

City of South St. Paul

CITY COUNCIL

COUNCIL CHAMBERS

125 3RD AVE NORTH

SOUTH ST. PAUL, MN 55075

Monday, June 3, 2024

7:00 p.m.

(If you use the hearing assistance PA system, please remove your hearing aid so it does not cause a feedback problem.)

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PRESENTATIONS:

A. Presentation: Kaposia Days Committee

B. Presentation: Soldier's 6 Donation to Police Explorer Program

C. Proclamation: Darts Celebrating 50 years

6. CITIZEN'S COMMENTS *(Comments are limited to 3 minutes in length.)*

7. AGENDA:

A. Approval of Agenda

Action – Motion to Approve

Action – Motion to Approve as Amended

8. CONSENT AGENDA:

All items listed on the Consent Agenda are items, which are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

A. City Council Meeting Minutes of May 20, 2024

B. Accounts Payable

C. Business Licenses

D. Approve Land Lease for 265 Echo Lane at the Fleming Field Airport

E. Acceptance of Gift Donations – Resolution 2024-075

<u>Doner</u>	<u>Amount</u>	<u>Department</u>	<u>Designation</u>
B52 Burgers & Brew	\$ 370.54	SSP Police Dept.	Police Explorer Program
Inver Grove Brewing	\$ 400.00	SSP Police Dept.	Police Explorer Program
Petey's BBQ	\$4,093.00	SSP Police Dept.	Police Explorer Program
Soldier's 6, Inc\$	\$3,609.00	SSP Police Dept.	Police Explorer Program

F. Accept Appropriation and Authorize Execution of Grant Documents

9. PUBLIC HEARINGS:

- A. Vacation of Unbuilt Alleys and Streets in City Parks
- B. Vacation of Unbuilt Alley and Encroachment Agreement for 1621 Concord Street North
- C. Call for Public Hearing – Black Sheep, LLC, Wine & Strong Beer Liquor License at 705 Southview Blvd.

10. GENERAL BUSINESS:

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF MAY 20, 2024**

8-A

1. Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on May 20, 2024.

2. **ROLL CALL:**

Present: Council Members, Bakken, Hansen, Seaberg, Thompson,
Mayor Francis

Absent: Council Members Kaliszewski, Podgorski

Staff Present: City Administrator, Ryan Garcia
City Attorney, Amanda Johnson
City Clerk, Deanna Werner
City Engineer, Nick Guilliams
City Planner, Michael Healy

3. Deanna Werner gave the invocation.

4. Pledge of Allegiance

5. Presentations:

- A. Gallagher Hansen VFW - Memorial Day
- B. SSP4ALL

6. Citizen Comments: None

7. **Agenda**

Moved by: Seaberg/Thompson
Moved: To approve the agenda.
Vote: 5 ayes / 0 nays, motion carried

8. **Consent Agenda**

Resolved, the City Council of South St. Paul does hereby approve the following:

- A. City Council Meeting Minutes of May 6, 2024
- B. Accounts Payable
- C. Business Licenses
- D. Accept Letter of Retirement – Police Support Specialist
- E. Accept Letter of Resignation – General Facility Maintenance
- F. Accept Letter of Resignation – Police Officer
- G. Summer Impact Corps Member Site Agreement Addendum
- H. Amendment to Doug Woog Arena Fee Schedule
- I. Change Order No. 1 – Concord Exchange Corridor Improvement Project
- J. Approve Mortgage and Landlord Estoppel Certificate for 291 Hotel Lane at the South St. Paul Airport

K. Acceptance of Gift Donations – Resolution 2024-066

<u>Value of Donation</u>	<u>Name of Donor</u>	<u>Designation</u>
\$800.00	SSP Lions	Power of Produce Program

Moved by: Thompson/Hansen

Vote: 5 ayes / 0 nays, motion carried

9. Public Hearing:

- A. Vacation of Unbuilt Alleys and Streets in City Parks Continued to the June 3, 2024 Council Meeting.

Moved by: Seaberg/Bakken

Moved: Continue the public hearing for the vacation of unbuilt alleys and streets in City Parks until the June 3, 2024, Council Meeting.

Vote: 5 ayes / 0 nays, motion carried

10. General Business:

- A. Amendment to Honduras Kitchen LLC’s Conditional Use Permit for On-Sale Liquor at 1519 5th Avenue South

Moved by: Thompson/Bakken

Moved: Approve Amendment to the Honduras Kitchen LLC, Conditional Use Permit for On-Sale Liquor at 1519 5th Avenue South.

Vote: 4 ayes / 1 nays, motion carried.

- B. Second Reading: Ordinance Amendment Updating Subdivision Regulations for Lot Splits and Updating Zoning Requirements for Residential Properties

Moved by: Bakken/Thompson

Moved: Approval of Ordinance 1424, an amendment updating subdivision regulations for lot splits and updating zoning requirements for residential properties.

Vote: 5 ayes / 0 nays, motion carried.

- C. Second Reading: Ordinance Adding Craft Production and Funeral Homes as Allowed Uses in Commercial Zoning Districts

Moved by: Seaberg/Thompson

Moved: Approval of Ordinance 1425, adding craft production and funeral homes as allowed uses in commercial zoning districts.

Vote: 5 ayes / 0 nays, motion carried.

11. Council Communication

12. Adjournment

Moved by: Seaberg/Bakken

Moved: Adjourn the meeting

Vote: 5 ayes / 0 nays, motion carried

The meeting was adjourned at 8:17 PM.

Approved: June 3, 2024

City Clerk



City Council Agenda
Date: June 3, 2024
Department: Finance
Prepared by: Jeff Hines
Administrator: RG

8-B

Agenda Item: Accounts Payable

Action to be considered:

Motion to Adopt Resolution 2024-072 approving accounts payable.

Overview:

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

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-072

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:	
150536-150659	\$ 1,696,442.92
2024150-2024165	259,718.80
801046-801047	<u>16,983.03</u>
Total	\$ 1,973,144.75

Adopted this 3rd day of June, 2024.

Deanna Werner, City Clerk

CITY OF SOUTH ST PAUL
 Council Check Register by GL
 Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150536	5/21/2024		14474 COLBY, ROXANNE							
		500.00	JC PLUMB PRJ STIPEND		113493	JCAPT801	50678.6560	229901	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		<u>500.00</u>								
150537	5/28/2024		9253 ADVANCED ENG & ENVIRO SERVICES, LLC							
		1,254.00	PFAS SETTLE SUPP-3/30-4/26/24		113434	94665	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		<u>1,254.00</u>								
150538	5/28/2024		5257 AL SERVICES LLC							
		500.00	RMV/RPL ST LGT HEADS-AIRPORT		113436	0628-333	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		300.00	INSTL FLAG POLE @ HARMON		113437	0628-334	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		600.00	SVC PWR&CONNECT/LIFT STN L		113438	0628-341	50610.6371		REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		<u>1,400.00</u>								
150539	5/28/2024		2767 ALLSTATE PETERBILT OF SOUTH ST. PAUL							
		51.12	RATCHET STRAPS		113435	3004653712	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>51.12</u>								
150540	5/28/2024		5746 ASPEN MILLS, INC							
		174.10	02-SHIRTS X3		113504	332760	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>174.10</u>								
150541	5/28/2024		14477 BARTELT, DONNA							
		324.89	JC #411 MOVE OUT		113530	02292024	50678.1101		ACCOUNTS RECEIVABLE	JOHN CARROLL APT BLDG
		<u>324.89</u>								
150542	5/28/2024		5978 BAUER SERVICES							
		8,500.00	RPL (2) DOORS@ KAP PAVILLION		113502	05012024-6086	20215.6520	227673	BUILDINGS AND STRUCTURE	GRANTS/DONATIONS PARK AND REC
		5,750.00	RE-BLD SWR CHEWER-WATEROUS		113503	05032024-6087	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		<u>14,250.00</u>								
150543	5/28/2024		14478 CARTAGENA, AIDA							
		246.88	NM #913 MOVE OUT		113531	03292024	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG
		<u>246.88</u>								
150544	5/28/2024		14479 CHANEY, DENISE							
		92.98	JC #302 MOVE OUT		113532	02292024	50678.1101		ACCOUNTS RECEIVABLE	JOHN CARROLL APT BLDG
		<u>92.98</u>								
150545	5/28/2024		10675 CITY OF BLOOMINGTON							
		280.00	WATER TESTING		113439	23565	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY

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150545	5/28/2024		10675 CITY OF BLOOMINGTON						Continued...	
		280.00								
150546	5/28/2024		2009 CORE & MAIN, LP							
		440.00	UNDERGROUND MORTAR MIX		113440	U705582	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		440.00	UNDERGROUND MORTAR MIX		113440	U705582	50610.6220		REPAIR & MAINTENANCE SUPPLIES	STORM WATER UTILITY
		1,629.79	ALPHA GATE VALVE 6"		113441	U814581	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		2,489.42	8" ALPHA VALVE/WHITE PAINT		113506	U845667	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		4,999.21								
150547	5/28/2024		7423 DAKOTA AWARDS & ENGRAVING							
		147.00	CHIEF AWARD 02, 03		113507	27764	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		147.00								
150548	5/28/2024		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		1,679.76	APRIL 2024 SUBSRIBER FEE		113508	5502086	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		1,679.76								
150549	5/28/2024		1350 EMERGENCY AUTOMOTIVE TECHNOLOGIES INC							
		389.76	LIGHTS BLUE/AMBER #202 & #208		113509	JP04182441B	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		1,009.20	LED LGT MOUNTS #301 & #206		113510	JP4182441C	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		277.24	WHITE ALUM HOUSING #301		113511	JP04012445B	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		22.12	LIGHT MOUNT		113512	JP05072443A	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		678.60	LIGHT BLUE/AMBER #202,206,208		113513	JP050724-43	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		2,376.92								
150550	5/28/2024		14352 EUROFINS EASTON ANALYTICAL LLC							
		3,125.00	PFAS TESTING		113442	8100090850	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		3,125.00								
150551	5/28/2024		10873 FARRELL EQUIPMENT & SUPPLY CO., INC.							
		349.94	DIAMOND WHEEL/CUT-OFF WHEEL		113443	122648	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		349.94								
150552	5/28/2024		4725 FIRST SUPPLY LLC - TWIN CITIES							
		210.10	TOILET RPR PARTS/PARKS		113514	3594911-00	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		210.10								
150553	5/28/2024		4662 FLEETPRIDE							
		53.90	LIGHT BULBS		113444	116658174	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		58.00	JACKETED DUPLEX WIRE		113445	116607013	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150553	5/28/2024	111.90	4662 FLEETPRIDE						Continued...	
150554	5/28/2024	85.60	1445 FRONTIER PRECISION, INC.		113515	298920	10315.6210		OPERATING SUPPLIES	ENGINEERING
		85.60	WHITE MARKING PAINT							
150555	5/28/2024	992.00	14475 GELHAYE, CHARLES		113516	5/17/2024	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		992.00	TUITION REIMB FALL 2023							
150556	5/28/2024	15.48	1473 GERTEN GREENHOUSES INC. - 446133		113446	794266/6	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		15.48	SCREENED SAND							
150557	5/28/2024	8.74	14471 GPW HOLDINGS		113447	4/12/23	50605.2010		REFUNDS	WATER UTILITY
		8.74	FINALLED ACCT-3763							
150558	5/28/2024	193.86	1505 GRAINGER		113517	9110623841	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		193.86	AIR FLTRS/TEMP/PRESSR VALVES							
150559	5/28/2024	13,000.00	1511 GRAYBAR ELECTRIC CO.		113448	9337129884	50615.6240		MINOR EQUIPMENT AND FURNITURE	STREET LIGHT UTILITY
		13,000.00	STREET LIGHT POLES		113449	9337168989	50615.6240		MINOR EQUIPMENT AND FURNITURE	STREET LIGHT UTILITY
		26,000.00								
150560	5/28/2024	421.33	14480 GRIFFIS, DEBBRA		113533	01222024	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG
		421.33	NM #801 MOVE OUT							
150561	5/28/2024	73.25	14346 HARRIS, PETER		113543	5/10/24	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		73.25	TAC VENT UNDER VEST SHIRT							
150562	5/28/2024	1,789.04	1556 HAWKINS, INC.		113450	6746765	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		1,789.04	HYDROFLUOSILICIC ACID							
150563	5/28/2024		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150563	5/28/2024		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD						Continued...	
		539.10	NM MAINT/STOETEC CAN/DOME		113452	9225723333	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		113.97	JC MAINT REQ FORMS		113453	9225751104	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		178.30	JC PPR TWL/KIT SINK STRNRS		113454	9225751105	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		261.00	NM TRASH CAN W/ASH LID		113455	9225772657	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		<u>1,092.37</u>								
150564	5/28/2024		6642 JOHNSON CONTROLS, INC							
		5,538.88	NM RPR VENTILATOR SYST		113519	1-132931619085	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		<u>5,538.88</u>								
150565	5/28/2024		1719 KAPOSIA TREE SERVICE							
		1,500.00	RMV SPLIT TREE@VETS FLD		113456	05132024	10340.6221		SEAL COATING & TREE MAIN	PARKS FACILITIES AND MTNCE
		<u>1,500.00</u>								
150566	5/28/2024		13365 KEDING, EMMA							
		36.57	GLOVES		113520	5/8/24	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		8.38	KEY HOLDER		113520	5/8/24	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		120.00	BOOTS		113520	5/8/24	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		159.80	PANTS		113520	5/8/24	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		<u>324.75</u>								
150567	5/28/2024		1803 LANGUAGE LINE SERVICES							
		758.44	OTP TRANSLATION		113521	11288512	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		<u>758.44</u>								
150568	5/28/2024		1811 LAWSON PRODUCTS INC.							
		68.99	JACKETED PARALLEL PRIM WIRE		113451	9311509711	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,142.86	FUSES/TIES/WSHRS/HITCHPIN		113457	9311517723	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>1,211.85</u>								
150569	5/28/2024		6281 LIGHTNING DISPOSAL, INC.							
		712.45	TRASH SVC-PUBLIC WORKS		113458	0000610783	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		<u>712.45</u>								
150570	5/28/2024		14481 LOR, MAI							
		62.44	JC #1308 MOVE OUT		113534	02222024	50678.1101		ACCOUNTS RECEIVABLE	JOHN CARROLL APT BLDG
		<u>62.44</u>								
150571	5/28/2024		1878 MARK'S AERIAL SERVICE							
		6,050.00	RMV & TRIM-720 17TH A N		113459	005120	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS

CITY OF SOUTH ST PAUL
 Council Check Register by GL
 Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150580	5/28/2024		9298 NAPA NEWPORT						Continued...	
		30.32	COUPLERS		113471	2514-104020	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>30.32</u>								
150581	5/28/2024		6627 NEO ELECTRICAL SOLUTIONS, LLC							
		2,120.00	AIRFIELD ELEC INSPECT/RPR		113472	7863	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		<u>2,120.00</u>								
150582	5/28/2024		14383 NFI, INC.							
		59.94	MASON LINE/RULER/MRKR/LEVEL		113473	550026/5	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>59.94</u>								
150583	5/28/2024		5682 NITTI SANITATION							
		215.11	TRASH SVC-MCMORROW		113474	0000610682	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		215.11	TRASH SVC-KAPOSIA LANDING		113475	0000610683	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		34.11	TRASH SVC-COMM GARDENS		113476	0000610684	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		187.36	TRASH SVC-NORTHVIEW POOL		113477	0000603890	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		187.36	TRASH SVC-LORRAINE		113478	0000603665	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		<u>839.05</u>								
150584	5/28/2024		13423 NORTH COUNTRY CHEVROLET							
		49,282.18	2024 GMC SIERRA #208 REPLACE		113523	SSTPAUL24-101	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		<u>49,282.18</u>								
150585	5/28/2024		13393 OPTUM FINANCIAL INC.							
		43.00	FSA & HRA FEE - APR 2024		113479	0001596324	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		<u>43.00</u>								
150586	5/28/2024		2166 O'REILLY AUTO PARTS							
		60.66	LIFT SUPPORT		113480	1767-357506	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		100.75	AIR COUPLER/NIPPLE		113481	1767-354776	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>161.41</u>								
150587	5/28/2024		8595 PARK CONSTRUCTION COMPANY							
		157,690.10	TAXIWAY A RECONST PAY APP 1		113482	PAYAPP1	40404.6371	AIR080	REPAIRS & MAINT CONTRACTUAL	AIRPORT CAPITAL FUND
		<u>157,690.10</u>								
150588	5/28/2024		7383 PETERSON COMPANIES, INC.							
		2,517.87	IRRIG START/RPR-KAP LAND		113483	55595	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		1,073.46	IRRIGATE START/RPR VETS		113484	55591	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		527.00	IRRIG START/RPR -WELLHOUSE		113485	55589	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY

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150588	5/28/2024		7383 PETERSON COMPANIES, INC.						Continued...	
		4,118.33								
150589	5/28/2024		2231 PIONEER PRESS							
		24.96	ORDINANCE PUBLISH-1423		113486	0424572442	10140.6341		ADVERTISING	CITY CLERK
		23.92	PUBLIC HRG-SUPER MERCADO		113486	0424572442	10140.6341		ADVERTISING	CITY CLERK
		23.40	PUBLIC HRG-HONDURAS KITCH		113486	0424572442	10140.6341		ADVERTISING	CITY CLERK
		36.92	PUBLIC HRG-PLAN&ZONING		113486	0424572442	10140.6341		ADVERTISING	CITY CLERK
		109.20								
150590	5/28/2024		2286 QUILL LLC							
		12.99	ULTRA FINE MARKERS		113487	38442101	10320.6201		OFFICE SUPPLIES	PUBLIC WORKS
		12.98	DISENFECTING WIPES		113488	38356468	10320.6201		OFFICE SUPPLIES	PUBLIC WORKS
		25.97								
150591	5/28/2024		13464 RESNIKOFF, CONOR							
		140.70	REIMB ANNUAL MEET&CERT		113489	4/22/24 & 5/15/24	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		140.70								
150592	5/28/2024		13850 RIVER CITY STITCH							
		156.02	CARHARTT SHIRTS		113539	31185	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		156.02								
150593	5/28/2024		14473 ROAMING HOMES							
		50.00	OVERPMT-RENTAL LIC 14866		113490	5/17/2024	10140.4238		RESIDENTIAL RENTAL HOUSING BUS	CITY CLERK
		50.00								
150594	5/28/2024		14483 RODRIGUEZ-GONZALEZ, MARIA							
		101.79	JC #510 MOVE OUT		113536	02222024	50678.1101		ACCOUNTS RECEIVABLE	JOHN CARROLL APT BLDG
		101.79								
150595	5/28/2024		11485 RUSSEL WILLIAMS HOME SERVICES							
		3,213.00	WINDOW CLN-CH/FD/LOBBY		113491	105068	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		3,213.00								
150596	5/28/2024		5537 SAFE-FAST INC							
		179.85	GLOVES, SAFETY GLASSES		113492	INV286178	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		179.85	GLOVES/SAFETY GLASSES		113492	INV286178	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		99.60	SAFETY GLASSES		113494	INV286177	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		99.60	SAFETY GLASSES		113494	INV286177	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE

CITY OF SOUTH ST PAUL
 Council Check Register by GL
 Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150596	5/28/2024	558.90	5537 SAFE-FAST INC						Continued...	
150597	5/28/2024	266.86	14484 SALAS RANGEL, CECILIO		113537	02292024	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG
		266.86	NM #405 MOVE OUT							
150598	5/28/2024	185.00	13791 SELECT PHYSICAL THERAPY HOLDINGS, INC.		113524	847570323	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		185.00	HILLSKOTTER PREEMPL TESTING							
150599	5/28/2024	2,726.06	2541 SRF CONSULTING GROUP, INC.		113495	14579.00-31	40437.6302	202108	PROFESSIONAL SERVICES	2021 LOCAL IMPROVEMENTS
		2,726.06	WAKOTA TRAILHEAD FD 4/30/24							
150600	5/28/2024	306.00	2558 STATE INDUSTRIAL PRODUCTS		113529	903340371	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		306.00	NM DRAIN MAINT PRGM							
150601	5/28/2024	206.36	11588 STEENBERG, HOWIE		113496	5/8/24	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		206.36	MILAGE REIMBURSE-APWA							
150602	5/28/2024	239.09	14476 SYVERTSEN, KURTIS		113544	5/8/2024	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		239.09	GUN LIGHT/DOOR STOP X2							
150603	5/28/2024	185.45	14485 TIRADO, TOMASA		113538	03182024	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG
		185.45	NM #214 MOVE OUT							
150604	5/28/2024	95.10	2665 TRANS UNION LLC		113526	04430913	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		95.10	BASIC SVC AND REPORTS							
150605	5/28/2024	255.32	5864 VERIZON WIRELESS		113497	9962983635	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		255.32	CONNECT PH#3/3IPADS/SCADA							
150606	5/28/2024	101.00	6470 W S & D PERMIT SERVICE		113498	SS042574	10420.4266		ELECTRICAL	CODE ENFORCEMENT
			REFUND BLDG PERMIT-1 OAKRIDGE							

CITY OF SOUTH ST PAUL
 Council Check Register by GL
 Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150606	5/28/2024		6470 W S & D PERMIT SERVICE						Continued...	
		1.00	STATE SURCHARGE		113498	SS042574	10101.2083		SURCHARGES	GENERAL FUND
		5.00	ADMIN SVC FEE		113498	SS042574	10420.4493		OTHER CHARGE FOR SERVICE - COM	CODE ENFORCEMENT
		<u>97.00</u>								
150607	5/28/2024		14369 WELLNESS THAT FITS							
		165.00	CRITICAL INCIDENT RESPONSE		113527	SSPPD-05082024	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		<u>165.00</u>								
150608	5/28/2024		2819 WILCOX, JOHN							
		698.14	MILEAGE REIMBURSE 1/1-4/30/24		113528	5/20/24	20243.6331		CONFERENCES, TRAINING, TRAVEL	DOUG WOOG ARENA
		<u>698.14</u>								
150609	5/28/2024		2785 WM CORPORATE SERVICES, INC.							
		855.74	JC 30 YRD #902 CHRГ 1 OF 2		113499	9076048-2282-1	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING JOHN CARROLL APT BLDG	
		343.50	JC 30 YD #902 CHRГ 2 OF 2		113500	9076069-2282-7	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING JOHN CARROLL APT BLDG	
		<u>1,199.24</u>								
150610	5/28/2024		2866 ZEP SALES & SERVICE							
		1,914.70	CLEANERS & TRUCK WASH		113501	9009764701	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>1,914.70</u>								
150611	6/3/2024		6645 ALL INC							
		4,020.66	JC (2) REFIRGERATORS		113732	S1586527.001	50678.6580	229900	OTHER EQUIPMENT	JOHN CARROLL APT BLDG
		1,281.80	JC (2) ELEC RANGE		113733	S1586527.002	50678.6580	229900	OTHER EQUIPMENT	JOHN CARROLL APT BLDG
		1,663.66	NM (2) REFRIGERATORS		113734	S1586600.001	50677.6580	229000	OTHER EQUIPMENT	NAN MCKAY APT BLDG
		<u>6,966.12</u>								
150612	6/3/2024		9021 ATLAS STAFFING, INC.							
		588.00	NM TEMP-ZUNIGA 5/10/24		113735	1306542	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		588.00	JC TEMP-ZUNIGA 5/10/25		113735	1306542	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		717.60	NM TEMP- MOUA 5/10/24		113736	1306543	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		717.60	JC TEMP-MOUA 5/10/24		113736	1306543	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>2,611.20</u>								
150613	6/3/2024		6676 BDS LAUNDRY MANAGEMENT CO							
		751.70	NM LAUNDRY RENTAL APR24		113737	LMV429806	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		983.00	JC LAUNDRY RENTAL APR24		113738	LMV429801	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		<u>1,734.70</u>								
150614	6/3/2024		14021 BOARMAN KROOS VOGEL GROUP, INC.							

CITY OF SOUTH ST PAUL
 Council Check Register by GL
 Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150614	6/3/2024		14021 BOARMAN KROOS VOGEL GROUP, INC.						Continued...	
		3,448.76	MSTR PLANS&NEEDS ANALYSIS		113739	63879	40402.6302		PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		<u>3,448.76</u>								
150615	6/3/2024		14348 CENTER FOR ENERGY AND ENVIRONMENT							
		250.00	ADMIN FEES PI: BISHOP		113740	24568	20298.6375		OTHER CONTRACTED SERVICES	HOUSING REINVESTMENT
		150.00	ADMIN FEES PII: MITCHEL		113740	24568	20298.6375		OTHER CONTRACTED SERVICES	HOUSING REINVESTMENT
		<u>400.00</u>								
150616	6/3/2024		1184 CINTAS CORPORATION #754							
		17.26	SAFETY MAT		113741	4192607028	10320.6210		OPERATING SUPPLIES	PUBLIC WORKS
		77.92	UNIFORMS & TOWELS		113741	4192607028	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		<u>95.18</u>								
150617	6/3/2024		1265 DANNER INC.							
		349,795.04	CONCORD CORRIDOR IMP PRJ		113742	PMT 1	40440.6530	202401	IMPR OTHER THAN BUILDING	2024 LOCAL IMPROVEMENTS
		<u>349,795.04</u>								
150618	6/3/2024		13566 DEUTH ENTERPRISES							
		100.00	OVERPMT RENTAL LIC 14668		113743	5/23/2024	10140.4238		RESIDENTIAL RENTAL HOUSING BUS	CITY CLERK
		<u>100.00</u>								
150619	6/3/2024		1341 EHLERS & ASSOCIATES, INC							
		1,000.00	MCES SITE		113744	97671	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		<u>1,000.00</u>								
150620	6/3/2024		14488 ESA MANAGEMENT L.L.C.							
		1,374.28	PLUMB PRJ RELOCATE 5/23-24/24		113746	1554879011	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		687.14	PLUMB PRJ RELOCATE 5/25/24		113823	1554880761	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>2,061.42</u>								
150621	6/3/2024		6669 FINN DANIELS, INC							
		7,666.49	JC PLUMB PRJ CONST PHASE		113749	22020-13	50678.6560	229901	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		<u>7,666.49</u>								
150622	6/3/2024		4117 FOBBE CONTRACTING INC							
		750.00	REPAIR HYDRANT @ 3RD A N		113747	6521	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		<u>750.00</u>								
150623	6/3/2024		1473 GERTEN GREENHOUSES INC. - 446133							
		49.95	GARDENING MIX BULK		113748	794538/6	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE

CITY OF SOUTH ST PAUL
 Council Check Register by GL
 Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150623	6/3/2024		1473 GERTEN GREENHOUSES INC. - 446133						Continued...	
		49.95								
150624	6/3/2024		5590 GOODYEAR TIRE & RUBBER CO.							
		632.00	TIRES		113782	124-1111349	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		632.00								
150625	6/3/2024		1546 HANCO CORPORATION							
		190.00	TIRES #3046R		113750	109856-00	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		190.00								
150626	6/3/2024		7581 HARTFORD, THE							
		2,268.21	LTD		113800	110680889385	10101.2177		LONG-TERM DISABILITY	GENERAL FUND
		1,374.95	LIFE-BASIC & VOLUNTARY		113800	110680889385	10101.2178		LIFE INSURANCE	GENERAL FUND
		125.99	CRITICAL ILLNESS		113800	110680889385	10101.2183		HARTFORD CRITICAL ILLNESS	GENERAL FUND
		249.76	ACCIDENT COVERAGE		113800	110680889385	10101.2184		HARTFORD ACCIDENT POLICY	GENERAL FUND
		1,146.35	SHORT TERM DISABILITY		113800	110680889385	10101.2185		SHORT TERM DISABILITY	GENERAL FUND
		5,165.26								
150627	6/3/2024		9689 HOISINGTON KOEGLER GROUP, INC.							
		3,105.00	PROF SERV APRIL 2024		113751	023-033-10	40402.6302		PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		3,105.00								
150628	6/3/2024		12520 INVER GROVE HEIGHTS PARKS AND RECREATION							
		80.00	POOL RENTAL/LIFEGUARD TRAIN		113801	R6042	10528.6331		CONFERENCES, TRAINING, TRAVEL	NORTHVIEW POOL
		80.00								
150629	6/3/2024		1719 KAPOSIA TREE SERVICE							
		12,849.00	NM TRIMMING TREES		113791	041524 NM	50677.6371.050		MTNCE-LANDSCAPE/GROUNDS	NAN MCKAY APT BLDG
		7,679.00	JC TRIMMING TREES		113792	041524 JP	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		20,528.00								
150630	6/3/2024		14172 KRUEGER REAL ESTATE ADVISORS							
		6,000.00	APRIL SERVICES EDA		113752	APRIL 2024	20280.6375		OTHER CONTRACTED SERVICES	ECON DEV GENERAL
		6,000.00								
150631	6/3/2024		4649 LEAGUE OF MN CITIES INSURANCE TRUST							
		1,140.01	CLAIM 302342-RESTITUTION PYMT		113753	5-21-2024	60703.4672		OTHER	CENTRAL GARAGE FUND
		1,140.01								
150632	6/3/2024		13519 LENTZ, LISA							

CITY OF SOUTH ST PAUL
 Council Check Register by GL
 Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150632	6/3/2024		13519 LENTZ, LISA						Continued...	
		500.00	PLUMB PRJ PH 3 STIPEND		113826	JCAPT804	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		500.00								
150633	6/3/2024		1878 MARK'S AERIAL SERVICE							
		8,800.00	MULTI TREE RMVL-STANLEY AVE		113754	005130	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		8,800.00								
150634	6/3/2024		13985 MARTIN MARIETTA MATERIALS							
		465.38	ASPHALT/WTR MAIN BREAKS		113808	42380886	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		173.36	ASPHALT FOR STREETS		113809	42394280	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		556.30	ASPHALT-WTR MAIN BREAK		113810	42408121	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		384.48	ASPHALT-WTR MAIN BREAK		113811	42420902	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		81.67	ASPHALT FOR STREETS		113812	42434562	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		822.12	ASPHALT-WTR MAIN BREAK		113813	42449300	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		2,483.31								
150635	6/3/2024		6712 MIDWEST LIGHTING PRODUCTS							
		198.55	NM MAINT SUP/LIGHT BULBS		113755	00073338	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		129.30	NM MAINT SUP/LIGHT BULBS		113756	00073341	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		327.85								
150636	6/3/2024		5506 MMKR							
		1,765.00	2023 FINANCIAL AUDIT-PYMT 3		113757	56236	10150.6302		PROFESSIONAL SERVICES	FINANCE
		388.00	2023 FINANCIAL AUDIT-PYMT 3		113757	56236	20243.6302		PROFESSIONAL SERVICES	DOUG WOOG ARENA
		1,059.00	2023 FINANCIAL AUDIT-PYMT 3		113757	56236	20245.6302		PROFESSIONAL SERVICES	AIRPORT
		177.00	2023 FINANCIAL AUDIT-PYMT 3		113757	56236	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		177.00	2023 FINANCIAL AUDIT-PYMT 3		113757	56236	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		1,059.00	2023 FINANCIAL AUDIT-PYMT 3		113757	56236	40402.6302		PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		1,766.00	2023 FINANCIAL AUDIT-PYMT 3		113757	56236	50600.6302		PROFESSIONAL SERVICES	UTILITY ADMINISTRATION
		1,000.00	2023 SINGLE AUDIT & HRA FS		113757	56236	50677.6375.4		OTHER CONTR SVCS-AUDIT FEES	NAN MCKAY APT BLDG
		1,000.00	2023 SINGLE AUDIT & HRA FS		113757	56236	50678.6375.4		OTHER CONTR SVCS-AUDIT FEES	JOHN CARROLL APT BLDG
		1,059.00	2023 FINANCIAL AUDIT-PYMT 3		113757	56236	60703.6302		PROFESSIONAL SERVICES	CENTRAL GARAGE FUND
		9,450.00								
150637	6/3/2024		13636 MORGENSTERN, NELIA							
		21.75	JC GARDEN AREA FLOWERS		113793	JC FLOWERS1	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		35.73	JC GARDEN AREA FLOWERS		113794	JCFLOWERS2	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		86.83	JC GARDEN AREA FLOWERS		113795	JCFLOWERS3	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		1.21	JC GARDEN AREA FLOWERS		113796	JCFLOWERS4	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		64.60	JC GARDEN AREA FLOWERS		113797	JCFLOWERS5	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG

CITY OF SOUTH ST PAUL
 Council Check Register by GL
 Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150637	6/3/2024		13636 MORGENSTERN, NELIA						Continued...	
		210.12								
150638	6/3/2024		14259 MUNICIPAL BUILDERS, INC							
		478,497.05	WELL#3 WTR TRT PLANT APR24		113758	PMT 7	50605.6520	202311	BUILDINGS AND STRUCTURE	WATER UTILITY
		478,497.05								
150639	6/3/2024		6627 NEO ELECTRICAL SOLUTIONS, LLC							
		650.00	RPR CURRENT REGULATOR		113759	8101	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		650.00								
150640	6/3/2024		14383 NFI, INC.							
		4.99	WOOD FILLER		113731	549505/5	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		11.18	BATTERIES		113760	549945/5	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		2.99	BUMPER SCREWS		113822	549651/5	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		19.16								
150641	6/3/2024		2240 PLUNKETT'S PEST CONTROL, INC.							
		115.09	PEST CONTROL-CITY HALL		113773	8557734	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		30.09	PEST CONTROL-WELL#4		113774	8557603	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		145.18								
150642	6/3/2024		6683 POPP COMMUNICATIONS							
		186.23	NM FIRE ALARM PH SYST		113775	992833039	50677.6390.1		TELEPHONE-SECURITY	NAN MCKAY APT BLDG
		186.23	JC FIRE ALARM PH SYST		113775	992833039	50678.6390.1		TELEPHONE-SECURITY	JOHN CARROLL APT BLDG
		372.46								
150643	6/3/2024		2098 RENT N SAVE PORTABLE SERVICES							
		1,150.00	APR24 PORTABLE UNITS		113776	77586	10520.6381		OTHER RENTALS	PARKS ADMINISTRATION
		1,150.00								
150644	6/3/2024		14492 RICHARDS, REGINALD							
		500.00	PLUMB PRJ PH 4 STIPEND		113824	JC APT705	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		500.00								
150645	6/3/2024		6815 ROCHESTER MIDLAND CORPORATION							
		380.28	NM MAINT SUPPLIES		113777	INV00443557	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		380.28	JC MAINT SUPPLIES		113777	INV00443557	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		760.56								
150646	6/3/2024		11845 SATIN TOUCH, INC.							

CITY OF SOUTH ST PAUL
 Council Check Register by GL
 Council Check Register and Summary

--

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150646	6/3/2024		11845 SATIN TOUCH, INC.						Continued...	
		350.00	JC #1110 PAINT BR/BA/SHLF/FRM		113814	1055946	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		350.00	JC #302 PAINT BR/BA SHLF/FRAME		113815	1055947	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		560.00	NM #913 PAINT BR/BA/CEIL/FRAME		113816	1055908	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		630.00	NM #302 PAINT BR/BA/(2) COATS		113817	1055909	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		350.00	NM#405 PAINT BR/BA/SHELV/FR		113818	1055944	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		560.00	NM#214 PAINT BR/BA SHELV/FR		113819	1055945	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		1,135.00	JC#902 PAINT BR/BA/CEIL/SHLV		113820	1055914	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		<u>3,935.00</u>								
150647	6/3/2024		2408 SCHINDLER ELEVATOR CORPORATION							
		2,720.44	JC SM ELEV SVC 5/1/24		113778	7153928708	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		<u>2,720.44</u>								
150648	6/3/2024		2633 SHERWIN-WILLIAMS CO., THE							
		155.69	PAINT SUPPLY		113821	4388-2	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		<u>155.69</u>								
150649	6/3/2024		2464 SHORT ELLIOTT HENDRICKSON INC							
		139.50	ODOR CONSULT SVC/REPORT		113779	466870	10420.6302		PROFESSIONAL SERVICES	CODE ENFORCEMENT
		4,915.62	WATER TRTMNT CONSTRUCTION		113780	466309	50605.6302	202311	PROFESSIONAL SERVICES	WATER UTILITY
		<u>5,055.12</u>								
150650	6/3/2024		14494 STAFFORD-LOPEZ, ANGELA KATRINA							
		5,000.00	PRIVATE II SAN SERV LINING		113806	595716476	10315.6371	202406	REPAIRS & MAINT CONTRACTUAL	ENGINEERING
		<u>5,000.00</u>								
150651	6/3/2024		4140 STANTEC CONSULTING SERVICES INC							
		1,840.16	MCES SITE HUD PART 58 EA		113781	2235170	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		<u>1,840.16</u>								
150652	6/3/2024		14493 STENNETT, MICHAEL							
		500.00	PLUMB PRJ PH 4 STIPEND		113805	JCAPT305	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
150653	6/3/2024		2677 TRI STATE BOBCAT INC							
		40.00	CHAINSAW BLADES		113783	A34526	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		55.35	IGNITION KEY		113784	A35230	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>95.35</u>								
150654	6/3/2024		3646 U.S. BANK EQUIPMENT FINANCE							

CITY OF SOUTH ST PAUL
 Council Check Register by GL
 Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
150654	6/3/2024		3646 U.S. BANK EQUIPMENT FINANCE						Continued...	
		112.00	COPIER LEASE		113785	529510349	10160.6210		OPERATING SUPPLIES	INFORMATION TECHNOLOGY
		112.00								
150655	6/3/2024		14336 VALLE CARPET CORP							
		3,110.05	NM #214 PLANK FL INSTL		113786	1011	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		3,110.05	NM #913 PLANK FL INSAL		113787	1012	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		3,110.05	NM #405 PLANK FL INSAL		113788	1013	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		3,110.05	NM #302 PLANK FL INSTAL		113789	1014	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		12,440.20								
150656	6/3/2024		2744 VAN PAPER COMPANY							
		297.83	PPR TWL/TP		113790	071102	10330.6210		OPERATING SUPPLIES	BUILDINGS
		297.83								
150657	6/3/2024		14491 VINCENT, ANITA							
		500.00	PLUMB PRJ PH 4 STIPEND		113803	JCAPT1005	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		500.00								
150658	6/3/2024		2849 XCEL ENERGY							
		5,822.47	WOOG SVC 3/28-4/28/24		113798	878523567	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		56.26	LIGHTS AT LORRAINE		113799	878940403	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		5,878.73								
150659	6/3/2024		14490 YANG VUE, YER							
		500.00	PLUMB PRJ PH 4 STIPEND		113802	JCAPT405	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		500.00								
801046	5/28/2024		3615 CAMPBELL KNUTSON, P.A.							
		16,962.03	APRIL PROSECUTION FEES/SVCS		113505	3168G 4/30/24	10130.6304		PROFESSIONAL SVCS-CRIMINAL	CITY ATTORNEY
		16,962.03								
801047	5/31/2024		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		21.00			113766	052924802063	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		21.00								
2024150	6/3/2024		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		2,081.46			113548	0521241357394	10101.2175		OTHER RETIREMENT	GENERAL FUND
		2,081.46								
2024151	6/3/2024		2200 PERA							

CITY OF SOUTH ST PAUL
 Council Check Register by GL
 Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024151	6/3/2024		2200 PERA						Continued...	
		566.51			113549	0521241357395	10101.2174		PERA	GENERAL FUND
		<u>566.51</u>								
2024152	6/3/2024		1338 EFTPS							
		217.05			113545	0521241357391	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		822.48			113546	0521241357392	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		<u>1,039.53</u>								
2024153	6/3/2024		2013 MINNESOTA REVENUE (C)							
		156.04			113547	0521241357393	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>156.04</u>								
2024154	5/20/2024		10755 OPTUM							
		124.20	FSA REIMB-HEALTH-2024		113540	526480654	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		541.58	HRA-FSA REIMBURSE 2024		113540	526480654	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>665.78</u>								
2024155	5/20/2024		2013 MINNESOTA REVENUE (C)							
		453.54	SALES TAX FOR APR 2024		113541	APR 2024	10101.2081		DUE TO OTHER GOVT-SALES	GENERAL FUND
		1.24	SALES TAX FOR APR 2024		113541	APR 2024	10101.4673		CASH OVER/SHORT	GENERAL FUND
		2,118.84	SALES TAX FOR APR 2024		113541	APR 2024	20243.2081		DUE TO OTHER GOVT-SALES	DOUG WOOG ARENA
		18.79	SALES TAX FOR APR 2024		113541	APR 2024	20245.2081		DUE TO OTHER GOVT-SALES	AIRPORT
		4,902.59	SALES TAX FOR APR 2024		113541	APR 2024	50605.2081		DUE TO OTHER GOVT-SALES	WATER UTILITY
		<u>7,495.00</u>								
2024156	5/20/2024		6037 HEALTHPARTNERS-DENTAL							
		947.09	DENTAL CLAIMS PAID		113542	05/09/24-05/15/ 24	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>947.09</u>								
2024157	5/28/2024		6037 HEALTHPARTNERS-DENTAL							
		1,116.78	DENTAL CLAIMS PAID		113728	05/16/2024-05/2 2/2024	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>1,116.78</u>								
2024158	5/8/2024		6860 WELLS FARGO PURCHASING CARDS							
		295.80	EYEMED PREMIUM_APR 2024		113550	380300101570.1	10101.2181		EYE MED INSURANCE	GENERAL FUND
		41.40	SAVANNAH COASTAL CAB TRANSFER		113551	104398087958.1	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		46.02	SUNSHINE CAB_TRANSFER TO AIRPO		113552	107405132570.1	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		1,175.40	WESTIN HOTEL_NPELRA CONF		113553	171023651065.1	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024158	5/8/2024		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		23.94	HYVEE-TRAINING SNACKS		113554	001502581193.1	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		1,575.00	MAPA-PAVING TRAINING		113555	900018418609.1	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		22.88	AMAZON-TIN SNIPS		113556	109917219546.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		16.48	AMAZON-CLAMPS		113557	103650370256.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		165.78	AMAZON JC GLAREFREE SCREEMS		113558	101822683499.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		49.39	SUBWAY JC SUB SANDWICH STAFF L		113559	002087748074.1	50678.6331		CONFERENCES, TRAINING, TRAVEL	JOHN CARROLL APT BLDG
		206.97	QUILL JC COPY PAPER		113560	105441351636.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		16.77	KNOWLANS MARKET JC LUNCH FOR S		113561	720203994533.1	50678.6331		CONFERENCES, TRAINING, TRAVEL	JOHN CARROLL APT BLDG
		96.27	8X8 PHONE SYSTEM NM & JC		113562	101447594573.1	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		96.27	8X8 PHONE SYSTEM NM & JC		113563	101447594573.2	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		2,390.25	MMHA CONFERENCE APR18TH STAFF		113564	900015415799.1	50677.6331		CONFERENCES, TRAINING, TRAVEL	NAN MCKAY APT BLDG
		2,390.25	MMHA CONFERENCE APR18TH STAFF		113565	900015415799.2	50678.6331		CONFERENCES, TRAINING, TRAVEL	JOHN CARROLL APT BLDG
		64.76	PREMIUM WATER JC NM		113566	892015478852.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		64.75	PREMIUM WATER JC NM		113567	892015478852.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		47.47	AMAZON NM JC LAMINATOR & SHEET		113568	104139341813.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		47.47	AMAZON NM JC LAMINATOR & SHEET		113569	104139341813.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		30.45	US POSTAL LEGAL SERVICES_POSTA		113570	001502475180.1	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		864.22	WM DUMPSTER JC # 602 902 MOVE		113571	700931618131.1	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		448.62	COMCAST NM PHONE SERVICE & INT		113572	107894775052.1	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		1,782.98	MENARDS JC TOTES STORAGE ITEMS		113573	100277471296.1	50678.6430	229901	MISCELLANEOUS	JOHN CARROLL APT BLDG
		1,782.98	MENARDS JC TOTES STORAGE ITEMS		113574	100277471452.1	50678.6430	229901	MISCELLANEOUS	JOHN CARROLL APT BLDG
		1,782.98	MENARDS JC TOTES STORAGE ITEMS		113575	100277471379.1	50678.6430	229901	MISCELLANEOUS	JOHN CARROLL APT BLDG
		864.22	WASTE MANAGEMENT JC DUMPSTER A		113576	700980917439.1	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		302.64	COMCAST JC PHONE AND INTERNET		113577	104538452651.1	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		864.22-	WM DUMPSTER CREDIT JC APT 902		113578	700930940704.1	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		8.74	AMAZON OFFICE SUPPLIES		113579	108453812241.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		8.73	AMAZON OFFICE SUPPLIES		113580	108453812241.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		8.59	AMAZON BANK BAGS NM JC		113581	109858045195.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		8.59	AMAZON BANK BAGS NM JC		113582	109858045195.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		300.00	WALMART GIFT CARDS FOR 3 TENAN		113583	200149003833.1	50678.6430	229901	MISCELLANEOUS	JOHN CARROLL APT BLDG
		100.00	WALMART GIFT CARD PURCHASED 2-		113584	083177301447.1	50678.6430	229901	MISCELLANEOUS	JOHN CARROLL APT BLDG
		100.00	WALMART GIFT CARD PURCHASE 1 O		113585	083173219908.1	50678.6430	229901	MISCELLANEOUS	JOHN CARROLL APT BLDG
		489.36	MENARDS JC MAINTENANCE SUPPLIE		113586	100284244479.1	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		121.79	HOME DEPOT JC MAINTENANCE SUPP		113587	010197409243.1	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		63.93	FLGLS-FOOD K9 RILEY		113588	107515094013.1	20212.6210	227589	OPERATING SUPPLIES	GRANTS/DONATIONS POLICE
		128.97	Color Run Bottles and Safety G		113589	102379654495.1	20215.6210	227685	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		2,243.60	Mirrors for Fitness Studio at		113590	000058646493.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		520.00	Salish splash slide material		113591	872362540878.1	20215.6210	227674	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		72.96	Color Run Stakes and storage c		113592	300871274835.1	20215.6210	227685	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024158	5/8/2024		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		1,049.38	Bounce house and dunk tank		113593	300698693266.1	20215.6210	227674	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		341.98	Ship Grant Purchase Equipment		113594	105029509321.1	20215.6210	227683	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		129.81	Chairs for Recovery Room Ship		113595	104979120239.1	20215.6210	227683	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		54.01	Steps for SHIP Grant Fitness C		113596	102217572196.1	20215.6210	227683	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		251.13	Steps for SHIP GRANT fitness c		113597	102219554143.1	20215.6210	227683	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		204.99	Recovery Chairs for SHIP Grant		113598	102097905680.1	20215.6210	227683	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		25.00	Employee App for Pool scheduli		113599	000048410897.1	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		25.00	Employee App for Pool scheduli		113600	000048410897.2	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		28.47	KNOWLANS GROUNDBREAKING ASIAN		113601	720204001244.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		35.80	WALGREENS THANK YOUS		113602	001000100329.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		25.00	KNOWLANS ACTIVITIES		113603	720203459165.1	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		25.00	KNOWLANS ACTIVITIES		113604	720203459165.2	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		98.47	OFFICE DEPOT LABELS ENVELOPES		113605	100284224257.1	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		21.86	KNOWLANS ACTIVIITY SUPPLIES		113606	720203157045.1	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		21.86	KNOWLANS ACTIVIITY SUPPLIES		113607	720203157045.2	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		35.80	WALGREENS THANK YOUS		113608	000969696211.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		105.98	AMAZON GLOVES		113609	109916781652.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		11.98	KNOWLANS RESOURCE FAIR ACTIVIT		113610	720203230877.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		23.47	KNOWLANS RESOURCE FAIR ACTIVIT		113611	720203230877.2	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		23.46	KNOWLANS RESOURCE FAIR ACTIVIT		113612	720203230877.3	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		11.00	DOLLAR TREE RESOURCE FAIR		113613	001000825854.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		12.80	WALGREENS JC CALENDAR		113614	001000825938.1	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		25.00	DQ ACTIVITIES		113615	400000000058.1	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		25.00	DQ ACTIVITIES		113616	400000000058.2	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		42.96	WALGREENS THANK YOUS		113617	001013588518.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		52.42	ALDI PANCAKE BREAKFAST		113618	710045561165.1	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		52.41	ALDI PANCAKE BREAKFAST		113619	710045561165.2	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		68.00	USPS STAMPS		113620	001713904952.1	10530.6390		POSTAGE AND TELEPHONE	COMMUNITY AFFAIRS
		297.50	APWA -K.Gelhar Membership		113621	000035848774.1	10315.6471		DUES & SUBSCRIPTIONS	ENGINEERING
		620.99	APWA SPRING CONF. NG		113622	106954140091.1	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		122.50	AELSLAGID - PE LIC RENEWAL		113623	151048459694.1	10315.6471		DUES & SUBSCRIPTIONS	ENGINEERING
		620.99	APWA SPRING CONF K.GELHAR		113624	104176196126.1	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		25.00	ANGELOS GIFT CERT NEIGBRS FOOD		113625	500897315610.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		26.50	VERIFIED CREDNTLS BKGRND CKS		113626	900013905324.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		67.92	INNOVATIVE CLIPS NOTE PADS SAN		113627	520000001365.1	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		8.46	TARGET WELLNSS MMS		113628	091240435698.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		138.07	COMCAST-VETS INTERNET		113629	102144151500.1	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		945.08	CDWG-DOCKING STATIONS		113630	886327001097.1	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		24.89	CDWG-BATTERIES		113631	886329000967.1	10160.6220		REPAIR & MAINTENANCE SUPPLIES	INFORMATION TECHNOLOGY

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024158	5/8/2024		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		3,823.20	CDWG-SECURITY CAMERA SOFTWARE		113632	886329001056.1	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		2,370.55	CDWG-LAPTOP		113633	886325000443.1	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		16.14	MH Lunch at APA Conference		113634	740270596515.1	10410.6331		CONFERENCES, TRAINING, TRAVEL	DEVELOPMENT SERVICES
		1,117.37	WEBSTAIRANTSTORE TABLES/CARTS		113635	200264733876.1	20215.6210	227673	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		2,201.84	WEBSTAIRANTSTORE TABLES/CARTS		113636	200264733876.2	10520.6240		MINOR EQUIPMENT AND FURNITURE	PARKS ADMINISTRATION
		73.68	SPEEDWAY-KEROSENE		113637	001561624718.1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		326.42	GRANDVIEW LODGE-APWA CONF ROOM		113638	041600075494.1	10340.6331		CONFERENCES, TRAINING, TRAVEL	PARKS FACILITIES AND MTNCE
		414.50	KULLY-RESTROOM DRYER TIMERS		113639	200001472730.1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		10.22	DEPT OF AG-PEST LIC-J.DENEEN		113640	731216881933.1	10340.6331		CONFERENCES, TRAINING, TRAVEL	PARKS FACILITIES AND MTNCE
		438.50	KULLY-HAND DRYER SENSORS		113641	200002607312.1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		160.65	HOME DEPOT NM MAINTENANCE SUPP		113642	010194731919.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		211.27	GRAINGER NM DR CLOSER HYDRAULI		113643	730953582928.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		74.92	HOME DEPOT NM MAINTENANCE SUPP		113644	010196331734.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		28.09	SPEEDWAY NM GRILL PROPANE		113645	001621323514.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		169.39	HOME DEPOT NM MAINT SUPPLIES		113646	010192253176.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		43.66	HOME DEPOT NM MAINTENANCE SUPP		113647	010197409235.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		170.84	HOME DEPOT NM MAINT SUP		113648	010199017605.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		213.88	HOME DEPOT MAINTENANCE SUPPLIE		113649	100639640312.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		18.40	FEDEX-BWC SHIPPING		113650	741665353734.1	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		8.68	FEDEX-PBT SHIPPING		113651	741665179658.1	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		61.90	MNRDS SPPLIES		113652	100367124942.1	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		35.01	VRZN-DATA		113653	102023240501.1	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		44.51	AMZN-POST IT NOTES		113654	100124973102.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		95.61	AMZN-BATTERIES&TISSUE		113655	107987481725.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		29.26	KWIKTRP-MEETING REFRESHMENTS		113656	972003038559.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		360.00	VERSTLVEHICLE-KD GOLF CARTS		113657	017021168343.1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		33.20	VCN-SQ 64 TABS		113658	001021639120.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		1,500.00	GRACIE-28 UOF TRNG		113659	105976882940.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		450.00	BCA-46 INV TRNG		113660	121003177080.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		159.00	CLBRPRSS-39 RPRT WRTNG TRNG		113661	261009823598.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		85.00	DOL BO LICENSE RENEWAL		113662	151103964218.1	10410.6471		DUES & SUBSCRIPTIONS	DEVELOPMENT SERVICES
		160.00	ICC MEMBERSHIP		113663	103872631709.1	10410.6471		DUES & SUBSCRIPTIONS	DEVELOPMENT SERVICES
		18.99	USED COMPANY CARD IN ERROR		113664	005263516320.1	10101.4677		MISC REVENUE	GENERAL FUND
		620.99	APWA-CONF (HOWIE & CODY)		113665	101828463893.1	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		620.99	APWA-CONF (HOWIE & CODY)		113666	101828463893.2	10340.6331		CONFERENCES, TRAINING, TRAVEL	PARKS FACILITIES AND MTNCE
		352.54	GRANDVIEW LODGE-APWA CONF ROOM		113667	041600075015.1	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		.50	SCPARK-PARKING TZD CONF		113668	131139975500.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		510.34	CRTYRD-47 SOTA CONF		113669	108962665451.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		502.34	CRTYRD-29 SOTA CONF		113670	108962665469.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024158	5/8/2024		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		13.56	FEDEX-FTO MANUAL BINDING		113671	069223170334.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		21.60	KT-COFFEE FOR MEETING		113672	972003429531.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		91.55	AMAZON COLOR RUN MATERIALS		113673	109916505754.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		57.09	WALMART 5K SUPPLIES		113674	400355957984.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		2,339.40	TAHO SPORTSWEAR TBALL UNIFORM		113675	900018319668.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		8.19	WALMART CUPS FOR COLOR RUN		113676	400214178907.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		216.12	VAN PPR CUPS AND TP		113677	900014135491.1	20245.6210		OPERATING SUPPLIES	AIRPORT
		51.15	VAN PPR TOWELS		113678	900010101939.1	20245.6210		OPERATING SUPPLIES	AIRPORT
		383.41	CANTEEN VENDING SPPLS		113679	206677600019.1	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		144.85	COMCAST APR INTERNET		113680	108793430699.1	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		41.18	FULL SOURCE SAFETY GLASSES		113681	745671244582.1	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		420.00	PLUNKETTS PEST CONTROL		113682	001961398196.1	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		365.30	BTR SPRDR RPRS		113683	300791604849.1	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		118.00	MN FLYER APR AD		113684	486001767712.1	20245.6341		ADVERTISING	AIRPORT
		9.59	ACE HRDWR BATTERY		113685	740270334470.1	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		169.00	BTR SPRDR RPRS		113686	300721286789.1	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		170.73	MCOA CONF LODGING		113687	036004411734.1	20245.6331		CONFERENCES, TRAINING, TRAVEL	AIRPORT
		170.73	MCOA CONF LODGING		113688	036004412518.1	20245.6331		CONFERENCES, TRAINING, TRAVEL	AIRPORT
		16.45	UPS-RETD SOFTWARE MODUALE		113689	375401408340.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		249.19	COVERKING-SEAT COVER #208-24		113690	000054126665.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		151.36	TOPPERS & MORE-BACKRACK#208-24		113691	213101098751.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		11.73-	TOPPERS&MORE-CREDIT TAX		113692	213100771236.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		252.99	COVERKING-SEAT COVERS #206-24		113693	000034259574.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		249.19	COVERKING-SEAT COVERS #202-24		113694	000052109626.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		191.99	TOPPERS&MORE-BACKRACK #202-24		113695	213100811841.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		233.64	KT-DONUTS FOR EASTER EGG HUNT		113696	972002660613.1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		990.00	POST-LIC RENEWAL BULK		113697	150931379962.1	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		90.00	POST-27 LICENSE RENEWAL		113698	731028454450.1	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		90.00	POST-22 LIC APPLICATION		113699	151042756715.1	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		1.94	POST-CC FEE 22 LIC APPLICATION		113700	151043011144.1	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		6.49	HOLIDAY-SQ 64 WASH		113701	838000636507.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		2,395.22	AT&T-MARCH CELL AND DATA		113702	812484051901.1	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		587.91	CRTYRD-07 EATI		113703	104887032351.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		601.44	CRTYRD-03 EATI		113704	104887032344.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		601.44	CRTYRD-01 EATI		113705	104887032336.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		14.65	PANERA-MEETING REFRESH		113706	107816506573.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		90.00	POST-40 LICENSE RENEWAL		113707	731166920050.1	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		23.98	MENARDS-BINS		113708	100257617597.1	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		130.36	SAMS CLUB-CONCESSION RESALE		113709	400203413722.1	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA

CITY OF SOUTH ST PAUL
 Council Check Register by GL
 Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2024163	5/31/2024		2748 MISSION SQUARE TRANSFER (EFT)						Continued...	
		1,960.00			113763	0529248020611	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>1,960.00</u>								
2024164	5/31/2024		1338 EFTPS							
		37,813.99			113761	052924802061	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		41,192.78			113765	052924802062	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		<u>79,006.77</u>								
2024165	5/31/2024		2013 MINNESOTA REVENUE (C)							
		17,874.77			113771	052924802068	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>17,874.77</u>								
		<u><u>1,973,144.75</u></u>	Grand Total							

Payment Instrument Totals

Checks	1,696,442.92
EFT Payments	259,718.80
A/P ACH Payment	<u>16,983.03</u>
Total Payments	1,973,144.75



CITY COUNCIL AGENDA REPORT
DATE: JUNE 3, 2024
DEPARTMENT: CITY CLERK
Prepared by: Deanna Werner
ADMINISTRATOR: RG

8-C

AGENDA ITEM: Business Licenses

ACTION TO BE CONSIDERED:

Motion to adopt attached list, approving Business Licenses.

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

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>
15616	Amy & Jesse Polomny	00015204	Chicken License	A	05/21/2024	12/31/2040	448 1st Ave S		06/03/2024
15615	Luis Efrain Morocho Calle	00015203	Chicken License	A	05/21/2024	12/31/2040	1059 6th Ave S		06/03/2024
15620	Aaron Schoenhell	00015209	Chicken License	A	05/29/2024	05/31/2040	443 7th Ave S		06/03/2024
12042	Todd Kelm	00014722	Rental Housing	A	05/16/2024	05/31/2025	211 10th Ave S		06/03/2024
12873	Timberly Johnson	00014413	Rental Housing	A	05/29/2024	05/31/2025	304 10th Ave S		06/03/2024
15290	Mallory Lyn Derrick	00014926	Rental Housing	A	05/24/2024	05/31/2025	225 11th Ave N		06/03/2024
15475	Everest Holdings LLC	00015068	Rental Housing	A	05/16/2024	05/31/2025	233 11th Ave N	Everest Holdings LLC	06/03/2024
15474	Angela Nicole Gotham	00015066	Rental Housing	A	05/30/2024	05/31/2025	259 11th Ave N		06/03/2024
11918	Robert E. Bray	00014419	Rental Housing	A	05/23/2024	05/31/2025	551 11th Ave N		06/03/2024
11945	Craig H. Kelm	00014979	Rental Housing	A	05/22/2024	05/31/2025	606-608 11th Ave N		06/03/2024
11918	Robert E. Bray	00014420	Rental Housing	A	05/24/2024	05/31/2025	621 11th Ave N		06/03/2024
15498	Ying Xiong	00015111	Rental Housing	A	05/29/2024	05/31/2025	750 11th Ave N		06/03/2024
15236	Nicholas Matthew Borscheid	00014386	Rental Housing	A	05/24/2024	05/31/2025	102 11th Ave S		05/24/2024
15276	Redpoint Properties, LLC	00014949	Rental Housing	A	05/29/2024	05/31/2025	236 11th Ave S		06/03/2024
15153	Washington Tuan Nguyen	00014844	Rental Housing	A	05/17/2024	05/31/2025	252 11th Ave S		06/03/2024
15276	Redpoint Properties, LLC	00014925	Rental Housing	A	05/29/2024	05/31/2025	337 11th Ave S		06/03/2024
14598	Death Enterprises LLC	00014668	Rental Housing	A	05/22/2024	05/31/2025	417 11th Ave S		06/03/2024
12081	Cheryl Keindl	00014425	Rental Housing	A	05/20/2024	05/31/2025	417-419 12th Ave N		06/03/2024
15562	Brittany Jane Simonet	00015131	Rental Housing	A	05/30/2024	05/31/2025	644 12th Ave N		06/03/2024
15192	Thomas James Monson	00014868	Rental Housing	A	05/29/2024	05/31/2025	708 12th Ave N		06/03/2024
15248	Christopher H. Mangroo and Genevieve Coffey	00014899	Rental Housing	A	05/07/2024	05/31/2025	101 12th Ave S		06/03/2024
14870	Marsha Anderson	00014407	Rental Housing	A	05/24/2024	05/31/2025	702 13th Ave N		06/03/2024
15004	Jason Michael Kramber	00014779	Rental Housing	A	05/21/2024	05/31/2025	716-718 13th Ave N		06/03/2024
14881	Distinguished Properties, LLC	00015067	Rental Housing	A	05/16/2024	05/31/2025	443 13th Ave S		06/03/2024
15148	Tyler Schoenborn	00014391	Rental Housing	A	05/28/2024	05/31/2025	552-554 14th Ave N		06/03/2024
15069	Ronald J. Richins	00014816	Rental Housing	A	05/23/2024	05/31/2025	257 15th Ave N		06/03/2024
14594	John Hafner	00014666	Rental Housing	A	05/29/2024	05/31/2025	1000 16th Ave N		06/03/2024
15290	Mallory Lyn Derrick	00014927	Rental Housing	A	05/24/2024	05/31/2025	702 16th Ave N		06/03/2024

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>
15547	Peter Andrew Cassada	00015129	Rental Housing	A	05/29/2024	05/31/2025	221-223 17th Ave N		06/03/2024
15187	David Edward Savoie	00014864	Rental Housing	A	05/23/2024	05/31/2025	538 17th Ave N		06/03/2024
12150	Barbara J. Cubus	00014460	Rental Housing	A	05/23/2024	05/31/2025	102 18th Ave S		06/03/2024
14609	Freeport Investments Inc	00015101	Rental Housing	A	05/28/2024	05/31/2025	245 1st Ave S	Clifton Properties	06/03/2024
14791	Lifeng Geng	00014709	Rental Housing	A	05/17/2024	05/31/2025	334 1st Ave S		06/03/2024
13724	Paul Freeberg	00014467	Rental Housing	A	05/21/2024	05/31/2025	356 1st Ave S		06/03/2024
11864	Veronica Rivera	00014471	Rental Housing	A	05/20/2024	05/31/2025	520 1st Ave S		06/03/2024
15491	Rush 2 It Housing LLC	00015104	Rental Housing	A	05/28/2024	05/31/2025	545 1st Ave S	Rush 2 It Housing	06/03/2024
9923	Zagloba Society, Inc. 1033	00014476	Rental Housing	A	05/23/2024	05/31/2025	622 1st Ave S		06/03/2024
15398	House2Home SSTP LLC	00015006	Rental Housing	A	05/28/2024	05/31/2025	712-716 1st Ave S	House2Home SSTP LLC	06/03/2024
12061	Dale G Wobbe	00014480	Rental Housing	A	05/30/2024	05/31/2025	715 1st Ave S		06/03/2024
12099	Jason R. Naber	00014481	Rental Housing	A	05/07/2024	05/31/2025	724-726 1st Ave S		06/03/2024
12923	Jamie A. Thompson	00014483	Rental Housing	A	05/28/2024	05/31/2025	929 20th Ave N		06/03/2024
15400	Silver Sky Properties	00015008	Rental Housing	A	05/29/2024	05/31/2025	445-447 20th Ave S		06/03/2024
15229	Christopher Alan Neubauer	00014895	Rental Housing	A	05/23/2024	05/31/2025	714 22nd Ave N		06/03/2024
15406	William Bernier	00015061	Rental Housing	A	05/28/2024	05/31/2025	827 22nd Ave N		06/03/2024
15106	Kip L. Barnhill	00014827	Rental Housing	A	05/24/2024	05/31/2025	248 22nd Ave S		06/03/2024
14725	Paul James Reckinger	00015045	Rental Housing	A		05/31/2025	157-159 23rd Ave S	157 23rd Ave, LLC	06/03/2024
15259	Matewos Timetewos Yebyo	00014906	Rental Housing	A	05/28/2024	05/31/2025	716 24th Ave N		06/03/2024
15486	40 Acres Legacy	00015094	Rental Housing	A	05/21/2024	05/31/2025	254 2nd Ave S	40 Acres Legacy, LLC	06/03/2024
15003	Clifton Properties, LLC	00014778	Rental Housing	A	05/28/2024	05/31/2025	312 2nd Ave S		06/03/2024
15242	Theodore James Byrne	00014896	Rental Housing	A	05/30/2024	05/31/2025	319 2nd Ave S		06/03/2024
15129	Thomas Stuart Williams	00014837	Rental Housing	A	05/24/2024	05/31/2025	326 2nd Ave S		06/03/2024
12149	Larry K. Zwart	00014493	Rental Housing	A	05/29/2024	05/31/2025	336 2nd Ave S		06/03/2024
12261	Hazem M. Issa	00014496	Rental Housing	A	05/29/2024	05/31/2025	401 2nd Ave S		06/03/2024
15003	Clifton Properties, LLC	00015052	Rental Housing	A	05/28/2024	05/31/2025	405 2nd Ave S	Clifton Properties, LLC	06/03/2024
15003	Clifton Properties, LLC	00014948	Rental Housing	A	05/28/2024	05/31/2025	113 3rd Ave S	Clifton Properties LLC	06/03/2024

City of South St Paul City Council Report

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15319	A Solutions	00014940	Rental Housing	A	05/28/2024	05/31/2025	208 3rd Ave S	Housing with Services - Grandfathered to 6	06/03/2024
15149	Edith Ann White	00014394	Rental Housing	A	05/30/2024	05/31/2025	337 3rd Ave S		06/03/2024
15107	Joseph Phillip Isaacson	00014829	Rental Housing	A	05/28/2024	05/31/2025	415 3rd Ave S		06/03/2024
11918	Robert E. Bray	00014503	Rental Housing	A	05/23/2024	05/31/2025	423 3rd Ave S		06/03/2024
11918	Robert E. Bray	00014504	Rental Housing	A	05/23/2024	05/31/2025	424 3rd Ave S		06/03/2024
14403	Thomas Jussila	00014505	Rental Housing	A	05/21/2024	05/31/2025	436 3rd Ave S		06/03/2024
15339	Nancy Dolce	00014954	Rental Housing	A	05/30/2024	05/31/2025	440 3rd Ave S		06/03/2024
13606	Chad Unseth	00014506	Rental Housing	A	05/20/2024	05/31/2025	537 3rd Ave S		06/03/2024
15406	William Bernier	00015013	Rental Housing	A	05/28/2024	05/31/2025	636 3rd Ave S	Bill Joe Bernier	06/03/2024
14935	Andrew Held	00014765	Rental Housing	A	05/28/2024	05/31/2025	840 3rd Ave S		06/03/2024
15266	Emily Jacqueline Stripling	00014910	Rental Housing	A	05/29/2024	05/31/2025	232 4th Ave N		06/03/2024
15340	Gino Ward	00014956	Rental Housing	A	05/20/2024	05/31/2025	221 4th Ave S		06/03/2024
15120	5501 France LLC	00014878	Rental Housing	A	05/21/2024	05/31/2025	309 4th Ave S		06/03/2024
15214	Jose Ruacho-Valtierrez	00015079	Rental Housing	A	05/30/2024	05/31/2025	334 4th Ave S		06/03/2024
13619	Daniel Farias Armenta	00014513	Rental Housing	A	05/07/2024	05/31/2025	347 4th Ave S		06/03/2024
15120	5501 France LLC	00014831	Rental Housing	A	05/21/2024	05/31/2025	405 4th Ave S		06/03/2024
15398	House2Home SSTP LLC	00015004	Rental Housing	A	05/28/2024	05/31/2025	422 4th Ave S	House2Home SSTP LLC	06/03/2024
15456	Huy Dinh Nguyen	00015053	Rental Housing	A	05/24/2024	05/31/2025	124 5th Ave N		06/03/2024
11786	Jeffrey J. Krumrie	00014702	Rental Housing	A	05/24/2024	05/31/2025	204 5th Ave N		06/03/2024
15404	Juan & Karen Perez	00015011	Rental Housing	A	05/28/2024	05/31/2025	219 5th Ave N		06/03/2024
15482	Travis Lee Cherrier	00015089	Rental Housing	A	05/30/2024	05/31/2025	234 5th Ave N		06/03/2024
15095	Saurav Man Pradhan	00014821	Rental Housing	A	05/22/2024	05/31/2025	1104 5th Ave S		06/03/2024
15097	Brian Joseph Scanlan	00014822	Rental Housing	A	05/30/2024	05/31/2025	1312 5th Ave S		06/03/2024
12873	Timberly Johnson	00014893	Rental Housing	A	05/29/2024	05/31/2025	340 5th Ave S		06/03/2024
11900	Jeremy J. Millinczek	00014519	Rental Housing	A	05/21/2024	05/31/2025	343 5th Ave S		06/03/2024
14482	Pahola & Michael Clysdale	00014520	Rental Housing	A	05/29/2024	05/31/2025	405 5th Ave S		06/03/2024
15272	Yer Moua	00014911	Rental Housing	A	05/29/2024	05/31/2025	416 5th Ave S		06/03/2024
15009	Erik W. Hull	00014783	Rental Housing	A	05/07/2024	05/31/2025	458 5th Ave S		06/03/2024

City of South St Paul City Council Report

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15384	Jesse Quillan Saver	00015088	Rental Housing	A	05/29/2024	05/31/2025	637 5th Ave S		06/03/2024
11945	Craig H. Kelm	00014707	Rental Housing	A	05/22/2024	05/31/2025	657-659 5th Ave S		06/03/2024
12309	Joseph W. Rascher	00014522	Rental Housing	A	05/28/2024	05/31/2025	705 5th Ave S		06/03/2024
15090	Chaz J. Lasch	00014819	Rental Housing	A	05/28/2024	05/31/2025	806 5th Ave S		06/03/2024
14706	James Butler	00014697	Rental Housing	A	05/21/2024	05/31/2025	851-853 5th Ave S		06/03/2024
15214	Jose Ruacho-Valtierrez	00014885	Rental Housing	A	05/30/2024	05/31/2025	901 5th Ave S		06/03/2024
13316	Stewart Property	00014529	Rental Housing	A	05/20/2024	05/31/2025	250 6th Ave N		06/03/2024
15500	Giovanni Ranallo	00015114	Rental Housing	A	05/21/2024	05/31/2025	702 6th Ave S		06/03/2024
12096	Margaret R. Bordanea	00014541	Rental Housing	A	05/29/2024	05/31/2025	1033 7th Ave S		06/03/2024
15393	Christopher Steven Arlen Rupp	00014990	Rental Housing	A	05/29/2024	05/31/2025	1132 7th Ave S		06/03/2024
15432	Ashley Autio	00015036	Rental Housing	A	05/30/2024	05/31/2025	240 7th Ave S		06/03/2024
11919	Gregory R. Cubus	00014537	Rental Housing	A	05/23/2024	05/31/2025	439 7th Ave S		06/03/2024
11871	Marsha Anderson	00014644	Rental Housing	A	05/24/2024	05/31/2025	549 7th Ave S		06/03/2024
14655	New World Housing, LLC	00014720	Rental Housing	A	05/28/2024	05/31/2025	929 7th Ave S		06/03/2024
15276	Redpoint Properties, LLC	00014915	Rental Housing	A	05/29/2024	05/31/2025	131 8th Ave N		06/03/2024
14555	Kyle Wicks	00015102	Rental Housing	A	05/30/2024	05/31/2025	1243 8th Ave S		06/03/2024
15425	Zachary Nicholas Carchedi	00015031	Rental Housing	A	05/22/2024	05/31/2025	144 8th Ave S	Zachary Nichoals Carchedi	06/03/2024
14876	Cheryl Lynn Weimer	00014721	Rental Housing	A	05/24/2024	05/31/2025	448 8th Ave S		06/03/2024
15365	John Edward Starr	00014972	Rental Housing	A	05/22/2024	05/31/2025	548 8th Ave S		06/03/2024
15365	John Edward Starr	00014973	Rental Housing	A	05/22/2024	05/31/2025	552 8th Ave S		06/03/2024
14397	Waterstone Investments, Inc.	00014993	Rental Housing	A	05/28/2024	05/31/2025	708-710 8th Ave S	Clifton Properties	06/03/2024
15069	Ronald J. Richins	00014815	Rental Housing	A	05/23/2024	05/31/2025	800 8th Ave S		06/03/2024
15293	Matthew Louis Marrantino	00014929	Rental Housing	A	05/23/2024	05/31/2025	804 8th Ave S #2		06/03/2024
15282	Jarid Keith Reeves	00014919	Rental Housing	A	05/30/2024	05/31/2025	901 8th Ave S		06/03/2024
14557	Stephen & Amanda Death	00015138	Rental Housing	A	05/22/2024	05/31/2025	616 9th Ave N		06/03/2024
15277	Nathan Daniel Runke	00014916	Rental Housing	A	05/24/2024	05/31/2025	1303 9th Ave S		06/03/2024
12131	Danner Family Limited Partnership	00014556	Rental Housing	A	05/21/2024	05/31/2025	106 9th St S		06/03/2024

City of South St Paul City Council Report

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15324	Heaser Investments	00014944	Rental Housing	A	05/23/2024	05/31/2025	534 Annapolis St E		06/03/2024
14459	Steven Stoll	00014558	Rental Housing	A	05/21/2024	05/31/2025	252 Ash St E		06/03/2024
15564	150 Ash St LLC	00015134	Rental Housing	A	05/23/2024	05/31/2025	150-152 Ash St W		06/03/2024
11948	Todd N. Kuester	00014560	Rental Housing	A	05/28/2024	05/31/2025	208-210 Ash St W		06/03/2024
14520	Midwest Star Properties, LLC	00014648	Rental Housing	A	05/21/2024	05/31/2025	403 Camber Ave		06/03/2024
15377	Ong Her	00014982	Rental Housing	A	05/28/2024	05/31/2025	337 Chestnut St		06/03/2024
15186	Campos Enterprises LLC	00015044	Rental Housing	A	05/28/2024	05/31/2025	625 Concord Pl	Campos Enterprises LLC	06/03/2024
15388	Allure Investments LLC	00014987	Rental Housing	A	05/16/2024	05/31/2025	1433 Concord St N	Allure Investments LLC	06/03/2024
14721	Keith & Allison Momper	00014688	Rental Housing	A	05/28/2024	05/31/2025	1541 Concord St N		06/03/2024
14609	Freeport Investments Inc	00014695	Rental Housing	A	05/28/2024	05/31/2025	1556 Concord St S	Clifton Properties	06/03/2024
15467	Sergio Gerardo Trejo Valero	00015059	Rental Housing	A	05/17/2024	05/31/2025	1135 Dale Pl		06/03/2024
15120	5501 France LLC	00014879	Rental Housing	A	05/21/2024	05/31/2025	113 Dale St E		06/03/2024
14725	Paul James Reckinger	00014690	Rental Housing	A		05/31/2025	238 Douglas St W		06/03/2024
15541	Hector & Hilda Suarez	00015127	Rental Housing	A	05/30/2024	05/31/2025	1004 Dwane St		06/03/2024
14675	Justin Schleppebach	00014684	Rental Housing	A	05/30/2024	05/31/2025	2310 Francis St		06/03/2024
14708	Keith Niemi	00014938	Rental Housing	A	05/23/2024	05/31/2025	221 Grand Ave W 104		06/03/2024
15398	House2Home SSTP LLC	00015003	Rental Housing	A	05/28/2024	05/31/2025	221 Grand Ave W 105	House2Home SSTP LLC	06/03/2024
14610	Keith Niemi	00014715	Rental Housing	A	05/23/2024	05/31/2025	221 Grand Ave W 106		06/03/2024
14602	221 Grand 207, LLC	00014671	Rental Housing	A	05/29/2024	05/31/2025	221 Grand Ave W 207		06/03/2024
14610	Keith Niemi	00014760	Rental Housing	A	05/23/2024	05/31/2025	221 Grand Ave W 305		06/03/2024
15471	Jane W. Milnar Trust	00015062	Rental Housing	A	05/30/2024	05/31/2025	1440 Henry Ave		06/03/2024
15559	Nana Agyapong	00015130	Rental Housing	A	05/30/2024	05/31/2025	1550 Lincoln Park Dr		06/03/2024
12053	Robert Fabbrini	00014606	Rental Housing	A	05/30/2024	05/31/2025	1023 Marie Ave		06/03/2024
15003	Clifton Properties, LLC	00015065	Rental Housing	A	05/28/2024	05/31/2025	224-226 Park St W	Clifton Properties LLC	06/03/2024
11828	William J. Millinczek	00014611	Rental Housing	A	05/21/2024	05/31/2025	253-255 Park St W		06/03/2024
15402	Kinetic Capital	00015009	Rental Housing	A	05/29/2024	05/31/2025	213-215 Poplar St W	Silver Sky Properties	06/03/2024

City of South St Paul City Council Report

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15335	Hanh Thuy Tuyet Nguyen	00014999	Rental Housing	A	05/24/2024	05/31/2025	217 Richmond St W		06/03/2024
14557	Stephen & Amanda Deuth	00014651	Rental Housing	A	05/22/2024	05/31/2025	1404-1406 Southview Blvd		06/03/2024
12127	Ronald & Tammy Brummund	00014623	Rental Housing	A	05/29/2024	05/31/2025	1810 Southview Blvd		06/03/2024
14749	Andy & Angie Daiber	00014678	Rental Housing	A	05/22/2024	05/31/2025	203-207 Southview Blvd		06/03/2024
15398	House2Home SSTP LLC	00015005	Rental Housing	A	05/28/2024	05/31/2025	233 Spruce St E	House2Home SSTP LLC	06/03/2024
15278	Diego C. Romero	00014917	Rental Housing	A	05/29/2024	05/31/2025	516 Stewart Ave		06/03/2024
15405	Tobler Homes LLC	00015117	Rental Housing	A	05/28/2024	05/31/2025	1560 Stickney Ave		06/03/2024
15461	BP Ventures, LLC	00014375	Rental Housing	A	05/22/2024	05/31/2025	127 Warburton St W		06/03/2024
14952	Pro Operam Sub II, LLC	00014768	Rental Housing	A	05/08/2024	05/31/2025	212 Warburton St W		06/03/2024
15448	Alyssa Kay Wegleitner	00014373	Rental Housing	A	05/29/2024	05/31/2025	1514 Waterloo Ave		06/03/2024
13460	Patrick C. Simpson	00014635	Rental Housing	A	04/29/2024	05/31/2025	265 Wentworth Ave		06/03/2024
15475	Everest Holdings LLC	00015069	Rental Housing	A	05/16/2024	05/31/2025	1579 Willis Ave	Everest Holdings LLC	06/03/2024
14929	Lucien Bell Solefack	00014763	Rental Housing	A	05/30/2024	05/31/2025	1623 Willis Ave		06/03/2024
11918	Robert E. Bray	00014424	Rental Housing Multi Family Dwelling (4+)	A	05/23/2024	05/31/2025	314 12th Ave N		06/03/2024
12143	John Schoenfelder	00014437	Rental Housing Multi Family Dwelling (4+)	A	05/29/2024	05/31/2025	144 13th Ave S		06/03/2024
12876	Turnberry Enterprises, LLC	00014477	Rental Housing Multi Family Dwelling (4+)	A	05/29/2024	05/31/2025	654 1st Ave S		06/03/2024
12052	Ckapp Partnership, LLP	00014491	Rental Housing Multi Family Dwelling (4+)	A	05/28/2024	05/31/2025	256 2nd Ave S		06/03/2024
15150	Heritage Crest Apartments, LLC	00014395	Rental Housing Multi Family Dwelling (4+)	A	05/08/2024	05/31/2025	205 3rd Ave S	Heritage Crest Apartments	06/03/2024
15150	Heritage Crest Apartments, LLC	00014396	Rental Housing Multi Family Dwelling (4+)	A	05/08/2024	05/31/2025	211 3rd Ave S	Heritage Crest Apartments	06/03/2024
15150	Heritage Crest Apartments, LLC	00014397	Rental Housing Multi Family Dwelling (4+)	A	05/08/2024	05/31/2025	219 3rd Ave S	Heritage Crest Apartments	06/03/2024
15150	Heritage Crest Apartments, LLC	00014398	Rental Housing Multi Family Dwelling (4+)	A	05/08/2024	05/31/2025	225 3rd Ave S	Heritage Crest Apartments	06/03/2024
15150	Heritage Crest Apartments, LLC	00014400	Rental Housing Multi Family Dwelling (4+)	A	05/08/2024	05/31/2025	239 3rd Ave S	Heritage Crest Apartments	06/03/2024

City of South St Paul City Council Report

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15590	Greystone Apartments	00015174	Rental Housing Multi Family Dwelling (4+)	A	05/08/2024	05/31/2025	315 3rd St N		06/03/2024
14325	Daniel Busse	00014390	Rental Housing Multi Family Dwelling (4+)	A	05/29/2024	05/31/2025	219 4th Ave S		06/03/2024
15306	Corey Adam Hawkinson	00014380	Rental Housing Multi Family Dwelling (4+)	A	05/28/2024	05/31/2025	211 5th Ave S	Housing with Services - Grandfathered to 6	06/03/2024
15053	Anteneh A. Teferra	00014809	Rental Housing Multi Family Dwelling (4+)	A	05/21/2024	05/31/2025	226 7th Ave S		06/03/2024
14717	Upward Properties, LLC	00014687	Rental Housing Multi Family Dwelling (4+)	A	05/28/2024	05/31/2025	909 Concord St N		06/03/2024
12126	Raymond E. Haselberger, Jr.	00014579	Rental Housing Multi Family Dwelling (4+)	A	05/08/2024	05/31/2025	1500 Elrose Ct		06/03/2024
12126	Raymond E. Haselberger, Jr.	00014728	Rental Housing Multi Family Dwelling (4+)	A	05/08/2024	05/31/2025	1510 Elrose Ct		06/03/2024
13673	Ian Alliot Capital, LLC	00014608	Rental Housing Multi Family Dwelling (4+)	A	05/20/2024	05/31/2025	1554 Motor Ave		06/03/2024
15424	Long Horn Properties	00015126	Rental Housing Multi Family Dwelling (4+)	A	05/28/2024	05/31/2025	1562 Motor Ave	Long Horn Properties	06/03/2024
12363	Waterford Green Ltd Partnership	00014625	Rental Housing Multi Family Dwelling (4+)	A	05/28/2024	05/31/2025	2200 Southview Blvd		06/03/2024
12073	Darrell L. Tutewohl	00014638	Rental Housing Multi Family Dwelling (4+)	A	05/22/2024	05/31/2025	844 Wentworth Ave		06/03/2024
15351	Capital City Management, LLC	00014963	Rental Housing Multi Family Dwelling (4+)	A	05/28/2024	05/31/2025	1551 Willis Ave		06/03/2024
12126	Raymond E. Haselberger, Jr.	00014640	Rental Housing Multi Family Dwelling (4+)	A	05/08/2024	05/31/2025	1555 Willis Ave		06/03/2024
10097	Aspen Waste Systems Inc.	00014361	Trash Hauler	A	05/21/2024	05/31/2025	2951 Weeks Ave Se	Commercial Routes Only	06/03/2024



City Council Agenda
Date: 6/3/2024
Department: Airport
Prepared by: Andrew Wall
Administrator: RG

8-D

Agenda Item: Approve Land Lease at Fleming Field with Dawn Patrol 92, LLC

Action to be considered:

Adopt Resolution No. 2024-74 Approving Land Lease at Fleming Field with Dawn Patrol 92, LLC for 265 Echo Lane.

Overview:

The City Council is required to approve land leases at the airport. City staff has prepared a land lease for Lot 11, Block 12, Outlot C, Airport Rearrangement, also known as 265 Echo Lane for Dawn Patrol 92, LLC on the approved lease form.

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

Airport staff recommends approval of this lease.

Source of Funds: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-74

**RESOLUTION RELATING TO AIRPORT:
APPROVING LAND LEASE AT FLEMING FIELD
WITH DAWN PATROL 92, LLC**

WHEREAS, The City Council has reviewed and considered a Lease for Lot 11, Block 12, Outlot C Airport Rearrangement (the "Lease");

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

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

Adopted this 3rd day of June 2024.

City Clerk

AIRPORT LAND LEASE AGREEMENT

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

AND

DAWN PATROL 92, LLC

[TENANT]

INDEX TO LEASE AGREEMENT

<u>Section</u>	<u>Heading</u>	<u>Page</u>
1	Lease	
2	Lease Term	
3	Lease Renewal	
4	Rent	
5	Use of Leased Premises	
6	Conduct of Operations	
7	Tenant's Commitment to Construction of Building	
8	Building Maintenance	
9	Insurance	
10	Indemnification	
11	Payment of Taxes and Other Charges	
12	Service and Utilities	
13	Tenant's Financing	
14	Right to Remove Building(s) at End of Lease Term	
15	Tenant's Right to Sublease or Assign	
16	Quiet Enjoyment	
17	Landlord's Operation of Airport	
18	Default by Tenant	
19	Waiver	
20	Legal Costs	
21	Lien on Tenant's Property	
22	Condemnation	
23	Destruction of Leased Premises	
24	Lease Amendments	
25	Binding on Successors	
26	Commitments to Federal or State Agencies	
27	Aircraft Registration	
28	Apron and Taxiway	
29	Signs	
30	Aviation Fuel	
31	Lease Subject to Government Deed Restrictions	
32	Hazardous Substances	
33	General Provisions	
34	Notices	

35	Data Practices Act
36	Entire Agreement
37	Captions; Table of Contents
38	Counterparts
39	Governing Law
40	Conflict of Interest
41	Memorandum of Lease
42	Third Party Beneficiaries
43	Compliance with Laws and Regulations
44	Force Majeure
45	Non-Discrimination
46	Severability

Exhibit A	Rent Schedule
Exhibit B	Building Standards Policy
Exhibit C	Airport Contract Requirements

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the 3rd day of June, 2024_, between the City of South St. Paul, a municipal corporation of the State of Minnesota, (“Landlord”) and Dawn Patrol 92, LLC (“Tenant”), each of the foregoing being sometimes referred to individually as “party” or collectively as “parties.”

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

SECTION 1 LEASE

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

Lot 11, Block 12, Outlot C, Airport Rearrangement

according to the plat thereof on file and of record in the office of the Dakota County Recorder (“Leased Premises”), together with buildings and improvements, if any, located on the Leased Premises. Said Lease Premises has 4901.0 total square feet.

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

SECTION 2
LEASE TERM

The term of this Lease (“Term”) shall be ten (10) years commencing on__June 3, 2024__ (“Commencement Date”), unless earlier terminated as provided in this Lease.

SECTION 3
LEASE RENEWAL

- 3.1 Tenant shall have the option to extend the initial Term of this Lease for an additional term of ten (10) years (“First Extended Term”) from and after the expiration of the initial Term of this Lease, by giving written notice of the exercise of this option to Landlord not less than one (1) year prior to the expiration of the initial Term of this Lease. Tenant shall also have an option to extend the First Extended Term of this Lease for an additional term of ten (10) years (“Second Extended Term”) from and after the expiration of the First Extended Term of this Lease, by giving written notice of the exercise of this option to Landlord not less than one (1) year prior to the expiration of the First Extended Term of this Lease. Each option to renew and each extended term is subject to the following terms and conditions:
- (i) No default exists in the performance by Tenant of any of the terms of this Lease;
 - (ii) Each extended term shall be on the terms, covenants and conditions of the then current lease terms for the same type of tenants (noncommercial, commercial with direct access to public road, or commercial without direct access to public road) and at the highest rental rate for the particular type of tenancy;
 - (iii) With respect to the Second Extended Term that the option for the First Extended Term has been exercised; and
 - (iv) That the Lease Term and any extension term shall not cause the Lease to continue for more than thirty (30) years from the Commencement Date of the Lease.

SECTION 4
RENT

- 4.1 During each year of this Lease, Tenant shall pay to Landlord on or before August first of each year an annual rent (“Rent”) as calculated in this Section. In the event of any fractional year occurring during the Term of this Lease, Tenant shall pay rent on a pro rata basis calculated on the ratio of the actual number of days of possession by Tenant to the total number of days in the year in question.

- 4.2 In addition to being an event of default entitling Landlord to terminate this Lease, failure to pay Rent by March first of each year shall result in a late fee equal to \$50 or five percent (5%) of the Rent due, whichever is greater, per month for each month that the Rent is late. Nothing in this paragraph shall be interpreted as a waiver of any of the Landlord's rights on the Tenant's default pursuant to any other provision of this Lease.
- 4.3 The Annual Rent shall be calculated by multiplying the total square footage of the Leased Premises by the rate set forth in Exhibit A, attached hereto and incorporated herein by reference. At the commencement of any Extended Lease Term, the Annual Rent shall be adjusted upward to the highest rental rate for the Tenant's particular type of tenancy. Thereafter, the Annual Rent shall be increased by three percent (3%) each year for the duration of the Extended Lease Term.
- 4.4 Tenant shall pay to Landlord as additional rent, payable on the same terms as the Rent set forth in this Section, a fee for improvements to the Airport made by Landlord that constitute a special benefit to the Leased Premises ("Infrastructure Fee"). The Infrastructure Fee for the Leased Premises is \$3.25 multiplied by the square footage of the Leased Premises and shall be paid in full (100%) on the date the Lease is signed or one-half (50%) on the date this Lease is signed, and the balance, plus interest at seven percent (7%) per annum on the unpaid balance, in three (3) installments on or before the first, second and third anniversary dates of the commencement of this Lease.
- 4.5 Tenant shall pay to Landlord at the time this lease is signed, a Park Dedication Fee of \$522.27 ("Park Dedication Fee").

SECTION 5
USE OF LEASED PREMISES

- 5.1 The Leased Premises and the building(s) presently thereon and/or those buildings which will be built thereon by Tenant shall be used solely for the following purposes and for no other purpose by Tenant or by other parties to whom Tenant may assign this Lease: [check use(s)]
- X Aircraft storage and uses customarily incidental to aircraft storage, including aircraft storage for rent
- Other (specify) _____
- 5.2 Use of the Leased Premises for any purpose not expressly provided for in this Section shall constitute a default under this Lease unless Landlord provides written approval for such use prior to commencement of the use.

SECTION 6

CONDUCT OF OPERATIONS

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

SECTION 7

TENANT'S COMMITMENT TO CONSTRUCTION OF BUILDING

- 7.1 Tenant agrees that any building constructed by Tenant upon the Leased Premises shall be constructed at no cost to Landlord, and that construction of the building useable for its Tenant's intended purpose(s) shall be completed and a Certificate of Occupancy shall be issued within one (1) year of the commencement of the initial Term of this Lease. If Tenant fails to complete construction of the building and obtain a Certificate of Occupancy within one (1) year of the commencement of the initial Term of this Lease, Tenant shall have an additional six (6) months to complete construction of the building and obtain a Certificate of Occupancy, provided that prior to the end of the initial one year time period allowed for construction of the building, Tenant can prove to the Landlord that Tenant has entered into a binding contract with a builder to construct the building and that a building permit for construction of the building has been issued to Tenant by the City of South St. Paul.
- 7.2 If Tenant is unable to complete construction of the building and obtain a Certificate of Occupancy within the time period specified in Section 7.1, then, in addition to any other remedies that may be contained in this Lease Agreement, Tenant shall forfeit and Landlord shall be permitted to retain any payment(s) made by Tenant as provided in Section 4 for Rent, the Infrastructure Fee and/or the Park Dedication Fee.
- 7.3 The construction of all buildings and the buildings themselves must be built pursuant to the Building Standards Policy attached as Exhibit B, which is herein incorporated by reference.

- 7.4 Before commencing any erection, rebuilding, enlargement or extension of a building, and before commencing any repair or alteration costing in excess of One Thousand Dollars (\$1,000), Tenant shall furnish to Landlord for Landlord's approval:
- (i) The plans for such work;
 - (ii) The estimated cost of completing the work;
 - (iii) Unless waived in writing by Landlord, a bond or other security in amount, form and with surety satisfactory to Landlord, conditioned for the commencement and completion and payment for such work, and against loss or damage by reason of mechanic's liens; and
 - (iv) An insurance policy issued by an insurance company approved by Landlord and in an amount satisfactory to Landlord naming Landlord as an additional insured and protecting Landlord from all liability to persons or property for damages arising out of the contemplated work.
- 7.5 Tenant shall only proceed with the construction of a building upon the Leased Premises after receipt of written approval from Landlord for the plans for the building.
- 7.6 Regardless of whether or not the foregoing bonds, security and insurance are waived by Landlord, Tenant shall:
- (i) Prior to the commencement of any construction, repair or alteration, procure from the necessary authorities any building or other permits that may be required;
 - (ii) Do or cause the work to be done in a good and workmanlike manner and to be completed within the required time and in conformity with such building codes, zoning ordinances and regulations and orders of any lawful authority applicable to the Airport;
 - (iii) Keep the Leased Premises and every building, structure and improvement on the Leased Premises free and clear from all liens for labor performed and materials furnished therefore;
 - (iv) Defend, at Tenant's own cost and expense, each and every lien asserted or filed against any portion of the Leased Premises, or against the building, structure or improvement thereon and pay each and every judgment made or given against any portion of the Leased Premises, or against the building, structure or improvement thereon; and

- (v) Indemnify and hold Landlord harmless from each and every claim, demand, action and cause of action arising out of or in connection with any act or omission of Tenant, or of any agent, employee or contractor of Tenant, with respect to the removal, erection, alteration, enlargement or extension of any building, structure or improvement on the Leased Premises, or arising out of or in connection with the assertion or filing of any lien on said land or against any building, structure or improvement thereon.

SECTION 8
BUILDING MAINTENANCE

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

SECTION 9
INSURANCE

- 9.1 At all times during the Term of this Lease, Tenant shall keep all buildings on the Leased Premises insured against fire, vandalism, malicious mischief, and windstorm loss or damage for an aggregate amount equal to one hundred percent (100%) of the fair market value of the buildings or the insurable value, whichever is greater, and any money received from said insurance as a result of any loss or damage to the building shall be divided between Tenant and Landlord as their interest may appear. The policies shall be in a form satisfactory to Landlord, and copies of the insurance policies or certificates thereof evidencing such coverage and that such insurance is payable to Landlord and Tenant shall be furnished to Landlord. Upon the occurrence of loss of or damage to the building, Tenant shall within thirty (30) days repair, rebuild, replace or remove the building, unless Landlord consents in writing to an extended time, which consent shall not be unreasonably withheld or delayed.
- 9.2 Tenant shall, at Tenant's sole cost and expense, maintain in effect at all times during the Term of this Lease a "Commercial General Liability Insurance" policy on an "occurrence" rather than on a "claims made" basis, with a total combined policy limit of not less than the limitation of liability of Landlord under Minnesota Statutes Chapter 466, or any successor statute, which policy shall include, but not be limited to, coverages for Bodily Injury, Property Damage, Personal Injury and Contractual Liability (applying to this

Lease), or an equivalent form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad as the above. Such policy shall name Landlord as an additional insured. Policies for such liability coverage shall be in a form and issued by an insurer reasonably acceptable to Landlord and shall require at least thirty (30) days prior written notice to Landlord of termination or material alteration. Tenant's liability insurance shall be primary with respect to Landlord and its agents and not participating with any other available insurance. Tenant shall deliver to Landlord on the Commencement Date of this Lease and on each Anniversary Date thereafter insurer-certified copies of such policies, certificates or other evidence reasonably satisfactory to Landlord confirming the terms of such insurance, confirming that premiums thereon have been paid at least one (1) year in advance and confirming that the policies are in full force and effect.

- 9.3 Tenant shall carry owners-tenants combined single limit coverage for bodily injury, property damage and all damages for any one incident of at least One Million Dollars (\$1,000,000.00).
- 9.4 Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance. The parties agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive any writing prior to a loss, any or all right of recovery against any party for loss occurring to the property described therein."

SECTION 10 **INDEMNIFICATION**

- 10.1 Tenant agrees to indemnify and hold Landlord harmless from any and all loss, damage, claims, judgments, litigation expenses and costs for any injury to persons or damage to property from any act or omission of Tenant, its employees, agents, subsidiaries, licensees and sublessees while on or about the Airport or the Leased Premises, and Landlord shall not be liable to any extent for, nor will Tenant make any claim against Landlord for or on account of any injury, loss or damage to the Leased Premises, the buildings or structures thereon, the personal property and facilities located therein, or to any person or property at any time on the Leased Premises whether occasioned by fire, water, smoke, steam, gas, electricity or other agency or instrumentality which may come or be on the Leased Premises or occasioned by any other cause. The Tenant's indemnity obligation is not limited by the insurance required in Sections 9.1 and 9.2.
- 10.2 Nothing in this Lease shall cause Landlord in any way to be construed as partner, joint

venture or associated in any way with Tenant in the operation of the Leased Premises, or subject Landlord to any obligation, loss, charge or expense connected with or arising from the operation or use of the Leased Premises or any part thereof.

SECTION 11
PAYMENT OF TAXES AND OTHER CHARGES

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

SECTION 12
SERVICES AND UTILITIES

- 12.1 All utilities for the Leased Premises shall be separately metered. Tenant shall be responsible for any repairs to utilities or utility connections on the Leased Premises. If Tenant fails to make required repairs to any utilities or utility connections within ten (10) days after Landlord has sent written notice to Tenant that the repairs need to be made, Landlord may make such required repairs and Tenant shall pay to Landlord the cost of performing such repair within five (5) days after receipt of a bill for the repair charges.
- 12.2 Tenant agrees to promptly pay all claims, in addition to Rent, for all utilities or other services supplied to or consumed by Tenant on the Leased Premises, including, without limitation, gas, electricity, water, telephone, trash collection, storm water utility and all similar services provided by Landlord.
- 12.3 Tenant shall provide, at Tenant's expense, security lighting and proper electrical service to the Leased Premises. All utility connections, electrical or otherwise, shall be underground.

SECTION 13
TENANT'S FINANCING

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

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

- 14.1 Upon termination of this Lease, whether on account of default or by lapse of time, if Tenant shall have paid all taxes, assessments, Rent and other charges payable by Tenant under the terms of this Lease, and shall have kept and performed all the terms and conditions of this Lease, Tenant shall have the privilege of removing from the Leased Premises all buildings or property thereon belonging to Tenant and shall restore the Leased Premises to as good condition as they were in when they were entered upon by Tenant, reasonable wear and tear excepted, provided Tenant does so within sixty (60) days after the termination of this

Lease. If said buildings or property are not so removed within said sixty (60) day period, Tenant hereby conveys and transfers the same to Landlord and the title thereto shall vest in Landlord without further act or conveyance; provided, however, that if following commencement of removal or notice of intention to remove, Tenant shall demonstrate to Landlord that for reasons beyond the control of Tenant such removal cannot be completed within said sixty (60) day period, Landlord may allow Tenant a reasonable extension of time for such removal.

- 14.2 At Landlord's sole discretion, Tenant may be required to remove any and all buildings from the Leased Premises at the end of the Lease Term, regardless of whether the requirements of Section 14.1 have been met. Landlord shall inform Tenant in writing no less than ninety (90) days prior to the end of the Lease Term or Extension Term if Landlord will require Tenant to remove the building(s) from the Leased Premises. Tenant's failure to remove the building(s) at Landlord's direction shall result in Landlord removing the building(s) at Tenant's sole expense.

SECTION 15 **TENANT'S RIGHT TO SUBLEASE OR ASSIGN**

- 15.1 Sublease. Tenant may not sublease all or any part of the Leased Premises unless and until a building is constructed on the Leased Premises. Provided a building has been constructed on the Leased Premises, Tenant may sublease all or any part of the Leased Premises only if Tenant first obtains the prior written approval of Landlord, which Landlord approval may not be withheld if all of the conditions in Section 15.3 are met.
- 15.2 Assignment. Tenant may not assign all or any part of the Leased Premises unless and until a building is constructed on the Leased Premises. Notwithstanding the foregoing, Tenant may, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease provided Tenant first obtains the prior written consent of Landlord, which Landlord consent can be withheld, in Landlord's sole discretion, for any reason or no reason. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of this Lease, and as such, shall require the prior written consent of Landlord.
- 15.3 Landlord's written consent to any proposed assignment or transfer shall not be withheld or delayed if, in the sole discretion of the Landlord, all of the following conditions are satisfied:
- (i) The proposed assignee or sublessee has a net worth at least equal to Tenant's net worth as of the date of the signing of this Lease, or the date of the proposed assignment, whichever is greater;

- (ii) The proposed assignee or sublease is creditworthy considering the obligations to be assumed under the Lease;
 - (iii) The proposed assignee or sublessee has experience in operations similar to that being conducted on the Leased Premises;
 - (iv) The use of the Leased Premises will comply with all the requirements of this Lease;
 - (v) Tenant and Tenant's guarantor(s) (if any) and the proposed assignee or sublessee agree to a written amendment to the Lease, in form and substance acceptable to Landlord, that the Rent as of the effective date of such assignment shall be equal to the highest per square foot rent charged for a similar lease at the Airport; and
 - (vi) The proposed assignee or sublessee will continue to use the Leased Premises for the same purpose as the Tenant or for a similar purpose as determined and approved by Landlord at Landlord's sole discretion;
 - (vii) Tenant pays a lease transfer fee to the Landlord in the amount of \$1,000.
- 15.4 If the Lease is assigned to an entity or person other than a member of the Tenant's immediate family before the Infrastructure Fee and accrued interest are fully paid, the Infrastructure Fee and accrued interest shall be due and payable in full on the date the assignment is approved by Landlord.
- 15.5 If Tenant desires to assign the Lease, it shall so notify Landlord in writing at least thirty (30) days prior to the proposed effective date of the assignment. Tenant shall provide Landlord with a copy of the proposed assignment and any other relevant information requested by Landlord.

SECTION 16
QUIET ENJOYMENT

- 16.1 Landlord covenants and agrees with Tenant that upon Tenant's paying said Rent and keeping, paying and performing all the terms, covenants and conditions of this Lease on Tenant's part to be kept, paid and performed, Tenant may, except for reasons beyond the control of Landlord, peaceably and quietly have and hold the Leased Premises for the Term of this Lease.
- 16.2 Notwithstanding the above, Landlord and its agents or representatives shall have the right to enter the Leased Premises and buildings thereon, to inspect the same for safety, fire inspections, and operations conducted from and on the Leased Premises and for the purpose

of making repairs or improvements to any adjoining premises or to the Airport and to install through or upon the Leased Premises such pipes, wires and appurtenances as it may deem necessary or useful to the operation of the Airport, but the making of such repairs, improvements, or installations shall be done in such manner as will not interfere materially with the use and enjoyment of the Leased Premises by Tenant, except in cases of emergency.

SECTION 17
LANDLORD'S OPERATION OF AIRPORT

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

SECTION 18
DEFAULT BY TENANT

18.1 The following shall constitute a default by Tenant:

- (i) Tenant fails to pay Rent and/or the Infrastructure Fee and such failure to pay shall is not cured within five (5) days from the due date of the payment;
- (ii) Tenant fails to complete construction of the building and obtain a Certificate of Occupancy within the time period specified in Section 7.1.
- (iii) Tenant fails to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes and such default shall continue for thirty (30) days after notice of said failure to pay is given to Tenant by the Landlord or Dakota County.
- (iv) Tenant fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for thirty (30) days after notice of default is given by the Landlord or Tenant shall have failed to commence the cure of such default within thirty (30) days after such notice;
- (v) Notwithstanding the requirement contained in Section 18.1(iii) hereof relating to

giving the Tenant a thirty (30) day period to cure a non-monetary default, in the event of an emergency as determined by the Landlord, the Landlord may perform the work or improvement to be performed by the Tenant without giving any notice to the Tenant and without giving the Tenant the thirty (30) day period to cure the default. In such case, the Tenant shall within thirty (30) days after written billing by the Landlord reimburse the Landlord for any and all costs incurred by the Landlord.

- (vi) A petition to reorganize Tenant or for an arrangement of its unsecured debts is filed;
- (vii) Tenant is adjudicated bankrupt;
- (viii) A receiver or trustee of Tenant's property is appointed by any Court;
- (ix) Tenant makes a general assignment for the benefit of creditors;
- (x) The entirety of Tenant's interest in Tenant's property shall be taken by garnishment, attachment, execution or other process of law; or
- (xi) The Leased Premises is abandoned for a period of thirty (30) days.

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

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

18.3 In the event of any default, in addition to any other remedies available to Landlord at law or in equity, including those set forth in Paragraph 18.2, Landlord shall have the immediate right and option to terminate this Lease and all rights of Tenant hereunder by giving written

notice of such intention to terminate. In the event that Landlord shall so terminate this Lease as a result of Tenant's default, Landlord may:

- (i) Retain any payment(s) made by Tenant as provided in Section 4 [*for Rent, Infrastructure Fee and/or the Park Dedication Fee*] prior to the termination of this Lease.
- (ii) Recover from Tenant the amount of any unpaid Rent which had been earned at the time of such termination;
- (iii) Recover from Tenant all expenses incurred by Landlord in terminating, repossessing and reletting the Leased Premises including but not limited to costs of repairs, brokerage and legal fees, and the collection of Rent;
- (iv) Recover from Tenant any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Leased Premises, or, if elected by Landlord as liquidated and final damages for lost Rent, in addition to the deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at the stated rate of interest payable under any first mortgage or deed of trust on the Property or one (1) percent per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Rent for the remainder of the Term exceeds the then reasonable rental value of the Leased Premises over the remainder of the Term; and
- (v) Recover from Tenant any reasonable attorneys' fees incurred by Landlord in enforcing its rights hereunder.

SECTION 19
WAIVER

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

SECTION 20
LEGAL COSTS

If Landlord incurs any costs to collect or recover any amount due or to become due under this Lease or to recover possession of the Leased Premises or files suit upon Tenant for the collection of any amount due or to become due or the recovery of possession of the Leased Premises or the enforcement of any of Tenant's covenants hereunder, Landlord will be entitled to reimbursement of

its reasonable attorneys' fees and costs where Landlord is successful in its efforts for the collection of any amounts due or the recovery of possession of the Leased Premises.

SECTION 21
LIEN ON TENANT'S PROPERTY

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

SECTION 22
CONDEMNATION

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

SECTION 23
DESTRUCTION OF LEASED PREMISES

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

SECTION 24
LEASE AMENDMENTS

24.1 Any of the terms of this Lease may be amended upon the mutual agreement, in writing, of Landlord and Tenant, which must be executed with the same formalities as this instrument.

24.2 This Lease is subject to the approval of federal and state agencies. The parties agree to modify this Lease as may be necessary to obtain approval by any federal or state agencies, provided, however, that such modification does not substantially change the Term, Rent or area leased. If the modification would substantially change the Term, Rent or area leased, either party may terminate this Lease by written notice to the other party.

SECTION 25
BINDING ON SUCCESSORS

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

SECTION 26
COMMITMENTS TO FEDERAL OR STATE AGENCIES

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

SECTION 27
AIRCRAFT REGISTRATION

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

SECTION 28
APRON AND TAXIWAY

28.1 Apron. At Tenant's own expense, Tenant shall construct, maintain, repair and replace an apron to serve the Leased Premises.

28.2 Taxiway. If Landlord constructs a taxiway to serve the Leased Premises as well as other areas, Landlord may require Tenant to pay the amount resulting from the following formula:

- (i) First, Landlord shall calculate the total cost of construction of the taxiway, including all engineering, legal and administrative costs associated therewith;

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

SECTION 29
SIGNS

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

SECTION 30
AVIATION FUEL

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

SECTION 31
LEASE SUBJECT TO GOVERNMENT DEED RESTRICTIONS

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

"The Sponsor agrees that it will operate the Airport for the use and benefit of the

public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

- (a) That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to render any service or furnish any parts, materials or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:
 - (1) to furnish good, prompt and efficient service adequate to meet all the demands for its service at the Airport;
 - (2) to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and
 - (3) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: Provided, however, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers.
- (b) That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft at the Airport from performing any services on its own aircraft with its own employees (including but not limited to, maintenance and repair) that it may choose to perform;
- (c) That if the Sponsor exercises any of the rights or privileges set forth in subsection (a) of this paragraph, it will be bound by and adhere to the condition specified for contractors set forth in said subsection (a).”

SECTION 32
HAZARDOUS SUBSTANCES

- 32.1 Tenant shall take no act or allow any act to be taken that will subject the Leased Premises to “superfund” type liens or claims by regulatory agencies or other entities arising from the actual or threatened release, deposit or existence of hazardous substances (defined below)

in, on or about the Leased Premises. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, penalties, forfeitures, suits or liabilities of any type or nature (including cost of defense, settlement and reasonable attorneys' fees) incurred by Landlord hereafter or for which Landlord shall become responsible for or pay as a result of any or all of the following:

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

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

- 32.2 Tenant shall not store or possess any hazardous substances on the Leased Premises unless the same are stored or possessed in a manner that complies with all applicable laws, and in no event shall Tenant dispose of any hazardous substances on the Leased Premises without the express prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion.
- 32.3 As used in this Lease, the term "hazardous substances" is defined to include any substances, wastes, contaminants or pollutants that are now or hereafter shall be included within the definition of such term or similar replacement term, under any federal, state or local statute, ordinance, code or regulation now existing or hereafter enacted or amended, including but not limited to the Minnesota Environmental Response and Liability Act, Minnesota Statutes Chapter 115B; Minnesota Petroleum Tank Release Clean-Up Act, Minnesota Statutes Chapter 115C as amended by Superfund Amendments and Reauthorization Act of 1986; the Asbestos Abatement Act, Minnesota Statutes Sections 326.70 through 326.81; and the State Environmental Lien Statute, Minn. Stat. §514.672, et. Seq.
- 32.4 Tenant shall promptly provide Landlord with copies of all notices or reports received or submitted by it to or from any governmental agency or other third party with respect to the storage, processing, disposal, release or threatened release of hazardous substances into or onto the Leased Premises or any adjacent property.

SECTION 33
GENERAL PROVISIONS

- 33.1 The Leased Premises are to be used primarily for the storage of aircraft. No more than twenty (20) percent of the floor area of a building may be used for non-aviation vehicles or items, and any non-aviation vehicles may not exceed forty-eight (48) inches in height as measured from the floor to the highest point of the vehicle. No vehicle may be stacked or placed on top of another vehicle or any object in such a manner that the total height of the combination of the vehicle(s) exceeds forty-eight (48) inches in height.
- 33.2 Tenant shall comply with all terms and conditions set forth in the most recently adopted South St. Paul Airport Operations Manual and any amendments or revisions to the Manual.
- 33.3 Tenant shall comply with the all terms and conditions set forth in the Airport Contract Requirements attached as Exhibit C and incorporated herein by reference, and any amendments or revisions to the same.
- 33.4 Tenant and Tenant's employees, agents, contractors and invitees shall, at all times while on or about any part of the Airport, obey all Airport traffic rules and regulations.
- 33.5 Tenant agrees that this Lease shall terminate in the event of the withdrawal or revocation of any permit or approval to operate the Airport granted to Landlord by the agencies or agency having jurisdiction over the Airport, or the revocation of the licenses issued to Landlord for the operation of the Airport with the rents prorated as of such termination.
- 33.6 Tenant agrees that the Leased Premises are subject to all easements and encumbrances of record. Tenant shall not interfere with said easements.
- 33.7 Tenant agrees that the Leased Premises are subject to the right of Landlord to locate, construct, maintain, reconstruct and repair an Airport beacon and wiring relating thereto on the subject Leased Premises; Landlord shall also have a right of access to the Leased Premises for the purpose of locating, construction, maintaining, reconstructing and repairing the Airport beacon and wiring.

SECTION 34
NOTICES

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

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

If to Tenant: Dawn Patrol 92, LLC
3870 120th St. West
Rosemount, MN 55068

612-508-5046
tim@fillmoreaviation.com

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

SECTION 35
DATA PRACTICES ACT

Information supplied by Tenant to Landlord is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"). Such information shall become public unless it falls into one of the exceptions of the Act. Tenant shall notify Landlord in writing of any data Tenant believes is classified as non-public.

SECTION 36
ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his/her/its own examination of this Lease, the counsel of her/her/its own advisors and

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

SECTION 37
CAPTIONS; TABLE OF CONTENTS

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

SECTION 38
COUNTERPARTS

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

SECTION 39
GOVERNING LAW

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

SECTION 40
CONFLICT OF INTEREST

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

SECTION 41
MEMORANDUM OF LEASE

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

SECTION 42
THIRD PARTY BENEFICIARIES

Neither this Lease nor any provision of it shall create any right in favor of or impose any

obligation upon any person or entity other than the parties to this Lease and their respective successors and permitted assigns.

SECTION 43
COMPLIANCE WITH LAWS AND REGULATIONS

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

SECTION 44
FORCE MAJEURE

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

SECTION 45
NON-DISCRIMINATION

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

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

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

SECTION 46
SEVERABILITY

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

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

LANDLORD:
CITY OF SOUTH ST. PAUL

TENANT:
NAME

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

By: _____
Name: Tim Zemanovic

Attest:

By: _____
Name: Deanna Werner
Title: City Clerk

DRAFT

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

) ss.
)

Landlord Acknowledgment

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

Notary Public

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

) ss.
)

**Tenant Acknowledgment
[Individual]**

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____.

Notary Public

EXHIBIT A

RENT SCHEDULE

The Rent for the Leased Premises shall be as follows.

INITIAL LEASE TERM	RENT (sqft)	ANNUAL RENT
June 1, 2023 – May 31, 2025	0.325	\$1,592.83
June 1, 2025 – May 31, 2026	0.334	\$1,636.93
June 1, 2026 – May 31, 2027	0.344	\$1,685.94
June 1, 2027 – May 31, 2028	0.355	\$1,739.86
June 1, 2028 – May 31, 2029	0.365	\$1,788.87
June 1, 2029 – May 31, 2030	0.376	\$1,842.78
June 1, 2030 – May 31, 2031	0.388	\$1,901.59
June 1, 2031 – May 31, 2032	0.399	\$1,955.50
June 1, 2032 – May 31, 2033	0.411	\$2,014.31
June 1, 2033 – May 31, 2034	0.424	\$2,078.02

EXHIBIT B

BUILDING STANDARDS POLICY

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

Soffits - a minimum of 12 inches

Gable Overhangs- a minimum of 12 inches

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

Siding- 29-gauge factory painted baked on enamel paint

Colors:

Building- Pebble Beige

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

Roof- White, or match the wainscot

EXHIBIT C

AIRPORT CONTRACT REQUIREMENTS

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

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

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

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

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

Order 5190.5A – AGL-600)

10. (/c) This Lease shall be subordinate to the provisions of and requirements of any existing or future agreement between Landlord and the United States, relative to the development, operation, or maintenance of the Airport. (FAA Order 5190.6A – AGL-600)
11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises. (FAA Order 5190.6A – AGL-600)
12. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport. (FAA Order 5190.6A – AGL-600)
13. By accepting this, Tenant expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Premises, above a mean sea level elevation of 840.0* feet. In the event the aforesaid covenants are breached, Landlord reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant. (FAA Order 5190.6A – AGL-600)
14. By accepting this Lease, Tenant expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Tenant. (FAA Order 5190.6A – AGL-600)
15. (/d)** This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency. (Surplus Property Act of 1944 – FAA Order 5190.6A – AGL-600)
16. (/b) It is clearly understood by Tenant that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but

not limited to maintenance and repair) that it may choose to perform. (Assurance 22 – FAA Order 5190.6A – AGL-600)

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

Notes

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



CITY COUNCIL AGENDA REPORT
DATE: JUNE 3, 2024
DEPARTMENT: CITY CLERK
Prepared by: Deanna Werner
ADMINISTRATOR: RG

8-E

AGENDA ITEM: Acceptance of Gift Donations

ACTION TO BE CONSIDERED:

Motion to accept Resolution 2024-075, Acceptance of Gift Donations as submitted by the City Clerk.

OVERVIEW:

Donations will be approved by Resolution as they are received. The amount of the donation and the donors will still be listed separately on the Council Agenda and read aloud during the approval of the consent agenda.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County,
Minnesota

RESOLUTION NO. 2024-075

Acceptance of Gift Donations

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

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

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

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

Doner	Amount	Department	Designation
B52 Burgers & Brew	\$ 370.54	SSP Police Dept.	Police Explorer Program
Inver Grove Brewing	\$ 400.00	SSP Police Dept.	Police Explorer Program
Petey's BBQ	\$4,093.00	SSP Police Dept.	Police Explorer Program
Soldier's 6, Inc\$	\$3,609.00	SSP Police Dept.	Police Explorer Program

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

Adopted this 3rd day of June 2024.

City Clerk



CITY COUNCIL AGENDA REPORT
DATE: June 3, 2024
DEPARTMENT: ADMINISTRATION
Prepared by: Ryan Garcia
ADMINISTRATOR:

8-F

AGENDA ITEM: Accept Appropriation and Authorize Execution of Grant Documents

ACTION TO BE CONSIDERED:

Through Consent, motion to approve Resolution 2024-76.

OVERVIEW:

In the 2024 Legislative Session, a special appropriation from the Minnesota Department of Employment and Economic Development (DEED) was signed into law that provides a grant of \$175,000 to the City of South St. Paul “to study options for repurposing the 1927 American Legion Memorial Library”. Staff has been in communication with DEED to encumber this funding through a grant agreement. A requirement of the Grant Agreement is for the governing body (City Council) to execute a resolution confirming our ability to administer and carry out the purposes of the grant. Staff recommends approval of the attached Resolution 2024-76.

Upon execution, the City will have a little over one year (through June 30, 2025) to conduct the repurposing study. Staff has already prepared a Request for Proposal which we plan to issue immediately, and feel confident that this timeline can be met. The objective will be to engage the community in a process to identify desirable, economically sustainable and attainable options for repurposing the former Library Building.

SOURCE OF FUNDS:

The DEED Special Appropriation is proposed to cover all costs related to a repurposing study for the former South St. Paul Public Library.

ATTACHMENTS:

Resolution 2024-76

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-76

SPECIAL APPROPRIATION GRANT – LIBRARY REPURPOSING STUDY

WHEREAS, Minnesota Session Laws 2023 Chapter 53, article 20, section 2, subdivision 2 as amended by Minnesota Session Laws 2024 Chapter 120 provides an appropriation of \$175,000 to the City of South St. Paul “to study options for repurposing the 1927 American Legion Memorial Library after the property is no longer used as a library”; and

WHEREAS, on December 31, 2023, South St. Paul’s 1927 American Legion Memorial Library (“Library”) was permanently closed to the public and ceased operation as a public library; and

WHEREAS, the South St. Paul City Council recognizes the value of the Library as an iconic and treasured building within the City, believes in its potential to be repurposed for an as yet undefined alternative use, and seeks to undertake thoughtful analysis and planning to determine how to best repurpose the building.

BE IT RESOLVED that the City of South St. Paul (“Applicant”) act as the legal sponsor for project(s) contained in this Application to be submitted on or before June 30, 2024 and that the Mayor and City Administrator are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of South St. Paul.

BE IT FURTHER RESOLVED that the City of South St. Paul has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of South St. Paul has not violated any Federal, State, or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City of South St. Paul may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that it will comply with all applicable laws and regulations as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Mayor and City Administrator, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project(s) on behalf of the Applicant.

Adopted this 3rd day of June, 2024

City Clerk



CITY COUNCIL AGENDA REPORT

Date: June 3, 2024

Department: Community Development & Parks

Prepared by: Monika Miller, Associate Planner

Administrator: RG

9-A

AGENDA ITEM: Public Hearing and Adoption of Resolutions to Vacate Unbuilt Alleys and Streets in Public Parks

ACTIONS TO BE CONSIDERED:

- Hold a Public Hearing for the vacation of an unbuilt alley located within the boundaries of Harmon Park.
- Adopt Resolution 2024-64 vacating an unbuilt alley located within the boundaries of Harmon Park.
- Hold a Public Hearing for the vacation of unbuilt alleys located within the boundaries of Veterans Field Park.
- Adopt Resolution 2024-65 vacating unbuilt alleys located within the boundaries of Veterans Field Park.
- Hold a Public Hearing for the vacation of an unbuilt alley and street located within the boundaries of Seidl's Lake Park.
- Adopt Resolution 2024-69 vacating an unbuilt alley and street located within the boundaries of Seidl's Lake Park.
- Hold a Public Hearing for the vacation of unbuilt alleys and streets within the boundaries of Lorraine Park.
- Adopt Resolution 2024-70 vacating unbuilt alleys and streets within the boundaries of Lorraine Park.
- Hold a Public Hearing for the vacation of unbuilt alleys and streets within the boundaries of Kaposia Park.
- Adopt Resolution 2024-71 vacating unbuilt alleys and streets within the boundaries of Kaposia Park.

OVERVIEW:

Background

Earlier this year, staff from the Parks and Recreation Department applied for funding through the Department of Natural Resource's Outdoor Recreation Grant Program to assist with replacing the aging park equipment at Lorraine Park. As part of the application, Staff was asked to provide a wide variety of information, including documenting whether there is any city right-of-way within the project area. Right-of-way is land that is set aside when a neighborhood is developed for the construction of a street, alley, sidewalk and/or private utilities. The DNR asked about right-of-way within the project site

because they want to make sure that any awarded grant funding would be used to create a park that would be enjoyed for years to come instead of being torn down in a few years to construct a road or an alley. This requirement brought to staff's attention that there are a number of parks, including Lorraine Park, Harmon Park, Veterans Field Park, Seidl's Lake Park, and Kaposia Park, that have unbuilt alley or street rights-of-way running through them. These rights-of-way were likely not deliberately left unbuilt and this situation is likely the result of South St. Paul being an older community that was built out before modern web-based GIS mapping was available. Now that online maps are available, it is very clear that many of the parks have unvacated roads and alleys running through them.

The City does not intend to build any streets or alleys in these rights-of-way and so they should be vacated. The vacation of an unbuilt street or alley means that the City is giving up its right to build a road or alley in this area and the City instead would turn the land back over to just be used as parkland. It is a best practice to vacate unbuilt right-of-way when possible to prevent zoning nonconformities. For example, the Lorraine Park splash pool is located partially in an unbuilt portion of 3rd Avenue South and one of the dugouts for the ballfield at Lorraine Park is in an unbuilt alley. The City Code does not typically allow structures to be placed in a public street or alley so technically these structures could be considered zoning nonconformities.

Staff from Administration, Engineering, Parks and Recreation, and Planning sat down to review and discuss which of the rights-of-way in the city's parks could be vacated. The group ultimately determined that the unbuilt rights-of-way within Harmon Park, Veterans Field Park, Seidl's Lake Park, Lorraine Park, and Kaposia Park could be vacated. The proposed vacations would not negatively impact any future park improvements, remove public access to the parks, prevent the city from being able to access its utilities, or create any zoning nonconformities. The City Council reviewed the proposal to vacate these unbuilt alleys and streets at their March 11th work session and gave staff the "Ok" to move forward with the vacation process.

Vacation Process

State Statute requires that a public hearing must be held before right-of-way can be vacated. In preparation for the public hearing, two notices were published in the Pioneer Press on May 5th and May 12th and mailings were sent to all properties that could be affected by the proposed vacations.

Continuation from May 20, 2024 Meeting

The City Council reviewed and held a public hearing for this item at their May 20, 2024 meeting. Vacations that are initiated by the City itself require a 4/5 supermajority to approve which translates to six City Councilmember votes. Because there were only five City Councilmembers present at the May 20th meeting, there were not enough City Councilmembers present to approve the vacations and this item was continued until the June 3rd meeting.

STAFF RECOMMENDATION:

Staff recommend a public hearing be held for each of the proposed vacations, with each of the public hearings being followed immediately by the adoption of the respective resolution. Resolutions to be adopted include Resolution 2024-64, 2024-65, 2024-69, 2024-70, and 2024-71.

ATTACHMENTS

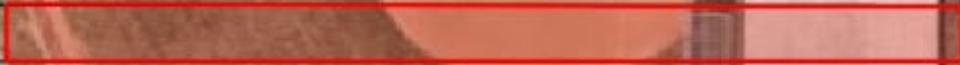
A- Unbuilt Alleys and Streets the City is Proposing to Vacate

ATTACHMENT A
UNBUILT ALLEYS AND STREETS THE CITY IS PROPOSING TO VACATE



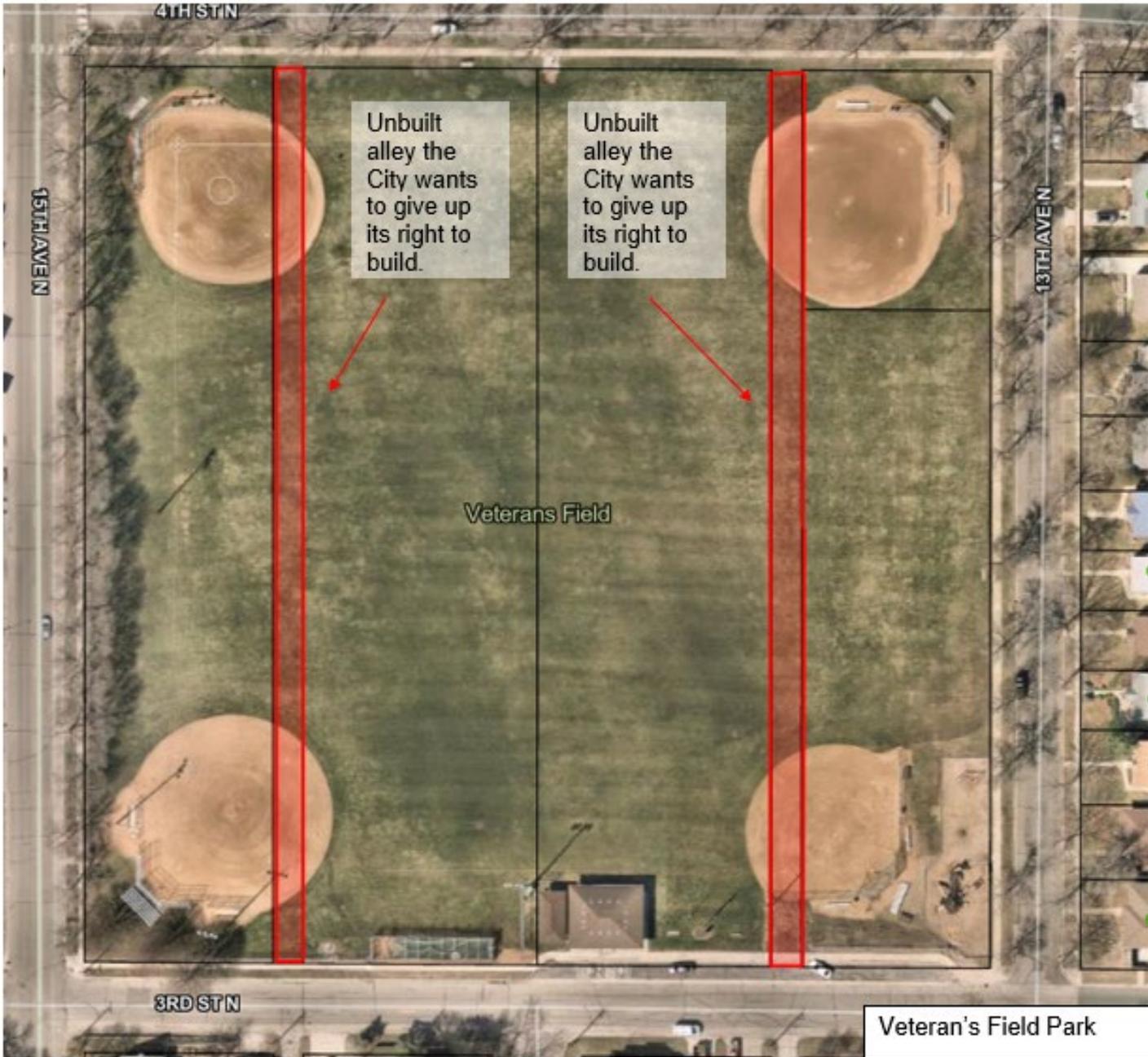


Unbuilt alley the City would like to give up its right to build.



Harmon Park



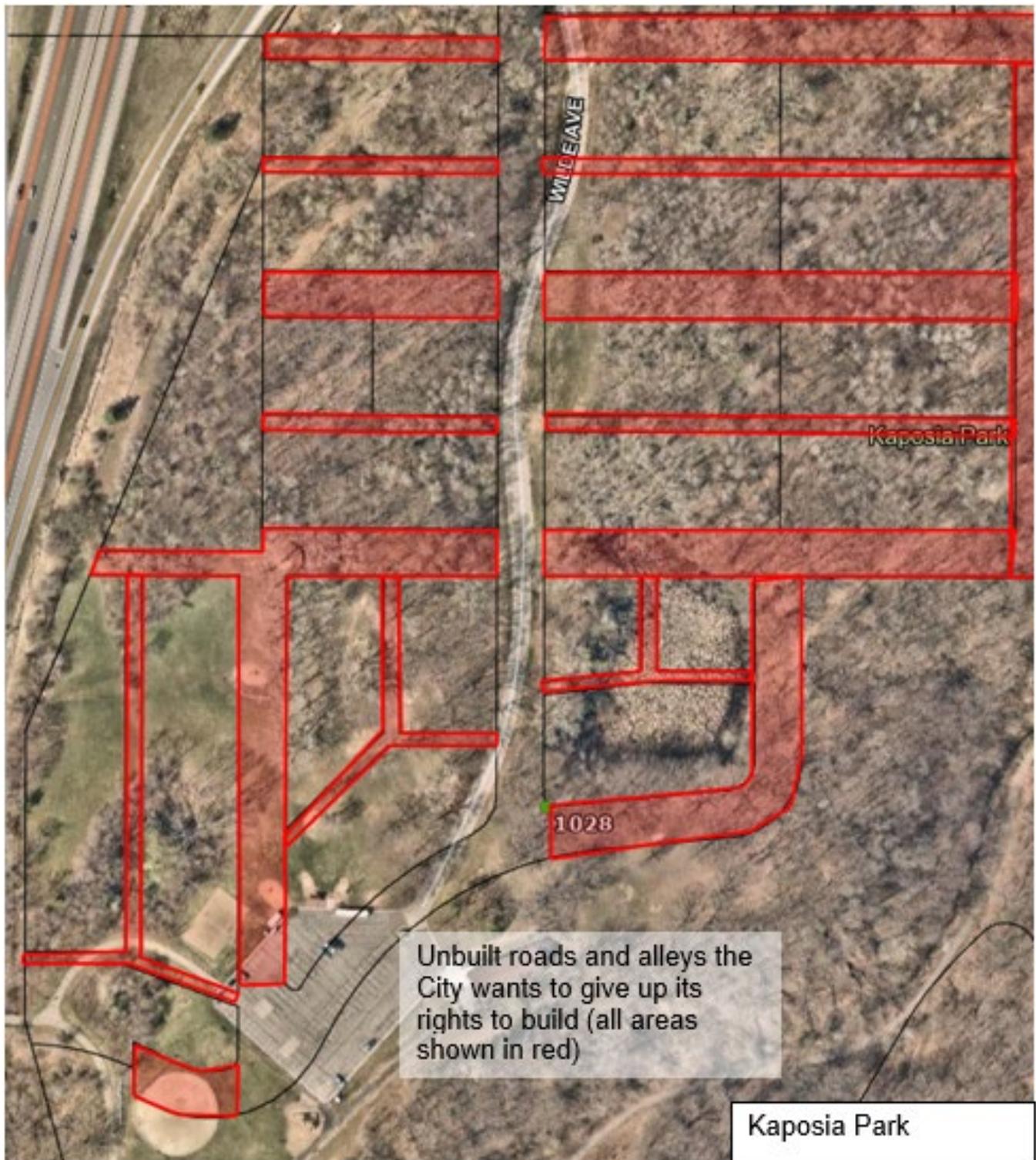


Unbuilt alley the City wants to give up its right to build.

Unbuilt alley the City wants to give up its right to build.

Veterans Field

Veteran's Field Park



City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2024-64

**RESOLUTION VACATING AN UNBUILT ALLEY LOCATED WITHIN THE
BOUNDARIES OF HARMON PARK**

WHEREAS, pursuant to City Charter §9.09 and City Code §54-429, on its own motion, with a vote of four-fifths of its members, the City Council may vacate any street, alley, public right-of-way or any part thereof within the City; and

WHEREAS, the City of South St. Paul wishes to vacate an alley, situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B;

WHEREAS, a notice of public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at the City of South St. Paul, 125 Third Avenue North, South St. Paul, Minnesota; and

WHEREAS, the City Council of South St. Paul then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of South St. Paul has determined that the vacation would be in the public interest.

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

1. That the City of South St. Paul, pursuant to Minn. Stat. §412.851, hereby vacates the public alley situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B.
2. That said vacation has no relationship to the City's Comprehensive Plan and therefore the South St. Paul City Council has dispensed with the requirements of Minn. Stat. §462.356, Subd. 2, that may require the South St. Paul Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare notice to be present in the Dakota County Auditor reflecting the completion of the proceedings herein. Said notice shall be recorded with the Dakota County Recorder.

Adopted this 3rd day of June, 2024.

City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF THE ALLEY TO BE VACATED

All that part of the alley as delineated and dedicated in Block 1 on the plat of Mathew's Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 1-8, inclusive, Block 1 and Lots 11-18, inclusive, Block 1 of said Mathew's Addition to South St. Paul.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2024-65

**RESOLUTION VACATING UNBUILT ALLEYS LOCATED WITHIN THE
BOUNDARIES OF VETERANS FIELD PARK**

WHEREAS, pursuant to City Charter §9.09 and City Code §54-429, on its own motion, with a vote of four-fifths of its members, the City Council may vacate any street, alley, public right-of-way or any part thereof within the City; and

WHEREAS, the City of South St. Paul wishes to vacate the alleys, situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B;

WHEREAS, a notice of public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at the City of South St. Paul, 125 Third Avenue North, South St. Paul, Minnesota; and

WHEREAS, the City Council of South St. Paul then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of South St. Paul has determined that the vacation would be in the public interest.

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

1. That the City of South St. Paul, pursuant to Minn. Stat. §412.851, hereby vacates the alleys situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B.
2. That said vacation has no relationship to the City's Comprehensive Plan and therefore the South St. Paul City Council has dispensed with the requirements of Minn. Stat. §462.356, Subd. 2, that may require the South St. Paul Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare notice to be present in the Dakota County Auditor reflecting the completion of the proceedings herein. Said notice shall be recorded with the Dakota County Recorder.

Adopted this 3rd day of June, 2024.

City Clerk

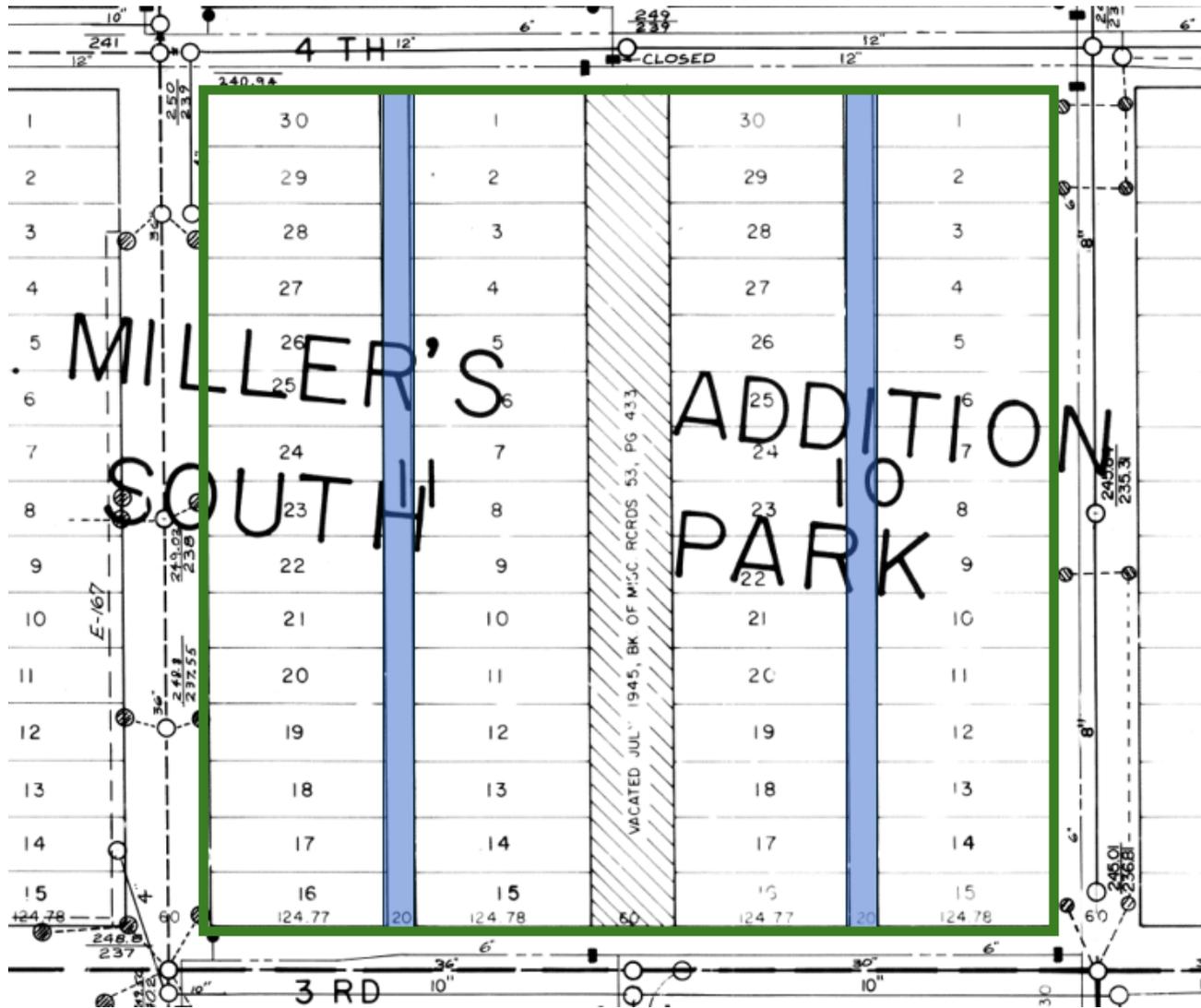
EXHIBIT A
LEGAL DESCRIPTION OF THE ALLEYS TO BE VACATED

All that part of the alley as delineated and dedicated in Block 10 on the plat of M.D. Miller's Addition to South Park, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lot 1-15, inclusive, Block 10 of said M.D. Miller's Addition to South Park and Lots 16-30, inclusive, Block 10 of said M.D. Miller's Addition to South Park.

AND

All that part of the alley as delineated and dedicated in Block 11 on the plat of M.D. Miller's Addition to South Park, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lot 1-15, inclusive, Block 11 of said M.D. Miller's Addition to South Park and Lots 16-30, inclusive, Block 11 of said M.D. Miller's Addition to South Park.

EXHIBIT B
DEPICTION OF DESCRIBED ALLEYS TO BE VACATED



City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2024-69

**RESOLUTION VACATING AN UNBUILT ALLEY AND STREET LOCATED WITHIN
THE BOUNDARIES OF SEIDL'S LAKE PARK**

WHEREAS, pursuant to City Charter §9.09 and City Code §54-429, on its own motion, with a vote of four-fifths of its members, the City Council may vacate any street, alley, public right-of-way or any part thereof within the City; and

WHEREAS, the City of South St. Paul wishes to vacate an alley and a portion of a street, situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B;

WHEREAS, a notice of public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at the City of South St. Paul, 125 Third Avenue North, South St. Paul, Minnesota; and

WHEREAS, the City Council of South St. Paul then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of South St. Paul has determined that the vacation would be in the public interest.

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

1. That the City of South St. Paul, pursuant to Minn. Stat. §412.851, hereby vacates the public alley and street situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B.
2. That said vacation has no relationship to the City's Comprehensive Plan and therefore the South St. Paul City Council has dispensed with the requirements of Minn. Stat. §462.356, Subd. 2, that may require the South St. Paul Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare notice to be present in the Dakota County Auditor reflecting the completion of the proceedings herein. Said notice shall be recorded with the Dakota County Recorder.

Adopted this 3rd of June, 2024.

City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF THE ALLEY AND STREET TO BE VACATED

All that part of 15th Avenue South, formerly known as Woodland Avenue as delineated and dedicated on the plat of Deer Park Addition, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of 4th Street South, formerly known as Riverside Avenue of said Deer Park Addition and lying north of the northerly right-of-way line of 5th Street South, formerly known as Blair Avenue of said Deer Park Addition.

AND

All that part of the alley as delineated and dedicated in Block 7 on the plat of Deer Park Addition, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 1-15, inclusive, Block 7 of said Deer Park Addition and Lots 16-30, inclusive, Block 7 of said Deer Park Addition.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2024-70

**RESOLUTION VACATING THE UNBUILT ALLEYS AND STREETS
LOCATED
WITHIN THE BOUNDARIES OF LORRAINE PARK**

WHEREAS, pursuant to City Charter §9.09 and City Code §54-429, on its own motion, with a vote of four-fifths of its members, the City Council may vacate any street, alley, public right-of-way or any part thereof within the City; and

WHEREAS, the City of South St. Paul wishes to vacate several unbuilt alleys and roads, situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B;

WHEREAS, a notice of public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at the City of South St. Paul, 125 Third Avenue North, South St. Paul, Minnesota; and

WHEREAS, the City Council of South St. Paul then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of South St. Paul has determined that the vacation would be in the public interest.

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

1. That the City of South St. Paul, pursuant to Minn. Stat. §412.851, hereby vacates the public alleys and streets situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B.
2. That said vacation has no relationship to the City's Comprehensive Plan and therefore the South St. Paul City Council has dispensed with the requirements of Minn. Stat. §462.356, Subd. 2, that may require the South St. Paul Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare notice to be present in the Dakota County Auditor reflecting the completion of the proceedings herein. Said notice shall be recorded with the Dakota County Recorder.

Adopted this 3rd day of June, 2024.

City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF THE ALLEYS AND STREETS TO BE VACATED

All that part of 4th Avenue South as delineated and dedicated on the plat of Lorraine Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of 7th Street South of said Lorraine Park Addition to South St. Paul and lying north of the northerly right-of-way line of 8th Street South of said Lorraine Park Addition to South St. Paul.

AND

All that part of 3rd Avenue South as delineated and dedicated on the plat of Lorraine Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of 7th Street South of said Lorraine Park Addition to South St. Paul and lying north of the northerly right-of-way line of 8th Street South of said Lorraine Park Addition to South St. Paul.

AND

All that part of 2nd Avenue South as delineated and dedicated on the plat of Lorraine Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of 7th Street South of said Lorraine Park Addition to South St. Paul and lying north of the northerly right-of-way line of 8th Street South of said Lorraine Park Addition to South St. Paul.

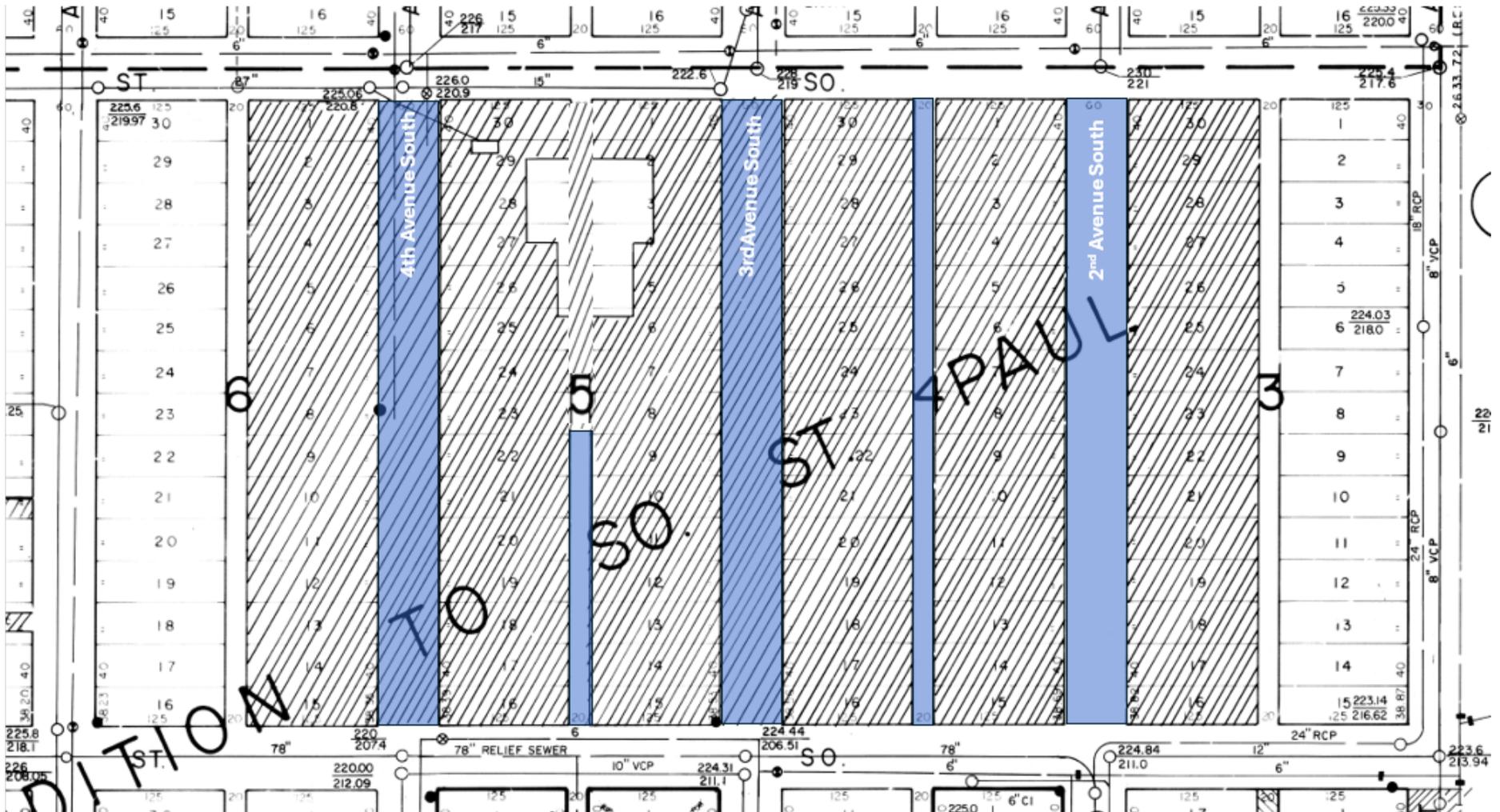
AND

All that part of the alley as delineated and dedicated lying in Block 5 on the plat of Lorraine Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 9-15, inclusive, Block 5 of said Lorraine Park Addition to South St. Paul and Lots 16-22, inclusive, Block 5 of said Lorraine Park Addition.

AND

All that part of the alley as delineated and dedicated lying in Block 4 on the plat of Lorraine Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of 7th Street South of said Lorraine Park Addition to South St. Paul and lying north of the northerly right-of-way line of 8th Street South of said Lorraine Park Addition to South St. Paul.

**EXHIBIT B
DEPICTION OF DESCRIBED ALLEYS AND STREETS TO BE
VACATED**



City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2024-71

**RESOLUTION VACATING UNBUILT ALLEYS AND STREETS LOCATED
WITHIN THE BOUNDARIES OF KAPOSIA PARK**

WHEREAS, pursuant to City Charter §9.09 and City Code §54-429, on its own motion, with a vote of four-fifths of its members, the City Council may vacate any street, alley, public right-of-way or any part thereof within the City; and

WHEREAS, the City of South St. Paul wishes to vacate several unbuilt alleys and streets, situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B;

WHEREAS, a notice of public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at the City of South St. Paul, 125 Third Avenue North, South St. Paul, Minnesota; and

WHEREAS, the City Council of South St. Paul then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of South St. Paul has determined that the vacation would be in the public interest.

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

1. That the City of South St. Paul, pursuant to Minn. Stat. §412.851, hereby vacates the public alleys and streets situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B.
2. That said vacation has no relationship to the City's Comprehensive Plan and therefore the South St. Paul City Council has dispensed with the requirements of Minn. Stat. §462.356, Subd. 2, that may require the South St. Paul Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare notice to be present in the Dakota County Auditor reflecting the completion of the proceedings herein. Said notice shall be recorded with the Dakota County Recorder.

Adopted this 3rd day of June, 2024.

City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF UNBUILT ALLEYS AND STREETS TO BE
VACATED

All that part of the alley as delineated and dedicated in Block 1 on the plat of McLeod's Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of Moreland Avenue of said McLeod's Park Addition to South St. Paul and lying east of the easterly right-of-way line of Ryan Avenue of said McLeod's Park Addition to South St. Paul, and lying west of the westerly right-of-way line of Logan Avenue of said McLeod's Park Addition to South St. Paul.

AND

All that part of the alley as delineated and dedicated in Block 2 on the plat of McLeod's Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of Moreland Avenue of said McLeod's Park Addition to South St. Paul and lying northeast of the easterly right-of-way line of Oakland Avenue of said McLeod's Park Addition to South St. Paul and lying west of the westerly right-of-way line of Ryan Avenue of said McLeod's Park Addition to South St. Paul.

AND

All that part of the alley as delineated and dedicated in Block 3 on the plat of McLeod's Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of Moreland Avenue of said McLeod's Park Addition to South St. Paul, and lying east of the easterly right-of-way line of vacated Waterloo Avenue of said McLeod's Park Addition to South St. Paul, and lying northwest of the westerly right-of-way line of Oakland Avenue of said McLeod's Park Addition to South St. Paul.

AND

All that part of Logan Avenue as delineated and dedicated on the plat of McLeod's Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying east of the 60-foot northerly extension of the west line of Lot 51, Block 4 of said McLeod's Park to South St. Paul and lying west of the 60-foot southerly extension of the east line of Lot 14, Block 3 of said McLeod's Park to South St. Paul.

AND

All that part of Oakland Avenue as delineated and dedicated on the plat of McLeod's Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of Moreland Avenue of said McLeod's Park

Addition to South St. Paul and lying north of the northerly right-of-way line of Logan Avenue of said McLeod's Park Addition to South St. Paul.

AND

All that part of Moreland Avenue as delineated and dedicated on the plat of McLeod's Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying east of the easterly right-of-way line of Trunk Highway 52 and west of the 30-foot northerly extension of the east line of Lot 1, Block 2 said McLeod's Park Addition to South St. Paul.

AND

All that part of Moreland Avenue as delineated and dedicated on the plat of McLeod's Park Addition to South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying east of the 30-foot northerly extension of the west line of Lot 12, Block 1 said McLeod's Park Addition to South St. Paul and west of westerly right-of-way of Pearl Avenue of said McLeod's Park Addition to South St. Paul.

AND

All that part of the alley as delineated and dedicated in Block 3 on the plat of Faber and Wilde's Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 1-15, inclusive, Block 3 of said Faber and Wilde's Addition to St. Paul and Lots 16-30, inclusive, Block 3 of said Faber and Wilde's Addition to St. Paul.

AND

All that part of the alley as delineated and dedicated in Block 4 on the plat of Faber and Wilde's Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 1-15, inclusive, Block 4 of said Faber and Wilde's Addition to St. Paul and Lots 16-30, inclusive, Block 4 of said Faber and Wilde's Addition to St. Paul.

AND

All that part of Orme Avenue as delineated and dedicated on the plat of Faber and Wilde's Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying east of the easterly right-of-way line of Wilde Avenue of said Faber and Wilde's Addition to St. Paul and lying west of the westerly right-of-way line of 21st Avenue North, formerly known as Melvina Avenue of said Faber and Wilde's Addition to St. Paul.

AND

All that part of Faber Avenue as delineated and dedicated on the plat of Faber and Wilde's Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying east of the easterly right-of-way line of Wilde Avenue of said Faber and Wilde's Addition to St. Paul and lying west of the westerly right-of-way line of 21st Avenue North, formerly known as

Melvina Avenue of said Faber and Wilde's Addition to St. Paul.

AND

All that part of Christine Avenue as delineated and dedicated on the plat of Faber and Wilde's Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying east of the 30-foot southerly extension of the west line of Lot 16, Block 4 of said Faber and Wilde's Addition and lying west of the 30-foot southerly extension of the east line of Lot 30, Block 4 of said Faber and Wilde's Addition to St. Paul.

AND

All that part of 21st Avenue North, formerly known as Melvina Avenue as delineated and dedicated on the plat of Faber and Wilde's Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the southerly right-of-way line of Orme Avenue of said Faber and Wilde's Addition to St. Paul and lying north of the northerly right-of-way line of Christine Avenue of said Faber and Wilde's Addition to St. Paul.

AND

All that part of Orme Avenue as delineated and dedicated on the plat of West Side Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying east of the 30-foot northerly extension of the Lot 8, Block 3 of said West Side Addition to St. Paul and lying west of the 30-foot northerly extension of Lot 1, Block 3 of said West Side Addition to St. Paul.

AND

All that part of Faber Avenue as delineated and dedicated on the plat of West Side Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 9-16, inclusive, Block 3 of said West Side Addition to St. Paul and Lots 1-8, inclusive, Block 4 of said West Side Addition to St. Paul.

AND

All that part of Christine Avenue as delineated and dedicated on the plat of West Side Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota lying east of the 30-foot southerly extension of the west line of Lot 9, Block 4 of West Side Addition to St. Paul and west of the 30-foot southerly extension of the east line of Lot 16, Block 4 of said West Side Addition to St. Paul.

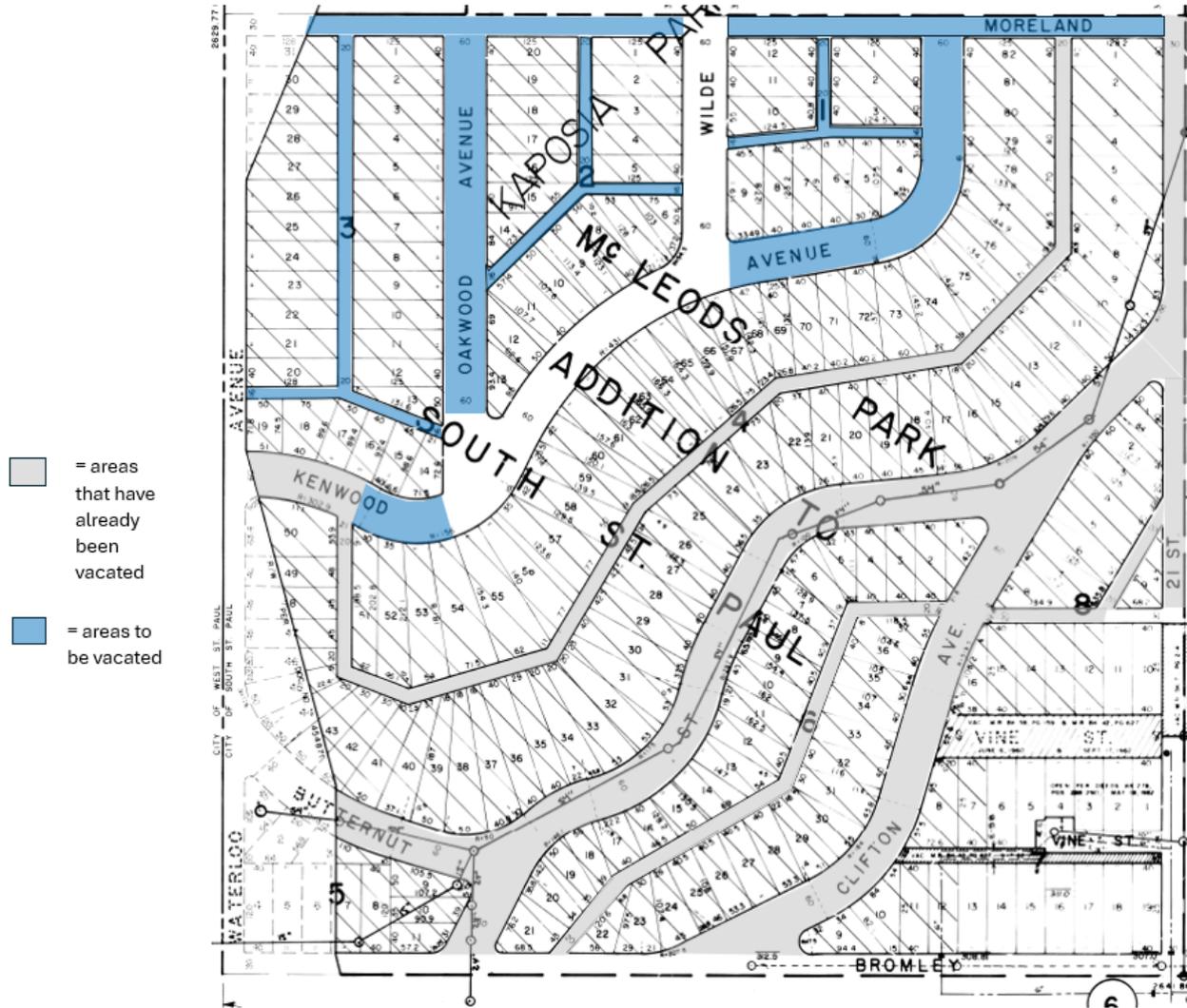
AND

All that part of the alley as delineated and dedicated in Block 3 on the plat of West Side Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 1-8, inclusive, Block 3 of said West Side Addition to St. Paul and Lots 9-16, inclusive, Block 3 of said West Side Addition to St. Paul.

AND

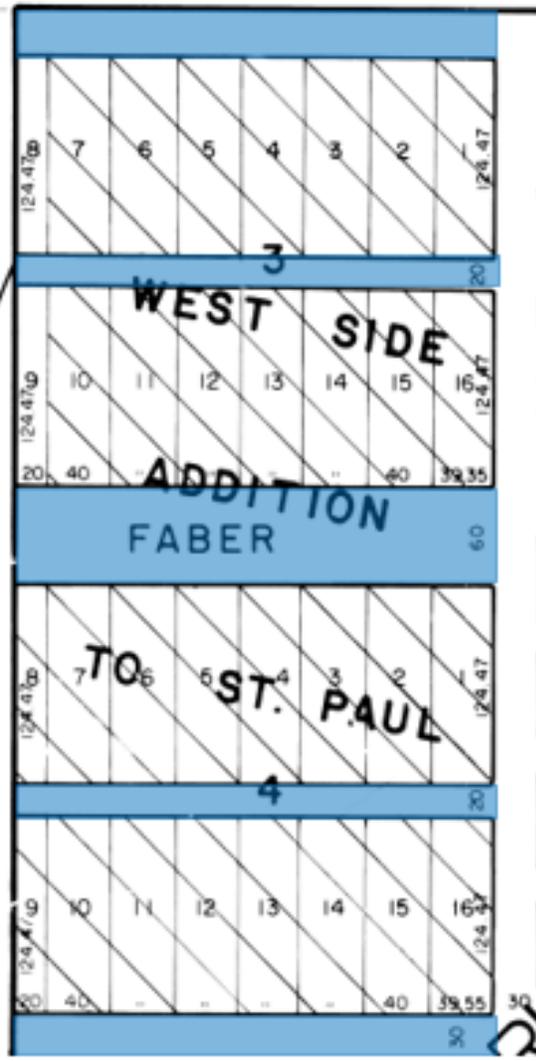
All that part of the alley as delineated and dedicated in Block 4 on the plat of the West Side Addition to St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lots 1-8, inclusive, Block 4 of said West Side Addition to St. Paul and Lots 9-16, inclusive, Block 4 of said West Addition to St. Paul.

EXHIBIT B DEPICTION OF DESCRIBED ALLEYS AND STREETS TO BE VACATED

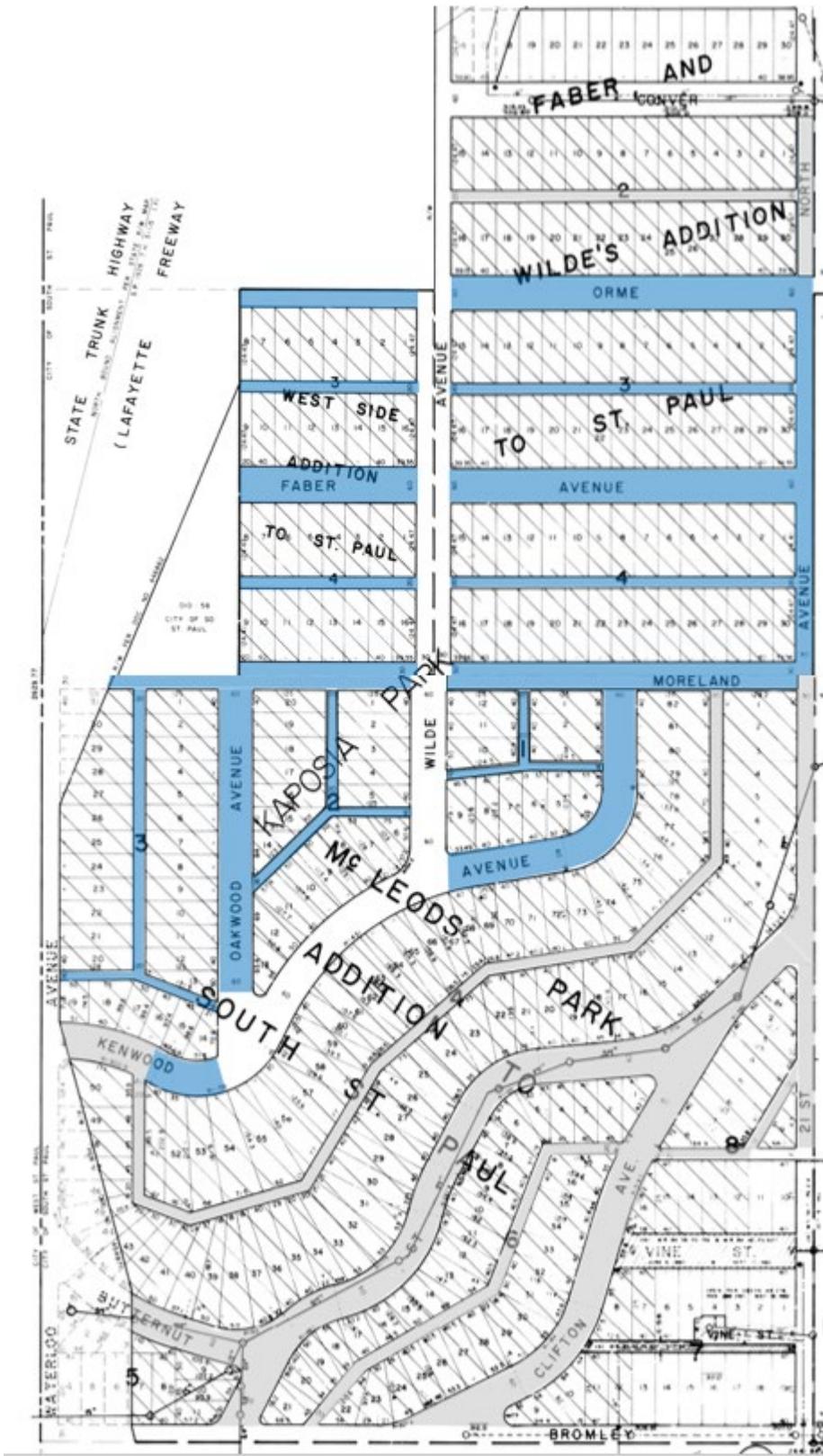




010-58
CITY OF SO.
ST. PAUL



R/W





CITY COUNCIL AGENDA REPORT

DATE: JUNE 3, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: RG

9-B

AGENDA ITEM: Vacation of Unbuilt Alley and Encroachment Agreement for 1621 Concord Street North

ACTIONS TO BE CONSIDERED:

1. Approve Resolution #2024-73 vacating an unbuilt alley south of Homer Avenue, west of Concord Street, north of Bircher Avenue, and east of Willis Avenue.
2. Approve an encroachment agreement for an accessory building and walkways at 1621 Concord Street North that are partially located on an adjacent City-owned parcel.

OVERVIEW:

Background

The Applicant, Joe Ring, owns the duplex property at 1621 Concord Street North. He is hoping to sell his property soon and has been working with City Staff to resolve a chain of title issues that affects his property and several nearby properties. To summarize:

- The Applicant's property and surrounding properties were platted in 1886 as "HENLEY'S SUBDIVISION OF LOT 2 OF ALBRECHT'S OUT LOTS TO WEST ST. PAUL, DAKOT COUNTY." It is a small subdivision that divided up a large outlot from a plat that had been completed six years earlier in 1880.
- The 1886 subdivision included a very narrow alley right-of-way that is only 10-feet wide. The alley right-of-way has significant topography challenges, and no paved alley has ever been built. The alley was partially vacated in 2001 but a segment remains.
- Between 1886 and 2001, the Applicant's block developed in a haphazard manner and many site improvements were built across property lines. Accessory buildings, driveways, walkways, retaining walls, private utilities, and other improvements encroach into the alley right-of-way and encroach across private property lines.
- In 2001, the City approved a lot split to create a new parcel at 1614 Willis for the construction of a duplex. As part of the lot split approval, the City required the developer to deed a small parcel in the middle of the block to the City so that the City could work with the adjacent property owners to clean up the encroachments. However, the property owners on the block ultimately never moved forward with any title clean-up efforts.

The title issues are now causing problems for the Applicant and other property owners. Several retaining walls and a driveway are in disrepair and need to be replaced. Because these improvements are unlawful encroachments and the City owns the underlying land, the owners cannot qualify for permits without securing encroachment agreements with the City.

Alley Vacation and Encroachment Agreements are Best Option for Resolving Title Issues

City Staff was initially working with property owners on the block to explore splitting up the City-owned parcel and selling a piece off to each adjacent property owner so that they would own all the land beneath their own site improvements. This ultimately proved not to be feasible for two main reasons:

- There are conflicts between different property owners' site improvements. 1614 Willis has a private sewer line and a private water line that run underneath the private driveway that serves 1631 Concord Street North. All of the improvements are located on the City-owned parcel.
- It is very expensive and difficult to survey properties in the Applicant's neighborhood because of title issues and because the topography is extremely challenging. The owners of 1614 Willis, 1621 Concord, and 1631 Concord have all hired licensed surveyors to survey their properties and there are significant discrepancies between the three surveys that were completed. The City would need to hire its own licensed surveyor and incur a significant expense to understand the City-owned parcel well enough to subdivide it in a way that would be satisfactory to all three adjacent property owners. There may not be consensus amongst the three property owners about where property lines should be drawn, and disagreements between the property owners could draw the process out indefinitely.

Because there are challenges that make it infeasible to sell off pieces of the City-owned parcel to resolve the encroachment issues, the best option for helping the property owners on the block clean up their titles is:

1. The remaining segment of the 10-foot-wide platted alley should be vacated. If this happens, the underlying land will be divided up and will accrue to adjacent properties within the subdivision. This will resolve or partially resolve some of the encroachments.
2. The three properties that have encroachments on the City-owned parcel can clean up their titles by requesting encroachment agreements to allow their improvements to legally remain on the City-owned parcel:
 - a. The Applicant is requesting an encroachment agreement to allow his accessory building and paved walkways at 1621 Concord Street North to lawfully remain on the City-owned parcel.
 - b. The owners of 1631 Concord Street North have a gravel driveway, retaining walls, a fence, and part of their garage on the City-owned parcel. *They will likely be applying for an encroachment agreement soon because they want to upgrade their retaining walls and pave their driveway.*
 - c. The owner of 1614 Willis has her private sewer line and private water line buried underneath the City-owned parcel. *She may not feel the need to seek an encroachment agreement unless she is looking to sell her property in the future and wants to clean up her title to prepare for the sale.*

Alley Vacation Petition

The Applicant prepared a petition requesting that the alley be vacated, and the petition has been signed by the majority of the adjacent landowners whose properties touch the alley right-of-way. Because the City has received a valid petition requesting the right-of-way vacation, a simple majority vote of the City Council is all that is needed to approve the vacation. Because there are private utilities in the alley such as Xcel electric lines, the vacation resolution should reserve usage rights for the utility companies.

The City Council should only vacate an alley right-of-way after finding that it is in the public's interest to do so. The alley right-of-way does not currently provide a public benefit since its dimensions and topography do not support the construction of a public alley. Its continued presence causes title issues for surrounding properties and prevents the City from being able to easily approve retaining walls and driveway improvements that will address erosion issues which are negatively impacting the storm sewer system.

STAFF RECOMMENDATION:

1. Staff recommends approval of Resolution #2024-73 vacating the unbuilt alley right-of-way.
2. Staff recommends approval of the encroachment agreement which would allow the Applicant's accessory building and walkways to remain on the City-owned parcel.

Attachments

- A- Site Location Map**
- B- Labelled Site Map**
- C- Petition Requesting the Vacation of the Unbuilt Alley Right-of-Way**
- D- Letter from the Applicant Requesting Encroachment Agreement**
- E- Photograph of Applicant's Accessory Building That Encroaches onto City-Owned Parcel**
- F- Survey of Applicant's Property**
- G- Exhibit Showing Proposed Alley Vacation**

**ATTACHMENT A
SITE LOCATION MAP**



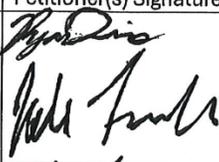
**ATTACHMENT B
LABELLED SITE MAP**



ATTACHMENT C
PETITION REQUESTING THE VACATION OF THE UNBUILT ALLEY RIGHT-OF-WAY

We, the undersigned owners of the property described opposite our names, being the majority of the owners by number of the alley proposed to be vacated, hereby petition you, the City Council, pursuant to Minnesota Statute 412.851 and City Code Section 54-429, to vacate the alley in the City of South St. Paul, Dakota County, Minnesota, described as follows:

“THAT PART OF THE ALLEY LYING SOUTHERLY OF HOMER AVENUE AND NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LOT 5 AND ITS SOUTHERLY EXTENSION, ALL IN HENLEY’S SUBDIVISION OF LOT 2 OF ALBRECHTS OUTLOTS TO WEST ST. PAUL, DAKOTA COUNTY, MN.”

Address/PID # of Petitioners	Petitioner(s) Signatures	Date
1631 Concord Street North PID #: 36-32500-00-030		5/7/2024 5/7/2024
PID #36-32500-00-051		5/10/2024
1621 Concord Street North PID # 36-32500-00-040		5-6-24

ATTACHMENT D
LETTER FROM APPLICANT REQUESTING ENCROACHMENT AGREEMENT

1621 Concord St N, Sout Saint Paul

Joe Ring

5/20/24

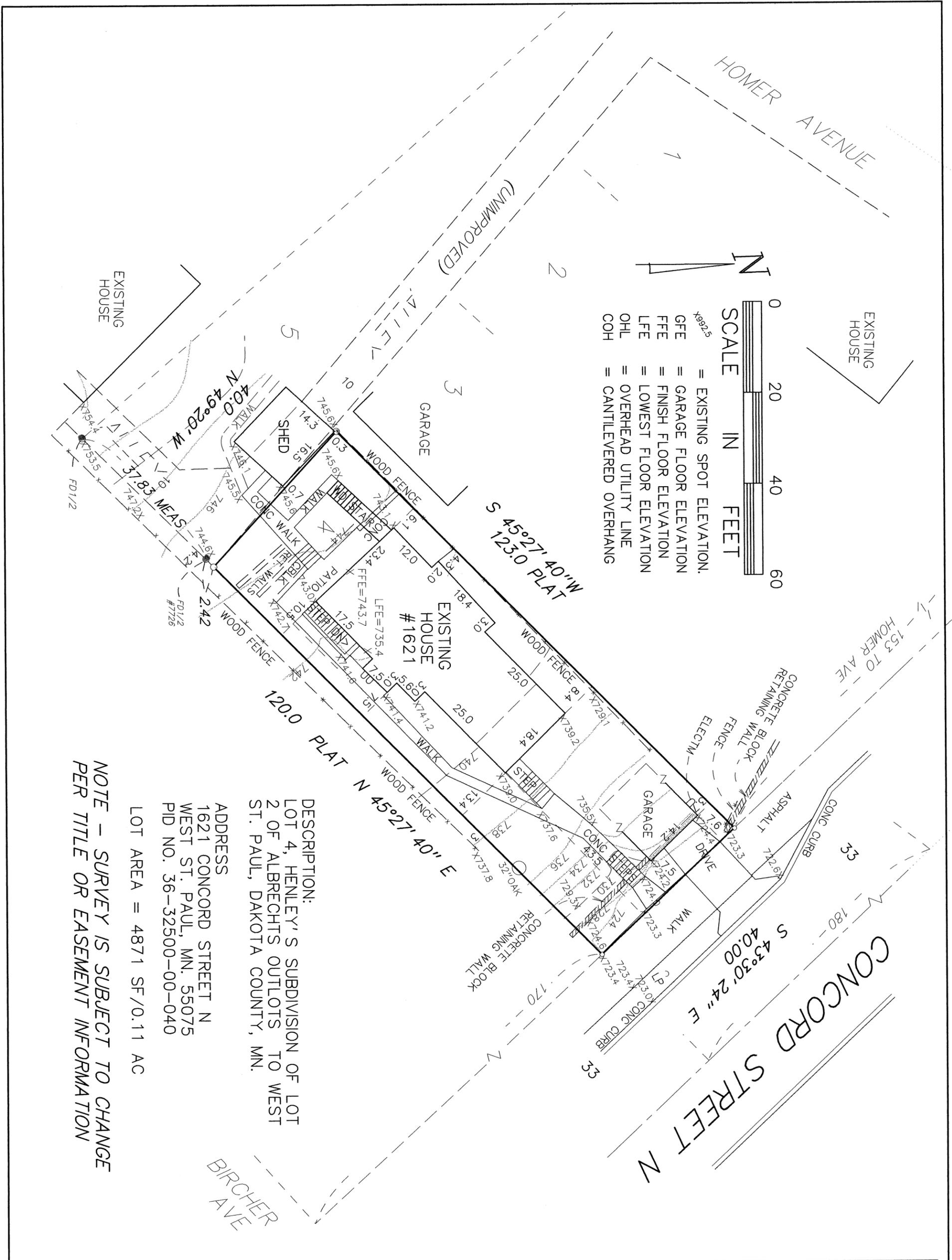
I am requesting an encroachment agreement to maintain the detached accessory building and walkways which are located on the City-owned parcel behind my property at 1621 Concord Street North.

Joe Ring

**ATTACHMENT E
PHOTOGRAPH OF APPLICANT'S ACCESSORY BUILDING THAT ENCROACHES
ONTO CITY-OWNED PARCEL**



**ATTACHMENT F
SURVEY OF APPLICANT'S PROPERTY**



- SCALE** IN FEET
- 0 20 40 60
- EXISTING SPOT ELEVATION.
 - GFE = GARAGE FLOOR ELEVATION
 - FFE = FINISH FLOOR ELEVATION
 - LFE = LOWEST FLOOR ELEVATION
 - OHL = OVERHEAD UTILITY LINE
 - COH = CANTILEVERED OVERHANG

NOTE - SURVEY IS SUBJECT TO CHANGE PER TITLE OR EASEMENT INFORMATION

DESCRIPTION:
LOT 4, HENLEY'S SUBDIVISION OF LOT 2 OF ALBRECHTS OULOTS TO WEST ST. PAUL, DAKOTA COUNTY, MN.

ADDRESS
1621 CONCORD STREET N
WEST ST. PAUL, MN. 55075
PID NO. 36-32500-00-040

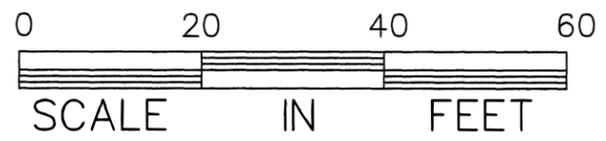
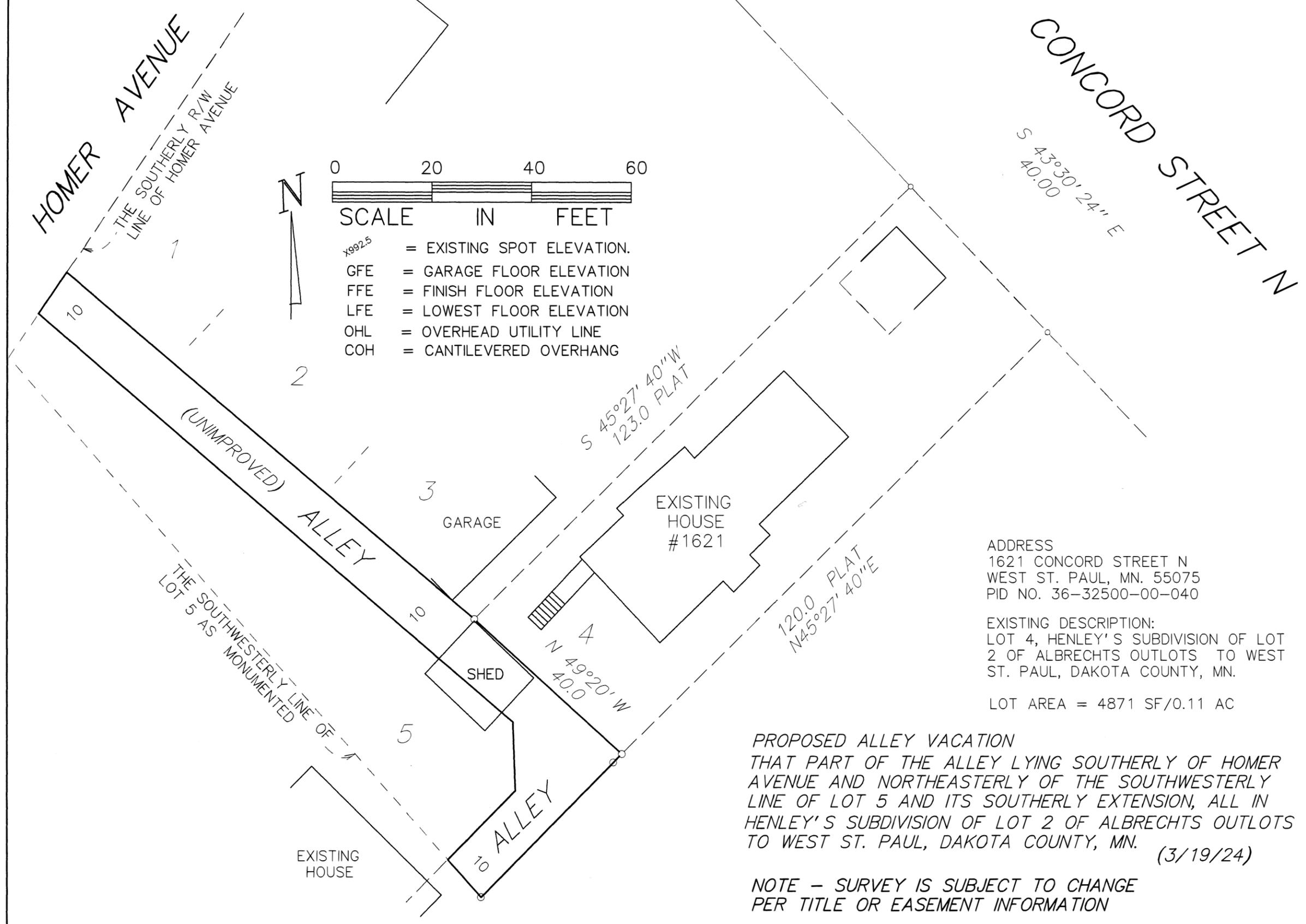
LOT AREA = 4871 SF/0.11 AC

PROJECT NO.	BOOK	EXISTING CONDITIONS SURVEY	
DATE FEB 12 2024	PAGE		
REVISIONS		RING RESIDENCE for 1621 CONCORD ST. N	Land Frank R. Cardarelle Surveyor 6440 FLYING CLOUD DRIVE EDEN PRAIRIE, MN 55344 952-941-3031
I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.			
FRANK R. CARDARELLE REG. NO. 6508			

ATTACHMENT G

EXHIBIT SHOWING PROPOSED ALLEY

VACATION



- x992.5 = EXISTING SPOT ELEVATION.
- GFE = GARAGE FLOOR ELEVATION
- FFE = FINISH FLOOR ELEVATION
- LFE = LOWEST FLOOR ELEVATION
- OHL = OVERHEAD UTILITY LINE
- COH = CANTILEVERED OVERHANG

ADDRESS
 1621 CONCORD STREET N
 WEST ST. PAUL, MN. 55075
 PID NO. 36-32500-00-040

EXISTING DESCRIPTION:
 LOT 4, HENLEY'S SUBDIVISION OF LOT
 2 OF ALBRECHTS OUTLOTS TO WEST
 ST. PAUL, DAKOTA COUNTY, MN.

LOT AREA = 4871 SF/0.11 AC

*PROPOSED ALLEY VACATION
 THAT PART OF THE ALLEY LYING SOUTHERLY OF HOMER
 AVENUE AND NORTHEASTERLY OF THE SOUTHWESTERLY
 LINE OF LOT 5 AND ITS SOUTHERLY EXTENSION, ALL IN
 HENLEY'S SUBDIVISION OF LOT 2 OF ALBRECHTS OUTLOTS
 TO WEST ST. PAUL, DAKOTA COUNTY, MN. (3/19/24)*

*NOTE - SURVEY IS SUBJECT TO CHANGE
 PER TITLE OR EASEMENT INFORMATION*

Land
 Surveyor
Frank R. Cardarelle
 6440 FLYING CLOUD DRIVE
 EDEN PRAIRIE, MN 55344
 952-941-3031

**PRELIMINARY PROPOSED
 ALLEY VACATION**

**RING RESIDENCE
 for 1621 CONCORD ST. N**

PROJECT NO.	BOOK
DATE FEB 12 2024	PAGE
REVISIONS 3/19/24 PROPOSED VACATION	

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED
 BY ME OR UNDER MY DIRECT SUPERVISION AND
 THAT I AM A DULY REGISTERED LAND SURVEYOR
 UNDER THE LAWS OF THE STATE OF MINNESOTA.

FRANK R. CARDARELLE REG. NO. 6508

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2024-73

**RESOLUTION VACATING AN UNBUILT ALLEY GENERALLY LOCATED
SOUTH OF HOMER AVENUE, WEST OF CONCORD STREET, NORTH OF
BIRCHER AVENUE, AND EAST OF WILLIS AVENUE WITHIN THE CITY OF
SOUTH ST. PAUL, MINNESOTA**

WHEREAS, pursuant to City Charter §9.09 and City Code §54-429, after receipt of a petition signed by a majority of abutting landowners, with a simple majority vote of its members, the City Council may vacate any street, alley, public right-of-way or any part thereof within the City; and

WHEREAS, the City of South St. Paul received a petition signed by the owners of three of the five properties that abut the unbuilt alley right-of-way that is proposed to be vacated; and

WHEREAS, the City of South St. Paul wishes to vacate the alley, situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B;

WHEREAS, a notice of public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at the City of South St. Paul, 125 Third Avenue North, South St. Paul, Minnesota; and

WHEREAS, the City Council of South St. Paul then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of South St. Paul has determined that the vacation would be in the public interest. The alley right-of-way does not currently provide a public benefit since its dimensions and topography do not support the construction of a public alley. Its continued presence causes title issues for surrounding properties and prevents the City from being able to approve retaining walls and driveway improvements that will address erosion issues. The erosion issues are negatively impacting the storm sewer system and causing harm to the public.

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

1. That the City of South St. Paul, pursuant to Minn. Stat. §412.851, hereby vacates the public street situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A and depicted on the attached Exhibit B.
2. That the City specifically reserves the right and authority of any utility company or corporation owning or controlling electric or telephone poles and lines, gas thereon or thereunder, to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace, remove or otherwise attend thereto.

3. That said vacation has no relationship to the City's Comprehensive Plan and therefore the South St. Paul City Council has dispensed with the requirements of Minn. Stat. §462.356, Subd. 2, that may require the South St. Paul Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
4. That the City Clerk shall prepare notice to be present in the Dakota County Auditor reflecting the completion of the proceedings herein. Said notice shall be recorded with the Dakota County Recorder.

Adopted this 3rd day of June, 2024.

City Clerk

ATTACHMENTS

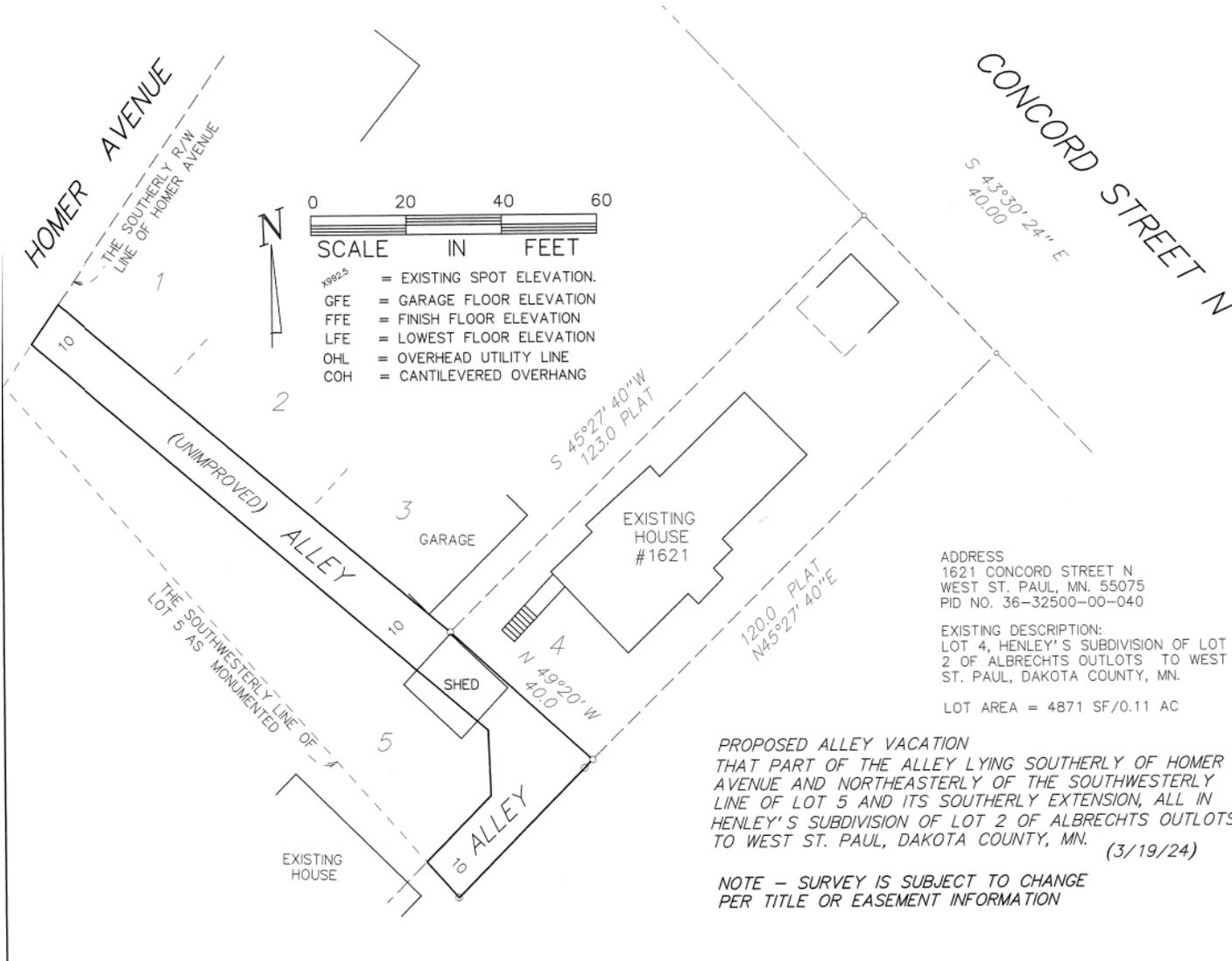
A- Legal Description of Alley to Be Vacated

B- Surveyor's Exhibit Showing Alley to Be Vacated

ATTACHMENT A
LEGAL DESCRIPTION OF ALLEY TO BE VACATED

THAT PART OF THE ALLEY LYING SOUTHERLY OF HOMER AVENUE AND NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF LOT 5 AND ITS SOUTHERLY EXTENSION, ALL IN HENLEY'S SUBDIVISION OF LOT 2 OF ALBRECHTS OUTLOTS TO WEST ST. PAUL, DAKOTA COUNTY, MN.

ATTACHMENT B SURVEYOR'S EXHIBIT SHOWING ALLEY TO BE VACATED



		Land Frank R. Cardarelle Surveyor 6440 FLYING CLOUD DRIVE EDEN PRAIRIE, MN 55344 952-941-3031	
PRELIMINARY PROPOSED ALLEY VACATION		RING RESIDENCE for 1621 CONCORD ST. N	
PROJECT NO.	BOOK	PAGE	
DATE	REVISIONS		
FEB 12 2024	3/19/24 PROPOSED VACATION		
I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND REGISTERED LAND SURVEYORS UNDER THE LAWS OF THE STATE OF MINNESOTA.			
FRANK R. CARDARELLE REG. NO. 6508			

**ENCROACHMENT AGREEMENT RELATING TO
LANDOWNER IMPROVEMENTS LOCATED AT 1621 CONCORD STREET NORTH,
SOUTH ST. PAUL, DAKOTA COUNTY, MINNESOTA**

THIS ENCROACHMENT AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS LOCATED AT 1621 CONCORD STREET NORTH, SOUTH ST. PAUL, DAKOTA COUNTY, MINNESOTA (Agreement) is made this ____ day of _____, 2024, by and between the City of South St. Paul (“City”), a Minnesota municipal corporation, and Joseph H. Ring (“Landowner”).

Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

1.1 **Terms.** Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

1.3 **Subject Property.** “Subject Property” means that certain real property located in the City of South St. Paul, Dakota County, Minnesota legally described on Exhibit A.

1.4 **City Property.** “City Property” means the real property located in the City of South St. Paul, Dakota County, Minnesota legally described in Exhibit A.

1.5 **Landowner.** “Landowner” means Joseph H. Ring and his assigns and successors in interest with respect to the Subject Property.

1.6 **Landowner Improvements.** “Landowner Improvements” means the detached accessory building and walkways on the Subject Property and City Property as shown on Exhibit B.

1.8 City Improvements. “City Improvements” means the existing and future alleyway, roadway, sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Property now or in the future.

1.9 Survey. “Survey” means the sketch attached as Exhibit B which identifies the location of the Landowner Improvements. The Survey is on file with the City.

1.10 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Improvements located in the City Property and the placement of additional City Improvements in the City Property. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Improvements, re-compacting the soils over the City Improvements, restoring the City Property area, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Property, if such costs have not already been paid by the Landowners.

1.11 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.

1.12 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2 **RECITALS**

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Property located in South St. Paul, Dakota County, Minnesota.

Recital No. 2 The City Property is on the Subject Property and adjacent to the Subject Property. The City owns the City Property. The City Improvements are within the City Property and future City Improvements may be located within the City Property.

Recital No. 3. Landowner has requested permission from the City to keep the Landowner Improvements within the City Property for the benefit of the Subject Property.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to remain within the City Property if the following conditions are met:

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the City Improvements and the placement of any future City Improvements in the City Property.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Improvements or construct future City Improvements in the City Property.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Improvements.

NOW, THEREFORE, THE CITY OF SOUTH ST. PAUL AND THE UNDERSIGNED LANDOWNERS, FOR THEMSELVES, AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to keep the Landowner Improvements within the City Property. The Landowner Improvements shall only be placed at the location specified in the Survey.

The Landowner shall not place any other structures, walls, fences, irrigation systems signs or buildings within the City Property except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

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

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

3.4 Subordinate Position of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Property and in the City Improvements.

3.5 Risk of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Property may be adversely affected by use of the City Property.

The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of keeping the Landowner Improvements in the City Property area.

3.6 Landowner To Bear Cost of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Improvements in the City Property.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Property in order for the City to gain access to the City Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Improvements or adding future City Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Improvements or relating to construction of new City Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Improvements, then the Landowner, at

Landowner's own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10 Remedies. If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Property.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Property for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Property. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Property.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any

default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.11 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- a.) The Landowner Improvements;
- b.) Installation, maintenance and repair of the Landowners Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Property for Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.13 No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

3.16 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this

Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

3.17 Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

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

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

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

CITY OF SOUTH ST. PAUL

James P. Francis, Mayor

ATTEST:

Deanna Werner, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared James P. Francis and Deanna Werner, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument.

Notary Public

LANDOWNER

Joseph H. Ring

Joseph H. Ring

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Joseph H. Ring, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

Notary Public

This instrument was drafted by:

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY AND CITY PROPERTY

SUBJECT PROPERTY:

Lot 4, Henley's subdivision of Lot 2 of Albrechts Outlots to West St. Paul, Dakota County, Minnesota

1621 Concord Street N, South St. Paul, MN 55075

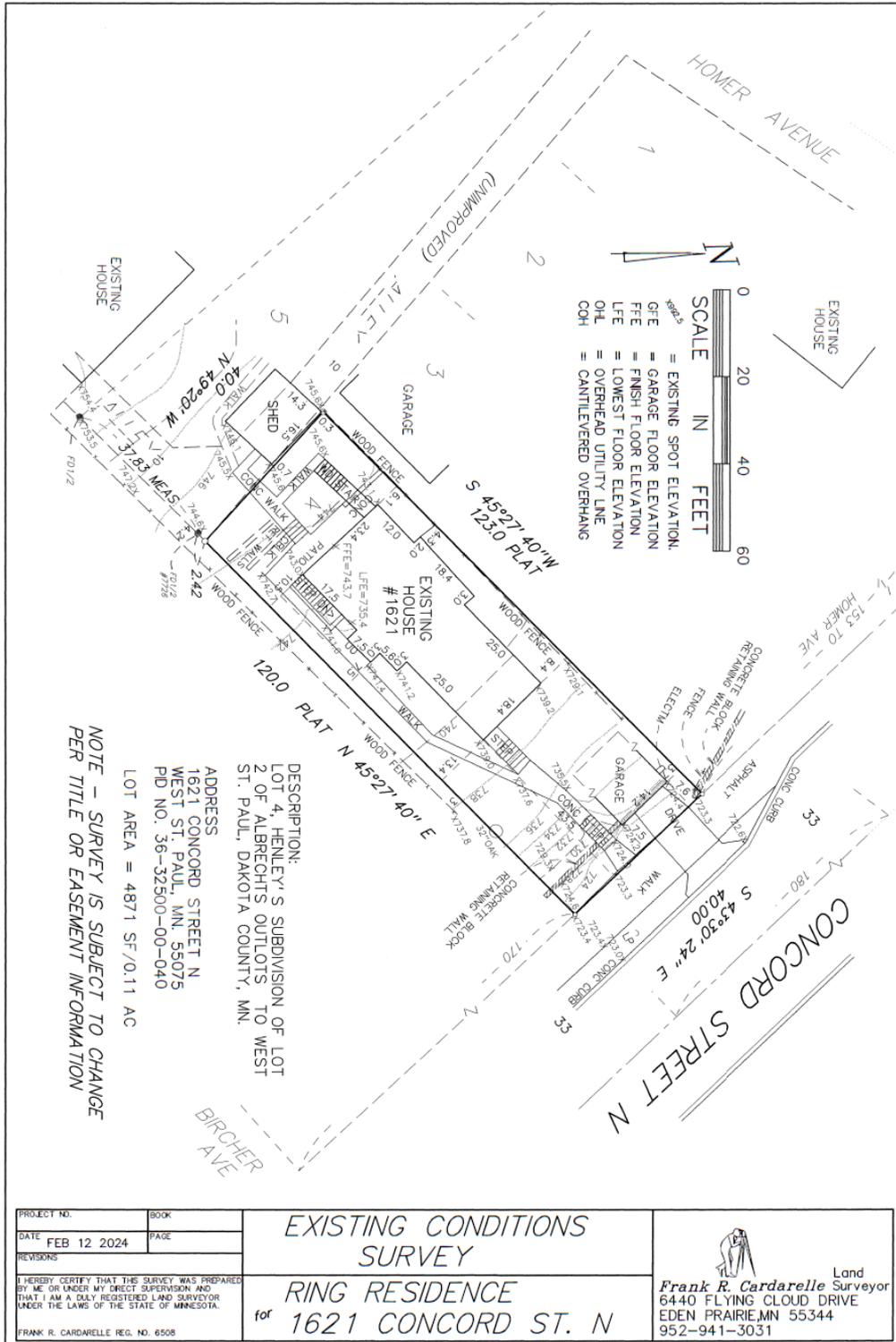
PID: 36-32500-00-040

CITY PROPERTY:

That part of Lot 5, HENLEY'S SUBDIVISION OF LOT 2 OF ALBRECHTS OUT LOTS TO WEST ST. PAUL, according to the recorded plat thereof, Dakota County, Minnesota lying northeasterly of the following described line and its northwesterly extension:

Commencing at the most northerly corner of said Lot 5; thence southwesterly along the northwesterly line of said Lot 5 a distance of 14.00 feet to the point of beginning of the line to be described; thence to the most southerly corner of said Lot 5 and there terminating.

EXHIBIT B
SURVEY AND DEPICTION OF ENCROACHMENT





CITY COUNCIL AGENDA
REPORT DATE: 6/3/2024
DEPARTMENT: CITY CLERK
Prepared by: Deanna Werner
ADMINISTRATOR:RG

9-C

AGENDA ITEM:

Call for Public Hearing on an Application for a Wine/Strong BeerLiquor License/Sunday Liquor License at Black Sheep, LLC, 705 Southview Blvd, South St. Paul.

ACTION TO BE CONSIDERED:

To call for a public hearing to be held on Monday, June 17, 2024, to consider the application for a Wine & Strong Beer/Sunday Liquor License by Black Sheep, LLC located at 705 Southview Blvd., South St. Paul.

OVERVIEW:

The City has received an application for a Wine & Strong Beer/Sunday Liquor License by Black Sheep, LLC, located at 705 Southview Blvd, in South St. Paul. The applicants are currently located in the space and operating as a coffee shop. They would like to expand the business to be open until 9:00 PM and be able to serve wine and strong beer during operating hours.

The applicants have provided all the required documents. A background investigation has been conducted and there are no concerns.

As required by City Code, the City Council now needs to call for a public hearing. Staff is recommending the hearing be scheduled for Monday, June 17th, 2024.

SOURCE OF FUNDS: N/A