



## CITY COUNCIL MEETING

### **Municipal Center Council Chambers**

1616 Humboldt Ave, West St. Paul, MN 55118

Monday, March 9, 2026

6:30 PM

1. **Call to Order**

2. **Roll Call**

One or more members of the City Council may be joining remotely.

3. **Pledge of Allegiance**

4. **Adopt the Agenda**

5. **OCWS Briefing**

6. **Community Comments - In Person**

Individuals may address the City Council about any item of city business not included on the regular agenda. Speakers are requested to come to the podium and state their name and address for the Clerk's record. Generally, the City Council will not take official action on items discussed at this time but may, typically, refer the matter to Staff for a future report or direct that the matter be scheduled on an upcoming agenda.

7. **Community Comments - Phone Line**

Individuals may address the City Council about any item **of city business** not included on the regular agenda. Speakers are requested to state their name and address for the Clerk's record. Generally, the City Council will not take official action on items discussed at this time but may, typically, refer the matter to Staff for a future report or direct that the matter be scheduled on an upcoming agenda.

8. **Council Comments**

9. **Proclamations, Presentations and Recognitions**

10. **Consent Agenda**

*Items on the Consent Agenda are considered routine and are voted on in one motion by the Council. Any items that require further discussion or a separate vote may be removed from the consent agenda by a council member or a member of the community and placed on the regular agenda.*

A. City Business Licensing

Documents:

[CITY LICENSING 3-9-26.PDF](#)

B. City Rental Licensing

Documents:

[RENTAL LICENSING 3-9-26.PDF](#)

C. List of Claims for March 9, 2026

Documents:

[CITY COUNCIL ACTION ITEM - LIST OF CLAIMS 3.9.26.PDF](#)

D. Boards and Commissions Policy

Documents:

[CITY COUNCIL ACTION ITEM - BOARDS AND COMMISSIONS POLICY.PDF](#)  
[ATTACHMENT - BOARDS AND COMMISSIONS POLICY.PDF](#)

E. Award Bid for the Emerson East Mill & Overlay Project 26-3

Documents:

[COUNCIL ACTION ITEM - AWARD BID CP 26-3.PDF](#)

F. Joint Powers Agreement with Dakota County for Oakdale Avenue Pavement Management Project

Documents:

[CITY COUNCIL ACTION ITEM - JPA DAKOTA COUNTY OAKDALE PAVEMENT MANAGEMENT PROJECT.PDF](#)  
[ATTACHMENT - JPA DCA23558.PDF](#)

**11. Public Hearings**

**12. General Business**

A. Final Reading - Ordinance Amendment to City Code Section 72.02 Regarding Parking Over 48 Hours

Documents:

[CITY COUNCIL ACTION ITEM - FINAL READING ORD 72.02 48 HR PARKING.PDF](#)  
[ATTACHMENT - ORDINANCE SECTION 72.02.PDF](#)

B. Mayor and Councilmember Salaries

Documents:

[CITY COUNCIL ACTION ITEM - FIRST READING - CODE AMENDMENT - MAYOR AND CITY COUNCILMEMBER SALARIES 2027-28.PDF](#)  
[ORDINANCE AMENDMENT - SECTION 30.04 SALARIES.PDF](#)

C. City Charter Summary Publication

Documents:

CITY COUNCIL ACTION ITEM - CHARTER AMENDMENT SUMMARY.PDF  
CITY CHARTER AMENDMENT SUMMARY RESOLUTION - 3-9-26.PDF

**13. Adjourn**

*If you need an accommodation to participate in the meeting, please contact the ADA Coordinator at 651-552-4108 or email [ADA@wspmn.gov](mailto:ADA@wspmn.gov) at least 5 business days prior to the meeting.*

*Si usted desea que alguna parte del paquete de esta agenda sea traducida al Español, por favor solicítelo al [social@wspmn.gov](mailto:social@wspmn.gov).*

[www.wspmn.gov](http://www.wspmn.gov)      EOE/AA



**Subject: City Business Licenses-2026 New/Renewals**

<b>Meeting Date:</b> March 9, 2026	
<b>Submitted/Presented by/Department:</b> Bryan Byrd-Licensing	
<b>Action Type</b>	
<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Discussion/Direction
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Informational Only
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report
<input type="checkbox"/> Resolution	<input type="checkbox"/> Other:
<b>Action</b>	
Staff is requesting Council to approve the following licenses:	
<b>LIQUOR</b> Gebeta Restaurant	
<b>PRECIOUS METALS DEALER</b> National Rarities LLC	
<b>MASSAGE</b> Bao Yang (Lily Oriental Massage)	
Required background check and site inspections have been completed by the appropriate City departments, as applicable, and all license fees have been received.	
<b>Attachments</b>	
<b>Alternatives</b>	
Deny license applications.	
<b>Financial</b>	
Budgeted: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact
Fund: See box at right	Business- 101-30000-32199
Department:	Liquor- 101-30000-32199
Account:	
Amount: \$4,800 (Revenue)	



City Council Action Item

# Rental License Applications

<b>Meeting Date:</b> March 9, 2026	
<b>Submitted by:</b> Bryan Byrd/Licensing	
<b>Action Type</b>	
<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Discussion/Direction
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Informational Only
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report
<input type="checkbox"/> Resolution	<input type="checkbox"/> Other:
<b>Action</b>	
Staff recommends that the City Council approve rental license application(s) listed below.	
<b>Background</b>	
Rental License(s) - background required.	
According to the rental dwelling ordinance, the City requires a background investigation for each new rental property owner and/or applicant. In addition, the Police and Community Development departments review calls for service to the properties in an effort to identify problem properties.	
220 Butler Ave. W (Single family, Renewal)	
<b>Attachments</b>	
N/A	
<b>Previous Relevant Actions</b>	
N/A	
<b>Alternatives</b>	
N/A	
<b>Financial</b>	
Budgeted: <input type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact
Fund: 101	
Department: 41910	
Account: 171	
Amount: \$100 (Revenue)	

**Subject:** List of Claims

<b>Meeting Date:</b> March 9, 2026	
<b>Submitted/Presented by/Department:</b>	
<b>Action Type</b>	
<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Discussion/Direction
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Informational Only
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report
<input type="checkbox"/> Resolution	<input type="checkbox"/> Other: <i>Click or tap here to enter text.</i>
<b>Action</b>	
Approve claims as attached in the amount of \$1,873,227.88	
<b>Background</b>	
<b>Attachments</b>	
List of Claims	
<b>Previous Relevant Actions</b>	
<b>Alternatives</b>	
<b>Financial</b>	
Budgeted: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact
Fund: <i>Click or tap here to enter text.</i>	
Department: <i>Click or tap here to enter text.</i>	
Account: <i>Click or tap here to enter text.</i>	
Amount: <i>Click or tap here to enter text.</i>	

**CITY OF WEST ST PAUL**

Summary of List of Claims

Council Meeting of March 9, 2026

**PAYROLL CHECK REGISTER:**

Payroll Period	2/2/26 - 2/15/26	
Date Paid	2/20/2026	
Direct Deposit		\$273,362.32

Payroll Period	2/16/26 - 3/1/26	
Date Paid	3/6/2026	
Direct Deposit		\$269,763.97

**TOTAL NET PAYROLL**

**\$543,126.29**

**DISBURSEMENT CHECK REGISTER:**

Checks	145513 - 145578	\$755,294.62
EFTS	5737 - 5802	\$574,806.97

**TOTAL DISBURSEMENT CHECKS**

**\$1,330,101.59**

**TOTAL PAYROLL, DISBURSEMENTS, ACH AND WIRE TRANSFERS**

**\$1,873,227.88**

**Subject: Boards and Commissions Policy**

<b>Meeting Date:</b> March 9, 2026	
<b>Submitted/Presented by/Department:</b> Nate Burkett, City Manager	
<b>Action Type</b>	
<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Discussion/Direction
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Informational Only
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report
<input type="checkbox"/> Resolution	<input type="checkbox"/> Other:
<b>Action</b>	
Adopt the Boards and Commissions Policy as presented (with changes)	
<b>Background</b>	
<p>The Council first reviewed this policy on January 12, 2026, and directed staff to gather feedback from board and commission members. That feedback was generally positive. A few clarifying questions were raised and addressed by staff, but none resulted in changes to the draft. On February 9, 2026, the Council discussed the policy again and directed staff to incorporate two additions prior to bringing the policy back for adoption. Both additions are reflected in the current draft.</p>	
<p><b>SUMMARY OF THE POLICY</b></p> <p>The policy establishes a Citywide baseline for all appointed citizen members serving on boards, commissions, committees, and task forces. It works alongside body bylaws, ordinances, and applicable law. Each body may recommend bylaws to the Council for approval and may adopt additional procedural practices, provided they do not conflict with City policy, rules, or law.</p>	
<p>Key topics addressed in the policy:</p> <ul style="list-style-type: none"> <li>• Core expectation. Members serve the public interest and are expected to act with integrity, fairness, respect, and professionalism.</li> <li>• Roles and boundaries. Bodies are primarily advisory. Staff support the body and manage City operations. Members route questions and requests through the staff liaison and established processes.</li> <li>• Public statements and media. Members may speak as private residents but must clarify they do not represent the City or the body. Members may not speak on behalf of the City or the body unless authorized through the City communications process.</li> <li>• Conduct and professionalism. Respectful engagement, issue-focused discussion, orderly meetings, and responsible cell phone use while at the dais.</li> <li>• Open government and records. Members should avoid serial discussions outside of meetings and assume communications about City business may be public records, including on personal devices.</li> <li>• Ethics standards. Conflicts of interest, gifts, and use of position.</li> <li>• Attendance and reliability. Regular attendance is expected. Issues are addressed first through conversation, with escalation to the appointing authority if needed.</li> </ul>	

## Subject: Boards and Commissions Policy

- Public communications and social media. Members may share general information and encourage civic engagement but should not imply they represent the City or the body unless authorized.
- Concerns and accountability. Coaching first, with escalation to the appointing authority as needed, up to and including removal.
- Board and commission procedures. Each body may adopt bylaws and elect its own officers. No member may serve as Chair for more than two consecutive years unless no other willing and able member exists.
- Acknowledgement and training. Members will receive orientation and periodic refreshers on open meeting practices, records, and ethics, and must sign an acknowledgement upon appointment.

### CHANGES SINCE LAST REVIEW

Two sections were added following the February 9 discussion:

- Section H.5 - Cell Phone Use at the Dais. This section establishes expectations for cell phone use while members are seated at the dais. Use is limited to essential communication related to the ongoing meeting. Non-essential use, including personal calls, texting, browsing, and social media, should be avoided. Phones must be kept on silent or vibrate at all times.
- Section P - Board and Commission Procedures. This section addresses three items: each body may adopt bylaws, rules, and procedures provided they are consistent with this policy and ratified by the Council; each body is responsible for electing its own officers; and no member may serve as Chair for more than two consecutive years unless no other willing and able member exists. The two-year limit reflects staff's recommendation following Council discussion of a one- or two-year threshold.

### Attachments

Attachment - Boards and Commissions Policy

### Previous Relevant Actions

### Alternatives

### Financial

Budgeted:  Yes

No Financial Impact

Fund:

Department:

Account:

Amount:



# BOARDS, COMMISSIONS, AND COMMITTEES MEMBER CODE OF CONDUCT, ETHICS, AND EXPECTATIONS POLICY

**Adopted By:**  
City Council

**Revision History:**  
March 4, 2026 – Initial Adoption

## **A. PURPOSE**

This policy outlines basic expectations for citizen members serving on City boards, commissions, and committees. Its purpose is to protect public trust, support respectful and fair meetings, clarify member and staff roles, and reduce avoidable legal and reputational risk.

## **B. SCOPE**

This policy applies to all appointed citizen members, including alternates and ex officio non-staff members, serving on any City board, commission, committee, or task force. This policy sets baseline expectations and works alongside body bylaws, ordinances, and applicable law.

Each body may recommend bylaws to the City Council for approval, and may adopt rules of procedure or meeting practices to support its work, provided they are consistent with this policy. If a conflict exists, this policy and applicable City rules or law control.

## **C. CORE EXPECTATION**

Members serve the public interest. Members are expected to act with integrity, fairness, respect, and professionalism, and help create meetings where members can participate and the body can complete its work.

## **D. ROLES AND BOUNDARIES**

1. Primary advisory role
  - a. Boards and commissions are primarily advisory. Members provide input, advice, and recommendations within the scope of the body's purpose and authority. Although function is primarily advisory, boards and commissions which are standing boards and commissions of the City must comply with the open meeting law.
  - b. Members focus on community perspective and policy considerations, not day-to-day operations.
2. Planning Commission and Committee of Adjustments  
The Planning Commission and Committee of Adjustments sometimes act in roles with legal ramifications, including quasi-judicial matters. When acting in that capacity, additional expectations apply as set forth in this policy.

## **E. STAFF ROLE**

1. Staff support the body by preparing materials, providing professional analysis, and implementing direction from City leadership. Members of the Commission and Board do not oversee staff but rather work collaboratively with staff.
2. Staff manage City operations and the City Manager supervises employees.

## **F. HOW WE WORK TOGETHER**

1. Members should route questions and requests through the staff liaison or the established process for the body.
2. Members should avoid asking individual staff for work outside that process.

## **G. PUBLIC STATEMENTS AND MEDIA**

1. Members may speak as private residents, but should clarify that, in doing so, they do not represent the City or the body. When commenting on matters that are, or may be perceived to be under the purview of a Committee or Commission they are on, members must clearly state that they are speaking in their individual capacity.
2. Members do not make public statements on behalf of the City or the body unless authorized in advance through the City's communications process.

3. Media requests related to the body's work should be directed to the staff liaison or City communications.

## **H. CONDUCT AND PROFESSIONALISM**

Members are expected to:

1. Be respectful toward the public, fellow members, applicants, elected officials, and staff.
2. Focus on issues and standards, not personal attacks or assumptions about motives.
3. Follow meeting procedures and help keep meetings orderly so everyone has a fair chance to be heard.
4. Avoid disruptive behavior, harassment, intimidation, retaliation, or threats in any City-related setting, including meetings and communications.
5. Minimize use of cell phones when at the dais. Use of cell phones is limited to essential communication only, such as receiving urgent messages related to the ongoing proceedings or operational matters. Non-essential use, including personal calls, texting, browsing, or social media activity, should be avoided or, at a minimum, limited. Cell phones must be kept on silent or vibrate mode at all times while seated on the dais.

## **I. MEETINGS, OPEN GOVERNMENT, AND RECORDS**

1. City business should be discussed in properly noticed meetings.
2. Members should avoid serial discussions outside meetings, including "reply all" emails, group texts, and back-and-forth messaging about City business.
3. Members should assume notes, emails, and texts about City business may be public records, including when using a personal device.
4. Members should not share nonpublic information. When unsure, members should ask the staff liaison before sharing information or continuing a messaging thread.

## **J. ETHICS STANDARDS**

1. Conflicts of interest
  - a. Members should disclose potential conflicts as soon as they become aware.

- b. If a conflict exists, the member should step back from discussion and voting on that matter.
- c. When unsure, disclose and ask the staff liaison.

## 2. Gifts

- a. Except for trinkets of insignificant value defined as \$5 or less, members should not accept gifts, special favors, or hospitality from anyone who has business before the City or could be affected by the body's work.
- b. When unsure, decline or ask the staff liaison before accepting.

## 3. Use of position

- a. Members should not use their role for personal gain or to benefit family, friends, or business associates.
- b. Members should not use nonpublic information gained through service for personal benefit.

## **K. ATTENDANCE AND RELIABILITY**

1. Members are expected to attend meetings regularly when possible and communicate conflicts in advance.
2. If attendance becomes an issue, the Chair and staff liaison should start with a conversation to clarify expectations and identify barriers.
3. If attendance issues persist, the matter may be referred to the appointing authority consistent with bylaws and appointment terms.

## **L. PUBLIC COMMUNICATIONS AND SOCIAL MEDIA**

1. Members may share general information and encourage civic engagement, but should not imply they represent the City or the body unless authorized through City communications.
2. Members should be cautious about making premature public statements on pending or sensitive matters, including on social media.
3. Additional restrictions apply to pending quasi-judicial matters under Appendix B.

## **M. CONCERNS AND ACCOUNTABILITY**

1. Concerns may be raised with the Chair, staff liaison, City Clerk, or City Manager's Office.
2. The City will generally start with coaching and clarification of expectations.
3. If concerns are serious or repeated, they may be referred to the appointing authority for action consistent with bylaws and appointment terms, up to and including removal.

## **N. ACKNOWLEDGEMENT AND TRAINING**

1. Members will receive basic orientation and periodic refreshers focused on practical responsibilities, including open meeting practices, records, and ethics.
2. Members must sign an acknowledgement upon appointment and as requested thereafter.

## **O. MEETING DECORUM**

These rules support orderly meetings and fair participation for everyone.

1. The Chair runs the meeting, recognizes speakers, and maintains order.
2. Members should take turns, stay on topic, and keep discussion respectful.
3. Members should not argue with the public.
4. The City may set reasonable time limits and procedures for public comment.
5. If conduct becomes disruptive, the Chair may give a warning, call a recess, or take other reasonable steps to restore order and complete the meeting.

## **P. BOARD AND COMMISSION PROCEDURES**

1. Each Board and Commission may adopt bylaws, rules and procedures to govern the business of that Board or Commission provided those bylaws, rules or procedures do not conflict with this policy. Formally adopted bylaws, rules and procedures must be forwarded to the City Council for ratification.
2. Each Board and Commission shall be responsible for electing its own officers including Chair, Vice-Chair and other positions as the Board or Commission may define in its bylaws.

3. No member may serve as Chair of a Board or Commission for more than two consecutive years unless there is no other member of the Board or Commission who is willing and/or able to serve as Chair of that Board or Commission.

#### **Q. PLANNING COMMISSION AND COMMITTEE OF ADJUSTMENTS ADDENDUM**

1. Applicability

This Addendum applies whenever the Planning Commission and Committee of Adjustments is acting in a quasi-judicial capacity, meaning it is applying specific standards to the facts of an individual case and making findings based on the public record.

2. Staff Designation

- a. Staff will identify quasi-judicial items in the staff report.
- b. If unclear or omitted, staff will clarify on the record before the public hearing begins.
- c. When in doubt, members should presume that the item is quasi-judicial in nature and the item will be handled using this Addendum.

3. Fair Process and Impartiality

- a. Members must approach the matter with an open mind and avoid statements that suggest the outcome is decided in advance.
- b. Members will treat all parties fairly and apply the same standards to all.

4. Record-Based Decisions

- a. Decisions must be based on information presented at the noticed meeting and included in the record.
- b. At the meeting, members should connect discussion and findings to the applicable standards to create a records of why the body made the decision. Members recognize that findings need to be reflected in writing at the same meeting at which the matter was decided or at the next, subsequent meeting.

5. Off-Record Contacts

- a. Members should avoid off-record discussions about the merits of a pending quasi-judicial matter.

- b. If an off-record contact occurs, the member must disclose it on the record before deliberation and summarize the substance. Any written materials must be provided to staff for the record.

#### 6. Site Visits

- a. Site visits are permitted, but members should not gather new evidence or conduct off-record interviews. Unless properly noticed, members should not attend a site visit with other members if the number of members attending the visit together equals a quorum or more of the committee or commission.
- b. Material observations should be disclosed on the record.

#### 7. Conflicts and Recusal

- a. Members must disclose conflicts or bias concerns as soon as known.
- b. If recused, the member will not participate in discussion or voting on the matter. Depending on the nature of the conflict, the member may or may not be able to establish quorum for purposes of the decision. When able to do so, member should make staff aware of potential conflict prior to the meeting so a conflict analysis can be done if necessary.

#### 8. Public Statements on Pending Cases

Members should not publicly advocate for or against a pending case in a way that could undermine fairness or the appearance of fairness.

## Subject: Award Bid for the Emerson East Mill & Overlay Project 26-3

<b>Meeting Date:</b> March 9, 2026			
<b>Submitted/Presented by/Department:</b> Ross Beckwith/Public Works			
<b>Action Type</b>			
<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Discussion/Direction		
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Informational Only		
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report		
<input type="checkbox"/> Resolution	<input type="checkbox"/> Other:		
<b>Action</b>			
Award the base bid and alternate bid for the Emerson East Mill & Overlay Project, City Project 26-3, to McNamara Contracting for \$488,505.50.			
<b>Background</b>			
The Emerson East Mill and Overlay Project includes the following streets:			
Street	From	To	
Emerson Avenue East	Oakdale Avenue	Christensen Avenue	
Sperl Street	Emerson Avenue East	Dead End	
Logan Avenue	Oakdale Avenue	Sperl Street	
Kopp Drive	Logan Avenue	Sperl Street	
Moreland Circle	Sperl Street	Dead End	
Stassen Drive	Oakdale Avenue	Logan Avenue	
This project will include spot curb repair, casting replacement, and two inches of milled and paved asphalt with a Texas Underseal.			
On February 24, 2026, bids were opened for the Emerson East Mill & Overlay Project. Six (6) prevailing wage bids were received with alternate bids for Texas Underseal and are shown below along with the engineer's estimate.			
Contractor	Base Bid	Alternate Bid	Total Bid
McNamara Contracting	\$441,080.00	\$47,425.50	\$488,505.50

## Subject: Award Bid for the Emerson East Mill & Overlay Project 26-3

North Valley, Inc.	\$457,508.31	\$49,954.86	\$507,463.17
Bituminous Roadways, Inc.	\$471,052.75	\$45,317.70	\$516,370.45
Park Construction Co..	\$484,962.84	\$46,793.16	\$531,756.00
Valley Paving	\$486,770.20	\$48,479.40	\$535,249.60
GMH Asphalt Corporation	\$542,568.98	\$48,900.96	\$591,469.94
Engineer's Estimate	\$308,000.00	\$52,695.00	\$360,695.00

McNamara Contracting is the lowest responsible bidder. City staff recommend that McNamara Contracting be awarded the contract for the base bid and alternate bid which includes the Texas Underseal.

The final completion date for this project is July 2, 2026.

### Attachments

### Previous Relevant Actions

1/26/26 Approve Plans and Authorize Ad for Bid CP 26-3.

### Alternatives

#### Financial

Budgeted:  Yes

No Financial Impact

Fund: Neighborhood Streets

Department:

Account:

Amount:

The lowest total bid of \$488,505.50 is \$127,810.50 over the engineer's estimate. Based on the low bid from the Emerson Avenue Street Reconstruction Project there is sufficient funding in the Neighborhood Streets Fund to cover project funding.

## Subject: Joint Powers Agreement with Dakota County for Oakdale Avenue Pavement Management Project

<b>Meeting Date:</b> March 9, 2026	
<b>Submitted/Presented by/Department:</b> Ross Beckwith/Public Works	
<b>Action Type</b>	
<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Discussion/Direction
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Informational Only
<input type="checkbox"/> Action/Motion	<input type="checkbox"/> Report
<input type="checkbox"/> Resolution	<input type="checkbox"/> Other:
<b>Action</b>	
Approve the attached Joint Powers Agreement (JPA) with Dakota County for construction cost sharing as part of their upcoming Oakdale Avenue Pavement Management Project.	
<b>Background</b>	
Dakota County has an annual countywide pavement management project. Their 2026 project includes a mill and overlay of Oakdale Avenue from Wentworth Avenue to 980 feet north of Mendota Road.	
Sanitary castings will be replaced, and inflow/infiltration barriers will be installed, both at the city's expense. Storm sewer castings replaced will be paid for at an 80/20 county/city split. All other project costs will be 100% county.	
A JPA with Dakota County is required to define project cost sharing for this project.	
<b>Attachments</b>	
JPA DCA23558 (needs signatures)	
<b>Previous Relevant Actions</b>	
<b>Alternatives</b>	
<b>Financial</b>	
Budgeted: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact
Fund: Sanitary Sewer and Storm Sewer	Total estimated city cost is \$36,000.
Department:	
Account:	
Amount:	

**JOINT POWERS AGREEMENT FOR**

**RESURFACING OF BITUMINOUS PAVEMENT, DRAINAGE IMPROVEMENTS, CITY**

**UTILITY REPAIRS, AND COST PARTICIPATION**

**BETWEEN**

**THE COUNTY OF DAKOTA**

**AND**

**THE CITY OF WEST SAINT PAUL**

**FOR**

**DAKOTA COUNTY PROJECT NO. 73-044**

**CITY PROJECT NO. 26-5**

*SYNOPSIS: Dakota County and the City of West Saint Paul agree to include the necessary storm sewer and sanitary sewer repairs with the 2026 resurfacing of County State Aid Highway (CSAH) 73 (Oakdale Avenue) from 980' north of CSAH 14 (Mendota Road) to County Road 8 (Wentworth Avenue) in West Saint Paul, Dakota County. All sharing of project costs will be in accordance with the Cost Sharing Policies within the Dakota County 2040 Transportation Plan.*

THIS JOINT POWERS AGREEMENT (“Agreement”), is made and entered into by and between the County of Dakota (“County”), a political subdivision of the State of Minnesota, and the City of West Saint Paul (“City”), a municipal corporation existing under the laws of the State of Minnesota, hereafter collectively referred to as “Parties”, and individually as “Party”, and witnesses the following:

WHEREAS, under Minnesota Statutes sections 162.17, subd. 1 and 471.59, subd. 1, two governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, to provide a safe and efficient transportation system, the County and the City are proceeding with County Project 73-044 and City Project 26-5 (the “Project”); and

WHEREAS, County Project 73-044 will include resurfacing the pavement of County State Aid Highway 73 (Oakdale Avenue) between 980’ north of CSAH 14 (Mendota Road) and County Road 8 (Wentworth Avenue), and includes upgrades to the pedestrian facilities to meet modern ADA standards; and

WHEREAS, the City desires to repair storm sewer and sanitary sewer infrastructure within the project limits of CSAH 73 (the “City Work”); and

WHEREAS, to more efficiently deliver the Project, the County and the City mutually desire to partner with one another in exercising their joint powers to complete final design, construction, administration, and maintenance of the Project, as well as to determine each parties’ respective share of Project costs; and

WHEREAS, the County and City have included the Project in their Capital Improvement Programs and will jointly participate in the costs of said final design engineering, construction administration, and maintenance, per the Cost Sharing Policy within the Dakota County 2040 Transportation Plan (July 2021); and

NOW, THEREFORE, it is agreed the County and City will share Project responsibilities as detailed in this Agreement and, in accordance with the County's adopted cost share policy, jointly participate in Project costs as set forth herein. The above recitals are incorporated by reference and are made a part hereof as if fully set forth below.

1. Project Administration. The County shall be the lead agency for design, construction, construction administration, and maintenance of the Project. Subject to the requirements below, the County and the City shall each retain final decision-making authority within their respective jurisdictions.
2. Engineering. Engineering costs shall include the cost of preparing final designs, plans, specifications and proposals, surveying, mapping, consultant engineering, right-of-way mapping, construction management, construction inspection and all related materials testing, including the cost of County and City staff time, as well as the cost of facilitating public and/or third-party agency involvement.
3. Plans, Specifications and Award of Contract. The County will prepare plans and specifications consistent with County and City design standards, State-Aid design standards and MnDOT standards and specifications. The City shall be responsible for inventorying and identifying necessary storm sewer, sanitary sewer, and watermain system repairs, and preparing plans and specifications to be incorporated into the County's plans and specifications. The parties' mutual concurrence with the plans and specifications is required prior to advertising for bids. Within 7 days of opening bids for the construction contract, the lead agency shall submit a copy of the low bid and an abstract of all bids together with the request for concurrence to the State and the award of the construction contract to the lowest responsible bidder. The lead agency may award the contract for construction to the lowest responsive and responsible bidder in accordance with state law. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement. The contract construction shall be performed in accordance with approved

plans, specifications and special provisions which are made a part hereof by reference with the same force and effect as though fully set forth herein.

4. City Permits. The City will issue the County and its contractors a permit to work within the City's right-of-way allowing the County and its contractors to work on City street right-of-way for the Project. The County, or its contractors, must secure a city building permit for retaining walls and/or other structures, and any other City permits as required by City Code, and the City hereby agrees to waive the City's permit fees for the permits obtained by the County. Nothing in this Agreement or any permit issued by the City shall prevent the use of the public right-of-way by utilities, communication providers, or any other entity entitled by law to use public right-of-way. The City will process permits for utility work and other activities within the City's right-of-way.
  
5. Construction. Construction costs shall include all highway and roadway construction items, including removals; mobilization and traffic control, temporary widening or other measures if required as part of traffic control or project staging; mitigation as required by state and federal permits including accessibility requirements; replacement or restoration of fences, landscaping and driveways when affected by construction; replacement or adjustment of sanitary sewer, water and storm sewer systems, if required due to construction; wetland mitigation and banking; and all other construction aspects outlined in the plan except for elements as called out under this Agreement or County policies included in the current adopted Dakota County Transportation Plan. The City shall be responsible for inspecting and approving the work associated with utility repairs of storm sewer and sanitary sewer. During any construction activities on City Storm Sewer or Sanitary Sewer, an inspector from the City must be available at the site. The County and City shall be responsible for the maintenance of all such storm sewer facilities after completion of the Project in accordance with terms and conditions of the current adopted Maintenance Agreement for Storm Sewer Systems (Dakota County Contract No. C0025406). The City shall be responsible for maintaining all sanitary sewer and watermain facilities.

6. Construction Standards. All construction, including traffic control, shall be accomplished in accordance with applicable State Aid, County and City standards, specifications, and policies to the satisfaction of the County and City. The County and City reserves the right to inspect construction materials and methods as needed.
7. Traffic Control. Prior to the start of any construction activities on City Storm Sewer or Sanitary Sewer, a traffic control meeting must be conducted. This meeting can take place at the preconstruction conference. A representative from each the City, County, and Contractor must be in attendance. The contractor will provide details of their traffic control plans and must receive concurrence from both the City and County before proceeding with the work. As part of construction inspection, the parties shall monitor the traffic conditions and ensure the traffic control measures are in accordance with what was agreed upon during the traffic control meeting. The Parties must coordinate with the Engineer and contractor in the case that traffic control measures are ineffective or are creating unsafe conditions.
8. Cost Share. After application of all applicable cost sharing provisions of this Agreement and the Dakota County 2040 Transportation Plan (July 2021) Appendix A (Attachment A) polices F.1 through F.19, the County will participate in the Project as shown in the Opinion of Cost Participation (Attachment B) and as defined below after deducting federal and state cost participation amounts. It is understood that the Opinion of Cost Participation reflects an estimated cost share at the time of Agreement execution. Final costs will be based on actuals at the time of construction.

Cost Participation – Roadway (County Cost Policy F.1)

- The County will be responsible for 100% of the costs of existing pavement retained and/or rehabilitated through mill and overlay, resurfacing, or other methods, as part of the final project.

Cost Participation for Storm Sewer System Maintenance (County Cost Policy F.7)

- The City has inspected their facilities and documented a request of specific Storm Sewer repair items to be included in the construction plans.
- Storm Sewer Repairs: The County and City shall share all costs associated with the repairs to storm sewer systems made as part of the Project. The County shall

pay for 80% of the storm sewer utility repair costs, and the City shall pay for 20% of the storm sewer utility repair costs. The City shall be responsible for inspecting and approving this work. Further, the County and City shall be responsible for the maintenance of all such facilities after completion of the Project in accordance with terms and conditions of the current adopted Maintenance Agreement for Storm Sewer Systems (Dakota County Contract No. C0025406).

Multi-Use Trails and Sidewalk Maintenance (County Cost Policy F.8)

- Repairs and updates to pedestrian facilities including both trail and sidewalk are included in the construction plans. The County shall pay for 100% of the costs for this work.

9. Project Costs: City Utility Repairs. The City has inspected their facilities and documented a request of specific Sanitary Sewer repair items to be included in the construction plans.

The City shall be solely responsible for:

- all costs associated with utility repairs to sanitary sewer systems made as part of the Project;
- inspecting and approving said utility work; and
- maintaining all such facilities after the completion of the Project.

10. Project Cost Updates. The lead agency must provide updated cost estimates showing the County and City shares of Project costs annually at the time of Capital Improvement Program development. Updated cost estimates will also be provided by the lead agency at the following times:

- At construction plan milestones (30%/60%/90%/Final)
- prior to advertising a construction contract;
- after bid opening (prior to contract award);
- during construction if total contract changes exceed \$25,000;

Project cost estimate updates include actual and estimated costs for Engineering Costs, right-of-way acquisition, utility relocation, construction, and administration.

The parties acknowledge that Project cost estimates are subject to numerous variables causing the estimates to be subject to change and the updates are provided

for informational purposes in good faith. Each agency is responsible for informing their respective council or board regarding Project costs estimates.

11. Payment. The County shall administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as Project work progresses and when certified by the County Engineer. After the construction contract has been awarded, the County shall invoice the City 50% of the City's estimated construction costs based on awarded contract amount. Upon Project completion, the County shall reconcile the final contract amount and invoice the City for any additional amount owed under this Agreement. In the event the County owes payment to the City, then the City shall invoice the County for the amount owed. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement upon receipt or within a maximum of 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any outstanding amount will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.
  
12. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect any of the Project's cost participation must be approved by the authorized representative of each party prior to execution of work. The City's appointed representative is Ross Beckwith, City Engineer, and the County's appointed representative is Todd Howard, Assistant County Engineer, or their successors. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.
  
13. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.
  
14. Effective Dates for Design and Construction of Project. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall

continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2031.

15. Final Acceptance. Final completion of the Project must be approved by both the County and the City. The contractor shall provide a maintenance bond for the City Work. The warranty period for materials and workmanship shall be one year from the date of final acceptance by the City, as approved by the City Engineer. The County shall include this requirement in the contract documents.
16. Pavement Maintenance. Upon acceptance of the Project, the City shall be responsible for all pavement maintenance within City-owned right-of-way. The County shall be responsible for all pavement maintenance within County-owned right-of-way unless necessitated by a failure of a City utility system or installation of new City-owned facilities.
17. Pavement Marking and Traffic Signing Maintenance. Pavement markings will be installed as applicable for the operation of the highway and intersections along the Project area as outlined in the plans. The City shall be responsible for all pavement marking and sign maintenance within City right-of-way and the County shall be responsible for all pavement marking and sign maintenance within the County right-of-way unless necessitated by installation of new facilities.
18. Drainage Area and Stormwater or Drainage Facilities Maintenance. Upon final acceptance of the Project, maintenance of any drainage areas and any stormwater or drainage facilities shall be provided in accordance with the current County and City Maintenance Agreement (Dakota County Contract No. C0025406).
19. Sidewalks and Trails. Upon final acceptance of the Project, maintenance of sidewalks and trails shall be provided in accordance with the current adopted Dakota County Transportation Plan. The County and the City shall be responsible for the costs of trail resurfacing or reconstruction in accordance with County policies included in the County's current adopted Transportation Plan.

20. Subsequent Excavation. After completion of the Project, and after expiration of the warranty period regarding repair, if excavation within the County right-of-way is necessary to repair or install water, sanitary sewer, or other City utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to substantially the condition at the time of disturbance. If the City employs its own contractor for the above-described sewer or other utility repair or installation, the City shall hold the County harmless from any and all liability incurred due to the repair or installation of said sewer or other municipal utility including, but not limited to, the costs of repair as well as liability to third parties injured or damaged as a result of the work. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 35 days following receipt of a written claim by the County.
21. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules, and contract administration procedures unless amended by the contract specifications.
22. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. The County shall include the City as additional insured in the contract documents.

23. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of the County's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.
24. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.
25. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect in accordance with the Dakota County Transportation Plan after completion of the construction provided for in this Agreement.
26. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

COUNTY OF DAKOTA  
Erin Laberee, Dakota County  
Engineer (or successor)  
14955 Galaxie Ave.  
Apple Valley, MN 55124  
Office: (952) 891-7100  
[Erin.Laberee@co.dakota.mn.us](mailto:Erin.Laberee@co.dakota.mn.us)

CITY OF WEST SAINT PAUL  
Ross Beckwith, Public Works  
Director/City Engineer (or  
successor)  
1616 Humboldt Ave.  
West St. Paul, MN 55118  
Office: (651) 552-4130  
[RBeckwith@wspm.gov](mailto:RBeckwith@wspm.gov)

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed complete two business days after the date of mailing.

**[SIGNATURE PAGE TO FOLLOW]**

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

**CITY OF WEST SAINT PAUL**

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
City Engineer

By \_\_\_\_\_  
Mayor

(SEAL)

By \_\_\_\_\_  
City Attorney

Date \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**COUNTY OF DAKOTA**

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
County Engineer

By: \_\_\_\_\_  
Physical Development Director

Date: \_\_\_\_\_

COUNTY BOARD RESOLUTION

No. 25-449 Date: September 23, 2025

**Subject: Final Reading - Ordinance Amendment to City Code Section 72.02 Regarding Parking Over 48 Hours**

<b>Meeting Date:</b> March 9, 2026	
<b>Submitted/Presented by/Department:</b> Ross Beckwith/Public Works	
<b>Action Type</b>	
<input type="checkbox"/> Consent Item	<input type="checkbox"/> Discussion/Direction
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Informational Only
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report
<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Other: Ordinance
<b>Action</b>	
Review the attached ordinance amendment to City Code Section 72.02 and approve the final reading.	
<b>Background</b>	
City right-of-way is not intended to be a long-term storage location for trailers and boats. In addition to sight distance and visual clutter, it makes snowplowing difficult on streets and alleys.	
The ordinance changes will allow trailers/boats in public streets for up to 48 hours. The 48-hour timeline allows ample time to load/unload a trailer/boat.	
A public hearing and first reading were held on February 23, 2026, at the regular City Council meeting.	
<b>Attachments</b>	
Ordinance	
<b>Previous Relevant Actions</b>	
2/23/26 First Reading	
<b>Alternatives</b>	
<b>Financial</b>	
Budgeted: <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No Financial Impact
Fund:	
Department:	
Account:	
Amount:	



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

**ORDINANCE 26-**

**AN ORDINANCE AMENDING SECTION 72.02 OF THE CITY CODE REGARDING  
PARKING OVER 48 HOURS**

The City Council of the City of West Saint Paul does ordain:

**SECTION 1. AMENDMENT.** West St. Paul City Code Section 72.02 is hereby amended as follows:

**§ 72.02 PARKING OVER 48 HOURS.**

A. No vehicle shall be parked continuously upon any street or alley at a place not contiguous or adjacent to the residence of its owner for more than 48 hours.

B. No recreational equipment or recreational vehicles, including all-terrain vehicles (ATV's), boats, utility trailers, enclosed trailers, motor homes, travel trailers or other similar vehicles shall be parked continuously upon any street or alley for more than 48 hours.

**SECTION 2. SUMMARY PUBLICATION.** Pursuant to Minnesota Statute Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This ordinance updates section 72.02 of the West St. Paul City Code regarding parking over 48 hours. The updates expand limitations on vehicles and equipment that cannot be parked on the street or alleyways for over 48 hours, including all-terrain vehicles, boats, trailers, motor homes, and other similar recreational vehicles or equipment.

**SECTION 3. EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed by the City Council of the City of West St. Paul Minnesota this 9<sup>th</sup> day of March 2026.

Attest:

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David J. Napier, Mayor

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Nicole Tillander, City Clerk

**Subject: First Reading - Code Amendment - Mayor and City Councilmember Salaries 2027-28**

<b>Meeting Date:</b> March 9, 2026	
<b>Submitted/Presented by/Department:</b> Dan Nowicki, Assistant City Manager	
<b>Action Type</b>	
<input type="checkbox"/> Consent Item	<input type="checkbox"/> Discussion/Direction
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Informational Only
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Other:
<b>Action</b>	
Approve the first reading and establish a public hearing and final reading on April 13, 2026 for Ordinance Amending City Code 30.04 - Setting Mayor and Councilmember Salaries for 2027 and 2028.	
<b>Background</b>	
Charter Commission reviewed elected officials' salaries and is proposing a 3% increase for 2027 and a 2.5% increase for 2028. The proposed salaries are as follows:	
Mayor's salary is \$14,935 for 2027 and \$15,308 for 2028.	
Councilmember's salary is \$12,875 for 2027 and \$13,197 for 2028.	
<b>Attachments</b>	
City Council Action Item - Ordinance Amendment - Section 30.04 Salaries	
<b>Previous Relevant Actions</b>	
<b>Alternatives</b>	
<b>Financial</b>	
Budgeted: <input type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact
Fund:	
Department:	
Account:	
Amount:	

CITY OF WEST ST. PAUL  
DAKOTA COUNTY, MINNESOTA  
ORDINANCE NO. 26-XX

AN ORDINANCE AMENDING SECTION 30.04 OF CITY CODE REGARDING MAYOR  
AND COUNCILMEMBER SALARIES

The City of West Saint Paul does ordain:

**SECTION 1.** West St. Paul City Code Section 30.04. Salaries. is amended with additions shown by underlining and deletions shown by ~~strikethrough~~:

(A) The Mayor' s salary is \$ 14,935 ~~12,500~~ for calendar year ~~2027~~ 2025 and \$ 15,308 ~~14,500~~ for calendar year ~~2028~~ 2026.

(8) A Council member' s salary is \$ 12,875 ~~10,400~~ for calendar year ~~2027~~ 2025 and \$ 13,197 ~~12,500~~ for calendar year ~~2028~~ 2026.

**SECTION 2. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and publication according to law.

**SECTION 3. SUMMARY PUBLICATION.** The following is authorized as summary publication of this ordinance: This ordinance increases the Mayor' s annual salary from \$14,500 in 2026 to \$14,935 in 2027 and \$15,308 in 2028 and increases Councilmember annual salaries from \$12,500 in 2026 to \$12,875 in 2027 and \$13,197 in 2028.

Passed by the City Council of the City of West St. Paul, Minnesota, this \_\_\_\_ day of \_\_\_\_\_, 2026.

Attest:

\_\_\_\_\_  
David J. Napier, Mayor

\_\_\_\_\_  
Nicole Tillander, City Clerk

## Subject: First Reading - Code Amendment Summary Publication

<b>Meeting Date:</b> March 9, 2026	
<b>Submitted/Presented by/Department:</b> Dan Nowicki, Assistant City Manager	
<b>Action Type</b>	
<input type="checkbox"/> Consent Item	<input type="checkbox"/> Discussion/Direction
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Informational Only
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Other:
<b>Action</b>	
Approve a resolution authorizing notice of a public hearing, including a summary of the proposed City Charter Amendments	
<b>Background</b>	
As the proposed Charter Amendments, especially the gender-neutral language changes, are found throughout the entire Charter document, the newspaper publishing of the full text would be excessive and costly. Staff is asking Council to approve the noticing the public hearing with a summary of the proposed amendments.	
<b>Attachments</b>	
City Charter Amendment Summary Resolution - 3-9-26	
<b>Previous Relevant Actions</b>	
<b>Alternatives</b>	
<b>Financial</b>	
Budgeted: <input type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact
Fund:	
Department:	
Account:	
Amount:	

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING NOTICE OF A PUBLIC HEARING INCLUDING A SUMMARY OF THE PROPOSED CITY CHARTER AMENDMENTS**

WHEREAS, the West St. Paul Charter Commission (“Commission”) and the West St. Paul City Council (“Council”) have been working cooperatively on an update of the City Charter; and

WHEREAS, the Commission has reviewed and commented on proposed amendments to the City Charter and has requested the amendments be adopted by Council by ordinance; and

WHEREAS, at its meeting on February 19, 2026, the Commission approved moving forward with a recommendation to the Council for consideration and adoption by ordinance of the proposed Charter amendments; and

WHEREAS, the Council is authorized to amend the City Charter by ordinance upon recommendation of the Commission, but pursuant to Minnesota Statutes, section 410.12, subd. 7, must first publish notice and hold a public hearing as part of the amendment by ordinance process; and

WHEREAS, Minnesota Statutes, section 410.12, subd. 7, also requires the public hearing notice to include the text of the proposed charter amendments and the Council wishes to authorize staff to publish a summary of the proposed amendments; and

WHEREAS, at its meeting on March 9th, 2026, the Council received and accepted the Commission's recommendation to amend the Charter by ordinance.

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

1. The first reading of the ordinance adopting the proposed Charter amendments is set for March 9th, 2026.
2. The second reading and public hearing related to the proposed Charter amendments is set for April 13, 2026.
3. City staff is authorized and directed to publish notice of a public hearing to be held on April 13, 2026, together with the second reading of the ordinance adopting the proposed City Charter amendments.
4. The Council hereby approves staff to post a public hearing notice including the summary of the proposed amendments and directs that the full set of amendments be posted on the City’s website and be available at the City Clerk’s office at the West St. Paul Municipal Center.

Adopted by the City Council for the City of West St. Paul on this 9th day of March, 2026.

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Dave Napier, Mayor

ATTEST:

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Nicole Tillander, City Clerk