CITY OF SOUTH ST. PAUL
MEETING AGENDA

CITY COUNCIL

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

Monday, March 2, 2026
7:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. OATH OF OFFICE

A. Police Officers:

- Officer Timothy Neirby
- Officer Karly Schadt
- Officer Katharine Kitchen

6. PRESENTATIONS

A. 2026 55075 Food Drive

7. CITIZEN'S COMMENTS

Comments are limited to 3 minutes in length.

8. APPROVAL OF AGENDA

9. 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:
February 9, 2026, Work Session
February 17, 2026, Council Meeting
February 23, 2026 Work Session

B. Accounts Payable

C. Business Licenses

D. Accept Letter of Resignation

E. Approve a proposal with AE2S for preparation of the Risk & Resilience Assessment and Emergency Response Plan

F. Accept Letter of Retirement

G. Approve Joint Powers Agreement (JPA) between South St. Paul and Dakota County for Natural Resources Restoration

H. Purchase of 2026 GMC Terrain Elevation AWD from North Country GMC

10. ITEMS REMOVED FROM CONSENT AGENDA

11. PUBLIC HEARINGS

A. Vacation of Unbuilt Alley in Block 18 of Spring Park Addition (316 Malden Street)

12. GENERAL BUSINESS

A. Board and Commission Appointments

B. Second Reading - Ordinance Amending Chapter 2, Section 2-22 City Council Salaries

C. First Reading - Ordinance Repealing Ordinance No. 155 (Designating Certain Property as a Library)

13. MAYOR AND COUNCIL COMMUNICATIONS

14. ADJOURNMENT

CITY COUNCIL AGENDA REPORT

DATE: March 2, 2026
DEPARTMENT: Police
PREPARED BY: Brian Wicke
AGENDA ITEM NUMBER: 5.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Police Officers:

- Officer Timothy Neirby
- Officer Karly Schadt
- Officer Katharine Kitchen

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Administer Oath of Office and present badges.

OVERVIEW
Administer Oaths of Office to Police Officer Timothy Neirby, Police Officer Karly Schadt, Police Officer Katharine Kitchen and presentation of badges.

SOURCE OF FUNDS
N/A

ATTACHMENTS
None

CITY COUNCIL AGENDA REPORT

DATE: March 2, 2026
DEPARTMENT: Community Affairs
PREPARED BY: Deb Griffith
AGENDA ITEM NUMBER: 6.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
2026 55075 Food Drive

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
No action required.

OVERVIEW
March is Minnesota FoodShare month. Representatives from Neighbors, Inc will present information about their 2026 Campaign and representatives from the South St. Paul Mayor's Youth Task Force will give an update about the City's 2026 55075 Food Drive.

SOURCE OF FUNDS
N/A

ATTACHMENTS
None

CITY COUNCIL AGENDA REPORT

DATE: March 2, 2026
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 9.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
City Council Meeting Minutes of:
February 9, 2026, Work Session
February 17, 2026, Council Meeting
February 23, 2026 Work Session

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Approve as presented by consent.

OVERVIEW
Approval of meeting minutes for the City Council Work Session held on Monday, February 9th, 2026, Regular City Council Meeting held on Tuesday, February 17th, 2026 and the City Council Work Session held on Monday, February 23rd, 2026.

SOURCE OF FUNDS
N/A

ATTACHMENTS
1. 02-09-2026 WS Minutes RG
2. 02-17-2026 Council Minutes
3. 02-23-2026 WS Minutes RG

South St. Paul City Council Work Session

Session Notes for February 9, 2026

1. CALL TO ORDER

Mayor Francis called the City Council Work Session to order at 7:00 PM on February 9, 2026

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.

Staff Present: Ryan Garcia, City Administrator, Brian Wicke, Police Chief, Kelsey Gelhar, City Engineer

2. DISCUSSION ITEMS

A. PFAS Treatment Feasibility Study

Mayor Francis and Council welcomed Ursinio Puga with AE2S, the City's consultant on the PFAS Treatment Feasibility Study. Mr. Puga's presentation identified existing federal regulations related to the level of PFAS in public drinking water systems and indicated that at this time only one of the City's non-emergency wells has been found through continued testing to exceed the levels requiring action. Mr. Puga reviewed alternative treatment methods and shared that the Feasibility Report identified the construction of a Water Treatment Facility was the most probable and potentially preferable option.

Acknowledging the significant (more than $10,000,000) estimated cost to construct a Water Treatment Facility and the likelihood that additional wells may be impacted in the future, Council discussed at length the possibility of exploring alternative options to this approach. There was a particular interest in looking more deeply into a potential use agreement with an adjacent water service provider such as Saint Paul Regional Water. Staff and Mr. Puga noted that this option was evaluated at a relatively high level, but that this option could be explored further. Additional discussion was related to the timing of compliance – which is currently 2029 but is under consideration for extension to 2031 – and to the possibility that the current federal administration may further modify regulatory thresholds. Finally, staff and Mr. Puga briefly discussed the potential sources of funding for PFAS treatment which include state grants, settlement funds, the City's water utility, and potential future legislative appropriations.

B. 400 Richmond Street Update

Mr. Garcia shared that with the recent approval of a Planned Unit Development for AVR at 400 Richmond Street there was an interest by AVR to re-engage in the negotiation of a Purchase Agreement and potentially a Lease Agreement for the property. Council expressed continued interest in working towards a mutually beneficial agreement, specifically interested in maximizing the sales proceeds and minimizing the City's lease expenses.

Several council members expressed their desire for the City to retain as much flexibility and as advantageous an arrangement as possible in the transaction, particularly for any leaseback period.

C. Villaume Avenue Property / Road Connection

Mr. Garcia summarized a recent communication with the property owner at 118 Villaume Avenue during which the property owner inquired as to the City's interest in acquiring his duplex property. Mr. Garcia acknowledged that historically Villaume Avenue extended to the east where it provided a secondary access to Woog Arena, albeit with significant grade challenges. Council's consensus was that the 118 Villaume Avenue property was not essential for any future potential road extension project, and confirmed that there was no current motivation or consensus to extend a second access point to Woog Arena particularly given the expected costs and engineering challenges such a project would entail.

D. Closed Session Pursuant to Minnesota Statutes § 13D.05 (c) (3), to consider offers to purchase real property at 316 Malden Street

Moved by: Pam Bakken / Joe Kaliszewski
Moved: to close pursuant to Minnesota Statues§ 13D.05 (c) (3), to consider offers to purchase real property at 316 Malden Street.
Vote: 7 ayes / 0 nays, motion Passed.

Moved by: Tom Seaberg / Joe Kaliszewski
Moved: to reopen the meeting.
Vote: 7 ayes / 0 nays, motion Passed

The meeting reopened at 9:50 P.M.

3. COUNCIL COMMENTS & QUESTIONS

Council requested a status update on the property located at Bryant Avenue most recently granted entitlements as the "Bryant's Ridge" development. Staff advised that the land use approvals were no longer valid due to the fact that the deadline to commence work on the site had passed without any activity and it appeared that "Bryant's Ridge" was dead. Council asked if the property would be of interest to Dakota County CDA for development. Staff advised that the property had been discussed multiple times with CDA leadership but to this point CDA has not advanced past cursory exploration.

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 9:54 PM.

Respectfully submitted,
/s/: Ryan Garcia
City Administrator

SOUTH ST. PAUL CITY COUNCIL
MINUTES OF FEBRUARY 17, 2026

1. CALL TO ORDER

Acting Mayor Tom Seaberg called the regular meeting of the City Council to order at 7:00 PM on Tuesday, February 17th, 2026.

2. ROLL CALL

Present: Tom Seaberg, Todd Podgorski, Matt Thompson, Joe Kaliszewski, Pam Bakken, Lori Hansen
Absent: Jimmy Francis
Staff Present:
Ryan Garcia, City Administrator
Kori Lane, City Attorney
Deanna Werner, City Clerk
Brian Wicke, Chief of Police
Michael Healy, City Planner
Monika Miller, Senior 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.

Matt Fuller
Shireen Bhatia
Lilliana Perez
Pearl
LaDonna Butler
Shawn Friberg

7. APPROVAL OF AGENDA

Moved by: Joe Kaliszewski / Matt Thompson
Moved: To approve the Agenda
Vote: 6 ayes / 0 nays, motion Passed

8. CONSENT AGENDA

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

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

A. City Council Meeting Minutes of February 2, 2026

B. Accounts Payable

C. Business Licenses

D. Approve Bid for City Hall Security Upgrades

E. Approve Plans and Specifications and Authorize Advertisement for Bids – Verderosa Avenue Extension Project (2024-02)

F. Enactment of Comprehensive Plan Amendment to Implement the South Concord Corridor Small Area Plan

G. Purchase of Three (3) Police Vehicles

H. Approval of Proposal for Environmental Consulting Services - Hardman Triangle

I. Approve Agreement with City of South St. Paul and Learn to Skate

J. Approve Agreement with City of South St. Paul and Woodbury Area Hockey Club (WAHC)

Moved by: Pam Bakken / Matt Thompson
Moved: To approve the consent agenda as presented.
Vote: 6 ayes / 0 nays, motion Passed

9. ITEMS REMOVED FROM CONSENT AGENDA

10. PUBLIC HEARINGS

A. Massage Therapy License - Jiejie Enterprises, LLC DBA: Golden Spa at 1525 5th Ave S, South St. Paul

Moved by: Pam Bakken / Joe Kaliszewski
Moved: To approve a Massage Therapy License for Jiejie Enterprises, LLC DBA: Golden Spa at 1525 5th Ave S, South St. Paul.
Vote: 6 ayes / 0 nays, motion Passed

11. GENERAL BUSINESS

A. Jadian IOS Conditional Use Permit for a Planned Unit Development at 1201 and 1301 Concord Street South

Moved by: Joe Kaliszewski / Lori Hansen
Moved: To Approve Resolution 2026-027, Jadian IOS Conditional Use Permit for a Planned Unit Development at 1201 and 1301 Concord Street South, a site plan, a development agreement, a stormwater maintenance agreement, a hydrant access agreement and authorize the City Attorney and City Engineer to make minor modifications needed.
Vote: 6 ayes / 0 nays, motion Passed

B. Wakota North 2nd Addition Preliminary and Final Plat

Moved by: Matt Thompson / Joe Kaliszewski
Moved: To Adopt Resolution 2026-023, approving the Wakota North 2nd Additional Preliminary Plat and Final Plat
Vote: 6 ayes / 0 nays, motion Passed

C. PFAS Feasibility Study

Moved by: Todd Podgorski / Joe Kaliszewski
Moved: To accept the PFAS Feasibility Study
Vote: 6 ayes / 0 nays, motion Passed

D. Federal Immigration Enforcement Activity Response

Moved by: Lori Hansen / Todd Podgorski
Moved: To approve Resolution 2026-029, with the amended language, addressing Federal Immigration Enforcement Activity Response.
Vote: 6 ayes / 0 nays, motion Passed

Moved by: Lori Hansen / Todd Podgorski
Moved: To Approve Resolution 2026-030, authorizing a donation of $15,000 designated Neighbors, Inc. to assist in the purchase of a van used to support food insecurity issues in the City of South St. Paul.
Vote: 6 ayes / 0 nays, motion Passed

12. MAYOR AND COUNCIL COMMUNICATIONS

13. ADJOURNMENT

Moved by: Pam Bakken / Joe Kaliszewski
Moved: To Adjourn
Vote: 6 ayes / 0 nays, motion Passed

The meeting adjourned at 9:48 PM

Deanna Werner

/s/: Deanna Werner
City Clerk

South St. Paul City Council Work Session

Session Notes for February 23, 2026

1. CALL TO ORDER

Mayor Francis called the City Council Work Session to order at 8:00 PM on February 26, 2026

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, Matt Thompson, Tom Seaberg, and Todd Podgorski. Council Member Pam Bakken arrived at 8:18 P.M.

Council Member Absent: Joe Kaliszewski

Staff Present: Ryan Garcia, City Administrator, Brian Wicke, Police Chief, Shannon Young, Parks and Recreation Director

2. DISCUSSION ITEMS

A. Review 2026 Boards and Commission Applications (to allow for Councilmember Bakken's participation, this item was moved to the end of the Agenda)

Mayor Francis and the City Council reviewed the openings for 2026 appointments to City Boards and Commissions. Council felt there was great value gleaned from the engagement in the "meet & greet" events preceding the Worksession and appreciated the opportunity to learn more about applicants and their interests and perspectives. Council was encouraged by the number of incumbent commission members that applied for re-appointment, and was a strong testament to the operation and effectiveness of the commissions and boards. Council agreed that they will be prepared to further discuss and finalize appointments at the March 2, 2026 Council Meeting.

B. EDA Business Loan Application – Bester Brothers Moving and Storage

Mr. Garcia advised that a completed application for the EDA's business and development loan program had been received by the incoming owners of Bester Brothers Moving & Storage. Mr. Garcia summarized the proposal's consistency with the EDA's Economic Development Strategy and Business Assistance policies, and suggested that based upon the application and review of the business and personal financial information received from the applicant that a 15-year amortizing loan at 5.25% on a $135,000 principal loan amount would be presented for EDA consideration at a future meeting, potentially in April 2026.

C. EDA Properties Update

Mr. Garcia shared that progress was being made towards a purchase and development agreement, business subsidy, and loan agreement for the redevelopment of the property at 106 Third Avenue North. Mr. Garcia shared that some procedural but generally benign steps would begin in March that would pave the way for formal review and consideration of

legally binding agreements with the developer later in the spring.

Mr. Garcia advised that a Purchase Agreement had been prepared and is under review by Endeavor Development, the prospective developer of a new Class A business center at 316 Malden Street. Mr. Garcia advised that some items required to perfect the title and prepare the property for redevelopment would begin showing up on Council and EDA agendas in March. Mr. Garcia speculated that the Purchase Agreement would be ready for consideration in April 2026, with a Development Agreement either accompanying or closely trailing that agreement, pending due diligence timelines. Mr. Garcia clarified that the Endeavor development would encompass only the 316 Malden Street property and adjacent alley to be vacated, and that the Fury Motors employee parking lot would be sold separately under a previously approved agreement to Leonard Investments.

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 9:04 PM.

Respectfully submitted,
/s/: Ryan Garcia
City Administrator

CITY COUNCIL AGENDA REPORT

DATE: March 2, 2026
DEPARTMENT: Finance
PREPARED BY: Jeff Hines
AGENDA ITEM NUMBER: 9.B.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Accounts Payable

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Motion to Adopt Resolution 2026-033 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. 03-02-26 Accounts Payable Resolution
2. 03-02-26 Accounts Payable Summary Check Register
3. 03-02-26 Accounts Payable Detail Check Register

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-033

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:	
156433-156565	**$ 924,780.86**
2026054-2026076	**383,338.24**
801333-801336	**47,688.62**
Total	**$ 1,355,807.69**

Adopted this 2nd day of March, 2026.

Deanna Werner, City Clerk

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Company		Amount
00101	GENERAL FUND	474,925.62
00212	GRANTS/DONATIONS POLICE	2,936.75
00215	GRANTS/DONATIONS PARK AND REC	275.00
00216	GRANTS/DONATIONS COMM AFFAIRS	420.00
00243	DOUG WOOG ARENA	24,497.17
00245	AIRPORT FUND	35,985.02
00260	HOUSING GENERAL	36.59
00298	HOUSING REINVESTMENT	5,000.00
00402	CAPITAL PROGRAMS FUND	38,140.88
00407	EQUIPMENT ACQUISITION F	8,014.75
00440	2024 LOCAL IMPROVEMENTS	30,620.19
00441	2025 LOCAL IMPROVEMENTS	25,790.50
00490	CONCORD TIF	6,656.25
00491	STOCKYARDS TIF	783.00
00492	4TH AVE VILLAGE TIF	1,806.00
00493	GRAND AVE GATEWAY TIF	684.00
00494	HARDMAN TRIANGLE TIF	1,061.00
00605	WATER UTILITY	244,723.57
00606	SEWER UTILITY	317,169.01
00610	STORM WATER UTILITY	2,207.50
00615	STREET LIGHT UTILITY	100.14
00677	NAN MCKAY APT BLDG	49,641.44
00678	JOHN CARROLL APT BLDG	61,847.75
00703	CENTRAL GARAGE FUND	14,445.91
00709	SELF-INSURED DENTAL	5,905.14
00805	EMPLOYEE HEALTH REIMBUR	2,134.51
	Report Totals	1,355,807.69

CITY COUNCIL AGENDA REPORT

DATE: March 2, 2026
DEPARTMENT: City Clerk
PREPARED BY: Deanna Werner
AGENDA ITEM NUMBER: 9.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)

Report Name: City Council Report (Licenses)
Council Date Range: 3/2/2026 to 3/2/2026

City of South St Paul
City Council Report

Printed: 2/25/2026

ID	Company	License #	License Type	Status	Issued	Expires	Address	Complex	Council
15646	Tyler Lengsfeld	00017270	Dangerous Dog - Renewal License	A	02/24/2026	10/01/2026	908 Holland Ave		03/02/2026
15765	Brock E Mitchell	00016377	Rental Housing	A	11/04/2025	05/31/2026	112 8th Ave S		03/02/2026
14596	Commemorative Air Force Minnesota Wing	00017271	Temp Intoxicating Liquor License	A	02/25/2026	06/14/2026	310 Airport Rd	Hangar Dance - June 13th, 2026	03/02/2026
14596	Commemorative Air Force Minnesota Wing	00017272	Temp Intoxicating Liquor License	A	02/25/2026	09/13/2026	310 Airport Rd	Hangar Dance - September 12, 2026	03/02/2026

CITY COUNCIL AGENDA REPORT

DATE: March 2, 2026
DEPARTMENT: Police
PREPARED BY: Brian Wicke
AGENDA ITEM NUMBER: 9.D.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Accept Letter of Resignation

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Motion to Accept Letter of Resignation from probationary Police Officer Colin Conway.

OVERVIEW
Attached you will find a letter from probationary Police Officer Colin Conway giving his notice of his intent to resign from his position with the South St. Paul Police Department effective immediately.

Officer Conway began his employment with the South St. Paul Police Department in late 2023 as a Community Service Officer, transitioned to Police Officer in August 2025, and has been in his field training since that time.

Members of the Department wish Officer Conway the best as he moves into the next chapter of his life, and thank him for his dedicated service to the City of South St. Paul during his tenure with us. A copy of his letter of resignation is attached.

SOURCE OF FUNDS
N/A

ATTACHMENTS
1. Letter of Resignation - Colin Conway

South St. Paul Police Department

Brian J. Wicke • Chief of Police

125 Third Avenue North • South St. Paul, MN 55075 • (651) 554-3300 • Fax (651) 554-3301

February 17th, 2026

Chief Brian Wicke
125 3rd Avenue North
South St. Paul, MN 55075

Re: Letter of Resignation

Chief Wicke,

After careful consideration, I find it in my best interest to submit this letter of resignation to the South St. Paul Police Department, effective immediately. I appreciate the opportunity to have been a member of this organization.

Respectfully,

Officer Colin Conway

CITY COUNCIL AGENDA REPORT

DATE: March 2, 2026
DEPARTMENT: Engineering
PREPARED BY: Kelsey Gelhar
AGENDA ITEM NUMBER: 9.E.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approve a proposal with AE2S for preparation of the Risk & Resilience Assessment and Emergency Response Plan

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Approve a proposal with Advanced Engineering and Environmental Services (AE2S) for $21,500.00 for the preparation of the Risk & Resilience and Emergency Response Plans required by the America's Water Infrastructure Act.

OVERVIEW
The Safe Drinking Water Act section 1433, which was amended by America's Water Infrastructure Act (AWIA) section 2013, requires community water systems serving more than 3,300 people to prepare or revise their risk and resilience assessments (RRAs) and emergency response plans (ERPs) and to certify to the U.S. Environmental Protection Agency (EPA) that this work has been completed. Community water systems must review, revise (where applicable), and recertify their RRA and ERP to the EPA every five years from the original deadlines specified in the law. In 2021, AE2S prepared South St. Paul's RRA and ERP.

The RRA certification statement to EPA is due on or before June 30, 2026, and the ERP certification statement to EPA is due six months later, on or before December 31, 2026. AE2S submitted a proposal to review, revise, and recertify both the RRA and ERP so that South St. Paul can remain in compliance with the AWIA. AE2S is proposing to add these services as Task Order No. 2 to the master services agreement that was approved on March 17, 2025.

SOURCE OF FUNDS
Water Utility

ATTACHMENTS
1. TO No. 2_South St. Paul 2026 AWIA Updates

TASK ORDER NO. 2

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated March 17, 2025, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	February 13, 2026
b.	Owner:	City of South St. Paul
c.	Engineer:	Advanced Engineering and Environmental Services, LLC
d.	Specific Project (title)	2026 AWIA Updates
e.	Specific Project (description):	Update of South St. Paul's America's Water Infrastructure Act (AWIA) Documents
f.	Related Task Orders	N/A

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:	2026 AWIA Updates
Description of Improvements:	Update of the existing 2021 Risk and Resiliency Assessment (RRA) and Emergency Response Plan (ERP) in accordance with AWIA.
Prior Studies, Reports, Plans:	2021 RRA and ERP

3. SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are as follows:

1. **Review Existing Documents:**
   a. Review existing RRA.
   b. Review existing ERP and associated Incident Specific Response Plans (ISRPs).

2. **Risk and Resiliency Assessment (RRA) Update:**
   a. Determine required RRA revisions based on changes to water utility infrastructure, operating practices, and Environmental Protection Agency (EPA) provided recommendations since the last certification cycle.
   b. Conduct a 2-hour virtual workshop with Owner's staff to review proposed revisions to RRA assets, threats, consequences, and countermeasures.
   c. Document findings in an RRA Report highlighting the revisions from the previously completed report.

d. Conduct a 1-hour virtual review meeting with the Owner to review the updated RRA Report.

3. **Emergency Response Plan (ERP) Update:**
   a. Determine required ERP revisions based on changes to water utility infrastructure, operating practices, and EPA provided recommendations since the last certification cycle.
   b. Conduct a 2-hour virtual workshop with Owner's staff to review proposed revisions to ERP.
   c. Draft a revised ERP document to reflect changes made and discussions during the workshop. Revise the existing ISRPs as needed based on updates to the ERP.
   d. Conduct a 1-hour virtual review meeting with the Owner to review the updated ERP Report.

B. All of the services included above comprise basic services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with the following schedule:

Task	Est. Completion Date
01 Risk and Resiliency Assessment Update	June 30, 2026
02 Emergency Response Plan Update	December 30, 2026

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Agreement, and the following supplemental responsibilities that are specific to this Task Order: None

6. TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided above or elsewhere, the parties shall meet the following schedule: None

7. ENGINEER'S COMPENSATION

A. The terms of payment are set forth in Article 4 of the Agreement.
B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	**$21,500.00**	
a. Study and Report Phase	$21,500.00	Hourly
TOTAL COMPENSATION (item 1)	**$21,500.00**	
3. Additional Services under Section 3.C above	(N/A)	

C. Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER: NONE

9. ATTACHMENTS:

A. Fee Estimate

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Agreement and its exhibits and appendices, which Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

City of South St. Paul

By:

Date:
Name:
Title:

Address for giving notices:
City of South St. Paul

125 3rd Ave N
South St. Paul, MN 55075

Designated Representative:
Name:
Title:
Address:
125 3rd Ave. No.
South St. Paul, MN 55075

Phone:
Email:

ENGINEER:

Advanced Engineering and Environmental Services, LLC

By:

Date:
Name: Justin Klabo
Title: Operations Manager

Address for giving notices:
Advanced Engineering and
Environmental Services, LLC
4050 Garden View Drive, Suite 200
Grand Forks, ND 58201

Designated Representative:
Name: Ursinio Puga, PE
Title: Project Manager
Address:
1625 Radio Drive Suite 150
Woodbury, MN 55125

Phone: (651) 448-7097
Email: Ursinio.Puga@ae2s.com

Date: February 13, 2026

South St. Paul 2026 AWIA Assistance Exhibit A - Fee Estimate	Puga, PE	Tellefson, PE	Bowser	Subtotal Hours	Labor	Expenses	Total
	PM	Project Engineer	Project Engineer				
2026 Billing Rate	$ 246	$ 213	$ 152				
Task 1 - Review Existing Documents	**8**	**6**	**4**	**18**	**$3,900**	**$0**	**$3,900**
Project Management and Coordination	8	2		10	$2,394		$2,394
Review Existing RRA		2	2	4	$730		$730
Review Exisitng ERP		2	2	4	$730		$730
Task 2 - Risk and Resiliency Assessment (RRA) Updates	**5**	**13**	**31**	**49**	**$8,800**	**$0**	**$8,800**
RRA Updates	2	10	26	38	$6,574		$6,574
Virtual Workshop (2 Hr) and Workshop Prep.	2	2	3	7	$1,374		$1,374
Virtual Review Meeting (1 Hr) and Meeting Prep.	1	1	2	4	$763		$763
Task 3 - Emergency Response Plan (ERP) Update	**5**	**13**	**31**	**49**	**$8,800**	**$0**	**$8,800**
ERP Updates	2	10	26	38	$6,574		$6,574
Virtual Workshop (2 Hr) and Workshop Prep.	2	2	3	7	$1,374		$1,374
Virtual Review Meeting (1 Hr) and Meeting Prep.	1	1	2	4	$763		$763
Estimated Subtotal Hours for AE2S Staff	18	32	66	116			
Estimated Labor and Expenses for AE2S Staff	$ 4,428	$ 6,816	$ 10,032		$21,500	$0	
	Puga, PE	Tellefson, PE	Bowser	**Total AE2S Not-to-Exceed Fee**			**$21,500**

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC
2026 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	$73.00
Administrative 2	$88.00
Administrative 3	$103.00
Communications Specialist 1	$117.00
Communications Specialist 2	$137.00
Communications Specialist 3	$158.00
Communications Specialist 4	$190.00
Communications Specialist 5	$210.00
Construction Services 1	$140.00
Construction Services 2	$171.00
Construction Services 3	$190.00
Construction Services 4	$211.00
Construction Services 5	$232.00
Engineering Assistant 1	$94.00
Engineering Assistant 2	$111.00
Engineering Assistant 3	$140.00
Engineer 1	$152.00
Engineer 2	$182.00
Engineer 3	$213.00
Engineer 4	$246.00
Engineer 5	$264.00
Engineer 6	$279.00
Engineering Technician 1	$93.00
Engineering Technician 2	$117.00
Engineering Technician 3	$141.00
Engineering Technician 4	$158.00
Engineering Technician 5	$181.00
Financial Analyst 1	$126.00
Financial Analyst 2	$142.00
Financial Analyst 3	$171.00
Financial Analyst 4	$187.00
Financial Analyst 5	$209.00
GIS Specialist 1	$117.00
GIS Specialist 2	$142.00
GIS Specialist 3	$168.00
GIS Specialist 4	$188.00
GIS Specialist 5	$210.00
I&C Assistant 1	$112.00
I&C Assistant 2	$139.00
I&C 1	$166.00
I&C 2	$196.00
I&C 3	$221.00
I&C 4	$234.00
I&C 5	$246.00
IT 1	$145.00
IT 2	$196.00
IT 3	$241.00
Land Surveyor Assistant	$107.00
Land Surveyor 1	$129.00
Land Surveyor 2	$156.00
Land Surveyor 3	$175.00
Land Surveyor 4	$193.00
Land Surveyor 5	$213.00
Operations Specialist 1	$112.00
Operations Specialist 2	$140.00
Operations Specialist 3	$173.00
Operations Specialist 4	$198.00
Operations Specialist 5	$222.00
Project Coordinator 1	$130.00
Project Coordinator 2	$145.00
Project Coordinator 3	$162.00
Project Coordinator 4	$178.00
Project Coordinator 5	$201.00
Project Manager 1	$229.00
Project Manager 2	$251.00
Project Manager 3	$269.00
Project Manager 4	$284.00
Project Manager 5	$303.00
Project Manager 6	$317.00
Sr. Designer 1	$199.00
Sr. Designer 2	$221.00
Sr. Designer 3	$238.00
Sr. Financial Analyst 1	$236.00
Sr. Financial Analyst 2	$257.00
Sr. Financial Analyst 3	$279.00
Technical Expert 1	$361.00
Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	$0.83/mile
Survey Vehicle	$1.05/mile
Laser Printouts/Photocopies	$0.30/copy
Plotter Printouts	$1.00/s.f.
UAS - Photo/Video Grade	$100.00/day
UAS/USV – Survey	$50.00/hour
Total Station – Robotic	$35.00/hour
Mapping GPS	$60.00/day
Fast Static/RTK GPS	$50.00/hour
All-Terrain Vehicle/Boat	$100.00/day
Cellular Modem	$75.00/month
Web Hosting	$26.00/month
Legal Services Reimbursement	$302.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

CITY COUNCIL AGENDA REPORT

DATE: March 2, 2026
DEPARTMENT: Human Resources
PREPARED BY: Shelly Anderson
AGENDA ITEM NUMBER: 9.F.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Accept Letter of Retirement

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Accept Letter of Retirement and Authorize Recruitment Process to Fill the Position.

OVERVIEW
Robert Fries, Public Works Maintenance Worker, has provided dedicated service to the City of South St. Paul for 26 years. During this time, he has contributed significantly to the operations and success of the Streets department with his institutional knowledge and commitment to public service.

Robert has submitted formal notice of retirement effective April 10, 2026. Staff would like to formally recognize and thank him for 26 years of exemplary service to the community.

This retirement will create a vacancy in the position of Public Works Streets Maintenance. Staff is asking for authorization to begin the recruitment process to fill this position.

SOURCE OF FUNDS
Public Works Budget

ATTACHMENTS
1. Fries, Robert_Letter of Retirement_02232026

February 23rd, 2026

To: The City of South St. Paul staff members and City Council members.

I Robert G. Fries (Rob), after 25 + years of employment with the City of South St Paul Public Works Street Department, will be retiring on Friday April 10th, 2026.

Thank you for the opportunities I was given with the city.

I will miss all of you, especially my co-workers.

Sincerely

Rob Fries

CITY COUNCIL AGENDA REPORT

DATE: March 2, 2026
DEPARTMENT: Parks & Recreation
PREPARED BY: Shannon Young
AGENDA ITEM NUMBER: 9.G.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Approve Joint Powers Agreement (JPA) between South St. Paul and Dakota County for Natural Resources Restoration

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Adopt Resolution 2026-032 authorizing the City of South St. Paul to enter into a Joint Powers Agreement with Dakota County for the identified natural resource restoration projects.

OVERVIEW
Dakota County and City Staff have worked together on planning an implementation of projects to restore and enhance natural resources in key parks and open spaces across the community. Dakota County was awarded funding through the U.S Department of Transportation's Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program and the Minnesota Environment and Natural Resources Trust Fund. These grants will be used to complete restoration along the Mississippi River Greenway including Kaposia Park, Simons Ravine Trailhead, Kaposia Landing and Wildflower Levee Park. This work does not require any City funding or in-kind contribution, as all costs are covered by the grants and any required County match.
The proposed Joint Powers Agreement formalizes the partnership between the City of South St. Paul and Dakota County to implement natural resource restoration projects at the identified sites. The agreement establishes roles, responsibilities, and coordination necessary to complete the work efficiently and in alignment with shared conservation goals. This collaborative approach leverages County resources while supporting the City's parks, natural resource, and environmental stewardship objectives.
The City Attorney has reviewed the Joint Powers Agreement and has determined it to be acceptable. The item will be submitted to the Dakota County Board for review, with final approval scheduled for March 24, 2026.

SOURCE OF FUNDS
There is no impact to the City associated with this Joint Powers Agreement. Dakota County will manage the project and fund all remaining costs in accordance with the terms of the agreement.

ATTACHMENTS
1. SSP-Dakota County JPA Natural Resources Projects

2. Resolution with Dakota County for Natural Resources JPA

JOINT POWERS AGREEMENT BETWEEN
DAKOTA COUNTY AND THE CITY OF SOUTH ST. PAUL FOR
NATURAL RESOURCE RESTORATION AND ENHANCEMENT PROJECTS

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through Dakota County Parks ("County") and the City of South St. Paul ("City"). This Agreement uses the word "Parties" for both the County and the City.

WHEREAS, the County and City are governmental units as that term is defined in Minn. Stat. § 471.59.

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties.

WHEREAS, by Resolution 20-568, the County Board of Commissioners adopted a Land Conservation Plan for Dakota County (the "LCP"), which included as a goal the establishment of a City - County Collaborative for natural resources planning, protection, and management.

WHEREAS, the LCP also included as a goal that the County, in collaboration with Cities, should identify land protection priorities and opportunities, develop natural resource management plans and priorities for city properties, develop joint grant proposals, and improve efficiencies and lower costs by sharing resources and equipment.

WHEREAS, the County has worked with cities within the County to jointly develop guidelines and criteria for implementing certain natural resources management and restoration collaborative projects, under which guidelines cities may submit potential natural resource restoration projects for County assistance.

WHEREAS, the City and County recognize that it will be efficient and cost-effective to share resources and cooperate in implementing various natural resources management and restoration projects within the City.

WHEREAS, the County anticipates providing limited technical and ecological services to Cities such as assistance with grant writing, planning, plant and species identification, and similar services where the County's assistance or collaborative planning will further the goals of the County's LCP.

WHEREAS, the City and County recognize that it will be efficient and cost-effective to share resources and cooperate in implementing various natural resources management and restoration projects within the City.

WHEREAS, the City and the County further recognize that it will be efficient to have a single master agreement for all such projects within the City, and to provide for that agreement to be modified over time as Projects are added or modified and as cooperative opportunities and implementation efficiencies may change.

WHEREAS, the City and the County therefore desire to enter into this Agreement for the purpose of defining the responsibilities of the Parties for projects to be identified through this Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1
PURPOSE

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the implementation and maintenance of various natural resources-related projects and ecological services located on City-owned property, as more fully described herein.

ARTICLE 2
TERM

This Agreement shall be effective as of the date of the signatures of the Parties (the "Effective Date") and shall remain in effect until terminated by the Parties pursuant to Article 9 of this Agreement or unless termination is required by operation of law or by decision of a court of competent jurisdiction.

ARTICLE 3
NATURAL RESOURCES PROJECT COLLABORATION

3.1 Natural Resources Project Management. Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the County or its agents or contractors will provide restoration services for Projects as may be identified on Exhibit 1 and any addendum to Exhibit 1 (the "Restoration Projects" or "Projects"). The Restoration Projects will be completed according to an individual Natural Resources Management Plan to be established for each Restoration Project (the "Restoration Project NRMP"). A copy of the Restoration Project NRMP will be maintained on file with the County and will be summarized on a Restoration Project Work Plan included on Exhibit 1 and any addendum to Exhibit 1. (Exhibit 1 and its addenda (e.g. 1a, 1b, 1c) are collectively referred to herein as "Exhibit 1".) Unless otherwise specified on Exhibit 1, the County will lead the Restoration Project and shall be responsible for soliciting bids and awarding contracts for the Restoration Project. To the extent a Restoration Project includes stormwater management or other work relating to or affecting City infrastructure, the County will not begin such work until engineering plans for that portion of the Restoration Project (if any) have been approved by the City Engineer.

3.2 County Financial Contribution Maximum. Unless otherwise specified in an Exhibit, the County's financial obligation for the costs of the Restoration Project shall not exceed 85% of the total Project costs (the "County Maximum Contribution"). In addition to the City funding obligation identified on Section 4.1, the City shall be responsible for all Restoration

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Project costs exceeding the County Maximum Contribution, subject to the City's approval of such costs as provided for in this Agreement. The total Restoration Project costs shall be determined based on the County's solicitation method for the Restoration Project and any approved contract change orders or amendments during the Restoration Project.

3.3 Notice to City Prior to Award of Contract and Approval of Change Orders. If the County is leading the Restoration Project, the County will notify the City of the amount of the selected bid. The City shall thereafter notify the County as to whether the City approves the Restoration Project or whether it wishes to terminate the Restoration Project based on the amount of the bid. Such notice will be provided promptly to allow the County to award or reject the bid. If the City accepts the lowest responsive bid amount and approves proceeding with the Restoration Project, or does not respond within a reasonable time as requested by the County, the County shall award the contract and the Parties shall be responsible for paying the contractor as provided for in this Agreement and the applicable Exhibit for the Restoration Project. Following the contract award, the County will obtain the City's consent, which consent shall not be unreasonably withheld, prior to approving any requested change order or contract amendment that increases the City's share of the Restoration Project costs. The City acknowledges and agrees that the County may terminate or reduce the scope of the Restoration Project at any time if the City does not approve a change order or contract amendment and such change order or amendment would require the County to incur costs exceeding the County Maximum Contribution.

3.4 City Funding Obligation. Unless the City rejects a bid amount for a Restoration Project pursuant to Section 3.3 of this Agreement, the City shall reimburse the County for Restoration Project costs in excess of the County Maximum Contribution, unless a different City contribution amount is identified on the applicable Exhibit for the Restoration Project, which amount may be $0. The County will administer the contract for the Restoration Project and will make all required payments to the contractor. Following payments to the contractor, the County will submit an invoice to the City for reimbursement of the City's proportionate share of the contractor payments. The City shall reimburse the County for its share of the payments within 35 days of receipt of the invoice.

3.5 License for Restoration Project Activities. The City shall be responsible for designating appropriate locations within the Restoration Project area for access, staging activities, and any necessary equipment or materials storage relating to the Project. The City grants a license for the County and its employees, agents, and contractors to conduct the Projects within the areas shown on the applicable Restoration Project Exhibit and other City property and City right-of-way to the extent necessary to complete the Project pursuant to this Agreement. The License shall remain in effect for as long as necessary for the County to reasonably undertake and complete its obligations or designated activities as identified in this Agreement or on any Exhibit.

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3.6 Restoration Project Support. The City, or its agents or contractors, will provide support where needed in the field and working as the communication link as necessary, to the extent a Restoration Project may affect activities on City property. The City will also provide oversight and approval of engineering plans (if any) for Project activities that may affect City infrastructure.

3.7 Acknowledgment. When Restoration Project funding partners are identified on a Project Exhibit, the City shall appropriately acknowledge the assistance provided by the County and the designated funding partners, such as the State of Minnesota through the Outdoor Heritage Fund, in any promotional materials, signage, publications, notices, and presentations concerning the Project. Additional acknowledgements, such as posting signs acknowledging a funding partner, may be required if identified as part of the Restoration Project Exhibit. The County will provide any required signage, language, graphics, etc. to the City.

3.8 City Responsibility for Maintenance of Native Vegetation. Following completion of a Restoration Project, the Parties will be responsible for the annual maintenance to retain the integrity of the native plantings within the Project area as identified on the Restoration Project Exhibit. If no maintenance obligations are identified on an applicable Exhibit, the City shall be responsible for ongoing maintenance of areas that are not located within a County easement so long as the City continues to own the Restoration Project property. Unless otherwise identified on an Exhibit, such maintenance shall maintain the integrity of the native plantings, but will be performed according to a maintenance schedule to be determined by the City. Specific maintenance responsibilities may be identified on the applicable Project Exhibit. The City will permit the County to inspect the Project area annually (if requested) at a time convenient for the Parties and shall consult with the County as necessary to ensure that the native restoration is maintained consistent with the Project NRMP.

ARTICLE 4
ECOLOGICAL SERVICES COLLABORATION

The Dakota County Parks Director may allocate staff hours to provide technical assistance for natural resources-related projects or programs to the City, such as grant writing, planning assistance, plant and species identification, and similar technical services ("the Ecological Services" or "Services"). The allocation of County resources for such Services will be in the County's sole discretion and depend on the Dakota County Parks Director's determination that the allocation of staff time is consistent with County interests and related to the County's LCP, and resources are available. Nothing in this Agreement shall be construed as a guarantee that the City will receive Ecological Services from the County.

ARTICLE 5
PROJECT IDENTIFICATION

5.1 Initial Projects. The Parties have identified the following Projects to be

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completed pursuant to this Agreement, as identified on Exhibit 1:

(a) Mississippi River Greenway: Kaposia Park and Simon's Ravine Trailhead,
(b) Mississippi River Greenway: Kaposia Landing, and
(c) Mississippi River Greenway: Wildflower Levee Park.

5.2 Future Projects. The parties will confer periodically at their convenience to consider additional Restoration Projects or similar projects within the City. The City may also, at its convenience, submit requests for Projects and Ecological Services pursuant to the County's guidelines and criteria. Any additional Projects agreed to by the Parties shall be governed by and incorporated into this Agreement through a written amendment to the Agreement and the applicable Exhibit(s). Any such amendment shall be considered a material amendment under Section 6.3 of this Agreement.

ARTICLE 6
AMENDMENTS

6.1 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties.

6.2 Administrative Amendments. The Authorized Representatives may make non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. Any such modification or amendment shall not be effective until incorporated as a written amendment to this Agreement pursuant to section 6.1. Minor modifications of the Restoration Project areas and tasks identified on Exhibits 1 and 2 made for the convenience of the Parties shall be considered non-material amendments, provided that the Parties' Authorized Representatives determine that such modifications do not significantly impact the Party's approved budget for its obligations under this Agreement. Nothing in this Section 6.2 requires a Party to process an amendment administratively if, in the Party's sole discretion, the Party determines that a proposed amendment should be reviewed by its governing body.

6.3 Material Amendments. Any material changes to this Agreement, including but not limited to the addition or removal of any Restoration Project identified in the Exhibits or the modification of a Restoration Project or Project obligations that, in the view of an individual Party, significantly impact that Party's budget for the Project, shall require authorization and approval by the Parties' respective governing bodies.

ARTICLE 7
LIABILTY

Each Party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by

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law and shall not be responsible for the acts of the other Party, its officers, agents, volunteers, or employees. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by either Party under this Agreement. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the Parties' acts or omissions. Each Party warrants that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this Article 7 shall survive the expiration or termination of this Agreement.

ARTICLE 8
AUTHORIZED REPRESENTATIVES AND LIAISONS

8.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the Parties for purposes of this Agreement. The Authorized Representative, or their successor, has authority to bind the Party they represent to the extent such authority has been granted by the Party's governing body. The Parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed.

All notice 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:	**To the City:**
Niki Geisler	Shannon Young
Parks Director	Director of Parks and Recreation

8.2 Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City within the applicable Project Exhibit. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

ARTICLE 9
TERMINATION

9.1 Termination without Cause. This Agreement may be terminated without cause, by either Party upon sixty (60) calendar days' written notice of intent to terminate. Such notice of termination shall not affect the Parties' obligation for payment of or reimbursement for costs incurred or obligated pursuant to this Agreement prior to the notification.

9.2 Termination for Cause. This Agreement may be terminated for cause

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following a material breach of the Agreement by a Party by providing thirty (30) days written notice of termination. Such notice of termination shall not be effective unless the non-breaching Party has provided the other Party with notice of material breach and a reasonable opportunity to cure. The actions giving rise to a material breach shall be limited to the failure by the Parties to undertake their respective obligations under Articles 3, 4, and 5.

9.3 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement or any individual Project shown in an Exhibit immediately in the event the terminating Party determines that sufficient funds from City, County, State, or Federal sources are not appropriated at a level sufficient to allow for the performance of this Agreement. Such notice of termination shall not affect the Parties' obligation for payment of or reimbursement for costs incurred pursuant to this Agreement prior to the notification.

ARTICLE 10
GENERAL PROVISIONS

10.1 Cooperation. The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner. The Parties further agree to cooperate in the administration of contracts and completion of the Project, including cooperating in resolving any disputes the Parties may have with the contractor(s) both during the Project and following completion of the Project. The City and County Authorized Representatives, or successors, will be responsible for resolving issues and conflicts. If the Authorized Representatives are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Manager and City Administrator. If the County Manager and City Administrator are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Board and City Council

.

10.2 Public Communications and Information. The City will be responsible for public education for safe use of City property and communicating information to the public and other key stakeholders regarding Project activities located on City property or otherwise affecting City infrastructure.

10.3 No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties or as constituting the County or the City as the employee of the other entity for any purpose or in any manner whatsoever.

10.4 Data Practices. The Parties agree that any information and data received from the other Party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act,

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Minnesota Statutes, Chapter 13.

10.5 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other Party's Authorized Representative. Mailed notice shall be deemed complete two (2) business days after the date of mailing.

10.6 Audit. To the extent applicable as to any disbursement of public funds between the Parties for services provided under this Agreement, the Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each Party shall allow the other Party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.

10.7 Minnesota Law Governs. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.

10.8 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature, and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.

10.9 Authority. The person or persons executing this Joint Powers Agreement on behalf of the City and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective Parties and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

10.10 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

10.11 Electronic Signatures. Each Party agrees the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

10.12 Delay in Performance. Neither City nor County shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local,

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state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or County under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

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

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

DAKOTA COUNTY

By: _____
Georg T. Fischer, Director
Physical Development Division

Date: _____

CITY OF SOUTH ST. PAUL

By: _____
James P. Francis, Mayor

Date: _____

By: _____
Deanna Werner, City Clerk

Date: _____

Dakota County Contract #
County Board Res. No.

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EXHIBIT 1
Projects

Exhibit 1A:	Mississippi River Greenway: Kaposia Park and Simon's Ravine Trailhead
Exhibit 1B:	Mississippi River Greenway: Kaposia Landing
Exhibit 1C:	Mississippi River Greenway: Wildflower Levee Park

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EXHIBIT 1A

Project Title: Mississippi River Greenway: Kaposia Park and Simon's Ravine Trailhead

Conduct natural resources restoration at Kaposia Park and Simon's Ravine Trailhead following recommendations of 2025 Natural Resources Management Plan (NRMP).

I. Restoration Project Objectives

a. Reduce or eliminate non-native, invasive species such as Siberian elm, black locust, common buckthorn, Canada thistle, and common burdock.
b. Enhance habitat and stabilize slopes through seeding, planting, prescribed burning, and adaptive management.
c. Reconstruct native plant communities such as oak savanna, terrace forest, and mesic prairie.

II. Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

County Liaison:
Karen Solas
Natural Resource Specialist
Telephone: (952) 891-7829
Email: karen.solas@co.dakota.mn.us

City Liaison:
Shannon Young
Director of Parks and Recreation
Telephone: (651) 366-6203
Email: syoung@sspmn.org

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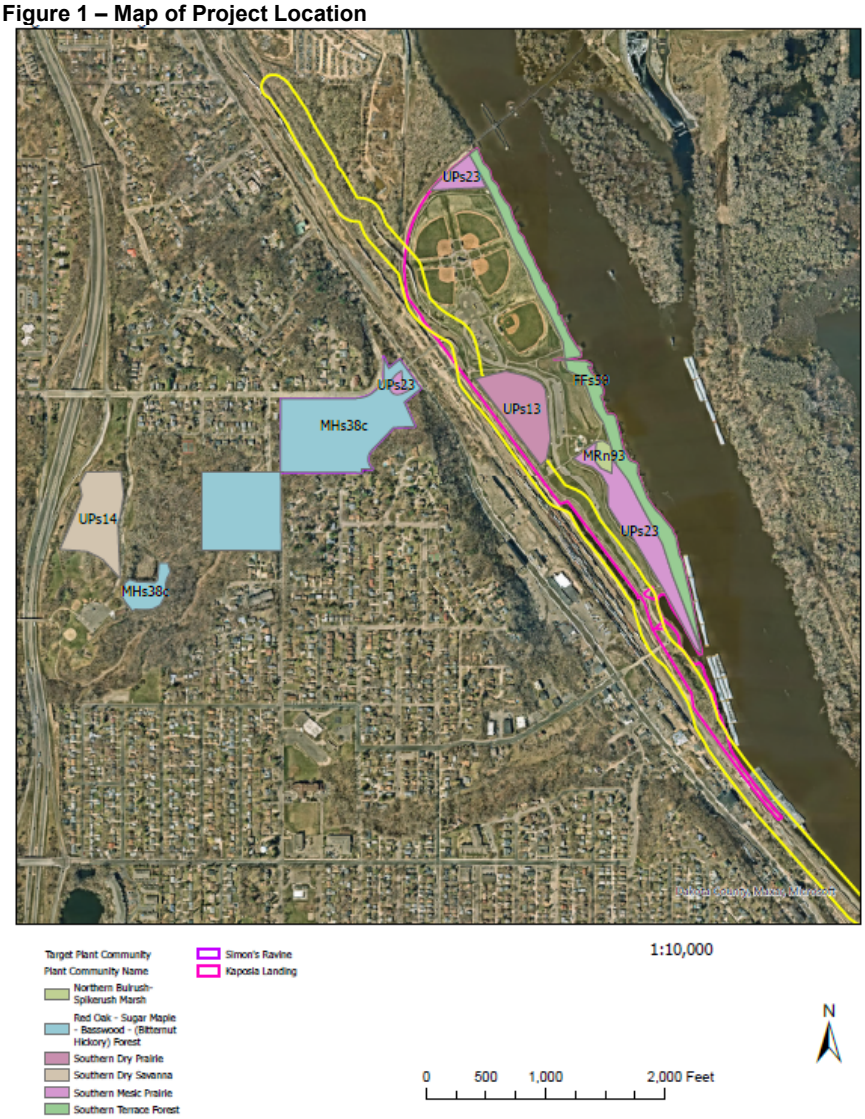
Figure 1 – Map of Project Location



III. Funding Details

a. Source: The estimated project costs will be funded by a combination of grants and cash match from the County. Projected costs are based on best estimates and will be solidified after solicitations are received.

b. County Funding Obligation: The County's financial obligation for the costs of the Project shall not exceed $75,000 (the "County Maximum Contribution"). The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.

c. City Obligation: The City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City's review of such costs as provided for in this Agreement.

d. Requirements associated with the grant funds. The City must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage, and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.

b. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the County will be responsible for maintenance and management needs to retain the integrity of the native plantings within the Project area for a period of 5 years. Maintenance will be performed according to a maintenance schedule to be determined by the County, in consultation with the City. The City will permit the County to inspect the Project area regularly (if requested) and to access the property for purposes of maintenance and management project tasks consistent with the Project NRMP.

Commented [BN1]: Adam/Brian: What happens after 5 years? As drafted, the County is no longer responsible for maintenance of the plantings, but the City is also not required to maintain this either.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Request for Proposals Released	Winter 2026
Contract Execution	Winter 2026
Contract End Date	September 30, 2032

VI. Work Plan

The following Project Task Table (Table 1) are a recommendation of Phase I activities prioritized by the NRMP due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-

material.

Table 1 – Kaposia Park - Oak Savanna Work Plan (9 acres)

Year	Season	Units	Activity	Acres
2026	Winter	Oak Savanna	Cut, treat, pile, burn buckthorn and honeysuckle	9
2026	Winter	Oak Savanna	Cut, treat, pile, burn secondary growth box elder and Siberian elm, assume 1/2 of site	4
2027	Fall	Oak Savanna	Woody invasive foliar follow-up	9
2027	Fall	Oak Savanna	Supplemental seeding	9
2026, 27,28	Spring	Oak Savanna	Prescribed burn	9

Table 3 – Simon's Ravine Trailhead - Oak Woodland & Trailhead Work Plan (17acres)

Year	Season	Units	Activity	Acres
2026	Winter	Oak woodland and forest	Cut, treat, pile, burn buckthorn and honeysuckle	8
2026	Winter	Oak woodland and forest	Cut, treat, pile, burn black locust and Siberian elm	1
2027	Fall	Oak woodland and forest	Woody invasive foliar follow-up	8
2027	Fall	Oak woodland and forest	Graminoid seeding	8
2026,27,28	Spring	Oak woodland and forest	Garlic mustard spot mowing	17
2026,27	Spring	Oak woodland and forest	Hedge parsley and crown vetch spot herbicide once annually for 2 years	1
2027	Fall	Oak woodland and forest	Earthworm resistant savanna species seeding	9
2029,30	Spring	Trailhead area	Enhancement planting	1

DRAFT

EXHIBIT 1B

Project Title: Mississippi River Greenway: Kaposia Landing

Conduct natural resources restoration at Simon's Ravine following recommendations of 2025 Natural Resources Management Plans (NRMP).

I. Restoration Project Objectives

a. Reduce or eliminate non-native, invasive species such as Siberian elm, black locust, common buckthorn, Canada thistle, and common burdock.
b. Enhance habitat through seeding, planting, prescribed burning, and adaptive management.
c. Reconstruct native plant communities such as mesic prairie, dry prairie, and terrace forest

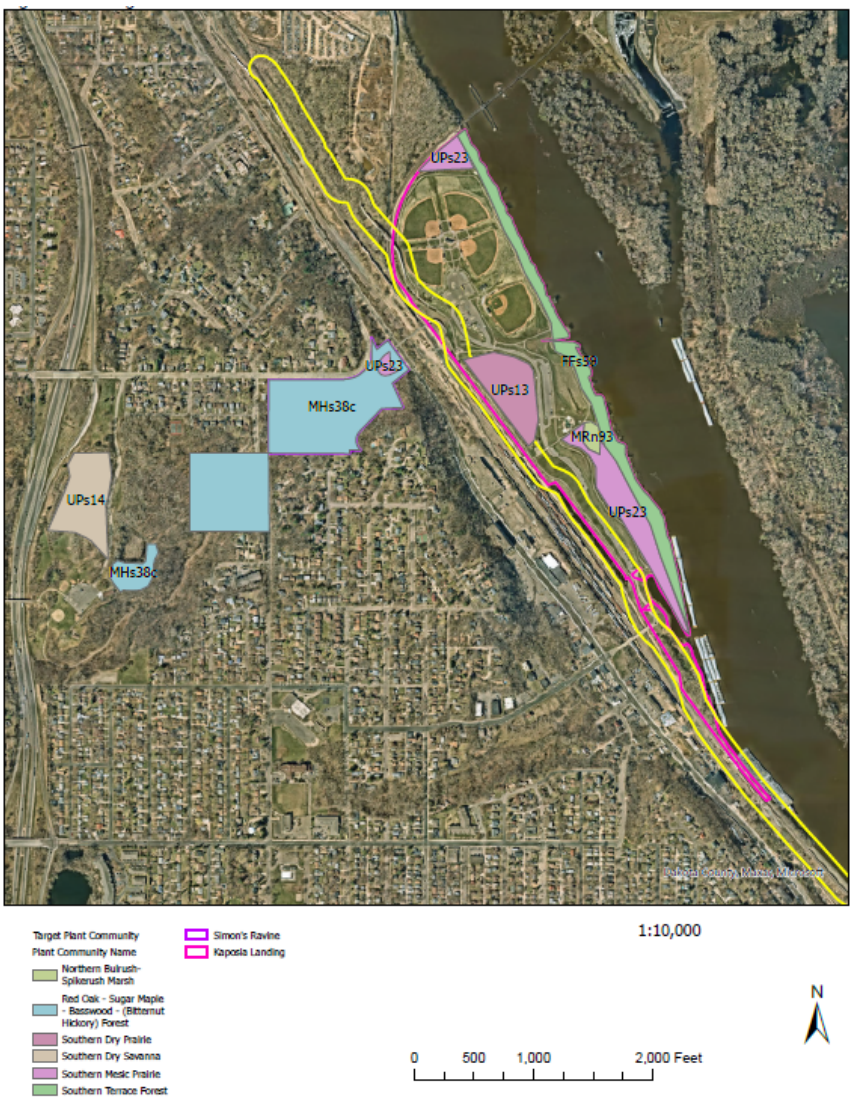
II. Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

County Liaison:
Karen Solas
Natural Resource Specialist
Telephone: (952) 891-7829
Email: karen.solas@co.dakota.mn.us

City Liaison:
Shannon Young
Director of Parks and Recreation
Telephone: (651) 366-6203
Email: syoung@sspmn.org

Figure 1 – Map of Project Location

DRAFT



III. Funding Details

a. Source: The estimated project costs will be funded by a combination of grants and cash match from the County. Projected costs are based on best estimates and will be solidified after solicitations are received.

b. County Funding Obligation: The County's financial obligation for the costs of the

Project shall not exceed $75,000 (the "County Maximum Contribution"). The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.

c. City Funding and In-Kind Obligation: The City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City's review of such costs as provided for in this Agreement.

d. Requirements associated with the grant funds: The City must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage, and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

a. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.

c. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the County will be responsible for maintenance and management needs to retain the integrity of the native plantings within the Project area for a period of 5 years. Maintenance will be performed according to a maintenance schedule to be determined by the County, in consultation with the City. The City will permit the County to inspect the Project area regularly (if requested) and to access the property for purposes of maintenance and management project tasks consistent with the Project NRMP.

Commented [BN2]: Adam/Brian: What happens after 5 years? As drafted, the County is no longer responsible for maintenance of the plantings, but the City is also not required to maintain this either.

b.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Request for Proposals Released	Winter 2026
Contract Execution	Winter 2026
Contract End Date	September 30, 2032

VI. Work Plan

The following Project Task Tables (Tables 1 and 2) are a recommendation of Phase I activities prioritized by the NRMPs due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Kaposia Landing Work Plan (5 ac)

Year	Season	Units	Activity	Acres
2026, 27, 28	Spring/Summer	Turf	Prep herbicide 2 times annually for 3 years	5
2030	Spring	Turf	Drill seed native upland mixes	5
2030,31	Spring/Summer	Turf	Establishment mowing once annually for 2 years	5

DRAFT

EXHIBIT 1C

Project Title: Mississippi River Greenway: Wildflower Levee Park

Conduct natural resources restoration at Simon's Ravine following recommendations of 2025 Natural Resources Management Plans (NRMP).

II. Restoration Project Objectives

a. Reduce or eliminate non-native, invasive species such as Siberian elm, black locust, common buckthorn, Canada thistle, and common burdock.
b. Enhance habitat through seeding, planting, prescribed burning, and adaptive management.
c. Reconstruct native plant communities such as mesic prairie, dry prairie, and terrace forest

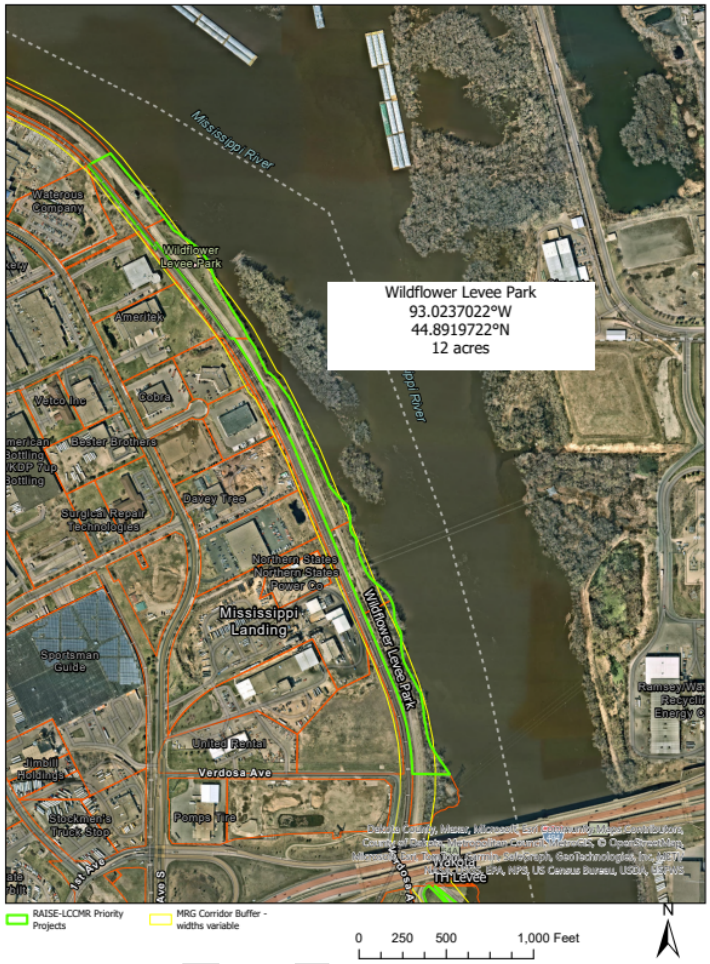
II. Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed.

County Liaison:
Karen Solas
Natural Resource Specialist
Telephone: (952) 891-7829
Email: karen.solas@co.dakota.mn.us

City Liaison:
Shannon Young
Director of Parks and Recreation
Telephone: (651) 366-6203
Email: syoung@sspmn.org

Figure 1 – Map of Project Location – Wildflower Levee Park

DRAFT



III. Funding Details

d. Source: The estimated project costs will be funded by a combination of grants and cash match from the County. Projected costs are based on best estimates and will be solidified after solicitations are received.

e. County Funding Obligation: The County's financial obligation for the costs of the Project shall not exceed $75,000 (the "County Maximum Contribution"). The total Project costs shall be determined based on the lowest responsive bid following solicitation for the Project and any approved contract change orders or amendments during the Project.

f. City Funding and In-Kind Obligation: The City shall be responsible for all Project costs exceeding the County Maximum Contribution, subject to the City's review of such costs as provided for in this Agreement.

e. Requirements associated with the grant funds: The City must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage, and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. The County will provide any required signage, language, graphics, etc. to the City.

IV. Other Obligations

b. Project Leadership: The County will lead the Project and shall be responsible for soliciting proposals and awarding contracts that may be required for the Project. The County will provide and be responsible for elements of Project delivery, management, and inspection of the work.

d. Responsibility for Maintenance of Native Vegetation: Following completion of the Project, the County will be responsible for maintenance and management needs to retain the integrity of the native plantings within the Project area for a period of 5 years. Maintenance will be performed according to a maintenance schedule to be determined by the County, in consultation with the City. The City will permit the County to inspect the Project area regularly (if requested) and to access the property for purposes of maintenance and management project tasks consistent with the Project NRMP.

Commented [BN3]: Adam/Brian: What happens after 5 years? As drafted, the County is no longer responsible for maintenance of the plantings, but the City is also not required to maintain this either.

V. Timeline

The following timeline is subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Request for Proposals Released	Winter 2026
Contract Execution	Winter 2026
Contract End Date	September 30, 2032

VI. Work Plan

The following Project Task Tables (Tables 1 and 2) are a recommendation of Phase I activities prioritized by the NRMPs due to their high impact and project feasibility. This work plan is projected based on preliminary estimated costs and current available funding. Work units and timeline of activities are subject to change based upon realized costs, environmental conditions, staff workloads, contractor availability, etc. Changes to the task table and timeline are non-material.

Table 1 – Wildflower Levee Park (12 acres)

Year	Season	Units	Activity	Acres
2026, 27, 28	Spring, Summer	Turf	Prep herbicide and prep mow once annually for 2 years	

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2029	Spring	Turf	Drill seed native upland mixes	
2029, 2030	Spring, Summer	Turf	Establishment mowing once annually	
2026	Winter	Wooded perimeter	Cut, treat, chip, haul significant Siberian elm	

DRAFT

EXHIBIT 2
Funding

Exhibit 2A: Mississippi River Greenway: Kaposia Park and Simon's Ravine Trailhead

Exhibit 2B: Mississippi River Greenway: Kaposia Landing

Exhibit 2C: Mississippi River Greenway: Wildflower Levee Park

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EXHIBIT 2A

Table 1 – Funding Sources for Mississippi River Greenway: Kaposia Park and Simon's Ravine Trailhead

Funding Source	Amount
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)	$144,155
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant (cash)	$13,125
NRMP estimated project value	**$157,280**
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	$75,000

DRAFT

EXHIBIT 2B

Table 1 – Funding Sources for Mississippi River Greenway: Kaposia Landing

Funding Source	Amount
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)	$25,140
NRMP estimated project value	**$25,140**
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	$75,000

DRAFT

EXHIBIT 2C

Table 1 – Funding Sources for Mississippi River Greenway: Wildflower Levee Park

Funding Source	Amount
Minnesota Environment and Natural Resources Trust Fund State Grant (cash)	$10,920
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant (cash)	$21,840
NRMP estimated project value	**$32,760**
Maximum County Match (cash contingency across all Mississippi River Greenway projects)	$75,000

DRAFT

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026-32

RESOLUTION TO APPROVE JOINT POWERS AGREEMENT BETWEEN CITY OF SOUTH ST PAUL AND DAKOTA COUNTY FOR NATURAL RESOURCES RESTORATION AND ENHANCEMENT PROJECTS

WHEREAS, the City of South St. Paul and Dakota County are governmental units authorized under Minnesota Statutes § 471.59 to jointly and cooperatively exercise powers common to both entities; and

WHEREAS, Dakota County has adopted a Land Conservation Plan that encourages collaboration with cities on natural resource planning, protection, and management; and

WHEREAS, the City of South St. Paul and Dakota County desire to enter into a Joint Powers Agreement to establish a master framework for cooperation on natural resource restoration, enhancement, and ecological services projects on City-owned property; and

WHEREAS, the Joint Powers Agreement allows for shared resources, coordinated planning, and cost efficiencies, and identifies initial projects within the Mississippi River Greenway, including Kaposia Park and Simon's Ravine Trailhead, Kaposia Landing, and Wildflower Levee Park; and

WHEREAS, approval of the Joint Powers Agreement does not obligate the City to specific project expenditures at this time, and future projects will be subject to City approval as required.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South St. Paul, Minnesota that: the Joint Powers Agreement between Dakota County and the City of South St. Paul for Natural Resource Restoration and Enhancement Projects is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Joint Powers Agreement on behalf of the City of South St. Paul.

1. That the Joint Powers Agreement between the City and Dakota County be adopted and approved.

2. The Mayor and the City Clerk are authorized to execute the Joint Powers Agreement on behalf of the City in the form hereby approved.

Adopted this 2nd of March 2026.

_____
City Clerk

CITY COUNCIL AGENDA REPORT

DATE: March 2, 2026
DEPARTMENT: Public Works
PREPARED BY: Howie Steenberg
AGENDA ITEM NUMBER: 9.H.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Purchase of 2026 GMC Terrain Elevation AWD from North Country GMC

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Motion to approve the purchase of a GMC Terrain from North Country GMC in the amount of $31,535.07.

OVERVIEW
The 2026 Capital Fund has $40,000 for the purchase of additional vehicle for the new in-house building inspector.

Staff recommends consideration of the purchase of a 2026 GMC Terrain from North Country GMC to be purchased off the State Of Minnesota Contract #260260.

SOURCE OF FUNDS
2026 Capital Programs Fund

ATTACHMENTS
1. GMC Terrain

MN CONTRACT # 260206 90 - 120 ARO	***NORTH COUNTYR GM*** **1502 E HOWARD ST** **HIBBING, MN 55746** **218-263-7576 fax** **800-894-7579**		ITEM #	***CONTACT PERSON*** **FLEET MGR** **BOB O'HARA** **218-349-8955**
			GRSU2	
BASE MODEL	**2026 GMC TERRAIN ELEVATION AWD**		TPB26	**$ 28,853.00**
option cost				
STD	**1.5L TURBO ENGINE**	**X**	LYX	**STD**
STD	**8 SPEED AUTO**	**X**	M3U	**STD**
88.00	**BLOCK HEATER**		K05	**-**
831.60	**Technology Package II includes (UVX) Traffic Sign Recognition, (UKK) Rear Pedestrian Alert, (UV2) HD Surround Vision, (DRZ) Rear Camera Mirror and (T3U) Front fog lamps, LED (REQ Elevation Premium Pkg GHI)**		CWN	**-**
incl W/GHI	**Convenience Package II includes (A2X) 8-way power driver seat adjuster, (AL9) 2-way power driver lumbar seat adjuster, (ASV) sensor, cabin humidity and windshield temperature, (CE1) RainSense wipers, front intermittent, (CJ2) dual-zone automatic climate control, (CMO) Heated Wiper Park, (K4C) wireless charging, (TCP) AutoSense liftgate, hands-free power programmable, (UG1) Universal Home remote, (V2P) Roof rails and (VK8) Sunglass storage, overhead.(Included and only available with (GHI) Elevation Premium Package.) (REQ GHI Elevation Premium Pkg)**		ZQ3	**-**

836.00	Convenience Package III ncludes (A7K) 8-way power passenger seat adjuster, (AT9) Seat adjuster, 2-way power front passenger lumbar, (KA6) heated rear outboard seats, (KU1) ventilated driver seat, (KU3) ventilated passenger seat, (A45) Memory Package, recalls 2 "presets" for power driver seat and outside mirrors.(Requires (GHI) Elevation Premium Package.)	ZL4	X	-
2,508.00	Elevation Premium Package Includes (ZQ3) Convenience package II, (H9F) After Dark CoreTec seating or (HFL) Gideon Gray CoreTec seating and (PJI) wheels, 19" Technical Gray machined-face aluminum wheels		GHI	-
286.00	Interior Protection Package includes (VAV) all-weather floor mats, LPO and (VLI) all-weather cargo mat, LPO (Not available with (WH6) horizontal cargo net, LPO or (PEF) Floor Liner Package, LPO.)		PDH	-
STD	REMOTE START	X		STD
STD	DEEP TINTED GLASS	X	AK0	STD
308.00	LPO, Floor Liner Package Includes (RIA) All-weather floor liners, front, LPO, (RIS) second row All-weather mat, LPO and (VLI) All-weather cargo mat, LPO(Not available with (PDH) Interior Protection Package, LPO or (VAV) All-weather floor mats, LPO.)	X	PDK	$308.00
233.20	LPO, All-weather floor liners, front only (Included with (PDK) Floor Liner Package, LPO. Includes (RIS) Second row All-weather mat, LPO. Not available with (PDH) Interior Protection Package, LPO or (VAV) All-weather floor mats, LPO.)		RIA	-
	DEALER OPTIONS	QTY		-
288.00	EXTRA KEYS/FOB	0	DLR1	$0.00
				-
435.60	EBONY TWILIGHT MET		GB8	-
435.60	RIVERSTONE METTALIC		GFR	-
567.60	VOLCANIC RED TINTCOAT		GNT	-
435.60	RAPIDS METALLIC		GAL	-
435.60	STERLING METALLIC		GXD	-
435.60	DOWNPOUR METALLIC		GXP	-
N/C	WHITE	X	GAZ	N/C

N/C	Heated Premium Cloth Black	EKV		INCL
N/C	Heater Premium Cloth Gray/Black	H90		
				$ 29,161.00
0.06875	MN STATE SALES TAX @6.875%	X		$2,004.82
349.25	TAX EXCEMPT PLATES TITLE & TRANS	X		$349.25
20.00	TRANSIT TAX	X		$20.00
				$ -
				$ 31,535.07

contact name	Howard Steenberg
customer	City Of South St Paul
address	400 Richmond St E.
city, ST zip	South St. Paul, Mn 55075
phone #	651-554-3253
email address	hsteenberg@southstpaul.org

PO # _____

FACTORY ORDER NUMBER _____

CITY COUNCIL AGENDA REPORT

DATE: March 2, 2026
DEPARTMENT: City Administrator
PREPARED BY: Ryan Garcia, Kori Land
AGENDA ITEM NUMBER: 11.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Vacation of Unbuilt Alley in Block 18 of Spring Park Addition (316 Malden Street)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME

- Hold a Public Hearing to consider the vacation of public right of way encompassing a 16' wide unbuilt alley running north-south within Block 18 of Spring Park Addition.
- Motion to approve and adopt Resolution 2026 - 31.

OVERVIEW
From the late 1990s through 2023, the City (in some cases through its HRA/EDA) acquired all of the property located within Block 18 of the Spring Park Addition Plat. This block is situated at the northeast corner of Concord Street South and Richmond Street East, with Malden Street and Schumacher Road making up the north and east boundaries of the block, respectively.

In December 2025, the EDA approved a purchase agreement with Leonard Investments (the real estate holding company affiliated with Fury Motors) that would result in the sale of the western 1/4 of this block to Leonard Investments for Fury Motors continued use of the site for employee parking. In February 2026, the City began negotiations with Endeavor Development that is anticipated to result in a purchase and development agreement being considered for the sale of the eastern 3/4 of the block to Endeavor for the redevelopment of the site to accommodate the construction of a 60,000+ square foot business center. With these transactions anticipated to close sometime in mid- to late- 2026, Staff has identified the opportunity to vacate the public alley which runs between these two properties but is not improved and serves no practical purpose. The vacation of the alley will be the first step in creating a slightly larger development parcel for the Endeavor project; ultimately all of the vacated right-of-way will be conveyed to the east. Additional Council and EDA actions will be presented for consideration at future public meetings to meet this objective.

SOURCE OF FUNDS
Recording costs will be less than $100, sourced from the Development Fund.

ATTACHMENTS

1. Resolution 2026-31
2. Survey Depiction of Alley proposed for Vacation (Blue Highlighted Area)

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026 - 31

**A RESOLUTION VACATING AN ALLEY
LOCATED WITHIN THE CITY OF SOUTH ST. PAUL, MINNESOTA**

WHEREAS, pursuant to Minn. Stat. § 412.851, on its own motion, with a vote of four-fifths of its members, the City Council may vacate any street, alley, public grounds, public way or any part thereof within the City by Resolution; and

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

WHEREAS, a notice of a public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at the City of South St. Paul, 125 3rd Avenue North, South St. Paul, Minnesota; and

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

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

NOW, THEREFORE BE IT RESOLVED:

1. That the City of South St. Paul, pursuant to Minn. Stat. § 412.851, hereby vacates the public alley situated in the City of South St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A.

2. That said vacation has no relationship to the City's Comprehensive Plan and therefore the South St. Paul City Council has dispensed with the requirements of Minn. Stat. § 462.356, Subd. 2, that may require the South St. Paul Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.

3. That the City Clerk shall prepare a notice to be presented to the Dakota County Auditor reflecting the completion of the proceedings herein.

Adopted this 2nd day of March, 2026.

_____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PORTION OF ALLEY TO BE VACATED

That alley located between Malden Street and Richmond Street East that lies between Lots 6-25, Block 18 on the west and Lots 26-35, Block 18 and Lot 5, Block 11 on the east, all within Spring Park Addition.

HORIZONTAL DATUM: NAD-83 (1986)
DAKOTA COUNTY

BENCH MARK

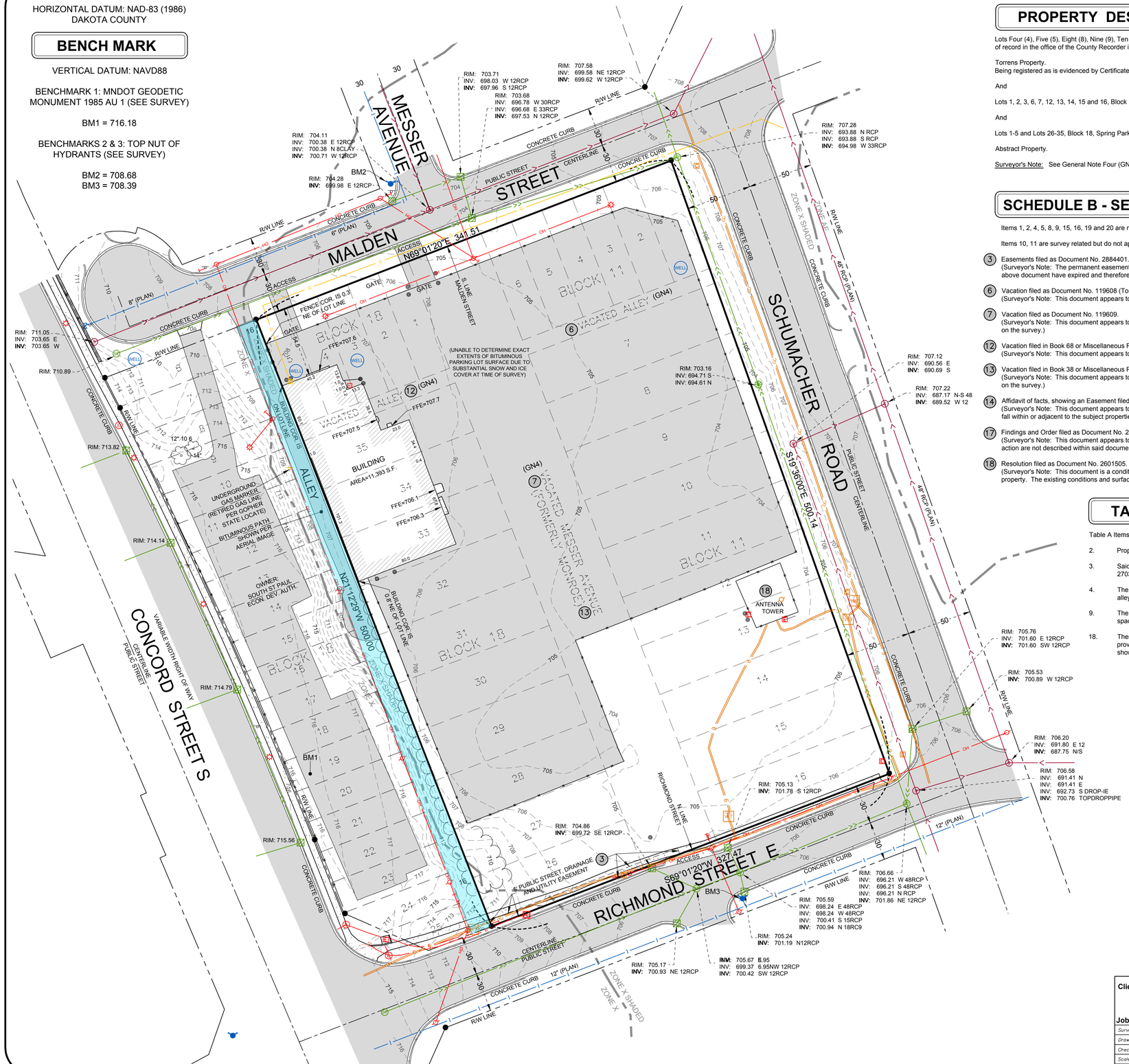
VERTICAL DATUM: NAVD88

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

BM1 = 716.18

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

BM2 = 708.68
BM3 = 708.39



PROPERTY DESCRIPTION

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

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

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

And

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

And

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

Abstract Property.

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

SCHEDULE B - SECTION 2 EXCEPTIONS

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

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

(3) Easements filed as Document No. 2884401.
(Surveyor's Note: The permanent easement appears to fall within the subject properties boundary and is shown. The temporary easements as described in the above document have expired and therefore are not shown on the survey.)

(6) Vacation filed as Document No. 119608 (Torrens) and Book 38 of Miscellaneous Records at page 143 (Abstract) (Alley in Block 11)
(Surveyor's Note: This document appears to vacate the alley in Block 11. Said vacated alley is shown on the survey.)

(7) Vacation filed as Document No. 119609.
(Surveyor's Note: This document appears to vacate the area of Messer Avenue that falls within the subject properties boundary. Said vacated avenue is shown on the survey.)

(12) Vacation filed in Book 68 or Miscellaneous Records at page 474 (Abstract).
(Surveyor's Note: This document appears to vacate the alley in Block 18. Said vacated alley is shown on the survey.)

(13) Vacation filed in Book 38 or Miscellaneous Records at page 321 (Abstract).
(Surveyor's Note: This document appears to vacate the area of Messer Avenue that falls within the subject properties boundary. Said vacated avenue is shown on the survey.)

(14) Affidavit of facts, showing an Easement filed as Document No. 2371696.
(Surveyor's Note: This document appears to describe a lease agreement concerning the subject property. No easement described in said document appears to fall within or adjacent to the subject properties boundary, and therefore, nothing is shown on the survey.)

(17) Findings and Order filed as Document No. 2488562.
(Surveyor's Note: This document appears to condemn certain properties and transfer title to Dakota County. The specific areas included in this condemnation action are not described within said document, and therefore, nothing is shown on the survey.)

(18) Resolution filed as Document No. 2601505.
(Surveyor's Note: This document is a conditional use permit allowing the installation of antennas and ground equipment over Lots 12-16, Block 11 of the subject property. The existing conditions and surface features are shown on the survey.)

TABLE A ITEMS

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

2. Property address: 316 Malden Street, South St. Paul, MN 55075

3. Said described property is located within "Zone X" and "Zone X Shaded", as determined by the FEMA Flood Insurance Rate Map 27037C0107E with an effective date of December 2, 2011. (Any locations shown are subject to map scale uncertainty.)

4. The area of the property described above is 167,245 square feet (3.84 acres), as surveyed. Said area includes the vacated street and alleys as shown on the survey.

9. The total number of visible striped parking spaces as presently marked on the subject property is 0 regular spaces and 0 handicap spaces.

18. There does not appear to be any offsite easements or servitudes benefitting the surveyed property according to the Record Documents provided to the surveyor. All easements within the above commitment that fall within or adjacent to the subject properties boundary are shown.

GENERAL NOTES

(GN1) Location, sizes and types of underground utilities shown are a combination of observed evidence and plan information, together with field markings by those utility locators that responded to Gopher State One Call Ticket No. 230170069. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. WSB & Associates makes no guarantee that the utilities shown comprise all of the utilities in the area. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.

(GN2) The plat of SPRING PARK was recorded on February 8th, 1887.

(GN3) Easements shown are as identified in First American Title Insurance Company Commitment No. 22-060235-XC, Revision No. 1 (dated November 28, 2022) with a commitment date of November 16, 2022. No other search of the public records for easements or encumbrances was made by the undersigned.

(GN4) The above descriptions per the referenced commitment do not appear to include the vacated alleys or vacated Messer Avenue. The Surveyor has found specific descriptions contained within the Schedule B-Section 2 Exception documents that contain language including said vacated alley and street areas. These areas have been included within the overall boundary shown on the survey in order to graphically represent a single contiguous boundary, and do not imply ownership or rights of any kind.

(GN5) Due to snow and ice conditions, certain existing ground features may not have been visible at the time of field survey. WSB has tried to supplement any potential missing data with as-built and plan data. WSB is not responsible for any missing features or structures due to said weather and site conditions.

SURVEYOR'S CERTIFICATION

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

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

Dated this _____ day of _____, 2023.

_____
Jeffrey J. Rolfson, PS, Minnesota License No. 49003

N

0 40' 80'
SCALE IN FEET

LEGEND

- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- HYDRANT
- GATE VALVE
- LIGHT POLE
- UTILITY POLE
- GUY WIRE
- SIGN
- ELECTRIC MANHOLE / PEDESTAL
- COMMUNICATION VAULT / PEDESTAL
- GAS METER
- BOLLARD
- SANITARY LINE
- STORM LINE
- WATERMAIN LINE
- UNDERGROUND COMMUNICATION
- UNDERGROUND GAS
- UNDERGROUND POWER
- OVERHEAD POWER
- FENCE
- BITUMINOUS
- CONCRETE
- TREE
- FOUND IRON SURVEY MONUMENT

Client: CITY OF SOUTH ST. PAUL	wsb 3701 40th Avenue NW Rochester, MN 55901 507-218-3745 www.wsbeng.com
Job No. 021937	
Surveyed By: JJR	
Drawn By: JS, AS	
Checked By: JJR	
Scale: 1" = 40' CAD No. 021937 V-ALTA	
Date: 02/15/2023	

ALTA/NSPS LAND TITLE SURVEY

PART OF BLOCKS 11 & 18
SPRING PARK

DAKOTA COUNTY, MINNESOTA

CITY COUNCIL AGENDA REPORT

DATE: March 2, 2026
DEPARTMENT: Administration
PREPARED BY: Sandy Haima
AGENDA ITEM NUMBER: 12.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Board and Commission Appointments

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Current board/commission openings are as follows:

Airport Advisory Commission

- 1 opening for a 3-year term for a member of the Airport Tenants Association
- 1 opening for a 3-year term for an Airport User: Hangar Owner

Applicant Status:

- Incumbents — Joel Ludwigson: Airport Tenants Association, Airport User - Hangar Owner, and Airport Non-Profit Organization. Mike Schoen: Airport Tenant's Association, Airport User - Hangar Owner, Airport User - Aircraft Owner and Hangar Renter
- New Applicants – David McCarthy-Kreis: SSP Resident, Erik Sneed: Hangar Owner, Daniel Zellmer: SSP Resident

Staff would note that the Airport Tenant's Association appears to be a currently non-functioning entity, so it may make sense in the future for Council to consider revisiting the makeup of the Commission (established by Ordinance). Nonetheless, Staff notes that Joel Ludwigson is also a member of the Airport Tenant's Association, so if the Council's desire is to appoint Eric Sneed (Hangar Owner), Mr. Ludwigson's appointment could technically be as a representative of the Airport Tenant's Association, replacing Mr. Schoen, and Mr. Sneed could be appointed as Hangar Owner, replacing Mr. Ludwigson. Currently, the appointment for SSP Resident is not up for consideration.

CHARTER COMMISSION

- 2 openings for a 4-year term

Applicant Status:

- New Applicants – Shireen Bhatia, Haley Kobes, David McCarthy-Kreis, Alex Wegehaupt, Daniel Zellmer

Note: Resolution 2026 - 34 is included in the packet to memorialize all appointments to the Charter Commission. This resolution, which will be modified to include the two new appointees designated by Council at this evening's meeting, is required to be submitted to the District Court in accordance with State Statute.

Lower Mississippi Water Management Organization (LMWMO)

- 2 openings – 1 main representative and 1 alternate

Applicant Status:

- Incumbent- Daniel Anderson
- New Applicants – Shane Bredy, Theodore Ehly, Daniel Zellmer

Northern Dakota County Cable Commission (NDC4)

- 1 opening for a 2-year term

Applicant Status:

- Incumbent –
- New Applicant – Matthew Fuller, Zachary Nelson, Daniel Zellmer

Park & Recreation Advisory

- 2 openings for a 3-year term

Applicant Status:

- Incumbents- Rich Dippel, Sadie Patet
- New Applicants- Nicole Berkeland, Shireen Bhatia, Terrence Bogie, Christine Estee, Haley Kobes, David McCarthy-Kreis, Andy Nagel, Zachary Nelson, Alex Wegehaupt, Daniel Zellmer

Planning Commission

- 1 opening for a 4-year term

Applicant Status:

- Incumbents-
- New Applicants – Shireen Bhatia, David McCarthy-Kreis, Zachary Nelson, David Priebe, Priscilla Priebe, Alex Wegehaupt, Daniel Zellmer

Police & Fire Civil Service

- 1 opening for a 3-year term

Applicant Status:

- Incumbent – Jim Woodburn
- New applicants – Haley Kobes, David McCarthy-Kreis, Zachary Nelson, Alex Wegehaupt, Daniel Zellmer

OVERVIEW

The Mayor and/or City Council appoint individuals to represent the City on various Advisory Boards and/or Commissions each year. A Meet & Greet was held on February 23, 2026, prior to the start of the scheduled Worksession Meeting.

SOURCE OF FUNDS

N/A

ATTACHMENTS

1. Resolution 2026-34

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2026 – 34

A RESOLUTION RECOMMENDING APPOINTMENTS TO THE SOUTH ST. PAUL CHARTER COMMISSION

WHEREAS, Section 9.08 of the South St. Paul City Charter provides that the Charter Commission shall be comprised of nine (9) residents appointed for four (4) year terms in accordance with state law; and

WHEREAS, Minnesota Statutes Section 410.05, subd. 2 requires the Chief Judge of the Dakota County District Court to appoint members of the South St. Paul Charter Commission; and

WHEREAS, Minnesota Statutes Section 410.05, subd. 3 authorizes the City Council to submit names of eligible nominees to the Chief Judge of the Dakota County District Court for consideration in making the appointments to the Charter Commission.

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

1. That the following residents are recommended for appointment to the South St. Paul Charter Commission with the following terms:

    - Beth Ann Baumann: Term March 2, 2026 – March 4, 2030
    - Dan Niederkorn: Term March 2, 2026 – March 4, 2030
    - Lori Hansen: Term March 2, 2026 – March 4, 2030
    - John Ross: Term March 4, 2024 – March 6, 2028
    - Jill Best: Term March 4, 2024 – March 6, 2028
    - Cindy Bonawitz: Term March 4, 2024 – March 6, 2028
    - Kelly Marlow: Term March 4, 2024 – March 6, 2028
    - _____: Term March 2, 2026 – March 4, 2030
    - _____: Term March 2, 2026 – March 4, 2030

2. The City Attorney is authorized and directed on behalf of the City to make application to the Chief Judge of the District Court to appoint the residents to the Charter Commission and transmit this Resolution to the Chief Judge.

Adopted this 2nd day of March, 2026.

_____
Deanna Werner, City Clerk

CITY COUNCIL AGENDA REPORT

DATE: March 2, 2026
DEPARTMENT: Council and Board
PREPARED BY: Ryan Garcia
AGENDA ITEM NUMBER: 12.B.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Second Reading - Ordinance Amending Chapter 2, Section 2-22 City Council Salaries

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Introduce for its first reading an Ordinance Amending Chapter 2, Sec. 2-22 regarding City Council Salaries

OVERVIEW
At City Council worksessions in December 2025 and January 2026, Council discussed Mayor and Councilmember salaries, which have not been changed in South St. Paul since 2017. Currently, the Mayor receives annual compensation of $12,300 ($1,025/month) and each Council Member receives annual compensation of $8,700 ($725/month). In 2017, those changes represented a 20.5% increase and a 31.8% increase to Mayor and Council Member salaries, respectively.

At the December worksession, Council requested that Staff gather additional comparable data and return for further discussion on the topic in January. For reference, the information for Dakota County communities, as well as for a sampling of other Metro area communities, is included below:

Municipality	Mayor	Council
Apple Valley*	$16,632	$11,904
Burnsville*	$24,000	$18,000
Inver Grove Heights	$11,400	$8,200
Farmington	$8,040	$7,020
West St. Paul	$14,500	$12,500
Northfield	$13,736	$10,302
Rosemount	$10,400	$7,900
Lakeville	$15,000	$10,000
Hastings	$10,200	$7,700
Eagan*	$13,624	$10,005
**indicates city also provides health insurance*		

Average	$13,753	$10,353
Median	$13,680	$10,003
South St. Paul	*$12,300*	*$8,700*
Anoka	$11,340	$9,342
Crystal	$12,180	$9,360
Golden Valley	$14,916	$11,160
Hopkins	$15,000	$12,504
New Brighton	$8,640	$7,020
New Hope	$15,600	$11,400
Robbinsdale	$11,940	$9,540
Average	$13,362	$10,227
Median	$13,493	$10,003

As these data indicate, compensation for South St. Paul's Mayor is 7% - 9% below-average, while compensation for South St. Paul Council members' are about 15% below average.

Minnesota Statutes Section §415.11 state that "the governing body of any... charter city... may by ordinance fix their own salaries as members of such governing body, and the salary of the chief elected executive officer... in such amount as they deem reasonable". The Statute goes on to state that "no change in salary shall take effect until after the next succeeding municipal election". Staff is presenting an ordinance amendment for second reading adoption. The ordinance amendment would increase annual salary to $14,400 for the Mayor (a 17.0% increase) and $10,500 for each Council Member (a 20.7% increase).

SOURCE OF FUNDS

A motion to approve or deny an ordinance Amending chapter 2-22 of City Code, Council Salaries.

ATTACHMENTS

1. DRAFT Ordinance-Mayor & Council Salary

City of South St. Paul
Dakota County, Minnesota

Ordinance No. _____

AN ORDINANCE AMENDING CHAPTER 2 REGARDING CITY COUNCIL SALARIES

The City Council of the City of South St. Paul does ordain:

SECTION 1. AMENDMENT. South St. Paul City Code Chapter 2 is hereby amended as follows:

Chapter 2 – ADMINISTRATION

ARTICLE II – CITY COUNCIL

Sec. 2-22 – Salaries

a) *Mayor*. The salary of the mayor is ~~$1,025.00~~ $1,200.00 per month.
b) *Council*. The salary of each councilmember is ~~$725.00~~ $875.00 per month.

SECTION 2. EFFECTIVE DATE. This ordinance shall become effective following its enactment and publication according to law.

Approved: _____

Published: _____

CITY COUNCIL AGENDA REPORT

DATE: March 2, 2026
DEPARTMENT: City Administrator
PREPARED BY: Ryan Garcia, Kori Land
AGENDA ITEM NUMBER: 12.C.

MEETING TYPE
Regular Meeting

AGENDA ITEM
First Reading - Ordinance Repealing Ordinance No. 155 (Designating Certain Property as a Library)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Introduce for its first reading an Ordinance repealing Ordinance No. 155, related to designating certain property as a public library.

OVERVIEW
The City of South St. Paul operated a public library at 106 Third Avenue North from 1926 until 2023. Via Ordinance Number 155, the real property currently addressed at 106 Third Avenue North was officially designated and set aside for the use of the Library Commission as a Public Library. The South St. Paul Library Board was officially dissolved by their action at the November 13, 2023 Library Board Meeitng and by Resolution 2023 - 200 the City Council dissolved the Library Board and library services in South St. Paul were transitioned to Dakota County.

With the establishment, realized success and long-term viability of the Kaposia Library to meet the community's public library needs, in 2024 - 2025 the City undertook a comprehensive assessment of the potential future reuse of the former library at 106 Third Avenue North. As Council is aware, since that time a prospective redeveloper has engaged the City in purchase and development discussions and we anticipate formal agreements to this end will be introduced for consideration within the next 60 - 90 days. In recognition of the fact that 106 Third Avenue North will no longer be dedicated as a property for public library purposes, the City Council should repeal Ordinance No. 155.

SOURCE OF FUNDS
N/A

ATTACHMENTS
1. Ordinance Repealing No. 155 (Library Property)
2. Ordinance 155

City of South St. Paul
Dakota County, Minnesota

Ordinance No. _____

AN ORDINANCE REPEALING ORDINANCE NO. 155
REGARDING DESIGNATING CERTAIN PROPERTY AS A PUBLIC LIBRARY

WHEREAS, the City of South St. Paul passed Ordinance No. 155 in 1926 designating the property located at 106 3rd Ave. West ("the Property") to be used as a public library;

WHEREAS, the City operated a public library at the Property until 2023 when it closed to coincide with the opening of Dakota County's Kaposia Library, which is located within South St. Paul; and

WHEREAS, the City does not intend to use the Property as a public library and desires to redevelop the Property with a new use therefore, Ordinance No. 155 must be repealed.

The City Council of the City of South St. Paul does ordain:

SECTION 1. REPEAL. South St. Paul Ordinance No. 155 "An Ordinance designating certain property of the City as a Public Library site" adopted on December 20, 1926 is hereby repealed.

SECTION 2. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

_____
Deanna Werner, City Clerk

An Ordinance changing the name of Second Street South to Southview Boulevard.

The City Council of the City of South St. Paul, do ordain:

SECTION 1.

That the name of Second Street South in the City of South St. Paul be and it hereby is changed to Southview Boulevard.

SECTION 2.

This ordinance shall take effect and be in force from and after its passage and publication.

Passed April 5, 1926, approved April 6, 1926, published April 28, 1926.

ORDINANCE NO. 155.

An Ordinance designating certain property of the City as a Public Library site.

The City Council of the City of South St. Paul, do ordain:

SECTION 1.

That Lots Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), Block Seven (7), Stockyards Re-arrangement of Blocks one (1) to twelve (12) inclusive, South St. Paul be and hereby is designated as a site for a Public Library and the same is hereby set aside for the use of the Library Commission for Library Purposes.

SECTION 2.

This ordinance shall take effect and be in force from and after its passage, approval and publication.

Passed Dec. 20, 1926, approved Dec. 21, 1926, published Dec. 30, 1926.