



## CITY COUNCIL MEETING

### **Municipal Center Council Chambers**

1616 Humboldt Ave, West St. Paul, MN 55118

Monday, March 23, 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**

- A. Recognize Officer Murphy's Resignation and Declare K-9 Surplus and Authorize Sale to Officer Murphy

Documents:

[CITY COUNCIL ACTION ITEM - DECLARE CANINE CECIL AS SURPLUS AND AUTHORIZE SALE.PDF](#)

RESOLUTION - DECLARING PROPERTY AS SURPLUS AND AUTHORIZE SALE.PDF

B. Proclaiming April 1, 2026 as April Pool's Day

Documents:

[PROCLAMATION - APRIL POOLS DAY.PDF](#)

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. Approve City Council Meeting Minutes of February 23, 2026 and March 9, 2026

Documents:

[02.23.26 REGULAR COUNCIL MINUTES.PDF](#)

[03.09.26 REGULAR COUNCIL MINUTES.PDF](#)

B. City Business Licensing

Documents:

[CITY LICENSING 3-23-26.PDF](#)

C. Donations to the City

Documents:

[RESOLUTION - DONATIONS TO THE CITY.PDF](#)

[CITY COUNCIL ACTION ITEM - ACCEPT DONATIONS TO THE CITY.PDF](#)

D. List of Claims for March 23, 2026

Documents:

[CITY COUNCIL ACTION ITEM - LIST OF CLAIMS 3.23.26.PDF](#)

E. Acting City Clerk Designation

Documents:

[CITY COUNCIL ACTION ITEM - ACTING CITY CLERK DESIGNATION.PDF](#)

[RESOLUTION - DESIGNATE ASSISTANT CITY MANAGER TO SERVE AS ACTING CITY CLERK.PDF](#)

F. Approve Agreement with the Federal Highway Administration for a Safe Streets for All Grant

Documents:

[CITY COUNCIL ACTION ITEM - FHWA SS4A GRANT AGREEMENT.PDF](#)

G. Approve Contract for Asphalt Rejuvenator

Documents:

[CITY COUNCIL ACTION ITEM - APPROVE CONTRACT FOR ASPHALT](#)

[REJUVENATOR 2026.PDF](#)

- H. Consultant Contract Amendment for the Emerson Avenue Improvement and Mina Alley Reconstruction Projects 26-1 and 26-2

Documents:

[CITY COUNCIL ACTION ITEM - CONSULTANT CONTRACT AMENDMENT CP 26-1 AND 26-2.PDF](#)

- I. Metropolitan Council 2023 State Bond Fund Municipal Inflow and Infiltration Grant

Documents:

[CITY COUNCIL ACTION ITEM - MCES INFLOW AND INFILTRATION GRANT.PDF](#)  
[RESOLUTION - AUTHORIZE PW TO APPLY FOR MCES I AND I GRANT 2024.PDF](#)

- J. Award Bid for the Sports Complex Pavilion Concrete Renovation Project

Documents:

[COUNCIL ACTION ITEM - AWARD BID SPORTS COMPLEX PAVILION RENOVATION.PDF](#)

- K. School Resource Officer Agreement with ISD 197

Documents:

[CITY COUNCIL ACTION ITEM - SCHOOL RESOURCE OFFICER AGREEMENT.PDF](#)  
[20260310 SRO AGREEMENT UPDATE FINAL.PDF](#)

**11. Public Hearings**

**12. General Business**

- A. WSP Baseball Concession Stand Use Agreement

Documents:

[CITY COUNCIL ACTION ITEM - WEST ST. PAUL BASEBALL CONCESSION STAND USE AGREEMENT.PDF](#)  
[ATTACHMENT - 20260206 WSP BASEBALL USE AGREEMENT DRAFT V3\\_CLEAN.PDF](#)

- B. Conditional Use Permit to Allow an On-Sale Liquor Establishment and Outdoor Seating at 963 Robert St. S.

Documents:

[CITY COUNCIL ACTION ITEM - CUP FOR ON-SALE AND OUTDOOR SEATING AT 963 ROBERT.PDF](#)  
[ATTACHMENT - CUP FOR ON-SALE AND OUTDOOR SEATING AT 963 ROBERT.PDF](#)  
[RESOLUTION - CUP FOR ON-SALE AT 963 ROBERT.PDF](#)  
[RESOLUTION - CUP FOR OUTDOOR SEATING AT 963 ROBERT.PDF](#)

- C. First Reading - Ordinance Amendment to Chapter 115 Regarding Limit on Cannabis

Retailers

Documents:

CITY COUNCIL ACTION ITEM - ORDINANCE AMENDMENT - CITY CODE  
SECTION 115 PERTAINING TO LIMIT ON CANNABIS RETAILERS.PDF  
ORDINANCE AMENDMENT - CITY CODE SECTION 115.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: Declare Police Canine (Cecil) as Surplus**

<b>Meeting Date:</b> March 23, 2026	
<b>Submitted/Presented by/Department:</b> Brian Sturgeon, Chief of Police	
<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>	
Declare Police Canine Cecil as surplus and authorize the sale of the dog to Officer Murphy for \$1.00.	
<b>Background</b>	
<p>Officer Nicole Murphy has been employed with the department since January 2018 and has served as a canine handler for over six years with her partner, Cecil. Officer Murphy has made the decision to pursue a career change and has submitted her resignation, effective March 27.</p> <p>Cecil is over six years old. Retraining him with a new handler would not be cost-effective, as the typical service life of a police canine is approximately eight to ten years. The costs associated with acquiring and training police canines, along with ongoing expenses, have historically been supported through donations and, more recently, through the support of the West St. Paul Police Canine Foundation.</p> <p>It is standard practice that upon retirement, a police canine is declared surplus property, and ownership is transferred to the handler, who then assumes full responsibility for the animal's care.</p> <p>Officer Murphy has requested to take ownership of Cecil. Staff recommends that the City Council declare Cecil as surplus property and approve the transfer of ownership to Officer Murphy for the sum of \$1.00, consistent with past practice.</p>	
<b>Attachments</b>	
Resolution	
<b>Previous Relevant Actions</b>	
Council has previously approved this action with other canines that have retired.	
<b>Alternatives</b>	
Not approve the resolution and have discussion on alternatives to Cecil's future.	

**Subject: Declare Police Canine (Cecil) as Surplus**

Financial	
Budgeted: <input type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact
Fund: 101	
Department: 42100	
Account: 40455	
Amount: Plus \$1.00	

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

**RESOLUTION NO. 26-**

**RESOLUTION DECLARING PROPERTY SURPLUS AND AUTHORIZE SALE AND  
TRANSFER OF OWNERSHIP**

**WHEREAS**, certain property is no longer needed or suitable for public service and can be offered for sale and/or disposal; and

**WHEREAS**, canine handler Officer Nicole Murphy has resigned her position as police officer her canine partner Cecil has served the community well for over six years; and

**WHEREAS**, due to canine Cecil's age, it is not feasible to transfer him to another handler and be re-trained; and

**WHEREAS**, Officer Murphy requests transfer of ownership and continued care and responsibilities for Cecil to remain with her.

**NOW, THEREFORE, BE IT RESOLVED** that the West St. Paul Mayor and City Council declare canine Cecil as surplus and authorize the sale to Officer Nicole Murphy in the amount of \$1. 00.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 23<sup>rd</sup> day of March 2026.

Attest:

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

\_\_\_\_\_  
Daniel Nowicki, Assistant City Manager



**PROCLAMATION – APRIL 1, 2026, AS WEST ST. PAUL  
APRIL POOL’S DAY**

**WHEREAS**, the West St. Paul Leisure Pool at 92 W Orme Street has been the city’s splash-tastic escape for locals and visitors alike during those sizzling summer days; and

**WHEREAS**, this watery wonderland first made waves in July 1956, and 2026 marks our golden gal’s fabulous 70th birthday; and

**WHEREAS**, the pool came to life thanks to the generous splash of cash from the South Robert Street Business Association, which footed about forty percent of the original bill, showcasing the awesome power of community teamwork; and

**WHEREAS**, as we cheer for the pool’s 70th lap around the sun, we’re pumped to dive into its future with a renovation and refresh that promises endless cannonballs and fun; and

**WHEREAS**, the City of West St. Paul is thrilled to partner with the St. Paul Parks Conservancy, our nonprofit fundraising sidekick, bringing big dreams for our pool into reality; and

**WHEREAS**, to celebrate our community’s giving, gleeful, and go-getting spirit, we’ll be hosting a splashy series of events at the pool to mark this monumental occasion; and

**NOW, THEREFORE, BE IT RESOLVED**, that I, Mayor David J. Napier, and members of the City Council of the City of West St. Paul do recognize and hereby proclaim April 1, 2026, as:

**APRIL POOL’S DAY**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of West St Paul, Minnesota, to be affixed on this 23<sup>rd</sup> day of March 2026.

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David J. Napier, Mayor

**City of West St. Paul  
City Council Meeting Minutes  
February 23, 2026**

**1. Call to Order**

Mayor Napier called the meeting to order at 6:30 p.m.

**2. Roll Call**

Present: Mayor Dave Napier  
Councilmembers Wendy Berry (Mayor Pro Tem for Open Council Work Session), Lisa Eng-Sarne, Doug Fromm, Robyn Gulley, John Justen and Junior Councilmember Elise Moga

Absent: Councilmembers Pat Armon

Others Present: City Manager Nate Burkett  
City Attorney Greta Bjerkness  
Assistant City Manager Dan Nowicki  
Police Chief Brian Sturgeon  
Public Works Director / City Engineer Ross Beckwith  
Community Development Director Ben Boike  
City Clerk Nicole Tillander

**3. Pledge of Allegiance**

**4. Adopt the Agenda**

City Manager advised Item 12D. added, motion was made by Councilmember Eng-Sarne and seconded by Councilmember Gulley to adopt the agenda, as presented and amended.

Vote: 5 ayes / 0 nays. Motion carried.

**5. OCWS Briefing**

Open Council Work Session held February 23, 2026 at 5:30 PM:

1. Welcome and Note Attendance
2. Agenda Items
  - A. Consider Appointments to Boards and Commissions
  - B. Parking Over 48 Hours - Ordinance Discussion
  - C. Snow Emergency - Ordinance Discussion
  - D. Agenda Amendment – Rent Support Grants Round 2 – Discussion
  - E. Strategic Plan Update
3. Regular Meeting Consent Agenda Review
4. Adjourn

**6. Community Comments – In Person**

- Lindsay Edwards – concern for children on promotional materials for West St. Paul, requesting City add a photography and media opt-out section when registering Spring (this does already exist per staff)

**7. Community Comments – Phone Line**

- No one called in to address the council.

**8. Council Comments**

Mayor and Councilmembers addressed the public on various topics.

**9. Proclamations, Presentations and Recognitions**

A. Proclamation Honoring Women's History Month

**10. Consent Agenda**

Motion was made by Councilmember Berry and seconded by Councilmember Fromm to approve the following items on the Consent Agenda, as presented:

- A. Approve City Council Meeting Minutes of February 9, 2026
- B. City Business Licensing
- C. City Rental Licensing
- D. List of Claims for February 23, 2026
- E. Donations to the City
- F. Award Bid for the Emerson Avenue Improvement and Mina Alley Reconstruction Projects 26-1 and 26-2

Vote: 5 ayes / 0 nays. Motion carried.

**11. Public Hearings**

A. First Reading and Public Hearing - An Ordinance Amendment to City Code Section 72.02 Regarding Parking Over 48 Hours

Public Works Director / City Engineer Ross Beckwith presented the first reading. Staff asks that the council hold a public hearing and approve the first reading of an ordinance amending section 72.02 of the West St. Paul City Zoning Code.

Mayor Napier opened the public hearing at 6:46 p.m.

No one came forward to address the council.

Mayor Napier closed the public hearing at 6:46 p.m.

Motion was made by Councilmember Berry and seconded by Councilmember Gulley to approve the first reading of an ordinance amending the zoning code as presented.

Vote: 5 ayes / 0 nays. Motion carried.

**B. First Reading and Public Hearing - An Ordinance Amendment to City Code Section 74 Regarding Snow Emergencies**

Public Works Director / City Engineer Ross Beckwith presented the first reading. Staff asks that the council hold a public hearing and approve the first reading of an ordinance amending section 74 of the West St. Paul City Code.

Councilmember Justen suggests an amendment to section (e) regarding the language. Staff will address and amend prior to final reading.

Mayor Napier opened the public hearing at 6:50 p.m.

No one came forward to address the council.

Mayor Napier closed the public hearing at 6:50 p.m.

Motion was made by Councilmember Fromm and seconded by Councilmember Gulley to approve the first reading of an ordinance amending the city code as presented.

Vote: 5 ayes / 0 nays. Motion carried.

**12. General Business**

**A. Appoint Members to Environmental Committee**

Staff asks that council extend the term expiration date of Stephanie Moline, who was appointed last year to fill a vacancy to 3/1/2027 to balance dates and appoint members as outlined herein.

Motion was made by Councilmember Berry and seconded by Councilmember Eng-Sarne to reappoint Joshua Przybylski and appoint Jordan Langner and Jiman Lee to the Environmental Committee for full terms beginning on 3/1/2026 and ending on 3/1/2029; appoint Elizabeth Lehman to partial term to fill a vacant seat on the Environmental Committee for a term beginning on 3/1/2026 and ending on 3/1/2028; and extend the term expiration date of Stephanie Moline to 3/1/2027.

Vote: 5 ayes / 0 nays. Motion carried.

**B. Appoint Members to Parks and Recreation Advisory Committee**

Motion was made by Councilmember Berry and seconded by Councilmember Gulley to reappoint Nolan Cornell, Leah Foxhill, and Angela Rizo Rosales and

appoint Beth Loechler to the Parks and Recreation Advisory Committee for full terms beginning on 3/1/2026 and ending 3/1/2028 and appoint Suzanne De Young to partial term to fill a vacant seat on the Parks and Recreation Advisory Committee beginning on 3/1/2026 and ending 3/1/2027.

Vote: 5 ayes / 0 nays. Motion carried.

#### C. Appoint Members to Planning Commission

Mayor Napier nominates the following applicants for appointment to the Planning Commission/Board of Adjustment.

Appoint Tim Grimes to the Planning Commission/Board of Adjustment for a term beginning on 3/1/2026 and ending 3/1/2029.

Reappoint Mikhael Garland and Kyle Hoff to the Planning Commission/Board of Adjustment for a term beginning on 3/1/2026 and ending 3/1/2029.

Motion was made by Councilmember Justen and seconded by Councilmember Berry to move appointments as nominated and presented.

Vote: 5 ayes / 0 nays. Motion carried.

#### D. Rent Support Grants

City Manager Nate Burkett presented. To date, the City has passed a policy resolution, sent a letter sent to Governor Walz and distributed \$10,000 in food assistance grant funds to Heritage PTA, Garlough PTA, Moreland PTA and 360 Communities. Food assistance will be formalized by resolution. Council can consider LAHA-funded rent/mortgage support grants for today. The estimated need is over 100 households. Staff recommends donating up to \$10,000 to each of the PTAs and the non-profit we provided food aid to, as well as considering donating up to another \$10,000 to Beyond the Yellow Ribbon to help those not connected to a school.

Mayor and Council are grateful to staff for their efforts and support this funding source.

Motion was made by Councilmember Berry and seconded by Councilmember Eng-Sarne to approve Resolution No. 26-023 Authorizing a Grant of Local Affordable Housing Aid Funds to a Nonprofit Organization to Provide Rent and/or Mortgage Support to Income-Eligible West St. Paul Resident Households to Prevent Eviction and Housing Instability as presented.

Vote: 5 ayes / 0 nays. Motion carried.

### **13. Adjourn**

Motion was made by Councilmember Gulley and seconded by Councilmember Justen to adjourn the meeting at 7:01 p.m.

All members present voted aye. Motion carried.

David J. Napier  
Mayor  
City of West St. Paul

Respectfully submitted,

Nicole Tillander  
City Clerk  
City of West St. Paul

**City of West St. Paul  
City Council Meeting Minutes  
March 9, 2026**

**1. Call to Order**

Mayor Pro Tem Berry called the meeting to order at 6:30 p.m.

**2. Roll Call**

Present: Mayor Pro Tem Wendy Berry  
Councilmembers Pat Armon, Lisa Eng-Sarne, Doug Fromm, Robyn Gulley and John Justen

Absent: Mayor Dave Napier, Junior Councilmember Elise Moga

Others Present: City Manager Nate Burkett  
City Attorney Pam Whitmore  
Assistant City Manager Dan Nowicki  
Police Chief Brian Sturgeon  
Public Works Director / City Engineer Ross Beckwith  
Community Development Director Ben Boike  
City Clerk Nicole Tillander

**3. Pledge of Allegiance**

**4. Adopt the Agenda**

Motion was made by Councilmember Gulley and seconded by Councilmember Eng-Sarne to adopt the agenda, as presented.

Vote: 6 ayes / 0 nays. Motion carried.

**5. OCWS Briefing**

Open Council Work Session held March 9, 2026 at 5:45 PM:

1. Welcome and Note Attendance
2. Agenda Items
  - A. Parks and Recreation Facilities Operational Strategy
  - B. EAB and Ash Tree Removal Discussion
3. Regular Meeting Consent Agenda Review
4. Adjourn

**6. Community Comments – In Person**

- Eric Sutterlin, Ward 1 – concerns about Flock, provided a typed document of his comments which will be scanned and kept with the minutes of this meeting

**7. Community Comments – Phone Line**

- No one called in to address the council.

**8. Council Comments**

Mayor and Councilmembers addressed the public on various topics.

This is City Clerk Tillander’s last meeting. Council and staff had kind words and gratitude for her time in West St. Paul. Thank you for your service to the City, Nicole!

**9. Proclamations, Presentations and Recognitions**

**10. Consent Agenda**

Motion was made by Councilmember Eng-Sarne and seconded by Councilmember Gulley to approve the following items on the Consent Agenda, as presented:

- A. City Business Licensing
- B. City Rental Licensing
- C. List of Claims for March 9, 2026
- D. Boards and Commissions Policy
- E. Award Bid for the Emerson East Mill & Overlay Project 26-3
- F. Joint Powers Agreement with Dakota County for Oakdale Avenue Pavement Management Project

Vote: 6 ayes / 0 nays. Motion carried.

**11. Public Hearings**

**12. General Business**

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

Public Works Director / City Engineer Ross Beckwith presented the final reading; first reading and public hearing was held at the February 23 council meeting. Staff asks that the council approve the final reading of an ordinance amending section 72.02 of the West St. Paul City Zoning Code.

Motion was made by Councilmember Fromm and seconded by Councilmember Armon to approve Ordinance No. 26-003 Amending Section 72.02 of the City Code Regarding Parking Over 48 Hours as presented.

Vote: 6 ayes / 0 nays. Motion carried

- B. Mayor and Councilmember Salaries

Assistant City Manager Dan Nowicki presented the first reading of an ordinance amending City Code Section 30.04 Regarding Mayor and Councilmember Salaries. The Charter Commission reviewed elected officials salaries and is proposing a 3% increase for 2027 and a 2.5% increase for 2028. Staff asks that the council approve the first reading and set the final reading and public hearing for the April 13<sup>th</sup> city council meeting.

City Attorney Whitmore advised that passage of this amendment on city code side requires majority vote and on charter side requires unanimous approval and goes into effect after the next election.

Motion was made by Councilmember Gulley and seconded by Councilmember Justen to approve the first reading of an ordinance amending section 30.04 of the city code as presented.

Vote: 6 ayes / 0 nays. Motion carried

#### C. Charter Amendment: First Reading of Ordinance Updating Entire City Charter

Assistant City Manager Dan Nowicki presented the first reading of an ordinance amending the city charter to include rewording section 1.02 for clarity, amending council and mayor salaries, and updating gender neutral language throughout. Staff asks that the council approve the first reading and set the final reading and public hearing for the April 13<sup>th</sup> city council meeting.

Motion was made by Councilmember Fromm and seconded by Councilmember Justen to approve the first reading of an ordinance amending the city charter as presented.

Vote: 6 ayes / 0 nays. Motion carried

#### D. City Charter Summary Publication

Assistant City Manager Dan Nowicki presented. Staff asks that the council approve summary publication of the charter amendments in Item C. once passed to avoid publishing the entire city charter.

Motion was made by Councilmember Gulley and seconded by Councilmember Eng-Sarne to approve the city charter summary publication as presented.

Vote: 6 ayes / 0 nays. Motion carried

### **13. Adjourn**

Motion was made by Councilmember Eng-Sarne and seconded by Councilmember Justen to adjourn the meeting at 7:01 p.m.

All members present voted aye. Motion carried.

David J. Napier  
Mayor  
City of West St. Paul

Respectfully submitted,

Nicole Tillander  
City Clerk  
City of West St. Paul

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

<b>Meeting Date:</b> March 23, 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>SECONDHAND GOODS DEALER</b>	
<ul style="list-style-type: none"> <li>- Eco Chico Kid's Resale</li> <li>- Soulawear Circular Fashion</li> </ul>	
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:	
Account:	
Amount: \$50.00 (Revenue)	

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

**RESOLUTION NO. 26-**

**RESOLUTION ACCEPTING DONATIONS TO THE CITY**

**WHEREAS**, the below listed individuals and/or businesses have donated funds or items to the City:

GVT Tire & Auto | Auto Pros of Minnesota donated \$500 toward a Movie in the Park  
Guiding Star Wakota sponsored \$1,500 toward Explore West St. Paul Days

**WHEREAS**, the donated funds will be used by the City for expenses related to the above-described programs or endeavors; and

**WHEREAS**, the Mayor and City Council acknowledge the generosity of the businesses and community members, and extend their appreciation to them for their consideration and generous donations; and

**WHEREAS**, the City Council authorizes budget reflection in the 2026 budget year to show the donation(s) to the respective departmental accounts.

**NOW, THEREFORE, BE IT RESOLVED** that the West St. Paul Mayor and City Council accept these donations on behalf of the City and authorize City Staff to expend these funds and make the necessary budgetary adjustments in the manner described therein.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 23<sup>rd</sup> day of March 2026.

Attest:

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

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

**Subject: Acceptance of Donations to the City**

<b>Meeting Date:</b> March 23, 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 checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Other: <a href="#">Click or tap here to enter text.</a>
<b>Action</b>	
Adopt the resolution accepting the donations and authorize the budget adjustment(s) where applicable.	
<b>Background</b>	
The following individuals, businesses and/or organizations made donations to the City of West St. Paul:  GVT Tire & Auto   Auto Pros of Minnesota donated \$500 toward a Movie in the Park. Guiding Star Wakota sponsored \$1,500 toward Explore West St. Paul Days.	
<b>Attachments</b>	
Resolution	
<b>Previous Relevant Actions</b>	
<b>Alternatives</b>	
Not accept and return the funds.	
<b>Financial</b>	
Budgeted: <input type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact
Fund: 101   201	<a href="#">Click or tap here to enter text.</a>
Department: 45500   41000	
Account: 40449   40491	
Amount: \$500   \$1,500	

**Subject:** List of Claims

<b>Meeting Date:</b> March 23, 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 \$1,834,042.59	
<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 23, 2026

**PAYROLL CHECK REGISTER:**

Payroll Period	3/2/26 - 3/15/26	
Date Paid	3/20/2026	
Direct Deposit		\$268,668.74

Payroll Period  
Date Paid  
Direct Deposit

**TOTAL NET PAYROLL**

**\$268,668.74**

**DISBURSEMENT CHECK REGISTER:**

Checks	145579 - 145635	\$457,915.71
EFTS	5805 - 5849	\$1,107,458.14

**TOTAL DISBURSEMENT CHECKS**

**\$1,565,373.85**

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

**\$1,834,042.59**

## Subject: City Council Action Item - Acting City Clerk Designation

<b>Meeting Date:</b> March 23, 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 type="checkbox"/> Action/Motion	<input type="checkbox"/> Report
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Other:
<b>Action</b>	
Approve a resolution designating Daniel Nowicki, Assistant City Manager, as Acting City Clerk until the city has a permanent City Clerk hired.	
<b>Background</b>	
The West St. Paul City Charter requires the City Clerk to fulfill certain legal requirements. While the city is in the process of hiring a new City Clerk, there will be a gap between offboarding the previous City Clerk and onboarding the replacement that those duties will need to be fulfilled. The City Manager is recommending that Assistant City Manager, Dan Nowicki serve as the Acting City Clerk in the interim.	
<b>Attachments</b>	
Resolution - Designate Assistant City Manager to Serve as Acting City Clerk	
<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. 26-\_\_\_\_\_**

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

**RESOLUTION DESIGNATING ASSISTANT CITY MANAGER TO SERVE AS ACTING CITY CLERK DURING THE VACANCY OF THE CITY CLERK POSITION**

**WHEREAS**, pursuant to Section 3.02 of the West St. Paul City Charter, the City Clerk, or a deputy clerk, shall act as Secretary of the Council, and shall keep a journal of Council proceedings and such other records and perform such other duties as may be required by this Charter or the Council may require;

**WHEREAS**, pursuant to Section 3.08 of the West St. Paul City Charter, every ordinance or resolution passed by the Council shall be signed by the Mayor, attested by the City Clerk and filed and preserved;

**WHEREAS**, pursuant to Section 3.02 of the West St. Paul City Charter, in the absence of the City Clerk or deputy, the Council may designate any other official or employee of the City, except the City Manager or a member of the Council, to act as secretary to the Council;

**WHEREAS**, under that same section, a deputy clerk shall be authorized to certify Council minutes or extracts therefrom or any other documents relating to City affairs in the same manner and with the same authority as the Clerk; and

**WHEREAS**, the City of West St. Paul currently is looking to hire a City Clerk and does not have a deputy City Clerk.

NOW THEREFORE, BE IT RESOLVED, by the West St. Paul City Council, that the following named employee is hereby authorized to serve as City Clerk until the City has hired a permanent City Clerk:

DANIEL NOWICKI, ASSISTANT CITY MANAGER

Adopted by the City Council for the City of West St. Paul on this 23<sup>rd</sup> day of March, 2026.

\_\_\_\_\_  
Dave Napier, Mayor

ATTEST: \_\_\_\_\_  
Dan Nowicki, Assistant City Manager

**Subject: Agreement with the Federal Highway Administration for a Safe Streets for All Grant**

<b>Meeting Date:</b> March 23, 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 an agreement with the Federal Highway Administration (FHWA) for a Safe Street for All Grant.	
<b>Background</b>	
<p>Staff applied for and received a grant for a Safe Streets for All (SS4A) grant from FHWA. The SS4A program supports the US Department of Transportation 's Nation Roadways Safety Strategy and goal of zero roadway deaths using a Safe System Approach. It's a \$200,000 grant with a \$50,000 local match. However, the local match will be reimbursed as part of MnDOT's Infrastructure Investment and Jobs Act (IIJA) Match Program. Funding is available to grant recipients that have directly received a federal discretionary award for a transportation related purpose under IIJA and will be used as matching funds.</p> <p>SS4A has two steps in the program. The first is a Planning and Demonstration Grant which involves creating a Safety Action Plan for the city. The second is an Implementation Grant used for construction projects to provide safety benefits for all roadway users. The current grant received by the city is considered a Planning and Demonstration Grant. Whether or not the city ever receives an Implementation Grant, the Safety Action Plan will still be a valuable guide to steer safety improvement projects in the city and to apply for other grants.</p> <p>There is an outreach component of the Safety Action Plan to engage the community. In the end, the city will have a comprehensive evaluation completed identifying areas of the city that need safety improvements for bike/ped and vehicular traffic.</p> <p>The Safety Action Plan is scheduled to be completed in January of 2028.</p> <p>The city attorney has reviewed the terms and conditions of the grant agreement for risks and requirements related to federal executive orders and has opined that though some risk exists, it is low given the review of other cases and current enforcement trends.</p>	
<b>Attachments</b>	

**Subject: Agreement with the Federal Highway Administration for a Safe Streets for All Grant**

Previous Relevant Actions	
4/22/24-Supporting Pursuit of the Safe Streets for All Planning Grant	
Alternatives	
Financial	
Budgeted: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact
Fund:	The FHWA grant is for \$200,000 and the \$50,000 match will be reimbursed to the city through MnDOT's AAIJA Match Program.
Department:	
Account:	
Amount:	

**Subject: Approve Contract for Asphalt Rejuvenator**

<b>Meeting Date:</b> March 23, 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 a contract with Corrective Asphalt Materials for \$60,058.54 to apply asphalt rejuvenator on various streets and parking lots.																																						
<b>Background</b>																																						
<p>Since 2021, the city has moved away from chip sealing as a preventative maintenance tool for newer asphalt. We have been using an asphalt rejuvenator instead, as have a growing number of other cities in the metro. The properties of this product extend the life of the asphalt by increasing its durability, flexibility and resistance to weather. In addition, the cost per square yard is less than traditional chip seal.</p> <p>The following streets and parking lots will be receiving asphalt rejuvenator this year:</p>																																						
<table border="1"> <thead> <tr> <th>Street</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td>Arion Street</td> <td>Charlton Street</td> <td>Dead End</td> </tr> <tr> <td>Harmon Avenue</td> <td>Arion Street</td> <td>Butler Avenue</td> </tr> <tr> <td>Allen Avenue</td> <td>Arion Street</td> <td>Butler Avenue</td> </tr> <tr> <td>Bidwell Street</td> <td>Bernard Street</td> <td>Arion Street</td> </tr> <tr> <td>Winslow Avenue</td> <td>Bernard Steet</td> <td>Arion Street</td> </tr> <tr> <td>Arion Street</td> <td>Bidwell Street</td> <td>Winslow Avenue</td> </tr> <tr> <td>Arion Street</td> <td>Dead End</td> <td>Winslow Avenue</td> </tr> <tr> <td>Hall Avenue</td> <td>Bernard Street</td> <td>Butler Avenue</td> </tr> <tr> <td>Gorman Avenue</td> <td>Bernard Street</td> <td>Butler Avenue</td> </tr> <tr> <td>Livingston Avenue</td> <td>Bernard Street</td> <td>Butler Avenue</td> </tr> <tr> <td>Bernard Street</td> <td>Oakdale Avenue</td> <td>Waterloo Street</td> </tr> </tbody> </table>			Street	From	To	Arion Street	Charlton Street	Dead End	Harmon Avenue	Arion Street	Butler Avenue	Allen Avenue	Arion Street	Butler Avenue	Bidwell Street	Bernard Street	Arion Street	Winslow Avenue	Bernard Steet	Arion Street	Arion Street	Bidwell Street	Winslow Avenue	Arion Street	Dead End	Winslow Avenue	Hall Avenue	Bernard Street	Butler Avenue	Gorman Avenue	Bernard Street	Butler Avenue	Livingston Avenue	Bernard Street	Butler Avenue	Bernard Street	Oakdale Avenue	Waterloo Street
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Bernard Street	Oakdale Avenue	Waterloo Street																																				

**Subject: Approve Contract for Asphalt Rejuvenator**

Ice Arena Parking Lot		
Marthaler Parking Lot (West)		

Once a schedule is known, adjacent property owners will be notified by mail.

**Attachments**

**Previous Relevant Actions**

**Alternatives**

**Financial**

Budgeted:  Yes

No Financial Impact

Fund: Street Maintenance

Department:

Account:

Amount:

The cost per square yard is \$1.29 and includes traffic control. Stormwater inlet protection is an additional \$1,975 for a total contract amount of \$60,058.54.

**Subject: Consultant Contract Amendment for the Emerson Avenue Improvement and Mina Alley Reconstruction Projects 26-1 and 26-2**

<b>Meeting Date:</b> March 23, 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 a contract amendment with SEH, Inc in the amount of \$119,838. for construction services related to the Emerson Avenue and Mina Alley projects, City Projects 26-1 and 26-2.	
<b>Background</b>	
SEH, Inc. performed engineering, survey, design and bidding for the Emerson Avenue and Mina Alley projects. Now that these projects are entering the construction phase, construction staking, minor project management and as-builts are needed from SEH. Staff are requesting a contract amendment for SEH for construction services.	
<b>Attachments</b>	
<b>Previous Relevant Actions</b>	
6/9/25 - Consultant Contract for Emerson Avenue Improvement and Mina Alley Reconstruction.	
<b>Alternatives</b>	
<b>Financial</b>	
Budgeted: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact
Fund: Streets, Neighborhood Streets, Sanitary Sewer	SEH contract amendment is in the amount of \$119,838 for construction services.
Department:	
Account:	
Amount:	

**Subject: Metropolitan Council 2023 State Bond Fund  
Municipal Inflow and Infiltration Grant**

<b>Meeting Date:</b> March 23, 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 resolution authorizing the Public Works Department to apply for the Metropolitan Council Environmental Services 2023 State Bond Fund Municipal Inflow and Infiltration Grant.	
<b>Background</b>	
The Metropolitan Council offers inflow and infiltration (I/I) grants every few years to assist municipalities in reducing I/I. Funding for this grant comes from the 2023 State Bonding Bill. This grant will reimburse the city for a portion of the upgrades made to the city's sanitary sewer infrastructure between January 1, 2024, and December 31, 2025. Staff will apply for reimbursement funds by March 31, 2026.	
<b>Attachments</b>	
Resolution	
<b>Previous Relevant Actions</b>	
<b>Alternatives</b>	
<b>Financial</b>	
Budgeted: <input type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact
Fund:	Staff anticipate receiving over \$75,000 in reimbursement of sanitary sewer inflow and infiltration related upgrades in 2024 and 2025 as part of this grant.
Department:	
Account:	
Amount:	

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

**RESOLUTION NO. 26-**

**RESOLUTION AUTHORIZING THE CITY OF WEST ST. PAUL  
DEPARTMENT OF PUBLIC WORKS TO APPLY FOR THE METROPOLITAN  
COUNCIL ENVIRONMENTAL SERVICES 2023 STATE BOND FUND MUNICIPAL  
INFLOW AND INFILTRATION GRANT**

**WHEREAS**, the Minnesota State Legislature has appropriated \$12,000,000 in general obligation bond funds for grants to municipalities to reduce inflow and infiltration in their public system infrastructure, administered by Metropolitan Council Environmental Services (MCES); and

**WHEREAS**, the city is billed for wastewater directly by the MCES; and

**WHEREAS**, the city has been identified by the MCES as having exceeded their Inflow and Infiltration (I&I) allowance; and

**WHEREAS**, MCES requires that the City Council adopt a resolution authorizing the City to apply for grant funds.

**NOW, THEREFORE, BE IT RESOLVED** by the West St. Paul City Council that:

1. The Department of Public Works is authorized to apply for and execute these grant funds for work between January 1, 2024, and December 31, 2025.
2. That the Public Works Director be authorized to submit the applications and to serve as the contact person.
3. That the City agrees to remit available grant funding towards the continued minimization or elimination of excessive I&I within the public sanitary sewer system.
4. That the City will secure and retain receipts for all eligible repairs and that MCES will have reasonable access to audit these records upon request.

Adopted by the City Council of the City of West St. Paul this 23rd day of March 2026.

Attest:

\_\_\_\_\_  
David Napier, Mayor

\_\_\_\_\_  
Dan Nowicki, Assistant City Manager

Item

**Subject: Award Bid for the Sports Complex Pavilion Concrete Renovation Project**

<b>Meeting Date:</b> March 23, 2026	
<b>Submitted/Presented by/Department:</b> Eric Weiss, Parks and Recreation	
<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 bid for the Sports Complex Pavilion Concrete Renovation Project to McNamara Concrete Services, Inc. for \$166,355.	
<b>Background</b>	
<p>Historically, the Sports Complex Pavilion has been utilized for horseshoe leagues, but over the years horseshoe participation declined. In recent years, demand for multi-use events, festivals, and gatherings increased. The parks system plan outlines the renovation of the pavilion into a multi-use facility as a way to increase the number of events and programs in the community. The 2026 Capital Improvement Plan allocated \$254,000 for improvements at the pavilion.</p> <p>The top priority is to remove the existing horseshoe pits and failing concrete and replace the pavilion floor with a flat concrete surface. The first phase, is being scheduled for spring such that the pavilion will be ready for summer events, including Explore West St. Paul Days. McNamara is the lowest responsible bidder. City staff recommend that McNamara be awarded the contract.</p> <p>Over the summer, at several upcoming events, city staff will engage the community in conversations about a second phase of improvements. Ideas include but are not limited to new picnic tables, seating, garden beds, an information kiosk, bocce courts, and horseshoe courts.</p>	
<b>Attachments</b>	
<b>Previous Relevant Actions</b>	
Approved Capital Improvement Plan Adopted Parks System Plan	
<b>Alternatives</b>	
<b>Financial</b>	
Budgeted: <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact
Fund: Park Improvement Fund	
Department: Parks	

Item

**Subject: Award Bid for the Sports Complex Pavilion  
Concrete Renovation Project**

Account:	
Amount:	

## Subject: School Resource Officer Agreement

<b>Meeting Date:</b> March 23, 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 type="checkbox"/> Action/Motion	<input type="checkbox"/> Report
<input type="checkbox"/> Resolution	<input type="checkbox"/> Other:
<b>Action</b>	
Approve the School Resource Officer agreement between the City and ISD 197.	
<b>Background</b>	
<p>The City and Independent School District 197 have updated the School Resource Officer Services Agreement originally executed in September 2022. The updated agreement supersedes the prior agreement in its entirety and reflects changes driven by statutory updates, a revised agreement structure, and clarifications to City responsibilities.</p> <p><b><u>KEY CHANGES</u></b></p> <p><i>Agreement Duration and Termination</i> The prior agreement ran through June 15, 2025 and renewed in twelve-month increments with 60 days' notice required before that date. The updated agreement has no fixed end date. It takes effect upon the last signature and renews automatically each July 1 through June 30 until either party provides written notice at least 60 days before the end of a renewal term. This is a meaningful structural shift: the agreement no longer expires on its own and requires affirmative action by either party to end it.</p> <p><i>SRO Duties (Section 2c)</i> The duty list was revised to reflect changes in state statute. The updated language consolidates and modernizes the duty definitions, leading with relationship-building and climate-focused responsibilities before moving to enforcement functions. Several duties from the prior version were consolidated or reframed; no substantive responsibilities were eliminated.</p> <p><i>Data Practices (Section 8)</i> Language was added to reflect statutory updates governing data sharing between law enforcement and school districts. The updated section explicitly acknowledges that MGDPA and FERPA permit school officials and law enforcement to share otherwise-private information when an imminent safety issue is present, which clarifies an area that was addressed in the MOU attachment of the prior agreement but not in the agreement body itself.</p> <p><i>City Responsibilities (Section 6)</i> Two new obligations were added for the City. First, the City will determine whether the SRO wears plain clothes, a modified uniform, or standard attire based on what best supports a positive school climate and student relationships. Second, the City must develop, adopt, and implement a written SRO policy that is identical or substantially similar to the model policy</p>	

**Subject: School Resource Officer Agreement**

<p>established under Minnesota Statutes Section 626.8482. This reflects a statutory requirement and places explicit compliance responsibility on the City.</p>	
<p><b>Attachments</b></p> <p>School Resource Officer Agreement FINAL</p>	
<p><b>Previous Relevant Actions</b></p>	
<p><b>Alternatives</b></p>	
<p><b>Financial</b></p>	
<p>Budgeted: <input type="checkbox"/> Yes</p>	<p><input type="checkbox"/> No Financial Impact</p>
<p>Fund:</p>	
<p>Department:</p>	
<p>Account:</p>	
<p>Amount:</p>	

## SCHOOL RESOURCE OFFICER SERVICES AGREEMENT

This School Resource Officer Services Agreement (“Agreement”) is entered into by and between the City of West St. Paul (“City”) and Independent School District No. 197 (“District”).

WHEREAS, the District and the City desire to maintain a cooperative and coordinated approach to deterring and addressing criminal activity on school property and at District sponsored events and activities;

WHEREAS, the District and the City engaged in a School Resources Officer agreement in September of 2022 and mutually agree that this agreement replaces that agreement in its entirety; and

WHEREAS, Minnesota Statutes section 126C.44 authorizes the District to contract with the City to have peace officers provide police liaison services; and

WHEREAS, Minnesota Statutes section 126C.44 further authorizes the District to levy for an appropriate portion of the costs the City incurs in paying wages, providing benefits, and providing transportation for peace officers who are assigned to perform police liaison officer duties in the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the District and the City agree as follows:

**1. Duration and Termination of Agreement.** This Agreement is effective on the date of the last signature and will automatically renew each year for successive one (1) year terms beginning July 1 and ending June 30 (each a “Renewal Term”), unless terminated as provided below.

Either party may terminate this Agreement at the end of any Renewal Term by providing the other party written notice at least sixty (60) days before the term ends. If neither party provides timely notice, the Agreement will automatically renew for the next Renewal Term.

**2. Definitions.** The following definitions apply to this Agreement:

a. **“Exigent circumstances”** mean circumstances under which the courts permit police officers to execute a warrantless search or seizure; circumstances under which a reasonable police officer would believe that a person presents an immediate and substantial risk of harm to self or others; circumstances under which urgent action is reasonably necessary in order to prevent the destruction of evidence of a serious crime; and circumstances in which a police officer is in hot pursuit of a suspect who is believed to have committed or to have attempted to commit a crime and is in the process of fleeing.

b. **“School Resource Officer”** or **“SRO”** means a licensed peace officer who is employed by the City and is assigned to provide SRO duties or additional services pursuant to this Agreement.

c. **“SRO duties”** include, but are not necessarily limited to, the following:

- fostering a positive school climate through relationship building and open communication;
- protecting students, staff, and visitors to the school grounds from criminal activity;
- serving as a liaison from law enforcement to school officials;
- providing advice on safety drills;
- identifying vulnerabilities in school facilities and safety protocols;
- educating and advising students and staff on law enforcement topics;
- enforcement of criminal laws;
- conducting searches of students, student lockers, student backpacks, school property, and student vehicles as authorized by law;
- recovering lost or stolen property;
- apprehending and prosecuting criminals, including suspected criminals;
- responding to emergencies including, but not limited to, medical emergencies within his or her capabilities and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
- attending trainings provided by the District;
- meeting and collaborating with school administrators and District administrators to develop and work toward mutually agreed upon goals;
- use confidential student records only with the approval of a principal and in accordance with applicable laws;
- making referrals to community agencies which offer assistance to youths and their families with mental health, addiction, etc.;
- assist and testify in student discipline hearings as requested by District administrators where the SRO has direct knowledge of the incident and applicable laws; and
- other tasks as assigned by the City.

d. **“School day”** means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. School days are identified on the District calendar, which is published on the District’s website. Days on which students attend summer school are not school days. For purposes of this Agreement, the “school day” begins at 7:45 a.m. and ends at 3:45 p.m. The SRO is generally expected to be performing SRO duties during the school day; however, the SRO may flex his or her hours in order to avoid working more than forty hours in any workweek while still providing coverage, at the District’s request,

for school sponsored events or activities that occur outside the school day. The SRO will notify the District's superintendent by email when the SRO finds it necessary to flex his or her hours in response to a request to provide coverage for school sponsored events or activities that occur outside the school day.

e. **“School property”** means: (1) any property owned, leased, or controlled by the District where an elementary school, middle school, secondary school, secondary vocational center, alternative learning program, or other school providing educational services is located or used for educational purposes, or where extracurricular or co-curricular activities are regularly provided; (2) the public areas surrounding school property as described in the first clause of this paragraph to a distance of 300 feet or one city block, whichever distance is greater, beyond the school property; and (3) the area within a school bus or other school vehicle when the bus or vehicle is being used to transport one or more elementary or secondary school students.

**3. Financial Considerations.** The School District will compensate the City for SRO services in accordance with the following:

- The total cost for salary, wages and employer paid taxes for a police officer with three years' experience in accordance with the City's wage scale as of July 1 of each year multiplied by 0.6 (60%) plus,
- The actual cost of the assigned officer's fringe benefits including but not limited to employer provided insurances, contributions to retirement and workers compensation times 0.6 (60%) plus,
- Up to \$1,000 per school year (August – June) for incidental expenses, mileage or SRO specific training incurred by the assigned SRO.
- Overtime requested or incurred by the School District shall be paid at 100% of actual cost by the School District.

The City will notify the School District of the total cost of services for the year on or about August 1 of each year. The City will bill the school district 50% on or about September 1 and February 1 of each year.

**4. Services.** The City will provide the services of a police officer to serve as SRO in accordance with this Agreement and a separate memorandum of understanding (MOU) attached to this Agreement as reference. Changes to this MOU may be made from time to time upon agreement by the Superintendent of the School District and the City Manager.

**5. Responsibilities of the School District.** The School District will provide the following for the SRO:

- Access to a secure office including a desk, chairs, filing space
- Access to a computer terminal or internet connection which may be wired or wireless suitable for a VPN connection and compatible with the City's information technology requirements
- Incidental office supplies

- Occasional access to conference and/or meeting space
- Designated parking space near the primary building of office/station
- Additional training specifically related to duties as an SRO as agreed upon by the Superintendent (or designee), the Police Chief and SRO. Costs for SRO specific trainings may be shared between the City and School District upon agreement.

**6. Responsibilities of the City.** The City will provide the following:

- A sworn police officer employed by the City for up to 40 hours a week (excluding City holidays) starting up to two weeks before the first day of school each year until one week after the last day of school.
- Computer, monitor and other peripheral technology items necessary
- Equipment specific to police operations
- Police training for the SRO, in accordance with the City's training policies and all applicable laws, including Minnesota Statutes Section 626.8482.
- Materials specific to police needs
- Squad car and/or vehicle as needed. The City is not required to provide a marked squad car or City vehicle but may do so at the City's sole discretion and cost.
- The City will determine whether the SRO will wear plain clothes, a modified uniform, or other changes to the regular attire of a licensed police officer in order to foster a positive school climate, facilitate the establishment of positive relationships with students, and promote open communication.
- City will develop, adopt, and implement a written policy regarding school resource officers that is identical or, at a minimum, substantially similar to the model policy adopted by the board under subdivision 5 of Minnesota Statutes Section 626.8482.

**7. Liability and Indemnification.** Each party is solely responsible for any and all acts and omissions of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify the other party from any and all damages, liability, judgments, claims, expenses, attorney fees, and costs resulting from any act or omission of any of its officers, employees, officials, agents, or representatives. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and nothing stated in this Agreement may be deemed to constitute a waiver of those limits

**8. Data Practices.** All government data that are collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable federal and state laws, including, but not limited to, the Minnesota Government Data Practices Act ("MGDPA"). The parties recognize that educational data maintained by the District are protected under the MGDPA and under and the Family Educational Rights Privacy Act ("FERPA"), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless the District is reporting a crime or another statutory exception applies, the District may not disclose private educational data to a SRO without the written consent of the student's parent or guardian (or the written consent of the student if the student is eighteen years of age or older); a lawfully issued subpoena; or a court order. The parties further acknowledge, however, that both MGDPA and FERPA generally allow for school officials and law enforcement (including the SRO) to discuss the specifics of a situation, including pertinent details that may otherwise be private, when an

imminent safety issue is present. Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the District's responsibilities under FERPA.

**9. Relationship of the Parties.** Nothing in this Agreement may be construed to create a partnership or joint venture between the District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the Minnesota Government Data Practices Act, each party is considered to be an independent contractor relative to the other party.

**10. City's Authority.** Although the SRO will work collaboratively with the District's Superintendent, Principals, and their designees, the SRO will be supervised by the City and, more specifically, a Sergeant and the Chief of Police. The Sergeant and Chief of Police are responsible for determining the SRO's work assignment and ensuring compliance with the Police Department's directives.

**11. SRO Employment Status.** At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs and is solely responsible for all employment and administrative functions related its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g. workers' compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances.

**12. Objections to Personnel.** The City will undertake reasonable efforts to assign peace officers who are acceptable to the District. The District's Superintendent will notify the Chief of Police in writing of any concerns related to the performance of an SRO. Any request for reassignment of an SRO that is based on work-related concerns must be made in writing to the Chief of Police. The City will have thirty (30) calendar days to demonstrate to the District's satisfaction that the concern has been addressed.

**13. Prohibited Actions.** In the absence of exigent circumstances, a peace officer who is employed by the City may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of minor investigation; (b) the crime has occurred, is alleged to have occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal, from the student's parent or guardian, or from the student, if the student is eighteen (18) years of age or older. In addition, the SRO will not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity. The SRO may not participate in any interviews with news media regarding incidents that occur on District property.

**14. No Unlawful Discrimination.** The District and the City each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all

applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin. In addition, the District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin.

**15. Interpretation.** This Agreement shall not be construed more strictly against one party than against the other by virtue of the fact that it may have been prepared by one of the parties. Both parties have had the opportunity for administrative and legal review and have contributed substantially and materially to the preparation of this Agreement.

**16. Construction.** The headings and sections of this agreement are for convenience and reference only and do not form a part hereof, and in no way interpret or construe such sections and subsections. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neutral shall be freely interchangeable.

**17. Parties in Interest.** This Agreement is for the sole benefit of the City and School District and no third party is intended to be a beneficiary of or have the right to enforce this agreement

**18. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

**19. Choice of Law, Forum and Severability.** This Agreement is governed by the laws of the State of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

**20. Entire Agreement, Changes, and Copies.** This Agreement constitutes the entire agreement between the District and the City regarding SRO duties and additional services. This Agreement supersedes any inconsistent statements or promises made by either party. This Agreement also supersedes and terminates any prior or existing agreements or contracts regarding the same or any similar subject matter. Neither party has relied upon any statements, promises, agreements, or representations that are not stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by both parties. A copy of this Agreement has the same legal effect as the original.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates recorded by their signature. By signing below, each party specifically acknowledges that it has read this

Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

**FOR THE CITY**

**FOR THE SCHOOL DISTRICT**

\_\_\_\_\_  
Mayor  
City of West St. Paul

\_\_\_\_\_  
School Board Chair  
ISD 197

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk  
City of West St. Paul

\_\_\_\_\_  
School Board Clerk  
ISD 197

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ATTACHMENT A**  
**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**CITY OF WEST ST. PAUL, MN**  
**and**  
**INDEPENDENT SCHOOL DISTRICT 197**

**Terms and Conditions of Employment**

The SRO will be a sworn police officer employed by the City of West St. Paul Police Department (City). The SRO will report to the Administrative Sergeant of the Police Department. Nothing in this or any other agreement overrides the rights and responsibilities of the City with regard to the employment of the SRO as an officer or supersedes the assigned officer's rights and privileges under the City's contract with bargaining units.

Officers are entitled to sick and vacation days. The assigned officer is encouraged to use vacation days during school breaks and when school is not in session.

- Use of sick time – the SRO will notify an appropriate school representative if the sick time is to be taken during a school day. Whether the day sick time is to be used is a school day or not, the officer will notify their immediate supervisor in accordance with normal department procedures.
- Use of vacation time – the SRO will communicate with the appropriate school representative if vacation time is to be used during school days as well as their immediate supervisor and obtain vacation approvals in accordance with normal department procedures.
- Expectation of 40 hours – The SRO is expected to work 40 hours per week, or use a combination of worked hours, sick and/or vacation time to account for 40 hours each week for all 52 weeks of the year, excepting holidays.
- Unless an absence is caused by an emergency, the SRO will provide reasonable notice to the Principal or Principal's designee if the SRO will be absent from the District. The City will make reasonable attempts to schedule activities in a manner that minimizes the SRO's absences from the District during school hours.
- If an SRO is absent for more than 10 consecutive school days, the City will assign another licensed peace officer to serve as a temporary replacement and perform the regular SRO's duties during any additional absences.
- Overtime – The School District may request overtime if necessary, all overtime must be approved through normal department procedures.

**Objectives of the SRO Position**

The SRO will work towards carrying out the mission of the West Saint Paul Department within the school community. The SRO will act in his/her capacity and authority as a Police Officer for the City of West Saint Paul to provide a safe learning environment, to prevent crime, and to investigate and solve crimes.

### **School Discipline Overview**

~~Generally, the school administration will handle school discipline. The SRO can and should provide encouragement to follow school rules (“Do you have a pass?” “Time to get to class.”). If the SRO is interacting with a student around school rules, and escalation seems likely, the SRO should avoid further engagement with the student (excluding situations of criminal activity and imminent danger) and seek out a school administrator. It is not the SRO’s responsibility to enforce school policy unless it involves imminent danger or criminal activity.~~

In the event the SRO is called upon to respond to suspected criminal activity, separate investigations will take place in accordance with FERPA, MGDPA and other applicable laws and regulations. The SRO’s investigation will seek to determine potential criminal activity and associated charges. The school’s investigation will seek to determine potential school policy violations and associated discipline. The SRO shall not be present for school investigation interviews unless there exists a perception of imminent danger or threat of same.

### **Data Practices Overview**

While the district’s intent and desire is to fully cooperate with law enforcement and the SRO as they fulfill their duties, there are a number of legal restrictions when it comes to data sharing. Both the Minnesota Government Data Practices Act (MGDPA) and the Family Educational Rights Privacy Act (FERPA) contain the majority of data privacy requirements for school districts.

First and foremost, both MGDPA and FERPA generally allow for school officials and law enforcement (including the SRO) to discuss the specifics of a situation, including pertinent details that may otherwise be private, when an imminent safety issue is present. Outside of imminent safety concerns, SROs can access directory information and other public data about students. Generally, outside of an imminent safety issue, private school/educational records are protected and require permission from the court for schools to release the data. Two other notable exceptions are reports under the Maltreatment of Minor Act, and when the guardian has given written informed consent to the school district.

### **Summary of Assignment Duties**

- Follow all policies and procedures of the West St Paul Police Department (WSPPD).
- Follow the WSPPD chain of command.
- Work closely with the school administration and staff.
- Work with building facilities personnel on issues related to building security.

- Notify the school administration before leaving the building during the duty day unless it is a crisis situation that does not allow time to do so. In that case, notify the school administration as soon as possible.
- Refer school disciplinary actions to school administration.
- Work closely with school staff to identify pre-delinquent youth (at risk) and will assist in locating the appropriate resources necessary to prevent delinquent acts.
- Work closely with school administration in planning emergency preparedness and exercises (i.e., lockdown procedures, security plan review, etc.).
- Serve as a conduit of information between students, staff, parents, Dakota County Social Services and court agencies.
- Attend regular meetings of staff, police, Dakota County Criminal Justice officials (probation, 360 Communities, county attorney), Dakota County Social Services staff, and other staff deemed necessary to enrich the learning environment or increase the safety of the schools.
- Will work with School District personnel and Dakota County officials on truancy issues.
- Complete appropriate police reports, according to policy and provide a detail of daily activities.
- As requested by the administration, meet with parents and educators (staff) as necessary to facilitate conflict resolution within the school.
- Be notified when crisis response has been activated by the school on any problem or notifies school administration when crisis response is needed.
- Generally, the SRO will seek to be in the halls and other common areas before school, as well as throughout lunch and passing periods, to develop a positive working relationship with all students. The SRO will also be in the halls and/or common areas during other periods of the day whenever other duties are not required.
- Intervene and take appropriate legal action when the welfare of school staff, students, etc. may be in danger.
- Provide education programs as requested.
- Provide in-service education as requested.
- Work at promoting a positive image of ISD 197.
- Meet regularly with other SROs in Dakota County.
- Stay current on industry trends and requirements.
- Know resources and contacts in Dakota County Criminal Justice System.

### **Position Requirements**

The SRO will have at least 24 months of service to the West Saint Paul Police Department and/or possess special skills/training related to working with juveniles.

Additionally, the SRO will:

- Maintain regular communication with school and the Dakota County Communication Center.
- The officer will wear a class C uniform.
- Continually work to improve knowledge related to juvenile justice issues.
- Be reassigned as needed by the department when not under contract.
- Continue to attend POST courses as needed to maintain license and/or required by the department. (Will notify school in advance of absences).
- Will respond to emergencies as needed outside of school.
- Will work with staff at all ISD 197 schools.

### **Selection of the SRO**

The City will solicit applications/letters of interest from officers for the SRO assignment. The City will forward the names and relevant information of qualified officers to the School District. Determining which officers are qualified is at the sole discretion of the City. The School District will interview and select an SRO from the slate of candidates offered to the School District.

### **Performance and Dismissal of the SRO**

- The City shall solicit feedback from the School District as to the performance of the SRO during the SRO's performance evaluation.
- Should the School District have a concern with the performance of the SRO – the School District should not address the performance issues directly with the SRO. The School District will contact the direct supervisor of the SRO to discuss and work collaboratively to mediate and resolve any issues.
- The Chief of Police reserves the right to dismiss or reassign an SRO based upon violations of the City or Department's rules, regulations and general orders OR below standard performance in the SRO duties.

### **FOR THE CITY**

---

Nate Burkett  
City Manager

Date

### **FOR THE SCHOOL DISTRICT**

---

School Board Chair

Date

~~Peter Olson Skog~~

~~Date~~

~~Superintendent~~

---

School Board Clerk

Date

## Subject: West St. Paul Baseball Concession Stand Agreement

<b>Meeting Date:</b> March 23, 2026	
<b>Submitted/Presented by/Department:</b> Nate Burkett, City Manager	
<b>Action Type</b>	
<input type="checkbox"/> Consent Item	<input checked="" 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>	
Direction to the City Manager to execute the agreement, with or without changes.	
OR	
Approve the agreement with, or without changes.	
<b>Background</b>	
<p>The primary issue with this agreement, as staff understands it, is that WSP Baseball wants exclusive use of the concession stand at Harmon Park to continue through the TRAA tournament, as has been practice in the past. To the best of our knowledge and belief the remainder of the agreement is acceptable to WSP Baseball.</p> <p>Two youth baseball associations use Harmon Park: WSP Baseball (WSPB) and Two Rivers Athletic Association (TRAA), both serve a significant number of WSP kids</p> <p>Field fees were updated last season for the first time since 2013-14, resulting in an increase of approximately 30-40%; this is based on approved fee schedules and actual maintenance costs, and still does not cover actual costs. This has added to overall tensions.</p> <p><b>THE DISPUTE</b></p> <ul style="list-style-type: none"> <li>• WSPB has historically had exclusive use of the Harmon concession stand throughout the season</li> <li>• Staff has some concerns with the historic maintenance and care of the concession stand, as well as whether or not WSPB has the appropriate permits from the State</li> <li>• WSPB wants to retain exclusive control through the end of July, including during TRAA's tournament weekend when TRAA has rented every other field at Harmon</li> <li>• Staff has made its determination that WSPB may have exclusive use through their tournament but that it is fair for TRAA to operate the concession stand during their tournament.</li> <li>• WSPB has not accepted staff's determination; we are bringing this to Council to affirm or override staff's recommendation</li> </ul>	

## **Subject: West St. Paul Baseball Concession Stand Agreement**

### WHY STAFF BELIEVES OUR POSITION IS REASONABLE

- Participation numbers do not support a strong preference for one association: WSPB has roughly 90 WSP kids, TRAA has roughly 70
- WSPB's exclusive access does not end until after their season is fully complete, including their year-end tournament; they are not losing anything mid-season
- TRAA's tournament falls the very next weekend after WSPB's; they have rented all other fields that weekend and access to the concession stand is a reasonable expectation
- WSPB already receives free upstairs storage at the concession stand at no charge; their overall arrangement is already favorable

### THE EQUIPMENT INVESTMENT

- The City is investing in new concession equipment at Harmon; this is a meaningful commitment of public dollars
- The stand has not been well maintained under the prior arrangement and that is not acceptable going forward
- Any association granted access will be required to sign a use agreement with clear maintenance and upkeep expectations before they get the keys; we intend to hold users accountable to take care of this facility

### STAFF RECOMMENDATION

WSPB exclusive concession access from one week before the season opens through the Tuesday after their year-end tournament, which falls on the first full weekend after the Fourth of July. TRAA access the following weekend during their tournament, when they have rented all other fields at Harmon. General rental availability thereafter. Access for any user is contingent on a signed use agreement with maintenance expectations.

The attached draft agreement is the last draft sent by the City to WSP Baseball's assigned representative.

Staff requests that the Council give direction on this matter to staff. It is expected that representative(s) from WSP Baseball are in attendance to share their position on the matter.

Normally, the City Manager may execute an agreement of this nature, but due to the dispute, staff is asking for the Council to determine the direction. The Council may give direction at to the City Manager to finalize the agreement, or approve the agreement.

**Subject: West St. Paul Baseball Concession Stand Agreement**

Attachments	
Attachment - 20260206 WSP Baseball Use Agreement DRAFT v3	
Previous Relevant Actions	
Alternatives	
Financial	
Budgeted: <input type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact
Fund:	
Department:	
Account:	
Amount:	

**CITY OF WEST ST. PAUL**  
**BASEBALL FIELD AND FACILITY USE AGREEMENT**  
**WITH WEST ST. PAUL BASEBALL ASSOCIATION**

This Use Agreement (“Agreement”) is entered into between the City of West St. Paul (“City”) and the West St. Paul Baseball Association (“Association”).

The purpose of this Agreement is to establish the terms under which the Association may use baseball fields, concession areas, storage areas, and related facilities at Harmon Park for youth baseball programming and related activities.

**1. DEFINITIONS**

Fields means all baseball fields and appurtenant baseball-related structures located at parks owned and operated by the City of West St. Paul.

Tournament Weekend means the Friday through Sunday weekend immediately following July 4 each year.

**2. TERM OF AGREEMENT**

This Agreement is effective upon approval by the City Council and remains in effect for one calendar year. It may be renewed annually upon mutual agreement of the City and the Association.

**3. AUTHORITY OF THE CITY**

The City retains full authority over all parks, fields, facilities, and scheduling priorities in accordance with the City’s adopted field use policies. This Agreement supplements and does not replace the field use policies. Where this Agreement is silent, the policies govern. Where this Agreement conflicts with the policies, the policies control unless expressly modified in writing by the City Manager.

**4. COMPLIANCE WITH LAWS AND POLICIES**

The Association shall comply with all applicable federal, state, and local laws, City ordinances, facility rules, health codes, and all City field use policies.

**5. CITY INITIATED CLOSURES**

The City may close the Fields at any time due to weather, safety concerns, unplayable conditions, maintenance needs, or operational requirements. If the City closes a Field for a reserved date, the Association will receive a refund or escrow credit for that date’s field-use fees. The City has sole discretion to determine field playability and closure.

**6. BILLING AND PAYMENT**

## 6.1 Fee Schedule

All field-use fees, light-use fees, tournament fees, and any other applicable charges will be assessed in accordance with the City's adopted fee schedule as approved or amended by the City Council.

## 6.2 Cost Estimates and Invoicing

Preseason estimates and invoices will be prepared in accordance with the City's Field Use Policies.

## 7. FIELD AND PARK MAINTENANCE

### 7.1 City Responsibilities

The City will prepare the Fields once per day during the Association's scheduled use: weekdays by 5:00 p.m., and tournament days by 8:00 a.m. Preparation includes dragging, lining, trash removal, and placing the Fields in playable condition. The City will provide equipment and materials needed for the Association to maintain the Fields during use. In instances in which field play goes late into the evening and begins early the next day, user groups will need to assist in field preparation as motorized equipment and lights are not allowed after 10 pm or before 7 am.

### 7.2 Association Responsibilities

The Association shall drag, chalk, and maintain Fields between practices and games; remove all trash daily from fields, dugouts, spectator areas, bullpens, and concession areas; and place all trash in park dumpsters. The Association must leave fields in reasonable condition at the end of each day and return equipment to storage.

### 7.3 Excessive Cleanup or Repair

If the City must perform cleanup or repair beyond normal wear and tear, the Association will be billed in accordance with the City's policies.

### 7.4 Protection of Fields

The Association shall not use the Fields during unplayable conditions or when City staff have closed the Fields.

## 8. CONCESSION STAND USE

### 8.1 Exclusive Use Period

The Association has exclusive use of the Harmon Park concession stand from one week prior to the beginning of the season until the Tuesday immediately following the Associations tournament weekend. The Association is not required to but is permitted and encouraged to allow other associations and organizations to use the concession stand

during the exclusive use period. If requested, the City will assist with checking in and checking out other associations using the concession stand under this section.

## 8.2 Fee and Revenue Structure

The Association pays no fee for concession use and retains all revenues.

## 8.3 City Responsibilities

At the City's sole discretion, the City provides concession equipment (e.g. popcorn machine, hot dog roller, steamer pans, refrigerator, freezer or microwave if applicable, and shelving) and maintains such for normal wear and use. Utilities will be provided. The City does not provide perishables or consumables. The City may inspect the premises at their discretion during the exclusive use period and require the Association to perform cleaning or maintenance.

## 8.4 Association Responsibilities

The Association must maintain the stand in sanitary condition, comply with health codes, supply all food and consumables, report equipment issues promptly, and return the stand in similar condition at checkout. The stand must be operated on tournament or multi-game days during the exclusive use period. If the City requires cleaning or maintenance during the exclusive use period the Association must resolve cleaning or maintenance requirements within three days.

The Association shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses, including permits from state health department. The Association acknowledges and warrants that it is or will make itself through its responsible concession managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the concession facilities, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, historic preservation, environmental impacts, and State building codes and regulations.

## 8.5 Damage

Damage caused by misuse or failure to clean will be billed to the Association at actual repair or maintenance cost, inclusive of staff time if required.

## 9. STORAGE USE

The Association has exclusive, year-round use of approximately half of the storage area in the upper concession stand at no charge. The Association must maintain it in good order, exercise reasonable care, avoid storing hazardous materials, report issues, and not modify the space without permission. Damage caused by misuse will be billed. The City will use the remaining space for storage of City equipment.

10. INSURANCE

The Association must maintain commercial general liability insurance naming the City as Additional Insured, sexual misconduct/molestation coverage, and workers' compensation if it employs staff. Certificates must be provided before field use each season.

11. INDEMNIFICATION

The Association shall defend, indemnify, and hold harmless the City from claims arising out of the Association's activities, except where caused by the City's negligence.

12. TERMINATION

The City may terminate for cause at any time or without cause with 30 days' notice. The Association may terminate with notice. Outstanding charges remain due upon termination.

13. MISCELLANEOUS

This Agreement may not be assigned without City approval. Amendments must be in writing. Minnesota law governs. Data provided to the City may be subject to the Minnesota Government Data Practices Act. If any provision is invalid, the remainder stands.

SIGNATURES

City of West St. Paul

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

City Manager

West St. Paul Baseball Association

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

Title:

**Subject: Conditional Use Permit to Allow an On-Sale Liquor Establishment and Outdoor Seating at 963 Robert St. S.**

<b>Meeting Date:</b> Monday, March 23, 2026
<b>Submitted/Presented by/Department:</b> Melissa Houtsma, Community Development
<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"/> Resolutions (2) <input type="checkbox"/> Other:
<b>Action</b>
<p>Move to approve:</p> <ol style="list-style-type: none"> <li>1. The conditional use permit to allow an on-sale liquor establishment in a B-5, Gateway North Mixed-Use zoning district at 963 Robert St., subject to the conditions recommended by staff.</li> <li>2. The conditional use permit to allow an outdoor seating area in a B-5, Gateway North Mixed-Use zoning district at 963 Robert St., subject to the conditions recommended by staff.</li> </ol>
<b>Background</b>
<p>Tatiana Kilgore has submitted a conditional use permit application for an on-sale liquor establishment (beer and wine) and outdoor seating (less than eight seats) at 963 Robert St. If approved, the business would occupy the vacant southern portion of the building with a restaurant/café offering food such as pizza, sandwiches, and pastries as well as coffee, beer, and wine. This location would be an expansion of the franchise currently in Atlanta, Georgia, <a href="#">The Bougie Grazer</a>. In addition to the restaurant space, the applicant is also proposing to have three small outdoor tables, each with two chairs, near the entrance (west side) of the building. Additional information on the proposed project can be found in the attached planning commission memo.</p> <p><u>Planning Commission Meeting</u></p> <p>The planning commission met in regular session to review the application and held a public hearing. No one from the public came forward or called in to speak on the item.</p> <p>The planning commission discussed the following items:</p> <ul style="list-style-type: none"> <li>• Inquiry about the history and reasoning behind only allowing non-fortified wine in the outdoor seating area.</li> </ul>

**Subject: Conditional Use Permit to Allow an On-Sale Liquor Establishment and Outdoor Seating at 963 Robert St. S.**

- Staff clarified that the limitation of only serving non-fortified wine is specific to the number of seats, as the zoning code has different requirements for the conditional use if the patio has more or less than eight seats. If the patio contains more than eight seats, the area then has to be fully enclosed, but is then able to serve other types of alcohol.
  - It was further discussed by the commission the merits of limiting the patio area to just a type of wine and not beer, etc. and if this is something that warrants additional review and possibly an amendment to the zoning code.
  - How the current proposal differs from the Bougie Grazer as it is shown on the current website, the existing locations seem to have a larger focus on catering and classes compared to the current application.
    - While the applicant was not present to speak in detail about this, staff summarized information from the submitted narrative and discussions with the applicant. The proposed use would indeed have less of a focus on catering and classes, with the primary focus being a café restaurant, with occasional instances of hosting private events or classes.
  - A few commissioners mentioned their interest in expanding the outdoor seating area to occupy a couple of the existing parking stalls, particularly as the site has a surplus of parking.
    - Staff and the commission agreed that this wasn't appropriate to require as a condition, but worth further review and discussion if the applicant and property owner were interested.
    - The possible difficulty in enforcing the allowance of strictly non-fortified wine on the patio area was also mentioned. Which, if interested, could be resolved by expanding the patio and enclosing it, which would then allow for both beer and wine.
- Ultimately, the commission voted 9-0 to recommend approval of both the conditional use permit applications as recommended by city staff.

<b>Attachments</b>
Application and narrative Planning commission memo and presentation Draft resolutions
<b>Previous Relevant Actions</b>
N/A
<b>Alternatives</b>

**Subject: Conditional Use Permit to Allow an On-Sale Liquor Establishment and Outdoor Seating at 963 Robert St. S.**

If city council is not satisfied with the proposal or condition(s) as written, please advise staff of the desired changes and/or recommendations.	
<b>Financial</b>	
Budgeted: <input type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact
Fund: N/A	
Department: N/A	
Account: N/A	
Amount: N/A	



1616 Humboldt Avenue  
West St. Paul, MN 55118

651-552-4100  
www.wspmn.gov

### CONDITIONAL USE PERMIT APPLICATION

Application Fee: \$300  
Escrow (residential): \$500  
Escrow (commercial): \$1,000  
Total Fees<sup>1</sup>: \$1,300

CITY STAFF USE ONLY	
Case No:	26-03
Date Received:	02/02/2026
60 Day Date:	04/03/2026
Receipt No:	2026-0071

Street Address of Parcel: 963 S. Robert Street West Saint Paul

#### Applicant Information

Name: Taticiana Kilgore  
Address:  
Phone # Email:

#### Owner Information (if different from applicant)

Name: Thomas Bracken  
Address:  
Phone # Email:

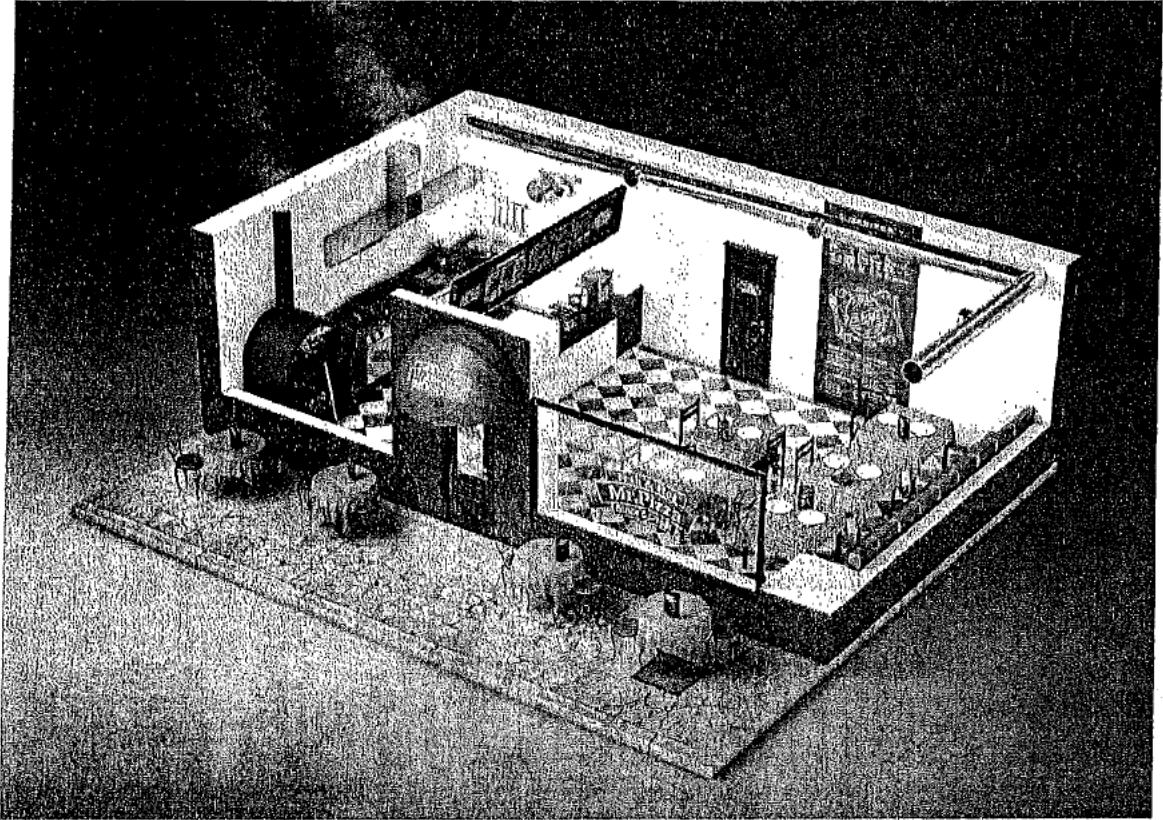
#### Site Information

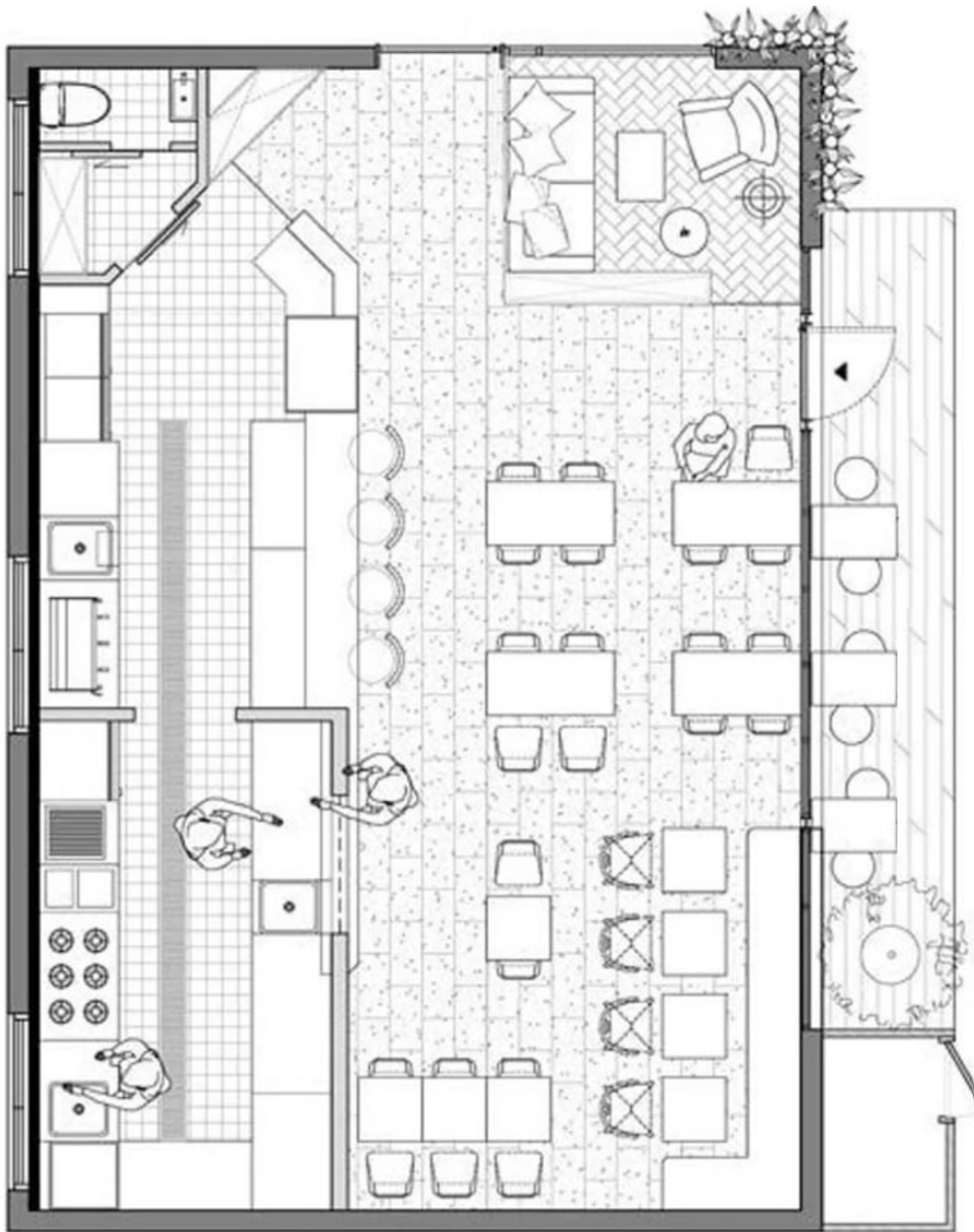
Legal/PID# 42 23 72 60 10 12  
Present Zoning: B2, Neighbor Hood business  
Existing Use of Property: out door patio Scantary food truck stops. to serve Beer/wine  
Description of Request (including proposed use): Customer service Base  
food sales, experiences, Cocktail. Shushie machines. PIZZA Bar.

Required Attachments and Exhibits <sup>2</sup>
<input type="checkbox"/> <b>Narrative</b> outlining how the proposed use of the property meets the evaluation standards outlined in section §153.028 of the city code. A list detailing the number of employees, anticipated number of customers, days and hours of operation, and all measures that will be taken to address possible impacts to adjacent properties and infrastructure.
<input type="checkbox"/> <b>Electronic and paper plan sets</b> , prepared and signed by a registered civil engineer, architect, and/or a landscape architect, showing all information listed below. Submittals shall include ten 11"x17" copies and one 24"x36" copy of the plans and all plans must be printed to scale.
<input type="checkbox"/> <b>Map of the property</b> as well as all properties within 150 feet of the subject property.
<input type="checkbox"/> <b>Drainage and topography</b> existing and proposed, if being altered.
<input type="checkbox"/> <b>Site layout</b> including existing and proposed parking layout, access and flow to allow for service in and around the site for pedestrians and automobiles, curbing type, location and dimensions of structures, landscaping including type and size, screening measures such as fencing, walls, etc. including materials and height, lighting provisions including location, type, and footcandles.

Signature and Acknowledgement <sup>3</sup>	
Signature of Applicant: <u>Tatiana Kilgore</u>	Date: <u>1-15-26</u>
Signature of Owner: <u>[Signature]</u>	Date: <u>1/20/26</u>
<i>(if different from applicant)</i>	

1. Fees payable at the time of application are not refundable unless the application is withdrawn prior to being sent for legal publication and notice. Fees shall include application fee, filing fees, consultant, legal, planning, and engineering fees. Escrow amounts are a credit toward all reasonable fees and expenses charged staff and consultant time necessary in the investigation, report, and recommendation to the city council concerning the application.
2. All application materials and fees must be filed on or before the dates listed on the submittal calendar on the zoning page of the City of West St. Paul website. Meeting with city staff is encouraged prior to all submittals.
3. I hereby certify that I have read and reviewed this application and know all statements to be true and correct. All work herein mentioned will be done in accordance with all codes and ordinances of the City of West St. Paul and the State of Minnesota. I further understand that this application and related contents may be released to other local government agencies for review.





**Improvements Analysis**

Property Type:  
Tanancy:  
Number of Buildings;  
Number of Stories:

Gross Building Area:

Occapancy Characteristics:

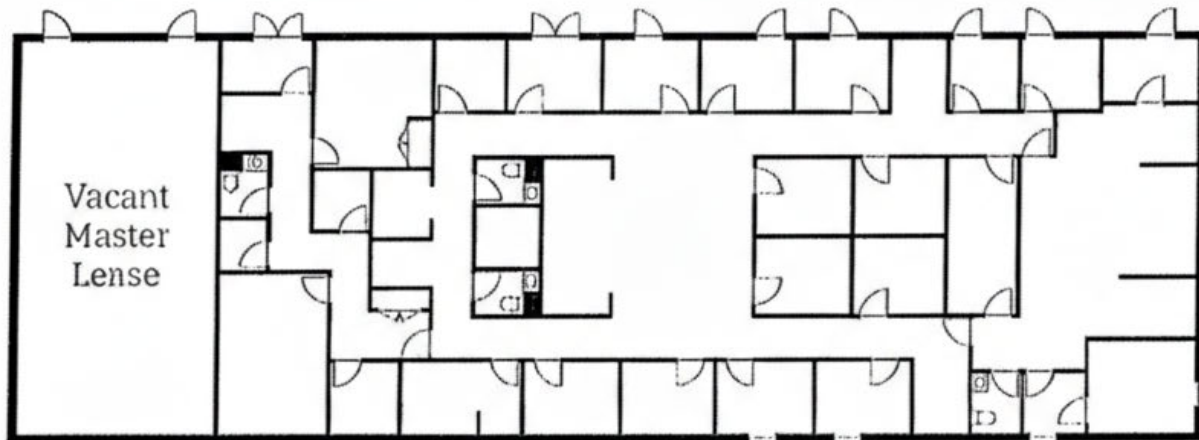
**Building Efficiency:**

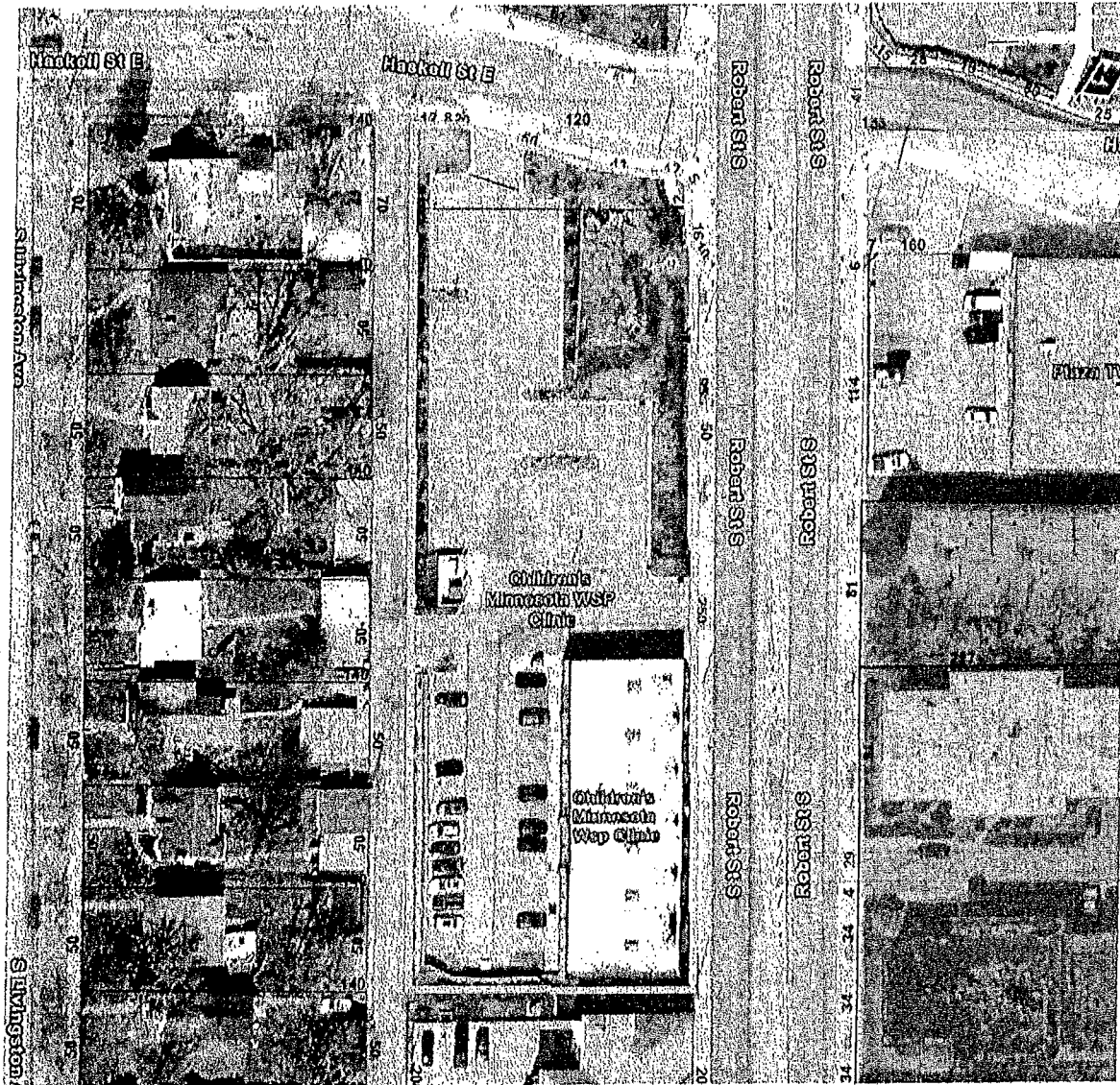
The subject consists of a single story, multiple tenant medical office or commercial property.. The improvement is accessed at grade on the subject's west elevation. The property is partitioned into two tenant suites.

The subject features a 6,937 SF suite which is occupied by Children's Minnesota Clinic. This is a typical medical office sulte. This sulte is partitioned into an entryway and lobby area, four single fixture restrooms, offices, lab area, common office and lab area, storage rooms, break room, and +/-15 exam rooms.

The subject features 1,445 SF unocoupled space which is finished to shell specifications. This portion of the property ia climate controlled and festures partition finishes only. There is no ceiling finish or lighting and the floor is not fully poured. This is typical for unfinished space as the plumbing can more easily be installed once design specifications are provided..

A floor plan of the subject is inserted as follows:





Aerial/Plat Overlay

(Please note that the Plat/Overlay depiction may vary due to scale/resolution/imagery angle)

## Proposals

### Bloom by Mari Café

Hello, my name is Tatiana Kilgore working with my dear friend Shandra Turner Founder of the Bougie Grazer. [www.thebougiegrazer.com](http://www.thebougiegrazer.com) She currently has 2 functional and operating cafes in the state of Atlanta. We would like to franchise her location, bringing to the state of MN.

I am an Inver Grove Heights Resident looking to invite more experience and good food into the community.

My goal is to bring the community together, Youth Focus

Provide summer jobs to the youth ages 15-22 years, I want to include mentorships and programing for the youth.

Cafe shops specialty coffee drinks/cocktails that catered to families and friends and mostly the community and diversity.

I want to bring back family nights and experiences for adults and kids' things you will enjoy for a family day out. I would invite vendors or have my students/ mentees create ideas such as pizza workshops or cake baking classes or creative arts/ ideas.

What am I selling?

This business/Cafe, and creative space would Like to cater to the community-

Things we sale?

Pizza bar, Salad bar, panni sandwiches, pastries Desserts, brunch food Charcuterie boards. Will also have a night menu.

Refreshing Beverages coffee and cocktails.

I would like to sale/incorporate- beer and wine sales and have a wine slushie Machine for daiquiri machine during the summer to cater to the grownups/adults.

Hours of operation would be Monday through Friday 8am-11 pm, Saturday 9am-12am.

Looking for staff up to 10 individuals

3 staff at a time

Sales minimum of 500.00-1000\$ potential sales I hope to sale 1500-5,000\$ daily

Including small meeting creative classes.

Another added plan only if possible?

For weekend hours only,

I would like to incorporate food trucks to park in this lot for the summer months only-

I would call it The Food truck Pit or Pit stop

I think this is another great summer event for the weekends coordinated with 6-10 good food vendors all licenses food trucks and they can park in the same lot and have the community come out on the weekends to do food tasting each week from different vendors. This is something I would coordinate and manage effectively. Friday- Sunday evening 5pm-1 am People are usually hungry late night, and I think this will be cool for community experience and to support thriving young and old food business.

This is an extended ask. I'm not official but would like to know my options if this is even possible or could be approved.

Please reach out to me for any questions! I look forward to this process, thank you

Tatiana Kilgore

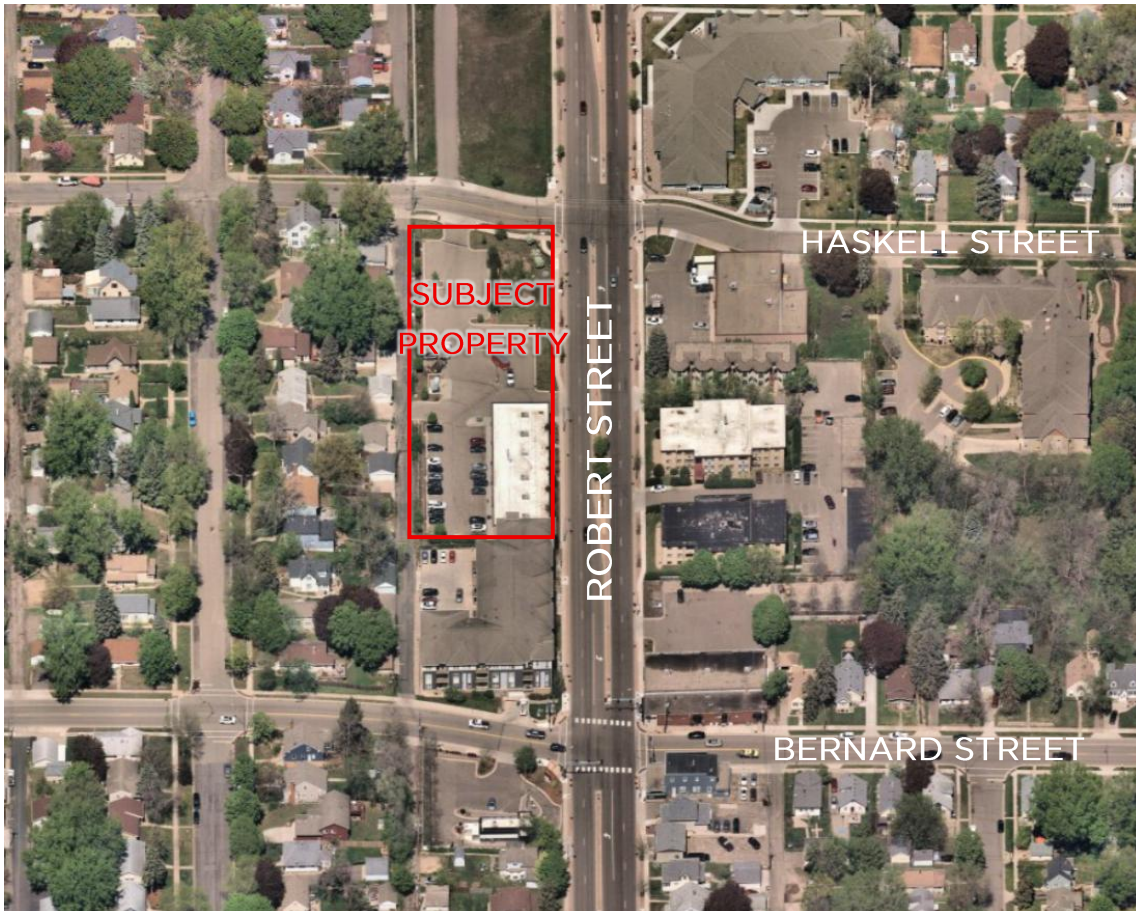
To: Planning Commission  
Through: Ben Boike, Community Development Director  
From: Melissa Houtsma, City Planner  
Date: March 17, 2026

**PC Case: 26-03: Conditional Use Permit to Allow an On-Sale Liquor Establishment and Outdoor Seating Area at 963 Robert St. S.**

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**REQUEST:**

Tatiana Kilgore has submitted a conditional use permit application for an on-sale liquor establishment (beer and wine) and outdoor seating (less than eight seats) at 963 Robert Street South.



**ATTACHMENTS:**

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Application and narrative  
Public hearing notice  
Staff presentation  
Draft resolutions

## Surrounding Land Uses and Zoning

The subject property as well as the properties to the north, east, and south are guided in the 2040 Comprehensive Plan for mixed use and the properties to the west are guided for low density residential.

	Land Use	Zoning
Subject Property	Commercial	B-5, Gateway North Mixed-Use
North	Vacant	B-5, Gateway North Mixed-Use
East	Residential	B-5, Gateway North Mixed-Use
South	Residential	R-4, Multiple Family Residential
West	Residential	R-1, One Family Residential

## CONDITIONAL USE PERMIT ANALYSIS:

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### Zoning Ordinance

Section 153.206 of the city code states that within the B-5, Gateway North Mixed-Use district, no structure or land shall be used for one or more of the following uses except by conditional use permit:

- (G) On-sale liquor establishments
- (H) Outdoor seating, provided it complies with the requirements of § 153.156(F)

Section 153.156 (F) reads

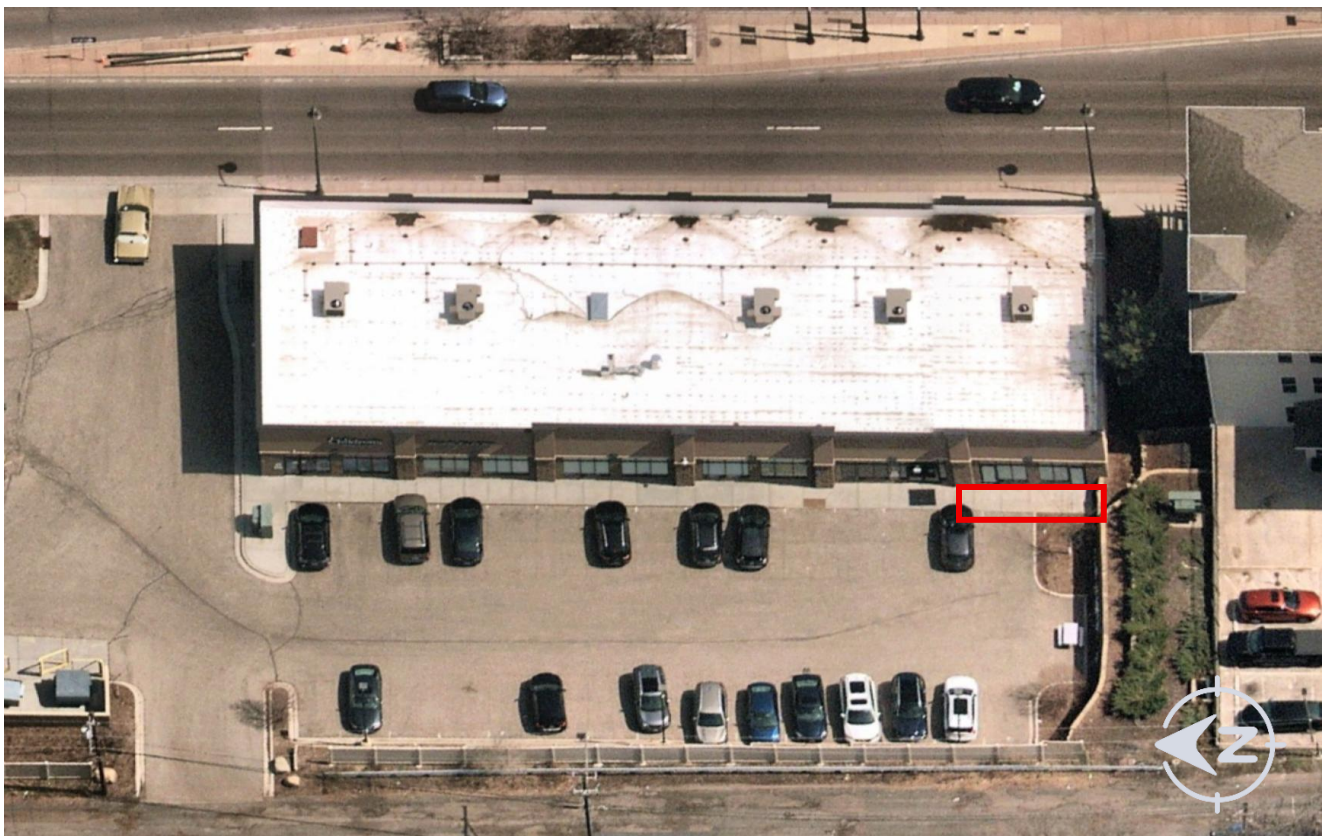
- (1) Seating areas shall be shown on a seating plan, identifying the number of tables and chairs and their approximate location.
- (2) Seating areas shall be located on private property.
- (3) Seating areas shall not obstruct required accesses, entrances or exits.
- (4) A minimum of a four-foot walkway shall be provided between tables.
- (5) If the principal use abuts a residential zoning district, outdoor electronic speaker devices shall not be operated between 9:00 p.m. and 7:00 a.m. For all other zoning districts, outdoor electronic speaker devices shall not be operated between 10:00 p.m. and 7:00 a.m.
- (6) Tables and chairs shall be maintenance free furniture that enhances the appearance of the business.
- (7) No food or beverages shall be served outside of the seating area.
- (8) Lighting shall only illuminate the seating area. Lighting levels must not exceed zero foot-candles at the abutting property line.
- (9) All tables and chairs shall be kept in a clean and sanitary manner. Outdoor trash receptacles shall be provided.
- (10) For outdoor seating areas for up to eight seats:

- (a) No tables, chairs or other furnishings shall remain in the seating area when the business is closed;
- (b) No additional parking spaces shall be required; and
- (c) No alcoholic beverages shall be served in the seating area, except for non-fortified wine.

## Proposal

The building at 963 Robert St. is primarily occupied by Children's Minnesota Clinic. However, the southern space has remained vacant for a number of years. The applicant is proposing to occupy the 1,772 sq. ft. space with a restaurant/café offering a variety of food ranging from pizza, panini sandwiches, to pastries as well as coffee, beer, and wine. This location would be an expansion of the franchise currently in Atlanta, Georgia, [The Bougie Grazer](#).

In addition to the restaurant space, the applicant is also proposing to have a few small outdoor tables and chairs near the entrance of the building (west side), shown below by the red rectangle.



## Employees

Three employees would be on shift during the average day. The applicant estimates having 10 employees in total.

## Hours of Operation

Monday - Thursday: 8:00 am - 11:00 pm

Friday - Saturday: 8:00 am - 12:00 am

Sunday: 8:00 am - 3:00 pm

## Parking

Minimum parking requirements for medical offices with over 6,000 sq. ft. require at least one stall for every 250 sq. ft. of floor area and restaurant parking requirements are one stall for every 125 sq. ft. of floor area.

- Medical office 6,000 sq. ft. or more: 1 stall per 250 sq. ft.
- Restaurant: 1 stall per 125 sq. ft.

The building as a whole includes 8,522 sq. ft. of space.

- Medical Office: ~6,750 sq. ft. / 250 sq. ft.
  - o 27 stalls
- Restaurant: ~ 1,772 sq. ft. / 125 sq. ft.
  - o 14 stalls
- Total parking required: 41

Between the northern parking lot and the southern parking lot, the site has 67 parking stalls on site, which exceeds the minimum requirement. Therefore, staff is not concerned with parking.

## **STAFF RECOMMENDATIONS:**

**Staff recommends approval of the conditional use permit to allow an on-sale liquor establishment in a B-5, Gateway North Mixed-Use zoning district at 963 Robert Street South, subject to the following condition:**

1. The applicant shall apply for and obtain all applicable permits, licenses, and permissions with the City of West St. Paul.

**Staff recommends approval of the conditional use permit to allow outdoor seating with less than 8 seats in a B-5, Gateway North Mixed-Use zoning district at 963 Robert Street South, subject to the following conditions:**

1. The applicant shall apply for and obtain all applicable permits, licenses, and permissions with the City of West St. Paul,
2. The outdoor patio shall comply with § 153.156 (F) of the zoning code.

# Planning Commission – March 17, 2026

Conditional Use Permit (CUP) for  
an On-Sale Liquor Establishment  
and Outdoor Seating at  
963 Robert St S



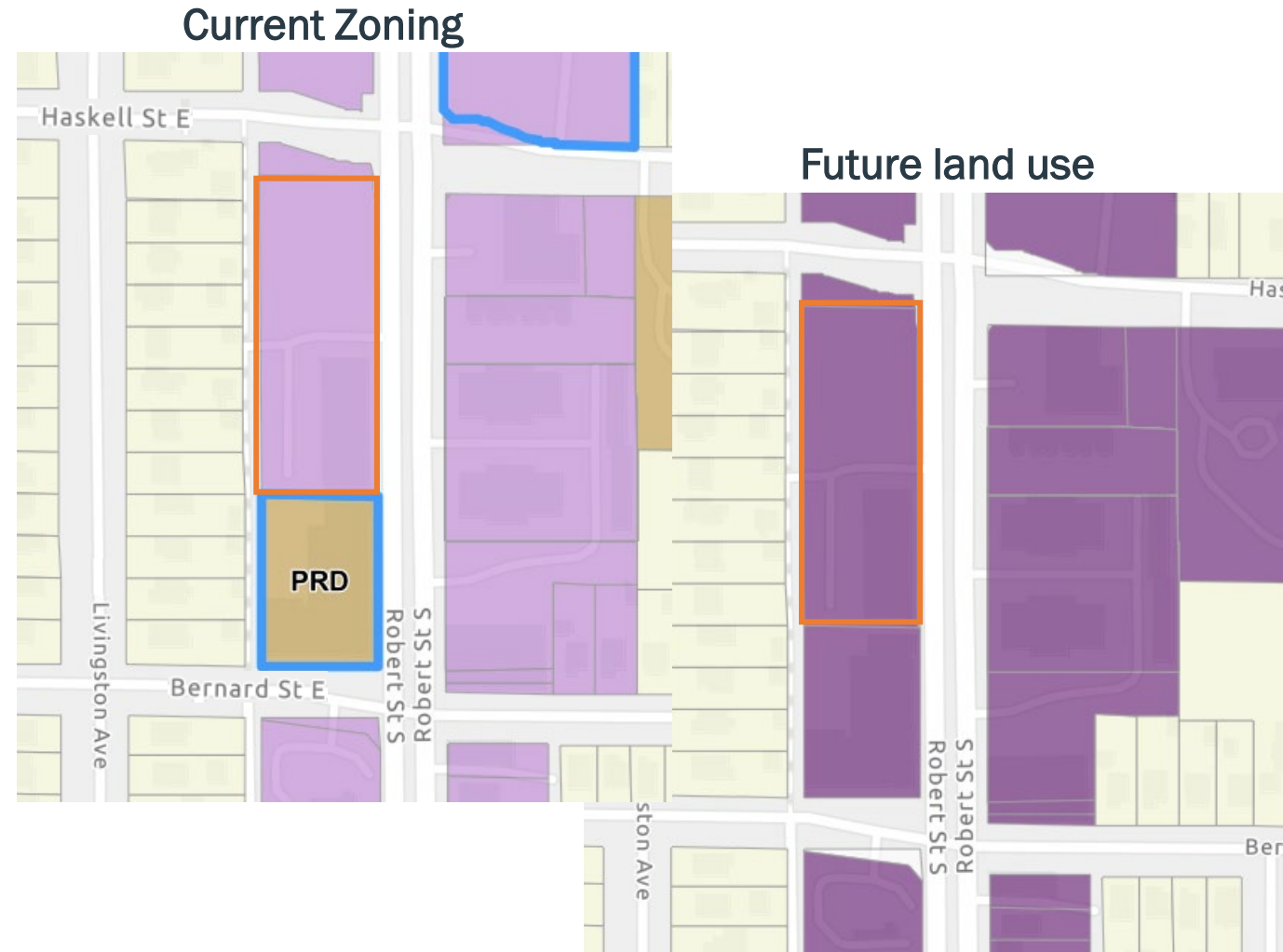
# Conditional Use Permit Proposal

- Conditional Use Permit
  - To allow:
    - On-sale liquor establishment (*beer & wine*)
    - Outdoor seating area (*less than 8 seats*)
  - In a B-5, Gateway North Mixed-Use zoning district at 963 Robert St S



# Zoning and Future Land Use Surrounding Properties

	Zoning	Future Land Use
Subject Property	B-5, Gateway North Mixed-Use	Mixed Use
North	B-5, Gateway North Mixed-Use	Mixed Use
East	B-5, Gateway North Mixed-Use	Mixed Use
South	R-4, Multiple Family Residential	Mixed Use
West	R-1, One Family Residential	Low Density Residential



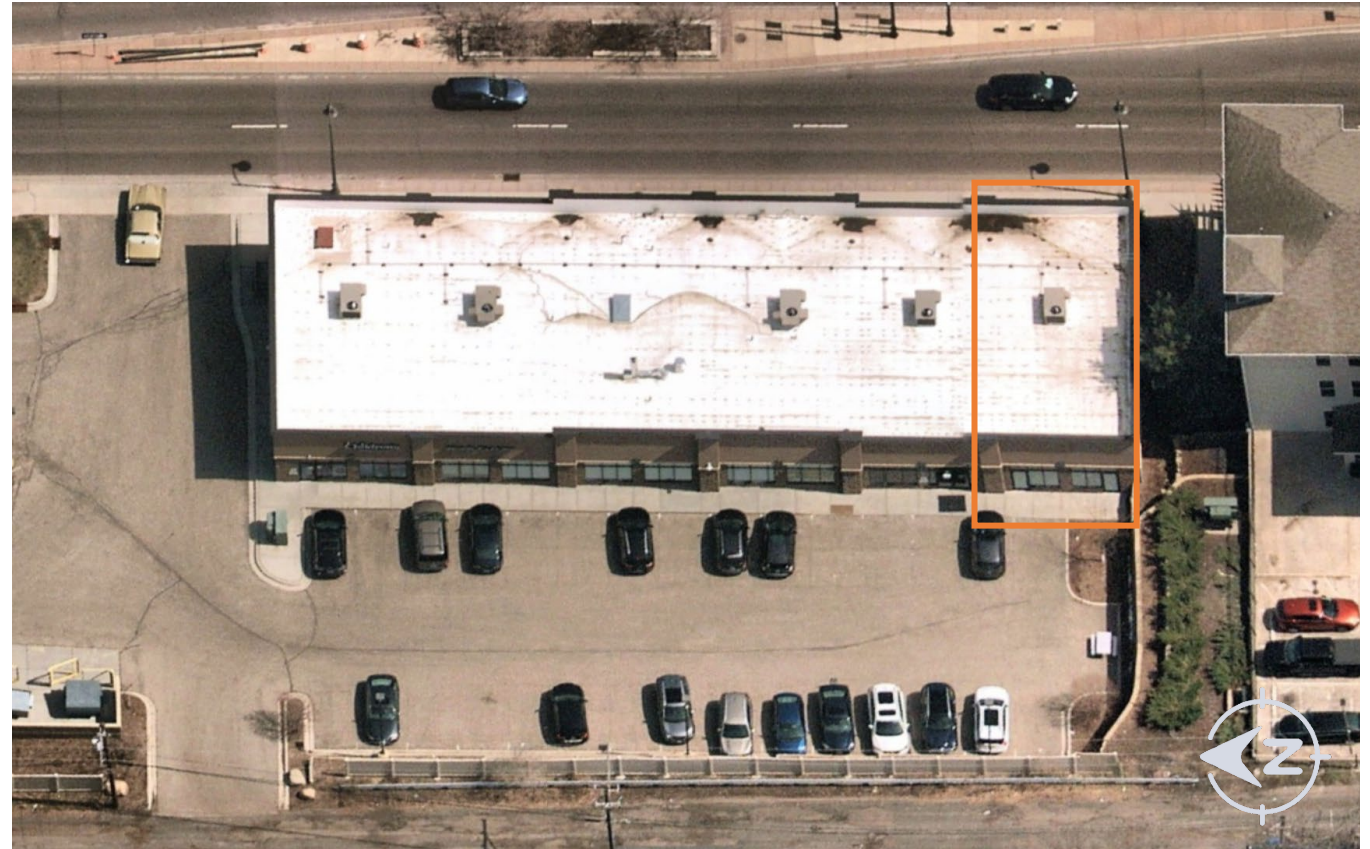
# Conditional Use Permit Proposal

## Restaurant/Cafe

- Applicant looking to occupy the vacant tenant space on the southern end of the 963 building.
  - ~1,772 sq. ft. space offering a variety of foods such as pizza, panini sandwiches, pastries, as well as coffee, wine, and beer.
  - Expansion of [The Bougie Grazer](#) franchise currently located in Atlanta, Georgia.

## Outdoor Seating

- Requesting 3 outdoor tables, each with 2 chairs
  - Would be located on the sidewalk area near the entrance
  - Code does not allow alcohol, other than non-fortified wine, to be served in the outdoor seating area.



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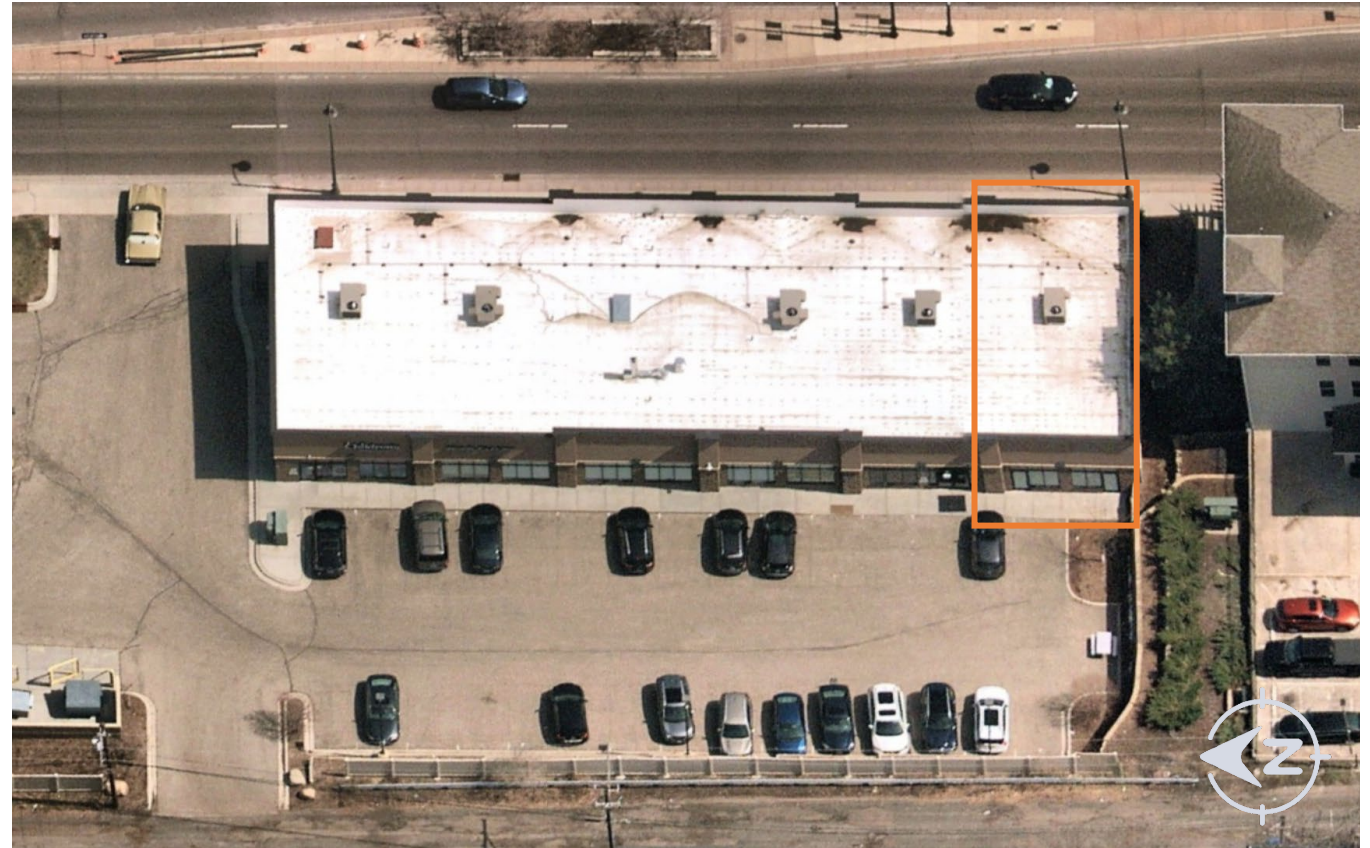
# Conditional Use Permit Proposal

## Hours of Operation

- Monday – Thursday
  - 8am – 11pm
- Friday – Saturday
  - 8am – 12am
- Sunday
  - 8am – 3pm

## Employees

- 10 employees total, with three working during the average shift



# ..... Conditional Use Permit Proposal

## Parking

- Building would be shared between two tenants
  - Total of 8,822 sq. ft.
- Medical Office: ~6,750 sq. ft. / 250 sq. ft.
  - 27 stalls
- Restaurant: ~1,772 sq. ft. / 125 sq. ft.
  - 14 stalls

41 parking stalls in total are required. The full site, with both the north and south parking lots, contains 67 parking stalls.



Parking lot was re-stripped in 2024

.....

# Conditional Use Permit

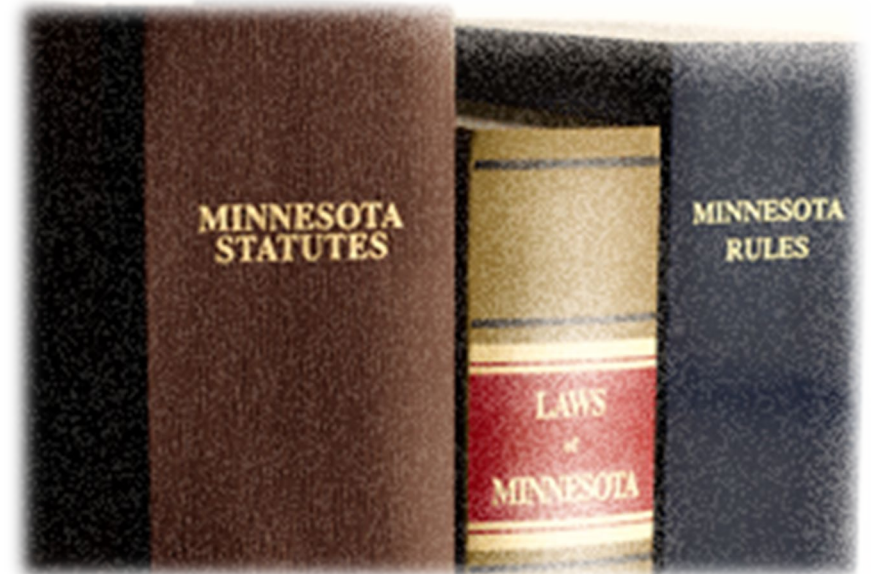
## Staff Recommendation

Staff recommends the commission hold a public hearing and recommend approval of the conditional use permit to allow an on-sale liquor establishment at 963 Robert St. S., subject to the following condition:

1. The applicant shall apply for and obtain all applicable permits, licenses, and permissions with the City of West St. Paul.

Staff recommends approval of the conditional use permit to allow outdoor seating with less than eight seats at 963 Robert St. S., subject to the following conditions:

1. The applicant shall apply for and obtain all applicable permits, licenses, and permissions with the City of West St. Paul, and
2. The outdoor patio shall comply with § 153.156(F) of the zoning code.



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

**RESOLUTION NO. 26-**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW  
AN ON-SALE LIQUOR ESTABLISHMENT IN A B-5, GATEWAY NORTH  
MIXED-USE ZONING DISTRICT AT 963 ROBERT STREET SOUTH**

**WHEREAS**, a conditional use permit application to allow an on-sale liquor establishment serving beer and wine has been submitted to the City of West St. Paul (the “City”) for the property (the “Property”) legally described as:

All of Lot One (1), Block one (1) of Emerson Hill Second Addition, except the northern 40 feet, in West Saint Paul of Dakota County, Minnesota (the “Property”)

The Property or its address is commonly known as 963 Robert Street South, West St. Paul, Minnesota 55118. The Property tax identification number is 42-23-72-60-10-12.

**WHEREAS**, GC Emerson, LLC currently owns the Property;

**WHEREAS**, Tatiana Kilgore, on behalf of Bloom by Mari Cafe, the Applicant (the “Applicant”), desires to open an on-sale liquor establishment at the Property; and

**WHEREAS**, city staff completed a review of the application and made a report pertaining to said request, a copy which has been presented to the West St. Paul Planning Commission (the “Planning Commission”); and

**WHEREAS**, following proper notice, a public hearing concerning the conditional use permit was held before the Planning Commission on March 17, 2026; and

**WHEREAS**, following said public hearing, the Planning Commission recommended that the West St. Paul City Council (the “City Council”) approve the conditional use permit as written and presented in the application and staff report with conditions; and

**WHEREAS**, the recommendation of the Planning Commission and summary of such public hearing have been presented to the City Council; and

**WHEREAS**, based on the staff report, minutes, and recommendation, the City Council finds that:

1. The proposed use of an on-sale liquor establishment is considered a conditional use in the B-5, Gateway North Mixed-Use zoning district,

2. The proposed use is in general harmony with the 2040 Comprehensive Plan as the proposed use of the property is commercial and the property is guided for mixed-use in the plan,
3. The proposed use does not interfere with or diminish the use of adjacent surrounding properties due to similar commercial uses and scale,
4. The property is currently being served by existing public infrastructure facilities and will continue to do so in its current capacity,
5. The proposed use does not disrupt the general flow of traffic and does not cause undue traffic congestion as there are no proposed changes to the site access or parking design,
6. There are no known historical, architectural, natural, and/or environmental features on the subject property,
7. The proposed use will not cause negative effects on the city as a whole as the surrounding area is primarily commercial, and
8. The proposed use will not jeopardize the public's health, safety, and/or general welfare.

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

**Section 1: Approval of the requested conditional use permit.** The City Council hereby approves the conditional use permit request to allow an on-sale liquor establishment serving beer and wine at the Property.

**Section 2: Conditions attached to the approval of the conditional use permit.** The conditional use permit includes the following conditions:

1. The Applicant shall apply for and obtain all applicable permits, licenses, and permissions with the City of West St. Paul.
2. The City may inspect the Property at all reasonable times to ensure compliance with the conditions of this permit.
3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in the revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.
5. Use of the Property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.

**Section 3. Findings and incorporation of recitals and exhibits.** Where applicable, the recitals and exhibits incorporated in this resolution constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

**Section 4. Authorization to take additional steps.** The City Council authorizes the mayor, city manager, city staff, and the city's consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

**Section 5. Effective Date.** This resolution is effective immediately upon its passage and without publication.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 23<sup>rd</sup> day of March 2026.

Attest:

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David J. Napier, Mayor

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Daniel Nowicki, Assistant City Manager

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

**RESOLUTION 26-**

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW  
AN OUTDOOR SEATING AREA WITH LESS THAN EIGHT SEATS IN A  
B-5, GATEWAY NORTH MIXED-USE DISTRICT AT 963 ROBERT ST S**

**WHEREAS**, a conditional use permit application for an outdoor seating area at 963 Robert Street South in a B-5, Gateway North Mixed-Use zoning district has been submitted to the City of West St. Paul (the “City”) for the Property (the “Property”) proposed to be legally described as:

All of Lot One (1), Block one (1) of Emerson Hill Second Addition, except the northern 40 feet, in West Saint Paul of Dakota County, Minnesota (the “Property”)

The Property or its address is commonly known as 963 Robert Street South, West St. Paul, Minnesota 55118. The Property tax identification number is 42-23-72-60-10-12.

**WHEREAS**, GC Emerson, LLC currently owns the Property;

**WHEREAS**, Tatiana Kilgore, on behalf of Bloom by Mari Cafe, the Applicant (the “Applicant”), desires to lease a portion of the Property and utilize it as a restaurant with an outdoor seating area;

**WHEREAS**, city staff completed a review of the application and made a report pertaining to said request, a copy which has been presented to the West St. Paul Planning Commission (the “Planning Commission”); and

**WHEREAS**, following proper notice, a public hearing concerning the application was held before the Planning Commission on March 17, 2026;

**WHEREAS**, following said public hearing, the Planning Commission recommended the West St. Paul City Council (the “City Council”) approve the conditional use permit as written and presented in the application, submitted plans, and staff report with certain conditions;

**WHEREAS**, the recommendation of the Planning Commission and summary of such public hearing have been presented to the City Council; and

**WHEREAS**, based on the staff report, staff’s summary of the planning commission meeting and public hearing, and recommendations, the City Council finds that:

1. The proposed use of outdoor seating area with less than eight seats is a conditional use in the B-5, Gateway North Mixed-Use zoning district,
2. The proposed use is in general harmony with the 2040 Comprehensive Plan as the proposed use of the property is commercial and the property is guided for mixed-use in the plan,

3. The proposed use does not interfere with or diminish the use of adjacent surrounding properties due to similar commercial uses and scale,
4. The property is currently being served by existing public infrastructure facilities and will continue to do so in its current capacity,
5. The proposed use does not disrupt the general flow of traffic and does not cause undue traffic congestion as there are no proposed changes to the site access or parking design,
6. There are no known historical, architectural, natural, and/or environmental features on the subject property,
7. The proposed use will not cause negative effects on the city as a whole as the surrounding area is primarily commercial, and
8. The proposed use will not jeopardize the public's health, safety, and/or general welfare.

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

**Section 1: Approval of the requested conditional use permit.** The City Council hereby approves the conditional use permit request to allow two outdoor seating areas with more than eight seats at the Property.

**Section 2: Conditions attached to the approval of the conditional use permit.** The conditional use permit includes the following conditions:

1. The applicant shall apply for and obtain all applicable permits, licenses, and permissions with the City of West St. Paul.
2. The outdoor patio shall comply with § 153.156 (F) of the zoning code.
3. The City may inspect the Property at all reasonable times to ensure compliance with the conditions of this permit.
4. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
5. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in the revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.
6. Use of the Property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.

**Section 3. Findings and incorporation of recitals and exhibits.** Where applicable, the recitals and exhibits incorporated in this resolution constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

**Section 4. Authorization to take additional steps.** The City Council authorizes the mayor, city manager, city staff, and the city’s consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

**Section 5. Effective Date.** This resolution is effective immediately upon its passage and without publication.

Passed by the City Council of the City of West St. Paul, Minnesota, this 23<sup>rd</sup> day of March 2026.

Attest:

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

\_\_\_\_\_  
Daniel Nowicki, Assistant City Manager

**Subject: Ordinance Amendment - City Code Section 115 - Pertaining to Limit on Cannabis Retail Businesses**

<b>Meeting Date:</b> March 23, 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 type="checkbox"/> Resolution	<input type="checkbox"/> Other:
<b>Action</b>	
Hold a first reading and approve a public hearing and final reading for April 13, 2026 regarding an Ordinance Amendment to City Code Section 115 - Pertaining to Limit on Cannabis Retail Businesses	
<b>Background</b>	
<p>City of West St. Paul previously adopted Ordinances 24-011 and 25-16 to regulate retail sales of cannabis products in the city. During these adoptions, the city was under the impression that it could not count tribal cannabis retailers towards its city-wide cannabis retail limit of two.</p> <p>However, Minnesota Administrative Rules 9810.5000 states "A local unit of government may include in its count of active retail registrations any retail locations operating under: (1) a Tribal compact entered into under Minnesota Statutes, section 3.9224 or 3.9228; or (2) a Tribally issued license or registration."</p> <p>As such, staff is recommending the Council amend City Code Section 115 to allow the city to count tribal retailers in its limit of two.</p>	
<b>Attachments</b>	
Ordinance Amendment - City Code Section 115	
<b>Previous Relevant Actions</b>	
Ordinance 24-011 Ordinance 25-16	
<b>Alternatives</b>	
<b>Financial</b>	
Budgeted: <input type="checkbox"/> Yes	<input type="checkbox"/> No Financial Impact

**Subject: Ordinance Amendment - City Code Section  
115 - Pertaining to Limit on Cannabis Retail  
Businesses**

Fund:	
Department:	
Account:	
Amount:	

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

**ORDINANCE 26-**

**AN ORDINANCE AMENDING CHAPTER 115 OF THE WEST ST. PAUL CITY CODE  
REGARDING REGISTRATION OF CANNABIS RETAILERS**

**WHEREAS**, in response to the State Legislature’s adoption of Chapter 342 of the Minnesota Statutes, which legalized and regulated Cannabis, including state licensing of cannabis retailers, the City of West St. Paul adopted Ordinance 24-011 and 25-16 to regulate retail sales of cannabis products in the city; and

**WHEREAS**, the Office of Cannabis Management (“OCM”), the state agency created to license cannabis businesses, adopted administrative rules implementing Chapter 342 of the Minnesota Statutes, including process related to tribal cannabis retailers; and

**WHEREAS**, based on guidance from the administrative rules, staff is proposing changes to City Code Section 115.04; and

**WHEREAS**, these changes better align city code with state law and meet existing and foreseeable needs related to local registrations of cannabis business retailers.

**NOW THEREFORE**, the City of West Saint Paul does ordain the following amendments to Chapter 115 with additions being underscored and deletions being stricken-out:

**SECTION 1. AMENDMENT.** West St. Paul City Code Section 115.04 is hereby amended as follows:

**§ 115.04 REGISTRATION REQUIRED.**

- (A) *General rule regarding cannabis retail businesses.* No person or retail establishment may sell adult-use cannabis products without first having a current, valid license from OCM as either a cannabis retailer; a cannabis microbusiness, with a retail endorsement or selling product at retail; a cannabis mezzobusiness, with a retail endorsement or selling product at retail; or a medical cannabis combination business, selling product at retail and registering with the city as a cannabis retail business.
- (B) *Application.* An applicant for a registration shall fill out an application form as provided by the city which shall include:
  - (1) *All applicants.*
    - (a) Full name of the property owner and applicant;
    - (b) The address and parcel ID for the property which the registration is sought;

- (c) If the applicant does not own the business premises, a true and complete copy of the executed lease for the premises, if applicable;
- (d) Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. § 342.13, as it may be amended from time to time;
- (e) A copy of a valid state license or written notice of OCM license, if approved but not yet issued;
- (f) The name of the business, if it is to be conducted under a designation, name or style other than the name of the applicant and a certified copy of the certificate as required by Minn. Stat. § 333.01, as it may be amended from time to time;
- (g) Whether all real estate and personal property taxes that are due and payable for the premises have been paid and, if not paid, the years and amounts that are unpaid;
- (h) A written declaration by the applicant, under penalty of perjury, that the information contained in the application is true. If the applicant is a corporation, an officer must sign the written declaration. If the applicant is a partnership, a general partner must sign the written declaration. If the applicant is an unincorporated association, the manager or managing officer must sign the written declaration; and
- (i) Other information that the city may require but is not otherwise prohibited under Minn. Stat. §§ 342.10 through 342.118, as they may be amended from time to time.

(2) *Natural persons.* In addition to division (B)(1) above, natural person applicants must also provide:

- (a) Address, email address, telephone number, and date of birth of the applicant;
- (b) Street resident addresses of where the applicant has lived during the past five years and telephone numbers and dates for which such addresses and phone numbers were used;
- (c) Whether the applicant has ever been known by a name other than the applicant's name and, if so, the name or names used, including maiden names, and information concerning dates and places used;
- (d) The type, name, and location of every business or occupation in which the applicant has been engaged during the preceding five years and the names or addresses of the applicant's employers and partners, if any, for the preceding five years, and corresponding dates of employment;
- (e) A physical description of the applicant; and
- (f) If the applicant does not manage the business, the name of the managers or other persons in charge of the business and all information concerning each of them pursuant to above divisions (B)(2)(a) through (B)(2)(e).

(3) *Partnership*. If the applicant is a partnership, the applicant may be required to provide the following information:

- (a) The names and addresses of all general and limited partners and all information concerning each general partner pursuant to divisions (B)(2)(a) through (B)(2)(e) above;
- (b) The names of the managing partners and the interest of each partner in the licensed business;
- (c) A copy of the partnership agreement. If the partnership is required to file a certificate as to a trade name pursuant to Minn. Stat. § 333.01, as it may be amended from time to time, a certified copy of the certificate must be attached to the application;
- (d) The applicant's federal tax identification number and state employer identification number; and
- (e) If the applicant does not manage the business, the name of the managers or other persons in charge of the business and all information concerning each of them pursuant to divisions (B)(2)(a) through (B)(2)(e) above.

(4) *Corporation*. If the applicant is a corporation or other organization, the applicant may be required to provide the following information:

- (a) The name of the corporation or business and the state of incorporation;
- (b) A copy of the articles of incorporation or association agreement and bylaws. If the applicant is a foreign corporation, a certificate of authority as required by Minn. Stat. § 303.06, as it may be amended from time to time, must be attached;
- (c) The applicant's federal tax identification number and state employer identification number;
- (d) The name of the managers or other persons in charge of the business and all information concerning each manager, proprietor or agent pursuant to divisions (B)(2)(a) through (B)(2)(e) above; and
- (e) A list of all persons who control or own an interest in excess of 5% in the organization or business or who are officers of the corporation or business and all information concerning the persons pursuant to divisions (B)(2)(a) through (B)(2)(e) above. This provision, however, does not apply to a corporation whose stock is publicly traded on a stock exchange and the corporation is applying for a license to be owned and operated by itself.

(C) *Registration fee*. For cannabis retail business registrations, the applicant shall submit the registration fee pursuant to city fee schedule and consistent with Minn. Stat. § 342.11, as it may be amended from time to time. The city shall not charge an application fee. A medical combination business operating an adult-use cannabis retail business location may only be charged a single registration fee. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee. The registration fee is non-refundable once

processed. For cannabis businesses as that term is defined herein and in state law, other than cannabis retail businesses or those cannabis businesses with a retail endorsement, no registration fee is required but those businesses still must comply with state law, city code, including applicable Building and Fire Code, and city Zoning Code.

- (D) *Registration term.* The term of an adult-use cannabis retail business registration shall be for the same term as the OCM-approved term. Registration fees will not be prorated.
- (E) *Non-transferability.* Other than state-approved transfers of ownership required by Minn. Stat. § 342.12, as it may be amended from time to time, a registration is non-transferable. All registrations issued under this section are valid only on the premises for which the registration was issued. The transfer of any registration to another location is prohibited. If there is a change in the ownership of the license holder pursuant to Minn. Stat. § 342.12, as it may be amended from time to time, the license holder must notify the city of the change, along with submitting a copy of the newly transferred state-issued license so that the city can update the registration.
- (F) *Instructional program for cannabis retail businesses.* No person shall be issued a registration or renewal registration as a cannabis retail business unless an applicant has a program for instructing all employees regarding the legal requirements pertaining to the sale of registered products at the retail establishment for which the registration was issued. The instructional program shall include, but is not limited to, reviewing the law on the sale of registered products, requiring employees to request identification from every customer who is under 27 years of age, providing information that the sale of registered products to anyone under 21 is illegal, explaining what kind of proof of age is legally acceptable, and that a sale to a person below the legal sales age can subject the applicant and its employees to criminal and/or civil liability.
- (G) *Age verification device and digital security video at cannabis retail businesses.* All cannabis retail business registration holders shall be required to install or possess age verification devices and digital security video at the registered location. The Police Department shall confirm that the devices have been installed prior to approval of the registration.
- (H) *Moveable place of business.* No cannabis retail business registration shall be issued to a movable place of business. Only fixed retail establishment locations shall be eligible to be registered under this section.
- (I) *Signage.* Notice of the legal sales age and age verification requirements must be posted at each location where registered products are offered for sale. The required signage, which shall be provided to the applicant by the city, must be posted in a manner that is clearly visible to anyone who is or is considering making a purchase. On-site signs advertising the business must comply with the city's sign code.
- (J) *Zoning and city code compliance.*
  - (1) *Registration.* No registration shall be granted until all applicable code requirements and zoning requirements are met or until all conditions for approval of the use have

been satisfied. Upon receipt of an application for a license from the state, the city shall respond to the OCM within 30 days if the application or the location listed in the application violates city code, including Building or Fire Code, or zoning requirements.

(2) *Hours of operation.* Cannabis business retailers hours are limited to the same hours of operation as liquor stores in the city.

(K) *Limit on cannabis retail businesses.* The city shall limit the number of cannabis retail business in the city to two at any one time. In the event that an applicant provides verification of preliminary approval by the OCM or the city receives notice for certification of an applicant from the OCM, and the granting of the additional application would create more than two registered cannabis business retailers in the city, the city shall respond to the OCM within 30 days or before, that the applicant does not comply with city code and recommend denial by the OCM.

(1) *Tribal cannabis retailer.* A cannabis retailer operating under a tribal compact or a tribally issued license or registration (“tribal cannabis retailer”) ~~must~~ **is not required to** register with the city. The tribal cannabis retailer registration will ~~not~~ count toward the number of available city registrations. Tribal cannabis retailers must comply with any and all regulations on tribal cannabis retail locations set forth in state law or under a tribal compact or a tribally issued license or registration.

~~(K)~~(2) *Medical cannabis combination business.* A medical cannabis combination businesses selling product at a retail establishment must register with the city, but the medical cannabis combination business registration will not count towards the city’s limit on number of registrations.

**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 clarifies the existing ordinance by adding title headers, it also changes the city code to include tribal cannabis retailers toward the city’s limit on the number of allowable registrations for cannabis retail businesses.

**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 13<sup>th</sup> day of April 2026.

Attest:

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David J. Napier, Mayor

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Daniel Nowicki, Assistant City Manager