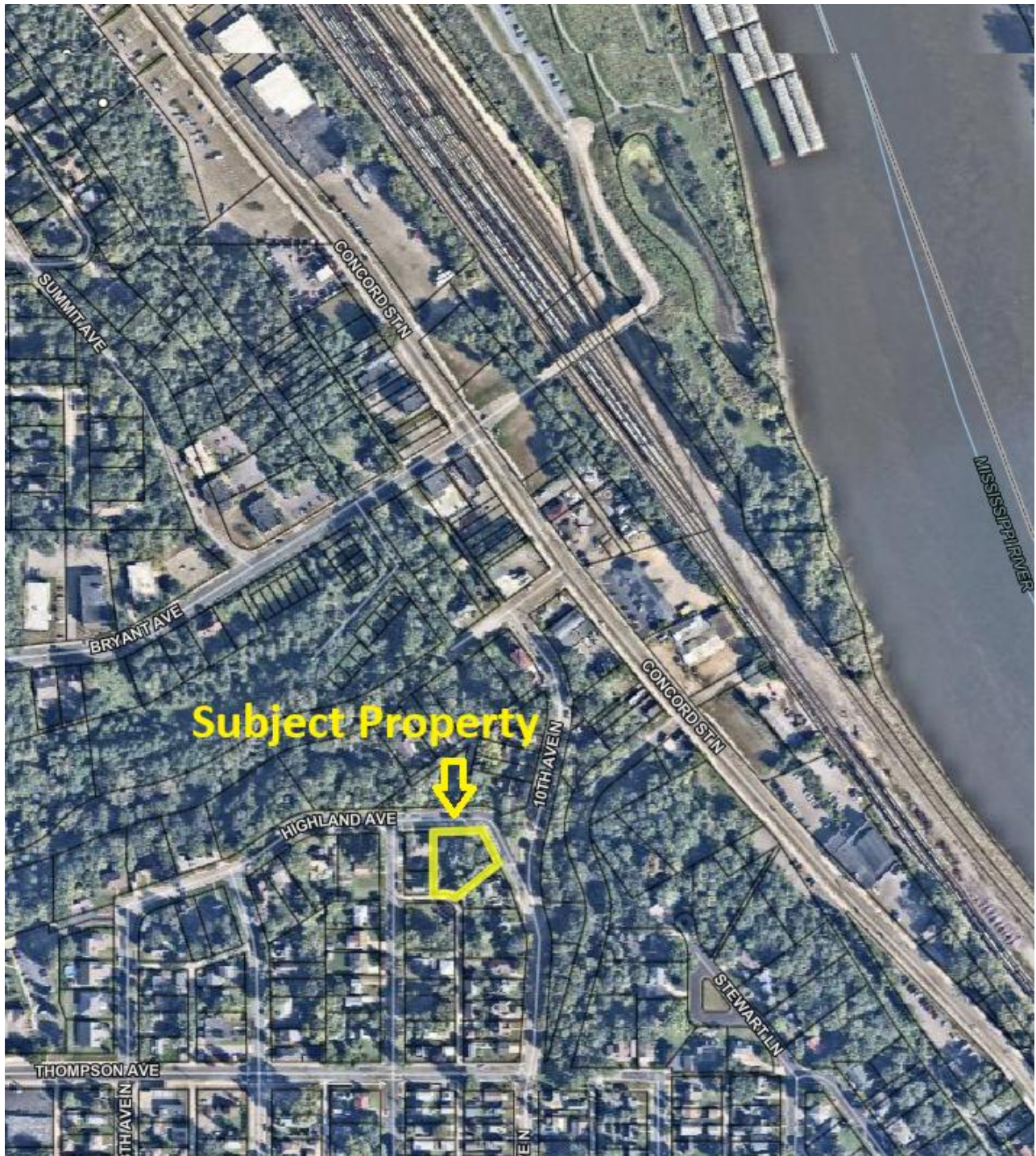
SOURCE OF FUNDS

NA

ATTACHMENTS

1. Site Location Map
2. Aerial Photograph
3. Exhibit Showing Front Property Line
4. Excerpt from South Park Division 6 Plat Map
5. Photographs of Subject Property
6. Proposed Site Plan
7. Shed Plans
8. Applicant's Narrative

ATTACHMENT 1
SITE LOCATION MAP



**ATTACHMENT 2
AERIAL PHOTOGRAPH**



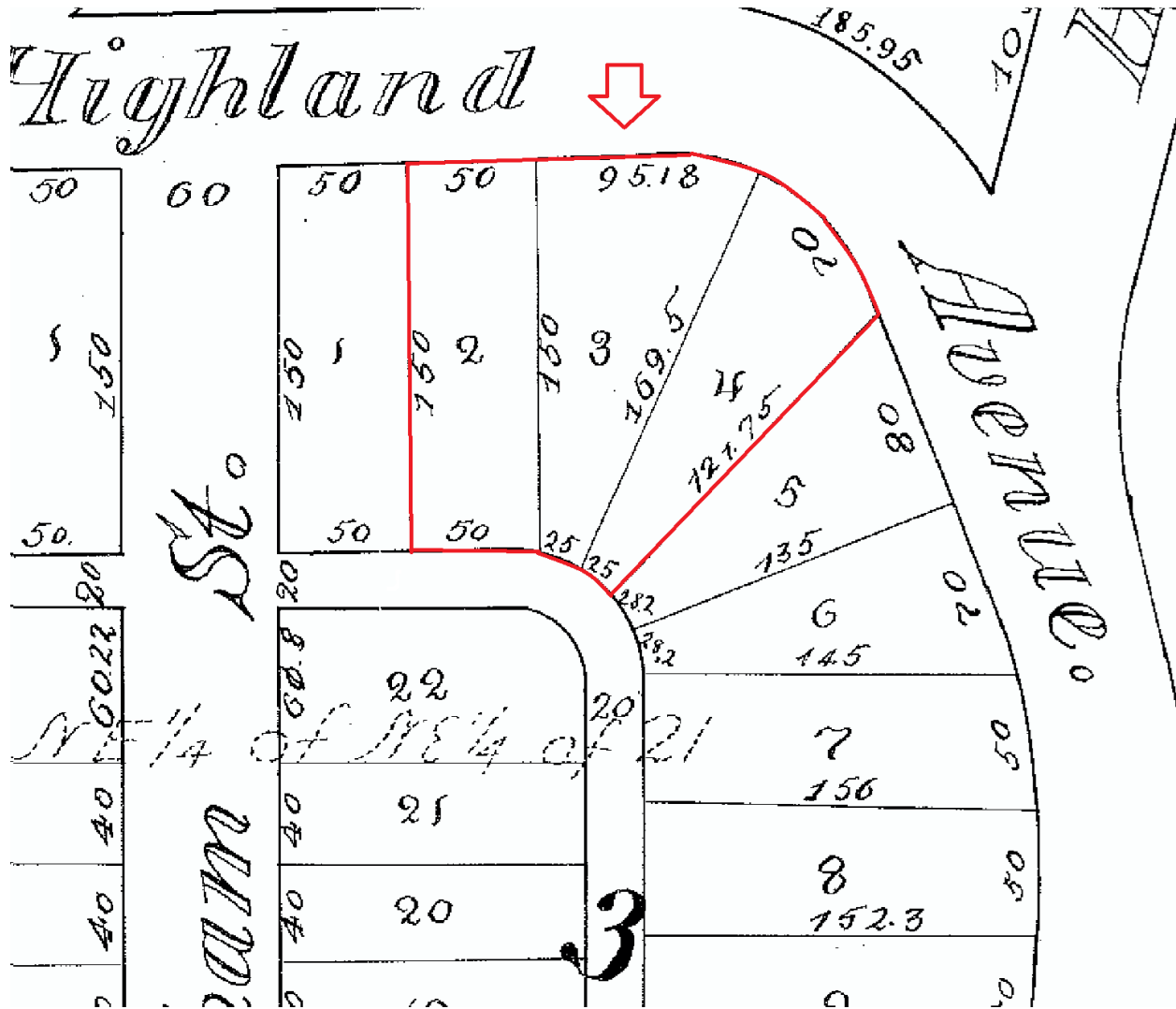
ATTACHMENT 3
EXHIBIT SHOWING FRONT PROPERTY LINE



Lot, corner; means a lot situated at the junction of and abutting on two or more intersecting streets, or a lot at the point of a deflection in alignment of a single street, the interior angle of which does not exceed 135 degrees.

Lot line, front, means the boundary of a lot that abuts a public street or private road. In the case of a corner lot, it shall be the shortest dimension on a public street. If the dimensions of a corner lot are equal, the front lot line shall be designated by the city engineer. In the case of a corner lot in a nonresidential area, the lot shall be deemed to have frontage on both streets.

EXHIBIT 4
EXCERPT FROM SOUTH PARK DIVISION 6 PLAT MAP



- The Applicant's property was created by combining part of Lot 2, all of Lot 3, and part of Lot 4 into a single tax parcel.
- Lot 4 has frontage on a different street segment than Lot 2 and Lot 3.
- Because Lot 4 has the narrowest frontage, its front property line is now considered the legal front property line for the entire tax parcel.

ATTACHMENT 5
PHOTOGRAPHS OF SUBJECT PROPERTY



The main façade of the house faces the street side property line



Highland Avenue Wraps Around the Property at a Sharp Angle and Makes it a Corner Lot



This is the side of the house that faces what is legally the front property line



The proposed shed would be placed at the top of this hill and will have limited visibility from the street



There is dense vegetation along the legal front property line which will block views of the proposed shed from many angles



The shed will be placed roughly where the existing plastic shed is located today

ATTACHMENT 6
PROPOSED SITE PLAN

(612) 457-3845
FAX (612) 457-8642

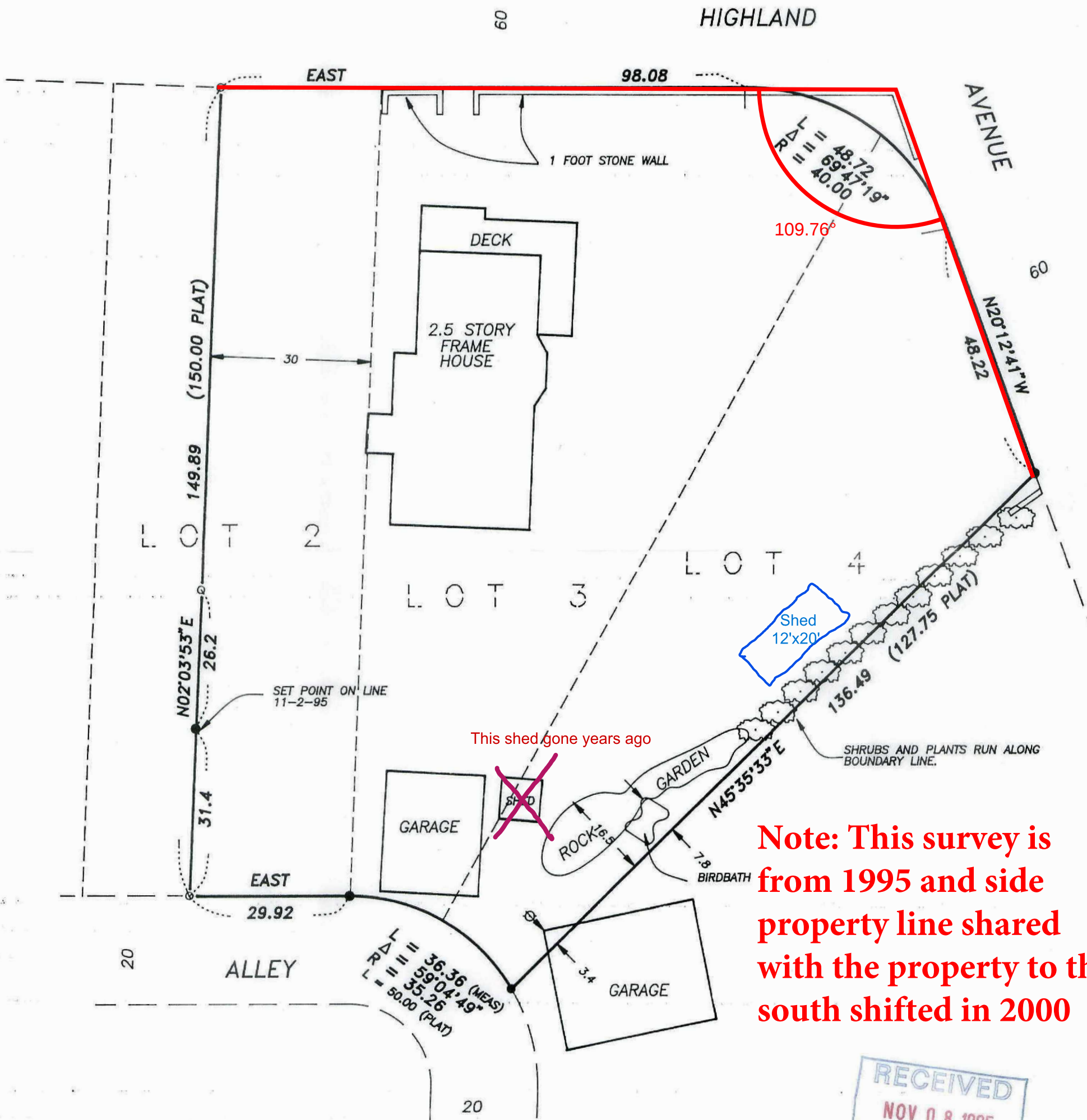
FOR: CAROL STOMBAUGH

DATE: 7 NOVEMBER 1995

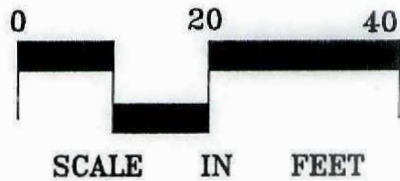
SCALE: 1 inch = 20 feet

LEGAL DESCRIPTION

Lots 3 & 4, and the East 30 feet
of Lot 2, South Park Division No. 6,
Dakota County, Minnesota.



Note: This survey is from 1995 and side property line shared with the property to the south shifted in 2000



GENERAL NOTES:

1. ○ -Denotes iron monument found.
2. ● -Denotes iron monument set.
2. ⊙ -Denotes utility pole.

17795

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

William P. Brown
WILLIAM P. BROWN L.S. MINN. REGISTRATION NO. 19527

Technical drawing of a small building with a gabled roof and a double door. The drawing includes dimensions for the overall structure, the door, and the roof. Callouts identify various trim pieces, the door transom window, hinges, and the floor frame.

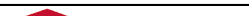
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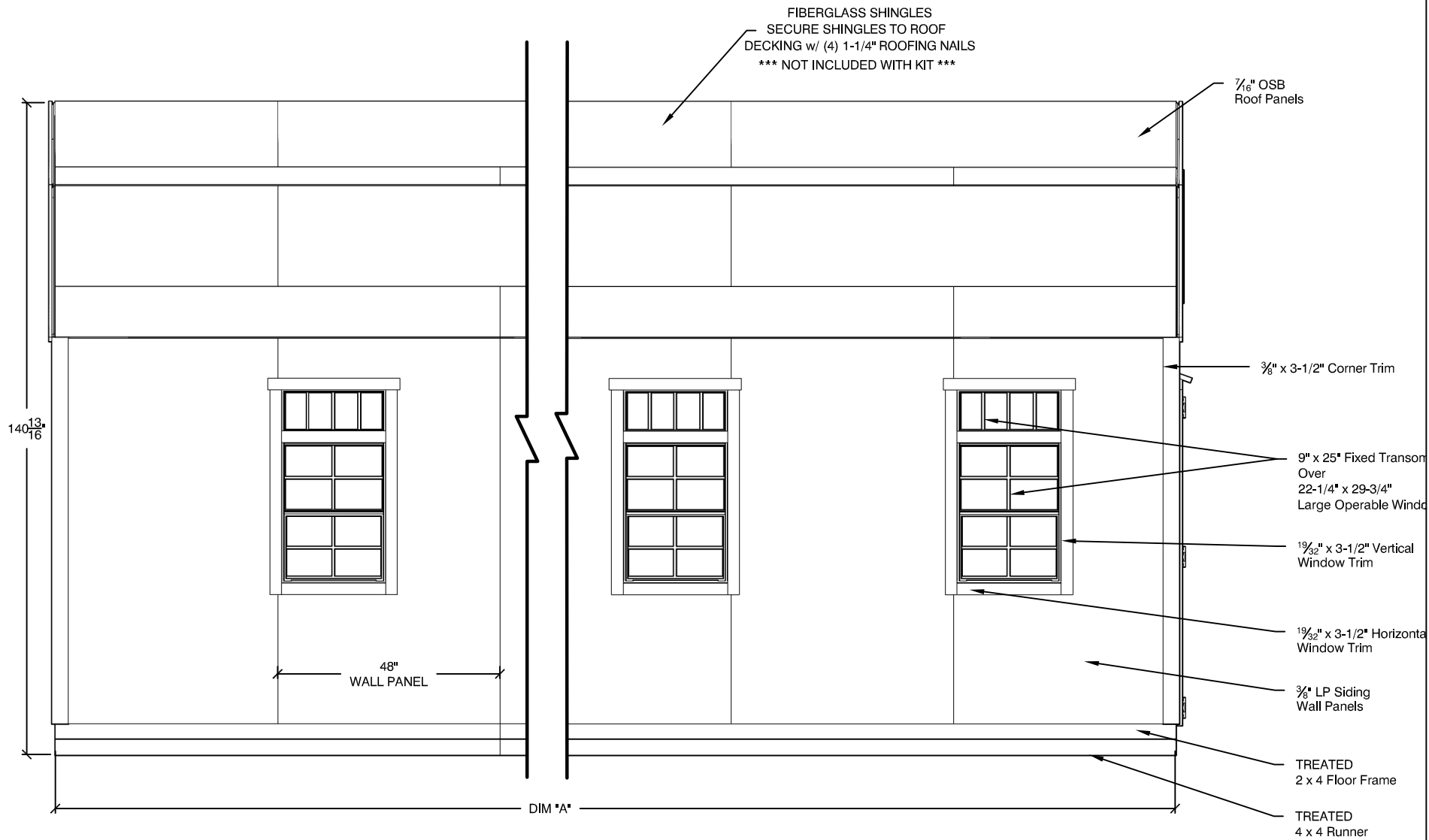
- Overall Width: 146 ³/₁₆"
- Overall Height: 140 ⁷/₈"
- Roof Height: 19 ¹/₃₂"
- Door Height: 72"
- Door Width: 32"
- Sidewall Height: 84"
- Transom Window: 9" x 25"
- Floor Frame: TREATED 2 x 4
- Floor Runner: TREATED 4 x 4

Callouts:

- 19 ¹/₃₂" x 3 ¹/₂" Faux Door Trim
- 19 ¹/₃₂" x 2 ¹/₂" Faux Door Cross Buck Trim
- 19 ¹/₃₂" x 3 ¹/₂" Gable Trim
- 5/4" Over Door Trim/Rain Guard
- 9" x 25" Door Transom Window
- 3/8" x 3 ¹/₂" No Groove Corner Trim
- 3/8" No Groove LP Siding Wall Panel
- Face Mount Hinges
- Locking L-Handle

SCALE: 3/8" = 1'-0"

Depth Dim. "A "	16'-0"	20'-0"	 12' WIDE HAMPTON FRONT WALL ELEVATIONS
Gable 12'-0" wide by:			



LEFT EAVE WALL w/WINDOWS ELEVATIONS

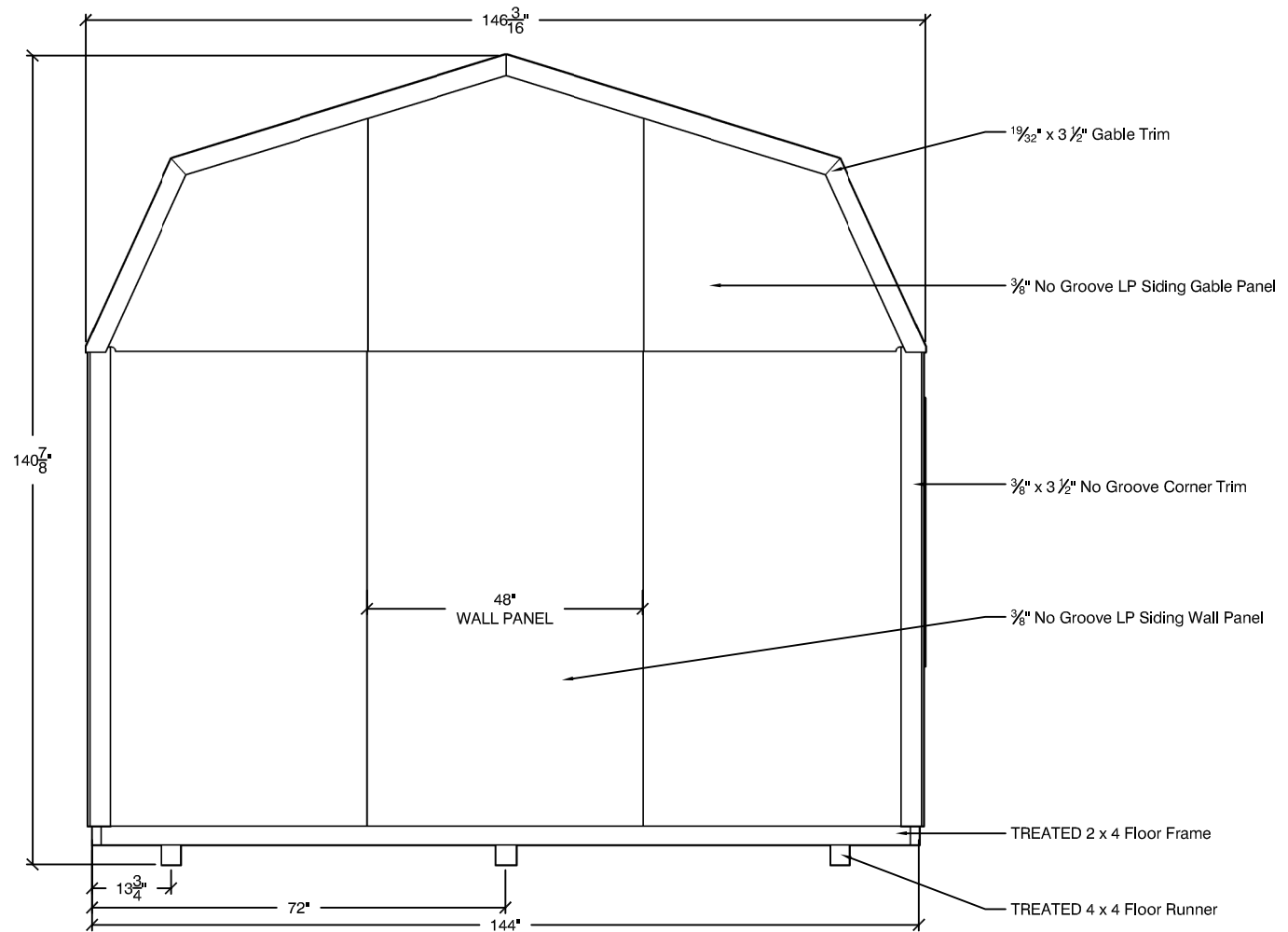
SCALE: 3/8" = 1'-0"

Depth Dim. "A "	16'-0"	20'-0"
Gable 12'-0" wide by:		



12' WIDE HAMPTON LEFT WALL ELEVATIONS

SIZE	ADDRESS	DWG BY.	Last Revision
A	1000 Ternos Dr Monroe, MI 48162	Jake Straub	04/01/2026
SCALE	As Noted	PHONE 734-248-6880	Page 126 of 174



REAR WALL ELEVATIONS

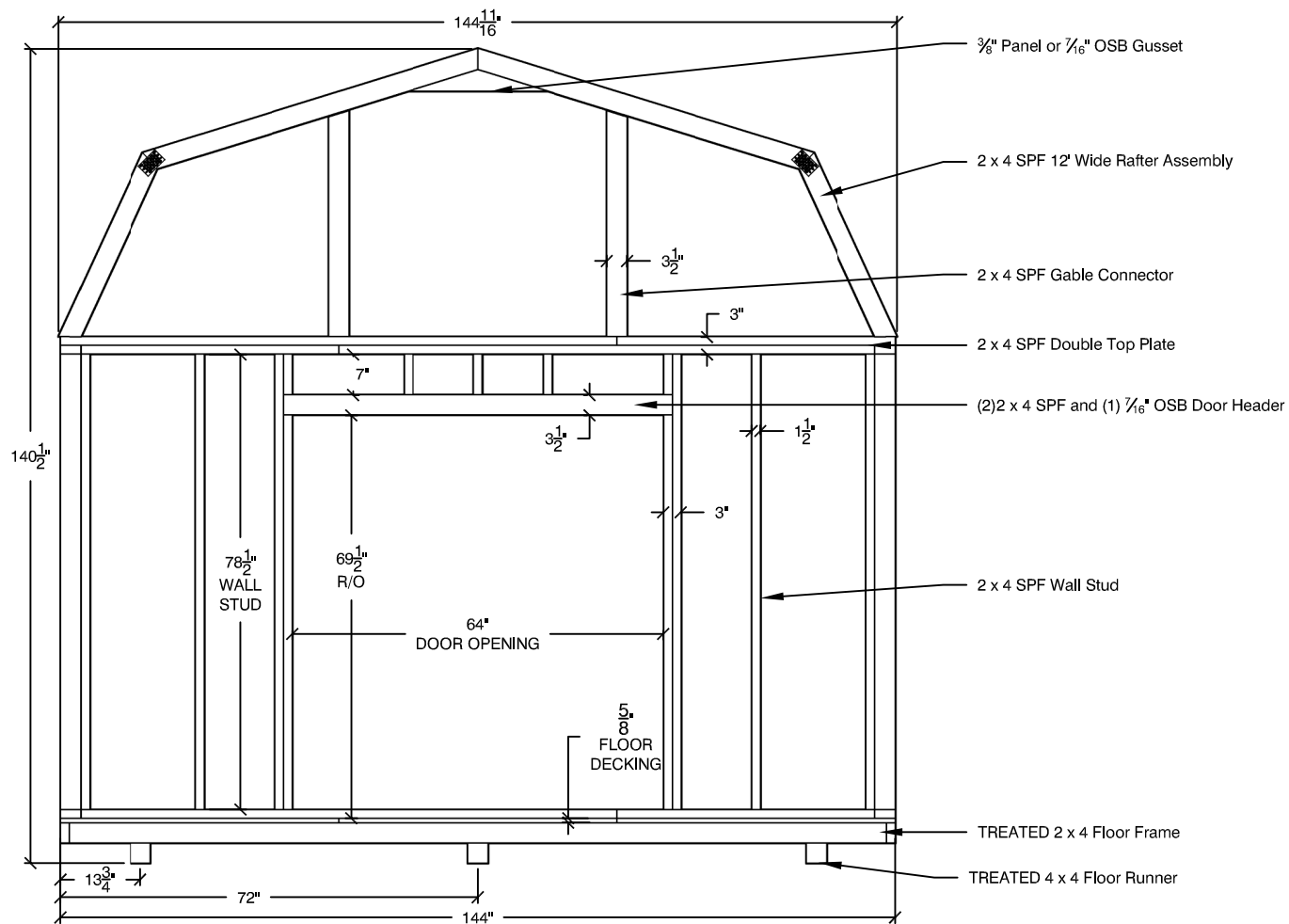
SCALE: 3/8" = 1'-0"

Depth Dim. "A "	16'-0"	20'-0"
Gable 12'-0" wide by:		



12' WIDE HAMPTON
REAR WALL ELEVATIONS

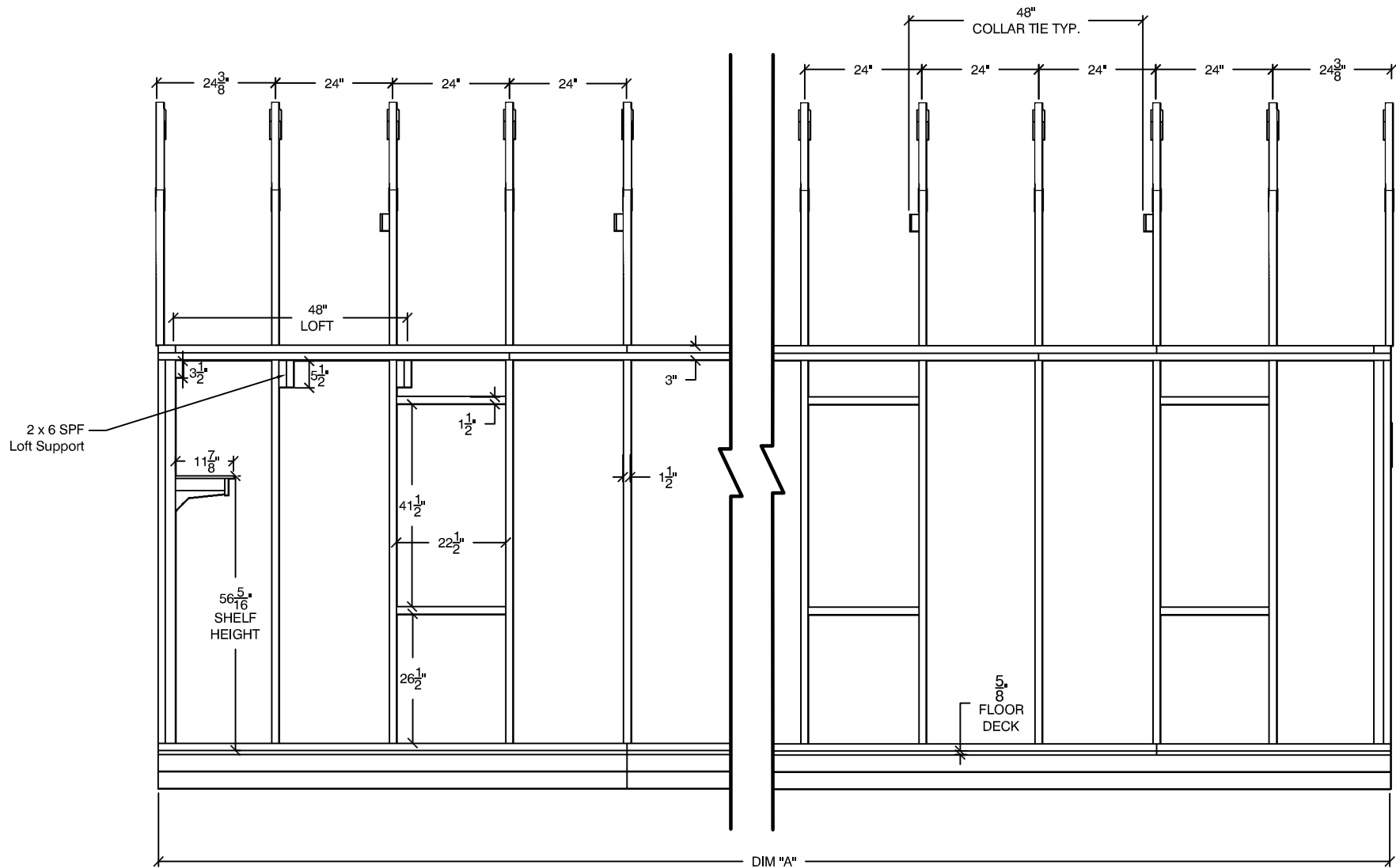
SIZE A	ADDRESS 1000 Ternes Dr Monroe, MI 48162	DWG BY. Jake Straub	Last Revision 04/01/2026
SCALE As Noted	PHONE 734-242-6600	Page 128 of 174	



FRONT WALL FRAME w/DOOR OPENING

SCALE: 3/8" = 1'-0"

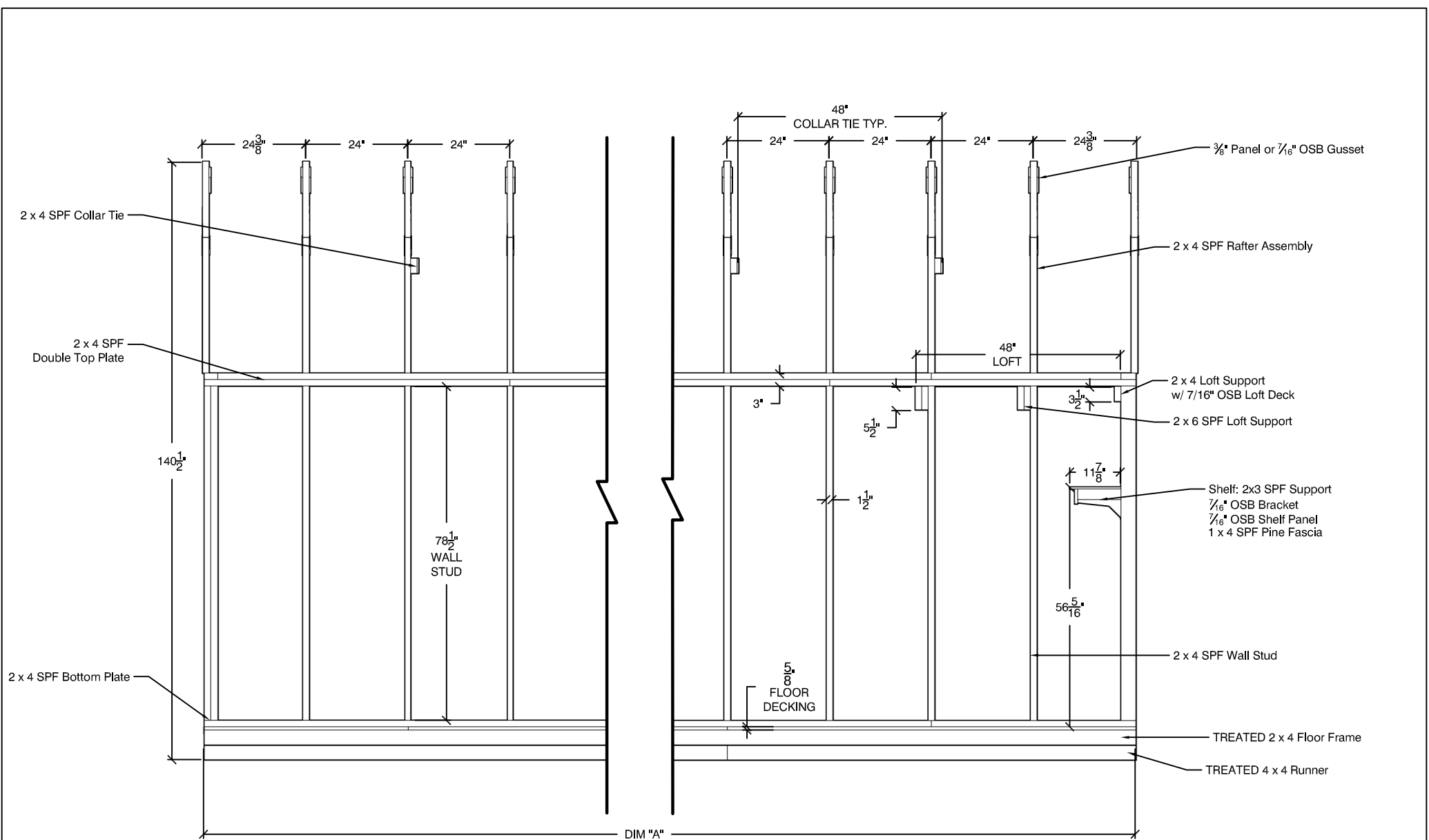
Depth Dim. "A "	16'-0"	20'-0"	BACKYARD PRODUCTS, LLC. HAMPTON PRODUCTS 10' x 14' - 5' 6" PREMIUM STORAGE SOLUTIONS BACKYARD Pro Systems	12' WIDE HAMPTON FRONT WALL FRAME		
Gable 12'-0" wide by:				SIZE A ADDRESS 1000 Ternes Dr Monroe, MI 48162 DWG BY: Jake Straub Last Revision 04/01/2026	Page 129 of 174	



LEFT WALL w/WINDOWS FRAMING

SCALE: 3/8" = 1'-0"

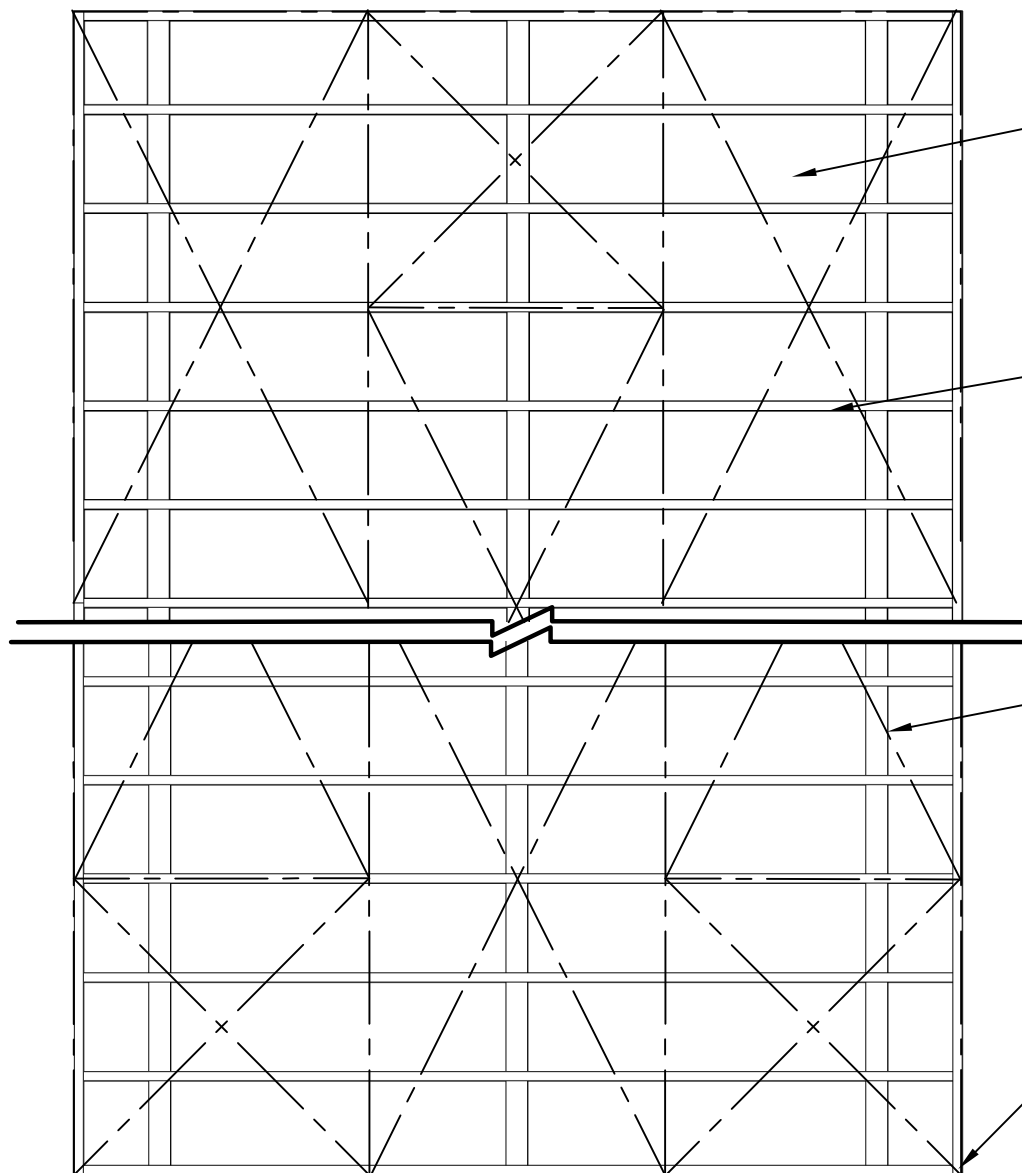
Depth Dim. "A "	16'-0"	20'-0"			
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RIGHT WALL FRAMING

SCALE: 3/8" = 1'-0"

Depth Dim. "A "	16'-0"	20'-0"			12' WIDE HAMPTON RIGHT WALL FRAME SIZE A ADDRESS 1000 Ternes Dr Monroe, MI 48162 DWG BY: Jake Straub LAST REVISION 04/01/2026	
Gable 12'-0" wide by:						
			SCALE	As Noted	PHONE	734-242-6800



5/8" OSB OR CDX TREATED PLYWOOD
 SECURE FLOOR DECKING TO FLOOR JOIST
 W/8d NAILS @ 6" O.C.
 @ EDGES & 12" O.C.
 @ INTERMEDIATE SUPPORTS

2x4 P.T. JOISTS @ 16" O.C. (TYP)...
 SECURE JOIST TO BOX SILL
 W/2-16d NAILS @ EACH JOIST

4X4 P.T. RUNNER BOARD
 SECURE @ JOISTS
 W/4-3" 16D NAILS

2x4 P.T. BOND BOARD (TYP)...
 SECURE BOND @ CORNERS
 W/3-16d NAILS

NOTES

1. WHEN CONCRETE SLAB IS USED, THIS FLOOR FRAMING IS NOT REQUIRED
2. ALL MATERIALS AND LABOR SHALL MEET OR EXCEED APPLICABLE LOCAL CODES.
3. ALL LUMBER TO BE NO. 2 GRADE SPRUCE PINE FIR OR EQUIVALENT.
4. THIS FLOOR FRAMING PLAN IS FOR THE BACKYARD PRODUCTS, LLC. 12' WIDE HAMPTON BUILDING.
5. IN THE EVENT OF A DIMENSIONAL OR MATERIAL DISCREPANCY, NOTIFY BACKYARD PRODUCTS, LLC.

WOODEN FLOOR FRAME

SCALE: 3/8" = 1'-0"

Depth Dim. "A "	16'-0"	20'-0"
Gable 12'-0" wide by:		

BACKYARD
 PRODUCTS, LLC.

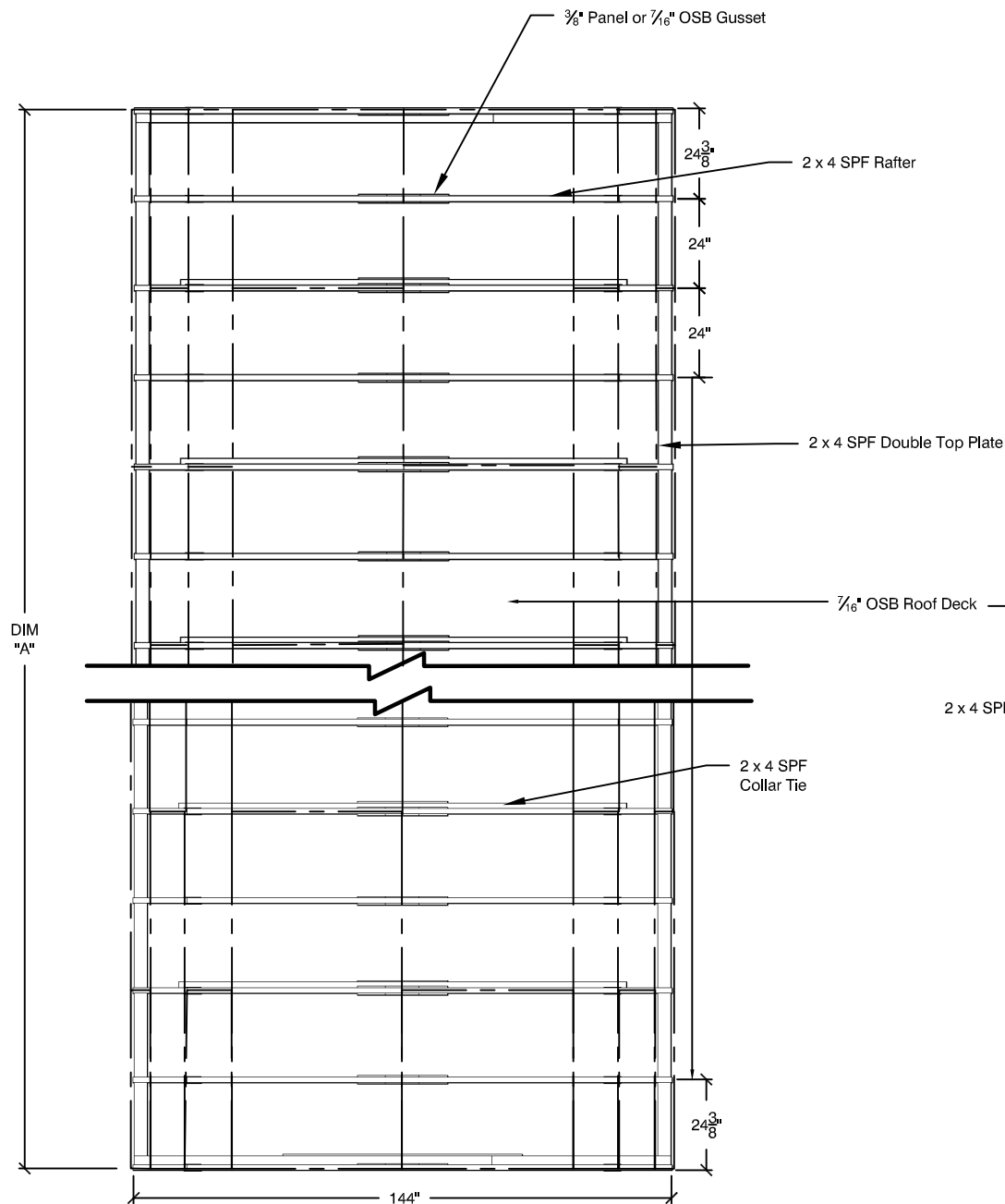
HANTRY HOME PRODUCTS

OUTDOOR STORAGE SOLUTIONS

BACKYARD
 PRO PRODUCTS

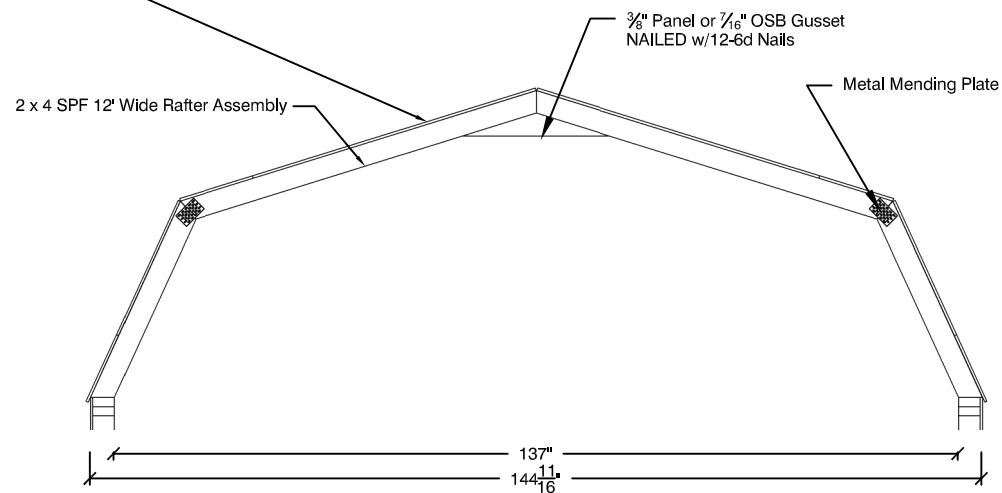
12' WIDE HAMPTON
 WOOD FLOOR LAYOUT

SIZE	ADDRESS	DWG BY.	Last Revision
A	1000 Ternes Dr Monroe, MI 48162	Jake Straub	04/01/2026
SCALE	As Noted	PHONE	734-242-6666



ROOF LAYOUT

SCALE: 3/8" = 1'-0"



RAFTER SECTION

SCALE: 3/8" = 1'-0"

NOTES:

1. Approved Shingles installed per manufacturers instructions with 4 nails per shingle
2. If using drip edge, it must overlap 2" and be nailed every 12" max.

Depth Dim. "A "	16'-0"	20'-0"
Gable 12'-0" wide by:		



12' WIDE HAMPTON ROOF LAYOUT

SIZE A	ADDRESS 1000 Ternes Dr Monroe, MI 48162	DWG BY. Jake Straub	Last Revision 04/01/2026
SCALE As Noted	PHONE 734-242-6666	Page 134 of 174	

EXHIBIT 8

Adkins Site Plan Proposal/Variance Narrative

1023 Highland Ave., South St. Paul, MN 55075

Narrative Basics:



- Professional installation and delivery included
- Best-in-class LP® ProStruct® floor system can hold up to 52 lbs/sq. ft.
- Dimensional shingles with lifetime warranty
- Operable windows invite natural light and fresh air in (quantity varies by size)
- Flexible design allows you to place doors and windows on either side
- Extra-wide 64" double doors accommodate ATVs, wheelbarrows, lawnmowers and more
- Heavy-duty face-mounted hinges hold 250 lbs. of load per door
- Large architectural overhangs
- Two deluxe vents
- Faux hay loft door adds country charm
- Shelf and loft keep tools organized and off the floor
- Aluminum diamond-plate threshold protects the entryway

SIZE

20x12

- 1023 Highland Ave. homeowner wishes to build a 12' x 20' shed in his large approx. 1 acre yard.
- 12' x 20' shed (12' tall) is built by Backyard Solutions and is a Gorilla Shed brand shed/materials (purchased from Costco); shed build plans attached.
- Shed to be constructed on a Class 5 rock base constructed with 6" x 6" treated studs surround and levelled to allow for airflow as well as drainage.
- Shed to be staked down on all four corners as required for wind .
- Shed to be constructed 3 feet as per regulations from the property line of neighbor
- Shed to be painted to match the historic home on the address.
- Shed will have roofing materials and floor that meets specifications.
- Shed usage:
 - Storage of yard tools, yard furniture, etc. as well as bikes and kid stuff (owner has 9 children)
 - Shed for private storage use only.
 - Shed appearance is elegant to match home and enhance yard look while also functional.

Conditional Use Permit:

- Owner requests to build a shed slightly larger than the standard 200 sq. foot limit. Owner hopes to build a 12' x 20' shed (240 sq. feet).
- Need is for storage of lawn tools, furniture, and kids' stuff (e.g. bikes, sports stuff, etc.); owner has 9 kids.
- Shed will only be used for private use and storage (i.e. it will not be a dwelling or used in any way for commercial purposes).

Variance Request:

Adkins Site Plan Proposal/Variance Narrative

1023 Highland Ave., South St. Paul, MN 55075

- Special variance request because technically proposed shed will be closer to what city deems to be “front property line” than principal building (i.e. home) on lot.
- The following are reasons why this variance should be considered and granted due to the unique size and nature of the property:



1. The image above from the city is referenced several times in the reasoning below.
2. My actual front yard is to the north on Highland Ave (same as my next door neighbor) if you drove to the house, what is labelled "front yard" is clearly a side yard and it goes dramatically downhill with the proposed shed area in view. The technicality cited ignores what anyone can plainly see with their eyes in person - the front door of the house looking north is the front yard; everything to the east is a side lot. There's also no sidewalk on what is labelled "front yard" - clearly the city itself doesn't consider that area a front

Adkins Site Plan Proposal/Variance Narrative

1023 Highland Ave., South St. Paul, MN 55075

- yard or it would have continued the sidewalk (a contradiction of city zoning and practicality).
3. As noted above, Highland Ave. on that corner turns down at a drastic angle; the yard itself is hardly viewable to anyone driving or walking on that road and as the road continues downhill and the yard itself gets further and further out of view due to the decline of the road.
 4. I do not have any neighbors (nor are there any properties north and east of my house) anywhere near what has been technically labelled "front lawn" (no one is across the street and not until far down the hill on 10th Ave - and their house faces east) - Highland Ave goes down drastically meeting 10th Ave also heading downhill drastically. There's only a boulevard (which, frankly, the city consistently neglects - and I have to mow and maintain at my own time and cost) across the street. There's literally nothing there but a sidewalk down to Concord and across from that empty woods and no houses. I propose the specs and rules factor if there are neighbors.
 5. The rule states "no accessory building shall be located nearer to the front lot line than the principal building" - the side of the shed is no closer to the labelled "front yard" line and road than the northeast corner of the house at the same angle. Again, that's without factoring additional sight-lines and significant elevation differences from the corner of the house and the side of the proposed shed; shed is probably farther with those factors.
 6. If a person was literally standing on Highland Ave. heading down toward 10th Ave., standing on the spot where it is labelled "Front Property Line" in blue on the map - standing directly on the letter "P" looking up from the street at my property, it's highly likely that person wouldn't even be able to see the proposed shed due to the steep incline of the road as well as blocking trees. Again, elevation, sight-lines, and decline of the road as well as no neighbors should be factored.
 7. My neighbor, Tim Strand, fully supports my shed build; I will obtain his written and signed approval and get it to you prior to the city council meeting and hearing; he's the only neighbor in affected and in the required distance of 350 feet. If needed, I could even get him to call you with approval.
 8. It seems to me that these rules are often about what drivers, walkers, and neighbors can view on a homestead property (as well as numbers of buildings on properties); if that's the case, as I suspect, this shed would hardly be viewable from the road. That seems an important factor.

In conclusion, using the typical technical specs on my property seems extremely unfair, especially when important additional factors haven't been considered: the decline of the road, I have no neighbors across the street anywhere, sight-lines, elevation of my yard in relation to the road, no sidewalk on that area labelled "front yard" as it appears the city agrees that a sidewalk should be in front of my house (front yard) and not on the side yard. Again, I'm on the corner lot with no neighbors across the street on a steep bluff that goes down drastically; nothing about my property aligns with typical rules and variances.

Adkins Site Plan Proposal/Variance Narrative

1023 Highland Ave., South St. Paul, MN 55075

Thank you for considering my shed plan proposal.

Sincerely,

Michael Adkins

Owner

1023 Highland Ave.

South St. Paul, MN 55075

Cell: 651-964-5597



CITY COUNCIL AGENDA REPORT

DATE:

August 17, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

11.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Conditional Use Permit for Fury Motors Off-Site Employee Parking Lot

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve Resolution #2026-98 approving a conditional use permit for an off-site employee parking lot for Fury Motors.

OVERVIEW

Application

The Applicant is Leonard Investments LLC, the owner of the Fury Motors auto dealership at 1000 Concord Street South. The City's Economic Development Authority (EDA) owns a piece of land across the street from the dealership that currently hosts an off-site employee parking lot for Fury Motors. The Applicant constructed the parking lot on City-owned land as part of a lease agreement with the EDA's predecessor (the Housing and Redevelopment Authority, also known as the HRA) that was approved in 2014. The HRA was still trying to determine what its long-term goals were for this property and the off-site employee parking lot was approved as "temporary" with an interim use permit that is now expired. The parking lot was allowed to be built with some performance standards temporarily waived (i.e. no landscaping was required). The interim use permit stated that if the parking lot ever becomes permanent, the Applicant needs to upgrade the parking lot to meet performance standards for a permanent parking lot.

The EDA is seeking to sell the parking lot to the Applicant as part of a land swap agreement. The City needs a piece of land on Warburton Street that is owned by the Applicant to build a water treatment plant next to Well #4 to comply with new federal PFAS regulations that came out in 2024. The Applicant has agreed to sell the City the land if the EDA agrees to sell them the parking lot property. Because the parking lot will now be permanent, it needs a conditional use permit, and it needs to be upgraded to comply with the City Code's landscaping requirements for off-site parking lots.

Review Timeline

Complete Application Submittal: July 16, 2026

Planning Commission: August 5, 2026

City Council Review: August 17, 2026

60-Day Review Deadline: September 14, 2026

Background

The Subject Property consists of eight small tax parcels that are owned by the South St. Paul Economic Development Authority (EDA) and have never been combined into one parcel. The northern part of the subject property was previously a self-service car wash. The southern part of the property was occupied by a commercial building that housed an auctioneer. The Housing and Redevelopment Authority (HRA) acquired both properties and razed the old buildings in 2006 for blight remediation and eventual redevelopment. The City and the HRA did not have a clear vision for the future of this part of Concord Street South in 2006.

In 2014, Fury Motors approached the HRA and requested to lease the subject property to construct a “temporary” parking lot that would help them resolve a parking shortage that was affecting their employees and causing friction in the surrounding business area. Fury stated that they had 153 employees, which was a much larger workforce than they had anticipated when they opened the dealership in 1998 with 39 employees. Fury shared that many of their employees had started parking on public streets on the east side of Concord Street and this was conflicting with truck traffic and leading to friction with other businesses. Fury indicated that they understood that the HRA may eventually want to redevelop the subject property, and they would explore other parking solutions if the HRA ultimately decided not to sell them the land to make their employee parking lot permanent. The HRA agreed to Fury’s request and the City Council granted an interim use permit that allowed Fury Motors to construct a “temporary” parking lot on the subject property at their own expense.

The South Concord Corridor Small Area Plan was completed and adopted in 2025. The adopted plan calls for this area on the east side of Concord Street to be a commercial-industrial flex district. The plan calls for focusing on beautifying the streetscape with a focus on landscaping improvements and the construction of new buildings that are relatively close to the front property line. An off-site parking lot in the proposed location could be considered consistent with the small area plan as long as the street frontage along Concord Street is well-landscaped.

Site Conditions

The subject property is approximately 1.4 acres in size, but a part of the property is covered by a right-of-way easement and has the Concord Street roadway and public sidewalk built over it. The buildable portion of the property outside the right-of-way easement is approximately 1 acre in size. The subject property sits level with Concord Street and there is a roughly 10-foot dropoff between it and the adjacent property to the east (the old Thompson Motors property at 316

Malden). The dropoff area is covered by scrub trees and brush and is not developed. The Applicant has not installed any decorative landscaping at the property and the areas along the street frontages are just turfgrass. The grass along the Richmond Street East frontage is not well established, and this area has some erosion issues. This is due at least in part to this area being used for snow storage during the winter.

The subject property is developed with a 67-stall surface parking lot which currently includes one ADA stall. There is a black chain link fence that runs the length of the Concord Street frontage. At the southern corner of the parking lot, there is a private concrete sidewalk that connects the parking lot to the public sidewalk along Concord Street. The private sidewalk has settled and shifted over the past 12 years and no longer meets ADA requirements. The parking lot does not have any of its own lighting, but there are public streetlights along Concord Street that provide some illumination.

Zoning and Comprehensive Plan Guidance

The subject property is zoned GB-General Business and guided “Commercial” in the 2040 Comprehensive Plan.

Most zoning districts, including the GB district, allow accessory off-site parking lots by conditional use permit if the parking lot adheres to 11 specific rules which are listed in City Code Section 118-353(q). A detailed analysis of how the proposed project relates to the 11 rules is included in the attached Planning Commission packet.

Landscaping

The Applicant constructed the “temporary” parking lot in 2014 with no landscaping whatsoever aside from installing turfgrass along the street frontages. The Applicant agreed in 2014 that code-conforming landscaping would be added in the future if the parking lot ever became permanent. The South Concord Corridor Small Area Plan that was adopted in 2025 calls for beautifying the corridor with well-landscaped street frontages. There have been several development approvals granted along the South Concord Corridor in 2026 and the City has added landscaping requirements to all of these projects in accordance with the small area plan and related zoning requirements.

In support of the EDA’s land sale agreement with the Applicant, Senior Planner Monika Miller has prepared a code-compliant landscaping plan for the Applicant’s off-site parking lot. The landscaping is fully consistent with the goals of the small area plan and should fully satisfy City Code Section 118-353(q)h, which requires robust landscaping along the street frontage when an off-site parking lot occupies a corner lot. The plan includes 11 trees and 48 decorative plantings between the trees. The Applicant has agreed to install the landscaping that is set forth in the plan. City Code Section 118-243 requires that the Applicant escrow \$7,500 to guarantee the landscaping survives its first year. The money will be refunded in full after the Applicant

replaces any plant materials that died during that first year.

The City Engineer has noted that the turf on the south side of the parking lot is not well established and there are erosion issues. She is recommending a condition of approval that requires turf to be established in this area as part of the Applicant's landscape improvements.

Curb Stops

In 2014, the Applicant was allowed to construct the "temporary" parking lot without integral concrete curb and gutter. In lieu of curb and gutter, the Applicant was required to install curb stops at the end of each parking space. The City Engineer has noted that it would be disruptive of the natural environment and wasteful to tear up the existing parking lot, which is still in good condition, to replace it with a new parking lot that has integral concrete curb and gutter. The City Code gives the City Engineer the authority to waive the curb and gutter requirement and authorize a curb stop plan in its place. The City Engineer has agreed to waive the curb and gutter requirement for the Applicant's "permanent" parking lot if the existing curb stops are maintained.

ADA Accessible Parking Stalls

The Americans with Disabilities Act (ADA) requires businesses to provide accessible stalls. The number of required stalls is based on the total number of stalls that the business is providing for employees, customers, and guests. If a dealership has multiple parking lots that are available to employees or guests, the ADA stall requirement is based on the total parking count. Pavement areas that are used exclusively for the storage and display of for-sale vehicles and the storage of cars that are awaiting service do not count towards the total stall count for the purpose of calculating the required number of ADA stalls.

The Applicant currently has most of their required ADA stalls located in the dealership's main parking lot and has just one ADA stall located in the off-site parking lot. If the Applicant continues to maintain an ADA stall in the off-site parking lot, they will need to make some small improvements to the private sidewalk that serves the parking lot to comply with current ADA requirements. Alternatively, the Applicant could simply provide all required ADA stalls in the main parking lot, which is objectively a "better" parking lot with a shorter travel distance for people with disabilities who are trying to reach the dealership. City Staff will work with the Applicant to implement whichever ADA parking option they select.

Lot Combination Required

Parking lots in the GB district are generally required to have a 5-foot setback from side property lines. The "temporary" parking lot that was built in 2014 does not meet this requirement because it consists of 8 separate tax parcels, so the parking lot is punctuated by many property lines. Now

that the parking lot is being made permanent, the setback nonconformity will need to be addressed. The setback issue can be easily fixed by combining the parcels via a tax parcel consolidation through the Dakota County Tax Assessor, which simply requires the Applicant to sign and submit a one-page form. Dakota County will combine the lots free of charge later this year after second-half taxes have been paid.

Participation in Future Replat

The subject property's block is currently very messy from a title standpoint. Many of the parcels are partially covered by right-of-way easements in favor of either the City or Dakota County (Concord Street is a county road). The EDA is interested in cleaning up the title situation on this block with a replat in the future, likely as part of their efforts to redevelop the property to the east. If the EDA initiates a replat, the Applicant should be required to participate in the project to clean up the title of the subject property.

Use of the Off-Site Parking Lot

The existing interim use permit contains a condition that states:

- ***Parking for Employee Parking Only.*** The proposed parking lot shall be limited to Fury employee parking only. No overnight parking, customer parking, parking for vehicles for sale, being stocked or prepped for sale, or for awaiting automotive repair shall be allowed.”

Staff is recommending a similar condition for the conditional use permit. The proposed condition would read:

- ***Use of Off-Site Parking Lot.*** The off-site parking lot may be used for the parking of licensed and operable passenger motor vehicles of employees, customers, and guests of the Fury Motors dealership. No overnight parking between 2 AM and 6 AM is allowed. The parking lot may not be used for the storage or display of vehicles that are for sale or being prepared for sale. The parking lot may not be used for the storage or parking of commercial vehicles or fleet vehicles. The parking lot may not be used for the storage of vehicles awaiting repair. No vehicle repair work or vehicle servicing may take place in the parking lot.

The prohibition on overnight parking is the most important part of this condition of approval, and it is the primary way that City Staff will enforce the condition if there are violations. If cars are

being stored in the parking lot overnight, that means that they are not employee vehicles or customer vehicles.

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.

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 so this conditional use permit will transfer if the Applicant ever sells the Fury Motors dealership. 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 can also enforce the conditions of approval by issuing administrative citations.

The EDA has already made its decision to sell the Applicant the subject property, contingent upon zoning approvals being granted. City Staff supports granting Fury Motors a conditional use permit to formalize and legalize their continued use of the existing off-site parking lot. Staff supports allowing the Applicant to keep the off-site parking lot with its existing design and configuration if appropriate landscaping is installed and ADA requirements are met.

The 11 rules for how an off-site parking lot needs to operate are clearly laid out in Section 118-353(q) of the City Code. The conditional use permit will have “conditions of approval” that align with that City Code section. Staff supports giving the Applicant slightly more flexibility than they had in 2014. The original interim use permit stated that Fury Motors could only use their off-site parking lot for employee parking and were prohibited from allowing customers to park there. Staff would support giving Fury Motors the flexibility to use the parking lot for customer parking during daytime hours, which is something that the City Code would normally allow.

PLANNING COMMISSION PUBLIC HEARING

The Planning Commission held a public hearing for the conditional use permit at their August 5, 2026 meeting. No members of the public spoke at the hearing or submitted comments. Tom Leonard, the owner of Fury Motors, was at the meeting to represent the application and answer questions. The Planning Commission's discussion about the conditional use permit centered on three topics:

1. City Staff had recommended that the Applicant be required to re-stripe the off-site parking lot because the existing striping is badly faded. This is partially to keep parking orderly and partially because parking lots with striping have better curb appeal. Mr. Leonard shared at the meeting that he does not want this to be a condition of approval. He stated that he may re-stripe the lot in the future, but he also wants the option to leave it unstriped. He believes that his employees will park correctly even if the lot is not striped, and he believes that the new landscaping will provide sufficient curb appeal and the striping is unnecessary. The Planning Commission agreed with Mr. Leonard and voted to recommend removing the re-striping condition from the conditional use permit.
2. Several Planning Commissioners expressed safety concerns because the off-site parking lot does not have its own lighting system and relies solely on the public streetlights along Concord Street. The Applicant shared that most employees who use the off-site parking lot are done with work before it is dark out. He also shared that employees will sometimes drive each other to the parking lot for safety. There was a brief discussion about trying to add a "condition of approval" related to adding more site lighting. City Staff advised that the City does have some zoning districts where there is a minimum footcandle level in parking lots, but the GB-General Business zoning district does not have that type of code requirement. The Planning Commission asked the Applicant to explore adding more lighting but did not recommend attaching any new conditions regarding site lighting.
3. The Applicant shared that he would like to see Dakota County upgrade the Richmond/Concord intersection with additional pedestrian safety features. He shared that one of his employees was hit by a car shortly after the off-site parking lot was built in 2014. He says that Dakota County did increase pedestrian crossing times at the intersection and that has helped somewhat, but he would like to see the County make infrastructure improvements at the intersection that would make it even easier for his employees to cross. Several Planning Commissioners expressed that they believe it is unacceptable that Dakota County is not taking this issue more seriously and asked what the City can do to push them to make changes. City Staff shared that Concord Street is a county-owned road and the City lacks the authority to force

any changes to the design of the roadway. City Engineer Gelhar has already reached out to County Staff about the Applicant's concerns, and she has requested that they study the intersection and consider making additional pedestrian safety improvements.

The Planning Commission recommended approval of the conditional use permit with a 7-0 vote with City Staff's recommended conditions, except that they removed the condition requiring that the parking lot be re-striped.

STAFF RECOMMENDATION

City Staff recommends approval of Resolution #2026-98 approving a conditional use permit for Fury Motors' off-site parking lot. *This resolution was prepared to reflect the Planning Commission recommendation.*

LINKS

[EDA Staff Memo for Sale of Parking Lot Property to Leonard Investments LLC](#)
[Planning Commission Staff Memo for 2014 Interim Use Permit](#)
[South Concord Corridor Small Area Plan](#)

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Resolution 2026-98
2. Planning Commission Memo

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-98

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR FURY
MOTORS' OFF-SITE PARKING LOT**

WHEREAS, the City received an application from Leonard Investments, LLC requesting the following approval:

- A Conditional Use Permit for Fury Motors to have an independent accessory parking lot. *The off-site parking lot is located across Concord Street from the Fury Motors dealership. The parking lot was constructed in 2014 as a temporary improvement under the terms of an interim use permit. The Applicant is seeking a conditional use permit to make the off-site parking lot lawful as a permanent improvement.*

WHEREAS, the subject property is a surface parking lot located at the northeast corner of Richmond Street East and Concord Street South ("the Property"); and is legally described as follows:

(See Exhibit A)

WHEREAS, the Planning Commission held a public hearing on the application at their August 5, 2026 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission recommended approval (7-0) of the application at their August 5, 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 August 5, 2026 regarding this matter are hereby adopted and included herein by reference including the following attachments:
 - a. Site Location Map
 - b. Aerial Photograph
 - c. Google Streetview Photographs
 - d. Approved Site Plan from 2014
 - e. ALTA Survey
 - f. Parking Stall Count Exhibit

- g. Off-Site Parking Lot Landscaping Plan
- h. Applicant's Narrative

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. Site Plan (Phillips Architects and Contractors, LTD.) | 9/04/2014 |
| b. Certificate of Survey (Harry S. Johnson Co Land Surveyors) | 8/11/2014 |
| c. Landscaping Plan (Senior Planner Monika Miller) | 7/15/2026 |
| d. Narrative (Thomas Leonard) | 7/6/2026 |

2. **Status of Interim Use Permit.** The Applicant's off-site parking lot was initially constructed under the terms of an interim use permit that was contained in Resolution #2014-161. The interim use permit has expired, and the conditions of approval contained within that resolution are no longer applicable. Therefore, the Interim Use Permit is terminated, null and void and is no longer in force or effect.

3. **Use of Off-Site Parking Lot.** The off-site parking lot may be used for the parking of licensed and operable passenger motor vehicles of employees, customers, and guests of the Fury Motors dealership. No overnight parking between 2 AM and 6 AM is allowed. The parking lot may not be used for the storage or display of vehicles that are for sale or being prepared for sale. The parking lot may not be used for the storage or parking of commercial vehicles or fleet vehicles. The parking lot may not be used for the storage of vehicles awaiting repair. No vehicle repair work or vehicle servicing may take place in the parking lot.
4. **No Exterior Storage.** There shall be no exterior storage of any kind in the off-site parking lot.
5. **Common Ownership Required.** Unless the City approves an amendment to this conditional use permit, the off-site parking lot must be held in common ownership with the Fury Motors dealership that is located across the street at 1000 Concord Street South. The off-site parking lot parcel(s) may not be sold separately from the dealership property without the City's written consent unless the parking lot infrastructure is removed prior to the sale. A deed restriction shall be placed in the deed to this effect.
6. **Lot Combination Required.** The Applicant shall be required to combine the eight parcels that comprise their off-site parking lot using Dakota County's lot combination process. The lot combination form must be submitted to Dakota County by no later than November 1, 2026. The Zoning Administrator may administratively grant additional time to address this condition if title complications prevent the lot combination from taking place by the deadline. The Zoning Administrator may waive or partially waive this condition if it turns out that some or all the parcels cannot be combined without replatting the subject property.
7. **Participation in Future Replat.** If the City or the EDA moves forward with replatting the block where the off-site parking lot sits, the Applicant shall be required to participate in the replat. Unless deemed unnecessary by the City Council, the Applicant shall dedicate as platted right-of-way any land that is currently contained within right-of-way easements.
8. **Lighting.** If the Applicant installs parking lot lighting in the future, 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.
9. **Fencing.** If the Applicant chooses to continue to have a fence along the Concord Street public sidewalk, that fence must be a black transparent chain link fence, a decorative transparent fence, or a decorative masonry wall. A transparent fence cannot be taller than 4 feet. A masonry wall cannot be taller than 3.5 feet.

- 10. ADA Accessible Parking Stall Count.** The dealership's main property and the off-site parking lot are considered holistically when determining how many ADA accessible parking stalls need to be provided. The Applicant must comply with the requirement that a specific number of ADA stalls be provided at the business based on the total number of stalls that are provided for customer plus employee parking at both parking lots. Pavement areas that are not available for employees or the public which are used solely for the storage and display of for-sale vehicles or the storage of vehicles waiting for repair are not counted in ADA calculations.
- 11. Sidewalk Upgrades if ADA Stall Remains in Off-Site Parking Lot.** The Applicant may provide all their required ADA stalls in their main lot next to the dealership. If the Applicant chooses to continue to provide an ADA accessible stall in the off-site parking lot, the private sidewalk that connects the off-site parking lot to the public sidewalk along Concord Street must be upgraded to meet current ADA requirements. The walk must be at least 4 feet wide with a maximum cross slope of 2%. It must have a landing area that is at least 4' x 4' and no more than 2% slope in any direction. This condition of approval must be satisfied by June 1, 2027.
- 12. Curb Stops.** The design of the off-site parking lot in 2014 was approved with curb stops instead of integral curbing. The Applicant shall maintain the curb stops in good repair in accordance with the approved site plan.
- 13. Installation and Maintenance of Required Landscaping.** The Applicant shall be responsible for installing and maintaining all landscape materials shown on the approved landscape plan prepared by Senior Planner Monika Miller which is dated July 15, 2026. All landscaping shown on the plan must be installed by June 1, 2027.
- 14. Landscape Guarantee.** The Applicant shall establish a landscape escrow in the amount of \$7,500 or 125% of the estimated cost of implementing the approved landscaping plan, whichever is less. The security shall be maintained for at least one year after the date that the landscape materials have been planted. After one year has passed, the Applicant must replace any required landscape materials that are not alive or are in an unhealthy state. Once the City has confirmed that the replacements have been installed, the entire security may be released. The landscape escrow must be submitted to the Zoning Administrator by November 1, 2026.
- 15. Turf Reestablishment.** The Applicant shall reestablish the turf south of the parking lot. There are currently a lot of exposed soils and some erosion in this area. This condition of approval must be satisfied by June 1, 2027.
- 16. Termination of the Conditional Use Permit.** 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 17th day of August, 2026

City Clerk

Exhibits

A- Legal Description

EXHIBIT A
LEGAL DESCRIPTION

The Land is described as follows:

Parcel 1

Lot 6, Block 18, Spring Park, Dakota County, Minnesota.

Parcel 2

Lots 7 and 8, Block 18, Spring Park, Dakota County, Minnesota.

Parcel 3

Lots 9, 10, 11, 12, 13 and 14, Block 18, Spring Park, Dakota County, Minnesota, Except:
That part of Lot 14, Block 18, Spring Park, Dakota County, Minnesota, including that part of
vacated Concord Street that accrued to said lot described as follows: Beginning at a point on the
Northeasterly line of Lot 14, a distance of 2.76 feet Northwesterly of the Southeasterly corner
thereof; thence Southeasterly to said Southeast corner 2.76 feet; thence Southwesterly along the
Southeasterly line of said Lot 14 and the extension thereof to the Northeasterly line of Concord
Street; thence Northeasterly to the point of beginning.

Parcel 4

Lots 15, 16, 17, 18, 19 and 20, Block 18, Spring Park, Dakota County, Minnesota.

Parcel 5

Lot 21, Block 18, Spring Park, Dakota County, Minnesota.

Parcel 6

Lot 22, Block 18, Spring Park, Dakota County, Minnesota.

Parcel 7

Lot 23, Block 18, Spring Park, Dakota County, Minnesota.

Parcel 8

Lot 24, Block 18, Spring Park, Dakota County, Minnesota.

All in Abstract Property



PLANNING COMMISSION AGENDA REPORT

DATE:

August 5, 2026

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Michael Healy

AGENDA ITEM NUMBER:

4.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Conditional Use Permit for Fury Motors Off-Site Employee Parking Lot

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

A motion recommending approval or denial of a conditional use permit for an off-site employee parking lot for Fury Motors.

OVERVIEW

Application

The Applicant is Leonard Investments LLC, the owner of the Fury Motors auto dealership at 1000 Concord Street South. The City's Economic Development Authority (EDA) owns a piece of land across the street from the dealership that currently hosts an off-site employee parking lot for Fury Motors. The Applicant constructed the parking lot on City-owned land as part of a lease agreement with the EDA's predecessor (the Housing and Redevelopment Authority, also known as the HRA) that was approved in 2014. This arrangement was viewed at the time as being "temporary" as the HRA was actively working to acquire adjacent property and facilitate the large-scale redevelopment of the entire block. Consequently, the off-site employee parking lot was approved as "temporary" with an interim use permit that is now expired. The parking lot was allowed to be built with some performance standards temporarily waived (i.e. no landscaping was required). The interim use permit stated that if the parking lot ever becomes permanent, the Applicant needs to upgrade the parking lot to meet performance standards for a permanent parking lot.

The EDA is seeking to sell the parking lot to the Applicant as part of a land swap agreement. The City needs a piece of land on Warburton Street that is owned by the Applicant to build a water treatment plant next to Well #4 to comply with new federal PFAS regulations that came out in 2024. The Applicant has agreed to sell the City the land if the EDA agrees to sell them the parking lot property. Because the parking lot will now be permanent, it needs a conditional use permit, and it will need to be upgraded to comply with the City Code's landscaping requirements for off-site parking lots.

Review Timeline

Complete Application Submittal: July 16, 2026

Planning Commission: August 5, 2026

Tentative City Council Review: August 17, 2026

60-Day Review Deadline: September 14, 2026

Background

The Subject Property consists of eight small tax parcels that are owned by the South St. Paul Economic Development Authority (EDA) and have never been combined into one parcel. The northern part of the subject property was previously a self-service car wash. The southern part of the property was occupied by a commercial building that housed an auctioneer. The Housing and Redevelopment Authority (HRA) acquired both properties and razed the old buildings in 2006. At the time, the HRA's goal was to facilitate the redevelopment of the entire block as one unified project, but it was unclear exactly what shape that project would take. The City and the HRA did not have a clear vision for the future of this part of Concord Street South in 2006.

In 2014, Fury Motors approached the HRA and requested to lease the subject property to construct a "temporary" parking lot that would help them resolve a parking shortage that was affecting their employees and causing friction in the surrounding business area. Fury stated that they had 153 employees, which was a much larger workforce than they had anticipated when they opened the dealership in 1998 with 39 employees. Fury shared that many of their employees had started parking on public streets on the east side of Concord Street and this was conflicting with truck traffic and leading to friction with other businesses. Fury indicated that they understood that the HRA may eventually want to redevelop the subject property, and they would explore other parking solutions if the HRA ultimately decided not to sell them the land to make their employee parking lot permanent. The HRA agreed to Fury's request and the City Council granted an interim use permit that allowed Fury Motors to construct a "temporary" parking lot on the subject property at their own expense.

The South Concord Corridor Small Area Plan was completed and adopted in 2025. The adopted plan calls for this area on the east side of Concord Street to be a commercial-industrial flex district. The plan calls for focusing on beautifying the streetscape with a focus on landscaping improvements and the construction of new buildings that are relatively close to the front property line. An off-site parking lot in the proposed location could be considered consistent with the small area plan as long as the street frontage along Concord Street is well-landscaped.

Site Conditions

The subject property is approximately 1.4 acres in size, but a part of the property is covered by a right-of-way easement and has the Concord Street roadway and public sidewalk built over it. The buildable portion of the property outside the right-of-way easement is approximately 1 acre in size. The subject property sits level with Concord Street and there is a roughly 10-foot dropoff

between it and the adjacent property to the east (the old Thompson Motors property at 316 Malden). The dropoff area is covered by scrub trees and brush and is not developed. The Applicant has not installed any decorative landscaping at the property and the areas along the street frontages are just turfgrass. The grass along the Richmond Street East frontage is not well established and this area has some erosion issues. This is due at least in part to this area being used for snow storage during the winter.

The subject property is developed with a 67-stall surface parking lot which currently includes one ADA stall. There is a black chain link fence that runs the length of the Concord Street frontage. At the southern corner of the parking lot, there is a private concrete sidewalk that connects the parking lot to the public sidewalk along Concord Street. The private sidewalk has settled and shifted over the past 12 years and no longer meets ADA requirements.

Zoning and Comprehensive Plan Guidance

The subject property is zoned GB-General Business and guided “Commercial” in the 2040 Comprehensive Plan.

Most zoning districts, including the GB district, allow accessory off-site parking lots by conditional use permit if the parking lot adheres to the following criteria which are listed out in City Code Section 118-353(q):

- a. Single-family homes, two-family homes, and three-family homes are not eligible for this conditional use permit.

This provision is not relevant.

- b. The independent accessory surface parking lot parcel must be located in a zoning district that allows the principal use.

The off-site parking lot has GB-General Business zoning which is the same as the Fury Motors dealership across the street. Auto dealerships are a conditional use in the GB zoning district.

- c. The independent accessory surface parking lot must be located within 500 feet of the principal use, measured from the nearest property line of each parcel.

The closest part of the off-site parking lot property is less than 150 feet from the Fury Motors dealership property.

- d. The lot is to be used only for the parking of operable passenger motor vehicles of employees, customers or guests of the principal use, who shall be responsible for its maintenance.

A similar condition was placed in the original interim use permit that was granted in 2014. This will also need to be a condition in the conditional use permit that makes the off-site parking lot permanent.

- e. Exterior storage is not allowed.

This will be a condition in the conditional use permit.

- f. Sales of motor vehicles, repair work or servicing of any kind is not allowed.

This was a condition on the original interim use permit that was granted in 2014 and it will also need to be a condition in the conditional use permit.

- g. The independent accessory surface parking lot must comply with all paving, landscaping, and screening requirements that are applicable to accessory parking lots in the underlying zoning district. Additional requirements may be imposed as part of the conditional use permit based on the parking lot proposal and the character of the area.

Per City Code Section 118-353(f), permanent parking lots with more than 6 parking stalls are required to have landscaping or other screening along the front setback line, between the parking area and the front sidewalk or street curb. The Applicant's proposed landscaping plan will bring the property into compliance with this requirement.

- h. Independent accessory surface parking lots are discouraged from being located on a corner lot and some zoning districts may prohibit this placement. If located on a corner lot, the property lines of the independent accessory parking lot that adjoin the street must be buffered by a low masonry wall, decorative fence, extensive landscaping, or a combination of those treatments.

The existing off-site parking lot is located on a corner lot. The Applicant currently has a black chain link fence up along the edge of the parking lot rather than an ornamental fence. There is currently no landscaping along the parking lot.

The Applicant has expressed a desire to keep the existing fence rather than replace it with an ornamental fence. The Applicant has worked with City Staff to design a landscape plan that should satisfy the requirement that this type of corner lot parking lot property be “well landscaped.”

- i. The acreage of the independent accessory surface parking lot parcel and the principal use parcel shall both be considered for the purposes of calculating compliance with minimum floor area ratio requirements and any other similar requirements that may exist in an underlying zoning district.

The GB-General Business district does not currently have a minimum floor area ratio requirement.

- j. The independent accessory surface parking lot parcel and the principal use parcel must be in common ownership and shall be tied together by deed restriction, or a comparable legal instrument and the parking lot parcel may not be sold separately without the city's written consent unless the parking lot infrastructure is removed before the sale.

The recorded City Council resolution approving the conditional use permit will reference this requirement and the EDA will place a deed restriction on the property as part of the land sale.

- k. In lieu of a conditional use permit, the property owner may combine the

principal use parcel and the independent accessory surface parking lot parcel through a lot combination or replat if the lots are adjacent to or abutting each other, are in the same zoning district, and are not divided by a road or alley.

This provision is not relevant.

Relevant City Code

The following code sections are relevant to this review:

- Section 118-40 of the City Code governs Conditional Use Permits.
- Section 118-128 of the City Code governs the GB-General Business 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.

Landscaping

The Applicant constructed the “temporary” parking lot in 2014 with no landscaping whatsoever aside from installing turfgrass along the street frontages. The Applicant agreed in 2014 that code-conforming landscaping would be added in the future if the parking lot ever became permanent. The South Concord Corridor Small Area Plan that was adopted in 2025 calls for beautifying the corridor with well-landscaped street frontages. There have been several development approvals granted along the South Concord Corridor in 2026 and the City has added landscaping requirements to all of these projects in accordance with the small area plan and related zoning requirements.

In support of the EDA’s land sale agreement with the Applicant, Senior Planner Monika Miller has prepared a code-compliant landscaping plan for the Applicant’s off-site parking lot. The landscaping is fully consistent with the goals of the small area plan and should fully satisfy City Code Section 118-353(q)h which requires robust landscaping along the street frontage when an off-site parking lot occupies a corner lot. The plan includes 11 trees and 48 decorative plantings between the trees. The Applicant has agreed to install the landscaping that is set forth in the plan. City Code Section 118-243 requires that the Applicant escrow \$7,500 to guarantee the landscaping survives its first year. The money will be refunded in full after the Applicant replaces any plant materials that died during that first year.

The City Engineer has noted that the turf on the south side of the parking lot has been highly damaged (this is where snow is piled during the winter) and there are erosion issues. She is recommending a condition of approval that requires turf to be reestablished in this area as part of the Applicant’s landscape improvements.

Curb Stops

In 2014, the Applicant was allowed to construct the “temporary” parking lot without integral concrete curb and gutter. In lieu of curb and gutter, the Applicant was required to install curb stops at the end of each parking space. The City Engineer has noted that it would be disruptive of the natural environment and also wasteful to tear up the existing parking lot, which is still in good condition, to replace it with a new parking lot that has integral concrete curb and gutter. The City Code gives the City Engineer the authority to waive the curb and gutter requirement and authorize a curb stop plan in its place. The City Engineer has agreed to waive the curb and gutter requirement for the Applicant’s “permanent” parking lot if the existing curb stops are maintained.

ADA Accessible Parking Stalls

The Americans with Disabilities Act (ADA) requires businesses to provide accessible stalls. The number of required stalls is based on the total number of stalls that the business is providing for employees, customers, and guests. If a dealership has multiple parking lots that are available to employees or guests, the ADA stall requirement is based on the total parking count. Pavement areas that are used exclusively for the storage and display of for-sale vehicles and the storage of cars that are awaiting service do not count towards the total stall count for the purpose of calculating the required number of ADA stalls.

The Applicant currently has most of their required ADA stalls located in the dealership’s main parking lot and has just one ADA stall located in the off-site parking lot. If the Applicant continues to maintain an ADA stall in the off-site parking lot, they will need to make some small improvements to the private sidewalk that serves the parking lot to comply with current ADA requirements. Alternatively, the Applicant could simply provide all required ADA stalls in the main parking lot which is objectively a “better” parking lot with a shorter travel distance for people with disabilities who are trying to reach the dealership. City Staff will work with the Applicant to implement whichever ADA parking option he selects.

Lot Combination Required

Parking lots in the GB district are generally required to have a 5-foot setback from side property lines. The “temporary” parking lot that was built in 2014 does not meet this requirement because it consists of 8 separate tax parcels, so the parking lot is punctuated by many property lines. Now that the parking lot is being made permanent, the setback nonconformity will need to be addressed. The setback issue can be easily fixed by combining the parcels via a tax parcel consolidation through the Dakota County Tax Assessor which simply requires the Applicant to sign and submit a one-page form. Dakota County will combine the lots free of charge later this year after second-half taxes have been paid.

Participation in Future Replat

The subject property's block is currently very messy from a title standpoint. Many of the parcels are partially covered by right-of-way easements in favor of either the City or Dakota County (Concord Street is a county road). The EDA is interested in cleaning up the title situation on this block with a replat in the future, likely as part of their efforts to redevelop the property to the east. If the EDA initiates a replat, the Applicant should be required to participate in the project to clean up the title of the subject property.

Use of the Off-Site Parking Lot

The existing interim use permit contains a condition that states:

- ***Parking for Employee Parking Only.*** The proposed parking lot shall be limited to Fury employee parking only. No overnight parking, customer parking, parking for vehicles for sale, being stocked or prepped for sale, or for awaiting automotive repair shall be allowed."

Staff is recommending a similar condition for the conditional use permit. The proposed condition would read:

- ***Use of Off-Site Parking Lot.*** The off-site parking lot may be used for the parking of licensed and operable passenger motor vehicles of employees, customers, and guests of the Fury Motors dealership. No overnight parking between 2 AM and 6 AM is allowed. The parking lot may not be used for the storage or display of vehicles that are for sale or being prepared for sale. The parking lot may not be used for the storage or parking of commercial vehicles or fleet vehicles. The parking lot may not be used for the storage of vehicles awaiting repair. No vehicle repair work or vehicle servicing may take place in the parking lot.

The prohibition on overnight parking is the most important part of this condition of approval, and it is the primary way that City Staff will enforce the condition if there are violations. If cars are being stored in the parking lot overnight, that means that they are not employee vehicles or customer vehicles.

Surrounding Land Uses

Direction	Existing Use	Existing Zoning	Comp Plan Guidance
<i>West</i> <i>(across Concord)</i>	Gas Station and Convenience Store	GB-General Business	Commercial
<i>North</i> <i>(across Malden)</i>	Contractor business	I-Industrial	Commercial
<i>East</i>	Vacant EDA-owned Property	I-Industrial	Commercial
<i>South</i> <i>(Across Richmond)</i>	Contractor business	GB-General Business	Commercial

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.

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 can also enforce the conditions of approval by issuing administrative citations.

The EDA has already made its decision to sell the Applicant the subject property, contingent upon zoning approvals being granted. City Staff supports granting Fury Motors a conditional use permit to formalize and legalize their continued use of the existing off-site parking lot. Staff supports allowing the Applicant to keep the off-site parking lot with its existing design and configuration if appropriate landscaping is installed and ADA requirements are met.

The rules for how an off-site parking lot needs to operate are clearly laid out in Section 118-353(q) of the City Code. The conditional use permit will have “conditions of approval” that align with that City Code section. Staff supports giving the Applicant slightly more flexibility than they had in 2014. The original interim use permit stated that Fury Motors could only use their off-site parking lot for employee parking and were prohibited from allowing customers to park

there. Staff would support giving Fury Motors the flexibility to use the parking lot for customer parking during daytime hours which is something that the City Code would normally allow.

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. Site Plan (Phillips Architects and Contractors, LTD.)	9/04/2014
b. Certificate of Survey (Harry S. Johnson Co Land Surveyors)	8/11/2014
c. Landscaping Plan (Senior Planner Monika Miller)	7/15/2026
d. Narrative (Thomas Leonard)	7/6/2026

2. **Status of Interim Use Permit.** The Applicant's off-site parking lot was initially constructed under the terms of an interim use permit that was contained in Resolution #2014-161. The interim use permit has expired, and the conditions of approval contained within that resolution are no longer applicable. Therefore, the Interim Use Permit is terminated, null and void and is no longer in force or effect.
3. **Use of Off-Site Parking Lot.** The off-site parking lot may be used for the parking of licensed and operable passenger motor vehicles of employees, customers, and guests of the Fury Motors dealership. No overnight parking between 2 AM and 6 AM is allowed. The parking lot may not be used for the storage or display of vehicles that are for sale or being prepared for sale. The parking lot may not be used for the storage or parking of commercial vehicles or fleet vehicles. The parking lot may not be used for the storage of vehicles awaiting repair. No vehicle repair work or vehicle servicing may take place in the parking lot.
4. **No Exterior Storage.** There shall be no exterior storage of any kind in the off-site parking lot.
5. **Common Ownership Required.** Unless the City approves an amendment to this conditional use permit, the off-site parking lot must be held in common ownership with the Fury Motors dealership that is located across the street at 1000 Concord Street South. The off-site parking lot parcel(s) may not be sold separately from the dealership property without the City's written consent unless the parking lot infrastructure is removed prior to the sale. A deed restriction shall be placed in the deed to this effect.

6. **Lot Combination Required.** The Applicant shall be required to combine the eight parcels that comprise their off-site parking lot using Dakota County's lot combination process. The lot combination form must be submitted to Dakota County by no later than November 1, 2026. The Zoning Administrator may administratively grant additional time to address this condition if title complications prevent the lot combination from taking place by the deadline. The Zoning Administrator may waive or partially waive this condition if it turns out that some or all the parcels cannot be combined without replatting the subject property.
7. **Participation in Future Replat.** If the City or the EDA moves forward with replatting the block where the off-site parking lot sits, the Applicant shall be required to participate in the replat. Unless deemed unnecessary by the City Council, the Applicant shall dedicate as platted right-of-way any land that is currently contained within right-of-way easements.
8. **Lighting.** If the Applicant installs parking lot lighting in the future, 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.
9. **Fencing.** If the Applicant chooses to continue to have a fence along the Concord Street public sidewalk, that fence must be a black transparent chain link fence, a decorative transparent fence, or a decorative masonry wall. A transparent fence cannot be taller than 4 feet. A masonry wall cannot be taller than 3.5 feet.
10. **ADA Accessible Parking Stall Count.** The dealership's main property and the off-site parking lot are considered holistically when determining how many ADA accessible parking stalls need to be provided. The Applicant must comply with the requirement that a specific number of ADA stalls be provided at the business based on the total number of stalls that are provided for customer plus employee parking at both parking lots. Pavement areas that are not available for employees or the public which are used solely for the storage and display of for-sale vehicles or the storage of vehicles waiting for repair are not counted in ADA calculations.
11. **Sidewalk Upgrades if ADA Stall Remains in Off-Site Parking Lot.** The Applicant may provide all their required ADA stalls in their main lot next to the dealership. If the Applicant chooses to continue to provide an ADA accessible stall in the off-site parking

lot, the private sidewalk that connects the off-site parking lot to the public sidewalk along Concord Street must be upgraded to meet current ADA requirements. The walk must be at least 4 feet wide with a maximum cross slope of 2%. It must have a landing area that is at least 4' x 4' and no more than 2% slope in any direction. This condition of approval must be satisfied by June 1, 2027.

12. **Parking Lot Striping.** The off-site parking lot shall be striped to delineate parking stalls. Passable access aisles which can be used for emergency access shall be maintained and the Applicant shall maintain the correct parking space dimensions. The existing striping is badly faded, and the Applicant shall restripe the parking lot by no later than June 1, 2027.
13. **Curb Stops.** The design of the off-site parking lot in 2014 was approved with curb stops instead of integral curbing. The Applicant shall maintain the curb stops in good repair in accordance with the approved site plan.
14. **Installation and Maintenance of Required Landscaping.** The Applicant shall be responsible for installing and maintaining all landscape materials shown on the approved landscape plan prepared by Senior Planner Monika Miller which is dated July 15, 2026. All landscaping shown on the plan must be installed by June 1, 2027.
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16. **Turf Reestablishment.** The Applicant shall reestablish the turf south of the parking lot. There are currently a lot of exposed soils and some erosion in this area. This condition of approval must be satisfied by June 1, 2027.
17. **Termination of the Conditional Use Permit.** 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 Fury Motors' off-site parking lot.
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 Fury Motors' off-site parking lot.

If the Planning Commission wishes to recommend denial, they will need to adopt specific findings which indicate how the parking lot proposal fails to meet the City Code's criteria for conditional use permits or the required performance standards for an off-site parking lot.

LINKS

[EDA Staff Memo for Sale of Parking Lot Property to Leonard Investments LLC](#)
[Planning Commission Staff Memo for 2014 Interim Use Permit](#)
[South Concord Corridor Small Area Plan](#)

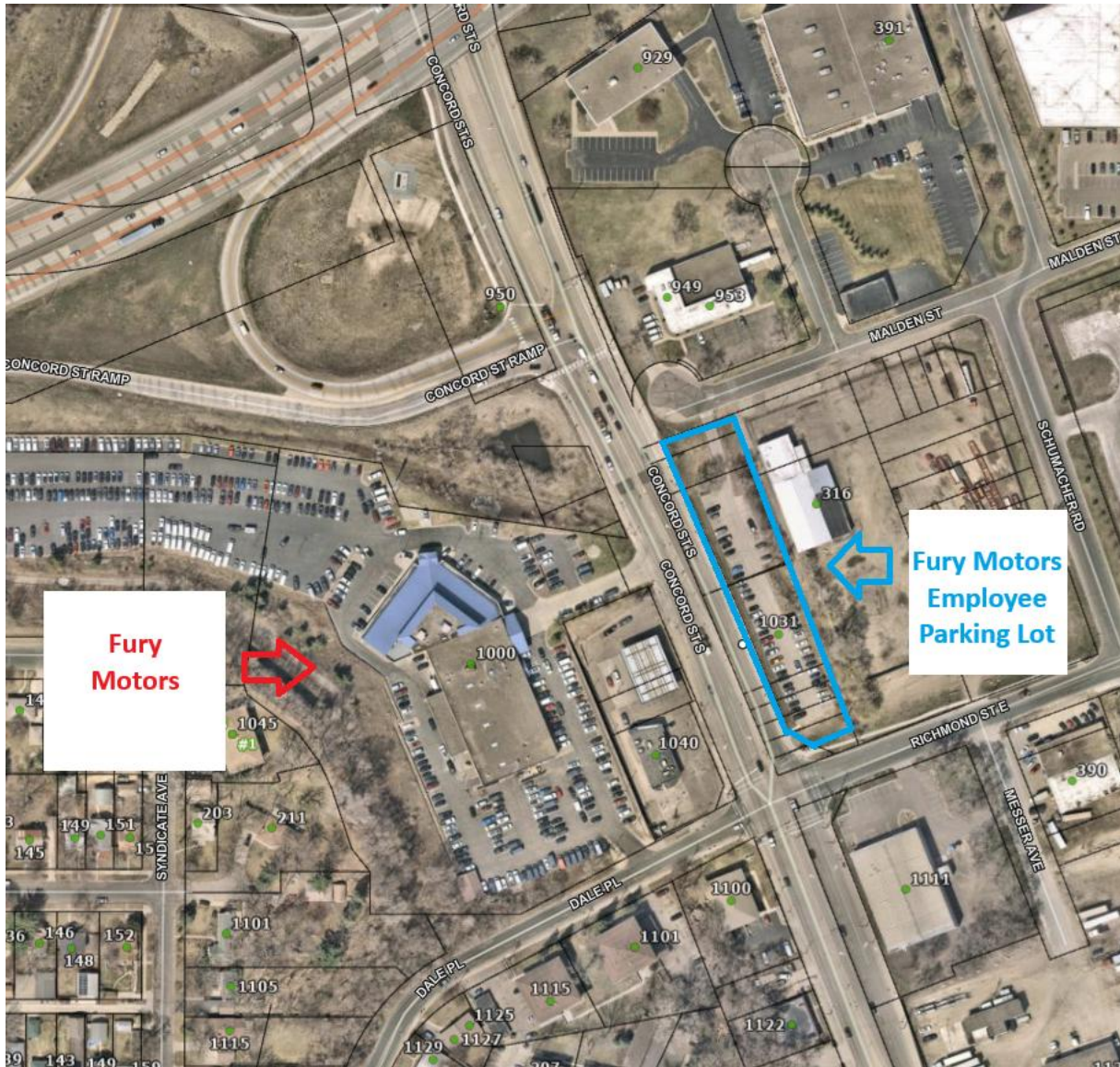
SOURCE OF FUNDS

NA

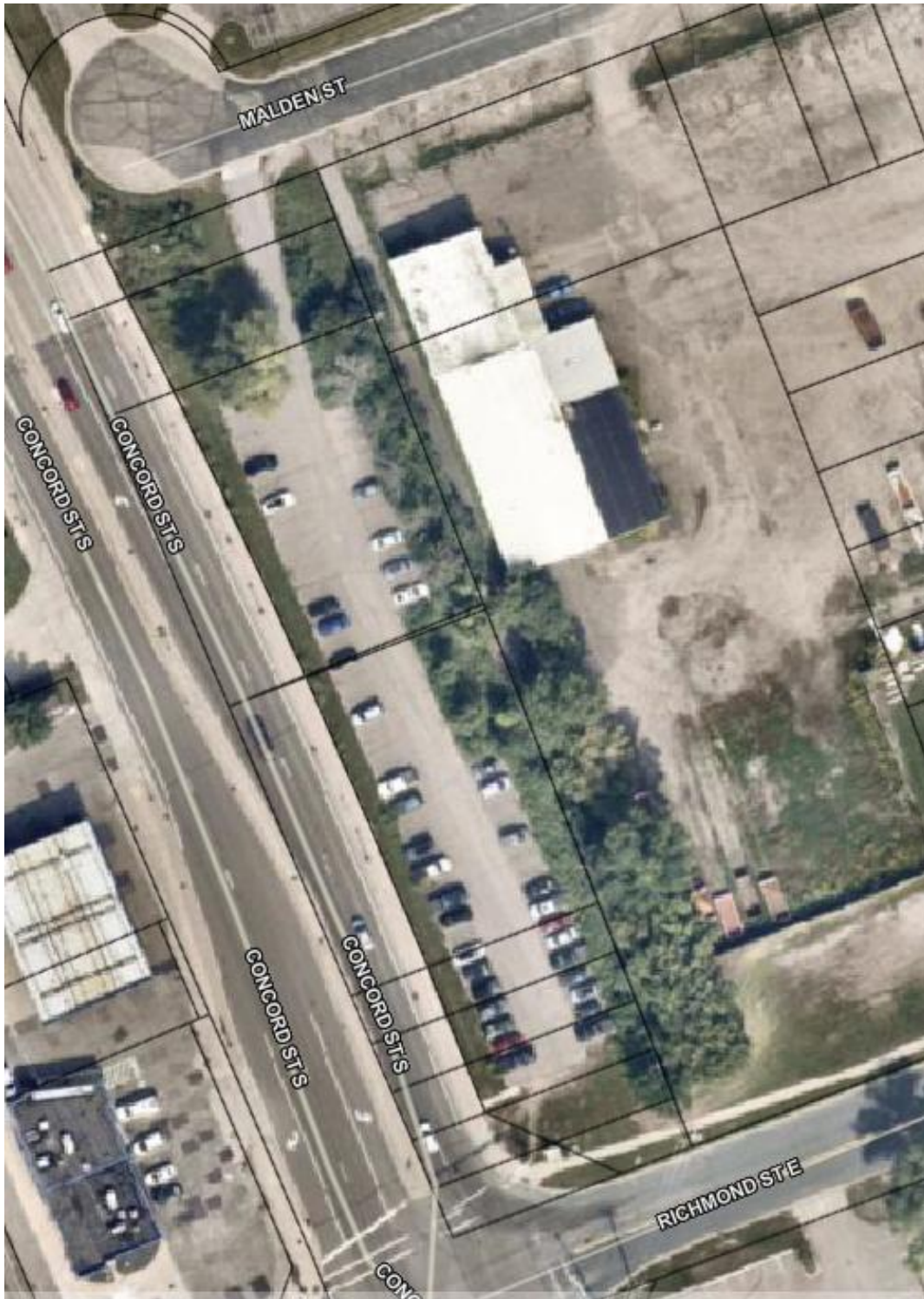
ATTACHMENTS

1. Site Location Map
2. Aerial Photograph
3. Google Streetview Photographs
4. Approved Site Plan from 2014
5. ALTA Survey
6. Parking Stall Count Exhibit
7. Off-Site Parking Lot Landscaping Plan
8. Applicant's Narrative

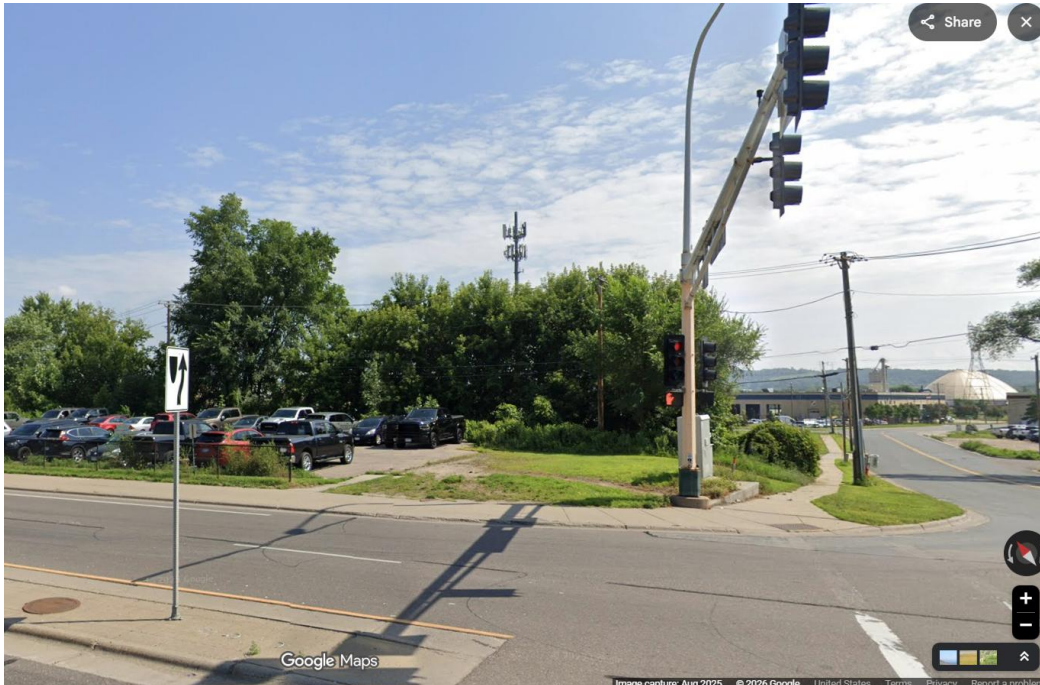
**ATTACHMENT 1
SITE LOCATION MAP**



ATTACHMENT 1
AERIAL PHOTOGRAPH



ATTACHMENT 3
GOOGLE STREETVIEW PHOTOGRAPHS



View of Off-Site Parking Lot at Concord/Richmond Intersection (2025 Photograph)



Looking North Towards Interstate 494 (2022 Photograph)

"... .. PROPERTY INCLUDING THE STREET LIGHTS ADJACENT TO LEASED PROPERTY" JACOBSON_9-3-2014.dwg, 9/4/2014 12:42:28 PM, KIP 3000 Series

* SHADED AREA DENOTES PROPOSED NEW PAVING

NEW
CONC. WHEEL
STOPS - TYP.

BITUMINOUS

BITUMINOUS

BITUMINOUS

BITUMINOUS

CONCORD STREET

EXCAVATE
2.5' X 2.0' X 400' TRENCH.
INSTALL COVERED DRAIN
TILE & WRAP W/ GEO
FABRIC. COVER TILE WITH
1.5" WASHED AGGREGATE.

* SHADED AREA DENOTES PROPOSED NEW PAVING

EXISTING CONTOUR 714

PROPOSED CONTOUR 

PROPOSED SPOT ELEVATION 714.0

NOTES:

1. ALL NEW PAVING TO CONSIST OF 4" RECYCLED CLASS 5 BASE, TACK OIL ADHESIVE & 2" COMPACTED ASPHALT WEAR COURSE.
2. PARKING LOT WATER SHED TO BE DIRECTED TO NEW TRENCH WITH DRAIN TILE THEN DIRECTED TO ENTRANCE END OF THE PARKING LOT AND DAY LIGHTED.
3. SEED ALL DISTURBED AREAS THAT DO NOT RECEIVE PAVING.

PLAN CREATED FROM INFORMATION
PROVIDED BY A TOPOGRAPHICAL SURVEY
BY HARRY S. JOHNSON SURVEYORS

1 SITE PLAN
A1.0 1" = 20'-0"

NORTH 

2014 PROPOSED NEW PARKING LOT

FURY MOTORS

1001 SOUTH CONCORD STREET
SOUTH SAINT PAUL, MINNESOTA

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**PHILLIPS
ARCHITECTS &
CONTRACTORS, LTD.**

227 Colfax Avenue North,
Suite 100
Minneapolis, MN 55405
Ph. (612) 377-3333 Fax (612) 377-7337
www.phillipsarchitects.com

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

David A. Phillips

DATE 9/04/2014 LICENSE # 17387

ISSUE/REVISION:
7/29/2014 FOR ESTIMATES
9/04/2014 ISSUED FOR PERMIT

DRAWN BY: SCB
CHECKED BY: DAP
PROJECT NO.: 12306

SITE PLAN

A1.0

HORIZONTAL DATUM: NAD-83 (1986)
DAKOTA COUNTY

BENCH MARK

VERTICAL DATUM: NAVD88

BENCHMARK 1: MNDOT GEODETIC
MONUMENT 1985 AU 1 (SEE SURVEY)

BM1 = 716.18

BENCHMARKS 2 & 3: TOP NUT OF
HYDRANTS (SEE SURVEY)

BM2 = 708.68

BM3 = 708.39

ATTACHMENT 5
ALTA SURVEY



PROPERTY DESCRIPTION

(Per First American Title Insurance Company Commitment No. 22-060235-XC, Revision No. 1 (dated November 28, 2022) with a commitment date of November 16, 2022)

Lots Four (4), Five (5), Eight (8), Nine (9), Ten (10) and Eleven (11) in Block Eleven (11) in Spring Park, Dakota Co., Minn., according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.

Torrens Property.
Being registered as is evidenced by Certificate of Title No. 104815.

And

Lots 1, 2, 3, 6, 7, 12, 13, 14, 15 and 16, Block 11, Spring Park Addition, Dakota County, Minnesota.

And

Lots 1-5 and Lots 26-35, Block 18, Spring Park Addition, Dakota County, Minnesota.

Abstract Property.

Surveyor's Note: See General Note Four (GN4) below concerning the vacated alleys and vacated street as shown on the survey.

SCHEDULE B - SECTION 2 EXCEPTIONS

Items 1, 2, 4, 5, 8, 9, 15, 16, 19 and 20 are not survey related, and therefore, are not shown on this survey.

Items 10, 11 are survey related but do not appear to fall within or adjacent to the subject properties boundary. Said items are not shown on the survey.

- ③ Easements filed as Document No. 2884401.
(Surveyor's Note: The permanent easement appears to fall within the subject properties boundary and is shown. The temporary easements as described in the above document have expired and therefore are not shown on the survey.)
- ⑥ Vacation filed as Document No. 119608 (Torrens) and Book 38 of Miscellaneous Records at page 143 (Abstract) (Alley in Block 11)
(Surveyor's Note: This document appears to vacate the alley in Block 11. Said vacated alley is shown on the survey.)
- ⑦ Vacation filed as Document No. 119609.
(Surveyor's Note: This document appears to vacate the area of Messer Avenue that falls within the subject properties boundary. Said vacated avenue is shown on the survey.)
- ⑫ Vacation filed in Book 68 or Miscellaneous Records at page 474 (Abstract).
(Surveyor's Note: This document appears to vacate the alley in Block 18. Said vacated alley is shown on the survey.)
- ⑬ Vacation filed in Book 38 or Miscellaneous Records at page 321 (Abstract).
(Surveyor's Note: This document appears to vacate the area of Messer Avenue that falls within the subject properties boundary. Said vacated avenue is shown on the survey.)
- ⑭ Affidavit of facts, showing an Easement filed as Document No. 2371696.
(Surveyor's Note: This document appears to describe a lease agreement concerning the subject property. No easement described in said document appears to fall within or adjacent to the subject properties boundary, and therefore, nothing is shown on the survey.)
- ⑰ Findings and Order filed as Document No. 2488562.
(Surveyor's Note: This document appears to condemn certain properties and transfer title to Dakota County. The specific areas included in this condemnation action are not described within said document, and therefore, nothing is shown on the survey.)
- ⑱ Resolution filed as Document No. 2601505.
(Surveyor's Note: This document is a conditional use permit allowing the installation of antennas and ground equipment over Lots 12-16, Block 11 of the subject property. The existing conditions and surface features are shown on the survey.)

TABLE A ITEMS

Table A Items 1, 5, 8, 11(a) and 13 are as shown on survey.

2. Property address: 316 Malden Street, South St. Paul, MN 55075
3. Said described property is located within "Zone X" and "Zone X Shaded", as determined by the FEMA Flood Insurance Rate Map 27037C0107E with an effective date of December 2, 2011. (Any locations shown are subject to map scale uncertainty.)
4. The area of the property described above is 167,245 square feet (3.84 acres), as surveyed. Said area includes the vacated street and alleys as shown on the survey.
9. The total number of visible striped parking spaces as presently marked on the subject property is 0 regular spaces and 0 handicap spaces.
18. There does not appear to be any offsite easements or servitudes benefitting the surveyed property according to the Record Documents provided to the surveyor. All easements within the above commitment that fall within or adjacent to the subject properties boundary are shown.

GENERAL NOTES

- (GN1) Location, sizes and types of underground utilities shown are a combination of observed evidence and plan information, together with field markings by those utility locators that responded to Gopher State One Call Ticket No. 230170069. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. WSB & Associates makes no guarantee that the utilities shown comprise all of the utilities in the area. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.
- (GN2) The plat of SPRING PARK was recorded on February 8th, 1887.
- (GN3) Easements shown are as identified in First American Title Insurance Company Commitment No. 22-060235-XC, Revision No. 1 (dated November 28, 2022) with a commitment date of November 16, 2022. No other search of the public records for easements or encumbrances was made by the undersigned.
- (GN4) The above descriptions per the referenced commitment do not appear to include the vacated alleys or vacated Messer Avenue. The Surveyor has found specific descriptions contained within the Schedule B-Section 2 Exception documents that contain language including said vacated alley and street areas. These areas have been included within the overall boundary shown on the survey in order to graphically represent a single contiguous boundary, and do not imply ownership or rights of any kind.
- (GN5) Due to snow and ice conditions, certain existing ground features may not have been visible at the time of field survey. WSB has tried to supplement any potential missing data with as-built and plan data. WSB is not responsible for any missing features or structures due to said weather and site conditions.

SURVEYOR'S CERTIFICATION

To City of South St. Paul; and First American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7(a), 8, 9, 11(a), 13 and 18 of Table A thereof. The field work was completed on February 7, 2023.

Dated this ____ day of _____, 2023.

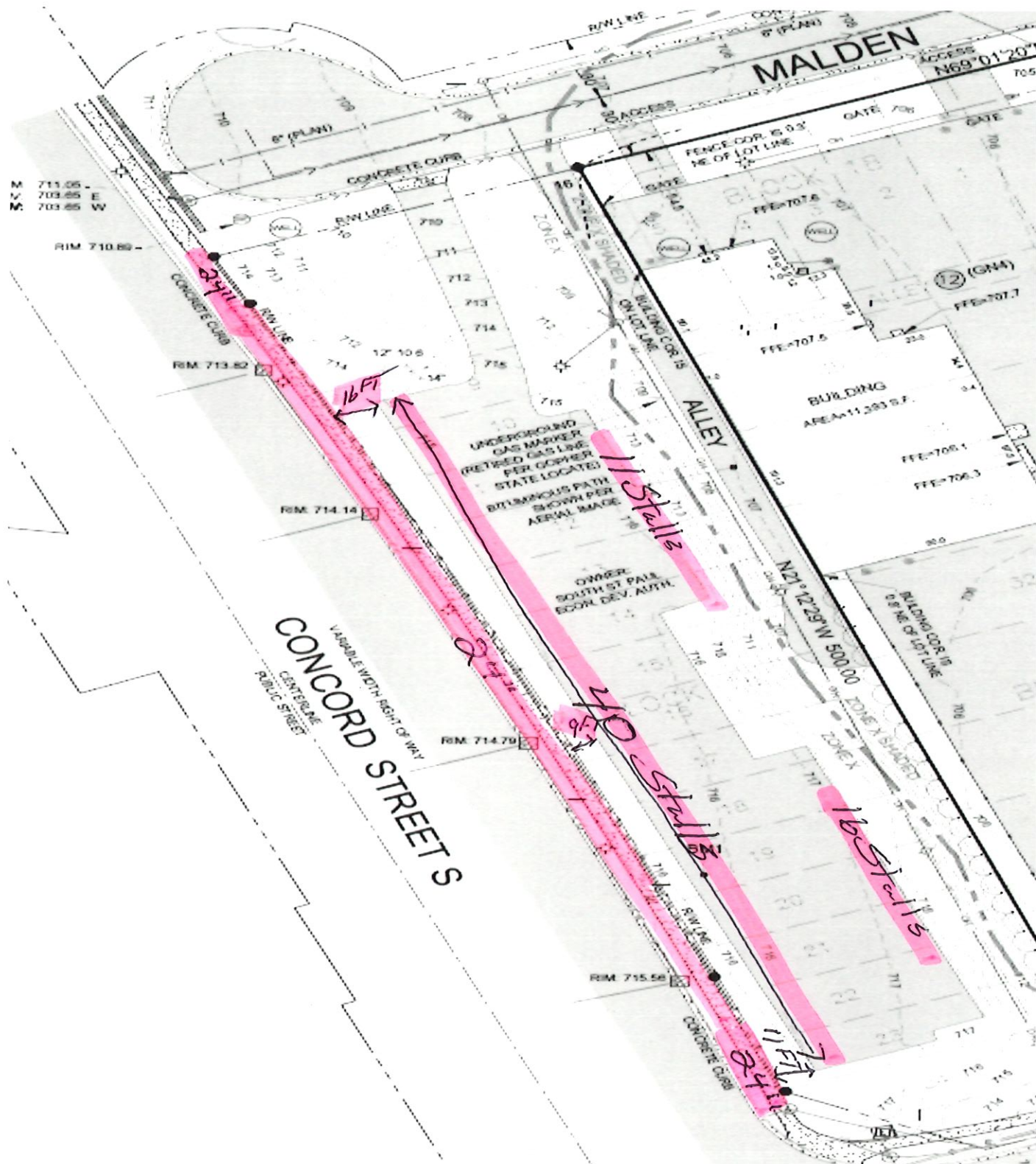
Jeffrey J. Rolfsen, PS, Minnesota License No. 49003

Client:	CITY OF SOUTH ST. PAUL
Job No. 021937	
Surveyed By: JWR	
Drawn By: JS, AS	
Checked By: JWR	
Scale: 1" = 40'	CAD No. 021937 V-ALTA
Date: 02/15/2023	

wsb
3701 40th Avenue NW
Rochester, MN 55901
507-218-3745
www.wsbeng.com

ALTA/NSPS LAND TITLE SURVEY
PART OF BLOCKS 11 & 18
SPRING PARK
DAKOTA COUNTY, MINNESOTA

ATTACHMENT 6
PARKING STALL COUNT EXHIBIT



ATTACHMENT 7
OFF-SITE PARKING LOT LANDSCAPING PLAN



Trees (11 Total- Red Circles)

35-45 feet of spacing between trees

(3) SWO- Swamp White Oak

(3) DEDE-Dutch Elm Disease
Resistant Elm

(3) GO-Gingko (male only)

(2) JTL- Japanese Tree Lilac

Grasses/Forbs (Blue Circles)

Must be an alternating mix of 4-6
plants between each tree

- Big Bluestem
- Karl Foerster Reed Grass
- Autumn Joy Sedum
- Purple Coneflower

Prepared By:
Senior Planner
Monika Miller
July 15, 2026

ATTACHMENT 8 APPLICANT'S NARRATIVE

July 6, 2026

Michael Healy
Planning Manager
City of South St Paul

Michael, this narrative is to use with our CUP application for the parking area at 1031 S Concord St, South St Paul. The site will be used primarily as employee parking supporting our business at Fury Motors. Please reach out with any questions. Thank you.

A handwritten signature in black ink, appearing to read "Tom Leonard", with a stylized flourish at the end.

Thomas Leonard
President
Fury Motors