



CITY OF SOUTH ST. PAUL MEETING AGENDA

CITY COUNCIL

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

Monday, December 15, 2025
7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

- A. Town Square Television - South St. Paul Highlight Reel and 2025-2026 Updates
- B. Lead Service Line Replacement Project Update

6. CITIZEN'S COMMENTS

Comments are limited to 3 minutes in length.

7. APPROVAL OF AGENDA

8. CONSENT AGENDA

All items listed on the Consent Agenda are items, which are considered routine and will be approved by one motion. There will be no separate discussion of these items unless requested by a member of the governing body or citizen, in which case the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

- A. City Council Meeting Minutes of December 1st, 2025 and Work Session Minutes of December 8th, 2025
- B. Accounts Payable
- C. Business Licenses
- D. Grant Agreement with the Minnesota Department of Public Safety
- E. Disposition of Central Square Community Center Special Revenue Fund
- F. Approve 2026 Community Waste Abatement Grant Agreement

- G. 2026 Seasonal Hourly Pay Range
- H. Approve Bargaining Agreement between the City of South St. Paul and AFSCME Council 5, Local 2535
- I. Approve Bargaining Agreement between the City of South St. Paul and LELS, Local 95
- J. Approve Bargaining Agreement between the City of South St. Paul and the Supervisory Association
- K. Approve Bargaining Agreement between the City of South St. Paul and Teamsters Local 120
- L. Approve Wage Adjustments for Non-Union Staff for 2026 and 2027
- M. Approve Stormwater Maintenance Agreement for 205 Hardman Avenue South
- N. Marie Avenue Reconstruction Project Phase 2 – Approve a proposal with Bolton & Menk, Inc. for final design assistance
- O. Approve Proposal for Professional Services from Urban Ecosystems for Design of Public Improvements in the Hardman Triangle Redevelopment Area

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

- A. 2026 Liquor License Renewal

11. GENERAL BUSINESS

- A. Second Reading: Ordinance Repealing the Shoreland District and Adding Impervious Surface Standards to MRCCA
- B. Appointment of Councilmembers to Boards and Commissions
- C. Consider Performance Payments pursuant to the Supervisory Association Contract

12. MAYOR AND COUNCIL COMMUNICATIONS

13. CLOSED SESSION

- A. Closed Session Pursuant to Minnesota Statutes § 13D.05, Subd. 3(c) to review confidential or protected nonpublic appraisal data under Minnesota Statutes §13.44, subdivision 3 (a) and to consider offers to purchase real property at 130 and 134 Hardman Avenue North (No Attachment)

14. ADJOURNMENT



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: City Administrator
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 5.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Town Square Television - South St. Paul Highlight Reel and 2025-2026 Updates

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Informational only - no action requested.

OVERVIEW

TSTV Executive Director Beth Baumann will be present to share the latest South St. Paul Highlight Reel and introduce recent and upcoming changes at Town Square.

SOURCE OF FUNDS

Not Applicable

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 5.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Lead Service Line Replacement Project Update

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

N/A

OVERVIEW

City Engineer Kelsey Gelhar will give an update on the Lead Service Line Replacement Project.

The City of South St. Paul received a grant from the Minnesota Public Facilities Authority to replace lead and galvanized water service lines from the water main to the water meter located inside homes and buildings. South St. Paul has over 1,000 services that are eligible for replacement during this city-wide project.

The project is currently in the design phase and South St. Paul's consultant, SEH, is completing design inspections and plan preparation. The goal of this project is to remove and replace all lead and galvanized service lines from the water system during the 2026 and 2027 construction seasons. Residents who wish to be included during the 2026 construction season have until January 30, 2026, to schedule a design inspection with SEH.

Residents can check if they have a lead or galvanized service line by using the state-wide map available online at <https://maps.umn.edu/LSL/> or by calling the Engineering Department at 651-554-3210.

Residents with lead or galvanized services can schedule a design inspection by visiting <https://tinyurl.com/ymcc55fw> or by calling SEH at 507-288-6464.

SOURCE OF FUNDS

The State's Drinking Water Revolving Fund.

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

City Council Meeting Minutes of December 1st, 2025 and Work Session Minutes of December 8th, 2025

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

Approval of meeting minutes for the Regular City Council Meeting held on Monday, December 1, 2025 and minutes for the Council Work Session held on Monday, December 8th, 2025.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 12-01-2025 Council Minutes (2)
2. 12-08-2025 WS Minutes RG



SOUTH ST. PAUL CITY COUNCIL MINUTES OF DECEMBER 1, 2025

1. CALL TO ORDER

Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on Monday, December 1st, 2025.

2. ROLL CALL

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

Absent: None

Staff Present:

Ryan Garcia, City Administrator

Kori Land, City Attorney

Deanna Werner, City Clerk

Mike Running, Police Commander

Clara Hilger, Director of Finance

Monica Miller, Associate City Planner

Kelsey Gelhar, City Engineer

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

6. CITIZEN'S COMMENTS

Comments are limited to 3 minutes in length.

7. APPROVAL OF AGENDA

Moved by: Tom Seaberg / Lori Hansen

Moved: To approve Agenda as presented.

Vote: 7 ayes / 0 nays, motion Passed

8. CONSENT AGENDA

All items listed on the Consent Agenda are items, which are considered routine and will be approved by one motion. There will be no separate discussion of these items unless requested by a member of the governing body or citizen, in which case the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

A. City Council Meeting Minutes of :

11/17/2025 Council Meeting

11/24/2025 Council Work Session

B. Accounts Payable

- C. Business Licenses
- D. Declaring Property Surplus and Authorize the Sale of Such Property
- E. Approve Application for FY 2026 Dakota County Community Development Block Grant Funding
- F. 2026 City of South St. Paul Meetings Calendar
- G. Joint Powers Agreement with Dakota County for Emergency Management Services
- H. Joint Powers Agreement - Dakota County Domestic Preparedness Committee
- I. Accept the 2025 3rd Quarter Financial Report
- J. Approve Amendment #3 to Preliminary Development Agreement with ZAS, LLC

Moved by: Joe Kaliszewski / Matt Thompson

Moved: To approve the Consent Agenda as presented.

Vote: 7 ayes / 0 nays, motion Passed

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

- A. Public Hearing - Payable 2026 Tax Levies and Budgets

Moved by: Pam Bakken / Joe Kaliszewski

Moved: To Approve Resolution 2025-141, adopting Property Tax Levy in the amount of \$18,530,136 Public Hearing - Payable 2026 Tax Levies and Budgets,

Vote: 7 ayes / 0 nays, motion Passed

Moved by: Tom Seaberg / Matt Thompson

Moved: To Approve Resolution 2025-142, adopting 2026 EDA Tax Levy in the amount of \$442,568.

Vote: 7 ayes / 0 nays, motion Passed

Moved by: Matt Thompson / Todd Podgorski

Moved: To Approve Resolution 2025-143, adopting 2026 HRA Tax Levy in the amount of \$451,600.

Vote: 7 ayes / 0 nays, motion Passed

Moved by: Joe Kaliszewski / Lori Hansen

Moved: To Approve Resolution 2025-144, adopting the 2026 Operating Budgets.

Vote: 7 ayes / 0 nays, motion Passed

- B. 2026 Liquor License Renewals

Moved by: Lori Hansen / Tom Seaberg

Moved: To Approve Resolution 2025-137, Renewing 2026 Liquor Licenses.

Vote: 7 ayes / 0 nays, motion Passed

- C. Public Hearing to consider a Consumption & Display Permit at 421 Marie Ave.

Moved by: Lori Hansen / Pam Bakken

Moved: To Approve a Consumption and Display Permit for Hilltop Event Center, location at 421 Marie Ave., South St. Paul.

Vote: 7 ayes / 0 nays, motion Passed

11. GENERAL BUSINESS

- A. First Reading: Ordinance Repealing the Shoreland Overlay District and Adding Impervious Surface Standards to MRCCA

Council Member Seaberg offered for a first reading an Ordinance Repealing the Shoreland Overlay District and Adding Impervious Surface Standards to MRCCA

- B. Marie Avenue Reconstruction Project Phase 2 — Receive Feasibility Report and Call for Public Hearing

Moved by: Joe Kaliszewski / Todd Podgorski

Moved: To Approve Resolution 2025-140, to receive the Feasibility Report and Call for a Public Hearing for the Marie Avenue Reconstruction Project Phase 2.

Vote: 7 ayes / 0 nays, motion Passed

- C. Adoption of the 2026 Fee Schedule

Moved by: Pam Bakken / Matt Thompson

Moved: To Approve Resolution 2025-145, Adoption of the 2026 Fee Schedule

Vote: 7 ayes / 0 nays, motion Passed

- D. Approval of Ordinance 1436, Updating Zoning Rules for Accessory Parking Lots and Parcels with Multiple Principal Buildings

Moved by: Lori Hansen / Matt Thompson

Moved: To approve Ordinance 1436, Updating Zoning Rules for Accessory Parking Lots and Parcels with Multiple Principal Buildings

Vote: 7 ayes / 0 nays, motion Passed

- E. Approve Purchase Agreement for 101 - 109 Warburton Street East, Resolution 2025 - 147

Moved by: Tom Seaberg / Joe Kaliszewski

Moved: To Approve Resolution 2025-147, a Purchase Agreement for 101 - 109 Warburton Street East.

Vote: 7 ayes / 0 nays, motion Passed

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT

Moved by: Tom Seaberg / Pam Bakken

Moved: To Adjourn

Vote: 7 ayes / 0 nays, motion Passed

The meeting was adjourned at 9:08 PM.



/s/: Deanna Werner
City Clerk

:12South St. Paul City Council Work Session

Session Notes for December 8, 2025

1. CALL TO ORDER

Mayor Francis called the City Council Work Session to order at 7:00 PM on December 8, 2025

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

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

Planning Commissioners Present (Items 2-A & 2-B): Geoff Fournier, Brianne Miller, Andrew Hoffman

Staff Present: Ryan Garcia, City Administrator, Brian Wicke, Police Chief, Michael Healy, City Planning and Zoning Manager.

2. DISCUSSION ITEMS

A. Joint Worksession: PUD Concept Plan Review for Industrial Infill Project at 1201/1301 Concord Street South

Mr. Healy introduced the preliminary concept proposed by Jadian IOS to acquire the property for an engineering office, maintenance shop, and equipment and vehicle storage facility for lease to Q3 Contracting. Councilmembers and Plan Commissioners indicated support for the concept, with an expectation that the comments and suggestions outlined in Mr. Healy's memo form the framework for the formal submittal and approval process, should the developer choose to move forward. Members were particularly interested in tying all flexibility that might be sought to a firm and binding commitment – through a development agreement – from the developer to construct the proposed building on a specific timeline. Mr. Healy advised that a next step would be a full site plan and PUD submittal and approval, likely in the 1st Quarter 2026, which would receive a public hearing at the plan commission prior to potential consideration for approval at the City Council.

B. Discussion on Zoning Rules for Temporary Storage Containers and Temporary Structures at Industrial Businesses

Mr. Healy shared that two businesses in the Bridgepoint Business Park have recently been identified as having exterior storage practices that are not in compliance with their approvals or city code. Mr. Healy provided an overview of an option that would modify zoning standards to allow for the potential temporary utilization of storage containers or other temporary structures in industrial areas in cases where businesses met, exceeded or committed to making changes to exceed the I-1 District's Floor Area Ratio (FAR) standard of 0.2. Council and Commissioners supported carefully crafting ordinance standards that encouraged and even incentivized increased FAR in the industrial area.

C. Council Compensation Discussion

Mr. Garcia provided an update on Mayor and Council compensation and sought guidance from Council as to whether there was support for modifying these figures, which were last adjusted in January 2017. Councilmembers asked Mr. Garcia to return to a future Worksession with additional analysis but generally the consensus was that some adjustment to compensation was desirable.

D. Councilmember Board and Commission Appointments

Mr. Garcia advised that the South Metro Fire Department Board and NDC4 Board appointments were up at the end of 2025. Both seats are two-year terms, and Council supported bringing the matter forward at the next Council business meeting to consider the reappointment of Mayor Francis to the South Metro Fire Department Board and Councilmember Kaliszewski to the NDC4 Board.

E. Supervisory Association Performance Pay Recommendations

Mr. Garcia shared recommendations for performance pay awards for 2025 in accordance with the Supervisory Association Contract. The recommendations were to be included for consideration at the next Council business meeting.

3. COUNCIL COMMENTS & QUESTIONS

There were none.

4. ADJOURNMENT

There being no further business to come before the City Council at the regular work session meeting, Mayor Francis declared the meeting adjourned at 9:12 PM.

Respectfully submitted,
/s/: Ryan Garcia
City Administrator



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Finance
PREPARED BY: Jeff Hines
AGENDA ITEM NUMBER: 8.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Accounts Payable

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to Adopt Resolution 2025-154 approving accounts payable.

OVERVIEW

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

Detailed check registers are available upon request from the Finance office.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. 12-15-25 Accounts Payable Summary Check Register
2. 12-15-25 Accounts Payable Detail Check Register

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-154

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:

155696-155842	\$ 359,483.73
2025386-2025400	604,506.54
801295-801302	<u>67,898.51</u>

Total	\$ 1,122,270.48
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Adopted this 15th day of December, 2025.

Deanna Werner, City Clerk

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

Council Check Summary

Page - 1

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<u>Company</u>	<u>Amount</u>
00101 GENERAL FUND	386,897.92
00243 DOUG WOOG ARENA	52,620.73
00245 AIRPORT FUND	4,248.17
00260 HOUSING GENERAL	203.04
00280 ECON DEV GENERAL	6,620.00
00284 DEVELOPMENT	376,561.25
00402 CAPITAL PROGRAMS FUND	19,471.60
00404 AIRPORT CAPITAL FUND	9,990.00
00440 2024 LOCAL IMPROVEMENTS	279.00
00441 2025 LOCAL IMPROVEMENTS	99.92
00490 CONCORD TIF	2,056.00
00605 WATER UTILITY	11,689.77
00606 SEWER UTILITY	6,330.20
00610 STORM WATER UTILITY	44,865.06
00615 STREET LIGHT UTILITY	15,546.26
00677 NAN MCKAY APT BLDG	23,004.84
00678 JOHN CARROLL APT BLDG	29,046.46
00703 CENTRAL GARAGE FUND	41,682.62
00709 SELF-INSURED DENTAL	657.16
00805 EMPLOYEE HEALTH REIMBUR	18.78
Report Totals	1,031,888.78



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 8.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Business Licenses

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve as presented by consent.

OVERVIEW

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

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. City Council Report (Licenses)

City of South St Paul
City Council Report

<u>ID</u>	<u>Company</u>	<u>License #</u>	<u>License Type</u>	<u>Status</u>	<u>Issued</u>	<u>Expires</u>	<u>Address</u>	<u>Complex</u>	<u>Council</u>
15772	Marvin Rafael Batres	00016387	Rental Housing	A	11/26/2025	05/31/2026	1002 4th St N		12/15/2025
15769	Benjamin & Colleen Norman	00016382	Rental Housing	A	11/10/2025	05/31/2026	749 9th Ave S		12/15/2025
15773	Adebayo Ismail Ladipo	00016389	Rental Housing	A	12/08/2025	05/31/2026	2100 Wentworth Ave		12/15/2025



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Police
PREPARED BY: Brian Wicke
AGENDA ITEM NUMBER: 8.D.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Grant Agreement with the Minnesota Department of Public Safety

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2025-148 authorizing the City of South St. Paul to enter into a grant agreement with the Minnesota Department of Public Safety.

OVERVIEW

In efforts to address a critical shortage in public safety staffing and expand the applicant pool, the State of Minnesota Office of Justice Programs, in conjunction with the Minnesota State Colleges and Universities system, has created an alternative pathway to Peace Officer licensure called the Intensive Comprehensive Peace Officer & Education Training Program (ICPOET).

Through this program, sponsoring public safety agencies identify and hire applicant(s) who possess a regionally accredited two-or four-year college degree in any field who are seeking a career transition. Upon hire, applicants complete an intensive comprehensive training program at Hennepin Technical College which equips them with the knowledge and skills to obtain Peace Officer licensure upon completion. After obtaining licensure, the applicants are transitioned to full-time peace officers for the employing agency. If applicants fail to obtain licensure, their employment ends. The South St. Paul Police Department began participating in this program in 2025 with the hiring of three police cadets who are currently in training.

In August 2025, police department staff submitted a grant application through the Minnesota Department of Public Safety for funding to assist in future participation in this program and received notification in November that our application had been selected and approved. If accepted, terms of the agreement make available to the City \$50,000 to support the hiring, training, and wages of a Cadet hired for this alternative licensure opportunity.

Council is asked to approve the resolution supporting and accepting this grant agreement and authorize the police department to execute on its behalf.

SOURCE OF FUNDS

2026 Police Protection Budget

ATTACHMENTS

1. 2025 1215 Resolution Authorizing the City of South St. Paul to enter into a Grant Agreement with the Minnesota Department of Public Safety
2. 1290400_5061513-A-ICPOE-2026-SOUSTPPD-023GRANTAGREEMENT

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025 - 148

**RESOLUTION AUTHORIZING THE CITY OF SOUTH ST. PAUL TO ENTER INTO A
GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF PUBLIC
SAFETY**

WHEREAS, the City of South St. Paul has submitted a grant proposal to the State of Minnesota Department of Public Safety in support of public safety hiring; and

WHEREAS, the State of Minnesota Department of Public Safety has reviewed and awarded the grant proposal; and

WHEREAS, the State of Minnesota requires a resolution of the City Council to accept and delegate an authorized representative; and

WHEREAS, the City Council has reviewed and considered this matter and believe that it is in the best interests of the city to enter into a grant agreement with the State of Minnesota Department of Public Safety to assist in public safety hiring;

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

1. That the Chief of Police is authorized and directed to execute such agreements and amendments as are necessary to implement the grant in the name and on behalf of the City in the form approved by this resolution during the time period of January 1st, 2026 through June 30th, 2027.

Adopted this 15th day of December 2025.

City Clerk



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Intensive Comprehensive Peace Officer Education and Training 2026 Grant Contract Agreement No.: A-ICPOE-2026-SOUSTPPD-023
Grantee: City of South St Paul, Police Department 125 3rd Avenue N South St Paul, Minnesota 55075	Grant Contract Agreement Term: Effective Date: 01/01/2026 Expiration Date: 06/30/2027
Grantee’s Authorized Representative: Brian Wicke, Police Chief City of South St Paul, Police Department 125 3rd Avenue N South St. Paul, Minnesota 55075 (651) 413-8301 bwicke@southstpaul.org	Grant Contract Agreement Amount: Original Agreement \$50,000.00 Matching Requirement \$0.00
State’s Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 Kristin.lail@state.mn.us	Federal Funding: CFDA/ALN: None FAIN: N/A State Funding: Minnesota Session Laws of 2025, Chapter 35, Article 2, Section 3, Subdivision 7. Special Conditions: None.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat. § 16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Intensive Comprehensive Peace Officer Education and Training 2026 Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Intensive Comprehensive Peace Officer Education and Training 2026 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-ICPOE-2026-SOUSTPPD-023 / 3-108506

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: South St Paul Police Department

A-ICPOE-2026-SOUSTPPD-023

Budget Summary

ICPOE: 2026 Empowering Career Transition Candidates through Peace Officer Training				
Budget Category	Award			
Personnel				
Wages Cadet 1 \$395700.00 (40hr x 25 wks x \$39.57/hour) *2026 hourly rate	\$26,000.00			
Total	\$26,000.00			
Payroll Taxes and Fringe				
Fringe (calculated at 48.56 %) - Cadet 1 (Full amount \$19,215.00)	\$16,000.00			
Total	\$16,000.00			
Program Expenses				
Tuition and Hiring Expenses Cadet 1	\$8,000.00			
Total	\$8,000.00			
Total	\$50,000.00			



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Finance
PREPARED BY: Clara Hilger
AGENDA ITEM NUMBER: 8.E.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Disposition of Central Square Community Center Special Revenue Fund

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

By motion, approve a payment to the South St. Paul Special School District #6 in the amount of \$23,778.47 and the transfer of the remaining funds in the Central Square Community Center Special Revenue fund to the Capital Programs Capital Projects fund to be used for future park improvements within the City.

OVERVIEW

As of July 1, 2021, the City of South St. Paul and the South St. Paul Special School District #6 ended a seventeen-year agreement where the City's Parks and Recreation department managed and operated the Central Square Community Center, a facility owned by the School District. Declining memberships and growing capital-related costs were two of the factors that contributed to the decision to end the agreement.

The original agreement did not address dissolution, therefore, one of the details to be resolved when the City notified the School District of our intention to discontinue the agreement was an equitable asset disposition plan (City Council meeting, April 19, 2021).

In the City's financials, the Central Square Community Center Special Revenue fund has a balance of \$47,556.93. This represents funds that, had the agreement continued, would have been available for the purchase of capital assets for the community center.

No formal agreement on the disposition of the remaining assets was approved by the City Council. However, staff recalls an informal agreement that the remaining capital funds in the Central Square Community Center Special Revenue fund would be divided evenly between the City and the School District. As all assets that were not allocated to either the City or the School District have been sold or otherwise disposed, the remaining funds can be distributed.

SOURCE OF FUNDS

Central Square Community Center Special Revenue Fund

ATTACHMENTS

1. Central Square Management Agreement (Original)
2. City Council Meeting 04-19-2021 - Termination of Central Square Management Agreement

CENTRAL SQUARE MANAGEMENT AGREEMENT

THIS CENTRAL SQUARE MANAGEMENT AGREEMENT is made and entered into as of the 1st day of July, 2004, (the “Effective Date” and amended the 7th day of March, 2005, 1st day of June, 2009, and 2nd day of ~~September~~ 2014) by and between the City of South St. Paul (the “City”), a Minnesota municipal corporation, and Special School District No. 6 (the “District”), a Minnesota public corporation (individually “Party” and collectively “Parties”). For valuable consideration, the Parties agree as follows:

ARTICLE ONE **DEFINITIONS**

Section 1.1 Definitions. Unless otherwise defined in this Agreement, the capitalized terms used herein shall have the meanings set forth in this Article One. Unless otherwise provided in this Agreement: (a) reference to any Party will include such Party’s successors or permitted assigns; (b) reference to any law, ordinance or document will mean that law, ordinance or document as amended or supplemented from time to time; (c) when the context so requires, the singular includes the plural; and (d) references to any Section or Article will mean such Section or Article as it appears in this Agreement.

- 1.1.1. Agreement means this Agreement, including all exhibits incorporated herein, as it may be amended or restated from time to time.
- 1.1.2. Board means the Board of Education of Special School District No. 6, its governing body.
- 1.1.3. Bond Issue means the \$17,590,000 District bond issue approved by the voters in the year 2000, from the proceeds of which \$1,730,000 was used for capital improvements to Central Square.
- 1.1.4. Central Square Board means the board established pursuant to Article 4.
- 1.1.5. City means the City of South St. Paul, a Minnesota municipal corporation.
- 1.1.6. Central Square means the buildings, equipment, as defined in Addendum 1 and interior and exterior facilities used as a community center or in conjunction therewith, for student and citizen education and recreation at 100 -7th Avenue North in the City. Central Square is legally described on Exhibit A. (Please see exhibit A at the end of the document.)
- 1.1.7. City Council means the governing body of the City.
- 1.1.8. District means Special School District No. 6, a Minnesota public corporation.

- 1.1.9 Uncontrollable Circumstances means circumstances over which the Party required to make performance does not have control and which cannot or could not have been avoided by the exercise of reasonable care, including, but not limited to, acts of God, accidents, war, civil unrest, embargoes, strikes, litigation, blizzards, ice storms (but not including reasonably anticipated weather conditions for the geographic area), and delays by the other Party in the performance of its obligations.

ARTICLE TWO

RECITALS

Section 2.1 Central Square. The Central Square physical building is owned, operated, maintained and managed by the District. The District is responsible for the maintenance items listed in Addendum 2. It is used by the District and the City for the educational and recreational activities of the Parties' constituencies.

Section 2.2 Joint Management. The Parties desire to undertake the joint management and operation of educational and recreational activities at Central Square in accordance with the terms and conditions of this Agreement.

Section 2.3 Joint Powers. The Parties are governmental units responsible for the education and recreation of their respective constituents, and enter into this Agreement pursuant to the authority conferred upon them by Minnesota Statutes Section 471.59 (1998).

ARTICLE THREE

THE AGREEMENT

Section 3.1 Purpose. The purpose of this Agreement is to establish a joint administrative board to operate, manage and maintain (as defined by Addendum 2) Central Square as a Community Center which provides educational and recreational activities and to define the rights and obligations of the administrative board and the Parties.

Section 3.2 Cooperation. The Parties shall reasonably cooperate with each other in the implementation and performance of this Agreement. The duty to cooperate shall not require a Party to act in a manner inconsistent with its rights under this Agreement.

Section 3.3 Term. The initial term of this Agreement shall be two (2) years from the Effective Date. The term of this Agreement shall be renewable for successive one (1) year terms ("Extended Terms"), on the same terms and conditions provided that each Party notifies the other Party of its intention to renew this Agreement not less than ninety (90) calendar days prior to the beginning of the next Extended Term. This Agreement should be reviewed annually at a meeting between the City and the District.

ARTICLE FOUR

CENTRAL SQUARE BOARD

Section 4.1 Establishment. An administrative board designated the Central Square Board is hereby established with membership, obligations and authority as specified in this Agreement.

Section 4.2 Membership. The Central Square Board shall be composed of six members; three appointed by the City Council and three appointed by the School District Board. The Central Square Board Members initially appointed by each Party shall be appointed for terms of one (1) year, two (2) years, and three (3) years respectively. Thereafter, all Central Square Board members shall be appointed for three (3) year terms, and until a successor has been appointed and qualifies. A vacancy in the office of Central Square Board shall be filled for the unexpired term in like manner as provided for the selection of the member who vacated the office. The School District Board and the City Council will each appoint one of their members to serve as an ex-officio liaison to the Central Square Board.

Section 4.3 Meetings. The Central Square Board shall hold a regular meeting a minimum of five times a year on the dates and at the times and places provided in the bylaws or in a resolution adopted by the Central Square Board and filed in the office of the City Clerk and the office of the Secretary of the Board. Special meetings of the Central Square Board may be called by the Chair, or at the Chair's refusal by any four members, by written demand filed with the Secretary. Notice of a special meeting shall be given to each Central Square Board member by not less than three (3) days written notice stating the purpose(s), date, time, and place of the meeting, and by posted notice as required by law. The notice shall be mailed or otherwise delivered to each member of the Central Square Board.

4.3.1 **Open Meetings.** Meetings of the Central Square Board shall be open to the public and shall be subject to the provisions of Minnesota Statutes, Section 471.705 (1998).

Section 4.4 Bylaws. The Central Square Board shall adopt bylaws, not inconsistent with the provisions of this Agreement, governing its meetings and affairs. Adopted bylaws are listed in Addendum 3.

Section 4.5 Termination for Absence. The membership of a member of the Central Square Board who is absent from three consecutive regular or special meetings of the Central Square Board, without the approval of the Chair, shall terminate ten (10) days after the last meeting not attended. The Secretary of the Central Square Board shall promptly notify the member of the membership termination, the Central Square Board and the Party that appointed the terminated member.

Section 4.6 Officers. The officers of the Central Square Board shall be a Chair, Vice Chair, and Secretary who must be members of the Central Square Board. The term of office of the officers shall be for one year and until their successors are elected and qualify, except for termination under Section 4.3. The initial Chair shall be elected from the members appointed by the City Council and the Vice Chair from the members appointed by the Board. Thereafter, the election of the Chair and the Vice Chair shall alternate between the members appointed by the City Council and the members appointed by the Board.

4.6.1 Chair. The Chair shall preside at all meetings of the Central Square Board and shall exercise general supervision and direction over the more significant matters of policy affecting the operation, maintenance, and management of Central Square.

4.6.2 Vice Chair. In the absence of the Chair, or in the event of his or her inability or refusal to act, the Vice Chair shall perform the duties of the Chair; and, when so acting, shall have all the powers and be subject to all the limitations upon the Chair. The Vice Chair shall also perform such other duties as from time to time may be assigned to him or her by the Central Square Board.

4.6.3 Secretary. The Secretary shall, unless otherwise determined by the Central Square Board, be the Secretary of the Central Square Board and record the proceedings of the meetings of the Central Square Board and prepare and retain minutes of the meetings in appropriate form. The Secretary shall give proper notice of all meetings, and shall perform such other duties as may be assigned to the office by the Central Square Board.

ARTICLE FIVE

CENTRAL SQUARE BOARD AUTHORITY

Section 5.1 General. The Central Square Board shall have the authority and obligation to manage and operate Central Square educational and recreational activities on behalf of the Parties in accordance with the terms and conditions of this Agreement. Addendum 4 lists in-kind services that the City provides and pays for and the list of services and expenses paid for by the District.

Section 5.2 Authority. The authority and obligations of the Central Square Board shall include, but not be limited to, the following:

5.2.1 Establish, implement, and enforce policies regarding the use of Central Square, including space, equipment, and facilities by the constituencies of the District and the City. See Addendum 5 for Room Rental Policy, Addendum 6 for Membership Agreement and Liability Waiver, Addendum 7 for Purchasing Policy, Addendum 8 for Parking Policy, Addendum 9 for Capital Improvement Policy, Addendum 10 for Fees and Charges.

- 5.2.2 Make contracts, incur expenses, and make expenditures necessary and incident to its powers set forth in subsection 5.2.1 and provided they are included in and are consistent with the Central Square Budget (as defined in Section 6.1). All contracts shall be made in accordance with the Uniform Municipal Contracting Law (Minnesota Statutes, Section 471.345 (1998)).
- 5.2.3 Recommend an annual operating budget (including detailed revenue and expenditures) for the purposes of this Agreement to the District and the City no later than August 1 of each year for the succeeding calendar year. This budget will be formally approved by the District and City no later than September 1 of each year.
- 5.2.4 Establish personnel position descriptions necessary to accomplish the purposes of this Agreement, and to supervise or provide for the general supervision of personnel while engaged in services pursuant to this Agreement in accordance with the adopted budget. Addendum 11 contains a list of Central Square employees that are funded by the operating budget with their accompanying position descriptions.
- 5.2.5 If available and upon request, the District or the City, as the case may be, shall provide and assign their respective employees within the personnel position descriptions to the Central Square Budget on a full time or part time basis as required. The charges to be billed to the Central Square Budget for the personnel shall consist of actual costs for labor, including fringe benefits and costs directly related to such labor such as workers comp insurance. Each Party will provide engineering, accounting, legal, financial and other similar services to the Central Square Community Center on an as needed basis.
- 5.2.6 Liability Insurance. The District and the City shall name CSCC as an additional insured on their liability policies and furnish evidence that such insurance is in force. Addendum 6 contains the current Certificate of Liability Insurance.
- 5.2.7 Property Insurance. The District shall remain responsible for building related costs including fire and extended coverage insurance on Central Square unless said costs are specifically included in the approved CSCC Budget. Addendum 6 contains the current Certificate of Property Insurance.
- 5.2.8 Recommend a capital improvement list to the Board and Council each year for their consideration. This capital improvement list will serve as a vision for the on-going development of this facility. A current list is included in Addendum 9.

ARTICLE SIX

FINANCIAL

Section 6.1 Central Square Budget. Not later than September 1 of each year, the Parties shall approve a budget for the succeeding calendar year for the activities relating to Central Square in the budget year (“Central Square Budget”).

Section 6.2 Funds Depository. The City shall act as the fiscal agent and depository for Central Square. Disbursement of the funds will be in accordance with the approved budget. The City and District may agree to amend the Budget at any time. The City shall provide an annual financial report and timely monthly budget reports to the Board and the District of all revenue and expenditures. All financial records will be available to the School and City upon request. The City will also serve as the hiring agent for the operation of CSCC.

Section 6.3 Mediation. In the event the Parties are unable to agree upon a Central Square Budget by October 1 in any year, the controversy shall be referred to mediation before a neutral party selected by the Parties. The mediation shall be attended by officials of each Party having authority to settle the dispute.

Section 6.4 Cash Flows, Financing and Deficits. Debts to outsiders and between the City and District will be paid promptly. Projected and actual cash flow needs will be shared equally between the City and the School District and covered by timely cash deposits. Deficits if any will be determined at calendar year-end and will be shared equally between the City and the School District via appropriate payment.

Section 6.5 Operational Contribution. The adopted yearly CSCC Budget will serve as a guideline as to future operational contributions by the School District and the City.

Section 6.6 Budget Surplus. At the end of the City’s fiscal year, any budget surplus shall be deposited into a separate capital fund account to be used for capital outlay projects and costs that have been identified in a Capital Improvement Program (CIP). The fund shall not be used for on-going operational expenses. The CIP shall be recommended by the Board and approved by the School District and the City as part of the budget process no later than September 1 of the proceeding year. Upon annual budget approval by the School and City, the Board has the authority to approve project expenditures within that approved budget year as listed in the adopted CIP. Capital items to be included in the CIP are \$3,000 and above. Items less than \$3,000 are considered operational expenses and are budget and expended from the CSCC annual operational budget. The Board has the authority to approve special, unanticipated expenditures provided they meet the CSCC purchasing policy and funds are available through the budget surplus capital fund. Addendum 9 contains the current CIP project list.

ARTICLE SEVEN

DEFAULT; TERMINATION

Section 7.1 Event of Default. The persistent or repeated failure or refusal by a Party to substantially fulfill any of its material obligations under this Agreement shall constitute an Event of Default on the part of the Defaulting Party.

Section 7.2 Opportunity to Cure. No event set forth in Section 7.1 shall constitute an Event of Default giving rise to the right to terminate this Agreement unless and until (a) written notice is given to the Defaulting Party specifying that particular Event(s) of Default exists which will, unless corrected within not more than ten (10) days, constitute a material breach of this Agreement on the part of the Defaulting Party, and (b) the Defaulting Party has not corrected such default within such period of time.

Section 7.3 Performance Excused. In the event of an Unavoidable Circumstance, the inability or delay in the performance of any of the terms and provisions of this Agreement shall be excused and shall not constitute an Event of Default.

ARTICLE EIGHT GENERAL PROVISIONS

Section 8.1 Notices. Unless otherwise specifically provided, all notices, request, or other communications required or permitted to be given or made under this Agreement shall be in writing and may be delivered personally, or may be sent by cable, telex, facsimile, or certified mail (returned receipt requested) addressed:

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

If to the School District Special School District No. 6
District Administrative Center
104 Fifth Avenue South
South St. Paul, MN 55075
Attn: District Superintendent

Any notice, request, or other communication shall be deemed to have been received as follows: (a) personal delivery, upon receipt, (b) telex, cable, or facsimile, 24 hours after transmission or dispatch, (c) certified mail, 3 business days after delivery to the United States postal authorities by the sender. If notice is sent by telex, facsimile, or cable, a confirming copy shall be sent by mail to the same address. A Party may change its above address by notice to the other Party given in accordance with this Section 8.1.

Section 8.2 Authorization and Validity. Each Party represents and warrants to the other Party as follows:

8.2.1. The execution, delivery, performance and observance by each Party of its obligations under this Agreement is within its powers, has been duly authorized by all necessary governing body action and do not and will not:

- (a) contravene, conflict, or violate any provisions of law presently in effect having applicability to it;
- (b) require the consent or approval of any governmental, regulatory or administrative agency or body; and
- (c) result in breach of or constitute a default under any material contractual obligation.

Section 8.3 Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and their respective agents, elected officials, officers and employees from and against any loss, cost, liability, claim, damage, expense (including reasonable attorneys' fees, consultant's fees, disbursements, penalty, or fine) incurred in connection with any claim or cause of action arising from or in connection with this Agreement to the extent caused by the negligent act or omission of the indemnifying Party, or by its misrepresentation, fraud, or misconduct.

Section 8.4 Assignment. Neither Party may assign this Agreement or any part thereof without the prior written consent of the other Party.

Section 8.5 Headings and Exhibits. The subject headings of the Articles and Sections of this Agreement are inserted for the purpose of convenient reference and are not intended to be part of this Agreement nor to be considered in any interpretation of the same. The exhibits referenced in this Agreement are incorporated herein for all purposes.

Section 8.6 Entire Agreement. This Agreement and the exhibits referenced in this Agreement contain the entire understanding and agreement between the Parties with respect to its subject matter and supercede all previous communications, negotiations, and agreements between the Parties whether written or oral with respect to this subject matter.

Section 8.7 Waiver. No waiver by any Party, either express or implied, of any one or more defaults by the other Party in the performance of any provisions of this Agreement will operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

Section 8.8 Preparation. The Parties and their legal counsel have cooperated in the drafting of this Agreement, and it is therefore to be deemed their joint work product and not to be construed against any Party by reason of its preparation.

Section 8.9 No Third Party Beneficiaries. Neither this Agreement nor any provision hereof nor any exhibit incorporated herein nor document executed by the Parties after the effective date hereof with respect to the subject matter hereof shall create any right in favor of or impose any obligation upon any person or entity other than the Parties, except as otherwise provided in the case of the Central Square Board.

Section 8.10 Counterparts. This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be an original, but such counterparts when taken together shall constitute one and the same instrument.

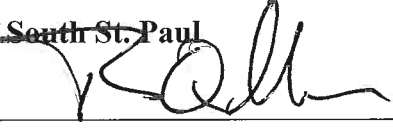
Section 8.11 Severability. If any provision(s) hereof shall be held invalid or unenforceable by a court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or affect any other provision(s) hereof; provided, however, that the Parties shall use reasonable efforts, including, but not limited to, the amendment of this Agreement, to ensure that this Agreement shall reflect as closely as practicable the intent of the Parties.

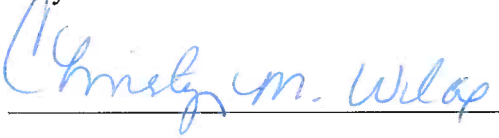
Section 8.12 Applicable Law. This Agreement and the rights and duties of the Parties will be governed, interpreted, performed, and enforced in accordance with the laws of the State of Minnesota.

Section 8.13 Amendment. This Agreement may be amended, supplemented, or otherwise modified only by a written instrument signed by the Parties.

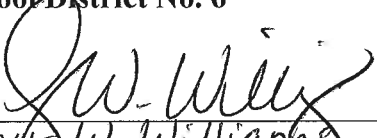
Section 8.14 Prior Contracts Termination. This agreement between the parties replaces all related prior contracts and understandings as of the effective date of this agreement.

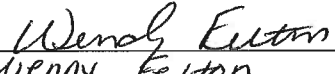
City of South St. Paul

By: 
Name: _____
Title: Mayor

By: 
Name: _____
Title: City Clerk

Special School District No. 6

By: 
Name: Amy W. Williams
Title: President, Board of Education

By: 
Name: Wendy Felton
Title: Secretary-Clerk, Board of Education

Central Square Community Center Management Agreement

Addendum 1 – CSCC List of Equipment and Capital Contributions

The operation of Central Square as a community center requires the purchase of equipment. CSCC designated equipment is the property of Central Square purchased through the annual operating budget. This equipment is considered mobile and separate from the physical building and fixtures. This equipment includes:

Central Square Community Center Equipment:

- Fitness Room Strength Equipment: Freemotion, Magnum, and Paramount brand purchased in 2011. Strength machines include: Freemotion F614 Functional Step, Freemotion F600 Chest, Freemotion F601 Shoulder, Freemotion F620 Lat, Freemotion F604 Row, Freemotion F624 dual cable cross, Freemotion F602 Bicep, Magnum 2040M Leg ext/Leg curl, Magnum 2037 Assist chip/dip, Magnum 6041 Abdominal/Lower Back, Magnum 2010 Multi-Hip, Paramount Leg Press.
- 1 StarTrac brand Pro recumbent bike (CSCC assumed ownership at the conclusion of the 2006-2008 lease).
- 1 Nustep brand TRS 4000 recumbent trainer (CSCC assumed ownership at the conclusion of the 2006-2008 lease).
- Leased Cardio Equipment (current 36-month lease concludes December 2014)
- Fitness Class Accessories: Fit balls, Bosus, TRX systems, hand weights, kettle bells, mats, steppers, portable stereos, pre-recorded music.
- Cardio Theater system and accessories (Fitness Room).
- 8 Televisions (4 Fitness Room, 1 Activity Room, 1 Lobby, 2 carted mobile).
- 2 DVD/VCR Combo Players
- Nintendo Wii Game Console, associated games & controllers (Owned by Senior Center)
- 1 LCD Projector
- Lobby furniture (tables and chairs)
- Tumble Track (50% ownership shared with Special School District 6)
- Gymnastics Mats
- Centennial Room conference tables and chairs
- 2 Portable white boards
- Pool Office furnishings
- 2 Portable Tot Docks
- Water Exercise equipment: weights, floats
- Water Exercise equipment storage cart
- Misc. Pool Equipment: Kickboards, Floaties, Lifejackets
- Lifeguard Rescue Tubes
- Portable Lifeguard Chair
- Refrigerator (Kitchen area)
- Stove (Kitchen area)
- Microwave
- Popcorn Machine/Cart (Owned by Mayor's Youth Task Force)
- Kitchen utensils
- Table cart
- Floor display case (donated by SSP Lions Club, 2007)
- Camera Surveillance System
- Wi-Fi Routers/Broadcasters (4 total)

Capital Improvement Contributions:

At the end of the City's fiscal year, any CSCC operating budget surplus is deposited into a separate capital fund account to be used for capital outlay projects and costs that have been identified in a Capital Improvement Program (CIP) annually approved by both parent organizations. Central Square has funded building and grounds improvements through the capital fund account for the betterment of the community center appearance, functions, safety, and in support of requests made by Special School District 6.

<u>Equipment/Project</u>	<u>Year</u>	<u>Amount</u>
Tumble Trak (Gymnastics Apparatus)	2006	\$2,000 (50% of total price)
Men's Locker Room – Locker Replacement	2007	\$7,700 (50% of total price)
Diving Board and Stand	2008	\$7,215 (50% of total price)
Building Paging System	2008	\$8,825 (50% of total price)
Shower Privacy Partitions – Both Locker Rooms	2009	\$6,543
Exterior Signs (2 signs)	2010	\$6,120
Exterior Play Structure Replacement	2010	\$39,142
Strength Equipment Replacement	2011	\$37,294
Women's Locker Room Renovation	2012	\$83,751
Solarium Window Replacement	2012	\$15,000
Gymnastics Mats	2012	\$3,000 (50% of total price)
Centennial Room Furniture Replacement	2013	\$8,433

TOTAL: \$225,023

Central Square Community Center Management Agreement

Addendum 2 – CSCC Maintenance

The operation of Central Square as a community center requires the maintenance of the physical building. The building is the property of Special School District 6 thus school district staff is responsible for regular maintenance, custodial service, repairs and preventative maintenance of the building, parking lot, and grounds. Regular maintenance of the building has not been expended from the annual CSCC operation budget with the exception of summer pool operation. These specific maintenance services include:

Central Square Community Center Maintenance provided by District:

- Daytime custodial and maintenance support shared with the Secondary Building/High School.
- Evening dedicated custodial service.
- Indoor pool maintenance, supplies and service provided by a Certified Pool Operator: August - March.
- Rubbish disposal.
- Annual cleaning services similar to other school-owned buildings.
- Audio/Visual/Phone support shared with the Secondary Building/High School.
- General repairs.
- Non-contracted capital improvements and projects.
- Parking lot maintenance.
- Grounds maintenance.

Central Square Community Center Maintenance provided by City:

- Information Technology support for computers, servers, printers/copier/fax, internet, and software.

Central Square Community Center Maintenance provided by Central Square:

- Summer indoor pool maintenance, supplies, and service: April – July.
Fee is charged by District, paid by Central Square averaging \$14,000/year.
- Daily custodial service to administrative office areas and Fitness Room.

Central Square Community Center Management Agreement
Addendum 3 – Central Square Community Center Board By-Laws

ARTICLE I: NAME

The name of this Committee shall be known as the Central Square Community Center Board, hereinafter referred to as the “Board.”

For the purposes of these by-laws:

The City of South St. Paul will be referred to as the “city.”

Special School District 6 will be known as the “school.”

Central Square Community Center will be known as “CSCC.”

ARTICLE II: PURPOSE

A joint administrative board has been established by the city and the school to operate and manage Central Square as a Community Center which provides fitness opportunities, educational and recreational activities, and community gathering space.

ARTICLE III: OPERATION OF BOARD

Section 1: Membership

- A. The Board shall be composed of six members; three appointed by the City of South St. Paul City Council and three appointed by the Special School District 6 Board of Education. *See Appendix A for Special School District 6 Central Square Board Vacancy Policy.*
- B. The Board Members initially appointed by each Party shall be appointed for terms of three (3) years respectively and until a successor has been appointed and qualifies. Terms will be staggered to ensure that one school representative and one city representative will be eligible for appointment annually.
- C. A vacancy on the Board shall be filled for the unexpired term in a like manner as provided for the selection of the member who vacated the position. The city and school have incorporated Board member selection criteria and process in the CSCC Management Agreement.
- D. The City of South St. Paul City Council and Special School District 6 Board of Education will each appoint one of their members to serve as an ex-officio liaison to the Board.

- E. Staff liaisons will include the school's Director of Community Education and the city's Director of Parks and Recreation. Staff liaisons are responsible for the creation and distribution of the meeting agenda, distribution of the meeting minutes when completed by the Board's Secretary, and distribution of any supporting documentation.

Section 2: Meetings

- A. The Board shall meet the third Thursday of designated meeting months from January through November. The Board will meet a minimum of five times a year.
- B. Special meetings of the Board may be called by the Chair, or, at the Chair's refusal, by any four members by written demand filed with the Secretary. Notice of a special meeting shall be given to each Board member by not less than three (3) days written notice stating the purpose(s), date, time and place of meeting, and by posted notice required by law. The notice shall be mailed or otherwise delivered to each member of the Board.
- C. Meetings may be cancelled by the Chair, acting Chair or staff liaisons due to scheduling conflicts, lack of agenda items, or other legitimacies.
- D. A quorum is represented by four or more voting members. Each member of the board including the officers is represented by one vote for business items. Staff liaisons and ex-officio members are not allowed to vote.
- E. All meetings are open to the public and shall be subject to the provisions of Minnesota Statutes.

Section 3: Notification

Notice of all Board meetings, agendas and minutes will be mailed, one week prior to the meeting.

Section 4: Board Officers

- A. The officers of the Board shall be a Chair, Vice Chair and Secretary who must be members of the Board. The Chair and Vice Chair must be representative of both the school and the city and alternate representation every term.
- B. The term of the officers shall be one (1) year and until their successors are elected and qualify, except for termination.
- C. The election of the Chair and the Vice Chair shall alternate between the members appointed by the city and the members appointed by the school.

Example: Term 1: Chair = school representative, Vice Chair = city representative, Term 2: Chair = city representative, Vice Chair = school representative.

- D. Chair: The Chair shall preside at all meetings of the Board and shall exercise general supervision and direction over more significant matters of policy affecting the operation, maintenance and management of CSCC.
- E. Vice Chair: In the absence of the Chair, or in the event of his/her inability or refusal to act, the Vice Chair shall perform the duties of the Chair; and when so acting, shall have all the powers and be subject to all the limitations upon the Chair. The Vice Chair shall also perform such duties as from time to time may be assigned to him/her by the Board.
- F. Secretary: The Secretary shall, unless otherwise determined by the Board, be the Secretary of the Board and record the proceedings of the minutes of the meetings in appropriate form. The Secretary or their designee shall give proper notice of all meetings, and shall perform such other duties as may be assigned to the office by the Board.

Section 5: Termination

- A. The membership of a member of the Board who is absent from three consecutive regular or special meetings of the Board, without the approval of the Chair, shall terminate ten (10) days after the third meeting not attended.
- B. The Secretary of the Board shall promptly notify the member of the membership termination, the Board, and the party that appointed the terminated member.

Section 6: Resignation

Any member who wishes to resign from the Board shall give written notice of intent to the Chair who shall present the resignation at the next board meeting.

Section 7: Committees

Board shall establish committees according to need. Each Committee shall elect their own Chairperson.

Section 8: Parliamentary Authority

Roberts Rules of Order-Revised shall govern the Board in all cases to which they are applicable, and in which they are not inconsistent with the By-Laws of the Board.

Section 9: Fiscal Year

The fiscal year of the Board shall be the annual operating budget cycle of the city which has been designated as the fiscal agent for the CSCC operation budget. The fiscal year is January 1 – December 31.

Section 10: Amendments and Revision

- A. These by-laws may be amended at any meeting of the Board by two-thirds (2/3) vote, provided a quorum is present.
- B. After approval, all amendments or revisions shall be effective immediately.

Adopted by CSCC Board: November, 2008
Revised: May, 2014



Adopted: July 30, 2007

Revised: 9/6/07, 5/12/08; 2/9/09; 5/11/09; 6/23/14

214.1 CENTRAL SQUARE BOARD VACANCIES

I. PURPOSE

The purpose of this policy is to provide governing rules for the filling of vacancies on the Central Square Board.

II. GENERAL STATEMENT OF POLICY

A vacancy on the Central Square Board (CSB), Special School District No. 6, shall be posted and filled subject and pursuant to South St. Paul School Board Policy and City of South St. Paul Ordinance.

III. GENERAL PROVISIONS

A vacancy on the Central Square Board shall occur at the expiration of a 3-year term or when a member resigns. Any vacancy shall be filled by the Board of Education at any regular or special meeting following the completion of the procedures for filling of vacancies in section IV. of this policy

If a member appointed by the Board of Education is unable to serve on the CSB and attend its meetings for ninety (90) days or more because of illness or prolonged absence, the Board of Education may, at any regular or special meeting thereof, declare a vacancy to exist. After the Board of Education has, declared such vacancy to exist, the vacancy shall be filled by the Board of Education at a regular or special meeting thereof until the end of that current term or until such ill absent member is again able to resume his/her duties as a member of such CSB whichever date is earliest. When such ill or absent member is again able to resume his/her duties as a member of the CSB, the Board shall, so deem and declare such person to again be a member of the CSB, and the member appointed by the Board of Education in his/her place would no longer be a member thereof.

The qualifications required of applicants for appointment to fill a vacancy are then same as for election to that position. If at least one qualified person applies by the end of the open period for applicants, the requirements of this section shall be deemed to be satisfied.

IV. PROCEDURES FOR FILLING OF VACANCIES

- A. Declare or announce a vacancy at a Central Square Board meeting.
- B. Publicize vacancy in the newspaper of the city or district by advertisement and official notice, and by other formal and informal methods as it shall deem advisable.
- C. Receive applications from interested citizens. Applications must be accepted for a period of at least two weeks from the date of first publication.
- D. If no qualifying applications are received, the Board will reopen the application process and publicize the vacancy again. This process will continue until at least one application from an eligible candidate is received.
- E. Interviews with applicants shall take place with an interview committee comprised of the Director of Community Education and a member of the Board of Education. Interview questions will be developed by the Interview committee prior to the interviews. Each candidate will be asked the same set of questions. The questions will not be shared with the candidates before the interviews.
- F. Appointment or replacement of Board members shall be made, using the following voting procedure:
 - 1. If there is only one qualified applicant, that applicant will automatically be approved and recorded as a unanimous vote of the members voting favoring selection.
 - 2. If there are two or more applicants, the Director of Community Education and member of the Board of Education shall make a recommendation, based on qualifications and the interview, to the full Board of Education at their next regular business meeting
 - 3. The Board of Education will appoint a candidate to the CSB for a three year term.

Legal References: Minn. Stat. § 123.33

Cross References:

214.1-2



Central Square Community Center Management Agreement

Addendum 4 – In-Kind Services and Supplies

The operation of Central Square as a community center requires the in-kind services of both the City of South St. Paul and Special School District 6 that are not typically charged to the operating budget. In addition to services, the City of South St. Paul Parks and Recreation Department and Special School District 6 Community Education's Senior Center share supplies with Central Square Community Center due to their respective operations and occupancy in the building. These services and supplies include:

City of South St. Paul

Administrative Services:

Director of Parks and Recreation	\$	31,754	
Recreation Supervisor 1	\$	28,638	
Recreation Supervisor 2	\$	7,159	
Secretary	\$	24,621	
Finance Department Support (budget, payroll, accounts payable/receivable, leases)	\$	13,008	

Office Equipment:

Computers & Monitors (7 stations)		\$	10,500
Printer/Photocopier/Facsimile Machine (1) - 50% lease shared with CSCC	\$	1,320	
Office Furniture		\$	13,000

Office Supplies:

Misc. paper, pens, paper clips, tape, etc.	\$	1,000	
Computer software incl. annual maintenance fees (RecTrac and WebTrac)	\$	3,750	\$ 30,845
Computer servers			\$ 9,000

Security:

<i>Surveillance equipment and monitoring.*</i>		\$	3,000
--	--	----	-------

Indoor Pool:

<i>Water service for indoor pool (184,000 gallons)*</i>		\$	1,150
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Misc. Facility Supplies:

Portable banquet tables (12)		\$	5,520
Portable sound system		\$	1,300
Popcorn maker/cart		\$	250

TOTAL: \$ 111,250 \$ 74,565

**Denotes essential building function for school district use & activities if Central Square was not a community center. The annual cost of these functions may or may not decrease if they were needed for school district use only.*

Special School District 6

Annual Cost	One-time Cost
-------------	---------------

Custodial Services:

<i>Daytime custodial & maintenance provided by High School*</i>	\$ 16,464
Evening dedicated custodial service (2 staff)	\$ 29,173
Annual intensive summer cleaning (2 days)	\$ 1,796

<u>Finance Department Support (accounts payable/receivable, insurance, leases)</u>	\$ 1,904
--	----------

Building Utilities & Telephones:

<i>Natural Gas*</i>	\$ 16,064
<i>Electricity*</i>	\$ 28,137
<i>Trash Removal*</i>	\$ 1,950
<i>Water/Sewer*</i>	\$ 2,452
<i>Repair Supplies*</i>	\$ 13,489
<i>Telephones & Service*</i>	

Indoor Pool: August - April

<i>Certified Pool Operator (custodial staff)*</i>	\$ 688
---	--------

<u>Parking Lot and Grounds Maintenance*</u>	\$ 6,740
---	----------

Gymnastics Apparatus:

<i>Uneven bars (2)*</i>	\$ 6,000
<i>Beams (3)*</i>	\$ 9,000
<i>Vault*</i>	\$ 5,000
<i>Spring Floor*</i>	\$ 9,000
<i>Misc. Mats (cost share with CSCC)*</i>	\$ 6,000
<i>Sumble Trak (50% owned by CSCC)</i>	\$ 2,000

Senior Center Equipment:

Card tables	\$ 400
Folding chairs	\$ 400
Coffee Maker	\$ 100
Little Gift Shop Furnishings	\$ 500

Misc. Facility Supplies:

<i>Annual Capital Expenses (average)*</i>	\$ 24,250
<i>Portable bleachers*</i>	

TOTAL: \$ 143,107 \$ 38,400

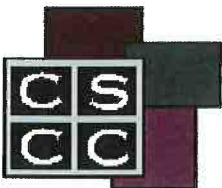
Denotes essential building function for school district use & activities if Central Square was not a community center. The annual cost of these functions may or may not decrease if they were needed for school district use only.

Leased Space

If Central Square Community Center was leased as a private/exclusive space, the value would be:

6,000 sq. feet @ \$8.53/ft. = \$136,480 (May, 2014 value)

Central Square Community Center Management Agreement
Addendum 5 – CSCC Room Rental Policy



Central Square Community Center
Room Rental Policy

To reserve a meeting or activity room at Central Square Community Center you may inquire in person at the front desk or call (651) 306-3690 Monday through Friday from 8 a.m. to 4:30 p.m. Rooms can only be rented when the building is open and when rooms are available, up to three months in advance. The hours of the facility are as follows:

From September to May:

Monday-Friday	5:30 a.m. - 9:30 p.m.
Saturday	7 a.m. – 7 p.m.
Sunday	11 a.m. – 7 p.m.

From June to August:

Monday-Friday	5:30 a.m. – 8:30 p.m.
Saturday	7 a.m. – 5 p.m.
Sunday	11 a.m. – 5 p.m.

Charges

There is no charge for South St. Paul non-profit groups: school functions, city uses, fraternal organizations, civic groups, youth organizations, and churches. Groups that are classified under the aforementioned non-profit group list are allowed a maximum of two free rental periods per month, Monday – Thursday. If more than two rentals per month are requested or for Friday, Saturday, or Sunday rentals South St. Paul business and resident rates will apply for non-profit groups (see below).

The rate* for South St. Paul businesses and residents for all other uses is:

\$18 an hour for Centennial Room North or South (\$36/hour for the entire room)

\$15 an hour for Activity Room A, B, or C (\$45/hour for the entire room)

The rate* for Non-Resident businesses and patrons is:

\$30 an hour for Centennial Room North or South (\$60/hour for the entire room)

\$20 an hour for Activity Room A, B, or C (\$60/hour for the entire room)

Rentals may be subject to approval by the Central Square Community Center Board.

*Extra fees may apply for cleaning or damages.

Payment

Permit application and payment must be received 72 hours before the date of the rental. Checks can be made out to the South St. Paul Parks and Recreation Department and mailed to:

Central Square Community Center

Attn: Room Rental

100 7th Ave. North

South St. Paul, MN 55075

(continued)

General Rules

Groups using the community rooms are responsible for maintaining order and are liable for any damage to Central Square Community Center property.

- Smoking and the consumption of alcoholic beverages are not permitted.
- If using the kitchen it must be cleaned thoroughly after use including counters, utensils, and sinks.
- If beverages are served, no red liquids are allowed.
- Juvenile groups must be supervised by a responsible adult, parent or guardian. A 10:1 ratio of youth to adults is recommended.
- Requests for the use of the community rooms shall be processed on a first come first served basis, although Special School District #6 and the City of South St. Paul have priority over outside groups. A group may be required to reschedule a meeting if it is in the center's best interest. Central Square Community Center will do its utmost not to interfere with scheduled meetings. If changes occur, adequate advance notice shall be given.
- Furniture and/or equipment must not be removed from the community rooms.
- Users are responsible for cleaning up after their activity and restoring furniture and equipment back to its original condition and configuration.
- User agreements are non-transferable. The contact person listed on the permit application is responsible to enforce rules during the rental period.
- Any violation of these policies may result in denial of the applicant's future use of the room.

*At their discretion, CSCC employees may order the removal of patrons and/or revoke the permit immediately.

Availability

Reservations can be made no more than three months in advance. Monday through Thursday from 3-9:30 p.m. is considered peak time. Non-profit groups are only allowed to reserve a peak time space twice a month free of charge (see "Charges" section). There are other places available to the public in the community for non-profit groups to meet such as school buildings. Contact the Special School District 6 District Office at (651) 457-9465 or the Central Square front desk for more information.

Cancellation

Rental fees are eligible for refund if the cancellation is made 72 hours or more prior to the date of rental less a \$5 cancellation fee. No refunds or credits will be given for reservations cancelled less than 72 hours in advance.

Room Descriptions

CENTENNIAL ROOM

The Centennial Room consists of one large 1,500 sq./ft. room that can be used as one room or broke down into two separate equal size rooms, the North and South. The

Centennial Room is the community showcase for the Bremmer Hall of Excellence which recognizes prominent community members.

CENTENNIAL ROOM NORTH

Set up in a classroom style setting, Centennial North contains six 4 foot tables, 20 chairs, counter space and a whiteboard. The room fits 20-30 people comfortably.

CENTENNIAL ROOM SOUTH

Set up in a conference setting, Centennial South contains a large table that holds 16-20 people with a portable whiteboard, counter space, and a sink.

ACTIVITY ROOMS

The activity room is a 1,600 sq./ft. room that can be divided into three separate equal size rooms. The primary uses of the room are for our fitness classes, Senior Center groups, and our Child Watch program. There are hard wood floors and counters in every room when divided. Each room has tables and chairs available.

ACTIVITY ROOM A

Room A has counter space and can fit 20-30 people comfortably.

ACTIVITY ROOM B

Room B has counter space and can fit 20-30 people comfortably.

ACTIVITY ROOM C

Room C has one mirrored wall, counter space and can fit 20-30 people comfortably.

Extra Amenities

Based on availability rental groups may reserve:

Portable P.A. system \$7

Overhead Projector \$6

TV/VCR/DVD \$5

Kitchen \$10 per hour with \$15 cleaning deposit (refundable)

Wireless Internet Access \$5

***Fees listed are a flat fee for the entire rental period and do not include tax.**

Approved by CSCC Board: September, 2006

Central Square Community Center Management Agreement
Addendum 6:

- 1. Membership Agreement**
- 2. Membership Terms and Conditions**
- 3. Waiver of Liability, Assumption of Risk and Indemnification**
- 4. Certificate of Property Insurance**
- 5. Certificate of Liability Insurance**



Central Square Community Center
100 7th Avenue North, South St. Paul, MN 55075
(651) 306-3690 - Fax (651) 306-3691

2/14

MEMBERSHIP AGREEMENT

Last Name _____ First _____ MI _____ Date of Birth _____ Gender _____

Address (City, State, Zip) _____

Home Phone _____ Cell Phone _____ Email Address (optional) _____

<u>Membership Term (Circle)</u>	<u>Resident</u>	<u>Year / 6 Month</u>	<u>Non-Resident:</u>	<u>Year / 6 Month</u>
<u>Fee Category (Circle):</u>	Adult Single	\$258.17 / \$142.48	Adult Single	\$357.80 / \$199.25
	Family	\$460.64 / \$258.17	Family	\$644.89 / \$355.66
<u>Prices effective 2/1/2013</u>	Youth/Senior	\$196.04 / \$111.41	Youth/Senior	\$273.17 / \$148.90
Family Membership Household – Must reside at same address: Note: There is a \$5.00 card replacement fee.				

Name (First, Last if different)	Date of Birth	Gender

By signing this Membership Agreement and Letter of Liability the signer has reviewed and concurs that all information in this agreement is correct to the best of his/her knowledge. The signee agrees to the attachments and all the terms and conditions listed on these forms. Patron acknowledges that they have read, and received a complete copy of this Agreement. Failure by patron to use facilities is not considered a surrender of the Agreement and does not relieve patron of payment of the pass fee after 14 days per the cancellation policy on attached sheet.

Actual Start Date: ____/____/____ Signature: _____ Date: ____/____/____

DRAFT AUTHORIZATION I (we) authorize the City of South St. Paul to initiate entries to debit my (our) account below for the payment of a Membership to Central Square Community Center. Requests received by the 30th of the month will have monthly payments deducted on the 15th of each month in the amount of \$_____ from the desired checking or savings account. I (we) have attached a voided check or savings deposit slip.

This authorization will remain in effect until cancelled by me in writing. If cancellation occurs before the 12-month agreement is fulfilled, I understand that I will be assessed one additional ACH monthly fee (at current membership category price) before cancellation is processed. **After the initial 12-month period is fulfilled, ACH cancellations are still required in writing however, you will not be assessed a fee.** Written cancellation must be received by the first day of the month to avoid being charged for that month's membership fee.

I understand that the ACH payment information is private and will only be used by the City for payment of Membership fees. INITIALS _____

BANK INFORMATION: (Name & Address) _____ ☐ Checking ☐ Savings

Account #: _____ Signature: _____ Date: _____

How did you hear about Central Square?

☐ Friend

☐ City Web Site

☐ City Brochure

☐ Internet Search

☐ Print Ad (Newspaper/Flyer)

☐ Other _____

SOUTH ST. PAUL CENTRAL SQUARE COMMUNITY CENTER MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

MEMBERSHIP HOLDER INFORMATION: Questions regarding the agreement at South St. Paul Central Square Community Center should be directed to the front desk (651-306-3690).

FACILITIES: The South St. Paul Central Square Community Center membership entitles you to the use of the pool during lap swim, recreation swim and family swim times, complimentary child watch (during scheduled times), and unlimited use of the Fitness Center featuring the latest in strength and cardio exercise equipment.

Individuals must be 16 years of age or older to use Fitness Center equipment. Children ages 14 and 15 who are part of a Family Membership may use the equipment when accompanied and supervised by a parent.

Persons under 18 years of age are not permitted to use the swimming pool unless there is a lifeguard present or use is in conjunction with a separately approved school activity.

MEMBERSHIP CATEGORY/RESIDENCY DEFINITIONS: **Senior** – Age 55 and over (must show proof of age); **Youth** – Ages 16-18 (must show current student ID); **Adult/Single** – Ages 18-54; **Family** – Two adults living in same household and up to four dependents under the age of 26 living at same address. **Resident rates apply** to those who provide a valid proof of residency at the time of the purchase. Non-residents employed full-time in the City of South St. Paul are eligible for resident rates after providing a current pay stub with the employer's rightful address.

MEMBERSHIP HOLDER'S RIGHT TO CANCEL: YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHIN 14 DAYS OF SIGNING THE AGREEMENT BY DELIVERING OR MAILING A WRITTEN NOTICE TO THE FACILITY. THE NOTICE MUST STATE THAT YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT AND MUST BE DELIVERED OR MAILED WITHIN 14 DAYS AFTER YOU SIGN THIS AGREEMENT. THE NOTICE MUST BE DELIVERED OR MAILED TO SOUTH ST. PAUL CENTRAL SQUARE COMMUNITY CENTER, 100 7th Avenue North, South St. Paul, Minnesota, 55075. TO EXPEDITE YOUR CANCELLATION, PLEASE INCLUDE YOUR MEMBERSHIP CARD WITH THE CANCELLATION NOTICE.

CANCELLATION OF MEMBERSHIP: The South St. Paul Central Square Community Center reserves the right to cancel the membership of any individual who violates the terms and conditions of the Membership Agreement or violates any rules or regulations of the South St. Paul Central Square Community Center.

EARLY TERMINATION : If cancellation occurs before the 12 month agreement is fulfilled, member shall be assessed one additional ACH monthly fee (at current membership category price) or a \$25 fee for those members who paid in full at time of membership purchase. Fee will be waived for military deployment only. Memberships will not be suspended for sudden illness or medical reasons. **PLEASE NOTE: ACH (automatic payment deduction) memberships do not expire. ACH members must cancel their**

**SOUTH ST. PAUL CENTRAL SQUARE COMMUNITY CENTER
WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION**

1. To the best of my knowledge, I and all family members (if Family Membership) are in good physical condition and able to use the South St. Paul Central Square Community Center's facilities. I understand and acknowledge that it is the South St. Paul Central Square Community Center's policy that all individuals participating in a fitness program should consult a physician before purchasing a membership and to abide by any limitations set by the physician.
2. I fully understand and agree that in participating in one or more of the facilities programs or services offered by South St. Paul Central Square Community Center, there is the possibility of accidental or other physical injury.
3. I understand and expressly agree that all use of the South St. Paul Central Square Community Center facilities are and shall be undertaken at my and my minor children's sole risk (if Family Membership).
4. I understand that the South St. Paul Central Square Community Center makes no implied or express representations or warranties as to the condition of the facilities. I further understand and agree that by using the South St. Paul Central Square Community Center's facilities, I expressly assume and accept any and all risk of any injuries or death that I or my minor children may suffer while using the facilities.
5. I expressly agree to waive, release and hereby discharge the South St. Paul Central Square Community Center, the City of South St. Paul and Special School District No. 6, South St. Paul, and their officers, officials, agents and employees from any claims, demands, injuries, damages, actions or causes of action, whatsoever to myself, my minor children (if Family Membership) or my property arising out of or connected with the use of any of the services, equipment and/or facilities of South St. Paul Central Square Community Center or of the property or premises where same are located.
6. I further agree on behalf of myself and my minor children (if Family Membership) to waive and release the South St. Paul Central Square Community Center, the City of South St. Paul and Special School District No. 6, South St. Paul, and their officers, officials, agents and employees from any and all liability for any economic or non-economic loss, damage, expense or injury, including death, that I or my minor children may suffer resulting from or arising out of any activity within South St. Paul Central Square Community Center which may or may not be the result of negligence, active or passive. This waiver does not include any injuries that I obtained as the result of willful, wanton, or intentional misconduct.
7. I will accept liability for injuries to or damages to the property of others arising out of or connected with the use of any of the services, equipment and/or facilities of South St. Paul Central Square Community Center or of the property or premises where same are located that has been caused by my negligence or willful, wanton, or intentional misconduct or by the negligence or willful, wanton, or intentional misconduct of my minor children (if Family Membership).
8. I further agree to defend, indemnify, and hold harmless the South St. Paul Central Square Community Center, the City of South St. Paul and Special School District No. 6, South St. Paul from any and all claims for injury or property damage resulting from my actions or the actions of my minor children (if Family Membership) arising out of or connected with the use of any of the services, equipment and/or facilities of South St. Paul Central Square Community Center or of the property or premises where same are located.

I have read this Waiver of Liability, Assumption of Risk and Indemnification fully and understand its terms. I understand and agree that I have given up rights by signing it and that I sign it freely and voluntarily without inducement.

Signature

Date

Printed Name

If youth membership:

I agree to the conditions set forth in the Waiver of Liability, Assumption of Risk and Indemnification above on behalf of myself and my minor children.

Signature of Parent/Guardian

Date

Printed Name

RRM: 108042

membership in writing (download form @southstpaul.org/parks and recreation or inquire at CSCC reception desk). **After the initial 12 month membership period is fulfilled, ACH cancellations are still required in writing, but do not incur a cancellation fee.**

ACH Payment Plan (automatic payment deduction) recipients are subject to scheduled membership rate increases. Central Square Community Center will endeavor to provide sufficient written notice.

Non-Sufficient Checks: NSF (returned checks) are subject to \$35 fee including any direct pay plans. If direct payment is not kept current, Agreement will be cancelled.

COMPLETE AGREEMENT AND APPLICABLE LAW: The terms on the reverse side and on this side constitute the full agreement between you and us, and no oral promises whatsoever will be recognized or be binding upon the South St. Paul Central Square Community Center. This Membership Agreement is governed by Minnesota law.

Parks and Recreation Department Programs: Annual memberships do not apply to or will receive a credit when registering for special events or recreational programs sponsored by South St. Paul Parks and Recreation. Any reductions of annual membership holders will be listed on the advertisement.

By signing this Membership Agreement the signer has reviewed and concurs that all information in this Agreement is correct to the best of his/her knowledge. The signer agrees to the Membership Agreement and all the terms and conditions listed on the front and reverse of this form and the Waiver of Liability, Assumption of Risk and Indemnification form, as incorporated herein. The signer acknowledges that they have read and received a complete copy of this Agreement and the Waiver of Liability, Assumption of Risk and Indemnification form. This Agreement cannot be cancelled by the signer after 14 days of commencement without paying the \$25 cancellation fee. Failure by the signer to use facilities is not considered a surrender of the Agreement and does not relieve patron of payment of the Membership fee after 14 days per the cancellation policy.

Signature

Date

Printed Name

2/14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2014

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

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

PRODUCER Kraus-Anderson Insurance 420 Gateway Boulevard Burnsville MN 55337-2790	CONTACT NAME: Certificates Department PHONE (A/C No. Ext): (952) 707-8261 FAX (A/C No.): (952) 890-0535 E-MAIL ADDRESS: Certificates@kainsurance.com
INSURED Special School District #6 104 5th Ave. South South St. Paul MN 55075	INSURER(S) AFFORDING COVERAGE INSURER A: Catlin Insurance Company Inc. INSURER B: SEM Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 14-15 Certificate REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			MN-EPP-10423-001	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC							
A	AUTOMOBILE LIABILITY			MN-CAP-10424-001	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ EXCESS LIAB	☒ OCCUR		MN-EXL-10426-001	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 7,000,000
	☐ CLAIMS-MADE		AGGREGATE \$ 7,000,000				
	DED ☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			035207.205	7/1/2014	7/1/2015	☒ WC STATUTORY LIMITS ☐ OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	N/A	E.L. EACH ACCIDENT \$ 500,000				
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				

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

RE: 100 7th Avenue South St. Paul, MN.

The Certificate Holder is an Additional Insured under the Commercial General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Central Square Community Center Attn: Chris Esser-Director of Parks & Recs 100 7th Avenue North South St. Paul, MN 55075	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jean Sundlof/ASHLEY



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

6/18/2014

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

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Kraus-Anderson Insurance 420 Gateway Boulevard Burnsville MN 55337-2790	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): (952) 707-8261 FAX (A/C, No): (952) 890-0535 E-MAIL ADDRESS: Certificates@kainsurance.com PRODUCER CUSTOMER ID:														
INSURED Special School District #6 104 5th Ave. South South St. Paul MN 55075	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Catlin Insurance Company Inc.</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Catlin Insurance Company Inc.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: 14-15 Property****REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	☒ PROPERTY		MN-EPP-10423-001	7/1/2014	7/1/2015	BUILDING	\$
	CAUSES OF LOSS	DEDUCTIBLES				PERSONAL PROPERTY	\$
		BASIC				BUSINESS INCOME	\$
		BROAD				EXTRA EXPENSE	\$
	☒ SPECIAL	CONTENTS				RENTAL VALUE	\$
		\$10,000				BLANKET BUILDING	\$
	☐ EARTHQUAKE					BLANKET PERS PROP	\$
	☐ WIND					☒ BLANKET BLDG & PP	\$ 134,297,300
	☐ FLOOD					☒ BI/EE	\$ 1,000,000
	☒ Agreed Amount					☒ Property off Premises	\$ 100,000
	☐ INLAND MARINE		TYPE OF POLICY				\$
	CAUSES OF LOSS		POLICY NUMBER				\$
	☐ NAMED PERILS						\$
							\$
	☐ CRIME						\$
	TYPE OF POLICY						\$
							\$
							\$
	☐ BOILER & MACHINERY / EQUIPMENT BREAKDOWN						\$
							\$
							\$
							\$
A	Computer/Software		MN-EPP-10423-001	7/1/2014	7/1/2015	☒ Limit	\$ 4,158,040
	Replacement Cost					☒ Deductible	\$ 1,000

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Central Square located at 100 7th Avenue South St. Paul, MN.
Building Limit - \$9,365,000.

CERTIFICATE HOLDER**CANCELLATION**

Central Square Community Center
Attn: Chris Esser-Director of Parks & Recs
100 7th Avenue North
South St. Paul, MN 55075

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

AUTHORIZED REPRESENTATIVE

Jean Sundlof/ASHLEY

Central Square Community Center Management Agreement

Addendum 7 – CSCC Purchasing Policies and Procedures

Statement of Policy

Honesty and prudence (making the best decision) are the guiding principles of procurement of goods and services with public monies. Because of the relatively small size of the Central Square Community Center (CSCC) and the wide ranging expertise required to deal with the broad variety of goods and services used by the CSCC, a centralized purchasing system is most efficient. A centralized system places great responsibility on a small number of people and it is important that clear purchasing policies and practices are followed. Smart purchasing and impeccable honesty need to be supported by sufficient documentation. Written purchasing documents properly filed and maintained serve both as an in-house information resource and provide the best evidence if the system is audited or individual purchasing decisions are questioned by outside parties. To insure that this statement of policy is implemented and to provide on-going evidence of compliance to outside parties, the following procedures have been established.

Fiscal Agent

The CSCC is a joint operation between the City of South St. Paul (City) and Special School District 6 (School District) and governed by an operational Management Agreement. The City became the fiscal agent of the operation funding for CSCC in July, 2004. The annual budget for CSCC runs on a January – December fiscal year and is approved by both the Special School District 6 School Board and City of South St. Paul City Council. Once approved, the CSCC operating budget is regularly reviewed by the CSCC Board comprised of three City and three School District appointed representatives.

Purchasing Procedures

Items approved through the annual budget process authorize approved staff to make purchases. Items not budgeted but are considered emergency or an unforeseen replacement critical to operation may be purchased if \$3,000 or less without CSCC Board approval. Items not budgeted that are not deemed: critical replacement, not considered emergency, or over \$3,000 cannot be purchased without approval by the CSCC Board.

Although not required, obtaining competing quotations for all large purchases is encouraged. However, at least two quotes must be secured and documented for all purchases of goods and services over \$5,000. If extenuating circumstances make obtaining quotes impossible or impractical, such reason will be noted on the Fiscal Agent's claim form. Examples of such circumstances include emergencies, one of a kind products, availability from only a single source, speed of delivery, and others. The CSCC

Page 2

Board will be authorized to waive this procedure when deemed appropriate. State statutes and regulations related to obtaining multiple quotations and conducting formal sealed bid purchasing procedures are hereby incorporated in this policy.

Going hand in hand with purchasing is receiving and disbursement. To create a clear record of the transaction, all invoices must be submitted with a completed verified claim form signed by an authorized employee to the Fiscal Agent before they are paid.

Consideration of local businesses

Purchasing considerations include price, quality, availability, and a variety of special concerns depending on the particular commodity or service. Because of the convenience factor and the general economic benefit to the School District and City, South St. Paul businesses will be seriously considered and selected for CSCC's purchases when it is prudent to do so.

Disbursement Procedures

The final step in purchasing procedure is receiving and disbursement. To create a clear record of the transaction, all original invoices must be submitted with a completed verified claim form signed by an authorized employee before they are paid by the Fiscal Agent. The signer is verifying, with his or her signature, the following facts:

- 1) The merchandise or service has been received in a timely manner and is acceptable;
- 2) The terms of the invoice are correct including price, discounts, and quantities;
- 3) Proper purchasing procedures have been followed;
- 4) Sales tax has been properly handled (as part of the invoice itself or a copy sent to Fiscal Agent for separate payment of the sales tax);
- 5) The expense coding properly reflects what the item is and the CSCC received the goods/services; and
- 6) Payment of the invoice will not create a budget concern outside of this policy.

Any questions on these policies and procedures should be directed to the attention of the Fiscal Agent and CSCC Board which are responsible for system oversight.

Approved by CSCC Board: March, 2008

Central Square Community Center Management Agreement

Addendum 8 – CSCC Parking Policy

CSCC Parking Policy

The physical building and surrounding areas of Central Square Community Center (CSCC) are property of Special School District 6. CSCC exists as a member-supported facility thus adequate parking should be available in the name of customer service and compliance with city code. South St. Paul High School/Secondary Building, when in session and during special events, creates added pressure to all parking lots and on-street areas adjacent to CSCC. A cooperative parking agreement between city and school district representatives was established in 2005 and amended in 2012 after the demolition a church building created more parking spaces for use by the secondary building. The following parking areas have been designated and signed for the patrons of CSCC:

- All of the north parking lot - 44 spaces total.
- 14 angled parking spaces on the east side of the 100 block of 7th Avenue North. The remaining angled parking spaces are available for school use and the general public.

There are additional on-street parking areas available on 6th Avenue North and other adjacent streets with posted restrictions not associated with CSCC.

Temporary Parking during Secondary Building Construction

Special School District 6 will temporarily be utilizing the 21 parking spaces on the north side of the north parking lot during construction commencing in 2014. “CSCC Parking Only” signs will be temporarily removed. Upon completion of construction, the signs will be re-installed and the 44 total spaces in the north parking lot will resume designation for CSCC patrons only.

Enforcement

Enforcement of the CSCC designated parking spaces in the north parking lot and 7th Avenue during school hours and events is handled through the school resource officer if the offender is believed to be associated with the school. All other enforcement is the responsibility of the South St. Paul Police Department.

Approved: 2005, Amended: August, 2012, Amended: May, 2014

Central Square Community Center Management Agreement
Addendum 9 – List of Approved
Capital Improvement Program Projects

Central Square Community Center
Capital Improvement Program*

* Special School District 6 approves an annual CIP budget as part of their Buildings & Grounds budget.

The projects listed are intended to supplement the Buildings & Grounds CIP as approved and funded by the CSCC Capital Reserve Fund.

2015

Project:	Cost:
1. Bottle filler drinking fountains	\$3,500
Total:	\$3,500

2016

Project:	Cost:
1. Entry Signage	\$4,000
2. Family Locker Room Shower	\$15,000
Total:	\$19,000

2017

Project:	Cost:
Total:	\$ -

Central Square Community Center Management Agreement
Addendum 10 – CSCC List of Current Fees and Charges

Central Square Indoor Pool (sales tax is included)					
Daily Admission (includes tax)		Youth/Sr.	Adult		
CSCC Members		Free	Free		
Resident		\$4.00	\$4.00		
Non Resident		\$4.00	\$4.00		
After Hour Rental Reservation					
1 hour rental: 0-30 guests		\$63.20			
1 hour rental: 31-60 guests		\$116.77			
1 hour rental: 61-90 guests		\$170.33			
1 hour rental: 91-120 guests		\$223.89			
Pool Rental Reservation Non Profit Groups (swim teams, schools)					
1 hour rental: 0-30 guests		\$26.18			
Central Square Memberships (sales tax is included)					
Resident/Employee Membership		Youth/Sr.	Adult	Family	
1 Time Visit		\$5.00	\$6.00	\$17.00	
10 Visit Card		\$37.49	\$53.56	\$143.55	
6 Month		\$111.41	\$142.48	\$258.17	
Annual		\$196.04	\$258.17	\$460.64	
Non-Resident Membership		Youth/Sr.	Adult	Family	
1 Time Visit		\$8.00	\$9.00	\$26.00	
10 Visit Card		\$59.99	\$83.56	\$231.39	
6 Month		\$148.90	\$199.25	\$355.66	
Annual		\$237.17	\$357.80	\$644.89	
Central Square Meeting Rooms (sales tax is included)					
Centennial Room		North	South	(rates are per hour)	
Resident (business and individuals)		\$19.28	\$19.28		
Non-Resident (business and patrons)		\$32.14	\$32.14		
Activity Rooms		Act. A	Act. B	Act. C (rates are per hour)	
Resident (business and individuals)		\$16.07	\$16.07	\$16.07	
Non-Resident (business and patrons)		\$21.43	\$21.43	\$21.43	
*(No charge for SSP non-profit, school functions, city uses, fraternal organizations, civic groups, youth organizations and churches).					
Additional Charges	Portable PA	\$7.00	Kitchen	\$10.00/hr	
	Overhead	\$6.00			
	TV/DVD	\$5.00			
	Wireless	\$5.00			

Central Square Community Center Management Agreement
Addendum 11 – CSCC Employee List and Job Descriptions

The operation of Central Square as a community center requires the hiring, supervision, and evaluation of employees that are regular, part-time. These positions are funded by the CSCC operating budget. These positions include:

Secretary (.5 FTE)
Fitness Coordinator (.5 FTE)
Building Attendants
Child Watch Attendant
Lifeguards
WSI Swim Instructors
Fitness Instructors
Personal Trainers
Gymnastics Instructors
Karate Instructor

Central Square Community Center follows the hiring practices and procedures of the City of South St. Paul. The position descriptions for CSCC part-time and temporary employees are included in this Addendum.

May, 2014

POSITION RESPONSIBILITY WRITE-UP

POSITION TITLE: SECRETARY
 DEPARTMENT: PARKS AND RECREATION
 ACCOUNTABLE TO: DIRECTOR OF PARKS AND RECREATION

Primary Objective of Position

To provide secretarial and clerical services along with supportive office management services to the Director of Park and Recreation. Aides the public in registering and provides them with appropriate information or referral.

Duties and Responsibilities

Provides secretarial service and assists the Parks and Recreation Director and Program Director in carrying out the responsibilities of the department.

To provide secretarial/receptionist/clerical services to the office of Parks and Recreation.

Responsible for typing/filing correspondence and other forms of communication for the Director of Parks and Recreation and Program Director.

Assists the public in registering for various programs, reserving facilities and utilizing other available services of the Parks and Recreation Department - - counsels with individuals to help make the best use of the facilities and programs available.

Maintains office records, completes payroll, balances deposits and performs necessary bookkeeping on a timely basis.

Produces and duplicates graphic layouts for program "flyers", informational packets and brochures.

Prepares "flyers", newsletters and brochures for appropriate distribution to seniors, adults and youth.

Inventories, secures quotations and orders paper, duplicating products and general office supplies as needed.

Records and maintains up to date records of facility usage, mailing lists, program schedules, equipment issued, and other record maintenance as assigned.

Performs secretarial/clerical/printing services to youth and adult athletic organizations within the community.

Knowledge and Skills Required

Ability to type all reports, records and correspondence in relation to the efficient operation of the Parks and Recreation Department.

Ability to effectively compose attractive layouts for department flyers and brochures.

Considerable knowledge of business, English and correspondence.

Thorough knowledge of office practices and procedures.

Quality organizational skills, with ability to prioritize work under authority of the Director.

Ability to give counsel and assistance to citizens wishing to utilize the services of the Parks and Recreation Department.

Ability to operate all office machines and computers including a Desk Top Publisher and printer.

Ability to manage office and work with independence.

Knowledge of City's organization, operations, charter, code and geography.

A high school graduate with a minimum of four years of experience in typing, computers and bookkeeping in an office environment.

Extent of Supervision of Guidance Provided

Under the direct supervision of the Director of Parks and Recreation.

Responsibility for Public Contact

Continuous and daily, in-person and on phone requiring a high degree of tact, courtesy, and good judgement.

Supervision of Others

None required.



POSITION DESCRIPTION CITY OF SOUTH ST. PAUL

POSITION TITLE: Fitness Coordinator (Part-time)
DEPARTMENT: Central Square Community Center
ACCOUNTABLE TO: Recreation Supervisor
REVISED: August 2009

SUMMARY/DUTIES OF POSITION:

The primary objective of the position is to provide instruction, coordination and evaluation of exercise and/or fitness classes, personal training, and the Central Square Community Center fitness room. The position responsibilities include, but are not limited to, planning, organizing and implementing components of exercise instruction; scheduling and coordination of fitness staff including fitness class instructors and personal trainers; care and use of all equipment and facility with emphasis on fitness and activity rooms and; provide excellent customer service to participants and members by assisting at the front desk and throughout the facility.

This is a part-time, 25-hour per week or less position restricted to a limited number of working hours. The work schedule will vary based on the needs of Central Square Community Center and scheduled events. The work schedule will involve a combination of administrative and fitness instruction/personal training duties. Fitness instruction/personal training is considered special assignment duties and are restricted to a maximum of fifteen (15) hours per week. Evening and weekend hours are to be expected.

KNOWLEDGE, SKILLS AND ABILITIES:

- Possess knowledge and ability to express directions, demonstrate skills and provide patrons with assistance in use of equipment and facilities.
- Ability to promote a positive atmosphere.
- Ability to promote, organize and direct exercise/fitness classes.
- Ability to schedule, organize and coordinate exercise/fitness instructors and personal trainers.
- Ability to communicate effectively in the English language in both verbal and written modes, including the ability to provide clear explanations and answers to inquiries.
- Ability to work independently, meet deadlines, complete tasks and routines as assigned.
- Ability to comply with verbal and written instructions and established procedures.
- Ability to set priorities, organize workload, handle multiple responsibilities and maintain attendance.
- Ability to work with employees and others in a courteous, tactful and professional manner.
- Ability to hear within normal hearing range and understand spoken English delivered at a normal conversational level.
- Possess visual acuity correctable to read common documents and perform common office tasks.
- Possess knowledge of contemporary office practices, including familiarity and operational abilities as to common office equipment, filing systems, basic accounting principals and proper telephone etiquette.
- Ability to operate a personal computer, including proficient mastery of the Microsoft Operating Systems, Microsoft Office Suite programs and other common office programs.
- Ability to prepare and input activity registrations into computer/books with accuracy.
- Ability to make accurate arithmetic calculations.

OTHER DUTIES AND RESPONSIBILITIES:

- Responsible for verifying class participation for monthly pass or drop in fee through sign-in sheets.
- Complete and submit class evaluations, as required.

- Responsible for facilitating the instruction of scheduled classes and personal trainings by assisting in the hiring and orienting of instructors and trainers and ensuring instructor coverage for all classes and personal trainings.
- Consult with Recreation Supervisor on needs for specific age groups and abilities relating to exercise class offerings, fees, and advertising.
- Responsible for the care, cleaning and maintenance of fitness room and fitness class equipment and accessories as directed by the Recreation Supervisor.
- Recommend purchases for new or replacement exercise equipment and accessories.

MINIMUM REQUIREMENTS:

- High School Diploma or equivalent with additional education or work experience in recreation or related field.
- Prior exercise/fitness instructor experience.
- First Aid and CPR certification desired.
- Certification through NDEITA desired.
- Proficiency with the Microsoft Operating Systems, Microsoft Office Suite programs and other common office programs.

WORK ENVIRONMENT

The work environment characteristics described here are intended only as illustrations of the various types of work that may be performed. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions of the job.

Work will be generally performed in an indoor, temperature controlled environment and may require prolonged periods of sittings, composing written materials and communication in person, telephone or through e-mail. This position also requires the ability and endurance to demonstrate and teach fitness classes and personal training. Attendance at various daytime, evening and other off-hour meetings may be required.

PHYSICAL DEMANDS

Sight	<i>(frequent)</i> reading reports, journals, agendas, correspondence
Speech	<i>(frequent)</i> communicating with Staff, Mayor/Council, Board and Commission members and members of the general public
Hearing	<i>(frequent)</i> answering inquiries from Staff, Mayor/Council, Board and Commission members and members of the general public
Sitting	<i>(frequent)</i> at a workstation, meetings
Walking	<i>(frequent)</i> inside office and on-site Park and Recreation facilities, both indoors and outdoors
Grasping	<i>(frequent)</i> operating writing instruments and computer mouse/keyboard
Standing	<i>(frequent)</i> instruction of fitness classes/personal training
Lifting	<i>(frequent)</i> files/office materials, exercise equipment, lift and/or move up to 50 pounds
Twisting	<i>(frequent)</i> instruction of fitness classes/personal training



POSITION DESCRIPTION CITY OF SOUTH ST. PAUL

POSITION TITLE: CSCC Building Attendant (Temporary, Seasonal or 14 hours per week less)
DEPARTMENT: Parks and Recreation
ACCOUNTABLE TO: Recreation Supervisor
CREATED: May 2009

SUMMARY/DUTIES OF POSITION:

The Central Square Community Center Building Attendant position will be responsible for the supervision, control and safe operation of the Community Center for the guests and general public. Responsibilities include enforcing rules and policies pertaining to the facility; open and close of facilities per schedule; balancing of cash register and credit card machine, securing money bag and appropriate forms each evening; input activity registrations into computer/books; complete and submit all required reports to the Parks and Recreation Department; assist guests with basic needs; and provide direction in the event of an emergency. Other duties include general maintenance, such as; emptying trash, vacuuming, and cleaning.

This is a temporary, seasonal, or 14-hour per week or less position restricted to a limited number of working days or hours. The work schedule will vary based on the needs of the department and scheduled events. Evening and weekend hours are to be expected.

KNOWLEDGE, SKILLS AND ABILITIES

- Possess knowledge of contemporary office practices, including familiarity and operational abilities as to common office equipment, filing systems, basic accounting principles and proper telephone etiquette.
- Ability to operate a personal computer, including proficient mastery of the Microsoft Operating Systems, Microsoft Office Suite programs and other common office programs.
- Ability to prepare and input activity registrations into computer/books with accuracy.
- Possess comprehensive knowledge and command of business English and an ability to proofread and edit grammar, spelling, arithmetic, vocabulary and punctuation.
- Ability to make accurate arithmetic calculations.
- Ability to communicate effectively in the English language in both verbal and written modes, including the ability to provide clear explanations and answers to inquiries.
- Ability to work independently, meet deadlines, complete tasks and routines as assigned.
- Ability to comply with verbal and written instructions and established procedures.
- Ability to set priorities, organize workload, handle multiple responsibilities and maintain attendance.
- Ability to work with employees and others in a courteous, tactful and professional manner.
- Ability to effectively utilize human relations skills and abilities in resolving disputes and problems through verbal and nonverbal communications.
- Ability to hear within normal hearing range and understand spoken English delivered at a normal conversational level.
- Possess visual acuity correctable to read common documents and perform common office tasks.

MINIMUM REQUIREMENTS

- High School Diploma or G.E.D.
- Valid driver's license.
- 18-years of age or older.
- Minimum of two years customer service experience, supervision experience desired.
- First Aid, CPR Certification and AED training desired.



POSITION DESCRIPTION CITY OF SOUTH ST. PAUL

POSITION TITLE: Child Watch Leaders - CSCC (Temporary, Seasonal, or 14 hours per week or less)
DEPARTMENT: Parks and Recreation
ACCOUNTABLE TO: Recreation Supervisor
REVISED: May 2009

SUMMARY/DUTIES OF POSITION:

The Child Watch Leader positions primary objective of the position is to provide leadership, supervision and security for children within a position setting. The position responsibilities include, but are not limited to, ensuring the care and safety of all children; enforcement of rules and policies; sign children in and out of program; supervise Child Watch area and equipment; and use a positive approach when interacting with children.

This is a temporary, seasonal, or 14-hour per week or less position restricted to a limited number of working days or hours. The work schedule will vary based on the needs of the department and scheduled events. Evening and weekend hours are to be expected.

KNOWLEDGE, SKILLS AND ABILITIES

- Possess knowledge and ability to express directions, demonstrate skills and provide communication with children and adults.
- Possess knowledge and ability to enforce rules and policies pertaining to CSCC facilities.
- Ability to promote a positive atmosphere.
- Ability to effectively deal with disciplinary problems in accordance with established procedures.
- Ability to communicate effectively in the English language in both verbal and written modes, including the ability to provide clear explanations and answers to inquiries.
- Ability to comply with verbal and written instructions and established procedures.
- Ability to set priorities, organize workload, handle multiple responsibilities and maintain attendance.
- Ability to work with employees and others in a courteous, tactful and professional manner.
- Ability to hear within normal hearing range and understand spoken English delivered at a normal conversational level.
- Possess visual acuity correctable to read common documents.

OTHER DUTIES AND RESPONSIBILITIES:

- Responsible to ensure cleanliness of Child Watch area and ensure equipment is properly stored.
- Submit all reports to the Parks and Recreation Office in a timely manner, as required.
- Changing of infants/toddlers diapers, as necessary.
- Perform other duties as assigned.

MINIMUM REQUIREMENTS

- Possess strong desire to work with children
- American Red Cross Babysitting course desired
- First Aid and CPR certification desired
- Age, education and past experience will be taken into consideration during the hiring process



POSITION DESCRIPTION CITY OF SOUTH ST. PAUL

POSITION TITLE: Lifeguard -- Central Square (Temporary, Seasonal, or 14 hours per week or less)

DEPARTMENT: Parks and Recreation

ACCOUNTABLE TO: Aquatic Supervisor and Recreation Supervisor

REVISED: May 2009

SUMMARY/DUTIES OF POSITION:

The primary objective of the position is to perform routine to skilled technical work monitoring pool activities to ensure a safe environment. The position responsibilities include, but are not limited to, ensuring the care and safety of all swimmers; enforcement of pool policies and procedures; detect and respond to pool emergencies, including water rescue and administration of first aid; maintenance and cleaning of locker rooms, pool area, and pool equipment; and, demonstrate best possible manner of conduct to promote and encourage a positive atmosphere.

This is a temporary, seasonal, or 14-hour per week or less position restricted to a limited number of working days or hours. The work schedule will vary based on the needs of the department and scheduled events. Evening and weekend hours are to be expected.

KNOWLEDGE, SKILLS AND ABILITIES:

- Possess knowledge and ability to express directions, demonstrate skills and provide patrons with assistance in use of pool facility.
- Possess knowledge and ability to enforce pool policies and procedures.
- Ability to promote a positive atmosphere.
- Ability to effectively deal with disciplinary problems in accordance with established procedures.
- Ability to communicate effectively in the English language in both verbal and written modes, including the ability to provide clear explanations and answers to inquiries.
- Ability to work independently, meet deadlines, complete tasks and routines as assigned.
- Ability to comply with verbal and written instructions and established procedures.
- Ability to set priorities, organize workload, handle multiple responsibilities and maintain attendance.
- Ability to work with employees and others in a courteous, tactful and professional manner.
- Ability to hear within normal hearing range and understand spoken English delivered at a normal conversational level.
- Possess visual acuity correctable to read common documents and perform common office tasks.

OTHER DUTIES AND RESPONSIBILITIES:

- Wear required uniform while on duty.
- Participate in pool in-service training, as required.
- Report to work 15 minutes prior to the start of session, arriving at assigned post before the first swimmer enters the pool area.
- Never leave the pool area unattended. At breaks and closing, make sure all swimmers are out of the water before leaving your post.
- Prohibit all individuals from running on the pool deck and locker rooms; do not allow horseplay or exhibition that could jeopardize the safety and welfare of patrons.
- Ensure proper swim attire (i.e. swim diapers) for infants/toddlers is adhered to, no regular diapers are allowed in pool area.

MINIMUM REQUIREMENTS:

- Current American Red Cross Certification in Lifeguarding, First Aid and CPR.
- Age, education and past experience will be taken into consideration during the hiring process.



POSITION DESCRIPTION CITY OF SOUTH ST. PAUL

POSITION TITLE: WSI Instructor (Temporary, Seasonal, or 14 hours per week or less)
DEPARTMENT: Parks and Recreation
ACCOUNTABLE TO: Aquatic Supervisor and Recreation Supervisor
REVISED: May 2009

SUMMARY/DUTIES OF POSITION:

The Central Square Community Center WSI Instructor positions primary objective is to instruct students of all ages in the American Red Cross Learn to Swim Program. The position responsibilities include ensuring the care and safety of all swimmers; enforcement of pool policies and procedures; detect and respond to pool emergencies, including water rescue and administration of first aid; and use a positive approach to teaching, provide feedback both individually and in a group setting.

This is a temporary, seasonal, or 14-hour per week or less position restricted to a limited number of working days or hours. The work schedule will vary based on the needs of the department and scheduled events. Evening and weekend hours are to be expected.

KNOWLEDGE, SKILLS AND ABILITIES

- Possess knowledge of skills on progression cards for each program level being taught.
- Possess knowledge and ability to express directions, demonstrate skills and provide students with support and assistance with proper techniques.
- Possess knowledge and ability to enforce pool policies and procedures.
- Ability to promote a positive atmosphere.
- Ability to effectively deal with disciplinary problems in accordance with established procedures.
- Ability to communicate effectively in the English language in both verbal and written modes, including the ability to provide clear explanations and answers to inquiries.
- Ability to work independently, meet deadlines, complete tasks and routines as assigned.
- Ability to comply with verbal and written instructions and established procedures.
- Ability to set priorities, organize workload, handle multiple responsibilities and maintain attendance.
- Ability to work with employees and others in a courteous, tactful and professional manner.
- Ability to hear within normal hearing range and understand spoken English delivered at a normal conversational level.
- Possess visual acuity correctable to read common documents and perform common office tasks.

MINIMUM REQUIREMENTS

- High School Diploma or G.E.D.
- Valid driver's license.
- 18-years of age or older.
- Current American Red Cross Certification in W.S.I.
- First Aid, CPR Certification and AED training desired.



POSITION DESCRIPTION CITY OF SOUTH ST. PAUL

POSITION TITLE: Exercise/Fitness Instructor (Temporary, Seasonal, or 14 hours per week or less)

DEPARTMENT: Parks and Recreation

ACCOUNTABLE TO: Recreation Supervisor

REVISED: May 2009

SUMMARY/DUTIES OF POSITION:

The primary objective of the position is to provide instruction, supervision and evaluation of exercise and/or fitness classes. The position responsibilities include, but are not limited to, planning, organizing and implementing components of exercise instruction; supervision of participants enrolled in the classes; care and use of all equipment and facility use, and, provide excellent customer service to participants.

This is a temporary, seasonal, or 14-hour per week or less position restricted to a limited number of working days or hours. The work schedule will vary based on the needs of the department and scheduled events. Evening and weekend hours are to be expected.

KNOWLEDGE, SKILLS AND ABILITIES:

- Possess knowledge and ability to express directions, demonstrate skills and provide patrons with assistance in use of equipment and facilities.
- Ability to promote a positive atmosphere.
- Ability to promote, organize and direct exercise/fitness classes.
- Ability to communicate effectively in the English language in both verbal and written modes, including the ability to provide clear explanations and answers to inquiries.
- Ability to work independently, meet deadlines, complete tasks and routines as assigned.
- Ability to comply with verbal and written instructions and established procedures.
- Ability to set priorities, organize workload, handle multiple responsibilities and maintain attendance.
- Ability to work with employees and others in a courteous, tactful and professional manner.
- Ability to hear within normal hearing range and understand spoken English delivered at a normal conversational level.
- Possess visual acuity correctable to read common documents and perform common office tasks.

OTHER DUTIES AND RESPONSIBILITIES:

- Responsible for verifying class participation for monthly pass or drop in fee through sign-in sheets.
- Complete and submit a class evaluation, as required.
- Consult with Program Directors on needs for specific age groups relating to exercise classes.

MINIMUM REQUIREMENTS:

- Prior exercise/fitness instructor experience.
- First Aid and CPR certification desired.
- Certification through NDEITA desired.
- Age, education and past experience will be taken into consideration during the hiring process.

POSITION DESCRIPTION CITY OF SOUTH ST. PAUL

POSITION TITLE: Personal Trainer (Seasonal/Temporary)

DEPARTMENT: CSCC/Parks and Recreation

ACCOUNTABLE TO: Recreation Supervisor

CREATED: September, 2009

SUMMARY/DUTIES OF POSITION:

The primary objective of the Personal Trainer position is to conduct fitness assessments and personal training sessions with patrons of Central Square Community Center. Position responsibilities include, but are not limited to, planning, organizing and implementing components of exercise instruction; supervision of patrons in training sessions; care and use of all equipment and facility use, and, provide excellent customer service to participants.

This is a seasonal/temporary position restricted to a limited number of working days or hours, and is subject to programming needs and city budget limitations. The work schedule will vary based on the needs of the department and scheduled events. Evening and weekend hours are to be expected.

KNOWLEDGE, SKILLS AND ABILITIES:

- Possess knowledge and ability to express directions, demonstrate skills and provide patrons with assistance and proper use of equipment and facilities.
- Ability to promote a positive atmosphere.
- Ability to provide fitness orientations.
- Ability to conduct risk assessment and health consultation requiring high level of confidentiality.
- Ability to conduct fitness assessments, design and implement individual workout programs including health and fitness goal setting.
- Ability to communicate effectively in the English language in both verbal and written modes, including the ability to provide clear explanations and answers to inquiries.
- Ability to work independently, meet deadlines, complete tasks and routines as assigned.
- Ability to comply with verbal and written instructions and established procedures.
- Ability to set priorities, organize workload, handle multiple responsibilities and maintain attendance.
- Ability to work with employees and others in a courteous, tactful and professional manner.
- Ability to hear within normal hearing range and understand spoken English delivered at a normal conversational level.
- Possess visual acuity correctable to read common documents and perform common office tasks.

OTHER DUTIES AND RESPONSIBILITIES:

- Responsible to keep detailed and accurate records of patron information.
- Complete and submit a program evaluation, as required.
- Consult with Recreation Supervisor on needs for the program of facility.

MINIMUM REQUIREMENTS:

- Prior personal training, exercise/fitness experience required.
- First Aid, CPR and AED certification required.
- Good communication skills and ability to work with people.
- 18-years of age or older.



POSITION DESCRIPTION CITY OF SOUTH ST. PAUL

POSITION TITLE: Gymnastics Instructor
DEPARTMENT: Parks and Recreation – Central Square
ACCOUNTABLE TO: Recreation Supervisor
REVISED: March 2010

SUMMARY/DUTIES OF POSITION:

The primary objective of the Gymnastic Instructor position is to provide instruction, supervision and evaluation of youth gymnastic classes. The position responsibilities include, but are not limited to, planning, organizing and implementing components of gymnastics instruction; preparation of weekly lesson plans stressing proper techniques and safety for each level of gymnastics; supervise and work with children in a group setting and on an individual basis in order to teach specific skills; responsibility to maintain and keep all equipment and facilities in good condition; responsibility for completing and submitting class evaluations; and, perform other duties as assigned.

This is a temporary/seasonal position restricted to a limited number of working days and/or hours. The work schedule will vary based on the needs of the department and scheduled events. Day, evening and weekend hours are to be expected.

KNOWLEDGE, SKILLS AND ABILITIES

- Possess knowledge and ability to express directions, demonstrate skills and provide communication with children and adults.
- Ability to promote, organize and direct gymnastic classes.
- Ability to promote a positive atmosphere.
- Ability to effectively deal with disciplinary problems in accordance with established procedures.
- Ability to communicate effectively in the English language in both verbal and written modes, including the ability to provide clear explanations and answers to inquiries.
- Ability to comply with verbal and written instructions and established procedures.
- Ability to work independently, set priorities, organize workload, handle multiple responsibilities and maintain attendance.
- Ability to work with employees and others in a courteous, tactful and professional manner.
- Ability to hear within normal hearing range and understand spoken English delivered at a normal conversational level.
- Possess visual acuity correctable to read common documents.

MINIMUM REQUIREMENTS

- Age 18 or older
- Possess strong desire and ability to work with children
- Prior teaching experience
- Ability to pass a background investigation
- First aid and CPR certification desired

Central Square Community Center Management Agreement

Addendum 12 – Administrative Support Charge and Reimbursement

For the 2013 Central Square Community Center operating budget, the City reallocated Parks/Recreation Staff time to all appropriate program budgets based on a “time-spent” analysis. Much of that time and expense of Parks/Recreation administrative staff is realized in the operation of Central Square Community Center. This allocation across several program budgets includes the administrative positions of the Director of Parks and Recreation and the two Recreation Supervisors. The allocation does not include the Secretary position and Fitness Coordinator who are two true employees dedicated only to Central Square.

To offset the annual staffing allocation budgeted expenditure for the Director of Parks and Recreation and two Recreation Supervisors, the City is providing reimbursing revenue in the form of an Administrative Support Charge that it alone will contribute to the Central Square operating budget. **This results in a net zero impact to the CSCC operating budget.**

The Memorandum to the Board of Education explaining the budgeting practice is included in this Addendum.



To: Special School District #6 School Board members

From: Josh Feldman, Finance Director
Steve King, City Administrator

Date: November 7, 2012

Re: Staffing Allocation change for the 2013 CSCC budget

The Draft 2013 CSCC budget includes a change of practice with regard to the display of Staff time expenditures generated by CSCC operations. This change implements one of the recommendations resulting from a joint review on January 3, 2011 of the CSCC Management Agreement and CSCC budgeting/Capital Improvement Project practices. The recommendation was to have the budget better reflect the *“true operating cost that both parent organizations bring to the CSCC including facility maintenance, administrative staffing, utilities, and other “in-kind” contributions defined by the Management Agreement”*. The finance officers from each parent were tasked with incorporating that approach and thus the proposed changes in the 2013 CSCC budget.

While The City has moved to include more accurate budget allocations for City Staff time consumed in operating the CSCC, it is not clear that the School District has conducted a similar review and placed similar modifications in the 2013 CSCC budget. The City certainly would invite such an approach and regard them as additional refinements serving the goal of better disclosing the true cost of operating the CSCC.

It has also come to the City's attention that the School Board may have additional questions and concerns regarding the proposed CSCC 2013 Budget format changes. This memorandum is meant to help explain the rationale for change and hopefully addresses concerns.

Background:

In 2011, City Staff initiated a cost review of staff time and internal administrative support charges for a number of City operations and programs (e.g. Utilities, Airport, Wakota Arena, Parks and Recreation, etc.). The focus was on programs and budgets that consumed City Staff time and administrative support services but which did not include appropriate corresponding expenditure line items to account for the Staff and support services received.

Several factors stimulated this review.

First, the City's continuing budget struggle to cope with erratic and substantially reduced State Aids, stagnant tax base development and the crash of property values has necessitated cuts or other modifications to existing staffing, programs and services. To make informed decisions and to weigh alternatives associated with these changes, the City Council needed a better understanding of the full and true costs of programs and services.

Second, we are in an era of increased demand for transparency and for accounting practices that better and more fully inform the general public about the actual costs of public services. One outcome of this movement has been required changes to budgeting and financial reporting methods. Assigning and appropriately reflecting complete costs in program and service budgets comports with these trends.

Third, recent history with some of our program budget sectors has led the City to more precisely assign and justify staffing and administrative support service expenditure line items. As a specific example, the City's recent efforts to find budget savings through reorganized and reduced management expenditures at Fleming Field led to charges from some quarters that the staffing and support services line item expenditures listed in our Airport budgets were insufficiently documented. As a result, there has been considerable effort to provide very clear explanations for budget expenditure lines and their rationale.

Fourth, as a shared enterprise, the CSCC will probably always generate questions and discussion about the equitable allocation of costs between the two parents. In addition, the services rendered through the CSCC will probably also always be regarded as a bit more discretionary than some of the other program activities of the parents. Good information on the true cost of operating the CSCC can help respond to questions that might arise in these regards.

The cost review study cited at the onset of this discussion and a review of best practices led City Staff to identify opportunities for improvement in how the City accounts for internal and staff time expenditures. Focusing on the Parks/Recreation Department portion of the Staff analysis, it was noted that the Department manages multiple programs and services through separate and

distinct program budgets that include expenditure line items and revenues. Prior to 2013, the City allocated all Parks/Recreation administrative staffing expense only to the Parks/Recreation Administration program budget. In contrast, however, seasonal staffing expense was delineated and specifically allocated to the individual programs that consumed those services. This inconsistent practice created fiscal and administrative challenges. It also resulted in a misleading expression of the cost for those programs and services. The CSCC was one of the programs receiving Parks/Recreation Administrative staffing without fully accounting for the expense within its budget.

As a result of the study and corresponding adjustment of accounting practices, the following principles have been incorporated into the City's budgeting practice:

1. Measuring the cost of Government Services –

- a. **Best practice recommendation** – the GFOA (Government Finance Officer Association) maintains that an identification of the cost of government services is useful for the evaluation of performance measurement, benchmarking service levels, and setting the appropriate level of user fees to pay for the service. These costs include salaries, wages, and benefits of employees while they are providing the service.
- b. **City's Adjusted Practice** – the City reallocated Parks/Recreation Staff time to appropriate program budgets based on a time spent analysis. Much of that time and expense is realized in the Central Square Community Center Budget. To offset this increase of budgeted expenditures, the City is providing new revenue in the form of an administrative services charge that it alone will contribute. **This results in a net zero impact to the CSCC budget.**

2. Transparency and comparability –

- a. **Best practice recommendation** – The City's budget has historically provided limited financial information to readers and decision makers. The City recently modified its budgeting approach and has expanded the information that is provided in the budget. GFOA recommends that the budget include this expanded information as a means to increase public understanding of the staffing levels and related responsibilities associated with each budgeted program.
- b. **City's Adjusted Practice** – the City now presents and allocates appropriate Parks/ Recreation staffing levels in the appropriate program budgets based on a 'time-spent' analysis and responsibility levels.



AGENDA ITEM: Termination of Central Square Management Agreement

ACTION TO BE CONSIDERED:

Notify Special School District #6 of our intent to terminate the Central Square Management Agreement and to turn over operations of Central Square Special School District #6 effective July 1, 2021.

OVERVIEW:

During the summer of 2020, former Parks & Recreation Director Chris Esser discussed the Central Square Management Agreement and the future operation of Central Square with the City Council and School Board. The key aspects of this report were as follows:

- ◆ Memberships at Central Square Community Center (CSCC) hit a peak in 2013 at 1,002 and had steadily declined since that date. 2019 concluded with 692 members which represented a 31% reduction from 2013. Total revenue from memberships was \$141,311 in 2019.
- ◆ Instructor-led Fitness Classes and youth programs (primarily swimming and gymnastics lessons) made up the majority of program revenue. Total revenue in this area was \$86,661 in 2019.
- ◆ The School District operates a senior center at CSCC. They contract with the city for staffing. This program is essentially revenue neutral, and both the City and the School District have expressed a commitment to maintain a strong senior program.
- ◆ Any excess of revenues over expenses went into a Capital Projects Fund. This fund would offset some costs needed to maintain the facility. Through 2019, that fund paid for \$338,866 of building, grounds, and facility equipment costs. It retained a balance of \$69,434 as of 12/31/19 and those funds can only be used on capital improvements per the Management Agreement.
- ◆ As the building owner, the School District retains priority usage over the facility to accommodate the swim teams, gymnastics, occasional usage by other sports team and Community Ed programming.
- ◆ Items such as utilities, custodial support, insurance, and supplies are provided by the School District per the Management Agreement. These costs were not reflected in the operating statements for Central Square. In 2019, the School District stated these costs were \$142,861.
- ◆ It was noted that when CSCC opened in 2002, there were few fitness opportunities in the immediate area. However, over time, more facilities were opened thereby increasing competition for the fitness dollar. As a result, membership pricing increases held the line for the previous five years (2015 – 2019). During this same time, operating costs continued to increase.

Based upon the above information, both the City Council and the School Board felt additional study was needed regarding the financial viability of CSCC. To that end, the School District conducted a citizen engagement process to focus on potential re-uses of the facility. In early 2021, School District and City staff started meeting to discuss potential options relating to the future of Central Square.

During these discussions, finances for Central Square were analyzed. It was noted that CSCC's financial statements were showing a slight profit in four of the five years from 2015 through 2019 ranging from a low of \$6,076 to a high of \$39,017 (one year had a loss of \$34,049). However, if you subtracted the City Administrative Fee revenue and factored in the School District's building operating costs that had not been included in the financial reports, the average annual subsidy for CSCC from 2015 through 2019 was \$225,940. It was also noted that that amount was likely greater as it did not include costs associated with financial oversight, IT equipment and support, and assistance from other City staff. Furthermore, it did not include the School District's capital cost to maintain the facility that averaged \$127,008 per year over this same period. (See Spreadsheet included with 3/18 Report Document Attached to this memo.)

In discussions at the staff level, various options were discussed that included revising the current Management Agreement to redistribute costs, review of past promotional efforts, and discontinuing the current Management Agreement with one of the two parents taking over the lead in the operations. The recommended approach was presented in a joint meeting of the Central Square Board, the City Council, and the School Board that was held on March 18th. The joint recommendation from the staff of the School District and the City is reflected in the Joint Statement that is contained within a report that was reviewed at this meeting (Copy Attached).

The Joint Statement recommended that the School District, as owner of the building, would take over the management and operational responsibilities of Central Square on July 1st. This recommendation also implied that the City's Park & Recreation Department would relocate from the facility and focus on traditional Parks & Recreation offerings to the community.

Considerable discussion followed regarding the merits of the recommendation, the needs of the community, and the financial challenges each entity was dealing with. The outcome of this meeting was to provide some additional time for each parent to review the information before a final decision is made.

The School District did offer the City the opportunity to take the lead at Central Square by purchasing the facility at a cost of \$1,655,000 (Dakota County's Estimated Market Value on the Property).

At the City Council Work Session held on April 12th, the consensus of the Council is that School District's continued need of the facility for swimming and gymnastics coupled with Community Ed's experience in programming and facility management made them the logical party to operate Central Square. Parks and Recreation will re-locate to City Hall, the School District will operate the Senior Center, and the City will cooperate fully in the transition process. Details regarding the continued operation of the Fitness Center will be made by the School District in the near future.

RECOMMENDED ACTION:

Provide notice to Special School District #6 that the City of South St. Paul will not continue in the Central Square Management Agreement for the next operating year (July 1, 2021 through June 30, 2022) and beginning July 1, 2021, SSPPS, as owners of the Central Square building, will take full responsibility and sole leadership for the management of the site. As part of this decision, the City also commit to the following:

- We will work with the School District to resolve operational details relating to the Senior Center, Fitness Center, and community access to the building for swimming, meetings, and other programming options and to aid in the communication of same to the public
- Move Parks & Recreation to City Hall by no later than June 30th of this year.
- Use our resources to expand traditional Parks & Recreation program offerings.
- Offer our full cooperation to the School District to assist in a smooth transition of operations.
- Work with the School District to develop an equitable asset disposition plan.

SOURCE OF FUNDS:

N/A

Central Square Community Center (CSCC) Board

Thursday, March 18, 2021

History of the Central Square Community Center (CSCC)

In March of 2000, the South St. Paul Public Schools (SSPPS) passed a bond referendum to renovate a district-owned building, Central Square. During the year and a half process, over \$1.7 million referendum-approved dollars were spent to renovate over 7,000 square feet of space and construct an additional 3,000 square feet of new space at Central Square. Central Square Community Center (CSCC) opened its doors in February of 2002.

Joint Partnership Agreement

In July 2004, the SSPPS and the City of South St. Paul entered into a joint partnership agreement to form the Central Square Community Center (CSCC). Under the agreement, the SSP Parks and Recreation Department relocated from Wakota Arena (now known as Doug Woog Arena) to oversee the day-to-day operation of the new community center.

As a part of the joint partnership agreement a CSCC Advisory Board was established. The CSCC Advisory Board has six members; three appointed by the South St. Paul School Board and three appointed by the City Council. The CSCC Advisory Board meets five times a year and has the authority and obligation to manage and operate Central Square's educational and recreational activities on behalf of the parties in accordance with the terms and conditions of the agreement.

Financial and Program Overview

The core operation of the CSCC is dependent upon membership and program revenue. Membership hit a peak in 2013 at 1,002 members and has since been steadily in decline. In 2019 memberships were at 692, a 31% decrease in membership from the all-time high. Due to the current pandemic, memberships have continued to decrease. There has also been an increase in competition of local fitness centers, adding to the decrease in CSCC memberships. With the continued decrease in memberships, it is putting additional financial pressure on both the city and the school district.

With declining memberships and other financial factors, CSCC has effectively been operating at a deficit even though financial statements were generally showing slight profits (See Financial Summary 2015 - 2019 below). The deficits are due to the fact that the City's staff subsidy was shown as a revenue and the School District's expenses were not reflected at all in the financial report. When one factors in additional capital costs to maintain the facility, even greater subsidies are needed.

Financial Overview

	2015	2016	2017	2018	2019	2020
CENTRAL SQUARE FINANCIALS						
Revenues	\$368,750	\$352,077	\$341,461	\$379,125	\$367,868	\$235,334
Expenditures	\$326,862	\$321,811	\$324,875	\$413,174	\$357,382	\$260,833
NET OPERATING RESULTS	\$41,888	\$30,266	\$16,586	-\$34,049	\$10,486	-\$25,499
LESS:						
City of SSP Contribution	\$88,024	\$84,640	\$92,845	\$115,496	\$121,465	\$126,178
(Contribution included above)						
SSPPS Contribution	\$132,990	\$135,274	\$133,019	\$148,263	\$142,861	
(Contribution not included above)						
NET OPERATING RESULTS	-\$179,126	-\$189,648	-\$209,278	-\$297,808	-\$253,840	
CAPITAL COSTS						
SSPPS	\$3,150	\$63,180	\$358,938	\$130,752	\$79,024	
Central Square	\$2,871	\$24,190	\$0	\$0	\$0	
Less: CSCC Pool Contribution	-\$13,581	-\$13,581	-\$13,581	-\$6,790	-\$6,790	
SUBTOTAL	-\$7,560	\$73,789	\$345,357	\$123,962	\$72,234	
NET OPERATING AND CAPITAL COSTS	-\$171,566	-\$263,437	-\$554,635	-\$421,770	-\$326,074	

Other Community Centers

Another factor to consider when evaluating the future of Central Square Community Center is that Community Centers are expensive to operate. Additional financial support is typically needed beyond membership and program revenues to sustain operations and address capital needs. In most cases, this support is substantial.

In a cursory review of 2019 Comprehensive Annual Financial Reports of a some metro communities relative to their respective community center operations, here is a quick summary of financial results:

City	Revenues	Expenditures	Results	Comments
Shoreview	\$3,464,612	\$3,489,910	-\$25,298	Provides \$277,000 annual contribution to operations and funds all capital costs outside of this budget.
New Brighton	\$1,224,000	\$1,676,400	-\$452,400	
Brooklyn Center	\$296,169	\$582,479	-\$286,310	Capital Costs not in this budget
Inver Grove Heights	\$2,804,583	\$3,101,046	-\$296,463	Transferred in \$732,242 and \$366,259 of capital costs not reflected in this budget.
Lino Lakes				YMCA is discontinuing operations of Lino's community center citing financial challenges
Maplewood				Turned over operation of Community Center to YMCA and still provides \$198,038 in levy support for building upkeep.

Current CSCC Facility Use and Programming

South St. Paul Public Schools

- Fall Girls' Swim Team
- Winter Boys' Swim Team
- Winter Gymnastics Team
- Career and College Readiness Classroom
- Tri-District Adult Enrichment
- Community Ed.Youth Enrichment

Central Square Community Center

- Fitness Membership
- Free Childcare while using fitness center
- Open Swim (adults and families)
- Summer and Fall swim lessons
- Facility Room Rental
- Pool Rental
- 55+ Up Fitness Classes
- Senior Water Classes
- Gymnastics Classes
- Open Gymnastics
- Youth Enrichment Programs
- Karate

Senior Center

- Field Trips
- Special Events
- Activities
- Boutique
- Membership

City Parks and Recreation

- Office Space and program registration
- Summer Pool Passes

Guiding Values

With membership decline and other financial factors, the CSCC has been operating at a deficit. Leaders from both parent organizations, South St. Paul Public Schools (SSPPS) and the City of South St. Paul, are currently working through the financial and program details of their current CSCC partnership agreement. City and school district leaders are committed to:

- Maintaining a strong Senior Center Program
- Exploring options to ensure vital programming continues for the SSP community
- Be fiscally responsible to the community taxpayers

Additional Considerations to Be Addressed

- Status of Fitness Memberships
- Location of Senior Programming
- Pool and Gymnastics Usage for the Community
- Possible City Contribution to School District to offset costs associated with enabling Community Access to certain facilities (pool, others??)
- Transition Date (Anticipated to Be 7/1/21 for most components with Senior Programming likely to occur sooner)
- Disposition of Assets and Capital Funds

Joint Statement

City of South St. Paul and South St. Paul Public Schools collaborates to ensure vital Central Square programming continues for the community

In July 2004, the City of South St. Paul and South St. Paul Public Schools (SSPPS) entered into a joint partnership agreement to form the Central Square Community Center (CSCC). The CSCC has been providing services to our community for the past 17 years.

The core operation of the CSCC is dependent upon membership and program revenue. Membership hit a peak in 2013 at 1,002 members and unfortunately has since been steadily in decline. In 2019 memberships were at 692, a 31% decrease in membership from the all-time high. Due to the current pandemic, memberships have continued to decrease. There has also been an increase in competition of local fitness centers, adding to the decrease in CSCC memberships.

With continued membership decline and other financial factors, the CSCC has been operating at a financial loss. Over the past six months, city and school leaders have been working through the financial and program details of their current CSCC partnership agreement to see how they could keep the center financially viable.

With the added financial pressure being placed directly on the city and school district budgets, city and school district leaders have made the difficult decision to end their current CSCC partnership agreement. Beginning July 1, SSPPS, as owners of the Central Square building, will take full responsibility for the management of the site. As SSPPS assumes sole leadership of the site, the district is committed to the following guiding values that city and school leaders established:

- Maintaining a strong Senior Center Program
- Exploring options to ensure vital programming continues for the SSP community
- Be fiscally responsible to the community taxpayers

While the management and operation of the CSCC may look a little different, SSPPS is excited to explore options to ensure vital programming continues for the SSP community.



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Planning & Zoning
PREPARED BY: Monika Miller
AGENDA ITEM NUMBER: 8.F.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve 2026 Community Waste Abatement Grant Agreement

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Resolution 2025-135 and sign the Community Waste Abatement Grant Agreement

OVERVIEW

Dakota County Ordinance 110 requires that each community have a solid waste abatement program that is consistent with the County's Solid Waste Abatement Plan. Solid waste abatement refers to reducing the amount of material that goes into a landfill through recycling and composting, reusing items in good condition or reducing the amount of waste that is created. Communities that do not have a program that is consistent with the County's Solid Waste Abatement Plan are subject to financial penalties and are required to pay any fees associated with the County creating a compliant program for the city. The City of South St. Paul has an established recycling program that is compliant with the County's requirements. This program is run by the City's shared Recycling Coordinator Courtney Selstad who also serves the cities of West St. Paul, Mendota Heights, Sunfish Lake, and Lilydale through a Joint Powers agreement.

To reduce the burden on cities, Dakota County provides funding to cover the costs associated with a compliant solid waste abatement program through the Community Waste Abatement Grant. Each year, the Recycling Coordinator applies for funding on behalf of the five communities to cover the yearly costs of the program. The funding this grant provides pays the Recycling Coordinator's salary and allows the city to offer events such as Clean Up Day, paper shred events, and pumpkin composting at no cost to the city. Recipient communities of the grant are required to provide a 25% match for the total funding amount. This match requirement is shared amongst the 5 communities and is met using in-kind contributions.

The application for the Community Waste Abatement Grant was submitted in October and notification was received in late November that Dakota County awarded the 5 cities up to \$116,667 for community waste abatement activities in 2026. Funding cannot be distributed until all 5 cities have signed the grant agreement.

SOURCE OF FUNDS

Solid waste abatement activities are funded using Dakota County's Community Waste Abatement

Grant

ATTACHMENTS

1. Resolution 2025-135
2. 2026 Community Waste Abatement Grant Agreement

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-135

RESOLUTION APPROVING THE 2026 COMMUNITY WASTE ABATEMENT GRANT AGREEMENT

WHEREAS, Dakota County offers funding on an annual basis for cities in Dakota County for community waste abatement activities; and

WHEREAS, the cities of South St. Paul, West St. Paul, Mendota Heights, Sunfish Lake, and Lilydale have a Joint Powers Agreement for recycling coordinator services; and

WHEREAS, the recycling coordinator applied for funding for community waste abatement activities in 2026 through Dakota County's Community Waste Abatement Grant; and

WHEREAS, Dakota County has awarded West St. Paul, South St. Paul, Mendota Heights, Sunfish Lake, and Lilydale up to \$116,667 for community waste abatement activities in the 5 cities, subject to approval of the grant agreement; and

WHEREAS, the City Council has reviewed and considered the grant agreement for Community Waste Abatement funding between the City of South St. Paul (with the City of Mendota Heights acting as the fiscal agent) and Dakota County for community waste abatement activities in 2026;

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 Agreement thereby are in all respects, hereby approved and adopted.
2. That the Mayor and City Clerk are hereby authorized and directed to sign the Agreement in the name and on behalf of the City in the form hereby approved.

Adopted this 15th day of December, 2025

Deanna Werner, City Clerk

**COMMUNITY WASTE ABATEMENT
2026 GRANT AGREEMENT**

This Community Waste Abatement Grant Agreement (Agreement) is made and entered into by and between the County of Dakota, acting through its Environmental Resources Department (County) and The City of Mendota Heights (Grantee) acting on behalf of itself and for the cities of Lilydale, South Saint Paul, Sunfish Lake, and West Saint Paul.

WHEREAS, Metropolitan counties are responsible for waste management policy and programs (Minn. Stat. §115A.551); and

WHEREAS, Dakota County Solid Waste Ordinance 110 requires each municipality in the County to have a solid waste abatement program that is consistent with the Dakota County Solid Waste Management Plan (Management Plan), formally known as the solid waste master plan; and

WHEREAS, the Management Plan governs all solid waste management in the County (Minn. Stat. § 115A.46); and

WHEREAS, municipalities may not develop or implement a solid waste management activity that is inconsistent with the Management Plan (Minn. Stat. § 115A.46); and

WHEREAS, the Management Plan supports performance-based funding for municipalities to develop and implement waste abatement programs, education, and outreach; and

WHEREAS, by Resolution No. 19-577 (June 18, 2019), the Dakota County Board of Commissioners approved the Community Waste Abatement Grant Program (Grant Program); and

WHEREAS, funding amounts for the Grant Program are established by the County Board each year as part of the Environmental Resources Department (Department) budget; and

WHEREAS, the cities of Mendota Heights, Lilydale, South Saint Paul, Sunfish Lake, and West Saint Paul have entered into a Joint Powers Agreement under which Mendota Heights has agreed to perform certain Grant Program activities on behalf of all of the cities; and

WHEREAS, the Grantee agrees to perform all activities described in this Agreement and Dakota County Waste Abatement Community Grant Program Exhibit 1 (Guidelines) and Exhibit 2 (Application) to the satisfaction of the County.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the County and the Grantee agree as follows:

AGREEMENT

- 1. PURPOSE.** The purpose of this Agreement is to provide grant funding to eligible municipalities to implement solid waste abatement activities as described in this Agreement and Exhibits 1 and 2.
- 2. ELIGIBILITY.** The cities of Mendota Heights, Lilydale, South Saint Paul, Sunfish Lake, and West Saint Paul are all eligible municipalities for the purposes of the Grant Program.
- 3. PARTIES.** The parties to this Agreement are the County and Grantee, collectively referred to as the “parties”.
- 4. TERM.** Notwithstanding the dates of signatures of the parties to this Agreement, this Agreement shall commence on January 1, 2026, through December 31, 2026, (grant calendar year) for the purposes of completing activities identified in Exhibit 2 and shall continue until April 1, 2027, for the purpose of reimbursement, unless earlier terminated by law or according to the provisions of this Agreement.
- 5. GRANTEE OBLIGATIONS.** The Grantee shall:
 - A. Develop, implement, and operate a local comprehensive landfill abatement program that complies with the Management Plan, Dakota County Solid Waste Ordinance 110, this Agreement, and Exhibits 1 and 2.
 - B. Fulfill all responsibilities for Base and, if applicable, for Supplemental Funding as outlined in Exhibit 1.
 - C. Report time, expense, and performance pursuant to responsibilities set forth in this Agreement using County report forms (Exhibit 2) and additional agreed-upon reporting tools provided by the County Liaison.

- 6. ELIGIBLE AND INELIGIBLE EXPENSES.** Grantee may use allocated funds only on eligible items as identified in Exhibit 1 and completed within the grant calendar year of this Agreement. Other waste abatement expenses may be eligible with prior written approval from the County Liaison.
- 7. FUNDING AMOUNT.** Grantees receive performance-based funding in part from a pass-through grant from the State. Funding amounts are contingent upon available State and County funds and reflect the funding levels approved by the County Board as part of the annual budget. Base Funding is allocated for required grant activities, including administration, residential communications, municipal facilities/parks verification and employee education, and special collections. . Optional Supplemental Funding is allocated for multiunit recycling, additional special collections, reduce/reuse activities, in-person education, event recycling, organics planning, and to meet funding gaps in eligible grant categories. The allocated funding for the Grantee shall be in the total amount not to exceed \$116,667.69, as set forth in Exhibit 2.
- 8. FISCAL AGENT.** Pursuant to the cities' Joint Powers Agreement, Mendota Heights acknowledges that it shall act as Fiscal Agent for the cities for purposes of receiving the Funding Amount, performing the landfill abatement program activities identified in Exhibit 2 and otherwise complying with the terms of this Agreement. The cities of Lilydale, South Saint Paul, Sunfish Lake, and West Saint Paul will sign this Agreement for purposes of accepting Mendota Heights' designation of Fiscal Agent to act on the cities' behalf for purposes of the Grant Program, but shall not be considered parties to this Agreement.
- 9. FUNDING MATCH.** Grantee and the cities of Lilydale, South Saint Paul, Sunfish Lake, and West Saint Paul shall provide a 25% match of the total reimbursed grant funding amount through a cash match, in-kind contribution, or combination thereof, to pay for any new or ongoing activities that are instituted by the grant (i.e., any eligible expenses, whether new or ongoing).
- 10. FUNDING SOURCE ACKNOWLEDGEMENT.** Grantee and the cities of Lilydale, South Saint Paul, Sunfish Lake, and West Saint Paul shall provide funding source credit on all print materials relating to the activities funded under this Agreement, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.
- 11. RECORDS.** The Grantee shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Grantee shall manage funds in a dedicated bank account, maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
- 12. PERFORMANCE REPORTING AND REIMBURSEMENT.** Grantees shall report performance of responsibilities set forth in this Agreement and Exhibits 1 and 2 on a report form provided by the County. Grantees may request reimbursement for eligible expenses, less revenues or other funds received, incurred in connection with the performance of activities in accordance with this Agreement and Exhibits 1 and 2 on a reimbursement form provided by the County.

Reimbursement requests must be submitted to the County Liaison by July 15 of the grant calendar year and by January 15 following the grant calendar year. The Grantee must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with this Agreement, that the Grantee has submitted complete documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

Reimbursement requests must be supported by documentation such as vendor invoices, receipts, or detailed financial reports produced using municipal accounting software, itemizing all expenses related to the grant, including salary and benefits. Any reimbursement request for multiple municipalities must separately itemize the request for reimbursement for each individual municipality.

Reimbursement request payment will not be made for activities with incomplete documentation. Complete reimbursement requests are reviewed by the County Liaison. Payment for approved reimbursement requests will be made to the Grantee within 30 calendar days of approved reimbursement request submissions. Reimbursements will be made for approved expenditures incurred within the grant calendar year. No reimbursements will be made for reimbursement requests received after February 15 following the grant calendar year.

- 13. FAILURE TO PERFORM.** Upon review of each Grantee report, the County Liaison will notify the Grantee in writing of any unsatisfactory performance. Reimbursements will be authorized only for activities performed to the satisfaction of the County within the terms of this Agreement.
- 14. AMENDMENTS.** The Dakota County Environmental Resources Director (Director) shall have the authority to approve in writing modifications to the Funding Amount as requested by the Grantee, as long as the amount payable does not exceed the total Funding Amount identified in Section 7 and so long as the proposed modifications are consistent with the Agreement and Exhibits 1 and 2. The County Liaison shall have the authority to approve in writing modifications to the Application activities and related expenses identified in Exhibit 2 up to the Funding Amount, as requested by the Grantee, so long as the proposed modifications are consistent with the Program Guidelines (Exhibit 1) and this Agreement.
- 15. PROPERTY.** Upon termination of this Agreement or unless otherwise specified, any eligible infrastructure purchased by the Grantee or by the County and provided to the Grantee to fulfill Grant obligations shall be the sole property of the Grantee.
- 16. INDEMNIFICATION.** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and Grantee. The provisions of this section shall survive the expiration or termination of this Agreement.
- 17. AUTHORIZED REPRESENTATIVES:** The following named persons are designated as the Authorized Representatives of the Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only the authority specifically granted by their respective governing boards. The parties shall provide written notification to each other of any change to the Authorized Representative. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

TO THE COUNTY

Nikki Stewart, Director, or successor
Environmental Resources Department
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE GRANTEE

Cheryl Jacobson, or successor, City Administrator
City of Mendota Heights
1101 Victoria Curve
Mendota Heights, MN 55118

- 18. LIAISONS.** To assist the parties in the day-to-day performance of this Agreement, to ensure compliance, and provide ongoing consultation, a liaison shall be designated by the County and the Grantee. The County and the Grantee shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

COUNTY LIAISON

Gena Gerard
Senior Environmental Specialist
952-891-7021
gena.gerard@co.dakota.mn.us

GRANTEE LIAISON

Courtney Selstad
Mendota Heights Recycling Coordinator
1101 Victoria Curve
Mendota Heights, MN 55118

- 19. TERMINATION, GENERAL.** Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving thirty (30) days written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other party. In addition, notification to the County or the Grantee regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.
- 20. TERMINATION BY COUNTY FOR LACK OF FUNDING.** Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to

allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the Grantee by email or facsimile is sufficient notice under this section. The County is not obligated to pay for any activities that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

21. USE OF CONTRACTORS. The Grantee may engage contractors to perform activities funded pursuant to this Agreement. However, the Grantee retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the Grantee from any of its obligations under this Agreement. If the Grantee engages any contractors to perform any part of the activities, the Grantee agrees that the contract for such services shall include the following provisions:

- A. The contractor must maintain all records and provide all reporting as required by this Agreement.
- B. The contractor must defend, indemnify, and hold harmless and save the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
- C. The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, which is attached and incorporated as Exhibit 3, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage.
- D. The contractor must be an independent contractor for the purposes of completing the contracted work.
- E. The contractor must acknowledge that the contract between the Grantee and the contractor does not create any contractual relationship between County and the contractor.
- F. The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.
- G. The contractor must use County toolkits (i.e., text, content, images) and follow the County's Waste Abatement Education and Outreach Style Guide to provide standardized messaging.

22. EMPLOYEES OF PARTIES. Any and all persons engaged in administrating the Grant Program for the County shall not be considered employees of the Grantee, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said employees while so engaged shall not be the obligation or responsibility of the Grantee.

Any and all persons engaged in the work to be performed by the Grantee arising from this Agreement shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the Grantee's employees while so engaged on any of the work arising from this Agreement shall not be the obligation or responsibility of the County.

Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of partners or joint ventures between the County and the Grantee, nor shall the County be considered or deemed an agent or representative of the Grantee, and the Grantee shall not be deemed an agent or representative of the County.

23. COMPLIANCE WITH LAWS/STANDARDS. The County and Grantee agree to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which either party is responsible, including but not limited to Minn. Stat. § 115A, which requires cities to collect recyclable materials at all facilities under their control, wherever trash is collected, and to transfer the recyclable materials to a recycler.

- 24. EXCUSED DEFAULT – FORCE MAJEURE.** Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- 25. CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE.**
- A. **In General.** All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. The rights and remedies provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 - B. **Waiver.** Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.
- 26. RECORDS RETENTION AND AUDITS.** Each party's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the other party, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. If any funds provided under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. Following termination of this Agreement, the parties must keep these records for at least six years or longer if any audit-in-progress needs a longer retention time.
- 27. MODIFICATIONS.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and Grantee.
- 28. ASSIGNMENT.** Neither party may assign any of its rights under this Agreement without the prior written consent of the other party. Consent under this section may be subject to conditions.
- 29. GOVERNMENT DATA PRACTICES.** For purposes of this Agreement, all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.
- 30. MINNESOTA LAW TO GOVERN.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota or U.S. District Court, District of Minnesota. The provisions of this section shall survive the expiration or termination of this Agreement.
- 31. MERGER.** This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
- 32. SEVERABILITY.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
- 33. ELECTRONIC SIGNATURES.** Each party agrees that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

Signature pages follow.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

FOR DAKOTA COUNTY
(I represent and warrant that I am authorized to execute this contract on behalf of Dakota County.)

By: _____
Nikki Stewart, Director
Environmental Resources Department

Date of signature: _____

Dakota County Contract #DCA23518

CITY OF MENDOTA HEIGHTS
(I represent and warrant that I am authorized by law to execute this contract and legally bind the Grantee.)

By: _____
Signature line
Printed Name: _____

Title: _____
Date of signature: _____

Attest: _____
Title: _____
Date: _____

CITY OF LILYDALE
(Accepting designation of Mendota Heights as Fiscal Agent to act on behalf of the City of Lilydale for purposes of the Community Waste Abatement Grant Agreement between Dakota County and the City of Mendota Heights.)

By: _____

Signature line

Printed Name: _____

Title: _____

Date of signature: _____

Attest: _____

Title: _____

Date: _____

CITY OF SOUTH SAINT PAUL
(Accepting designation of Mendota Heights as Fiscal Agent to act on behalf of the City of South Saint Paul for purposes of the Community Waste Abatement Grant Agreement between Dakota County and the City of Mendota Heights.)

By: _____

Signature line

Printed Name: _____

Title: _____

Date of signature: _____

Attest: _____

Title: _____

Date: _____

CITY OF SUNFISH LAKE
(Accepting designation of Mendota Heights as Fiscal Agent to act on behalf of the City of Sunfish Lake for purposes of the Community Waste Abatement Grant Agreement between Dakota County and the City of Mendota Heights.)

By: _____

Signature line

Printed Name: _____

Title: _____

Date of signature: _____

Attest: _____

Title: _____

Date: _____

CITY OF WEST SAINT PAUL
(Accepting designation of Mendota Heights as Fiscal Agent to act on behalf of the City of West Saint Paul for purposes of the Community Waste Abatement Grant Agreement between Dakota County and the City of Mendota Heights.)

By: _____

Signature line

Printed Name: _____

Title: _____

Date of signature: _____

Attest: _____

Title: _____

Date: _____

Dakota County Community Waste Abatement Grant Program 2026 Guidelines

I. Grant Overview

- A. Municipalities in Dakota County have responsibilities to establish and maintain comprehensive local waste abatement programs to support implementation of the Dakota County 2024-2044 Solid Waste Management Plan (Management Plan). Dakota County provides educational, financial, and technical assistance to municipal governments to aid local waste abatement programs. The Dakota County Community Waste Abatement Grant Program (Program) assists municipalities with waste abatement expenses.

II. Grant Eligibility

- A. Dakota County municipalities are eligible for the Program, excluding Dakota County townships and the cities of Coates, Empire, Hampton, Miesville, New Trier, Randolph, and Vermillion.
- B. Municipalities, other than those listed above, with fewer than 1,000 households are eligible for limited funding in specific categories.
- C. To be eligible for Municipal Facilities funding, municipality must have at least one municipal facility to verify or at least one employee to educate, other than the municipality's primary contact for the Program (Municipality Primary Contact).
- D. To be eligible for Multiunit Recycling funding, municipality must have multiunit residential housing.

III. Grant Funding Allocation and Match

- A. Funding amounts are determined annually by the County Board of Commissioners.
- B. Base Funding: Base Funding is allocated for required grant activities, including administration, residential communications, municipal facilities/parks verification and employee education, and special collections.
- C. Supplemental Funding: Optional Supplemental Funding is allocated for multiunit recycling, additional special collections, reduce/reuse activities, in-person education, event recycling, organics planning, and gap funding.
- D. Matching Funds: Eligible municipalities must provide a 25% match of the total reimbursed grant funding amount (Base Funding plus Supplemental Funding) through a cash match, in-kind contribution, or combination thereof, to pay for any activities that are instituted by the grant (i.e., any eligible expenses, whether new or ongoing). Any expenses that are not listed in these guidelines as Eligible Expenses are ineligible for matching funds unless pre-approved by the County Liaison.

- E. Fund Eligibility Limits and Flexibility: a fund allocation maximum is set for each Base and Supplemental Funding grant category to align funding levels with Solid Waste Management Plan priorities, diversion potential, and other criteria, as defined in the Fund Allocation document. Fund allocations may be adjusted from one category to another, up to 50% from Organics Planning to any other category, and up to 10% for all other categories, while not exceeding the total fund allocation for a given year, with prior written approval from the County Liaison.

IV. Grant Application Instructions

- A. Conduct a planning process with communications, facilities, and event recycling staff and others who will be responsible for coordination and implementation, to collectively determine that activities included in the Application and Application Budget are feasible, realistic, and achievable.
- B. Complete the Application and the Application Budget, excluding areas for reporting.
- C. Include primary contact, secondary contact, and application reviewers for each municipality participating in the grant agreement.
- D. Use whole numbers for staff hours included in Application Budget.
- E. If multiple municipalities submit one Application, the Application Budget must itemize descriptions, costs, and funding requests for each municipality. Insert additional rows as needed.
- F. Submit Application and Application Budget by October 1, 2025 to County Liaison for review. Email to: gena.gerard@co.dakota.mn.us.
- G. Finalize Application with County Liaison and collect signature of authorized representative.
- H. Submit signed Application to County Liaison for approval. Email to: gena.gerard@co.dakota.mn.us.
- I. Obtain Grant Agreement from Dakota County.
- J. Execute Grant Agreement.

V. Funding Requests

Part 1: Base Funding Request (Required)

1. Grant Administration

Required Activities:

- A. Fulfill responsibilities necessary for effective grant administration and demonstrate performance of waste abatement programs.

- B. Ensure named Municipality Primary Contact is properly trained to fulfill grant responsibilities by attending the Dakota County Recycling Ambassador course.
- C. Participate in solid waste management training to support effective implementation of grant activities, including at minimum:
 - 1. Annual RAM/SWANA conference
 - 2. Association of Recycling Managers (ARM) meetings
 - 3. Annual ARM workshop
- D. Ensure Municipality Primary Contact attends the six Program meetings hosted by Dakota County.
- E. Refer businesses, schools, multiunit properties, and other organizations to county Program Managers to coordinate all requests for resources (e.g., education, containers, labels).
- F. Provide reasonable support to implement the Solid Waste Management Plan, including but not limited to:
 - 1. Share city license list of any vape/tobacco stores with County Liaison for purposes of county education on proper used vape/battery management.
 - 2. Update local codes as appropriate to be consistent with and no less restrictive than County Ordinance 110.
- G. Demonstrate Program compliance and waste abatement metrics in mid-year and final reports that include information for all Base and Supplemental funded projects, as described in Reporting and Reimbursement below.
- H. Submit reimbursement requests by county deadlines with substantiating documentation, as described in Reporting and Reimbursement below.

Optional Activities:

- I. Participate in the annual RAM compost bin sale.

Eligible Expenses:

- A. Salary, benefits, and mileage of municipal personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Solid waste training and professional memberships to support effective implementation of Base Funding or Supplemental Funding activities.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

2. Residential Communications

Required Activities:

- A. Mail county-developed articles on each of the following themes to all residential households, with a half page minimum per topic:
 - 1. Home recycling
 - 2. Household hazardous waste management (The Recycling Zone)
 - 3. Food scraps reduction or management
 - 4. Reduce/reuse opportunities
- B. Post at least one county-developed waste abatement social media message per month using county-provided messaging (e.g., county messaging toolkit, share county media posts).
- C. Request county approval of any proposed modifications to county-developed articles or social media posts at least two weeks before the municipal deadline for printing or publishing.
- D. Stock brochure racks at city-owned/operated facilities with county-provided waste abatement print materials (i.e., What Goes Where guides, Fix-It-Clinic flyers, etc.).
- E. Expand waste abatement outreach to engage diverse/underserved residents including use county translated waste abatement messaging/materials as appropriate.
- F. Maintain waste management information on the municipal website following county guidance in coordination with the County Liaison, keeping information and links current.
- G. Serve as a resource to residents on waste abatement-related inquiries (e.g., email, phone).
- H. Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Percentage of cost for design, production, and postage for municipality newsletter devoted to waste abatement articles on topics listed in Required Activities above using county standardized messaging articles and images.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Consultant services or stipend for an individual, organization, or group to provide assistance.
- E. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

3. Municipal Facilities

Required Activities:

- A. Provide verification of best waste management practices and recycling compliance at least once annually, by visually inspecting and reporting status using the Municipal Facilities Recycling Tool.
- B. Provide county-required recycling educational messaging to each municipal employee, volunteer, tenant, and custodial/housekeeping staff who generates and sorts trash and recycling, within 30 days of hire and at least annually thereafter.
- C. Conduct in-person training on recycling requirements for municipalities with city personnel who are responsible for (a) recycling container placement and monitoring on city-owned/operated property, (b) emptying trash, recycling, and organics containers on city-owned/operated property, (c) handling event permits or facility rental applications, and (d) staffing events subject to city recycling requirements.

Optional Activities:

- D. Conduct tours of recycling, composting, or landfill facilities to educate municipal leaders and employees about the local recycling and waste management system.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Copying and printing waste abatement education materials for municipal employees and vendors, using county messaging standards.
- C. Fees for tours of recycling, composting, or landfill facilities.
- D. Interpretive services.
- E. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

4. Special Collections

Required Activities:

- A. Implement collections of all of the following materials that are challenging for residents to recycle or compost, using the method specified, with an independent collection for each city having 1,000 households or more and a co-collection for each city having fewer than 1,000 households (i.e., in collaboration with an adjacent city):
 - 1. Holiday lights: free collection for recycling during and after winter holidays

2. Mattresses and box springs: drop off discount for recycling and reuse, curbside pickup discount for recycling and reuse, or one-day collection, with reuse required for materials in good condition
 3. Paper: free collection for shredding and recycling confidential documents
 4. Pumpkins: free collection for composting after Halloween
 5. Scrap metal: free or partly-subsidized collection for recycling if city hosts a cleanup day
- B. Implement a free collection of yard signs for recycling after fall elections, as a single-city or multi-city event (i.e., in collaboration with one or more adjacent cities).
 - C. Promote all city-led special collections through social media, videos, e-news, print media, or other outreach/media channels, specifying how materials will be managed (i.e., recycling, reuse, or both).
 - D. Request and report weights, cubic yards, or number of units for each material collected, as specified on the county reporting tool.
 - E. Coordinate timing of special collections with County Liaison to prevent duplication of effort, timing overlap, conflicting messages, pricing conflicts, and confusion for residents.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities (i.e., for collection of materials listed above).
- B. Vendor services, less resident fees, to collect materials listed above with confirmed delivery to a reuse location or to a licensed recycling/organics facility, or to another facility approved by the County Liaison.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Consultant services or stipend for an individual, organization, or group to provide assistance.
- E. Equipment (e.g., grabbers) and personal protective equipment for volunteers working on collections for materials listed above.
- F. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

Part 2: Supplemental Funding Request (Optional)

5. Multiunit Recycling

Required Activities:

- A. Provide technical assistance for participants in the Dakota County Multiunit Recycling Program by:
 - 1. Conducting broad-based outreach through multiple communication channels
 - 2. Reaching out to an agreed-upon number of potential new participants and past participants in coordination with the County Liaison
 - 3. Responding to requests for assistance
 - 4. Completing needs assessments, applications, and data-collection mechanisms
 - 5. Implementing infrastructure and education plans
 - 6. Advancing site-specific solutions for increased waste diversion, waste reduction, and reuse
- B. Maintain an annually updated list of addresses and contacts for multiunit properties that are eligible for the Program, and share with Dakota County.
- C. Provide an annual mailing about Program resources to multiunit property managers and/or owners in coordination with County Liaison.

Optional Activities:

- D. Coordinate with the County Liaison to revise multiunit recycling mechanisms (e.g., business license renewals, rental license renewals, rental inspections, fire inspections, and property manager meetings) and municipal planning and construction procedures to support recycling in new or remodeled buildings (e.g., recycling chutes, adequate space), consistent with city recycling codes and county ordinances.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Consultant services or stipend for an individual, organization, or group to provide assistance.
- C. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

6. Reduce/Reuse Activities

Required Activities:

- A. Host a free drop box for donations of reusable athletic equipment if there are no permanent physical locations to reuse (e.g. donate, buy, sell, exchange) within the city.
- B. Promote existing reuse opportunities for athletic equipment, furniture, and building materials (e.g., curbside pickup, drop-off, online exchange, other), through two or more of the following: social media, videos, e-news, print media, or other outreach/media channels.
- C. Promote city-led reuse opportunities for optional materials in (H) through at least one outreach/media channel.

- D. Obtain and report weights for each material collected, donated, or exchanged, as specified on the county reporting tool.
- E. Ensure that usable leftover items are donated or reused after each city-led reuse opportunity, to the extent possible.
- F. Track and report number of people participating in all staffed reuse activities by monitoring participation using a sign-in sheet or clicker.
- G. Provide updates to the online Dakota County Reduce & Reuse Map.

Optional Activities:

- H. Implement free or low-cost reuse opportunities (e.g., swap event, collection for donation, curbside pickup discount, drop box) for materials that are challenging for residents to reuse, along with an interactive educational activity for in-person events (i.e., as described in 7A), using the best method of reuse based on data available. Preference must be given to materials and methods that meet all of the following criteria, with priority given to building materials and furniture, and a limit of one activity per city for materials that do not meet these criteria:
 - 1. Significant diversion – at least 0.5 ton per event or activity
 - 2. Fills a gap – no permanent physical location to reuse (e.g., donate, buy, sell, exchange) within the city
 - 3. Convenient and accessible – including consideration for transportation and physical barriers
 - 4. Confirmed reuse outlet and end use
 - 5. Does not duplicate, interfere, or compete with private sector services
- I. Attend Reuse Minnesota meetings.
- J. Attend Responsible Public Purchasing Council meetings.
- K. Switch to reusable dishware (e.g., washable dishes and silverware) at permanent city-owned facilities.
- L. Provide and collect reusable dishware (e.g., washable baskets, cups) at community events on city property with at least 300 attendees to reduce single-use products use.
- M. Provide assistance at Dakota County Fix-It Clinics held in the city, if applicable.
- N. Host residential reduce, reuse, or repair education classes using county messaging, ensuring all hired educators are approved in advance by the County Liaison, and reporting on outcomes by monitoring presentation attendance (e.g., sign-in sheet or head count), online webinar attendance (e.g., number of people who log on), table interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).
- O. Facilitate changes to municipality policies to increase reuse opportunities in the community (e.g., clothing drop box prohibitions, rental companies, and secondhand stores) or internal operations (e.g., office supplies, equipment).
- P. Other as approved by County Liaison (e.g., repair event or coupon).

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities described in Required and Optional Activities above).
- B. Vendor services, less resident fees, to collect materials listed above at a residential drop-off day, event, or permanent collection option (drop-off site, curbside collection) with confirmed delivery to a reuse, recycling, or organics facility.
- C. Fees for production or usage of outreach media and materials (e.g., social media, videos, e-news, printing, graphic design, advertisements, billboards, television, radio) using waste abatement standardized messaging.
- D. Reuse training and professional memberships to support effective implementation of reduction/reuse activities.
- E. Fees for county-approved professional educators and performers who help implement required education activities on topics listed above and comply with county messaging standards.
- F. Consultant services or stipend for an individual, organization, or group to provide assistance.
- G. Washable dishware to replace single-use products, as described in Optional Activities above.
- H. Dishwasher up to \$2,000 at city-owned facilities, including dishwashing carts and racks; must be Energy Star qualified.
- I. County-approved promotional items or professional services up to \$500 in value that create minimal waste and engage residents in reduce/reuse activities described above.
- J. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

7. In-Person Education

Required Activities:

- A. Provide resident waste abatement education at events or gatherings, in person or online, to educate at least 1% of the municipality's population through interactive activities between city staff and residents (e.g., ed kits, games, conversations, teaching, presentations), on all four of the following topics, with a focus on one or two topics per event; does not include display views or brochure distribution:
 - 1. Home recycling
 - 2. Residential food scraps drop site(s)
 - 3. The Recycling Zone services
 - 4. Local reduce/reuse opportunities (e.g., repair)

- B. Promote city-led education opportunities in (A) through at least one outreach/media channel.
- C. Ensure all staff and volunteers who implement In-Person Education activities are properly trained to fulfill responsibilities by attending the Dakota County Recycling Ambassador course and using current county messaging.
- D. Ensure all professional educators who implement In-Person Education activities are approved in advance by County Liaison.
- E. Use county education materials, display materials, and presentation slides.
- F. Coordinate with County Liaison for any education requests in schools, businesses, and multiunit residences.
- G. Expand waste abatement outreach to engage diverse/underserved residents including using county translated waste abatement messaging/materials as appropriate.
- H. Track and report number of people educated in person by monitoring presentation participation (e.g., sign-in sheet or head count), online webinar participation (e.g., number of people who log on), verbal tabling activity interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).

Optional Activities:

- I. Conduct tours of recycling, composting, or landfill facilities to educate residents about the local recycling and waste management system.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities (i.e., only activities described in Required and Optional Activities above; does not include brochure distribution, or any activities lacking an educational in-person or online face-to-face interaction and direct learning experience).
- B. Tablecloths, table runners, banners, signage, sign boards, stands, brochure holders, and other materials needed for engagement and education.
- C. Event, booth, and room rental fees.
- D. Fees for county-approved professional educators and performers who help implement required education activities on topics listed above and comply with county messaging standards.
- E. Fees for tours of recycling, composting, or landfill facilities.
- F. County-approved promotional items or professional services up to \$500 in value that create minimal waste and engage residents in education activities described above.
- G. Consultant services or stipend for an individual, organization, or group to provide assistance.

- H. Interpretive services.
- I. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

8. Event Recycling

Required Activities:

- A. Offer resources for recycling, back-of house organics (food scraps) collection, or both, at events, tournaments, and festivals held on city-owned property:
 - 1. Contact and assist city event coordinators to plan and implement recycling collection.
 - 2. Provide an appropriate number of co-located recycling and trash containers in strategic locations to prevent overflow, along with proper bags and signage.
 - 3. Provide required county waste abatement messaging to educate vendors, volunteers, and custodial staff about event recycling requirements.
- B. Offer resources for recycling, back-of house organics (food scraps) collection, or both, at household parties (i.e., non-city events) upon request.
- C. Update two or more municipal forms (e.g., event permit, event vendor agreement, facility rental agreement) using county model messaging to include recycling requirements for events, tournaments, and festivals, consistent with city codes and county ordinance.

Optional Activities:

- D. Add waste abatement infrastructure (i.e., recycling and organics containers, lids, labels, and signage) in municipality-controlled facilities (e.g., buildings, parks, and roadways) where containers are needed and have not yet been placed, (i.e., replacing containers is an ineligible expense) using the county-developed container purchasing checklist.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. X-frame containers, X-Frame bags for recyclables, grabbers, green five-gallon buckets, signage, promotion, and other materials necessary for successful project implementation at events.
- C. Recycling hauling services of collected materials from city events, tournaments, and festivals, with confirmed delivery to a facility licensed to manage the material.
- D. Consultant services or stipend for an individual, organization, or group to provide assistance.
- E. Recycling and organics containers or multi-stream containers, lids, lanyards, and labels/signage necessary to fulfill Optional Activities described above, consistent with the county-developed

container purchasing checklist. Trash receptacles are only eligible as part of a multi-stream container (i.e., the Program does not fund stand-alone trash containers).

- F. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

9. Organics Planning

Optional Activities:

- A. Support research and planning for residential curbside organics collection.
- B. Support research and planning for new organics drop sites.

Eligible Expenses:

- A. Salary, benefits, and mileage of municipal personnel, both permanent and temporary, while working on the planning, implementing, promoting, and reporting of eligible activities.
- B. Consultant services or stipend for an individual, organization, or group to provide assistance.
- C. Other expenses to administer grant-funded activities, with prior written approval from the County Liaison.

10. Gap Funding

Required Activities:

- A. Complete, or make progress toward completing, one or more waste abatement projects included in eligible grant categories above, for which additional funding is needed, with first priority given to filling funding gaps in Base Funding categories, second priority given to filling gaps in Supplemental Funding categories, and third priority given to conducting waste abatement activities that are not included in Base Funding or Supplemental Funding, with prior written County Liaison approval.

Eligible Expenses:

- A. Salary, benefits, and mileage for municipality personnel, both permanent and temporary, while working directly on the planning, implementing, promoting, and reporting of eligible activities.
- B. Expenses for completion of projects that are eligible, as defined in Required Activities, Optional Activities, and Eligible Expenses sections.
- C. Other expenses to administer grant-funded activities with prior written approval from the County Liaison.

VI. Ineligible Expenses

The following expenses are ineligible for funding:

- A. Expenses that are not specified as an eligible expense above, unless written approval has been obtained from the County Liaison.
- B. Expenses related to non-waste abatement waste issues (e.g., energy, water, sustainability).
- C. Expenses related to land disposal of materials, and collection and management of banned materials, trash, hazardous and household hazardous waste and business waste, unless specifically identified above (e.g., residential compact fluorescent bulb collection, multi-stream containers).
- D. Expenses related to city code amendments and enforcement (e.g., code compliance administration, inspections).
- E. Municipality-generated waste management.
- F. Infrastructure purchases (e.g., containers, bags) as part of Organics Planning.
- G. Dishwasher replacement, electrical costs, and plumbing costs related to dishwasher installation.
- H. Design/print of education and communications print materials not described above, unless prior written approval has been obtained from the County Liaison.
- I. Translation services.
- J. Out-of-state meals, travel, and lodging.
- K. Office supplies and equipment including phone charges, website host fees, and consultant fees.
- L. Installation and labor costs related to equipment purchase, service costs or plans such as extended warranties, and replacement of existing equipment such as dishwashers, refrigerators/freezers, and water filling stations.
- M. Extended leave, defined as a formal leave of absence for a special circumstance (e.g., childbirth, caring for an ill family member, health condition, military leave) approved by the city, for voluntary or mandatory (e.g., performance) reasons.

VII. Reporting and Reimbursement

Required Activities:

- A. By July 15, 2026, municipality shall submit a mid-year report and reimbursement request form for the first six months of 2025, on forms provided by the County Liaison.
- B. By January 15, 2027, municipality shall submit a final report and reimbursement request form for the last six months of 2026, on forms provided by the County Liaison.

- C. Mid-year and final reports shall include time spent on each category, and for each city if applicable, for municipality personnel, both permanent and temporary, while working directly on the planning, implementing, promoting, and reporting of eligible activities during the reimbursement period.
- D. Report and reimbursement request forms must be signed by the Authorized Representative (i.e., contract signatory) for the grant agreement, or by other designee who is independent of municipality personnel who work directly on the planning, implementing, promoting, and reporting of eligible activities.
- E. Reimbursement requests must be for eligible expenses, less revenues or other monies received, incurred in connection with the performance of grant activities.
- F. Reimbursement requests must be supported by documentation that includes expense dates, vendors, items purchased, and amounts – such as vendor invoices, receipts, or detailed financial reports produced using municipal accounting software – itemizing all expenses related to the grant, including salary and benefits, with photos of purchased containers and placement, in-person education events with tables, and special collections for recycling, organics, or reuse. Any reimbursement request for multiple municipalities must separately itemize the request for reimbursement for each individual municipality.
- G. Salary and benefits cannot exceed the total amount budgeted for salary and benefits in the Application unless reasonable justification is provided and approved by County Liaison in advance.
- H. Activities outlined in the Application and contained in the Grant Agreement represent municipality's obligations, and it is the county's expectation that the Grant Agreement will be fully implemented. Municipality must contact County Liaison to make workable adjustments as needed during the contract period and proactively address any implementation challenges as they arise.
- I. Changes to Application activities and related expenses require prior approval from the County Liaison, as described in the Grant Agreement.

Dakota County Community Waste Abatement Grant Program 2026 Application

Municipality	Mendota Heights, West St. Paul, South St. Paul, Sunfish Lake, Lilydale
Application Deadline	October 1, 2025
Funding Period	January 1, 2026 - December 31, 2026
Report and Reimbursement Request Due Dates	July 15, 2026 for January- June 2026 January 15, 2027 for July- December 2026

Authorized Representative (Contract Signatory)			
Name:	Cheryl Jacobson	City and Title:	Mendota Heights City Administrator
E-mail:	cjacobson@mendotaheightsmn.gov	Phone:	651-255-1153
Mailing Address:	1101 Victoria Curve, Mendota Heights, MN 55118		

Municipality Primary Contact			
Designated Liaison:	Courtney Selstad	City and Title:	MH Recycling Coordinator
E-mail:	cselstad@mendotaheightsmn.gov	Phone:	651-255-1347

Municipality Secondary Contact			
Mendota Heights Designated Back-up:	Meredith Lawrence	City and Title:	MH Parks & Recreation Director/Assistant Public Works Director
E-mail:	mlawrence@mendotaheightsmn.gov	Phone:	651-255-1354
West St. Paul Designated Back-up:	Eric Weiss	City and Title:	WSP Parks, Recreation and Environment Director
E-mail:	eweiss@wspmn.gov	Phone:	651-552-4138
South St. Paul Designated Back-up:	Monika Miller	City and Title:	SSP Associate Planner
E-mail:	mmann@southstpaul.org	Phone:	651-554-3273
Sunfish Lake Designated Back-up:	Christy Wilcox	City and Title:	SFL City Clerk
E-mail:	cwilcoxclerk@gmail.com	Phone:	612-718-4282
Lilydale Designated Back-up:	Mary Tollefson	City and Title:	LD City Administrator
E-mail:	cityoflilydale@comcast.net	Phone:	651-457-2316

Municipality Communications Contact			
Name:	Kelly Torkelson	City and Title:	Mendota Heights Asst. City Administrator
E-mail:	ktorkelson@mendotaheightsmn.gov	Phone:	651-255-1356
Name:	Sarah Haugen	City and Title:	West St. Paul Communications Coordinator
E-mail:	shaugen@wspmn.gov	Phone:	651-552-4139
Name:	Jacob Steiner	City and Title:	South St. Paul Communications Coordinator
E-mail:	jsteiner@southstpaul.org	Phone:	651-554-3272
Name:	Christy Wilcox	City and Title:	Sunfish Lake City Clerk

E-mail:	cwilcoxclerk@gmail.com	Phone:	612-718-4282
Name:	Mary Tollefson	City and Title:	Lilydale City Administrator
E-mail:	cityoflilydale@comcast.net	Phone:	651-457-2316
Application Reviewers			
Communications - Name:	Kelly Torkelson	City and Title:	Mendota Heights Asst. City Administrator
	Sarah Haugen		West St. Paul Communications Coordinator
	Jacob Steiner		South St. Paul Communications Coordinator
	Christy Wilcox		Sunfish Lake City Clerk
	Mary Tollefson		Lilydale City Administrator
Municipal Facilities - Name:	John Boland	City and Title:	Mendota Heights Public Works Superintendent
	Mike Tague		West St. Paul Public Works Superintendent - Parks
	Melissa Blair		South St. Paul Assistant to Public Works Director
	Christy Wilcox		Sunfish Lake City Clerk
	Mary Tollefson		Lilydale City Administrator
Event Recycling - Name:	Meredith Lawrence	City and Title:	Mendota Heights Parks and Recreation Director/Assistant Public Works Director
	Sam Murphy		West St. Paul Recreation & Engagement Manager
	Deb Griffith		South St. Paul Community Affairs Liaison
	Jim Naves		Sunfish Lake Forester
Other - Name:	Katie Bengtson	City and Title:	Mendota Heights Communications Coordinator

Budget Summary	Funding Eligibility	Funding Request
Part 1: Base Funding Request (Required) - Grant Administration - Residential Communications - Municipal Facilities - Special Collections	\$72,031.40	\$30,964.30 \$16,149.00 \$5,424.00 \$19,491.69 \$72,028.99
Part 2: Supplemental Funding Request (Optional) - Multiunit Recycling - Reduce/Reuse Activities - In-Person Education - Event Recycling - Gap Funding	\$41,074.39	\$12,398.22 \$10,664 \$7,130.00 \$5,131.00 \$5,753.58 \$41,076.80
10. Organics Planning	\$3,561.90	\$3,561.90
Total Eligible and Total Requested	\$116,667.69	\$116,667.69
Total Match/In-Kind (25%)	\$30,913.00	
Combined Total (Request+ Match)	\$147,580.69	

I. Grant Application Instructions

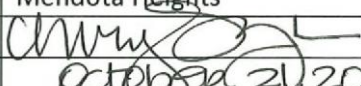
- A. Conduct a planning process with communications, facilities, and event recycling staff and others who will be responsible for coordination and implementation, to collectively determine that activities included in the Application and Application Budget are feasible, realistic, and achievable.
- B. Complete the Application and the Application Budget, excluding areas for reporting.
- C. Include primary contact, secondary contact, and application reviewers for each municipality participating in the grant agreement.
- D. Use whole numbers for staff hours included in Application Budget.
- E. If multiple municipalities submit one Application, the Application Budget must itemize descriptions, costs, and funding requests for each municipality. Insert additional rows as needed.
- F. Submit Application and Application Budget by October 1, 2025 to County Liaison for review. Email to: gena.gerard@co.dakota.mn.us.
- G. Finalize Application with County Liaison and collect signature of authorized representative.
- H. Submit signed Application to County Liaison for approval. Email to: gena.gerard@co.dakota.mn.us.
- I. Obtain Grant Agreement from Dakota County.
- J. Execute Grant Agreement.

II. Application Approval

Application for January 1, 2026- December 31, 2026

Due: October 1, 2025

Authorized Signature (Contract Signatory page 1):

I, the undersigned, certify that this application and accompanying budget was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
Authorized Representative (Contract Signatory)	Cheryl Jacobson
Title	City Administrator
City	Mendota Heights
Signature {electronic signature acceptable}	
Date	OCTOBER 21, 2025

Additional signatures for application approval:

Authorized Representative	
Title	
City	
Signature {electronic signature acceptable}	
Date	

Authorized Representative	
Title	
City	
Signature (electronic signature acceptable)	
Date	

Authorized Representative	
Title	
City	
Signature (electronic signature acceptable)	
Date	

III. Reports and Reimbursement Requests

- A. See instructions in Guidelines Section VII: Reporting and Reimbursement.
- B. Fill in actual expenses on the 2026 Community Waste Abatement Grant program Application Budget.
- C. Collect authorized signature below and submit with completed Application Budget.

Report for January 1, 2025 - June 30, 2026

Due: July 15, 2026

Authorized Signature (Contract Signatory page 1):

I, the undersigned, certify that this report and accompanying budget was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
Authorized Representative (Contract Signatory)	
Title	
Signature (electronic signature acceptable)	
Date	
Total Reimbursement Request	

Report for July 1, 2026 - December 31, 2026

Due: January 15, 2027

Authorized Signature (Contract Signatory page 1):

I, the undersigned, certify that this report and accompanying budget was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge.	
Authorized Representative (Contract Signatory)	
Title	
Signature (electronic signature acceptable)	
Date	
Total Reimbursement Request	

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
Part 1: Base Funding Request (Required)												
1. Grant Administration												
A. Fulfill responsibilities necessary for effective grant administration and demonstrate performance of waste abatement programs.	Staff time for grant administration	Courtney Selstad, Recycling Coordinator; \$57/hour	265	\$ 15,105.00	\$ -	\$ 15,105.00					\$ -	\$ 15,105.00
	Mileage for personal car travel between cities for grant related meetings and events, and to the Western Service Center for grant meetings and the pickup of grant materials; SSP: \$0.70/mile x 34=\$23.80 MH: \$0.70/mile x 45 =31.50		0	\$ -	\$ 23.80	\$ 23.80					\$ -	\$ 23.80
			0	\$ -	\$ 31.50	\$ 31.50					\$ -	\$ 31.50
B. Ensure named Municipality Primary Contact is properly trained to fulfill grant responsibilities by attending the Dakota County Recycling Ambassador course.	Complete	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
C. Participate in solid waste management training to support effective implementation of grant activities, including at minimum:												
1. Annual RAM/SWANA conference	SSP: RAM/SWANA Conference registration	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 550.00	\$ 550.00					\$ -	\$ 550.00
	Staff time for Conference	Courtney Selstad, Recycling Coordinator; \$57/hour	14	\$ 798.00	\$ -	\$ 798.00					\$ -	\$ 798.00
2. Association of Recycling Managers (ARM) meetings	WSP: ARM annual membership fee (includes workshop)	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 35.00	\$ 35.00					\$ -	\$ 35.00
	Staff time for meetings	Courtney Selstad, Recycling Coordinator; \$57/hour	12	\$ 684.00	\$ -	\$ 684.00					\$ -	\$ 684.00
3. Annual ARM workshop	No additional cost	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
	Staff time for Workshop	Courtney Selstad, Recycling Coordinator; \$57/hour	9	\$ 513.00	\$ -	\$ 513.00					\$ -	\$ 513.00
D. Ensure Municipality Primary Contact attends the six Program meetings hosted by Dakota County.	Staff time for meetings	Courtney Selstad, Recycling Coordinator; \$57/hour	15	\$ 855.00	\$ -	\$ 855.00					\$ -	\$ 855.00
E. Refer businesses, schools, multiunit properties, and other organizations to county Program Managers to coordinate all requests for resources (e.g., education, containers, labels).	No additional cost	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
F. Provide reasonable support to implement the Solid Waste Management Plan, including but not limited to:						\$ -					\$ -	\$ -
1. Share city license list of any vape/tobacco stores with County Liaison for purposes of county education on proper used vape/battery management.	Staff time for activity	Courtney Selstad, Recycling Coordinator; \$57/hour	12	\$ 684.00	\$ -	\$ 684.00					\$ -	\$ 684.00
2. Update local codes as appropriate to be consistent with and no less restrictive than County Ordinance 110.	No additional cost	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
G. Demonstrate Program compliance and waste abatement metrics in mid-year and final reports that include information for all Base and Supplemental funded projects, as described in Reporting and Reimbursement below.	Staff time for reporting	Courtney Selstad, Recycling Coordinator; \$57/hour	40	\$ 2,280.00	\$ -	\$ 2,280.00					\$ -	\$ 2,280.00
H. Submit reimbursement requests by county deadlines with substantiating documentation, as described in Reporting and Reimbursement below.	Staff time for reimbursement prep	Courtney Selstad, Recycling Coordinator; \$57/hour	160	\$ 9,120.00	\$ -	\$ 9,120.00					\$ -	\$ 9,120.00
I. Optional: Participate in the annual RAM compost bin sale.	Mendota Heights will continue to participate as a distribution partner	Courtney Selstad, Recycling Coordinator; \$57/hour	5	\$ 285.00	\$ -	\$ 285.00					\$ -	\$ 285.00
TOTAL	-	-	532	\$ 30,324.00	\$ 640.30	\$ 30,964.30	\$ -		\$ -		\$ -	\$ 30,964.30
WSP Itemized hours TOTAL	-	-	170	\$ 9,690.00							\$ -	\$ 9,690.00
SSP itemized hours TOTAL	-	-	166	\$ 9,462.00							\$ -	\$ 9,462.00
MH Itemized hours TOTAL	-	-	157	\$ 8,949.00							\$ -	\$ 8,949.00
SFL Itemized hours TOTAL	-	-	19	\$ 1,083.00							\$ -	\$ 1,083.00
LD Itemized hours TOTAL	-	-	20	\$ 1,140.00							\$ -	\$ 1,140.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
WSP Matching Funds	Supervisory time; collecting information on vape/tobacco stores	Eric Weiss, Parks, Recreation and Environment Director; \$69/hour	50	\$ 3,450.00								
SSP Matching Funds	Supervisory time; collecting information on vape/tobacco stores	Monika Miller, Associate Planner; \$51/hour	50	\$ 2,550.00								
MH Matching Funds	Supervisory time	Meredith Lawrence, Parks and Recreation Director/Assistant Public Works Director; \$66/hour	40	\$ 2,640.00								
	Public Works staff time prepping the rain barrel and compost bin distribution event	Tom Weiss, Parks Lead Maintenance Worker; \$45/hour	8	\$ 360.00								
SFL Matching Funds	Supervisory time	Christy Wilcox, City Clerk; \$50/hour	5	\$ 250.00								
LD Matching Funds	Supervisory time	Mary Tollefson, City Administrator; \$64/hour	5	\$ 320.00								
Matching Funds TOTAL			158	\$ 9,570.00								
2. Residential Communications												
A. Mail county-developed articles on each of the following themes to all residential households, with a half page minimum per topic:	WSP article mailings: \$700 for 1 full-color page which includes communications staff time, printing and postage x2 full pages per year (distribution to all 9,726 households)	Sarah Haugen, Communications Coordinator	0	\$ -	\$ 1,400.00	\$ 1,400.00					\$ -	\$ 1,400.00
	SSP article mailings: \$700 for 1 full-color page which includes communications staff time, printing and postage x2 full pages per year (distribution to all 8,456 households)	Jacob Steiner, Communications Coordinator	0	\$ -	\$ 1,400.00	\$ 1,400.00					\$ -	\$ 1,400.00
	MH article mailings: \$800 for 1 full-color page which includes communications staff time, printing and postage x2 full pages per year (distribution to all 4,822 households)	Katie Bengtson, Communications Coordinator	0	\$ -	\$ 1,600.00	\$ 1,600.00					\$ -	\$ 1,600.00
	SFL article mailings: \$350 for ½ page x 4/year, including staff time, printing and postage (distribution to all 188 households)	Christy Wilcox, City Clerk	0	\$ -	\$ 1,400.00	\$ 1,400.00					\$ -	\$ 1,400.00
	LD article mailings: \$350 for ½ page x 4/year, including staff time, printing and postage (distribution to all 567 households)	Mary Tollefson, City Administrator	0	\$ -	\$ 1,400.00	\$ 1,400.00					\$ -	\$ 1,400.00
	Staff time coordinating and tracking print articles	Courtney Selstad, Recycling Coordinator; \$57/hour	20	\$ 1,140.00	\$ -	\$ 1,140.00					\$ -	\$ 1,140.00
1. Home recycling	Included above											
2. Household hazardous waste management (The Recycling Zone)	Included above											
3. Food scraps reduction or management	Included above											
4. Reduce/reuse opportunities	Included above											

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
B. Post at least one county-developed waste abatement social media message per month using county-provided messaging (e.g., county messaging toolkit, share county media posts).	Included in Matching Funds	WSP: Sarah Haugen, Communications Coordinator SSP: Jacob Steiner, Communications Coordinator MH: Katie Bengtson, Communications Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
	Staff time coordinating and tracking social media	Courtney Selstad, Recycling Coordinator; \$57/hour	20	\$ 1,140.00	\$ -	\$ 1,140.00					\$ -	\$ 1,140.00
C. Request county approval of any proposed modifications to county-developed articles or social media posts at least two weeks before the municipal deadline for printing or publishing.	No additional cost	WSP: Sarah Haugen, Communications Coordinator SSP: Jacob Steiner, Communications Coordinator MH: Katie Bengtson, Communications Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
D. Stock brochure racks at city-owned/operated facilities with county-provided waste abatement print materials (i.e., What Goes Where guides, Fix-It-Clinic flyers, etc.).	Staff time for activity	Courtney Selstad, Recycling Coordinator; \$57/hour	10	\$ 570.00	\$ -	\$ 570.00					\$ -	\$ 570.00
E. Expand waste abatement outreach to engage diverse/underserved residents including use county translated waste abatement messaging/materials as appropriate.	Spanish speaking staff in WSP are available to help me provide information over the phone as necessary at no additional cost.	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
F. Maintain waste management information on the municipal website following county guidance in coordination with the County Liaison, keeping information and links current.	Included in Matching Funds	WSP: Sarah Haugen, Communications Coordinator SSP: Jacob Steiner, Communications Coordinator MH: Katie Bengtson, Communications Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
	Staff time coordinating website updates/changes	Courtney Selstad, Recycling Coordinator; \$57/hour	10	\$ 570.00	\$ -	\$ 570.00					\$ -	\$ 570.00
G. Serve as a resource to residents on waste abatement-related inquiries (e.g., email, phone).	Staff time communicating with residents	Courtney Selstad, Recycling Coordinator; \$57/hour	97	\$ 5,529.00	\$ -	\$ 5,529.00					\$ -	\$ 5,529.00
H. Provide funding source credit on all print materials, written as: Partially funded by Dakota County and the Minnesota Pollution Control Agency.	No additional cost	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
TOTAL	-	-	157	\$ 8,949.00	\$ 7,200.00	\$ 16,149.00	\$ -		\$ -		\$ -	\$ 16,149.00
WSP Itemized hours TOTAL	-	-	50	\$ 2,850.00							\$ -	\$ 2,850.00
SSP Itemized hours TOTAL	-	-	50	\$ 2,850.00							\$ -	\$ 2,850.00
MH Itemized hours TOTAL	-	-	45	\$ 2,565.00							\$ -	\$ 2,565.00
SFL Itemized hours TOTAL	-	-	6	\$ 342.00							\$ -	\$ 342.00
LD Itemized hours TOTAL	-	-	6	\$ 342.00							\$ -	\$ 342.00
WSP Matching Funds	Staff time posting county recycling messaging on social media and maintaining grant-related information on city website.	Sarah Haugen, Communications Coordinator; \$45/hour	30	\$ 1,350.00								

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
SSP Matching Funds	Staff time posting county recycling messaging on social media and maintaining grant-related information on city website.	Jacob Steiner, Communications Coordinator; \$40/hour	30	\$ 1,200.00								
MH Matching Funds	Staff time posting county recycling messaging on social media and maintaining grant-related information on city website.	Katie Bengtson, Communications Coordinator; \$47/hour	25	\$ 1,175.00								
SFL Matching Funds	Staff time maintaining grant-related information on city website.	Christy Wilcox, City Clerk; \$50/hour	9	\$ 450.00								
LD Matching Funds	Staff time maintaining grant-related information on city website.	Mary Tollefson, City Administrator; \$64/hour	8	\$ 512.00								
Matching Funds TOTAL			102	\$ 4,687.00								
3. Municipal Facilities												
A. Provide verification of best waste management practices and recycling compliance at least once annually, by visually inspecting and reporting status using the Municipal Facilities Recycling Tool.	Staff time performing verifications	Courtney Selstad, Recycling Coordinator; \$57/hour	83	\$ 4,731.00	\$ -	\$ 4,731.00					\$ -	\$ 4,731.00
B. Provide county-required recycling educational messaging to each municipal employee, volunteer, tenant, and custodial/housekeeping staff who generates and sorts trash and recycling, within 30 days of hire and at least annually thereafter.	Staff time to provide required messaging electronically to all parties listed in the requirements with the exception of janitorial staff in WSP and SSP who receive printed messaging of county-produced "Recycling for Persons Emptying Containers" in English and Spanish	Courtney Selstad, Recycling Coordinator; \$57/hour	5	\$ 285.00	\$ -	\$ 285.00					\$ -	\$ 285.00
C. Conduct in-person training on recycling requirements for municipalities with city personnel who are responsible for (a) recycling container placement and monitoring on city-owned/operated property, (b) emptying trash, recycling, and organics containers on city-owned/operated property, (c) handling event permits or facility rental applications, and (d) staffing events subject to city recycling requirements.	WSP Lunch n Learn pizza and lemonade for staff (focusing on staff in catagories a and b)	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 139.00	\$ 139.00					\$ -	\$ 139.00
	SSP Lunch n Learn pizza and lemonade for staff (focusing on staff in catagories a and b)	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 139.00	\$ 139.00					\$ -	\$ 139.00
	MH Lunch n Learn pizza and lemonade for staff (focusing on staff in catagories a and b)	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 130.00	\$ 130.00					\$ -	\$ 130.00
D. Optional: Conduct tours of recycling, composting, or landfill facilities to educate municipal leaders and employees about the local recycling and waste management system.	NA				\$ -	\$ -					\$ -	\$ -
TOTAL	-	-	88	\$ 5,016.00	\$ 408.00	\$ 5,424.00	\$ -		\$ -		\$ -	\$ 5,424.00
WSP Itemized hours TOTAL	-	-	30	\$ 1,710.00							\$ -	\$ 1,710.00
SSP Itemized hours TOTAL	-	-	30	\$ 1,710.00							\$ -	\$ 1,710.00
MH Itemized hours TOTAL	-	-	27	\$ 1,539.00							\$ -	\$ 1,539.00
SFL Itemized hours TOTAL	-	-	0	\$ -							\$ -	\$ -
LD Itemized hours TOTAL	-	-	1	\$ 57.00							\$ -	\$ 57.00
WSP Matching Funds	Staff time assisting with verifications.	Mike Tague, Public Works Superintendent - Parks; \$52/hour	12	\$ 624.00								
SSP Matching Funds	Staff time assisting with verifications.	Melissa Blair, Assistant to Public Works Director; \$46/hour	10	\$ 460.00								
MH Matching Funds	Staff time assisting with verifications.	Tom Weiss, Parks Lead Maintenance Worker; \$45/hour	10	\$ 450.00								
LD Matching Funds	Staff time assisting with verifications.	Mary Tollefson, City Administrator; \$64/hour	1	\$ 64.00								
Matching Funds TOTAL			33	\$ 1,598.00								

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
4. Special Collections												
A. Implement collections of all of the following materials that are challenging for residents to recycle or compost, using the method specified, with an independent collection for each city having 1,000 households or more and a co-collection for each city having fewer than 1,000 households (i.e., in collaboration with an adjacent city):												
1. Holiday lights: free collection for recycling during and after winter holidays	Mileage for collection and delivery to Recycling Zone SFL: \$0.70/mile x 44 = \$30.80	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 30.80	\$ 30.80					\$ -	\$ 30.80
	Staff time on holiday lights collection	Courtney Selstad, Recycling Coordinator; \$57/hour	24	\$ 1,368.00		\$ 1,368.00					\$ -	\$ 1,368.00
2. Mattresses and box springs: drop off discount for recycling and reuse, curbside pickup discount for recycling and reuse, or one-day collection, with reuse required for materials in good condition	WSP Mattress Collection event with Second Chance Recycling in May 2026. 160 mattresses x \$27/mattress + \$375 event fee	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 4,695.00	\$ 4,695.00					\$ -	\$ 4,695.00
	SSP mattress collection event with Second Chance Recycling in October 2026. 150 mattresses x \$27/mattress + \$375 event fee	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 4,425.00	\$ 4,425.00					\$ -	\$ 4,425.00
	MH Mattress collection event with Second Chance Recycling in September 2026. 70 mattresses x \$27/mattress + \$375 event fee	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 2,265.00	\$ 2,265.00					\$ -	\$ 2,265.00
	SFL residents can participate in WSP mattress collection event. 3 mattresses x \$27/mattress	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 81.00	\$ 81.00					\$ -	\$ 81.00
	LD residents can participate in MH mattress collection event. 3 mattresses x \$27/mattress	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 81.00	\$ 81.00					\$ -	\$ 81.00
	20 first-come first-served, curbside pickup options available for residents in any of the 5 cities, that are unable to transport their mattress to an event. Pickups performed by Second Chance Recycling.	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 540.00	\$ 540.00					\$ -	\$ 540.00
	20 mattress pickups x \$27/each (an additional 5 pickups are included in MH Gap Funding)											
	Staff time coordinating mattress collections	Courtney Selstad, Recycling Coordinator; \$57/hour	30	\$ 1,710.00		\$ 1,710.00					\$ -	\$ 1,710.00
3. Paper: free collection for shredding and recycling confidential documents	WSP paper shred event with Pioneer Secure Shred in April; 2 trucks for 3 hour event=\$2,000	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 2,000.00	\$ 2,000.00					\$ -	\$ 2,000.00
	SSP paper shred event hosted with the Wakota Federal Credit Union with Shred-It in September; 1 truck for 3 hours =\$1800/2	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 900.00	\$ 900.00					\$ -	\$ 900.00
	MH paper shred event with Pioneer Secure Shred in October; 2 trucks for 3 hour event=\$2,000	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 2,000.00	\$ 2,000.00					\$ -	\$ 2,000.00
	SFL and LD can participate in these collections at no cost to their grant budgets.	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
	Staff time coordinating paper shred events	Courtney Selstad, Recycling Coordinator; \$57/hour	29	\$ 1,653.00		\$ 1,653.00					\$ -	\$ 1,653.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
4. Pumpkins: free collection for composting after Halloween	WSP pumpkin collection with Highland Sanitation; 20yd rolloff for 2 days=\$376 + \$80/ton disposal (est. 2.8 tons)	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 600.00	\$ 600.00					\$ -	\$ 600.00
	SSP pumpkin collection with Aspen Waste; 20yd rolloff for 2 days=\$376 + \$80/ton disposal (est. 2.8 tons)	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 600.00	\$ 600.00					\$ -	\$ 600.00
	MH pumpkin collection with Aspen Waste included in Gap Funding section	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
	SFL and LD residents can participate in any of these collections at no cost.	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
	Staff time coordinating pumpkin collections	Courtney Selstad, Recycling Coordinator; \$57/hour	8	\$ 456.00		\$ 456.00					\$ -	\$ 456.00
5. Scrap metal: free or partly-subsidized collection for recycling if city hosts a cleanup day	SSP staff time organizing Clean Up Day; \$46/hour x 8 hours	Melissa Blair, SSP Assistant to the Public Works Director; \$46/hour	0	\$ -	\$ 368.00	\$ 368.00					\$ -	\$ 368.00
	40yd scrap metal rolloff net cost billed with scrap metal value deducted		0	\$ -	\$ 200.00	\$ 200.00					\$ -	\$ 200.00
B. Implement a free collection of yard signs for recycling after fall elections, as a single-city or multi-city event (i.e., in collaboration with one or more adjacent cities).	Staff time coordinating yard sign collections to be held in Mendota Heights, West St. Paul and South St. Paul	Courtney Selstad, Recycling Coordinator; \$57/hour	20	\$ 1,140.00		\$ 1,140.00					\$ -	\$ 1,140.00
	Mileage for collection and delivery to Choice Plastics LD: \$0.70/mile x 60 = \$42	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 42.00	\$ 42.00					\$ -	\$ 42.00
C. Promote all city-led special collections through social media, videos, e-news, print media, or other outreach/media channels, specifying how materials will be managed (i.e., recycling, reuse, or both).	WSP: Social media boosts for Special Collections events; cost for approximately 9,300 impressions on Meta platforms	Sarah Haugen, WSP Communications Coordinator	0	\$ -	\$ 186.00	\$ 186.00					\$ -	\$ 186.00
	City will post events to social media, city web calendars and print promotional flyers for community spaces; No additional cost	Jacob Steiner, SSP Communications Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
	City will post events to social media, city web calendars and print promotional flyers for community spaces; No additional cost	Katie Bengtson, MH Communications Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
D. Request and report weights, cubic yards, or number of units for each material collected, as specified on the county reporting tool.	Staff time reporting	Courtney Selstad, Recycling Coordinator; \$57/hour	8	\$ 456.00		\$ 456.00					\$ -	\$ 456.00
E. Coordinate timing of special collections with County Liaison to prevent duplication of effort, timing overlap, conflicting messages, pricing conflicts, and confusion for residents.	No additional cost	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
Anticipated Revenue	Residents of Mendota will be invited to participate in the shredded paper, mattress, and pumpkin collections above, City of Mendota grant funds in the amounts to the right will be used towards collection costs.	Courtney Selstad, Recycling Coordinator	-	-	\$ (140.11)	\$ (140.11)					\$ -	\$ (140.11)
	WSP mattress revenue (160 mattresses x \$15)	Courtney Selstad, Recycling Coordinator	-	-	\$ (2,400.00)	\$ (2,400.00)					\$ -	\$ (2,400.00)
	SSP mattress revenue (150 mattresses x \$15)	Courtney Selstad, Recycling Coordinator	-	-	\$ (2,250.00)	\$ (2,250.00)					\$ -	\$ (2,250.00)
	MH mattress revenue (70 mattresses x \$15)	Courtney Selstad, Recycling Coordinator	-	-	\$ (1,050.00)	\$ (1,050.00)					\$ -	\$ (1,050.00)

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
	SFL mattress revenue (3 mattresses x \$15)	Courtney Selstad, Recycling Coordinator	-	-	\$ (45.00)	\$ (45.00)					\$ -	\$ (45.00)
	LD mattress revenue (3 mattresses x \$15)	Courtney Selstad, Recycling Coordinator	-	-	\$ (45.00)	\$ (45.00)					\$ -	\$ (45.00)
	Mattress curbside pickup option income (25 pickups x \$15)	Courtney Selstad, Recycling Coordinator	-	-	\$ (375.00)	\$ (375.00)					\$ -	\$ (375.00)
TOTAL	-	-	119	\$ 6,783.00	\$ 12,708.69	\$ 19,491.69	\$ -		\$ -		\$ -	\$ 19,491.69
WSP Itemized hours TOTAL	-	-	44	\$ 2,508.00							\$ -	\$ 2,508.00
SSP Itemized hours TOTAL	-	-	36	\$ 2,052.00							\$ -	\$ 2,052.00
MH Itemized hours TOTAL	-	-	25	\$ 1,425.00							\$ -	\$ 1,425.00
SFL Itemized hours TOTAL	-	-	5	\$ 285.00							\$ -	\$ 285.00
LD Itemized hours TOTAL	-	-	9	\$ 513.00							\$ -	\$ 513.00
WSP Matching Funds	Staff time posting collection events on social media and the website	Sarah Haugen, WSP Communications Coordinator; \$45/hour	20	\$ 900.00								
	Staff time prepping collection event venues	Mike Tague, WSP PW Superintendent - Parks; \$52/hour	15	\$ 780.00								
	Staff time recruiting volunteers for collection events	Diane Erickson, WSP Volunteer Coordinator; \$41/hour	10	\$ 410.00								
SSP Matching Funds	Staff time posting collection events on social media and the website	Jacob Steiner, SSP Communications Coordinator; \$40/hour	15	\$ 600.00								
	Additional Public Works staff time prepping and working Clean-Up Day	Various SSP Public Works staff; \$50/hour	8	\$ 400.00								
	Staff time recruiting volunteers for collection events	Deb Griffith SSP Community Affairs Liaison; \$47/hour	15	\$ 705.00								
MH Matching Funds	Staff time posting collection events on social media and the website	Katie Bengtson, Communications Coordinator; \$47/hour	15	\$ 705.00								
	Staff time prepping collection event venues	Tom Weiss, Parks Lead Maintenance Worker; \$45/hour	10	\$ 450.00								
SFL Matching Funds	Staff time helping to promote collection events	Christy Wilcox, City Clerk; \$50/hour	3	\$ 150.00								
LD Matching Funds	Staff time helping to promote collection events	Mary Tollefson, City Administrator; \$64/hour	3	\$ 192.00								
Matching Funds TOTAL			114	\$ 5,292.00								
PART 1 SUBTOTAL	-	-	896	\$ 51,072.00	\$ 20,956.99	\$ 72,028.99	\$ -		\$ -		\$ -	\$ 72,028.99
Part 2: Supplemental Funding Request (Optional)												
5. Multiunit Recycling												
A. Provide technical assistance for participants in the Dakota County Multiunit Recycling Program by:												
1. Conducting broad-based outreach through multiple communication channels	Staff time reaching out by email to all past participants; Staff time creating social media outreach (to be approved by Dakota County)	Courtney Selstad, Recycling Coordinator; \$57/hour	12	\$ 684.00	\$ -	\$ 684.00					\$ -	\$ 684.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
2. Reaching out to an agreed-upon number of potential new participants and past participants in coordination with the County Liaison	Staff time reaching out to 8 property managers (3 in WSP, 3 in SSP, 1 in MH, 1 in LD) with info on recycling resources as well as asking for advice on local property management channels.	Courtney Selstad, Recycling Coordinator; \$57/hour	16	\$ 912.00	\$ -	\$ 912.00					\$ -	\$ 912.00
3. Responding to requests for assistance	Staff time fielding requests for assistance, explaining the various recycling resources to potential participants, answering general best practices questions, and follow-up communications	Courtney Selstad, Recycling Coordinator; \$57/hour	20	\$ 1,140.00	\$ -	\$ 1,140.00					\$ -	\$ 1,140.00
4. Completing needs assessments, applications, and data-collection mechanisms	Staff time on this activity	Courtney Selstad, Recycling Coordinator; \$57/hour	50	\$ 2,850.00	\$ -	\$ 2,850.00					\$ -	\$ 2,850.00
5. Implementing infrastructure and education plans	Staff time following through with participant property needs, such as gathering requested resources, setting up containers, door-to-door education and/or presentations as requested.	Courtney Selstad, Recycling Coordinator; \$57/hour	30	\$ 1,710.00	\$ -	\$ 1,710.00					\$ -	\$ 1,710.00
6. Advancing site-specific solutions for increased waste diversion, waste reduction, and reuse	Staff time responding to site-specific needs including servicing the HHW pilot project bins at least through Q2 2026 to get a full year of data	Courtney Selstad, Recycling Coordinator; \$57/hour	30	\$ 1,710.00	\$ -	\$ 1,710.00					\$ -	\$ 1,710.00
B. Maintain an annually updated list of addresses and contacts for multiunit properties that are eligible for the Program, and share with Dakota County.	Staff time on this activity	Courtney Selstad, Recycling Coordinator; \$57/hour	12	\$ 684.00	\$ -	\$ 684.00					\$ -	\$ 684.00
C. Provide an annual mailing about Program resources to multiunit property managers and/or owners in coordination with County Liaison.	WSP multiunit annual mailing to 20 HOAs and 144 rental properties. \$0.25 color copies x3/property, \$0.78 postage/property = \$1.53/property.	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 250.92	\$ 250.92					\$ -	\$ 250.92
	SSP multiunit annual mailing to 11 HOAs and 72 rental properties. \$0.25 color copies x3/property, \$0.78 postage/property = \$1.53/property	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 126.99	\$ 126.99					\$ -	\$ 126.99
	MH multiunit annual mailing to 18 HOAs and 8 rental properties. \$0.25 color copies x3/property, \$0.78 postage/property = \$1.53/property	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 39.78	\$ 39.78					\$ -	\$ 39.78
	LD multiunit annual mailing to 7 HOAs and 3 rental properties. \$0.25 color copies x3/property, \$0.78 postage/property = \$1.53/property	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 10.53	\$ 10.53					\$ -	\$ 10.53
	Staff time on this activity	Courtney Selstad, Recycling Coordinator; \$57/hour	40	\$ 2,280.00	\$ -	\$ 2,280.00					\$ -	\$ 2,280.00
D. Optional: Coordinate with the County Liaison to revise multiunit recycling mechanisms (e.g., business license renewals, rental license renewals, rental inspections, fire inspections, and property manager meetings) and municipal planning and construction procedures to support recycling in new or remodeled buildings (e.g., recycling chutes, adequate space), consistent with city recycling codes and county ordinances.	NA					\$ -					\$ -	\$ -
TOTAL	-	-	210	\$ 11,970.00	\$ 428.22	\$ 12,398.22	\$ -		\$ -		\$ -	\$ 12,398.22
WSP Itemized hours TOTAL	-	-	80	\$ 4,560.00							\$ -	\$ 4,560.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
SSP Itemized hours TOTAL	-	-	80	\$ 4,560.00							\$ -	\$ 4,560.00
MH Itemized hours TOTAL	-	-	40	\$ 2,280.00							\$ -	\$ 2,280.00
LD Itemized hours TOTAL	-	-	10	\$ 570.00							\$ -	\$ 570.00
WSP Matching Funds	Staff time referring properties to the Multiunit Grant	Zach Ludwig, WSP Housing and Code Inspector; \$48/hour	20	\$ 960.00								
	Staff time including Multiunit Grant information in rental license packets	Bryan Byrd, WSP Admin Specialist; \$42/hour	12	\$ 504.00								
SSP Matching Funds	Staff time referring properties to the Multiunit Grant and identifying new properties	Deb Griffith, SSP Community Affairs Liaison; \$47/hour	15	\$ 705.00								
		Mike Lindamood, SSP Code Enforcement Officer; \$39/hour	15	\$ 585.00								
MH Matching Funds	Staff time referring properties to the Multiunit Grant and identifying new properties	Sarah Madden, MH Community Development Manager; \$61/hour	8	\$ 488.00								
LD Matching Funds	Staff time referring properties to the Multiunit Grant	Mary Tollefson, City Administrator; \$64/hour	3	\$ 192.00								
Matching Funds TOTAL			73	\$ 3,434.00								
6. Reduce/Reuse Activities												
A. Host a free drop box for donations of reusable athletic equipment if there are no permanent physical locations to reuse (e.g. donate, buy, sell, exchange) within the city.	Staff time coordinating collections to be held for 2 weeks at MH City Hall, WSP Sports Dome and SSP Woog Arena	Courtney Selstad, Recycling Coordinator; \$57/hour	8	\$ 456.00	\$ -	\$ 456.00					\$ -	\$ 456.00
B. Promote existing reuse opportunities for athletic equipment, furniture, and building materials (e.g., curbside pickup, drop-off, online exchange, other), through two or more of the following: social media, videos, e-news, print media, or other outreach/media channels.	Staff time developing a video (to be approved by, and in consultation with, Dakota County) on reuse opportunities for furniture and building materials, intended for web/social media platforms and to play at tabling events where appropriate.	Courtney Selstad, Recycling Coordinator; \$57/hour	24	\$ 1,368.00	\$ -	\$ 1,368.00					\$ -	\$ 1,368.00
	Staff time developing a postcard (to be approved by, and in consultation with, Dakota County) on reuse opportunities for furniture and building materials to each resident	Courtney Selstad, Recycling Coordinator; \$57/hour	20	\$ 1,140.00	\$ -	\$ 1,140.00					\$ -	\$ 1,140.00
	WSP: Fee for print house to mail postcard to every household in WSP.	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 1,600.00	\$ 1,600.00					\$ -	\$ 1,600.00
	SSP: Fee for print house to mail postcard to every household in SSP	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 1,600.00	\$ 1,600.00					\$ -	\$ 1,600.00
C. Promote city-led reuse opportunities for optional materials in (H) through at least one outreach/media channel.	Staff time getting Building Materials Collection into the city newsletters and including it on WSP/SSP reuse postcard	Courtney Selstad, Recycling Coordinator; \$57/hour	4	\$ 228.00	\$ -	\$ 228.00					\$ -	\$ 228.00
D. Obtain and report weights for each material collected, donated, or exchanged, as specified on the county reporting tool.	Staff time on this activity	Courtney Selstad, Recycling Coordinator; \$57/hour	8	\$ 456.00	\$ -	\$ 456.00					\$ -	\$ 456.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
E. Ensure that usable leftover items are donated or reused after the event, to the extent possible.	No additional cost	Courtney Selstad, Recycling Coordinator	0	\$ -		\$ -					\$ -	\$ -
F. Track and report number of people participating in all staffed reuse activities by monitoring participation using a sign-in sheet or clicker.	No additional cost	Courtney Selstad, Recycling Coordinator	0	\$ -		\$ -					\$ -	\$ -
G. Provide updates to the online Dakota County Reduce & Reuse Map.	Staff time on this activity	Courtney Selstad, Recycling Coordinator; \$57/hour	8	\$ 456.00	\$ -	\$ 456.00					\$ -	\$ 456.00
H. Optional: Implement free or low-cost reuse opportunities (e.g., swap event, collection for donation, curbside pickup discount, drop box) for materials that are challenging for residents to reuse, along with an interactive educational activity for in-person events (i.e., as described in 7A), using the best method of reuse based on data available. Preference must be given to materials and methods that meet all of the following criteria, with priority given to building materials and furniture, and a limit of one activity per city for materials that do not meet these criteria: 1. Significant diversion – at least 0.5 ton per event or activity 2. Fills a gap – no permanent physical location to reuse (e.g., donate, buy, sell, exchange) within the city 3. Convenient and accessible – including consideration for transportation and physical barriers 4. Confirmed reuse outlet and end use 5. Does not duplicate, interfere, or compete with private sector services	SSP: Building Materials Collection, Q2 2026, with Better Futures. This fee includes transportation of materials, 3 Better Futures staff for unloading at the collection, and an inventory of materials collected, along with weights, provided after the event.	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 1,350.00	\$ 1,350.00					\$ -	\$ 1,350.00
	Social media boosts for Building Materials Collection; cost for approximately 8,200 impressions on Meta platforms	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 110.00	\$ 110.00					\$ -	\$ 110.00
	WSP: \$110 SSP: \$50	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 50.00	\$ 50.00					\$ -	\$ 50.00
	Staff time on Building Materials Collection	Courtney Selstad, Recycling Coordinator; \$57/hour	10	\$ 570.00	\$ -	\$ 570.00					\$ -	\$ 570.00
	MH Art & Crafts Supply Swap, Q1 2026, leftovers going to CRAFT Thrift and the MN Textile Center	Courtney Selstad, Recycling Coordinator; \$57/hour	8	\$ 456.00	\$ -	\$ 456.00					\$ -	\$ 456.00
I. Optional: Attend Reuse Minnesota meetings.	SSP: ReuseMN Individual Membership	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 50.00	\$ 50.00					\$ -	\$ 50.00
	SSP: ReuseMN Conference	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 90.00	\$ 90.00					\$ -	\$ 90.00
	Staff time at ReuseMN meetings and Conference	Courtney Selstad, Recycling Coordinator; \$57/hour	12	\$ 684.00	\$ -	\$ 684.00					\$ -	\$ 684.00
J. Optional: Attend Responsible Public Purchasing Council meetings.	NA					\$ -					\$ -	\$ -
K. Optional: Switch to reusable dishware (e.g., washable dishes and silverware) at permanent city-owned facilities.	NA					\$ -					\$ -	\$ -
L. Optional: Provide and collect reusable dishware (e.g., washable baskets, cups) at community events on city property with at least 300 attendees to reduce single-use products use.	NA					\$ -					\$ -	\$ -
M. Optional: Provide assistance at Dakota County Fix-It Clinics held in the city, if applicable.	NA					\$ -					\$ -	\$ -
N. Optional: Host residential reduce, reuse, or repair education classes using county messaging, ensuring all hired educators are approved in advance by the County Liaison, and reporting on outcomes by monitoring presentation attendance (e.g., sign-in sheet or head count), online webinar attendance (e.g., number of people who log on), table interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).	NA					\$ -					\$ -	\$ -
O. Optional: Facilitate changes to municipality policies to increase reuse opportunities in the community (e.g., clothing drop box prohibitions, rental companies, and secondhand stores) or internal operations (e.g., office supplies, equipment).	NA					\$ -					\$ -	\$ -
P. Optional: Other as approved by County Liaison (e.g., repair event or coupon).	NA					\$ -					\$ -	\$ -
TOTAL	-		102	\$ 5,814.00	\$ 4,850.00	\$ 10,664.00	\$ -		\$ -		\$ -	\$ 10,664.00
WSP Itemized hours TOTAL	-	-	40	\$ 2,280.00							\$ -	\$ 2,280.00
SSP Itemized hours TOTAL	-	-	35	\$ 1,995.00							\$ -	\$ 1,995.00
MH Itemized hours TOTAL	-	-	20	\$ 1,140.00							\$ -	\$ 1,140.00
LD Itemized hours TOTAL	-	-	7	\$ 399.00							\$ -	\$ 399.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
WSP Matching Funds	Staff time posting reuse events on social media and the website	Sarah Haugen, WSP Communications Coordinator; \$45/hour	10	\$ 450.00								
	Staff time reviewing postcard design process	Sarah Haugen, WSP Communications Coordinator; \$45/hour	5	\$ 225.00								
SSP Matching Funds	Staff time posting reuse events on social media and the website	Jacob Steiner, SSP Communications Coordinator; \$40/hour	8	\$ 320.00								
	Staff time prepping and working Building Materials Collection	Monika Miller, Associate Planner; \$51/hour	16	\$ 816.00								
MH Matching Funds	Staff time posting reuse events on social media and the website	Katie Bengtson, Communications Coordinator; \$47/hour	10	\$ 470.00								
	Staff time assisting with production of video on the reuse options for furniture and building materials		10	\$ 470.00								
Matching Funds TOTAL			59	\$ 2,751.00								
7. In-Person Education												
A. Provide resident waste abatement education at events or gatherings, in person or online, to educate at least 1% of the municipality’s population through interactive activities between city staff and residents (e.g., ed kits, games, conversations, teaching, presentations), on all four of the following topics, with a focus on one or two topics per event; does not include display views or brochure distribution:	WSP: Staff time at the following in-person events: Table at Explore West St. Paul Days in June (150 people educated); Recycling Relay activity at WSP/MH Safety Camp Tykes in July (45 people educated); Table at COPS in the Park in August (100 people educated); other community events as requested	Courtney Selstad, Recycling Coordinator; \$57/hour	40	\$ 2,280.00	\$ -	\$ 2,280.00					\$ -	\$ 2,280.00
	SSP: Staff time at the following in-person events: Table at Environmental Expo in April (75 people educated); Table at Kaposia Days in June (150 people educated); Table at Farmer’s Market Community Booth in Fall (30 people educated); other community events as requested.	Courtney Selstad, Recycling Coordinator; \$57/hour	40	\$ 2,280.00	\$ -	\$ 2,280.00					\$ -	\$ 2,280.00
	SSP: \$40 booth fee for Kaposia Days	Courtney Selstad, Recycling Coordinator			\$ 40.00	\$ 40.00					\$ -	\$ 40.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
	MH: Staff time at the following in-person events: Table at Fishing Derby in July (60 people educated); Recycling Relay activity at WSP/MH Safety Camp in August (45 people educated); Table at Trick-or-Teeing in October (150 people educated); other community events as requested	Courtney Selstad, Recycling Coordinator; \$57/hour	35	\$ 1,995.00	\$ -	\$ 1,995.00					\$ -	\$ 1,995.00
	SFL: Staff time tabling at Arbor Day event in May (20 people educated)	Courtney Selstad, Recycling Coordinator; \$57/hour	5	\$ 285.00	\$ -	\$ 285.00					\$ -	\$ 285.00
1. Home recycling	To be assigned to one of the events listed above in each city	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
2. Residential food scraps drop site(s)	To be assigned to one of the events listed above in each city	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
3. The Recycling Zone services	To be assigned to one of the events listed above in each city	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
4. Local reduce/reuse opportunities (e.g., repair)	To be assigned to one of the events listed above in each city	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
B. Promote city-led education opportunities in (A) through at least one outreach/media channel.	City-led events listed in (A) are promoted on social media, the website and newsletters; No additional cost	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
C. Ensure all staff and volunteers who implement In-Person Education activities are properly trained to fulfill responsibilities by attending the Dakota County Recycling Ambassador course and using current county messaging.	No additional cost	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
D. Ensure all professional educators who implement In-Person Education activities are approved in advance by County Liaison.	No additional cost	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
E. Use county education materials, display materials, and presentation slides.	No additional cost	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
F. Coordinate with County Liaison for any education requests in schools, businesses, and multiunit residences.	No additional cost	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
G. Expand waste abatement outreach to engage diverse/underserved residents including using county translated waste abatement messaging/materials as appropriate.	WSP: Spanish translator to interpret at the education table at Explore WSP Days and COPS in the Park; \$50/hour x 5.	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 250.00	\$ 250.00					\$ -	\$ 250.00
H. Track and report number of people educated in person by monitoring presentation participation (e.g., sign-in sheet or head count), online webinar participation (e.g., number of people who log on), verbal tabling activity interactions (e.g., clicker or tally sheet), and game interactions (e.g., clicker or tally sheet).	No additional cost	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ -	\$ -					\$ -	\$ -
I. Optional: Conduct tours of recycling, composting, or landfill facilities to educate residents about the local recycling and waste management system.	NA					\$ -					\$ -	\$ -
TOTAL	-		120	\$ 6,840.00	\$ 290.00	\$ 7,130.00	\$ -		\$ -		\$ -	\$ 7,130.00
WSP Matching Funds	Supervisory time and assistance with coordinating recycling education events in tandem with Parks Department	Eric Weiss, Parks, Recreation and Environment Director; \$69/hour	10	\$ 690.00								
SSP Matching Funds	Staff time assisting with coordinating recycling education events in tandem with city organizations	Deb Griffith, SSP Community Affairs Liaison; \$47/hour	10	\$ 470.00								
WSP Itemized hours TOTAL	-	-	40	\$ 2,280.00							\$ -	\$ 2,280.00
SSP Itemized hours TOTAL	-	-	40	\$ 2,280.00							\$ -	\$ 2,280.00
MH Itemized hours TOTAL	-	-	35	\$ 1,995.00							\$ -	\$ 1,995.00
SFL Itemized hours TOTAL	-	-	5	\$ 285.00							\$ -	\$ 285.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
MH Matching Funds	Supervisory time and assistance with coordinating recycling education events in tandem with Parks Department	Meredith Lawrence, Parks and Recreation Director/Assistant Public Works Director; \$66/hour	10	\$ 660.00								
SFL Matching Funds	Staff time assisting with Arbor Day preparations	Christy Wilcox, City Clerk; \$50/hour	2	\$ 100.00								
Matching Funds TOTAL			32	\$ 1,920.00								
8. Event Recycling												
A. Offer resources for recycling, back-of house organics (food scraps) collection, or both, at events, tournaments, and festivals held on city-owned property: 1. Contact and assist city event coordinators to plan and implement recycling collection. 2. Provide an appropriate number of co-located recycling and trash containers in strategic locations to prevent overflow, along with proper bags and signage. 3. Provide required county waste abatement messaging to educate vendors, volunteers, and custodial staff about event recycling requirements.	Staff time on this activity	Courtney Selstad, Recycling Coordinator; \$57/hour	10	\$ 570.00	\$ -	\$ 570.00					\$ -	\$ 570.00
	SSP: 40 Extra recycling containers and service for On The Road Again in October provided by Republic	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 1,000.00	\$ 1,000.00					\$ -	\$ 1,000.00
B. Offer resources for recycling, back-of house organics (food scraps) collection, or both, at household parties (i.e., non-city events) upon request.	Staff time coordinating the free rental of recycling, trash and organics xframes for residents	Courtney Selstad, Recycling Coordinator; \$57/hour	15	\$ 855.00	\$ -	\$ 855.00					\$ -	\$ 855.00
C. Update two or more municipal forms (e.g., event permit, event vendor agreement, facility rental agreement) using county model messaging to include recycling requirements for events, tournaments, and festivals, consistent with city codes and county ordinance.	Staff time updating MH Field and Facility Use Policy MH Block Party Permit Application SSP Airport Conference Room Rental Application SSP Ice Arena Rental Application WSP Athletic Facilities Rental Policy WSP Special Event Policy	Courtney Selstad, Recycling Coordinator; \$57/hour	8	\$ 456.00	\$ -	\$ 456.00					\$ -	\$ 456.00
D. Optional: Add waste abatement infrastructure (i.e., recycling and organics containers, lids, labels, and signage) in municipality-controlled facilities (e.g., buildings, parks, and roadways) where containers are needed and have not yet been placed, (i.e., replacing containers is an ineligible expense) using the county-developed container purchasing checklist.	WSP 2 Recycle Away 35gal recycling bins to pair with trash bins along Robert Street.	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 2,250.00	\$ 2,250.00					\$ -	\$ 2,250.00
TOTAL	-	-	33	\$ 1,881.00	\$ 3,250.00	\$ 5,131.00	\$ -		\$ -		\$ -	\$ 5,131.00
WSP Itemized hours TOTAL	-	-	15	\$ 855.00							\$ -	\$ 855.00
SSP Itemized hours TOTAL	-	-	10	\$ 570.00							\$ -	\$ 570.00
MH Itemized hours TOTAL	-	-	8	\$ 456.00							\$ -	\$ 456.00
WSP Matching Funds	Staff time evaluating and referring event partners to the Recycling Coordinator for waste information and resources	Eric Weiss, Parks, Recreation and Environment Director; \$69/hour	3	\$ 207.00								
SSP Matching Funds	Staff time evaluating and referring event partners to the Recycling Coordinator for waste information and resources	Deb Griffith, SSP Community Affairs Liaison; \$47/hour	4	\$ 188.00								
MH Matching Funds	Staff time evaluating and referring event partners to the Recycling Coordinator for waste information and resources	Meredith Lawrence, Parks and Recreation Director/Assistant Public Works Director; \$66/hour	3	\$ 198.00								
Matching Funds TOTAL			10	\$ 593.00								
9. Organics Planning (PROPOSED)												
	Staff time for curbside organics collection planning activities in collaboration with Dakota County	Courtney Selstad, Recycling Coordinator; \$57/hour	45	\$ 2,565.00		\$ 2,565.00					\$ -	\$ 2,565.00
	Other expenses related to curbside	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 33.90	\$ 33.90					\$ -	\$ 33.90

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
A. Optional: Support research and planning for residential curbside organics collection.	organics planning activities TBD and approved in writing by Dakota County grant liaison: WSP: \$33.90 SSP: \$14.40 MH: \$39.30 SFL: \$26.25 LD: \$28.05	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 14.40	\$ 14.40					\$ -	\$ 14.40
		Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 39.30	\$ 39.30					\$ -	\$ 39.30
		Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 26.25	\$ 26.25					\$ -	\$ 26.25
		Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 28.05	\$ 28.05					\$ -	\$ 28.05
B. Optional: Support research and planning for new organics drop sites.	Staff time for SSP drop site planning and implementation activities in collaboration with Dakota County	Courtney Selstad, Recycling Coordinator; \$57/hour	15	\$ 855.00		\$ 855.00					\$ -	\$ 855.00
TOTAL	-		60	\$ 3,420.00	\$ 141.90	\$ 3,561.90	\$ -		\$ -		\$ -	\$ 3,561.90
	WSP Itemized hours TOTAL	-	25	\$ 1,425.00							\$ -	\$ 1,425.00
	SSP Itemized hours TOTAL	-	22	\$ 1,254.00							\$ -	\$ 1,254.00
	MH Itemized hours TOTAL	-	12	\$ 684.00							\$ -	\$ 684.00
	LD Itemized hours TOTAL	-	1	\$ 57.00							\$ -	\$ 57.00
SSP Matching Funds	Staff time to support planning discussions for new food scraps drop site in SSP	Monika Miller, Associate Planner; \$51/hour	8	\$ 408.00								
MH Matching Funds	Staff time to support planning discussions for future curbside organics collection	Meredith Lawrence, Parks and Recreation Director/Assistant Public Works Director; \$66/hour	10	\$ 660.00								
Matching Funds TOTAL			18	\$ 1,068.00								
10. Gap Funding												
A. Complete, or make progress toward completing, one or more waste abatement projects included in eligible grant categories above, for which additional funding is needed, with first priority given to filling funding gaps in Base Funding categories, second priority given to filling gaps in Supplemental Funding categories, and third priority given to conducting waste abatement activities that are not included in Base Funding or Supplemental Funding, with prior written County	WSP: Additional staff time for Grant Administration and Special Collections	Courtney Selstad, Recycling Coordinator; \$57/hour	24	\$ 1,368.00	\$ -	\$ 1,368.00					\$ -	\$ 1,368.00
	WSP: 5 plastic recycling bins (Commercial Zone PolyTech 42 gallon square containers) for the pool deck	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 980.00	\$ 980.00					\$ -	\$ 980.00
	WSP: additional mileage for grant administration activities; \$0.70/mile x 56	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 39.20	\$ 39.20					\$ -	\$ 39.20
	SSP: Additional staff time for Grant Administration and Special Collections	Courtney Selstad, Recycling Coordinator; \$57/hour	16	\$ 912.00		\$ 912.00					\$ -	\$ 912.00
	MH: Additional staff time for Grant Administration and Special Collections	Courtney Selstad, Recycling Coordinator; \$57/hour	29	\$ 1,653.00		\$ 1,653.00					\$ -	\$ 1,653.00

Minimum Grant Requirements (Deliverables)	Description of Expense	Staff Responsible (Name)	Staff Time (Hours)	Staff Expense (\$)	Other Expense (\$)	Total Request (\$)	Jan-Jun Actual (\$)	Label #	Jul-Dec Actual (\$)	Label #	Total Spent (\$)	Total Unspent (\$)
Liaison approval:	MH: 20yd rolloff Pumpkin Collection with Aspen Waste; 20yd rolloff for 2 days=\$376 + \$80/ton disposal (est. 2.8 tons)	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 600.00	\$ 600.00					\$ -	\$ 600.00
	MH: 5 additional curbside mattress pickups for a total of 25 with Second Chance Recycling; \$27/pickup	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 135.00	\$ 135.00					\$ -	\$ 135.00
	MH: In-house printing for event & collection posters (\$2.50/poster x 14) and flyers (\$0.25/flyer x 123)	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 65.93	\$ 65.93					\$ -	\$ 65.93
	LD: Mileage for yard sign collection (\$0.70/mile x 18 miles)	Courtney Selstad, Recycling Coordinator	0	\$ -	\$ 12.60	\$ 12.60					\$ -	\$ 12.60
Anticipated revenue	Income from Mendota Gap Funding to supplant MH pumpkin collection	Courtney Selstad, Recycling Coordinator			\$ (12.15)	\$ (12.15)					\$ -	\$ (12.15)
TOTAL	-		69	\$ 3,933.00	\$ 1,820.58	\$ 5,753.58	\$ -		\$ -		\$ -	\$ 5,753.58
WSP Itemized hours TOTAL	-	-	24	\$ 1,368.00							\$ -	\$ 1,368.00
SSP Itemized hours TOTAL	-	-	16	\$ 912.00							\$ -	\$ 912.00
MH Itemized hours TOTAL	-	-	29	\$ 1,653.00							\$ -	\$ 1,653.00
Matching Funds TOTAL			0	\$ -								
PART 2 SUBTOTAL	-	-	594	\$ 33,858.00	\$ 10,780.70	\$ 44,638.70	\$ -		\$ -		\$ -	\$ 44,638.70
GRAND TOTAL (Part 1 + Part 2)	-	-	1490	\$ 84,930.00	\$ 31,737.69	\$ 116,667.69	\$ -		\$ -		\$ -	\$ 116,667.69
Matching Funds (Part 2 + Part 2)			599	\$ 30,913.00	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED☒ 1. Workers Compensation.

Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to defend, hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

☒ 2. General Liability.

"Commercial General Liability Insurance" coverage, providing coverage on an "occurrence" basis. Policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form. Claims-made coverage is acceptable.

A total combined general liability policy limit of at least \$2,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

☒ Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☐ 3. Professional Liability

Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$2,000,000 per occurrence and aggregate. Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage").

☒ 4. Automobile Liability.

Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$2,000,000 per accident

☒ Such policy, shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☐ 5. Network Security and Privacy Liability.

Network security and privacy liability insurance, including first-party costs, for any breach that compromises data obtained while providing services under this Agreement. This insurance should to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. The required limit shall not be less than \$2,000,000 per occurrence with a \$4,000,000 aggregate limit. Claims-made coverage is acceptable. Such insurance shall name Dakota County, its officials, employees, volunteers and agents as additional insureds. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy if not renewed.

☒ 6. Evidence of Insurance.

Contractor shall promptly provide Dakota County with a Certificate of Insurance prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions.

☒ 7. Insurer: Policies.

All policies of insurance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota by a n insurer with a current A.M. Best Company rating of at least A:VII.

☒ 8. Release and Waiver.

Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms here of, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

Revised: 11/23



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Human Resources
PREPARED BY: Shelly Anderson
AGENDA ITEM NUMBER: 8.G.

MEETING TYPE

Regular Meeting

AGENDA ITEM

2026 Seasonal Hourly Pay Range

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve the 2026 Seasonal/Variable Hour Pay structure.

OVERVIEW

Staff conducts an annual review of the hourly pay range structure for all seasonal and variable hour positions. As part of this review, staff compares compensation for equivalent or similar positions in cities of comparable size and infrastructure, as well as cities located within Dakota County. Additionally, staff has taken into consideration the State of Minnesota's minimum wage increase to \$11.41 per hour, effective January 1, 2026.

Based on this analysis, staff is recommending approval of the attached 2026 Seasonal/Variable Hour Pay structure.

SOURCE OF FUNDS

Department Budgets

ATTACHMENTS

1. 2026 Seasonal Pay Grid - FINAL

2026 Minimum Wage = \$11.41

2026 Seasonal/Variable Hour Pay Grid

Effective January 1 - December 31, 2026

Position	Job Number	Step 1 (90%)	Step 2 (95%)	Step 3 (100%)
Parks & Recreation				
Concession Worker	46000	13.50	14.25	15.00
Lifeguard	46013	16.65	17.58	18.50
WSI Instructor	46019	16.20	17.10	18.00
Swimming Pool Asst. Manager/Lead	46023	17.55	18.53	19.50
Swimming Pool Coordinator	46025	20.25	21.38	22.50
Outdoor Warming House Attendant	46002	13.50	14.25	15.00
Fitness Instructor	46028	22.50	23.75	25.00
Personal Trainer	45246	29.00		
Youth Sports Assistant	46005	13.05	13.78	14.50
Youth Sports Instructor	46020	15.98	16.86	17.75
Youth Sports Coordinator	46026	18.00	19.00	20.00
Youth Sports Referee	46030	19.50	per game	
Day Camp Counselor	46011	13.95	14.73	15.50
Day Camp Supervisor	46017	15.75	16.63	17.50
Day Camp Coordinator	46036	20.00		
Summer Playhouse Actor	46007	13.05	13.78	14.50
Summer Playhouse Director	46012	15.08	15.91	16.75
Event Staff	46035	13.05	13.78	14.50
Park Patrol/Ballfield Manager	46021	17.10	18.05	19.00
Woog Ice Arena				
Concession Worker	46000	13.50	14.25	15.00
Ice Arena Attendant	46001	13.50	14.25	15.00
Zamboni Driver/Ice Arena Operations	46016	17.10	18.05	19.00
Public Works & Airport				
Building/Office Attendant	46010	14.63	15.44	16.25
Maintenance Worker Aide	46015	17.10	18.05	19.00
Other				
Office Intern (Elections, Engineering, etc)	46024	15.75	16.63	17.50
Election - Head Judge	46049	19.00		
Election Judge	46050	17.50		



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Human Resources
PREPARED BY: Shelly Anderson
AGENDA ITEM NUMBER: 8.H.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Bargaining Agreement between the City of South St. Paul and AFSCME Council 5, Local 2535

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approval of Resolution 2025-150 authorizing the approval and execution of the 2026-2027 AFSCME Council 5, Local 2535 bargaining unit contract.

OVERVIEW

The AFSCME Council 5, Local 2535 labor unit is the designated exclusive bargaining representative for all clerical, technical, and professional positions not otherwise represented by another bargaining unit within the City. The current labor agreement expires on December 31, 2025. City Administrator Garcia and Assistant City Administrator/Human Resources Director Anderson have negotiated with representatives of the bargaining unit to develop a successor contract.

Tentative agreement has been reached on the terms of a new contract for the AFSCME bargaining unit (see attached Summary of New Terms). The City Council reviewed these terms during a closed session at the Council Worksession on November 24, 2025. The proposed agreement is a two-year contract covering calendar years 2026 and 2027.

The AFSCME Council 5, Local 2535 bargaining unit has voted to approve the terms and conditions of the 2026/2027 contract. Staff recommends approval of Resolution 2025-150 authorizing the approval and execution of the 2026/2027 AFSCME Council 5, Local 2535 bargaining unit contract.

**Note: Staff has removed this item from the Consent Agenda in the interest of preserving a Councilmember's ability participate in other Consent items but to abstain from the vote on this item due to a personal interest in the agreement under consideration.*

SOURCE OF FUNDS

Department Budgets

ATTACHMENTS

1. Executive Summary of 2026-2027 Terms
2. AFSCME 2026-2027_FINAL

**Summary of New Terms
Tentative Agreement
Between City of South St. Paul
and
AFSCME Council 5, Local 2535**

Term:

Two Years – January 1, 2026 – December 31, 2027

Economics:

- Wages:
 - Effective 01/01/2026: 3% COLA for all positions, plus Market rate adjustment ranging from a half percent to 3% percent.
 - Effective 01/01/2027: 3% COLA for all positions, plus 1% Market Rate adjustment for all positions.
- Added language providing a minimum of one hour pay at overtime for call outs relating to the HRA High-Rise buildings if the total time worked is less than one hour.
- Increased Service Recognition Award for eligible employees to \$250 annually.
- Memorandum of Agreement for new Minnesota Paid Family Medical Leave (PFML) premium establishing a 50/50 split of the premium costs based on the annual premiums set by the State of Minnesota, or equivalent plan, whichever is less.

Non-Economic: In addition to standard updates and housekeeping, the following were agreed:

- Reduced the internal job posting from 12 calendar days to seven. In addition, the employer may post job vacancies both internally and externally simultaneously, with preference provided to internal candidates who meet the minimum requirements of the position.
- Added the following job titles to list of positions that are exempt from overtime: Building Inspector/Code Enforcement, Building Official, Associate Planner, Sr. Planner, and Recreation Programmer.
- Reduced the number of compensatory time carryover hours from 80 to 60.
- Clarified that employees hired after Dec. 31, 2008, are not eligible for the post-retirement health insurance benefit.
- Added a new provision allowing employees to cash out up to 40 hours of vacation leave annually.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-150

**RESOLUTION APPROVING BARGINING UNIT CONTRACT
FOR CALENDAR YEARS 2026 AND 2027 BETWEEN
THE CITY OF SOUTH ST. PAUL AND AFSCME COUNCIL 5, LOCAL 2535**

WHEREAS, representatives of the City of South St. Paul and representatives of AFSCME Council 5, Local 2535 representing the AFSCME bargaining unit of the City has negotiated a two-year labor agreement for the term January 1, 2026 through December 31, 2027; and,

WHEREAS, the attached bargaining agreement provides that contract language agreed upon between the parties;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves and ratifies the tentative agreement and that the appropriate individuals designated by the City are authorized and directed to execute the original signed contract.

Adopted this 15th day of December 2025.

Deanna Werner, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Human Resources
PREPARED BY: Shelly Anderson
AGENDA ITEM NUMBER: 8.I.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Bargaining Agreement between the City of South St. Paul and LELS, Local 95

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approval of Resolution 2025-149 authorizing the approval and execution of the 2026-2027 LELS, Local 95 bargaining unit contract.

OVERVIEW

The LELS, Local 95 labor unit is the designated exclusive bargaining representative for all essential employees of the South St. Paul Police Department. The current labor agreement expires on December 31, 2025. City Administrator Garcia and Assistant City Administrator/Human Resources Director Anderson have negotiated with representatives of the bargaining unit to develop a successor contract.

Tentative agreement has been reached on the terms of a new contract for the LELS, Local 95 bargaining unit (see attached Summary of New Terms). The City Council reviewed these terms during a closed session at the Council Worksession on September 22, 2025. The proposed agreement is a two-year contract covering calendar years 2026 and 2027.

The LELS, Local 95 bargaining unit has voted to approve the terms and conditions of the 2026/2027 contract. Staff recommends approval of Resolution 2025-149 authorizing the approval and execution of the 2026/2027 LELS, Local 95 bargaining unit contract.

SOURCE OF FUNDS

Police Department Budget

ATTACHMENTS

1. Executive Summary of 2026-2027 Terms
2. LELS_2026-2027 Contract_FINAL

**Summary of New Terms
Tentative Agreement
Between City of South St. Paul
and
Law Enforcement Labor Services (LELS)**

Term:

Two Years – January 1, 2026 – December 31, 2027

Economics:

- Wages:
 - Effective 01/01/2026: 3% COLA for all positions, plus Market rate adjustment of 4% for all positions.
 - Effective 01/01/2027: 3% COLA for all positions, plus 1.5% Market Rate adjustment for all positions.
- Longevity allowance for employees who have completed 16 years of service will increase from 6% to 7% on January 1, 2027.
- Reduced the amount of sick leave accrual from 10 hours to 9 hours per month.
- Increased the annual uniform allowance to \$925 in 2026 and \$975 in 2027.
- Memorandum of Agreement for new Minnesota Paid Family Medical Leave (PFML) premium establishing a 50/50 split of the premium costs based on the annual premiums set by the State of Minnesota, or equivalent plan, whichever is less.

Non-Economic: In addition to standard updates and housekeeping, the following were agreed:

- Clarified Investigator work schedule may be an eight or ten-hour shift.
- Removed Easter day and added Martin Luther King Day and Presidents Day to list of holidays eligible for overtime.
- Increased the amount of vacation carryover to 100 hours.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-149

**RESOLUTION APPROVING BARGINING UNIT CONTRACT
FOR CALENDAR YEARS 2026 AND 2027 BETWEEN
THE CITY OF SOUTH ST. PAUL AND LOCAL 95, LELS**

WHEREAS, representatives of the City of South St. Paul and representatives of Local 95, Law Enforcement Labor Services (LELS) representing the LELS bargaining unit of the City has negotiated a two-year labor agreement for the term January 1, 2026 through December 31, 2027; and,

WHEREAS, the attached bargaining agreement provides that contract language agreed upon between the parties;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves and ratifies the tentative agreement and that the appropriate individuals designated by the City are authorized and directed to execute the original signed contract.

Adopted this 15th day of December 2025.

Deanna Werner, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Human Resources
PREPARED BY: Shelly Anderson
AGENDA ITEM NUMBER: 8.J.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Bargaining Agreement between the City of South St. Paul and the Supervisory Association

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approval of Resolution 2025-152 authorizing the approval and execution of the 2026-2027 Supervisory Association bargaining unit contract.

OVERVIEW

The Supervisory Association is the designated exclusive bargaining representative for the management team. The current labor agreement expires on December 31, 2025. City Administrator Garcia and Assistant City Administrator/Human Resources Director Anderson have negotiated with representatives of the bargaining unit to develop a successor contract.

Tentative agreement has been reached on the terms of a new contract for the Supervisory Association (see attached Summary of New Terms). The City Council reviewed these terms during a closed session at the Council Worksession on November 24, 2025. The proposed agreement is a two-year contract covering calendar years 2026 and 2027.

The Supervisory Association has voted to approve the terms and conditions of the 2026/2027 contract. Staff recommends approval of Resolution 2025-152 authorizing the approval and execution of the 2026/2027 Supervisory Association bargaining unit contract.

SOURCE OF FUNDS

Department Budgets

ATTACHMENTS

1. Executive Summary of 2026-2027 Terms
2. Supervisory Agreement_2026-2027 FINAL

**Summary of New Terms
Tentative Agreement
Between City of South St. Paul
and
South St. Paul Supervisory Association**

Term:

Two Years – January 1, 2026 – December 31, 2027

Economics:

- Wages:
 - Effective 01/01/2026: 3% COLA for all positions, plus Market rate adjustment of 1% for all positions except Police Chief and Police Commander which receive a Market rate adjustment of 7.5% (Chief) and 10% (Commanders).
 - Effective 01/01/2027: 3% COLA for all positions.
- Increased the employer's contribution to employee's Health Care Savings Plan to \$80 per month (\$5 per month increase).
- Increased the advanced notice of retirement incentive as follows:
\$500 incentive if provide a minimum of three months advance written notice.
\$1,000 incentive if provide a minimum of six months advance written notice.
- Memorandum of Agreement for new Minnesota Paid Family Medical Leave (PFML) premium establishing a 50/50 split of the premium costs based on the annual premiums set by the State of Minnesota, or equivalent plan, whichever is less.

Non-Economic: In addition to standard updates and housekeeping, the following were agreed:

- Updated the labor agreement to reflect new job title: Arena Business Operations Manager
- Reduced the length of service to be eligible for a lump sum deposit of additional vacation hours to 8 years of service in the bargaining unit. No change to the minimum years of service with the City of the South St. Paul.
- Reduced the length of time for internal job postings to seven calendar days. In addition, the employer reserves the right to recruit open position both internally and externally simultaneously.
- Employees removed from a promotional position during their probationary period shall have the right to return to their previous position provided the previous position has not been filled.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-152

**RESOLUTION APPROVING BARGINING UNIT CONTRACT
FOR CALENDAR YEARS 2026 AND 2027 BETWEEN
THE CITY OF SOUTH ST. PAUL AND SSP SUPERVISORY ASSOCIATION**

WHEREAS, representatives of the City of South St. Paul and representatives of South St. Paul Supervisory Association representing the Supervisory bargaining unit of the City has negotiated a two-year labor agreement for the term January 1, 2026 through December 31, 2027; and,

WHEREAS, the attached bargaining agreement provides that contract language agreed upon between the parties;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves and ratifies the tentative agreement and that the appropriate individuals designated by the City are authorized and directed to execute the original signed contract.

Adopted this 15th day of December 2025.

Deanna Werner, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Human Resources
PREPARED BY: Shelly Anderson
AGENDA ITEM NUMBER: 8.K.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Bargaining Agreement between the City of South St. Paul and Teamsters Local 120

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approval of Resolution 2025-151 authorizing the approval and execution of the 2026-2027 Teamsters Local 120 bargaining unit contract.

OVERVIEW

The Teamsters Local 120 labor unit is the designated exclusive bargaining representative for utility, streets, parks, airport maintenance, facility maintenance/operation, and general facility and grounds maintenance workers. The current labor agreement expires on December 31, 2025. City Administrator Garcia and Assistant City Administrator/HR Director Anderson have negotiated with representatives of the bargaining unit to develop a successor contract.

Tentative agreement has been reached on the terms of a new contract for the Teamsters bargaining unit (see attached Summary of New Terms). The City Council reviewed these terms during a closed session at the Council Worksession on November 24, 2025. The proposed agreement is a two-year contract covering calendar years 2026 and 2027.

The Teamsters Local 120 bargaining unit has voted to approve the terms and conditions of the 2026/2027 contract. Staff recommends approval of Resolution 2025-151 authorizing the approval and execution of the 2026/2027 Teamsters Local 120 bargaining unit contract.

SOURCE OF FUNDS

Department Budgets

ATTACHMENTS

1. Executive Summary of 2026-2027 Terms
2. Teamsters_2026-2027 Contract_FINAL

**Summary of New Terms
Tentative Agreement
Between City of South St. Paul
and
Teamsters Local 120**

Term:

Two Years – January 1, 2026 – December 31, 2027

Economics:

- Wages:
 - Effective 01/01/2026: 3% COLA for all positions, plus Market rate adjustment of 3% for all positions.
 - Effective 01/01/2027: 3% COLA for all positions, plus 1% Market Rate adjustment for all positions.
- Increased the compensation for On-Call Duty Worker weekend pay from eight hours to 10 hours, and increase pay for holiday (if connected to weekend) from four hours to six hours.
- Increased the employer's contribution to employee's Health Care Savings Plan to \$80 per month (\$5 per month increase).
- Increased the Service Recognition Pay provided to employees who retire with a minimum of ten years of service to \$250 per year, and \$275 per year effective 01/01/2027.
- Increased the annual clothing allowance to \$400, the safety shoe reimbursement to \$275, and mechanic tool allowance to \$1,000.
- Memorandum of Agreement for new Minnesota Paid Family Medical Leave (PFML) premium establishing a 50/50 split of the premium costs based on the annual premiums set by the State of Minnesota, or equivalent plan, whichever is less.

Non-Economic: In addition to standard updates and housekeeping, the following were agreed:

- Increased the amount of compensatory time allowed to accumulate to 100 hours and increased the amount of compensatory time carryover to 40 hours.
- Added language to clarify if an employee is out due to a personal illness or on light duty restrictions, they are not eligible for On-Call Duty Worker.
- Added language requiring employees to submit leave request for Personal Leave.
- Memorandum of Agreement for new provision to allow employees to purchase 40 hours of vacation leave.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-151

**RESOLUTION APPROVING BARGINING UNIT CONTRACT
FOR CALENDAR YEARS 2026 AND 2027 BETWEEN
THE CITY OF SOUTH ST. PAUL AND TEAMSTERS LOCAL 120**

WHEREAS, representatives of the City of South St. Paul and representatives of Teamsters Local 120 representing the Teamsters bargaining unit of the City has negotiated a two-year labor agreement for the term January 1, 2026 through December 31, 2027; and,

WHEREAS, the attached bargaining agreement provides that contract language agreed upon between the parties;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves and ratifies the tentative agreement and that the appropriate individuals designated by the City are authorized and directed to execute the original signed contract.

Adopted this 15th day of December 2025.

Deanna Werner, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Human Resources
PREPARED BY: Shelly Anderson
AGENDA ITEM NUMBER: 8.L.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Wage Adjustments for Non-Union Staff for 2026 and 2027

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approval of the 2026-2027 Wage Adjustments for Non-Union Staff members.

OVERVIEW

The positions of City Administrator, Assistant City Administrator/HR Director, I.T. Director, and HR Specialist/Admin Coordinator are not covered by collective bargaining agreements, as they qualify as “confidential employees” under Minnesota Statutes governing public sector collective bargaining. Although compensation and benefits for these employees are not subject to negotiation, they have historically been aligned, in part, with the practices established in the Supervisory Association agreement. The City Administrator, who is employed under a separate contract, receives COLA adjustments equal to those approved for members of the Supervisory Association.

Tentative terms have been reached for a new contract with the Supervisory Association, which include a 3% COLA for calendar years 2026 and 2027. In addition, staff recommends approval of the following Market Adjustments for 2026: 4% for the I.T. Director; 2.5% for the HR Specialist/Admin Coordinator; and 1.5% for the Assistant City Administrator/HR Director.

Staff recommends approval of the COLA and Market Adjustments as outlined above.

SOURCE OF FUNDS

Administration and I.T. Budgets

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Planning & Zoning
PREPARED BY: Michael Healy
AGENDA ITEM NUMBER: 8.M.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Stormwater Maintenance Agreement for 205 Hardman Avenue South

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve a stormwater maintenance agreement for 205 Hardman Avenue South and authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

OVERVIEW

At their November 15, 2025 meeting, the City Council granted DW Green Ventures LLC two conditional use permits to repurpose the existing building at 205 Hardman Avenue South as a cannabis cultivation and manufacturing business. One of the conditions of approval was that the property owner needs to enter into a stormwater maintenance agreement to ensure the long-term maintenance of the existing stormwater management facilities that are at the site. The property was initially developed prior to this type of agreement being required, and it is standard to require a stormwater maintenance agreement during adaptive reuse. The property is currently owned by David Hoeffel via a company called "205 Hardman Avenue South LLC."

The City Attorney and City Engineer have prepared a stormwater maintenance agreement which has already been signed by the current property owner (attached). The agreement will be recorded against the property once it has been fully executed. The City Council is asked to approve the agreement and authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

SOURCE OF FUNDS

NA

ATTACHMENTS

1. Site Location Map
2. Stormwater Maintenance Agreement

ATTACHMENT 1
SITE LOCATION MAP



(Reserved for Recording Data)

STORMWATER MAINTENANCE AGREEMENT

This Stormwater Maintenance Agreement (“Agreement”) is made, entered into and effective this ____ day of _____, 2025, by and between the City of South St. Paul, a Minnesota municipal corporation (“City”) and 205 Hardman Avenue South, LLC, a Minnesota limited liability company (“Owner”).

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

WHEREAS, the Owner has obtained the approval of the City for the development of the Property that has existing Stormwater Management Facilities (as defined below); and

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

WHEREAS, the City has required that the Owner make provision for the maintenance and repair of the existing Stormwater Management Facilities located within the boundaries of the Property as shown on Exhibit B attached hereto, as the same is described and depicted in those certain construction plans drawn by Schoell & Madson, Inc., dated June 24, 2004 (“Plans”); and

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

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

1. Construction of Stormwater Management Facilities. The Stormwater Management Facilities were previously constructed according to the Plans to the satisfaction of Owner and City.

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

2.1. Maintenance of the Stormwater Management Facilities shall mean:

2.1.1. Annual inspections of the detention basin including, but not limited to: storm sewer and drainage structures, sediment removal structures, outlet control devices, structural systems, land use, and grades on the property that influence the performance of those Stormwater Management Facilities as shown on Exhibit B. Within thirty (30) days of the inspection date, all accumulated sediment and debris which could affect the functionality of the Stormwater Management Facilities shall be removed and all other necessary corrections completed such that each stormwater facility operates as designed and permitted. Contributing drainage areas must be kept clear of litter and vegetative debris, outlet pipes and overflow spillways kept clear, inlet areas kept clean, and undesirable vegetation removed. Erosion impairing the function or integrity of the facilities, if any will be corrected, and any structural damage impairing or threatening to impair the function of the facilities must be repaired. In the event that such work cannot reasonably be completed within such 30-day period, Owner shall be in compliance with this Agreement so long as Owner begins such work within the 30-day period and diligently continues such work to completion.

2.1.2. Inlets and sediment removal structures will be cleared of any flow impediments and accumulated sediment quarterly. The volume of material removed quarterly will be included in the annual report to the City.

2.1.3. Subject to Section 3 below, Owner shall provide a report of the quarterly structure cleanings and annual inspection to the City Engineer on or before December 1st of each year. If the required annual inspection report is not submitted to the City Engineer by December 1st of each year, the Owner shall provide the City with the right to enter onto the property to conduct the annual inspection.

2.1.4. The maintenance conducted hereunder and annual report prepared pursuant to this Agreement by Owner may be completed by Owner or those employees, agents, or contractors of Owner's choosing.

3. Owner's Default. In the event of default by the Owner as to any of the work to be performed by it hereunder, following at least thirty (30) days prior written notice and Owner's failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the Owner shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order

for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost in whole or in part.

4. Changes to Site Configuration or Stormwater Management Facilities. If site configurations or Stormwater Management Facilities change, causing decreased effectiveness of stormwater management facilities, new or improved Stormwater Management Facilities must be implemented to ensure the conditions for post-construction stormwater management continue to be met.

5. Terms and Conditions; Release. This Agreement shall run with the land and shall be binding upon Owner's successors and assigns with respect to the Property. The terms and conditions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns until such time as any Stormwater Management Facilities are no longer present on the Property which require the annual maintenance outlined in Section 3, hereof (the "Release Condition"), at which time Owner shall deliver notice thereof to the City, and, if the City agrees that the Release Condition is met, the City shall record a release of this Agreement in the applicable land records in the county in which the Property is located.

6. Authority. The parties hereto warrant and represent to each other that this Agreement has been duly executed and delivered and constitutes the legal valid and binding obligation of the parties and is enforceable in accordance with its terms. The party signing on behalf of the Owner has been duly authorized by the entity to sign this Agreement and bind the entity. Owner has been duly formed under the laws of the State of Minnesota and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Owner pursuant hereto.

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

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

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

10. Consent. Owner consents to the recording of this Agreement.

11. Limitation of Liability. Notwithstanding any other provision of this Agreement, in no event shall either party or any of their affiliates, by reason of any of their respective acts or omissions be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability or otherwise for any special, indirect, incidental or consequential damages arising out of or in connection with this Agreement, or the performance, non-performance or breach thereof.

12. Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered: (i) in person; (ii) by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or (iii) by proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended addressed as follows:

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

If to Owner: 205 Hardman Avenue South, LLC
David Hoeffel
434 Hale Ave N
Suite 170
Oakdale, MN 55128

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, on the third day after mailing if mailed by United States postal service as provided above, or within twenty-four (24) hours if sent via overnight courier service provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

[The remainder of this page was intentionally left blank.]

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

CITY:
CITY OF SOUTH ST. PAUL

By: _____
James P. Francis
Mayor

By: _____
Deanna Werner
City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared James P. Francis and Deanna Werner, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:
205 Hardman Avenue South, LLC
a limited liability company

By: David Hoefel
Name: David Hoefel
Its: Chief Executive Officer

STATE OF Florida)
COUNTY OF Collier)

SS.



The foregoing instrument was acknowledged before me this 11 day of Dec, 2025, by David Hoefel, Chief Executive Office, of 205 Hardman Avenue South, LLC, a Minnesota limited liability company, on behalf of said company.

Kristen Yanzer
Notary Public

This instrument drafted by
And after recording, please return to:
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
Legal Description

That certain real property situated in the City of South St. Paul, County of Dakota, State of Minnesota legally described as follows:

Lot 2, Block 1, Mississippi Landing 4th Addition, Dakota County, Minnesota.

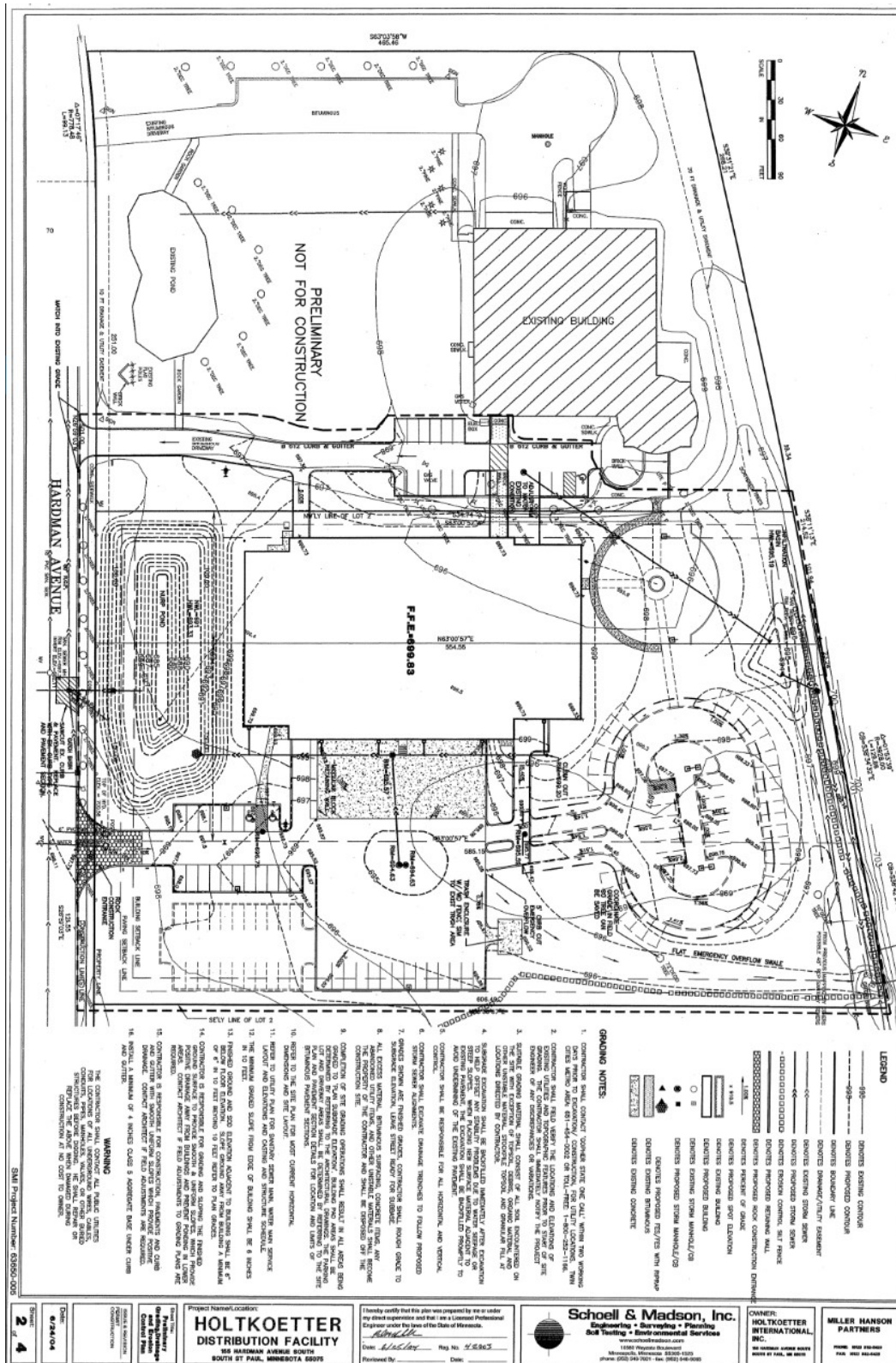
Together with the benefits contained in Utility Easement Agreement dated August 21, 2014, filed October 10, 2014 as Document Number T736982.

PID: 36-48843-01-020

Torrens Property

Certificate Numbers: 178670 and 178936

Stormwater Maintenance Facilities Plans





CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 8.N.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Marie Avenue Reconstruction Project Phase 2 – Approve a proposal with Bolton & Menk, Inc. for final design assistance

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approve a proposal with Bolton & Menk, Inc. for \$66,184.00 for final design assistance for the Marie Avenue Reconstruction Project Phase 2.

OVERVIEW

The Marie Avenue Reconstruction Project Phase 2 is identified for improvements in 2026. The project includes roadway reconstruction and utility improvements on Marie Avenue between 9th Avenue and 15th Avenue. Council received the feasibility report for the project on December 1st, 2025.

While engineering staff will be responsible for executing most of the design work in-house, specific design components require specialized skills that a consultant can provide. These components include:

1. Computer-Aided Drafting (CAD) Support: The consultant will provide advanced drafting services using CAD software, enhancing the accuracy and detail of the design.
2. Street Lighting Design and Plans: The consultant will help design an effective street lighting plan that adequately illuminates the roadway and enhances pedestrian and driver safety and visibility.
3. Stormwater Analysis: Assessing the project's impact on local drainage and ensuring that stormwater management meets regulatory standards is critical to preventing flooding and environmental issues. The consultant will complete the hydraulic modeling and report required by State Aid.
4. Storm Water Pollution Prevention Plan (SWPPP): The consultant will prepare the Storm Water Pollution Prevention Plan (SWPPP), which is required for a project of this size.

By collaborating with a knowledgeable consultant, the city staff will be better equipped to design a project that aligns with community needs and meets regulatory requirements.

SOURCE OF FUNDS

Municipal State Aid, Infrastructure Fund, Water Utility, Storm Sewer Utility, Sanitary Sewer Utility, and Special Assessments.

ATTACHMENTS

1. Marie Avenue Phase 2 Final Design Proposal 12102025



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

December 10, 2025

Kelsey Gelhar, PE
City Engineer
City of South St. Paul
125 3rd Avenue North
South St. Paul, MN 55075

RE: Proposal for Marie Avenue Phase 2 Improvements – 9th Avenue to 15th Avenue
Final Design Assistance Proposal

Dear Kelsey:

Bolton & Menk, Inc. appreciates the opportunity to submit this proposal for professional engineering services related to the Marie Avenue Phase 2 Improvements. We have previously assisted the City with surveying and geotechnical coordination for the project.

SCOPE

Our scope will include assisting the City as you prepare the final plans and specifications for the project. Our proposed hours and fees are based largely on the assistance we provided for the Marie Avenue Phase 1 improvements which were constructed in 2025. Our assistance will include the following:

CAD Assistance

We will assist with corridor creation and with other CAD related items as they arise. For the Phase 1 improvements, Dan Thill expended 115 hours for this task. We are proposing a budget of 120 hours, with associated fees of \$24,000.00. We will only invoice the City for time actually expended by Dan through the course of plan preparation.

Street Light Design

We will complete the street light design, similar to the Phase 1 improvements. We have estimated 48 hours for an electrical design engineer and 110 hours for a technician for this task. The total proposed fees for this task are \$25,908.00.

Storm Water Related

We will assist the City with preliminary BMP assessment, sizing, and location(s). We will then complete the State Aid hydraulic modelling and report, sump sizing and MS4 memorandum. We have assumed the City will prepare the storm sewer plans for the project. We have estimated 20 hours of senior storm water engineer time along with 64 hours of technician time associated with this portion of the project. Our proposed fees are \$14,008.00.

Storm Water Pollution Prevention Plan (SWPPP)

We will prepare the SWPPP for incorporation into the plan set. We have assumed the City will prepare the erosion control plans. We have estimated 12 hours for a total of \$2,268.00 in fees for this task.

SCHEDULE AND COMPENSATION

Project Schedule

We will begin our work immediately after authorization. We will work with South St. Paul to advance the schedule to allow for plan completion by the end of January 2026.

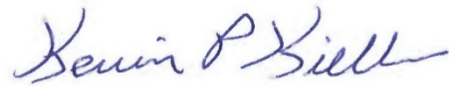
Compensation

The total compensation proposed for the tasks listed above is \$66,184.00.

If there are any questions related to the scope and/or fee portion of this submittal, please call me at (651) 968-7760.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in blue ink, reading "Kevin P. Kielb".

Kevin P. Kielb, P.E.
Principal Engineer



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Economic Development
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 8.O.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Approve Proposal for Professional Services from Urban Ecosystems for Design of Public Improvements in the Hardman Triangle Redevelopment Area

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Through consent, motion to accept proposal from Urban Ecosystems and to authorize the City Administrator to execute agreements for design services related to the planned public improvements within the Hardman Triangle Redevelopment Area.

OVERVIEW

At its March 3, 2025 meeting, the City Council approved Resolution [2025 - 28](#) and with that action approved the [Hardman Triangle Masterplan and Stormwater Guide](#). This plan established a refined redevelopment pattern for the approximately 20 acres at the northeast quadrant of the Grand Avenue - Concord Street intersection in response to a private development concept at the southwest corner of the site. The Masterplan identified the opportunity to leverage and support future private development through the creation of streets and other public infrastructure, a cohesive and connected approach to stormwater management, and the establishment of a central public open space within the District.

In June 2025, the EDA solicited proposals for concept design of the planned "Public Realm" within the Hardman Triangle, which included new streets and streetscapes, sidewalks, public open space, district stormwater management facilities and infrastructure, and utility infrastructure. The awarded consultant, Urban Ecosystems, developed a concept-level design that was reviewed, refined, and ultimately supported through a series of meetings with the City's Parks & Recreation Commission and City Council in September - October 2025. The concept proposes the extension of streets and utilities to service private mixed-use development within the site as well as the creation of public amenities including but not limited to river valley observation areas, internal pathways and seating areas, play and performance features, historical interpretive installations, and an integrated network of stormwater management features.

As we anticipate the acceleration of private development efforts within the southern portion of the Hardman Triangle site in 2026, it is critical to advance the design of these public improvements to align with the site's redevelopment. With this in mind, Staff has worked with Urban Ecosystems to develop a design scope for public improvements and to assemble a

qualified, multidisciplinary team to ultimately deliver construction documents for all planned public improvements in the district.

The comprehensive proposal for services is included as an attachment, but in summary the proposed scope of work entails the following:

- Architectural and structural assessment of existing buildings to support proposed demolition, deconstruction, re-purposing, and material salvaging efforts
- Geotechnical investigations and stormwater management modeling, analysis, and design
- Full design of all proposed park, street, utility, and parking infrastructure (30%-60%-90%-100%)
- Project management and design coordination (at least six specialized consultants are on the team representing specific disciplines)

To be clear, this 12+ month-long effort will ultimately result in the preparation of construction documents that will be used for the solicitation and potential award, through future public bidding processes, of one or more construction contracts for the public improvements in this area. This comprehensive, integrated design scope is proposed at a total fee of \$665,750.

SOURCE OF FUNDS

Development Fund, South Triangle TIF District Fund

ATTACHMENTS

1. Hardman Triangle Public Improvement Civil Design Scope of Work

HARDMAN TRIANGLE PUBLIC REALM

Professional Services Proposal
December 12, 2025

December 12, 2025

Mr. Ryan Garcia
City Administrator, City of South St. Paul
Executive Director, South St. Paul Economic Development Authority
125 Third Avenue N
South St. Paul, MN 55075

Dear Ryan,

Per your request, please find enclosed a professional services proposal for continuation of professional services for the Hardman Triangle Public Realm improvements. The basis for these improvements was established in the Public Realm Concept Plan prepared by Urban Ecosystems from July to October 2025 (see Exhibit 1 and 2). The Plan's development included monthly meetings with city staff, along with input from the Parks & Recreation Advisory Committee and City Council. The result is a substantial array of improvements for 8.9 acres of the Hardman Triangle, including a new public park, streets, utilities, and a host of passive and active park amenities. It is envisioned that the park will serve city residents as well as providing a catalyst for future private investment and economic redevelopment in the Hardman Triangle. These new public spaces will transform a historically industrialized portion of the city's riverfront for public use for the first time in the city's history. The enclosed describes the project approach, scope of work, and schedule for landscape architecture, architecture, civil, structural, geotechnical, water resource, and MEP engineering to advance the Concept Plan to bidding.

Based on our experience in developing the Public Realm Concept Plan, we understand that the public realm improvements are more than just a new park. Rather, the work consists of at least four interrelated capital improvement projects. Any one of these projects is representative of an ordinary stand-alone city capital improvement project.

First is a brownfield remediation project to ensure safe public use of the property while protecting human health and environmental resources. At Hardman Triangle, the remediation work will be completed in conjunction with municipal street and park improvements.

Second is a building demolition, deconstruction, and materials salvaging project, which in this case aims to reduce demolition cost and optimize beneficial material re-use in construction.

Third is the design and construction of over 1,600 linear feet of new municipal street, sanitary sewer, and water main improvements. This will also include stormwater management that is integrated within the street and park spaces.

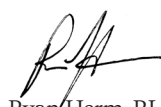
Fourth is the design and construction of a new 4-acre urban public park and a 15-acre temporary park. The 4-acre park will be a city-wide destination that directly serves the residents of South Saint Paul and the broader Twin Cities community. The park will create active and passive recreation amenities, restore urban ecological systems, and interpret community cultural history through repurposed industrial structures, recycled building materials, and future-oriented, interactive interpretive media.

Given the Triangle's long industrial legacy, the site redevelopment presents a range of complex challenges. Therefore, the site's transformation requires a high level of coordination and foresight across multiple sub-projects, professional disciplines, and bid packages. To accomplish this, we propose an approach that is collaborative, creative, and forward-thinking. Urban Ecosystems is currently under contract with the city and has grown familiar with public realm intent, site history, environmental complexities, and coordination challenges. Therefore, we will lead the consultant team, which includes Urban Ecosystems (prime consultant; project management; park and street ROW landscape architecture), Underhill Architects (architecture), Chris Hartnett & Associates (structural engineering), Kimley Horn (street, utilities, and stormwater civil engineering) and AET (geotechnical engineering). We envision working closely with Braun Interterc, the city's consultant for building hazardous materials assessments and site environmental engineering and assessments. We also will continue to collaborate with Tushie Montgomery Architects, who leads the design team responsible for the first phase of private development.

The attached professional services scope of work and fee proposal describes a 16-month schedule to advance the public realm concept through full design, engineering, and bidding. We look forward to continuing to work with you and staff!



Matthew Tucker
Project Director



Ryan Herm, RLA
Partner in Charge

PROJECT APPROACH + PROPOSED SCOPE OF WORK

PROJECT APPROACH

The **Design Approach** recognizes that the public realm will function as a destination urban park for the city. In our experience, this means anticipating a wide spectrum of public realm activities across a broad spectrum of daily and seasonal use and varying user demographics. This means the design improvements—whether sidewalk widths, play area size, or the number of restroom stalls—will accommodate passive park use by individuals and families as well as community-wide events that attract a large number of visitors. Importantly, we will seek to minimize demolition and off-site disposal costs by maximizing the salvaging and reuse of buildings and materials. This key strategy applies to everything from site furnishings, such as benches and play equipment, to mass grading and earthworks that repurpose excavated soils, demolished pavements, and building materials.

The **Project Delivery Approach** is based on close coordination and integration of a variety of municipal improvements across several disciplines. This requires a stepwise process that simultaneously considers the details of specific improvement projects and the big picture of how each improvement serves the larger whole. The proposed scope of work allows for the design, engineering, and eventual construction to have multiple, compounding benefits that would be difficult to achieve if each project were completed separately. For example, soil excavation required for utility and stormwater infrastructure will be completed in conjunction with environmental remediation. In turn, remediated excavated soils suitable for on-site reuse will be utilized in the construction of park amenities.

The approach depends upon a clear understanding of the timing, coordination, and communication necessary to orchestrate a variety of professional disciplines while retaining enough flexibility to adapt to unknowns that are endemic to brownfields. Therefore, we propose that the Scope of Work be subdivided into seven primary tasks:

Task 1	Project Administration and Coordination
Task 2	Building Schematic Design (15%)
Task 3	Bid Package #1: Demolition, Deconstruction, and Salvaging
Task 4	Geotechnical and Stormwater Analysis
Task 5	Preliminary Design (30%)
Task 6	Bid Package #2: Street, Utilities, and Preliminary Earthworks (60%, 90%, 100%)
Task 7	Bid Package #3: Park and Building Construction (60%, 90%, 100%)

The proposed approach utilizes three different bid packages, each tailored to the specialized construction expertise necessary for the specific scope of work:

Bid Package #1 requires construction expertise in heavy demolition, deconstruction of buildings, and salvaging materials for reuse.

Bid Package #2 requires construction expertise in street, utility, and earthwork improvements.

Bid Package #3 requires construction expertise in park and park-related building improvements. As the last construction work, this work also completes anticipated soil remediation and capping prior to public use.

The phased bid strategy allows for staggered construction periods, which benefits the overall public realm construction. For example, initial building demolition and deconstruction will help identify the quantity and quality of materials that can be salvaged and creatively repurposed in subsequent design tasks. Additionally, excavation completed in Bid Package #2 can be characterized and reused for the earthworks construction in Bid Package #3. Accelerating the construction schedule for bid packages #1 and #2 also coincides with construction work that will need to be coordinated with the anticipated Phase 1 private development design and construction schedule.

Each bid package includes bidding-related services up to the Award of Contract. Bid Package #1 also includes professional services for construction administration and observation during demolition. As discussed with staff, Bid Packages #2 and #3 do not include construction administration or observation services; these services will need to be completed under a separate future agreement.

SCOPE OF SERVICES

TASK 1: PROJECT ADMINISTRATION AND COORDINATION

This task includes the overall project management to help ensure timely and cost-effective execution of the project. This includes coordination and communication with the city (and its consultants) and the project team. This task also includes coordination and communication with third parties, including stakeholders, adjacent development team(s), and regulatory agencies.

Task 1.1 Project Administration

This task includes the following work and/or work products:

- a. Establish overall priorities of the scope of work and project strategy
- b. Primary communication liaison between the project team and city staff
- c. Select, subcontract, and manage a team of professional service firms to perform the specialized scope of work
- d. Verification of program and scope of work throughout design progression
- e. Establish parameters for field investigations and studies
- f. Establish parameters for overall and sub-project design and production of alternatives
- g. Identify potential project-related risks, minimize uncertainty, and mitigate unexpected challenges
- h. Assist city staff in value-based decision-making
- i. Monitor and update Opinion of Probable Construction Cost
- j. Prepare submittals and presentations
- k. Assist City staff in funding applications

Task 1.2 Project Coordination and Meetings

This task includes the following work and/or work products:

- a. Establish project schedules, progress benchmarks, and submittal deadlines
- b. Establish coordination necessary for integrating the scope of work among the project team
- c. Establish and run project meetings (up to 32 meetings) for purposes of project updates and coordination between the project team and:
 - City staff (and its consultants)
 - Regulatory agencies
 - Stakeholders and relevant third parties
 - Adjacent private development consultant team
 - Others as needed

TASK 2: Building Schematic Design (15%)

The Public Realm Concept Plan includes a conceptual strategy for re-purposing portions of the Long Cheng building, its outbuilding, and the Poultry Building. This task is necessary to test and further advance this concept through the lens of architectural and structural engineering expertise. This task is also necessary so that the building demolition, deconstruction, and salvaging can be completed with accurate as-built information. This task includes the evaluation, programming, and preliminary design strategies for partial adaptive reuse of existing buildings and design strategies for new buildings.

2.1 Architectural Evaluation and Programming

The project team will conduct a visual evaluation of the existing interior spatial, material, and structural systems of the existing buildings to document existing conditions. This documentation will include photography and field measurements, leading to the preparation of as-built floor plans and elevations. Based on this evaluation, the project team will prepare reuse strategies derived from the Concept Plan program, which includes:

- Multi-story Park Observatory (portions of Long Cheng Building)
- Restrooms and Maintenance Closet (portions of Long Cheng Building and/or new structure)
- Picnic Shelter (portions of Long Cheng Building or its outbuilding, and/or new structure)
- Adventure Play (Poultry Building)
- Other program elements to be determined, as needed

This task includes the following work and/or work products:

- a. Site visit and visual evaluation of existing conditions
- b. As-built floor plans, sections, elevations (in digital 3D model format) for use as baseline “survey” for architectural and structural engineering design, and subsequent demolition and deconstruction
- c. Building program evaluation

2.2 Preliminary Architectural Schematic Design

Based on the evaluation of the conceptual program and existing building conditions, the project team will consult with the city to verify intended building adaptive reuse and programming. The project team will then fine-tune and advance the Concept Plan building program into a preliminary architectural schematic design that establishes the initial spatial, material, and structural engineering strategies for building re-purposing, deconstruction, demolition, or new construction.

This task includes the following work and/or work products:

- a. Schematic Floor Plans, Elevations, and Sections
- b. Schematic Architectural and Structural Engineering Details
- c. Preliminary Materials Strategy

TASK 3. BID PACKAGE #1: DEMOLITION, DECONSTRUCTION, AND SALVAGING

The Public Realm Concept Plan calls for select demolition, deconstruction, and salvaging of existing buildings and pavement materials. This task is necessary to evaluate, document, and describe the specific disposition of existing building and site materials. The anticipated strategies include a mix of demolition, deconstruction, and preservation, with intended goals of in-situ reuse, ex-situ reuse, adaptive reuse, salvaging, or other strategies to be determined. Based on the evaluation and goals, bid documents (Bid Package #1, see Exhibit 3) will be prepared and advertised. After Bid Package #1 Contract award, the project team will also participate in construction administration and observation related tasks.

3.1 Materials Characterization (Non-hazardous)

This task includes work to document and characterize existing site and building(s) conditions, which are necessary to establish the baseline strategies for:

- Adaptive reuse of existing building spaces, materials, furnishings, and site pavements;
- Deconstruction of buildings, site pavements, or other existing elements to maximize recovery of salvageable building materials, either for on-site reuse as renewed construction components or off-site

- recycling;
- Demolition of buildings, site pavements, or other existing elements for recycling and reuse on-site as construction fill material or as waste for off-site disposal.

The project team will conduct a visual survey of building exteriors and interiors as well as the overall site. This survey will utilize photographs, video, and field measurements to inventory and document the existing site conditions. For portions of buildings to remain, the project team will prepare field-measured as-built drawings. In addition, the project team will review the previously prepared Hazardous Materials Report (Braun Intertec, December 2021). Based on this information, the project team will identify opportunities and challenges for material reuse and/or salvaging, as well as material quantities, as necessary for the MPCA permit and bidding. From this evaluation, the project team will characterize known/visible non-hazardous building and site materials for either adaptive reuse, deconstruction, or demolition. The results of this work will be reported in a Materials Management Plan (MMP)

This task includes the following work and/or work products:

- a. Visual survey of building interiors and exteriors
- b. Field measurements
- c. As-built drawings
- d. Materials Management Report

The following work and/or work products are NOT included in this task:

- ⊗ Investigation, evaluation, and characterization of potentially hazardous or hazardous materials/waste. We will rely upon the existing Hazardous Building Materials Inspection Report (2021). If additional hazardous building materials evaluation and characterization is required, we assume this scope of work will be completed by a separate city-contracted consultant and/or contractor qualified in building-related hazardous waste materials (i.e., ACM and PACM).

3.2 Demolition, Deconstruction, and Salvaging Bid Set

This task includes preparation of bid documents that describe the scope of work for a contractor to bid upon above- and below-ground demolition, deconstruction, and material salvaging. This task includes the following work and/or work products:

- a. Construction Drawings, proposed to include:
 - Project Cover
 - General Information, Notes, Symbols, and Abbreviations
 - Site Survey (previously prepared, by others)
 - As-built floor plans and elevations (for relevant portions to remain)
 - Site Reference and Key Plan
 - Composite Reference Sections
 - Erosion and Sedimentation Control Plan
 - Utility Disconnection and Abandonment Plan
 - Site Demolition and Deconstruction Plans
 - Building Demolition and Deconstruction Plans, Sections, and Elevations
 - Temporary Stabilization and Shoring Plans, and Details
 - Stockpile and Materials Salvage Storage Plan
- b. Technical Specifications
- c. Appendices, including Materials Management Plan (Task 3.1), Building Hazardous Materials Report (previously prepared by others), or other documents.

- d. Statement of Estimated Quantities
- e. Assemble Bid Package #1 Project Manual, including technical plans and specifications, as well as City of South St. Paul standard bid forms and construction contract requirements and Hazardous Materials plans and specifications (prepared by others and included for convenience).
- f. Advertise bid documents via QuestCDN.
- g. Organize and manage the pre-bid meeting and site walk-through.
- h. Receive, organize, and manage bidder questions and issue responses to Bidder Questions through Bid Addenda.
- i. Review bids for compliance with bid requirements and bidder qualifications.
- j. Prepare a comparative Bid Tabulation of all responsive bids and provide a Bid Award recommendation to the client.
- k. Assist the city in negotiating a Contract with the selected bidder.

The following work and/or work products are NOT included in this task:

- ⊗ Drawings and/or Technical Specifications describing work related to hazardous materials/waste. Such work, prepared by others, may be included in the Bid Documents, via Project Manual appendices, for convenience and reference.
- ⊗ City of South St. Paul standard bid forms and construction contract requirements.

3.3 Demolition, Deconstruction, and Salvaging Construction Administration

Once a construction contract is awarded, the project team will conduct site visits to observe the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, we will endeavor to determine, in general, if such work is proceeding in accordance with the contract documents. Reviews, approvals, or other actions by Urban Ecosystems or its consultants will not extend to the Contractor's means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.

This task includes the following work and/or work products:

- a. After the contract award, attend one (1) pre-construction meeting with city staff and the selected Contractor.
- b. After contract award, provide information to the selected Contractor as necessary for the MPCA demolition permit.
- c. Construction progress site visits (up to 6 meetings).
- d. In-progress Field Reports, describing construction progress.
- e. Response to Contractor Progress Reports, Request(s) for Information (RFI), Submittals, and Change Order(s).
- f. Review of Construction Change Directive(s), Contractor Pay Requests, and other submittals.
- g. One (1) preliminary and one (1) final punch list inspection.

Due to variables that may be encountered during construction, additional services may be required. The following Additional Services are not included; if required to be performed, these services will be completed on an additional services basis:

- ⊗ Additional site visits beyond those listed above.
- ⊗ Additional construction administration related services due to Owner or Contractor revisions and changes in approved drawings and the preparation of alternates and change orders requested by the Owner or Contractor.
- ⊗ Additional services with respect to replacement of any work damaged during construction.
- ⊗ Additional services required as a result of the default, insolvency, or other contractual failure to perform of the Contractor.

TASK 4: GEOTECHNICAL AND STORMWATER ANALYSIS

Task 4.1 Geotechnical Investigation and Analysis

This task evaluates the subsurface geologic and soil conditions necessary for design and construction. This evaluation includes field and laboratory testing to determine the physical and mechanical properties of the soil. This information provides the basis for geotechnical engineering analysis, and design and construction recommendations tailored to site-specific subsurface conditions. Prior geotechnical reports for the Hardman Triangle were completed in 2022 and 2024. The work of this task will append and incorporate these investigations and analysis with additional testing for areas not previously addressed and for new design criteria based on the park improvements proposed in the Public Realm Concept Plan. Given the exploratory nature of the investigations, fieldwork will be coordinated for concurrent environmental screening by the city/Braun Intertec.

This task includes the following work and/or work products:

- a. Conduct three (3) new in-situ Standard Penetration Test borings, up to 14'-6" deep, for up to three locations. Drilling, excavation, and sampling shall be performed in accordance with current applicable ASTM standards and include boring location coordinates and elevations.
- b. Conduct exploratory test pit trenching, to 10 feet in depth, for up to four (4) locations associated with the proposed street centerline and municipal water/sewer, and known historic locations of packing house structures and their potential foundations/floors.
- c. Perform visual characterization of recovered soil samples and test pit excavations.
- d. Perform laboratory analysis and characterization of soil samples.
- e. Perform geotechnical analysis of research, field, and laboratory data to characterize and interpret the subsurface conditions.
- f. Prepare an evaluation and report of the subsurface conditions, design parameters, and recommendations for design elements, including but not limited to:
- g. Grading procedures to prepare the amenity areas for structural support, including comments on the suitability of the on-site soils for reuse as fill.
- h. Foundation types and depths, including allowable soil bearing capacity and estimates of foundation settlement for park structures, as well as vehicular and pedestrian pavement and slab types.
- i. Backfilling procedures, including material types and compaction requirements.
- j. Preparation of the subgrade for exterior bituminous pavements for pedestrian and vehicle traffic.
- k. Estimated subgrade R-value.
- l. Pavement section thickness designs.
- m. Comments on other items which may affect final performance or constructibility (such as frost heave and drainage considerations).

Task 4.2 Stormwater Design and Analysis

The Hardman Triangle Master Plan and the subsequent Public Realm Concept Plan call for a centralized stormwater management system that serves both the public improvements (streets, parking, and park) and future, private development at adjoining parcels (building and parking). The Public Realm Concept Plan maintained the Master Plan's overall approach to stormwater, but modified its location(s) to be more fully integrated with public realm aesthetic, social, safety, and ecological functions. As a continuation of the Public Realm Concept Plan, Urban Ecosystems will lead the preliminary design of the park, street, and stormwater systems to ensure the stormwater infrastructure is both functional and aesthetically and experientially integrated with the needs of a multi-functional urban park.

Based on the ongoing preliminary design, the civil engineering consultant will conduct a stormwater analysis for the total 18-acre development area, including:

- Public Realm Improvements, including street, parking, buildings, and park spaces. These improvements are currently in the initial design phase.
- Phase 1 Private Development, including buildings, parking, access drives, and landscape areas. These improvements are currently in the initial design phase.
- Phase 2 and 3 Private Development, including buildings, parking, access drives, and landscape areas. These improvements are currently in Master Plan phase and level of detail is gross square foot massing only.

Similar to the Master Plan, the stormwater analysis will divide the 18-acre Hardman Triangle into stormwater treatment sub-areas that directly relate to park spaces and future private development phases. An evaluation of existing conditions will be completed to understand the potential site volume requirements. The analysis will assume no off-site stormwater (areas outside of the Hardman Triangle) will be included in either the analysis or the stormwater-related improvements. The stormwater management system will include a combination of above-and/or below-ground storage and bio-retention BMPs, along with off-the-shelf and custom appurtenances. Due to existing groundwater elevations and soil remediation requirements, we understand that infiltration BMPs will not be permitted; therefore, the stormwater concept is largely based on volume storage and peak flow control.

Based on recent discussions with city staff, we understand the following conditions apply to the surrounding municipal system:

- The existing Hardman Ave stormwater pump station has equipment that is at, or very near, its life expectancy and needs replacement.
- A portion of the existing pipe immediately downstream of the pump station is likely undersized and may need replacement.
- Existing public storm sewers at Grand and Hardman Avenues may have limited additional volume capacity.
- We also understand that prior to initiating the analysis, the city will video existing sewers at Hardman and Grand Ave to determine their existing condition.

Based on this understanding, the current stormwater system within the neighboring streets (Hardman Avenue and Grand Avenue) will be included in the analysis, as necessary, to inform the design of the on-site stormwater system. Based on the stormwater analysis, we will also include recommendations for improvements to the existing pump station on Hardman Avenue in concert with public realm site and stormwater improvements, as well as any proposed improvements to the existing local drainage network along Hardman Avenue and Grand Avenue. The hydraulic modeling and analysis for stormwater treatment will be consistent with MPCA and city standards. The analysis will also include a comparative analysis to the Master Plan stormwater concept previously prepared by Barr Engineering.

The following work and/or work products are included in this task:

- a. Existing Public Utilities evaluation
- b. Preliminary Stormwater Management design (30%)
- c. Coordination and courtesy review with Lower Mississippi River WMO.
- d. Stormwater Calculations and Analysis Report (submitted with Task 6 at 60% completion)

The following work and/or work products are NOT included in this task:

- ⊗ Televised inspection of existing stormwater and/or sanitary sewers. We understand that the city will televise existing stormwater pipes, as relevant to this scope of work, prior to stormwater analysis.
- ⊗ We assume that no pressurized storm sewer systems, other than the existing pump station on Hardman Avenue, are to be evaluated with the project. If a new pressurized storm sewer system is required, then design for new pressurized systems will be considered an Additional Service.
- ⊗ We assume the existing parking lot stormwater infrastructure, located north of the “Poultry” building, is

currently functional and provides adequate service for the parking lot. If existing parking lot stormwater infrastructure is found to be inadequate or non-functional, then design for repair or replacement of existing systems will be considered an Additional Service.

TASK 5: PRELIMINARY DESIGN (30%)

The goal of this task is to fix, describe, and confirm the size and character of all proposed park, street, and parking improvements. This includes establishing the initial horizontal and vertical layout, size, and character of streets, buildings, stormwater, landscape, and utilities improvements necessary for more detailed elaboration and specificity in subsequent project phases. During this phase, the placement and/or refurbishment of salvaged materials will be identified.

When complete, the preliminary design will articulate the preferred location, form, and size of the park improvements, while also identifying important spatial, material, and functional aspects. The work will be communicated through a variety of to-scale illustrations, such as site plans and sections, as well as initial perspective renderings that accurately convey the intended experiential character of proposed site improvements. To assist with the evaluation of the Preliminary Design, this phase of work includes an initial opinion of probable construction cost. The 30% submittal will be assembled into a PDF and will include a Basis of Design Report that provides a narrative description of proposed public realm improvements.

The following work and/or work products are included in this task:

- a. Preliminary Design Submittal:
 - General Drawings (Cover and General Information, Site Reference Plan, Site Survey, etc.)
 - Composite Reference Sections
 - Erosion and Sedimentation Control zones
 - Site Layout Plan
 - ADA Access Plan
 - Site Materials Plan
 - Site Grading Plan with significant spot elevations
 - Street Horizontal Alignment Plan
 - Sanitary Sewer and Water Main Plans
 - Street Typical Sections and Details
 - Street Signage and Striping Plan
 - Rainwater Collection and Distribution Plan
 - Building Floor Plans
 - Building Interior and Exterior Elevations
 - Site lighting alternatives
 - Site furnishings alternatives
 - Interpretive signage alternatives
 - Site planting zones and typical plant species
 - Significant Architecture, Landscape Architecture, and Structural Details
- b. Basis of Design Report
- c. Opinion of Probable Construction Cost

TASK 6: BID PACKAGE #2- STREET, UTILITIES, AND PRELIMINARY EARTHWORKS (60,90,100% SUBMITTALS)

The Hardman Triangle Master Plan and Public Realm Concept Plan identify the need for new street, utility, and stormwater improvements that service the public park and future private development. This task is necessary to create design, engineering, and bid documents for the future municipal street, utilities, and stormwater improvements. These

improvements will be included in Public Realm Bid Package #2. We will assemble all work prepared in this task, prepare bid documents, and advertise the project for bid via Quest CDN (or other approved). Due to the excavation required for these improvements, this work will also include preliminary earthworks for the park area (park construction to be completed in Bid Package #3) and coordination with Braun Intertec as relevant to the RAP soil/groundwater mitigation. All plans and specifications will be in accordance with the City of South St. Paul, CEAM, and MnDOT specifications and standard plans, including city modifications to standard MnDOT specifications. The design and engineering in Task includes the following, which is also shown on Exhibit 4.

- New municipal residential street (+/- 1,680 linear feet), with a 60-foot (minimum) right-of-way, 11-foot vehicle travel lanes, 8-foot on-street parking, curb and gutter, non-signalized traffic control, street lighting, directional and regulatory signage, sidewalks, and landscape improvements.
- Street access to, and resurfacing of, the existing parking lot (70–80 parking spaces).
- Evaluation of public utility connections to the existing utilities at Grand and Hardman Avenues.
- Design and engineering of new municipal utilities, including an extension of a looped watermain (assumed 6 to 12-inch pressurized ductile-iron pipe) between Grand Ave. and Hardman Ave. and an extension of a new sanitary sewer (assumed 8-inch gravity), both to be located within the new street right-of-way.
- Design and engineering of stormwater collection, conveyance, and storage systems and associated appurtenances suitable for the aesthetics and function of an urban park. Given existing soil and groundwater characteristics, the stormwater management system will consist of structural and vegetative Best Management Practices (BMPs) that focus upon storage volume treatment, bioretention, and filtration.

The project team will design the street, parking, utilities and stormwater improvements included within Bid Package #2. Due to the excavation required for these improvements, this work will also include preliminary earthworks for the park area (park construction to be completed in Bid Package #3). This work assumes that no sanitary lift stations, nor pressurized storm sewer systems, other than the existing pump station on Hardman Avenue, are to be evaluated with the project. All plans and specifications will be in accordance with the City of South St. Paul, CEAM, and MnDOT specifications and standard plans, including city modifications to standard MnDOT specifications.

The following work and/or work products are included in this task:

- a. Coordination with city staff to determine and evaluate stormwater system level of service, treatment area alternatives, operations and maintenance requirements, and cost impacts of the alternatives.
- b. Coordination with city staff and city's Environmental Engineer to evaluate anticipated site remediation requirements and Response Action Plan (RAP) recommendations.
- c. Construction Drawings, proposed to include:
 - Project Cover
 - General Information, Notes, Symbols, and Abbreviations
 - Site Survey (previously prepared, by others)
 - Site Reference and Key Plan
 - Composite Reference Sections
 - ADA Accessibility Plan and Details
 - Existing Tree and Plant Protection Plan
 - Erosion and Sedimentation Control Plan
 - Preliminary Soil Management Plan
 - Site Layout Plans and Plan Enlargements
 - Site Grading Plans and Plan Enlargements
 - Street and Storm Sewer Plan and Profiles
 - Photometric Analysis and Site Lighting Plans for Street and Parking Areas
 - Tree, Shrub, and Groundcover Planting Plans, Schedules and Details for stormwater bioretention areas
 - Traffic Signage and Striping Plans, Schedule and Details
 - Civil, Landscape Architecture, and Structural Details
- d. Technical Specifications

- e. Appendices, including Geotechnical Report, Environmental Phase I, II and RAP/CCC Plan
- f. Updated Opinion of Project Cost and Statement of Estimated Quantities
- g. SWPPP
- h. Quality control review and coordination submittals at 60%, 90% and 100% completion. Assumes 60% plans will be the basis of design for Response Action Plan.
- i. Preparation of Project Manual (60% outline, 90% draft, 100% final)
- j. Assemble Bid Package #2 Bid Documents, including Project Manual, Drawings, Technical Specifications, as well as City of South St. Paul standard bid forms and construction contract requirements, and Appendices
- k. Advertise bid documents via QuestCDN or approved equivalent.
- l. Organize and manage the pre-bid meeting and site walk-through.
- m. Receive, organize, and manage bidder questions and issue responses to Bidder Questions through Bid Addenda.
- n. Review bids for compliance with bid requirements and bidder qualifications.
- o. Prepare a comparative Bid Tabulation of all responsive bids and provide a Bid Award recommendation to the client.
- p. Assist the city in negotiating a Contract with the selected bidder.

The following work and/or work products are NOT included in this task:

- ⊗ City of South St. Paul standard bid forms and construction contract requirements.
- ⊗ Response Action Plan(s) and Construction Contingency Plan(s) prepared by others, but to be included in the Project Manual appendices for convenience and reference.

TASK 7: BID PACKAGE #3 PARK AND BUILDING CONSTRUCTION (60,90,100% SUBMITTALS)

The Public Realm Concept Plan identifies a variety of improvements that create a new public park for residents of South St. Paul. This new park space will be distinctive in that it quite literally builds upon the industrial legacy of the city. In doing so, the park integrates cultural history, sustainable building and materials reuse, urban ecology, and contemporary urban park uses. For a full list of specific park improvements, see the Public Realm Concept Plan completed in October 2025. This task is necessary to create the design and bid documents for the future park improvements (Bid Package #3, see Exhibit 5), as follows:

- Final earthworks and grading, in coordination with geotechnical and environmental engineering parameters.
- Park, public right-of-way (ROW), and boulevard landscape improvements, including pedestrian sidewalks, trees, shrubs, turfgrass, and meadow grasses. (Stormwater bioretention areas are addressed in Bid Package #2/Task 6).
- Pedestrian pavements for access and circulation, gathering, and multi-functional spaces. Portions of the pedestrian pavement will include new pavements while others will utilize refurbished or reclaimed pavements salvaged from building or site demolition.
- Site furnishings, including tables, benches, porch swings, trash receptacles, and other elements necessary for park use. Site furnishings will utilize refurbished building salvage materials to the greatest extent possible.
- Utility services for building and park event programming.
- Stormwater collection and conveyance for park-related site and building improvements (i.e., building rainwater leaders or park area drains), with connections to the primary stormwater system design (see Task 4).
- Pedestrian lighting for primary walkways, along with building interior and exterior spaces.
- Park observatory with interior elevator and/or staircase from ground floor to top floor. This will be located in areas of deconstructed and refurbished building spaces and will be a combination of refurbished space and new construction.
- Park restroom, park office/storage space, and maintenance closet. These program uses will be located in areas of deconstructed and refurbished building spaces or be a combination of refurbished space and new construction.
- Picnic shelter for family or group gatherings. The shelter will consider opportunities to refurbish deconstructed building space or be a combination of refurbished space and new construction.
- Play area located within the partially demolished and/or selectively deconstructed Poultry Building. At present, the play equipment will utilize a combination of refurbished walls, floors, and structural supports along with park-

- specific custom play equipment and manufactured play equipment.
- Landscape improvements, including trees, shrubs, turfgrass, and meadow grasses to provide a variety of benefits for public enjoyment.
- Cultural interpretation with narrative and visualization techniques to share stories of site-specific land use and cultural history and larger community cultural history. Interpretation will incorporate custom, site-specific identity/branding and contemporary information technology (QR codes, etc.).
- Temporary open space soil capping and revegetation in areas of future private development.
- The project team will design the park improvements included within Bid Package #3. All plans and specifications will be prepared in 3-part Construction Specifications Institute (CSI) format with modifications to accommodate standard city modified MnDOT specifications (as necessary).

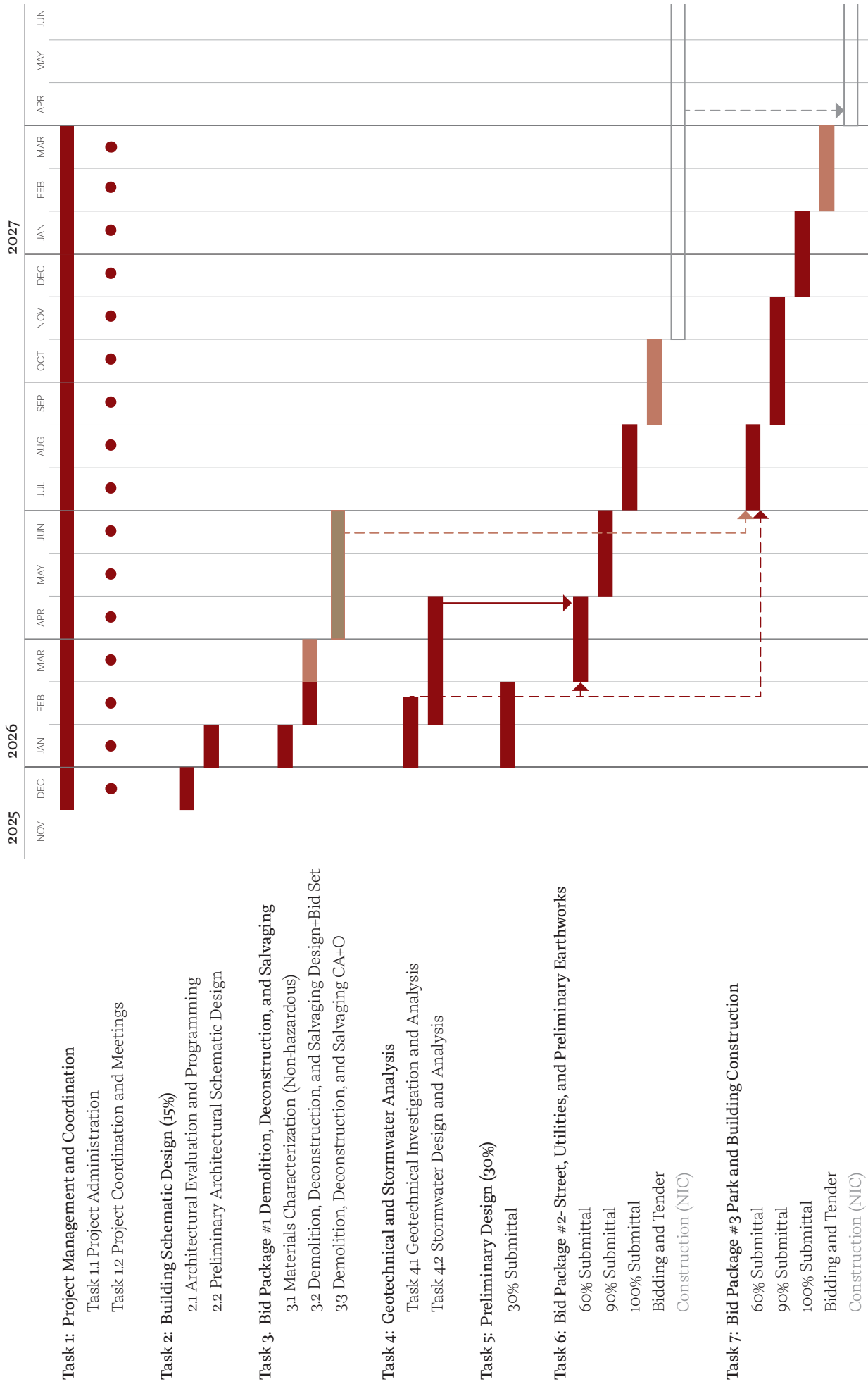
The following work and/or work products are included in this task:

- a. Construction Drawings, proposed to include:
 - Project Cover
 - General Information, Notes, Symbols, and Abbreviations
 - Site Survey (previously prepared, by others)
 - Site Reference and Key Plan
 - Composite Reference Sections
 - ADA Accessibility Plan and Details
 - Existing Tree and Plant Protection Plan
 - Erosion and Sedimentation Control Plan
 - Preliminary Soil Management Plan
 - Site Layout Plans and Plan Enlargements
 - Site Grading Plans and Plan Enlargements
 - Site Materials Plans
 - Building Floor Plans
 - Building Reflected Ceiling Plans (RCP)
 - Building Interior and Exterior Elevations
 - Building Door and Window Details and Schedules
 - Building Materials Plan and Schedules
 - Mechanical, Electrical, and Plumbing (MEP) Plans
 - Architectural, Structural, MEP, and Landscape Architecture Details
 - Building and Site Lighting Plans, Schedules, and Details
 - Tree and Groundcover Planting Plans, Schedules and Details
 - Shrub and Groundcover Planting Plans, Schedules and Details
 - Site Furnishings Plans, Schedules and Details
 - Interpretive Signage Plans, Schedules, and Details
- b. Technical Specifications
- c. Appendices, including Geotechnical Report, Environmental Phase I, II and RAP/CCC Plan
- d. Quality control review and coordination submittals at 60%, 90% and 100% completion.
- e. Preparation of Project Manual (60% outline, 90% draft, 100% final)
- f. Assemble Bid Package #3 Bid Documents, including Project Manual, Drawings, Technical Specifications, as well as city standard bid forms and construction contract requirements, and Appendices
- g. Advertise bid documents via QuestCDN or approved equivalent.
- h. Organize and manage the pre-bid meeting and site walk-through.
- i. Receive, organize, and manage bidder questions and issue responses to Bidder Questions through Bid Addenda.
- j. Review bids for compliance with bid requirements and bidder qualifications.
- k. Prepare a comparative Bid Tabulation of all responsive bids and provide a Bid Award recommendation to the client.
- l. Assist the city in negotiating a Contract with the selected bidder.

The following work and/or work products are NOT included in this task:

- ⊗ City of South St. Paul standard bid forms and construction contract requirements
- ⊗ Response Action Plan(s) and Construction Contingency Plan(s) prepared by others, but to be included in the Project Manual appendices for convenience and reference.

SCHEDULE



PROFESSIONAL SERVICES FEE

PROFESSIONAL SERVICES FEE

The following professional service fees are proposed for the aforementioned scope of work.

Task 1: Project Management and Coordination	\$43,250
Task 2: Building Schematic Design (15%)	\$7,000
Task 3: Bid Package #1 Demolition, Deconstruction, and Salvaging	\$24,000
Task 4: Geotechnical and Stormwater Analysis	
Task 4.1 Geotechnical Analysis	\$12,500
Task 4.2 Stormwater Analysis	\$45,000
Task 5: Preliminary Design (30%)	\$129,500
Task 6: Bid Package #2- Street, Utilities, and Preliminary Earthworks (60-90-100%)	\$159,500
Task 7: Bid Package #3 Park and Building Construction (60-90-100%)	\$245,000
Professional Services Fee Total	\$665,750

The schedule of proposed fees, per consultant, is as follows:

Urban Ecosystems	\$258,250
Kimley Horn	\$255,000
Underhill Architects	\$98,000
Chris Hartnett & Associates	\$42,000
American Engineering and Testing	\$12,500

EXCLUSIONS TO SCOPE OF SERVICES

The following information or professional services is not included in the proposed scope of work or professional service fees. We assume the city shall provide the following information or services as required for performance of the work. Should Urban Ecosystems be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- a. Application fees related to permitting or other regulatory agency reviews. These fees will be required to be paid directly by the city.
- b. Professional ALTA, topography, and/or boundary surveys by licensed site surveyor, if required, beyond those previously provided by the city.
- c. Legal descriptions of property, or modifications to same.
- d. Subdivision of property and plat of survey
- e. Soils, materials, or other testing, other than that provided with the Scope of Services.
- f. Existing site engineering and utility base information.
- g. Engineering other than that provided with the Scope of Services.
- h. LEED, SITES, or other 3rd party certifications
- i. US Army Corps of Engineers permitting or submittal packages.

- j. Wetland delineations, determinations, or permitting.
- k. Preparing a set of reproducible 'as built' record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor.
- l. Revisions to drawings, specifications or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within Urban Ecosystems and its consultants control.
- m. Providing additional services made necessary due to the city and/or Contractor, or by major defects or deficiencies in the work of the Contractor.

ADDITIONAL SERVICES

Additional Services are services provided by Urban Ecosystems and/or its subconsultants beyond the scope of the basic Scope of Services and when requested in writing by the city, shall entail additional compensation beyond the Compensation stated above. Upon notification, Urban Ecosystems will prepare an Additional Services Proposal describing the additional Scope of Work and Professional Fees for these services. Additional work will not commence without written authorization of the city.

OWNERSHIP OF DOCUMENTS

Per U.S. Copyright Act, Urban Ecosystems and its subconsultants shall be deemed the author and owner of all documents and deliverables, as instruments of service, developed pursuant to this Agreement and provided to the City of South St. Paul (collectively, the "Design Materials"). Subject to payment by the City of South St. Paul of all fees and costs owed, Urban Ecosystems grants to the City of South St. Paul a nonexclusive license to reproduce the Design Materials solely for the construction and use of the Project. This nonexclusive license does not include the provision of editable files in native format to the city.



HARDMAN TRIANGLE PUBLIC REALM SYSTEM

PUBLIC REALM SYSTEM CONCEPT PLAN LONG TERM IMPROVEMENTS

1. **South Entrance Drive** with subsurface rainwater volume storage and surface bioretention for Phase I in ROW. Standard 11 foot drive lane width.
2. **South "Park Street"** Standard 11 foot drive lane width. Street may be temporarily closed during special park events.
3. **Cottonwood Promenade.** Multi-purpose sidewalk (16 ft width) with shaded seating, riparian trees, and adjacent foot path with reclaimed concrete in meadow grasses and flowers (no mow). Swings and benches fabricated from reclaimed steel. Entire promenade an area for cultural storytelling.
4. **Overlook** (~15ft above cap finish grade) with seating and regional river map in pavement. Potential snow sledding on east, north, and west. Embankment slide and steps on north slope. 5% slope on south face.
5. **Rainwater Gardens,** provides stormwater filtration/bioretention for park, adjacent streets, and Phase II development
6. **Community table** picnic and small group gathering area.
7. **Boardwalk,** with metal grate decking walkway above rainwater gardens (alternate is landform+sidewalk but reduced bioretention area and stormwater storage volume)
8. **Picnic Lawn** with flat topography, same elevation as adjacent sidewalk. Overlooks rainwater gardens.
9. **Park Observatory,** refurbished open air Long Cheng building, with interior elevator and/or staircase from ground floor to top floor. Top floor with 360 panoramic views of city and river, with interpretive displays of stockyards and city history. Top floor has historic map of stockyards and Concord Ave business district. North side amphitheater steps into rainwater gardens. East side loading dock refurbished into multi-functional terrace with refurbished steel shade canopy.
10. **Picnic shelter with Restroom and Park+Rec space,** combination of refurbished Long Cheng columns, floors, and walls as feasible. New walls and roof. Picnic shelter under south end with adjacent gathering area and Meadow "Gardens" with stockyards "relics".
11. **Reservoir and Rainwater Gardens,** open air structure with partial reservoir walls. Potential fur (re)use as open-air cistern for rainwater collection. If necessary, rainwater gardens north of townhomes.
12. **Poultry building playground** (12), partial deconstruction for playspace and ramped sidewalk (13) to Concord Ave. Program includes:
 - Partial second floor for slides and climbing
 - Brick walls for climbing wall
 - Traditional and non-traditional play equipment
14. **Greenway public easement,** sidewalk to E. Grand Ave.
15. **Mississippi River Greenway trail spur** and parking area with bioretention for Phase 3 development area. Trail spur at Hardman Ave (16) requires re-striping travel lanes to accommodate on-street bike lane.



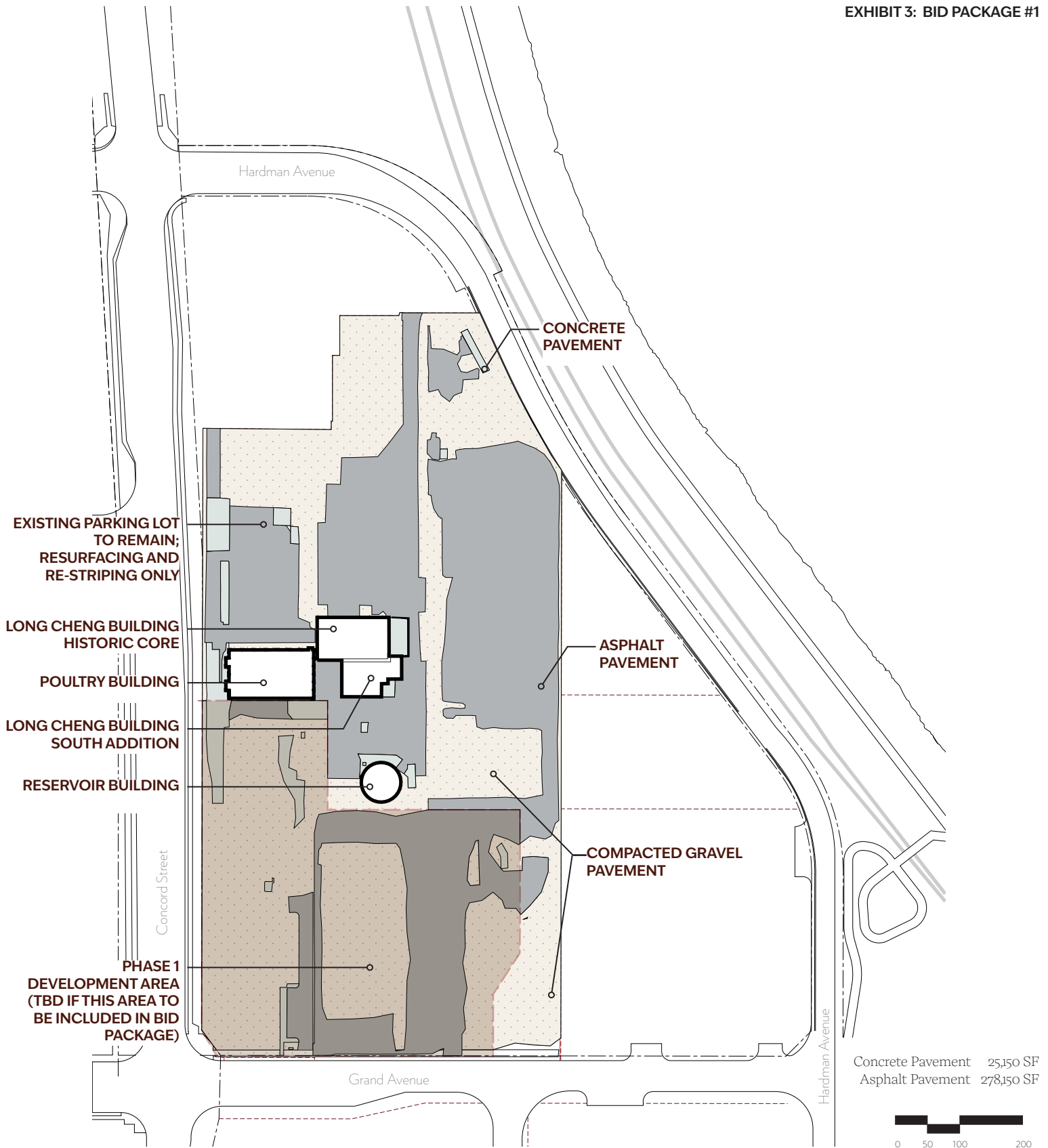
HARDMAN TRIANGLE PUBLIC REALM SYSTEM

PUBLIC REALM SYSTEM CONCEPT PLAN

See Public Realm System Concept Plan- Long Term Improvements for all areas not described in Phase 1 below.

17. **Refurbished Parking Lot**, resurfacing and restriping of existing parking lot for use as public parking. Retain existing stormwater infrastructure. Sidewalks connect to play areas and larger park.
18. **Temporary open space**, pavement removal and minor regrading for use as multi-functional open space. Variety of options include food truck court, farmers market, open lawn play area, tree nursery, community gardens, etc. \
19. **Sanitary and Water Main connection point** at Grand Avenue.
20. **Watermain connection point** at Hardman Avenue. Potential sanitary sewer connection, if required.
21. **Existing Hardman Ave pump station**. Two pumps at end of service life and in need of replacement. Potential replacement of existing storm pipe under Hardman Ave.

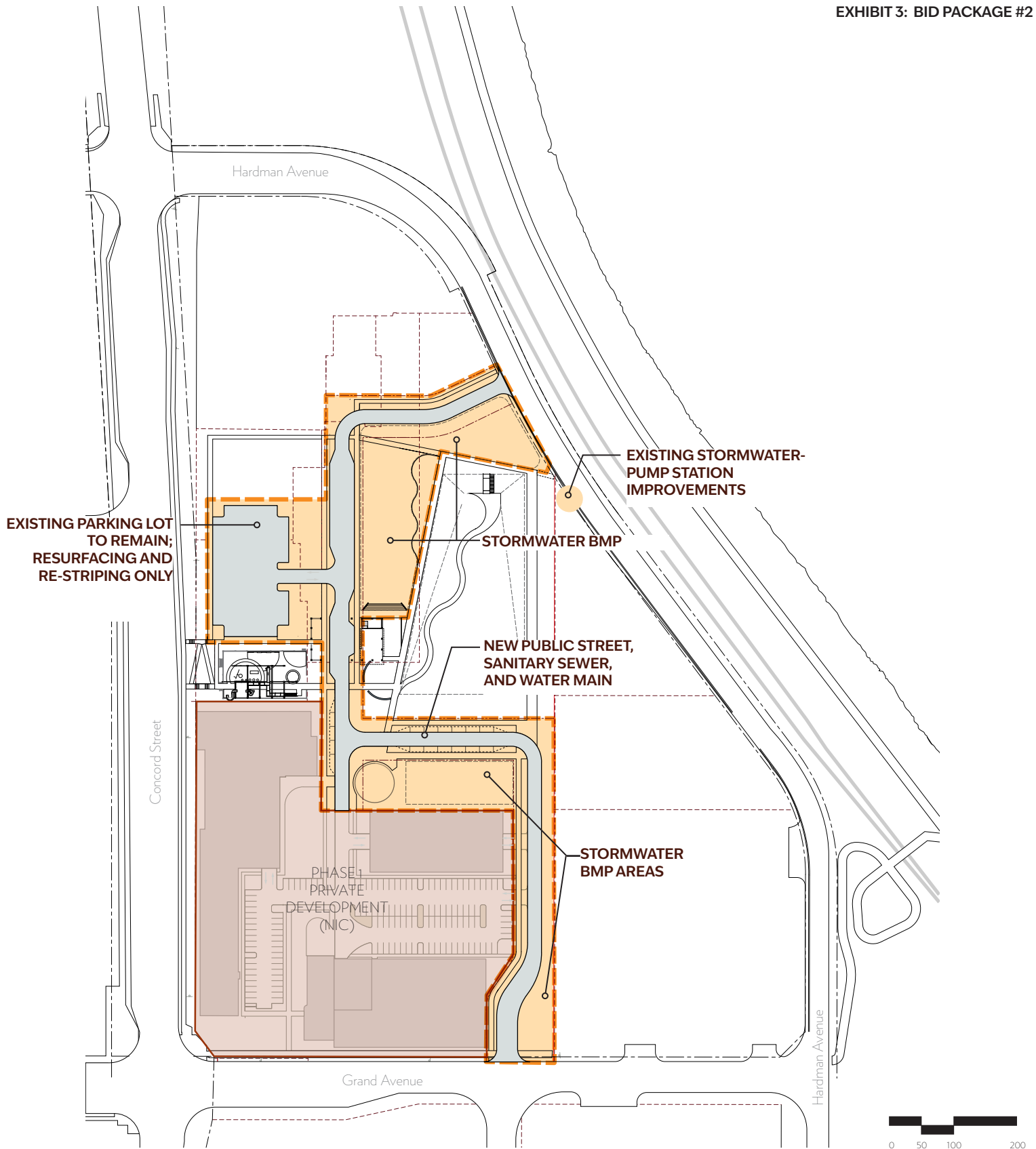
--- Public Realm Limit of Work



HARDMAN TRIANGLE PUBLIC REALM SCOPE OF WORK DIAGRAM

Bid Package #1- Demolition, Deconstruction, and Salvaging

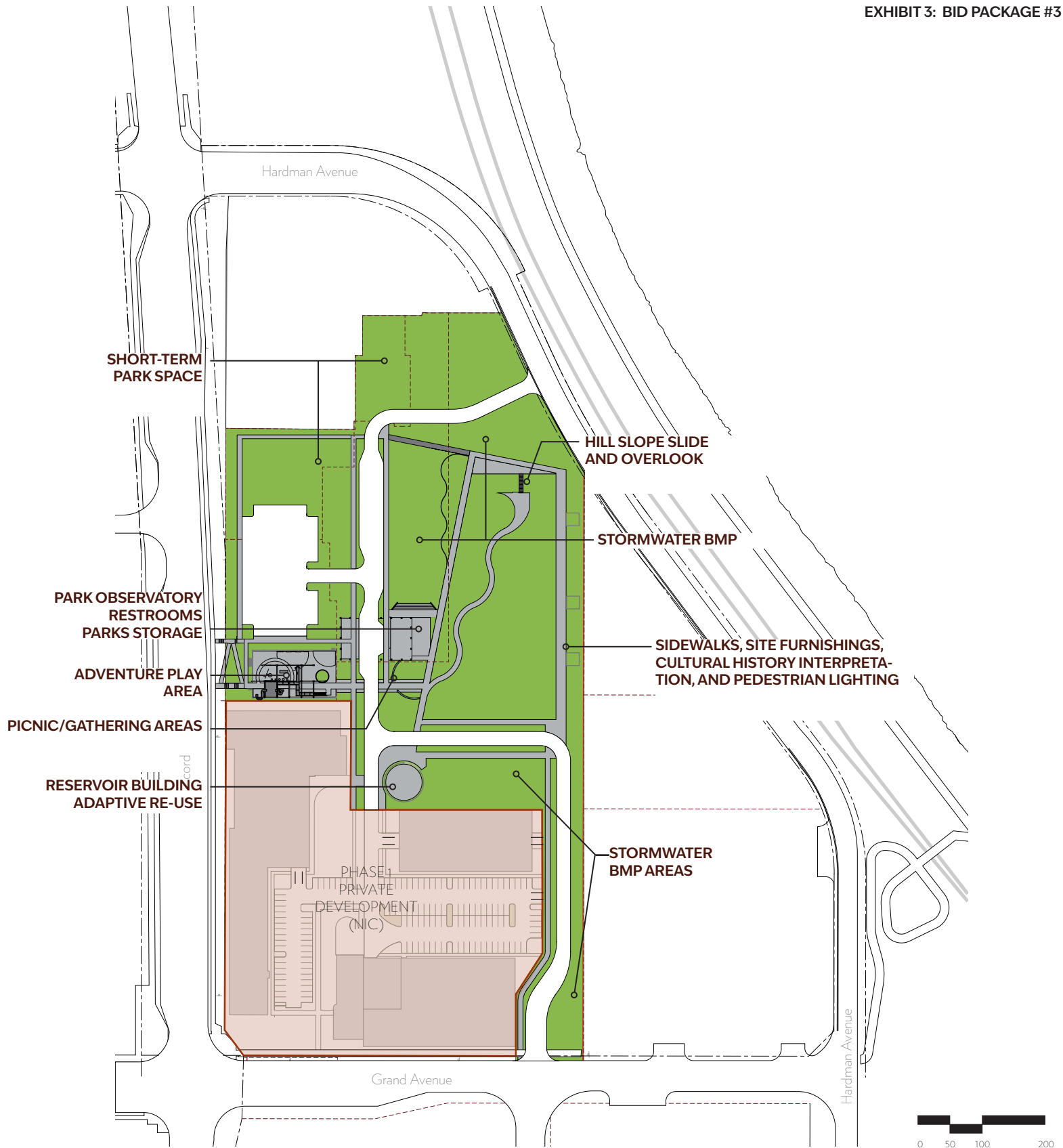
Areas shown are to delineate conceptual intent. Specific boundaries may change based on design outcomes in this scope of work. See Scope of Work narrative for description of specific work to be completed.



HARDMAN TRIANGLE PUBLIC REALM SCOPE OF WORK DIAGRAM

Bid Package #2- Street, ROW Utilities, and Preliminary Earthworks

Areas shown are to delineate conceptual intent. Specific boundaries may change based on design outcomes in this scope of work. See Scope of Work narrative for description of specific work to be completed.



HARDMAN TRIANGLE PUBLIC REALM SCOPE OF WORK DIAGRAM

Bid Package #3- Park and Building Construction

Areas shown are to delineate conceptual intent. Specific boundaries may change based on design outcomes in this scope of work. See Scope of Work narrative for description of specific work to be completed.

PROJECT TEAM RESUMES



RYAN HERM PLA, ASLA

URBAN ECOSYSTEMS

Partner-in-Charge
Principal Landscape Architect

Ryan is the definition of a team-player and deeply enjoys collaboration with community members, architects, engineers, and contractors. He has assisted several local communities with their development of long range open space plans. For example, he is currently leading community engagement and long term visioning for East Phillips Parks and Open Spaces Plan in Minneapolis. This project has included extensive community conversations to help the community articulate a future plan with culturally meaningful recommendations for park improvements. Ryan has also enjoyed collaborations with Native American communities, including working directly with the Fond du Lac Band on the Mission Creek Cemetery near Duluth. For this project, Urban Ecosystems served as the prime consultant to the Minnesota Department of Transportation. Over the past two years, Ryan has worked directly with the Little Earth community in Minneapolis, whose residents include over 40 tribal affiliations, as well as leadership of the Minneapolis chapter of the American Indian Movement.

Ryan is a registered landscape architect with a passion for modernism and bold design. With high attention to detail, his work is noted for elegant design proposals that expertly blend space, material, earthworks, and tectonics. His knowledge of construction documentation and construction methods are an asset for projects at any scale. Ryan has designed and managed projects ranging from rooftop gardens to 600-acre corporate campuses. He enjoys collaboration and team work with clients, architects, engineers, and contractors. At Urban Ecosystems, Ryan leads many of our collaborations on multi-use and commercial architecture projects. Outside of the office, Ryan is a full-time dad for three lively children and serves as a volunteer manager for several youth sports teams.

Notable Relevant Projects:

Cedar Ave Field Park, Minneapolis, MN
East Phillips Park, Minneapolis, MN
Northwestern Hospital, Lake Forest, IL
Meta Data Center, Fort Worth, TX
Meta Data Center, Los Lunas, NM
HT Park Mixed Use Campus, China
Bloomington Central Station, Bloomington, MN
Minneapolis Community Technical College, Minneapolis, MN
Camp Teko, Orono, MN
900 Wayzata Office and Residential Complex, Wayzata, MN
Nicollet Island/East Bank Master Plan, Minneapolis, MN
Okciyapi (Help Each Other), Minneapolis, MN
Mission Creek Ceremonial Space, Duluth MN

Professional Registration

Minnesota, Iowa

Professional Experience

Urban Ecosystems Inc. (since 2019)
O2 Design

Education:

BS. Pre-Physical Therapy
Bethel University

Master of Landscape Architecture
University of Minnesota-Twin Cities

Phone: (952) 818-4468
Email: ryan@urbanecosystemsinc.com



MATTHEW TUCKER

URBAN ECOSYSTEMS

Project Director

Across more than three decades of public, private, and academic practice, Matthew has helped communities throughout the US reinvigorate open space and enhance ecological and hydrosocial resilience. He is an established leader and strategic thinker with diverse career experiences directing public realm projects of varying size and scale. He has deep experience leading collaborations among multidisciplinary teams of artists, architects, engineers, and others on urban park projects. His experience as the lead owner's representative during construction of major urban park projects is unique in his field.

His particular expertise is deciphering post-industrial brownfields, waterfronts, and post-agricultural landscapes with complex histories and translating this understanding into remarkable new experiences that connect people and place. A consistent focus of his work is creative empowerment of underserved communities and overlooked landscapes to create new opportunities and share untold stories. This includes innovative, award-winning open space projects in neighborhoods with rich cultural histories and complex environmental legacies found in Philadelphia, New York City, Chicago, Seattle, Portland, Washington DC, Nashville, Miami Beach, Minneapolis, and other metropolitan areas.

Matthew is also an award-winning teacher and has instructed graduate and undergraduate courses in park and open space design, brownfields, novel ecosystems, urban hydrology, and ecology. He has lectured at numerous ASLA conferences, juried professional awards, authored several publications and exhibitions, and served as a full-time faculty and guest critic at universities in the US and Canada. His instruction has included collaborations with faculty in architecture, public art, fluvial geomorphology, ecology, emergency medicine, and public health. In 2020, he co-created a Innovative Cities and Health course whose students in public health and pre-medicine originate from over 24 countries in Africa, South America, Europe, and southern Asia. Now in its 5th year of virtual instruction, the course led to his selection by the World Health Organization as an expert panelist at the WHO's 10th Global Conference on Health Promotion.

Notable Relevant Projects:

Arkansas Post National Memorial, Gillette, AR
Belwin Conservancy, Afton, MN
Brown v Board of Education National Historical Park, Topeka, KS
Cumberland Park, Nashville, TN
Cedar Ave Field Park, Minneapolis, MN
East Phillips Park, Minneapolis, MN
First Americans Museum, Oklahoma City, OK
Hanging Rock Park, Redfield, IA
Humboldt Park, Chicago, IL
Long Bridge Park, Arlington VA / Washington DC
Marquette Shoreline Cultural Trail, Marquette, MI
Oxbow Trails Master Plan, Afton, MN
Park-in-a-Truck DIY Parks, Philadelphia, PA
President Lincoln Memorial, Louisville, KY
Queens Botanical Garden, Queens, NY
Raccoon River Valley Trail, Redfield, IA
South Pointe Park, Miami Beach, FL
Southwest Philadelphia Pollinator Corridor, Philadelphia, PA
Sylvan Slough Natural Area, Rock Island, IL
Watershed Center at Valley Water Mill, Springfield, MO
Winona Riverfront Vision Plan, Winona, MN

Professional/Academic Experience:

Urban Ecosystems Inc. (since 2023)
Thomas Jefferson University, Philadelphia, PA
The Network: Towards Unity for Health (TUFH)
University of Minnesota- Twin Cities, Minneapolis, MN
Hargreaves Jones, Cambridge, MA
Conservation Design Forum, Chicago, IL
Brookline Conservation Commission, Brookline, MA
Land and Community Associates, Ames, IA
EDSA, Orlando, FL
Dallas County Conservation Department, Perry, IA

Education:

BLA, Landscape Architecture + Environmental Studies
Iowa State University

Master of Landscape Architecture, with Distinction
Harvard University Graduate School of Design

Phone: (781) 879-7233

Email: matt@urbanecosystemsinc.com



CHRIS HARTNETT PE

CHRIS HARTNETT & ASSOCIATES
Principal

Chris Hartnett & Associates provides expert structural engineering evaluation and design of existing and historic building that is client-focused and cost-effective. Our projects range from small (helping a client add rooftop equipment) to providing lead structural design for large, complicated buildings - existing and new.

Chris specializes in the structural engineering needs of existing and historic buildings. His expertise includes structural design, forensic evaluation, renovation, restoration, rehabilitation, repair and stabilization, and adaptive reuse. His passion for the historic built environment causes him to research an archaic building system before considering changes or repairs; an existing structural system must be understood before it can be modified.

Chris has expertise in:

- Metals: 19th century iron (wrought and cast); 1890s early steel; riveted steel and iron construction.
- Concrete: pre-1920 (proprietary) concrete design and construction; early precast concrete
- panels; two and four-way concrete flat-plate; early pan-and-joist construction.
- Masonry; terra-cotta (flat-tile) arch; true masonry arch; Guastavino dome/arch/vault (based on
- early Byzantine arch construction); unreinforced mass concrete and masonry; battered masonry foundations.
- Wood: heavy-timber construction methods, fireproof mill construction, early glued-laminated
- structures. He works to save historic timber buildings by visually grading wood and investigating wood species; these methods maximize calculated capacities of existing structures.

Notable Relevant Projects:

Minnesota State Capitol Repair and Façade Restoration, St. Paul, MN
Loose-Wiles Biscuit Bakery Adaptation, Minneapolis, MN
Old Main Cogeneration Power Plant Adaptive Reuse, Univ of MN
Pantages Theater Renovation and Adaptive Reuse, Minneapolis, MN
Faribault Woolen Mill Evaluation and Reinforcing, Faribault, MN
Pillsbury A-Mill Restoration and Adaptive Reuse
Schmid Farmstead Ruins Stabilization Project, Three Rivers Park District
Faribault Cabin Stabilization, Three Rivers Park District
Minneapolis City Hall Moat Repair and Roof Reinforcement
Shattuck St. Mary's Chapel Structural Evaluation, Faribault, MN
Loy Music Barn Adaptive Reuse, Oronoco, MN

Professional Registration

Minnesota, Wisconsin, Michigan, Florida, Virginia, Wyoming

Professional Associations:

Structural Engineers Association – Minnesota Branch. Past president and Executive Committee member.
International Existing Building Code (IEBC) Code Writing Committee.
Commissioner, Minneapolis Heritage Preservation Commission
American Society of Civil Engineers (ASCE)
Association of Preservation Technology (APT)

Education:

Bachelor in Civil Engineering, University of Minnesota
Bachelor of Arts – Economics, University of California, Irvine
Basic Meteorology Certificate, US Air Force Institute of Technology
Elementary Education Teaching Certificate, California State University

Phone: (612) 503-0048
Email: chris@preservation-engineers.com



MIKE GORDON AIA, NCARB

UNDERHILL ARCHITECTS
Principal

Founded on the principle of reusing what we have, Underhill Architects pursues adaptive reuse and historic building rehabilitation as a way to combat unnecessary loss of our collective cultural heritage and embodied energy inherent in existing buildings. We find inspiration from researching the layers of history and program that older buildings embody. We take care to honor the existing story and structure while converting buildings for contemporary uses. To form our designs, we interweave the potential of the existing structure, with our clients' needs and modern sustainable design practices.

Mike Gordon has over 18 years of professional experience in design, architecture, historic preservation, adaptive reuse and rehabilitation. Mike has worked on a wide array of projects since graduating with his masters in architecture including residential, commercial, urban infill, adaptive reuse, and historic preservation projects. In addition to his professional work, Mike teaches design-based studios and workshops in the College of Design at the University of Minnesota and sits on the Minneapolis Planning Commission. Working professionally, in academia, and publicly allows him to weave his passions together and interact with different communities. Understanding how individuals, organizations, and communities relate to design and the spaces they inhabit is a constant pursuit for Mike.

Notable Relevant Projects:

Maytag Building Core and Shell Adaptive Reuse, Minneapolis, MN
Rockler Fur Building Core and Shell Adaptive Reuse, Minneapolis, MN
H2 Medical Clinic, Birmingham, AL
Edison High School Green Plaza, Minneapolis, MN
Hewing Hotel Adaptive Reuse, Minneapolis, MN
U of M Children's Hospital - Mental Health Program, Minneapolis, MN
Mount Olivet Adaptive Reuse & Addition, Minneapolis, MN
HHHIF Prosthetics & Orthotics Outpatient Center, Port-au-Prince, Haiti
The Salvation Army Housing, Port-au-Prince, Haiti
The Salvation Army School, Port-au-Prince, Haiti
Hospital St. Francois De Sales, Port-au-Prince, Haiti
Forrest House Student Design Build, Biloxi, MS
Danish American Center Addition, Minneapolis MN
Thorp Building Branding and Renovations, Minneapolis, MN

Professional Associations and Volunteerism:

American Institute of Architects
Minneapolis Planning Commission
612 Sauna Society, Steering Committee Member
Gulf Coast Community Design Studio, Builder, Designer, and Researcher,
Project Common Hope, Builder, Social Worker, Antigua, Guatemala

Education:

M.Arch, University of Minnesota
B.A.-Psychology, History & Ceramics, Univ. of WI - Menomonie

Phone: (651) 335-3284
Email: michael@underhillarchitects.com





ROBIN (ROB) FLICKINGER PE

AMERICAN ENGINEERING TESTING

Principal Project Manager / Senior Engineer

AET provides the critical investigations, testing, inspections, analysis, consulting services, and sound advice that help owners, other contractors, and material suppliers perform at their best — from the planning and design phases through to project completion and beyond. The AET team supports the new construction of buildings and roadways, as well as renovation/repair or redevelopment of existing structures, and the repair and rehabilitation of pavement and other infrastructure. Our internationally-recognized accredited laboratories specialize in unlocking the reasons for performance deficiencies in aggregates, cement, concrete, and other construction materials. We are also sought out to test new building materials, coatings, admixtures, and other products for suppliers. Our geotechnical engineers, technicians, and geologists combine expertise and practical experience with advanced field and laboratory testing techniques and geotechnical design software to provide the geotechnical design, exploration, testing, and monitoring services.

Rob is a Senior Engineer and Principal Project Manager with over 35 years of experience in managing pre-construction geotechnical exploration and Construction Materials Testing services on large public and private sector projects. Expertise includes excavation observations, soil compaction testing, reinforcing steel observations, concrete testing, welded and bolted connection observations and fire proofing observations during construction. testing and inspection of concrete, rebar, post-tensioned steel, masonry and structural steel during construction to comply with project requirements

Notable Relevant Projects:

Hardman Triangle Redevelopment South Saint Paul, MN
University of St. Thomas Schoenecker Center, St. Paul, MN
Hamline Midway Library Redevelopment, , St. Paul, MN
SkyWater Foundry Expansion, Bloomington, MN

Professional Registration & Membership

OSHA Hazardous Waste Safety Training Clean-Up Operation
OSHA Occupational Safety & Health
Minnesota Surveyors and Engineers Society (MSES)
Design Build Institute of America (DBIA)-Upper Midwest Region

Professional Experience:

American Engineering Testing, Inc. (since 1989)
City of North Mankato, MN
McGhie & Betts, Inc.
Marshall, Halpert and Associates

Education:

B.S.- Civil Engineering, University of Minnesota



ERIC FOSMO PE

KIMLEY-HORN

Project Manager | Vice President

Eric has 19 years of design and project management experience delivering complex public infrastructure improvement projects. Eric's experience includes all phases of project delivery including scoping and feasibility studies, preliminary design, public engagement, final design, and construction phase services. Eric exhibits a passion for multidisciplinary projects and is adept at balancing the priorities of multiple project stakeholders and funding agency requirements to efficiently and effectively deliver the project.

Notable Relevant Projects:

Concord Street Final Design, City of South St. Paul, MN

Project Manager

The Concord Street Improvements project was the rehabilitation and reconstruction of Concord Street from I-494 to Annapolis Street in the City of South St. Paul. This 35-mile turnback project encompassed the full scope of public infrastructure improvements including roadway reconstruction, new storm sewer system, watermain and sanitary sewer replacement, retaining walls, and private utility relocation. In 2018, Kimley-Horn completed preliminary and final design with FHWA authorization obtained in March 2021. The final design included coordination with multiple agencies in Dakota County, MnDOT functional groups, MnDOT Federal Aid, FHWA, USFWS, and SHPO; the Union Pacific Railroad for right-of-entry agreements and a pipeline crossing permit; and numerous private utility companies.

Verderosa Street Improvements, City of South St. Paul, MN

Project Manager

The Verderosa Avenue Improvements project is a street and utility extension project to connect the existing road network to the Wakota and Danner Industrial Development sites. The project is approximately 0.6 miles and required extensive coordination with City partners, adjacent developers, and the US Army Corps of Engineers. The project also developed grading and site plan concepts for the Wakota Industrial Site, Community Garden, and Compost Site, as well as provide solutions for stormwater treatment for the area. The project aims to revitalize the development area, one of the last remaining undeveloped sites in the City.

Smith and Dodd Intersection, City of West St. Paul, MN

QA/QC Manager

The City of West St. Paul received \$3.1M in Federal congressionally-directed funding to reconstruct the intersection of Smith Avenue and Dodd Road. The project includes the realignment of Dodd Road at Smith Avenue to improve traffic safety at the existing skewed intersection, provide an opportunity to facilitate redevelopment in the area, and create a West St. Paul community space incorporating housing, business development, green space, common use areas, and improved pedestrian safety. The project required preparation of an Intersection Control Evaluation, completion of a Level 1 geometric layout with MnDOT, and completion of a CATEx environmental document.

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BLAKE TAMMINEN PE

KIMLEY-HORN
Civil Engineer

Blake has 4 years of experience primarily serving municipalities in the south metro. His experience includes roadway, storm drainage, water main, and sanitary sewer design experience on municipal infrastructure projects. His role on projects range from task management, technical design, cost estimating, plan, specification preparation and construction observation.

Notable Relevant Projects:

Concord Street Final Design, City of South St. Paul, MN

Project Analyst

The Concord Street Improvements project was the rehabilitation and reconstruction of Concord Street from I-494 to Annapolis Street in the City of South St. Paul. This 35-mile turnback project encompassed the full scope of public infrastructure improvements including roadway reconstruction, new storm sewer system, watermain and sanitary sewer replacement, retaining walls, and private utility relocation. In 2018, Kimley-Horn completed preliminary and final design with FHWA authorization obtained in March 2021. The final design included coordination with multiple agencies in Dakota County, MnDOT functional groups, MnDOT Federal Aid, FHWA, USFWS, and SHPO; the Union Pacific Railroad for right-of-entry agreements and a pipeline crossing permit; and numerous private utility companies.

Verderosa Street Improvements, City of South St. Paul, MN

Project Engineer

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Project Engineer

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CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 10.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

2026 Liquor License Renewal

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Approval of Resolution 2025-153, Renewing Liquor License for 2026.

OVERVIEW

All liquor licenses expire as of December 31st and need to be approved for the calendar year of 2026. Most of the current license holders were approved at the December 1st, 2025 Council Meeting. Since that time, an additional renewal application was submitted for approval.

There are currently two current license holders that did not reapply. One of which remains on the "Delinquent Tax List" with taxes owed to the State of Minnesota Department of Revenue. Unless we are notified by the Minnesota Department of Revenue that this license holder has paid their past-due taxes, we are not able to offer a renewal to this business, if they were to submit a renewal application, which they have not done. The business was notified that if they were able to bring their taxes into compliance and submit all necessary paperwork in accordance with the City Code and pay the required fees, they could be considered for approval by the City Council at the December 15th City Council Meeting to keep their license in force for the coming year. They did not meet that timeline, and the City Clerk's Office has not received any communication from the Business Manager or the Business Owner regarding the status of their renewal. Their liquor license will expire at 11:59 on December 31st, 2025.

The other business that is currently licensed but has not reapplied was notified several times of the timeline for renewal and has made no effort to reapply. Staff has communicated several times with the business owner to make them aware of the timeline to renew their liquor license. Their liquor license will expire at 11:59 on December 31st, 2025.

Both of these businesses must cease selling alcohol at 12:00 AM on January 1st, 2026 or face penalties.

Staff is recommending approval of the renewal application presented and identified by name on Resolution 2025-153.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Resolution 2025-153 Liquor License

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2025-153

RESOLUTION APPROVING 2026 LIQUOR LICENSES

WHEREAS, the City of South St. Paul has received renewal applications and forms for 2026 Liquor Licenses; and

WHEREAS, Submission of all required forms, documents, and all taxes, assessments, or other financial claims of the applicant have been reviewed and fees have been paid in full and provided to the City Clerk:

NOW, THEREFORE, BE IT RESOLVED, that the following Licenses be approved.

ON SALE INTOXICATING AND SUNDAY ON SALE INTOXICATING

Concord Lanes, 385 Concord St N

Adopted this 15th day of December 2025.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Planning & Zoning
PREPARED BY: Monika Miller
AGENDA ITEM NUMBER: 11.A.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Second Reading: Ordinance Repealing the Shoreland District and Adding Impervious Surface Standards to MRCCA

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Adopt Ordinance 1437 which would repeal the Shoreland District and add impervious surface standards to MRCCA

OVERVIEW

South St. Paul is fortunate to be one of the communities that lies along the shores of the Mississippi River. The community's history is tied to the Mississippi River, starting first with the village of Kaposia that sat along the river's edge, followed by the South St. Paul Union Stockyards which helped transform the riverfront into a thriving industrial hub that still functions as the community's primary employment base. Today, the Mississippi River is enjoyed by South St. Paul residents and visitors as they experience the scenic and recreational amenities the river has to offer.

Due to the importance of the river, both at the local and statewide level, there are special land use regulations that apply to properties near the Mississippi River. These regulations are enforced through zoning ordinances at the local level. In South St. Paul, there are currently three different environmental overlay districts that cover the land along the Mississippi River: the Floodplain overlay districts, the Shoreland management district, and the Mississippi River Corridor Critical Area (MRCCA). The City is proposing to implement several changes to streamline the ordinances that govern land near the Mississippi River while ensuring that the river continues to be protected. The Minnesota Department of Natural Resources (DNR) is supportive of the proposed changes and has encouraged City Staff to move forward with this code update project.

Environmental Overlays in South St. Paul

In 1982, South St. Paul's enacted the three environmental overlay districts that protect the Mississippi River. Each overlay district was originally intended to serve a unique purpose, although the Shoreland and the River Corridor District (the predecessor to modern day MRCCA) have overlapping purposes. The Shoreland district was designed to protect surface water quality,

near shore habitat for aquatic species, and the shorelands aesthetics of any lake or river that meets the criteria to be a DNR designated-public water body. The Mississippi River is the only DNR designated-public water body in South St. Paul.

Significant Issues with South St. Paul's Existing Shoreland Ordinance

South St. Paul's Shoreland ordinance from 1982 appears to have been written with standards that make sense for low-density residential cabin communities where many properties have water frontage. These standards are a poor fit for South St. Paul where almost the entire riverfront consists of public parks and the Mississippi River Greenway, and where all the development on the west side of the bike trail is commercial and industrial rather than residential. Staff have identified three main issues with the existing ordinance:

1. The boundaries of the Shoreland district are defined in an unusual way and are not limited to the 300 feet of land that is adjacent to the river. Instead, any buildable parcel that contains even a small area of land that is in a Floodplain district is automatically part of the Shoreland overlay and must follow all Shoreland rules or get a variance. The requirement applies even if the development does not impact the floodplain or if the parcel is protected from flooding by fill above the regulatory flood protection elevation.
2. Buildings in the Shoreland district are not allowed to be taller than 35 feet without a variance or Planned Unit Development approval. This number was likely intended for residential development and many recent developments in SSP's industrial areas have needed a variance from this standard. The DNR does not support a 35-foot height limit for this part of South St. Paul and instead support the 65-foot height that is built into MRCCA regulations for this area.
3. Any parcel that is within the Shoreland overlay district cannot have more than 30% lot coverage by impervious surfaces (buildings and hardscape) without a variance. It is generally not possible to undertake a commercial or industrial development with a 30% lot coverage limit, so every development needs a variance. Because every project gets some type of impervious surface variance, this standard is essentially just meaningless "red tape" and no longer represents a genuine zoning requirement that developers and businesses are expected to follow.

DNR Guidance on Aligning Shoreland and MRCCA Regulations

Over the summer, City Staff reached out to the DNR for technical assistance with interpreting the City's Shoreland ordinance as it related to the proposed redevelopment of the Danner property that is south of Interstate 494 along Hardman Avenue. While guiding staff on how the ordinance applies to this site, the DNR acknowledged the city's Shoreland ordinance is outdated and duplicative with the updated resource protection standards that are in place under MRCCA. They stated the only value the City's existing Shoreland ordinance has over MRCCA is the regulation of impervious surface coverage near the river, though the current standards are poorly

calibrated based on the existing built environment. The DNR suggested the City consider combining its Shoreland ordinance and MRCCA ordinance into one overlay district which has one set of regulations. The easiest way to do this is to eliminate the Shoreland overlay entirely and update the MRCCA overlay district to add impervious surface regulations for parcels that are within 300 feet of the river.

Proposed Ordinance

Based on the recommendations provided by the DNR, Staff worked with the City Attorney to draft an ordinance that balances reasonable development standards while still protecting the integrity of the Mississippi River. The proposed ordinance would:

- Repeal the Shoreland ordinance.
- Add new impervious surface limits to MRCCA that would apply to properties that are within 300 feet of the Mississippi River:
 - Properties with residential zoning would continue to be limited to 30% impervious surface coverage.
 - Properties with commercial or mixed-use zoning would be limited to 75% impervious surface coverage
 - Properties with industrial zoning would be limited to 75% impervious surface coverage
- Properties could exceed the impervious surface limits with a conditional use permit if certain criteria which would prevent impacts to local water quality are met
- No conditional use permit would be required for a property if at least 75% of the area that is within 300 feet of the Mississippi River is open green space.

DNR Review of Ordinance

The DNR is the designated State agency that oversees the adoption and amendments to a local government's MRCCA ordinance. The proposed ordinance would amend the City's DNR-approved MRCCA ordinance and the City is required to follow the DNR's process for ordinance amendments. The City started this process earlier this summer by engaging the DNR for technical assistance for the redevelopment of 843 Hardman Avenue South. In September, Staff initiated the amendment process by submitting the proposed ordinance to the DNR for conditional approval. On October 1st, the City received a letter of conditional approval for the ordinance and held a public hearing. The remaining steps to complete the DNR's ordinance amendment process are local adoption of the ordinance and submitting the locally adopted ordinance to the DNR for final review and approval.

Planning Commission Recommendation

The Planning Commission reviewed the ordinance at their meeting on October 1, 2025. Minimal discussion occurred around the proposed ordinance, and several Planning Commissioners voiced their support for the ordinance to reduce the “red tape” that causes headaches for City Staff and the business community. At the conclusion of the public hearing, the Planning Commission voted to recommend approval of the ordinance with a 5-0 vote.

Recommended Action

A first reading of the ordinance was held at the December 1, 2025 City Council meeting.

Staff recommend the City Council approve Ordinance 1437 repealing the Shoreland ordinance and adding impervious surface standards to MRCCA.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Ordinance 1437 Shoreland Repeal, MRCCA Impervious Surface Limits
2. 5.B- Impervious Surface Regulations Near Mississippi River
3. Conditional Approval Letter from the DNR

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

Ordinance No. 1437

**AN ORDINANCE REPEALING THE SHORELAND OVERLAY DISTRICT AND
ADDING IMPERVIOUS SURFACE STANDARDS TO THE MISSISSIPPI RIVER
CRITICAL CORRIDOR AREA ORDINANCE**

The City Council of the City of South St. Paul does ordain:

SECTION 1. REPEAL. South St. Paul City Code Section 118-184 Shoreland Management District is hereby repealed.

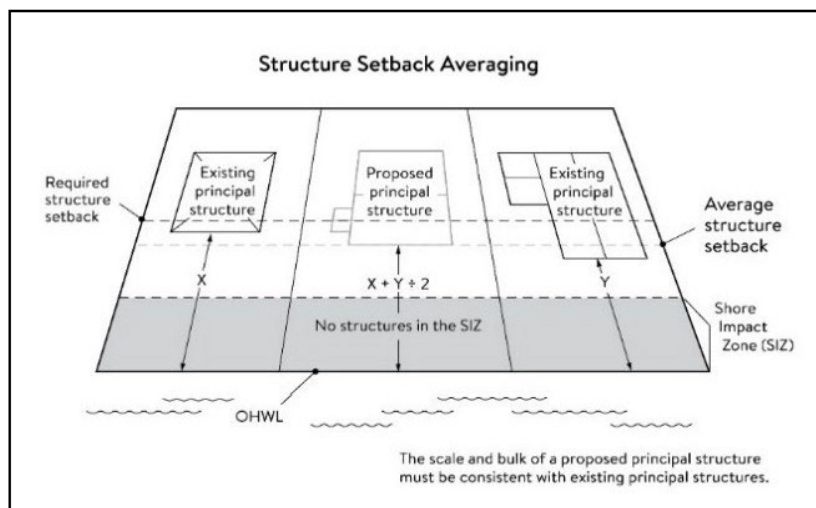
SECTION 2. AMENDMENT. South St. Paul City Code Section 118-171 is hereby amended as follows:

Sec. 118-171. Structure height and placement and lot size; impervious surface requirements.

- (a) *Purpose.* To establish standards that protect primary conservation areas and public river corridor views from development impacts and ensure that new development is sited consistent with the purpose of the MRCCA.
- (b) *Structure height.* Structures and facilities must comply with the following standards unless identified as exempt in section 118-177.
 - (1) Structures and facilities must comply with the following standards unless identified as exempt in section 118-177:
 - a. ROS district: 35 feet
 - b. RN district: 35 feet
 - c. SR district: Height is determined by underlying zoning, provided the allowed height is consistent with that of the mature treeline, where present, and existing surrounding development, as viewed from the OHWL of the opposite shore.
 - d. UM district: 65 feet, provided tiering of structures away from the Mississippi River and from blufflines is given priority, with lower structure heights closer to the river and blufflines, and that structure design and placement minimize interference with public river corridor views. Structures over 65 feet are allowed as a conditional use according to section 118-171(b)(3).
 - (2) Height is measured on the side of the structure facing the Mississippi River.
 - (3) In addition to the conditional use permit requirements of section 118-168(d), criteria for considering whether to grant a conditional use permit for structures exceeding the height limits must include:

- a. Assessment of the visual impact of the proposed structure on public river corridor views, including views from other communities;
- b. Identification and application of techniques to minimize the perceived bulk of the proposed structure, such as:
 - 1. Placing the long axis of the building perpendicular to the river;
 - 2. Stepping back of portions of the facade;
 - 3. Lowering the roof pitch or use a flat roof;
 - 4. Using building materials or mitigation techniques that will blend in with the natural surrounding such as green roofs, green walls, or other green and brown building materials;
 - 5. Narrowing the profile of upper floors of the building; or
 - 6. Increasing the setbacks of the building from the Mississippi River or blufflines;
- (4) Identification of techniques for preservation of those view corridors identified in the MRCCA plan; and
- (5) Opportunities for creation or enhancement of public river corridor views.
- (c) *Structure and impervious surface placement.*
 - (1) Structures and impervious surfaces must not be placed in the shore or bluff impact zones unless identified as an exemption in section 118-177. Properties in the special zoning areas are eligible for specific flexibility from these requirements:
 - a. On properties in zoning area A, structures, retaining walls, and impervious surfaces may be placed within the bluff impact zone at the toe of the bluff, but not in the bluff or within 20 feet of the top of the bluff, with a conditional use permit meeting the standards in section 118-171(c)(1)c. A new retaining wall may be allowed by conditional use permit for the purpose of stabilizing the toe of a bluff. Retaining walls in the following situations do not require a conditional use permit:
 - 1. The replacement or modification of an existing retaining wall in the same location as long as the replacement wall does not have a substantially larger exposed face than the existing wall and does not encroach further into the bluff than the existing wall.
 - 2. Retaining walls located on or adjacent to the right-of-way of an existing improved public street or alley if the city determines the wall is necessary for continued functionality and safety.
 - 3. New retaining walls to address an emergency situation determined by the City.
 - b. On properties in zoning area B, structures and impervious surfaces may be placed within the 40-foot bluff top setback and within 20 feet of the top of the bluff up to the top of the bluff or bluffline by conditional use permit meeting the standards in section 118-171(c)(1)c. No structure or impervious surface may extend beyond the bluffline.
 - c. Conditional use permit standards.

1. Plans must demonstrate, through analysis of soil and geotechnical studies if requested by the city, that structures, retaining walls, and impervious surface can be installed without compromising the stability of the bluff.
 2. Compliance with land alteration conditions of approval in section 118-175(f).
 3. Compliance with vegetation removal and restoration standards in Section 118-174(d).
- (2) Structures, impervious surfaces, and facilities must comply with the following OHWL setback provisions unless identified as exempt in section 118-177.
- a. ROS district: 200 feet from the Mississippi River.
 - b. RN district: 100 feet from the Mississippi River.
 - c. UM district: 50 feet from the Mississippi River.
- (3) Structures, impervious surfaces, and facilities must comply with the following bluffline setback provisions unless identified as exempt in section 118-177:
- a. ROS district: 100 feet.
 - b. RN district: 40 feet.
 - c. SR district: 40 feet.
 - d. UM district: 40 feet.
- (4) Where principal structures exist on the adjoining lots on both sides of a proposed building site, the minimum setback may be altered to conform to the average of the adjoining setbacks, if the new structure's scale and bulk riverward or bluffward of the setbacks required under section 118-171(c)(2) and section 118-171(c)(3) are consistent with adjoining development. See figure 7.



- (5) Subsurface sewage treatment systems, including the septic tank and absorption area, must be located at least 75 feet from the ordinary high water level of the Mississippi River and all other public waters.
- (d) *Lot size and buildable area.*

- (1) The width of lots abutting the Mississippi River in the ROS district must be at least 200 feet, unless alternative design methods are used that provide greater protection of the riparian area.
- (2) All new lots must have adequate buildable area to comply with the setback requirements of section 118-171(c)(2) and section 118-171(c)(3) so as to not require variances to use the lots for their intended purpose, except for land in zoning area B.

(e) Impervious surface coverage on properties within 300 feet of the ordinary high water level (OHWL) of the Mississippi River.

(1) Restrictions on impervious surface coverage:

- a. For properties with residential zoning, no lot shall exceed 30% impervious surface coverage without a conditional use permit.
- b. For properties with commercial or mixed-use zoning, no lot shall exceed 75% impervious surface coverage without a conditional use permit.
- c. For properties with industrial zoning, no lot shall exceed 75% impervious surface coverage without a conditional use permit.
- d. Regardless of a lot's total impervious surface coverage, a conditional use permit is not required if at least 75% of the portion of the lot that is within 300 feet of the OHWL of the Mississippi River is maintained as open green space. The City may require a certificate of survey verifying compliance with this provision.

(2) In addition to the conditional use permit standards in section 118-168, the applicant for a conditional use permit shall demonstrate compliance with the following:

- a. The lot is served by municipal sewer and water if services are readily available.
- b. The lot complies with the stormwater management criteria listed in Article IV and all development plans, including erosion control measures, have been reviewed and approved by the City Engineer.
- c. Any other conditions that are deemed necessary to protect the shorelands of public waters.

SECTION 3. AMENDMENT. South St. Paul City Code Section 118-95 is hereby amended as follows:

The city is divided into the following zoning use districts:

- (1) R-1, single-family district.
- (2) R-2, duplex residence district.
- (3) R-3, general residence district.
- (4) R-4, multifamily residential district.
- (5) CGMU, Concord Gateway mixed-use district.
- (6) MMM, mixed markets and makers district.

- (7) C-1, retail business district.
- (8) GB, general business district.
- (9) I-1, light industrial district.
- (10) I, industrial district.
- (11) MH, mobile home district.
- (12) NRDD, North Riverfront development district.
- (13) RT, railroad transportation district.
- (14) PUD, planned unit development district.

The city also contains the following overlay or special purpose subdistricts:

- (1) Mississippi River Critical Corridor Area district.
- ~~(2) Shorelands district.~~
- ~~(23)~~ Floodplain district.
- ~~(34)~~ South St. Paul Municipal Airport Safety Zones (see Appendix A).

SECTION 4. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The ordinance repeals the Shoreland overlay district ordinance and creates impervious surface regulations within the Mississippi River Critical Corridor Area (MRCCA) ordinance for properties within 300 feet of the OHWL of the Mississippi River.

SECTION 5. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: December 15, 2025

Published: _____

Deanna Werner, City Clerk



PLANNING COMMISSION AGENDA REPORT

DATE:

October 1, 2025

DEPARTMENT:

Planning & Zoning

PREPARED BY:

Monika Miller

AGENDA ITEM NUMBER:

5.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Ordinance Amending the Standards for Impervious Surfaces Near the Mississippi River

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

A motion recommending approval or denial of an ordinance which would repeal the City's Shoreland ordinance and add impervious surfaces standards to MRCCA.

OVERVIEW

South St. Paul is fortunate to be one of the communities that lies along the shore of the Mississippi River. The community's history is tied to the Mississippi River, starting first with the village of Kaposia that sat along the river's edge, followed by the South St. Paul Union Stockyards which helped transform the riverfront into a thriving industrial hub that still functions as the community's primary employment base. Today, the Mississippi River is enjoyed by South St. Paul residents and visitors as they experience the scenic and recreational amenities the river has to offer.

Due to the importance of the river, both at the local and statewide level, there are special land use regulations that apply to properties near the Mississippi River. These regulations are enforced through zoning ordinances at the local level. In South St. Paul, there are currently three different environmental overlay districts that cover the land along the Mississippi River: the Floodplain overlay districts, the Shoreland management district, and the Mississippi River Corridor Critical Area (MRCCA). The City is proposing to implement several changes to streamline the ordinances that govern land near the Mississippi River while ensuring that the river continues to be protected. The Minnesota Department of Natural Resources (DNR) is supportive of the proposed changes and has encouraged City Staff to move forward with this code update project.

Background on Environmental Overlay Districts

In 1982, South St. Paul's enacted the three environmental overlay districts that protect the Mississippi River. Each overlay district was originally intended to serve a unique purpose, although the Shoreland and the River Corridor District (the predecessor to modern day MRCCA) have overlapping purposes. The Floodplain district was designed to protect public safety, property, and the environment by regulating development in areas prone to flooding. The River Corridor District was designed to preserve and enhance the natural, aesthetic, cultural, and

historic value of the Mississippi River. The Shoreland district was designed to protect surface water quality, near shore habitat for aquatic species, and the shorelands aesthetics of any lake or river that meets the criteria to be a DNR-designated public water body. The Mississippi River is the only DNR-designated public water body in South St. Paul. There are no lakes within city limits that are subject to Shoreland protections. Seidl's Lake is legally considered a pond/wetland and is subject to wetland protections rather than the Shoreland protections that are given to DNR-recognized lakes.

In 2023, the City updated its MRCCA ordinance to align with the new river protection standards that were adopted in State Statute in 2017. The Shoreland and Floodplain ordinances have remained largely unchanged since their adoption in 1982.

Key Challenges with South St. Paul's Current Shoreland Ordinance

The DNR developed the initial rules for the Shoreland program in the 1960's/1970's to protect the water quality and scenic qualities of lakes and rivers. Shoreland protections typically extend 300 feet out from the edge of any protected river and 1,000 feet out from the edge of any protected lake. Each municipality that has a protected lake or river within city limits needs to work with the DNR to adopt a local Shoreland ordinance. The DNR maintains a model Shoreland ordinance on their website which contains their current recommendations for "best practices" and each municipality is expected to utilize the model ordinance to create a local Shoreland ordinance. Cities may be allowed to deviate from the model ordinance with the DNR's permission based on unique local circumstances. The DNR periodically updates the model ordinance and the current model ordinance is extremely different than the model ordinance that SSP's existing Shoreland ordinance from 1982 was based on.

South St. Paul's Shoreland ordinance from 1982 appears to have been written with standards that make sense for low-density residential cabin communities where many properties have waterfront frontage. These standards are a poor fit for South St. Paul where almost the entire riverfront consists of public parks and the Mississippi River Greenway, and where all the development on the west side of the bike trail is commercial and industrial rather than residential. South St. Paul's Shoreland ordinance is very short but almost every provision that it contains creates zoning problems that require each property within the Shoreland district to seek a variance whenever the owner wants to make an improvement. The three main issues are:

1. The boundaries of the Shoreland district are defined in an unusual way and are not limited to the 300 feet of land that is adjacent to the river. Instead, any buildable parcel that contains even a small area of land that is in a Floodplain district is automatically part of the Shoreland overlay and must follow all Shoreland rules or get a variance. The requirement applies even if the development does not impact the floodplain or if the parcel is protected from flooding by fill above the regulatory flood protection elevation.
2. Buildings in the Shoreland district are not allowed to be taller than 35 feet without a variance or Planned Unit Development approval. *This number was likely intended for residential development and many recent developments in SSP's industrial areas have needed a variance from this standard. The DNR does not support a 35-foot height limit*

for this part of South St. Paul. They support a 65-foot height limit for South St. Paul's commercial and industrial riverfront areas and that is the height limit that is built into MRCCA regulations for this area. Additional height can be allowed only by conditional use permit.

3. Any parcel that is within the Shoreland overlay district cannot have more than 30% lot coverage by impervious surfaces (buildings and hardscape) without a variance. It is generally not possible to undertake a commercial or industrial development with a 30% lot coverage limit, so every development needs a variance. Because every project gets some type of impervious surface variance, this standard is essentially just meaningless "red tape" and no longer represents a genuine zoning requirement that developers and businesses are expected to follow. *The DNR has noted that the Mississippi River in South St. Paul is a "working river" and almost the entire riverfront is already developed with high levels of impervious surface coverage. When properties redevelop, this is an opportunity to work with the developer to add additional green space, trees, and other landscaping. The DNR and City Staff believe it is time to switch over from the variance process to the conditional use permit process for reviewing development projects near the river that have a high level of impervious surface coverage. The new process will be more straightforward, less politically complicated, and will provide additional opportunities for resource protection since "conditions of approval" can be added to each conditional use permit to address site-specific concerns.*

DNR Guidance on River Protection Ordinances

Over the summer, City Staff reached out to the DNR for technical assistance with interpreting the City's Shoreland ordinance as it related to the proposed redevelopment of the Danner property that is south of Interstate 494 along Hardman Avenue. All the proposed buildable lots in the new "Wakota Business Park" development will be at least 300 feet from the Ordinary High-Water Level (OHWL) but some parts of each lot are technically located within the "flood fringe" part of the Floodplain overlay district because the parcels are still shown on FEMA flood maps. The situation is complicated because extensive grading and filling has taken place since the FEMA maps were created and the Danner site no longer has any significant flooding risk. City Staff reached out to the DNR to ask for help determining whether the development still needed to be reviewed as a "Shoreland" development which would need to include an impervious surface variance and restrictions on building height.

The DNR provided guidance that the Danner property is still considered to be in the Floodplain district. The flood risk of a property is determined by FEMA and the property owner has not gone through FEMA's process to get the property removed from floodplain maps even though the property is no longer susceptible to flooding. Because the City Code says that any property in the Floodplain district is also in the Shoreland district, that does mean that the whole Danner development is subject to the 30% impervious surface coverage rule and will need variances. The DNR acknowledged that this appears to be a technicality and probably is not what was intended when the City Code was written.

The DNR shared that their agency's position is that the MRCCA Statute and the City's local

MRCCA ordinance contain the resource protection regulations that they want to see in place next to the Mississippi River. They stated that the only value that the City's existing Shoreland ordinance has is that it regulates impervious surface coverage near the river, albeit with performance standards that are not calibrated correctly and need to be updated to avoid the need for variances. The DNR suggested that the City consider combining its Shoreland ordinance and MRCCA ordinance into one overlay district which has one set of regulations. The easiest way to do this would be to eliminate the Shoreland overlay entirely and update the MRCCA overlay to add impervious surface regulations for parcels that are within 300 feet of the river.

Proposed Ordinance

Based on the recommendations provided by the DNR, Staff worked with the City Attorney to draft an ordinance that balances reasonable development standards while still protecting the integrity of the Mississippi River. The proposed ordinance would:

- Repeal the Shoreland ordinance.
- Add new impervious surface limits to MRCCA that would apply to properties that are within 300 feet of the Mississippi River:
 - Properties with residential zoning would continue to be limited to 30% impervious surface coverage.
 - Properties with commercial or mixed-use zoning would be limited to 75% impervious surface coverage
 - Properties with industrial zoning would be limited to 75% impervious surface coverage
- Properties could exceed the impervious surface limits with a conditional use permit if certain criteria which would prevent impacts to local water quality are met.
- No conditional use permit would be required for a property if at least 75% of the area that is within 300 feet of the Mississippi River is open green space.

Review Process for MRCCA Amendments

The DNR is the designated State agency that oversees the adoption of and changes to a local government's MRCCA ordinance. The City worked with the DNR in 2023 to adopt the new MRCCA regulations. The proposed ordinance would amend the City's DNR-approved MRCCA ordinance and the City is required to follow the DNR process for a MRCCA ordinance amendment. The amendment process usually starts with informal conversations with the DNR about what the agency will support. The City starts the formal review process with the submittal of a written ordinance amendment to the DNR for review. Once an ordinance amendment has been submitted, the DNR has 30 days to review the ordinance and provide a formal letter of conditional approval or a letter of denial. A public hearing for the ordinance can be scheduled after the DNR has indicated that they will approve the amendment.

In September, Staff initiated the amendment process by submitting the proposed ordinance to the DNR for conditional approval. At time of submittal, Staff received verbal confirmation from the DNR that the City can move forward with holding a public hearing for the ordinance at the October 1st Planning Commission meeting. The DNR's formal letter of conditional approval should be issued in time for the public hearing; if not, it will be available before the City Council reviews the proposed ordinance.

Discussion and Staff Recommendation

The proposed ordinance would make the process for development review near the Mississippi River easier to interpret and will remove red tape that causes headaches for City Staff, the business community, and the development community. The existing Shoreland ordinance creates unnecessary barriers to development that City Staff and the DNR feel are not necessary for resource protection and the Shoreland district's zoning rules are routinely waived via variances because they are not properly calibrated. 100% of the area within city limits that is regulated by the Shoreland ordinance is covered by MRCCA which has more modern and robust resource protection provisions. Additionally, most development in South St. Paul is unlikely to encroach near the river's shoreline due to the specifics of the city's built environment. Most of the shore of the Mississippi River in South St. Paul is enveloped by the city's flood protection levy or is in an area that is otherwise inaccessible for development. The levy covers 70%+ of the Mississippi River shoreline in South St. Paul.

The existing cap on impervious surface coverage at 30% is problematic in a fully developed industrial corridor and essentially necessitates every development project seek an impervious surface coverage variance. Additionally, the conflicts between the Floodplain ordinance and the MRCCA such as the building height requirements create the need for unnecessary variances. For all the reasons stated above, Staff recommend approval of the proposed ordinance.

Required Action

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

1. Approval. If the Planning Commission wishes to recommend approval of the ordinance the following action should be taken:
 - Motion to recommend approval an ordinance that repeals the city's Shoreland ordinance and adds impervious surfaces standards to MRCCA.
2. Denial. If the Planning Commission wishes to recommend denial of the ordinance, the following action should be taken:
 - Motion to recommend denial an ordinance to repeals the city's Shoreland ordinance and adds impervious surfaces standards to MRCCA.

If the recommendation is denial, the Planning Commission should adopt findings to justify the

recommendation.

SOURCE OF FUNDS

N/A

ATTACHMENTS

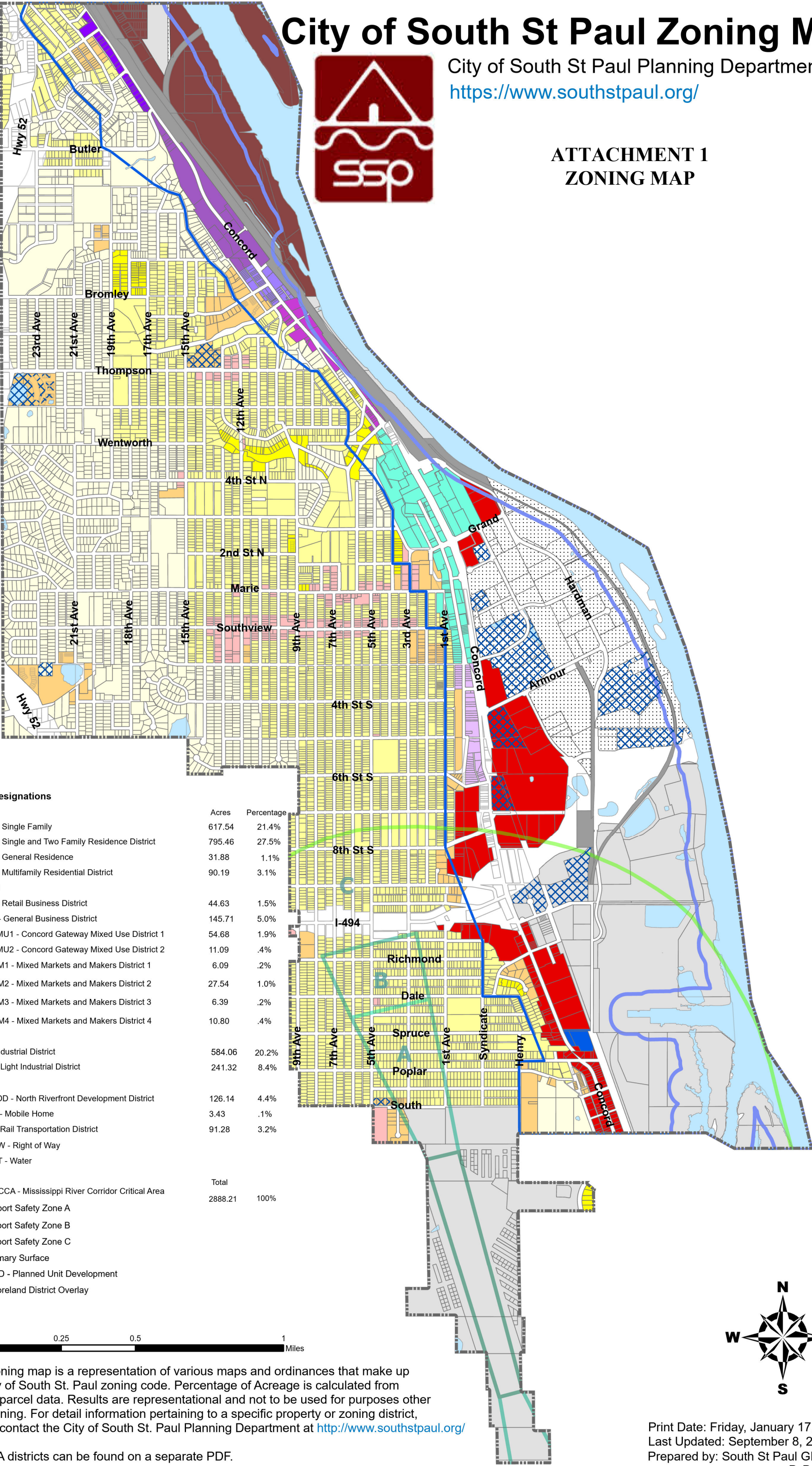
1. Zoning Map
2. South Concord Corridor Floodplain Map
3. Existing Shoreland Ordinance
4. Ordinance 14XX Shoreland Repeal, MRCCA Impervious Surface Limits

City of South St Paul Zoning Map

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



ATTACHMENT 1 ZONING MAP

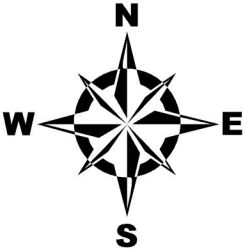


Zoning Designations

Residential		
R1 - Single Family	617.54	21.4%
R2 - Single and Two Family Residence District	795.46	27.5%
R3 - General Residence	31.88	1.1%
R4 - Multifamily Residential District	90.19	3.1%
Commercial		
C1 - Retail Business District	44.63	1.5%
GB - General Business District	145.71	5.0%
CGMU1 - Concord Gateway Mixed Use District 1	54.68	1.9%
CGMU2 - Concord Gateway Mixed Use District 2	11.09	.4%
MMM1 - Mixed Markets and Makers District 1	6.09	.2%
MMM2 - Mixed Markets and Makers District 2	27.54	1.0%
MMM3 - Mixed Markets and Makers District 3	6.39	.2%
MMM4 - Mixed Markets and Makers District 4	10.80	.4%
Industrial		
I - Industrial District	584.06	20.2%
I-1 - Light Industrial District	241.32	8.4%
Other		
NRDD - North Riverfront Development District	126.14	4.4%
MH - Mobile Home	3.43	.1%
RT- Rail Transportation District	91.28	3.2%
ROW - Right of Way		
WAT - Water		
Total		
	2888.21	100%
MRCCA - Mississippi River Corridor Critical Area		
Airport Safety Zone A		
Airport Safety Zone B		
Airport Safety Zone C		
Primary Surface		
PUD - Planned Unit Development		
Shoreland District Overlay		

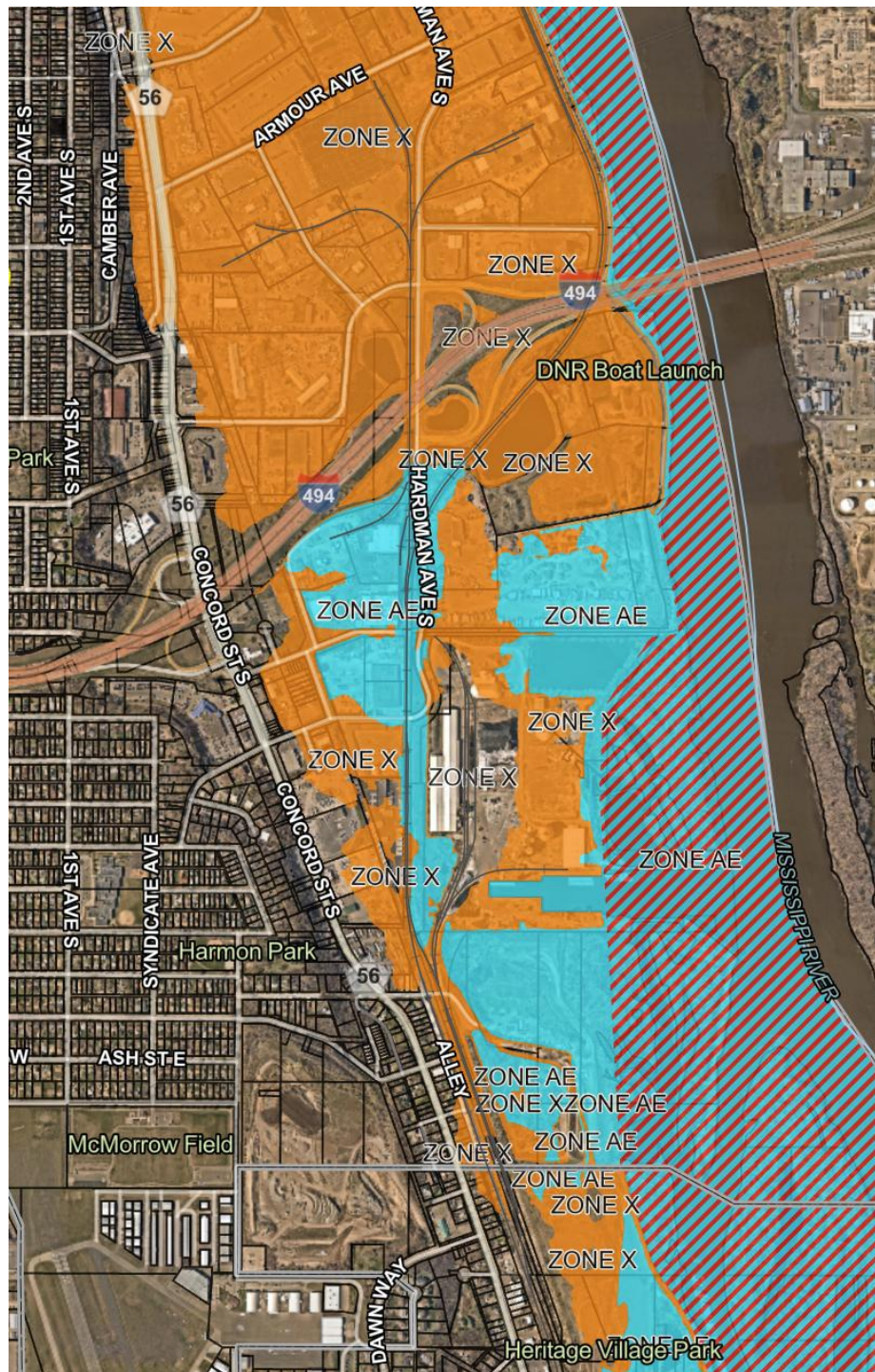
This Zoning map is a representation of various maps and ordinances that make up the City of South St. Paul zoning code. Percentage of Acreage is calculated from county parcel data. Results are representational and not to be used for purposes other than zoning. For detail information pertaining to a specific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

MRCCA districts can be found on a separate PDF.



Print Date: Friday, January 17, 2025
Last Updated: September 8, 2023
Prepared by: South St Paul GIS

ATTACHMENT 2 SOUTH CONCORD CORRIDOR FLOODPLAIN MAP



All areas shaded light blue are in the flood fringe zoning overlay district because they have a 1% chance of flooding each year. Currently, these properties are automatically subject to Shoreland Overlay District regulations even if they are much further than 300 feet from the Ordinary High Water Level (OHWL) of the Mississippi River.

**ATTACHMENT 3
EXISTING SHORELAND ORDINANCE**

Sec. 118-184. Shoreland management district.

- (a) *Declaration of intent and purpose.* The city finds that it is in the interest of the public health, safety and welfare to provide guidance for wise development of shorelands of public waters and thus to preserve and enhance the quality of surface waters, preserve the economic and natural environmental values of shorelands, and provide for the wise utilization of water and related land resources of the state.
- (b) *Establishment of the shorelands overlay zoning district.*
 - (1) The official zoning map of the city, which is on file in the office of the city clerk and which is incorporated by reference in this Code, is hereby amended to include a map overlay district and incorporated by reference setting forth the boundaries of a shorelands overlay district, as established and defined herein.
 - (2) The shorelands overlay zoning district shall be that area which is within 300 feet of the Mississippi River bank, as measured from the ordinary highwater mark, or the landward extent of the floodplain districts, as defined herein, whichever is greater.
 - (3) The shorelands overlay zoning district may be referred to by the abbreviation SL.
- (c) *General provisions.* The shorelands regulations shall apply to all lands within the jurisdiction of the city shown on the official zoning map as being located within the boundaries of the shorelands overlay zoning district.
- (d) *Standards for development within the shorelands districts.*
 - (1) Any application for a building permit, conditional use permit, zoning approval, or subdivision approval for any development in the shorelands district shall be subject to the river corridor site plan review requirements as contained herein.
 - (2) In addition to the criteria and standards for site plan approval, site plans for development in the shorelands district are also subject to the following standards. No site plan that fails to satisfy these additional standards shall be approved by the city council.
 - a. *Lot size.* All lots intended as residential building sites platted or created by metes and bounds after the date of enactment of shorelands regulations shall conform to the following dimensions:
 - 1. Lots not served by a public sewer shall be at least 20,000 square feet (approximately one-half acre) in area and at least 100 feet in width at the building line and at the ordinary highwater mark (for lots abutting a public water). Lots served by public sewer and which abut public water shall be at least 15,000 square feet in area and at least 75 feet in width at the building line and at the ordinary highwater mark. All other lots served by a public sewer shall be at least 10,000 square feet in area and at least 75 feet in width at the building line.
 - 2. Lots of record in the office of the county register of deeds on the date of enactment of these regulations which do not meet the requirements herein may be allowed as building sites, provided that such use is permitted in the underlying zoning district and that the lot is in separate ownership from abutting lands and is served by public sewer and water.
 - b. *Placement of structures on lots.*
 - 1. No structure shall be placed nearer than 50 feet from the right-of-way line of any federal, state, or county trunk highway or 20 feet from the right-of-way line of any public street.
 - 2. No structure shall exceed 35 feet in height, unless such structures are approved as part of a planned unit development.
 - 3. The total area of all impervious surfaces on a lot shall not exceed 30 percent of the total lot area.
 - 4. Subsections (d)(2)b.1 and (d)(2)b.2 of this section shall not apply to the following:

-
- (i) Boathouses may be located landward of the ordinary highwater mark as a conditional use, provided they are not used for habitation and they do not contain sanitary facilities.
 - (ii) Locations of piers and docks shall be controlled by applicable state and local regulations.
 - (iii) Where development exists on both sides of a proposed building site, structural setbacks may be altered to take setbacks of existing structures into account.
 - (iv) Commercial, industrial, or permitted open space uses requiring locations on public waters may be allowed as conditional uses closer to such waters than the setbacks described above.
 - c. *Placement of roads and parking areas.* The placement of roads and parking areas shall be controlled in order to retard the runoff of surface waters and excess nutrients. The placement of roads and parking areas shall be according to the following criteria:
 - 1. No impervious surface shall be placed within 50 feet of the ordinary highwater mark. Where practical and feasible, no impervious surface shall be placed within 100 feet of the normal highwater mark.
 - 2. Natural vegetation or other natural materials shall be used in order to screen parking areas when viewed from the water.
 - d. *Sewage disposal.* Public sewage disposal and commercial, agricultural, solid waste, and industrial disposal shall be subject to the standards, criteria, rules, and regulations of the state pollution control agency and department of health.
 - (e) *Nonconforming sanitary facilities.* Sanitary facilities that are not consistent with the provisions of these regulations and of referenced state regulations shall be eliminated within five years of enactment of these regulations.

(Ord. No. 1411, § 2, 8-21-2023)

State law reference(s)—Shoreland management, Minn. Stat. § 103F.201 et seq.; municipal shoreland management, Minn. Stat. § 103F.221.

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

Ordinance No. 14XX

**AN ORDINANCE REPEALING THE SHORELAND OVERLAY DISTRICT AND
ADDING ITS RELEVANT PERFORMANCE STANDARDS TO THE MISSISSIPPI
RIVER CRITICAL CORRIDOR AREA ORDINANCE**

The City Council of the City of South St. Paul does ordain:

SECTION 1. REPEAL. South St. Paul City Code Section 118-184 Shoreland Management District is hereby repealed.

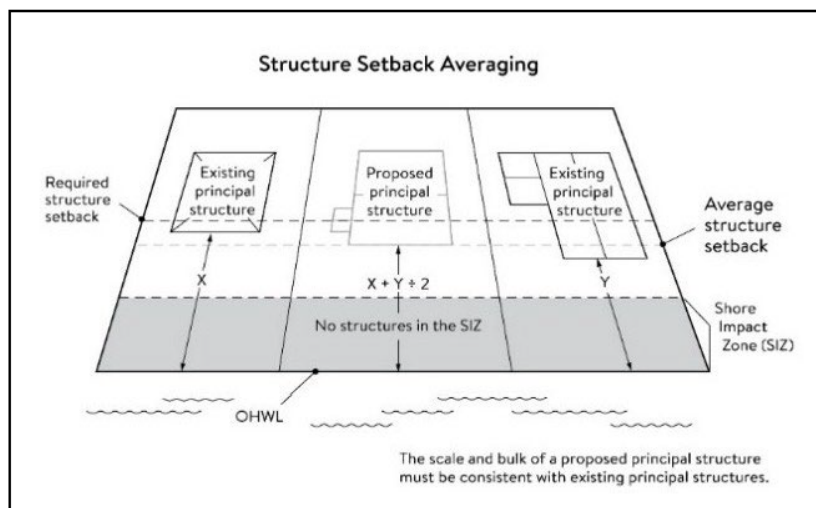
SECTION 2. AMENDMENT. South St. Paul City Code Section 118-171 is hereby amended as follows:

Sec. 118-171. Structure height and placement and lot size; impervious surface requirements.

- (a) *Purpose.* To establish standards that protect primary conservation areas and public river corridor views from development impacts and ensure that new development is sited consistent with the purpose of the MRCCA.
- (b) *Structure height.* Structures and facilities must comply with the following standards unless identified as exempt in section 118-177.
 - (1) Structures and facilities must comply with the following standards unless identified as exempt in section 118-177:
 - a. ROS district: 35 feet
 - b. RN district: 35 feet
 - c. SR district: Height is determined by underlying zoning, provided the allowed height is consistent with that of the mature treeline, where present, and existing surrounding development, as viewed from the OHWL of the opposite shore.
 - d. UM district: 65 feet, provided tiering of structures away from the Mississippi River and from blufflines is given priority, with lower structure heights closer to the river and blufflines, and that structure design and placement minimize interference with public river corridor views. Structures over 65 feet are allowed as a conditional use according to section 118-171(b)(3).
 - (2) Height is measured on the side of the structure facing the Mississippi River.
 - (3) In addition to the conditional use permit requirements of section 118-168(d), criteria for considering whether to grant a conditional use permit for structures exceeding the height limits must include:

- a. Assessment of the visual impact of the proposed structure on public river corridor views, including views from other communities;
 - b. Identification and application of techniques to minimize the perceived bulk of the proposed structure, such as:
 - 1. Placing the long axis of the building perpendicular to the river;
 - 2. Stepping back of portions of the facade;
 - 3. Lowering the roof pitch or use a flat roof;
 - 4. Using building materials or mitigation techniques that will blend in with the natural surrounding such as green roofs, green walls, or other green and brown building materials;
 - 5. Narrowing the profile of upper floors of the building; or
 - 6. Increasing the setbacks of the building from the Mississippi River or blufflines;
 - (4) Identification of techniques for preservation of those view corridors identified in the MRCCA plan; and
 - (5) Opportunities for creation or enhancement of public river corridor views.
- (c) *Structure and impervious surface placement.*
- (1) Structures and impervious surfaces must not be placed in the shore or bluff impact zones unless identified as an exemption in section 118-177. Properties in the special zoning areas are eligible for specific flexibility from these requirements:
 - a. On properties in zoning area A, structures, retaining walls, and impervious surfaces may be placed within the bluff impact zone at the toe of the bluff, but not in the bluff or within 20 feet of the top of the bluff, with a conditional use permit meeting the standards in section 118-171(c)(1)c. A new retaining wall may be allowed by conditional use permit for the purpose of stabilizing the toe of a bluff. Retaining walls in the following situations do not require a conditional use permit:
 - 1. The replacement or modification of an existing retaining wall in the same location as long as the replacement wall does not have a substantially larger exposed face than the existing wall and does not encroach further into the bluff than the existing wall.
 - 2. Retaining walls located on or adjacent to the right-of-way of an existing improved public street or alley if the city determines the wall is necessary for continued functionality and safety.
 - 3. New retaining walls to address an emergency situation determined by the City.
 - b. On properties in zoning area B, structures and impervious surfaces may be placed within the 40-foot bluff top setback and within 20 feet of the top of the bluff up to the top of the bluff or bluffline by conditional use permit meeting the standards in section 118-171(c)(1)c. No structure or impervious surface may extend beyond the bluffline.
 - c. Conditional use permit standards.

1. Plans must demonstrate, through analysis of soil and geotechnical studies if requested by the city, that structures, retaining walls, and impervious surface can be installed without compromising the stability of the bluff.
 2. Compliance with land alteration conditions of approval in section 118-175(f).
 3. Compliance with vegetation removal and restoration standards in Section 118-174(d).
- (2) Structures, impervious surfaces, and facilities must comply with the following OHWL setback provisions unless identified as exempt in section 118-177.
- a. ROS district: 200 feet from the Mississippi River.
 - b. RN district: 100 feet from the Mississippi River.
 - c. UM district: 50 feet from the Mississippi River.
- (3) Structures, impervious surfaces, and facilities must comply with the following bluffline setback provisions unless identified as exempt in section 118-177:
- a. ROS district: 100 feet.
 - b. RN district: 40 feet.
 - c. SR district: 40 feet.
 - d. UM district: 40 feet.
- (4) Where principal structures exist on the adjoining lots on both sides of a proposed building site, the minimum setback may be altered to conform to the average of the adjoining setbacks, if the new structure's scale and bulk riverward or bluffward of the setbacks required under section 118-171(c)(2) and section 118-171(c)(3) are consistent with adjoining development. See figure 7.



- (5) Subsurface sewage treatment systems, including the septic tank and absorption area, must be located at least 75 feet from the ordinary high water level of the Mississippi River and all other public waters.
- (d) *Lot size and buildable area.*

- (1) The width of lots abutting the Mississippi River in the ROS district must be at least 200 feet, unless alternative design methods are used that provide greater protection of the riparian area.
- (2) All new lots must have adequate buildable area to comply with the setback requirements of section 118-171(c)(2) and section 118-171(c)(3) so as to not require variances to use the lots for their intended purpose, except for land in zoning area B.

(e) Impervious surface coverage on properties within 300 feet of the ordinary high water level (OHWL) of the Mississippi River.

(1) Restrictions on impervious surface coverage:

- a. For properties with residential zoning, no lot shall exceed 30% impervious surface coverage without a conditional use permit.
- b. For properties with commercial or mixed-use zoning, no lot shall exceed 75% impervious surface coverage without a conditional use permit.
- c. For properties with industrial zoning, no lot shall exceed 75% impervious surface coverage without a conditional use permit.
- d. Regardless of a lot's total impervious surface coverage, a conditional use permit is not required if at least 75% of the portion of the lot that is within 300 feet of the OHWL of the Mississippi River is maintained as open green space. The City may require a certificate of survey verifying compliance with this provision.

(2) In addition to the conditional use permit standards in section 118-168, the applicant for a conditional use permit shall demonstrate compliance with the following:

- a. The lot is served by municipal sewer and water if services are readily available.
- b. The lot complies with the stormwater management criteria listed in Article IV and all development plans, including erosion control measures, have been reviewed and approved by the City Engineer.
- c. Any other conditions that are deemed necessary to protect the shorelands of public waters.

SECTION 3. AMENDMENT. South St. Paul City Code Section 118-95 is hereby amended as follows:

The city is divided into the following zoning use districts:

- (1) R-1, single-family district.
- (2) R-2, duplex residence district.
- (3) R-3, general residence district.
- (4) R-4, multifamily residential district.
- (5) CGMU, Concord Gateway mixed-use district.
- (6) MMM, mixed markets and makers district.

- (7) C-1, retail business district.
- (8) GB, general business district.
- (9) I-1, light industrial district.
- (10) I, industrial district.
- (11) MH, mobile home district.
- (12) NRDD, North Riverfront development district.
- (13) RT, railroad transportation district.
- (14) PUD, planned unit development district.

The city also contains the following overlay or special purpose subdistricts:

- (1) Mississippi River Critical Corridor Area district.
- ~~(2) Shorelands district.~~
- ~~(23)~~ Floodplain district.
- ~~(34)~~ South St. Paul Municipal Airport Safety Zones (see Appendix A).

SECTION 4. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The ordinance repeals the Shoreland overlay district ordinance and creates impervious surface regulations within the Mississippi River Critical Corridor Area (MRCCA) ordinance for properties within 300 feet of the OHWL of the Mississippi River.

SECTION 5. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Deanna Werner, City Clerk

Minnesota Department of Natural Resources
Ecological and Water Resources Division
Central Region Headquarters
1200 Warner Road, St Paul MN 55106

October 01, 2025

Monika Miller
Associate Planner
City of South St. Paul
125 Third Avenue North
South St. Paul, MN 55075

Re: Conditional Approval of South St. Paul's Flexibility Request for its MRCCA & Shoreland Ordinance

Dear Mrs. Miller:

Thank you for sending the City's proposed shoreland and MRCCA ordinance amendment request. We appreciate the opportunity to review the City's draft proposal and coordinate with the City on compliance with the applicable state standards related to the City's Shoreland and MRCCA zoning districts. DNR staff have reviewed the proposed amendment in relation to the criteria within Minn. Rule 6120.2800, Subp. 3 & 6106.0070, Subp. 6, and we find that the City's request satisfies this criteria as well as the purposes of Minn. Rule, chapter 6106 & 6120.2500 – 6120.3900. Therefore, the City's request to amend its MRCCA and Shoreland Ordinance, as contained within the attached draft ordinance, is hereby conditionally approved.

Proposed Alternative Standards

The City of South St. Paul submitted a proposed shoreland & MRCCA ordinance amendment for review on September 5, 2025. The City proposed amendment includes the following:

1. Repealing the City's Shoreland Management District (Section 118-184 SSP CC) in its entirety.
2. Amending the City's MRCCA Ordinance (Section 118-171 SSP CC) to incorporate the following impervious surface lot coverage standards, as an alternative to the requirements under Minn. Rule 6120.3300(Subp. 11)(B):

"Impervious surface coverage on properties within 300 feet of the ordinary high water level (OHWL) of the Mississippi River.

(1) Restrictions on impervious surface coverage:

- a. For properties with residential zoning, no lot shall exceed 30% impervious surface coverage without a conditional use permit.*
- b. For properties with commercial or mixed-use zoning, no lot shall exceed 75% impervious surface coverage without a conditional use permit.*
- c. For properties with industrial zoning, no lot shall exceed 75% impervious surface coverage without a conditional use permit.*

- d. *Regardless of a lot's total impervious surface coverage, a conditional use permit is not required if at least 75% of the portion of the lot that is within 300 feet of the OHWL of the Mississippi River is maintained as open green space. The City may require a certificate of survey verifying compliance with this provision.*
- (2) *In addition to the conditional use permit standards in section 118-168, the applicant for a conditional use permit shall demonstrate compliance with the following:*
 - a. *The lot is served by municipal sewer and water if services are readily available.*
 - b. *The lot complies with the stormwater management criteria listed in Article IV and all development plans, including erosion control measures, have been reviewed and approved by the City Engineer.*
 - c. *Any other conditions that are deemed necessary to protect the shorelands of public waters."*

DNR Evaluation

The City's justification for requesting flexibility to repeal and consolidate its Shoreland Ordinance into its MRCCA ordinance is justifiable for two main reasons: 1) The district boundaries for the City's MRCCA ordinance geographically encompass both the Shoreland District and the landward extent of the Special Flood Hazard Area. As a result of this overlap, the zoning standards for the City's shoreland management district are mostly redundant; 2) The City's shoreland management district contains a 30% impervious surface lot coverage maximum for all areas within the district. The City seeks to consolidate this standard into the MRCCA ordinance to simplify ordinance administration within the MRCCA district. The City also seeks to modify its current impervious surface lot coverage standard, as noted under subsection 2 of the previous paragraph, in order for the regulations for lot coverage to be commensurate with the densely urbanized nature of lands within the City's MRCCA district.

In review of the City's request for flexibility, DNR staff finds that the proposed amendment is reasonable given the densely developed nature of the land within the City's Shoreland/MRCCA district and given the geographical overlap of the shoreland and MRCCA district. More specifically, the City's request is consistent with the intent of Minn. Rule 6120.2800 Subp. 3.A. (1 & 6) for the purpose of applying implementation flexibility to their shoreland and MRCCA ordinances.

Next Steps

The following are the steps for completing and receiving final DNR approval for your amendment:

1. The city council adopts the amendment.
2. Email the completed Ordinance Processing Checklist (attached) and the documents identified on the checklist within 10 days of city council adoption to:
 - a. Taylor Huinker, taylor.huinker@state.mn.us
 - b. Ordinance.review.dnr@state.mn.us
3. We will review the amendment adopted by the city council for consistency with the draft ordinance conditionally approved.
4. If the adopted amendments are consistent with what was conditionally approved, the City will be sent a "final approval" letter. State rules require DNR final approval of Shoreland/MRCCA ordinances and amendments for those ordinances to be effective.

Finally, a MRCCA ordinance is an important land use regulation that helps to protect surface water quality, near shore habitat, and scenic character of the Mississippi River. We appreciate your efforts to protect this resource for all present and future Minnesotans. Taylor Huinker is available to assist with ordinance technical guidance and to consult with you on other land and water-related projects.

Sincerely,



Megan Moore
Region 3 South District Manager

Attachments:

1. City of South St. Paul Proposed Shoreland Ordinance Repeal and MRCCA Ordinance Amendment
2. Ordinance Processing Checklist

cc:

Taylor Huinker, DNR Area Hydrologist
Ricky Hoffman, DNR Shoreland & Floodplain Planner
Dan Petrik, DNR Shoreland Program Manager
Jack Gleason, DNR So. District Hydro Supervisor



CITY COUNCIL AGENDA REPORT

DATE: December 15, 2025
DEPARTMENT: Council and Board
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 11.B.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Appointment of Councilmembers to Boards and Commissions

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Following nominations, separate motions to appoint certain Council Members to the following entities for terms beginning January 2, 2026:

- South Metro Fire Board of Directors (one director)
- Northern Dakota County Cable Commission (one commissioner)

OVERVIEW

Pursuant to past practice and/or ordinance requirements, the City Council is to establish a liaison role with various City Boards, Commissions, and Joint Powers entities. The appointments are made by individual motions of the City Council unless more than one member of the City Council is interested in serving in a liaison role to a particular Board, Commission or Joint Powers entity. In this case, a ballot process is used to make that appointment.

Openings to be filled for 2026 are listed below:

- **South Metro Fire Department Board - Two Years.** South Metro Fire Department is a consolidated Joint Powers Entity created to provide fire protection services in the Cities of South St. Paul and West St. Paul. South Metro Fire is governed by a Board of Directors comprised of two members of each City Council - which are appointed by their respective City Councils - and one public member who is neither a resident nor employee of either City. Mayor Francis was most recently appointed in late 2023 for a 2-year term that will expire December 31, 2025.
- **Northern Dakota County Cable Communications Commission (NDC4) - Two Years.** The Northern Dakota County Cable Communications Commission is a municipal joint powers cooperative formed in 1982 by the cities of South St. Paul, Inver Grove Heights, Lilydale, Mendota Heights, Mendota, Sunfish Lake and West St. Paul. The commission provides consumer protection services for cable television subscribers and manages institutional programming, including city meetings, government programs, and educational programs on Channels 18, 19, and 20. Councilmember Kaliszewski was

appointed to a two year-term in early 2024 that will expire December 31, 2025.

SOURCE OF FUNDS

N/A

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT

DATE:

December 15, 2025

DEPARTMENT:

City Administrator

PREPARED BY:

Ryan Garcia

AGENDA ITEM NUMBER:

11.C.

MEETING TYPE

Regular Meeting

AGENDA ITEM

Consider Performance Payments pursuant to the Supervisory Association Contract

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

Motion to approve the granting of Performance Pay awards to the following members of the Supervisory Association, at the noted dollar amounts:

- Kelsey Gelhar - \$2,500
- Jeff Hines - \$1,500
- Brianna Rosburg - \$2,000
- Mike Running - \$3,000
- Daniel Salmey - \$3,000
- Brian Wicke - \$1,500

OVERVIEW

The City's employees are generally members of one of four collective bargaining units/unions and their compensation and other terms and conditions of employment are addressed by collectively bargained labor agreements.

Section 13.2 of 2024 - 2025 Supervisory Association agreement provides as follows:

In addition to the wage and salary schedule in Appendix A, there shall be a performance pay option that can provide additional compensation to individual employees upon recommendation of the City Administrator and specific separate approval of the City Council on a case-by-case basis. The performance payment can be set in any amount, but not to exceed 10% of the annual salary of the individual employee. The payment may be for the purpose of rewarding performance in the preceding year or may be compensation for performance in the current year. The payment is for the purpose of recognizing performance that includes efforts or produces results that demonstrably exceed expectation.

The City Administrator brought forward a total of six recommended performance recognition awards for discussion at a recent worksession. These recommendations are offered in acknowledgment of exceptional performance outcomes by specific Supervisory Association Members in the 2025 Calendar Year. It should be noted that these awards are discretionary

actions by the Mayor and Council, and have not been made in every year.

Staff members identified for performance awards are listed in the attached table, with notations highlighting specific performance efforts and outcomes leading to the recommendation.

SOURCE OF FUNDS

Budgeted contingency funds; personnel savings from retirements/vacancies.

ATTACHMENTS

1. Recommended Performance Pay Outline

Employee	Recommended Award	Justifications
Daniel Salmey (Police Commander)	\$3,000	• Representation of City / PD on national stage re: tactical response work and collaboration • Led hiring/onboarding of three CSOs, three police officers, and three Police Cadets • Leadership in response to challenging mental health and public safety concerns in the community • C.O.P.S. Grant Management; Drafted and applied for grant that was awarded to aid in hiring efforts • Planning/Implementation of Flock LPR system in support w/WSP and Dakota Co. agencies
Mike Running (Police Commander)	\$3,000	• Led Homicide investigations leading to arrest, charging of multiple offenders • Extraordinary visibility and accessibility with all community members and staff • Facilitation of staffing for City of Burnsville police operations while department traveled to Washington DC • Showcasing leadership and ownership over challenging mental health and public safety concerns in the community
Kelsey Gelhar (Assistant City Engineer)	\$2,500	• Management of lead service line inventory project (1,000+ records) • Extraordinary engagement, transparency and coordination on Marie Ave. Reconstruction Project • Steady navigation and success through period of org chart realignment
Brianna Rosburg (Police Office Manager)	\$2,000	• Facilitated the expungement of all marijuana related charges / convictions in our case files pursuant to new state statute • Revamped PD page on city website to ensure ADA compliance • Developed Department Dashboard on PD website to further transparency ○ Crime Mapping ○ Monthly Activity Reporting ○ Weekly Activity Report ○ Weekly Calls for service summary ○ Axon LPR transparency portal ○ Flock LPR transparency portal
Brian Wicke (Police Chief)	\$1,500	• Innovation and Leadership in the development and rollout of Police Cadet / Intensive Comprehensive Peace Officer Education & Training with Civil Service Commission, Administration, Department and Council
Jeff Hines (Asst. Finance Director)	\$1,500	• Leadership in the development and rollout of new Accounts Payable Workflow