



City of South St. Paul
COUNCIL AGENDA – SPECIAL MEETING

Monday, November 22, 2021

7:00 p.m.

Meeting Location: Training Room

1. CALL TO ORDER:

2. ROLL CALL:

3. AGENDA:

A. Approval of Agenda

Action – Motion to Approve

Action – Motion to Approve as Amended

4. GENERAL BUSINESS:

A. Approve MOU with Special School District #6 for Transfer of Practice Field Property

6. ADJOURNMENT:



SPECIAL CITY COUNCIL AGENDA REPORT
DATE: November 22, 2021
DEPARTMENT: ADMINISTRATION
Prepared by: Joel Hanson, City Administrator
ADMINISTRATOR: JRH

4-A

AGENDA ITEM: Memorandum of Understanding with Special School District #6 regarding the Transfer of the Practice Field Sites to the School District as part of the Jefferson Acquisition

ACTION TO BE CONSIDERED: APPROVE THE MOU AS PART OF THE JEFFERSON LAND TRANSACTION PROCESS

OVERVIEW:

The City is in the process of acquiring the former Jefferson School Site from South St. Paul Public Schools. As part of the transaction, the City is to transfer our interests in the practice field property located north of the High School. (We will be retaining the archery range and other property to the north of the practice field.) Because additional work is needed to define the practice field sites for transfer and given the School's desire to close on the Jefferson site before year-end, the City Attorney drafted the attached MOU to define our responsibilities is consummating this portion of the transaction.

The School District's attorney has reviewed and approved this MOU and the School Board will be acting on the Jefferson site Purchase Agreement and the MOU at their meeting on November 22nd.

Staff recommends the Council approve the MOU as drafted by the City Attorney.

SOURCE OF FUNDS:

Capital Project Funds

Letter of Agreement

This Letter of Agreement is entered into by and between the City of South St. Paul (“City”) and Special School District Number 6, South St. Paul, Minnesota (“District”).

Recitals

1. The District owns real estate in the northeast quadrant of the intersection of Southview Boulevard and 21st Avenue South, PID Nos. 36-53600-03-150, 36-53600-02-290, 36-53600-02-301 and 36-53600-03-301 (“Jefferson Park”).
2. The District possesses, uses, and maintains practice fields at Fred Lawshe Park, in the northwest quadrant of the intersection of 3rd Street North and Kaposia Boulevard (“Practice Fields”).
3. The City owns a record title interest in two real estate parcels, PID Nos. 36-80100-07-010 and 36-83575-00-010 (“City Property”), and portions of the City Property overlap with the Practice Fields (“Overlap Site”);
4. The City wishes to purchase the Jefferson Park site from the District and to close on that purchase before the end of the City’s 2021 fiscal year.
5. The District wishes to acquire from the City the Overlap Site.
6. The City has tendered to the District a purchase agreement for the City to purchase Jefferson Park for the sum of \$1 million, with a closing to occur before the end of the 2021 (“Purchase Agreement”).
7. The City is willing to convey to the District quit claim deeds for the Overlap Site for no additional consideration.
8. The price negotiated in the Purchase Agreement is based in part on the District’s expectation that the City will convey a quit claim deed to the Overlap Site for no additional consideration.
9. In order to convey the Overlap Site, the City first must secure surveys and legal descriptions and must complete lot split procedures for the affected tax parcels, tasks that may not be completed before the end of 2021.

Agreement

Based on the foregoing Recitals, the City and the District hereby state and agree as follows:

- A. The District will accept the Purchase Agreement and the parties will proceed with due diligence and reasonable promptness to close the Jefferson Park sale before the end of December, 2021.
- B. The City will undertake to secure, using best efforts and reasonable promptness, the surveys, legal descriptions and lot splits necessary to deliver recordable quit claim deeds to the Overlap Site. The City shall be solely responsible for all costs and fees associated with securing the survey, legal description, and lot splits.
- C. The City will deliver quit claim deeds for the Overlap Site to the District for no additional consideration as soon as reasonably possible.
- D. The City and the District will cooperate with each other in good faith to accomplish the goals of this Letter of Agreement.

IN WITNESS WHEREOF, the City and the District hereby approve this Agreement and agree to abide by its terms.

SPECIAL SCHOOL DISTRICT NUMBER 6, SOUTH ST. PAUL, MINNESOTA

By: _____

Linda Diaz
Its: Board Chair

By: _____

Nikki Laliberte
Its: Clerk

CITY OF SOUTH ST. PAUL

By: _____

James P. Francis

Its: Mayor

By: _____

Christy Wilcox

Its: City Clerk

