



**CITY OF WEST ST. PAUL**  
1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118

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**REGULAR CITY COUNCIL MEETING**

**January 11, 2016**

**6:30 p.m.**

**MUNICIPAL CENTER COUNCIL CHAMBERS**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. ADOPT THE AGENDA**

**5. OCWS BRIEFING**

**6. ROBERT STREET REVIEW**

**7. CITIZEN COMMENTS**

*Individuals may address the City Council about any item not included on the regular agenda. Speakers are requested to come to the podium, 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. National Drug & Alcohol Week Proclamation**

Documents: [1-25-16 NATIONAL DRUG AND ALCOHOL FACTS WEEK.PDF](#)

**B. Accept Donation From SRSBA**

Documents: [COUNCIL REPORT - ACCEPTANCE OF DONATION FROM SRSBA.PDF](#)

**C. Donations To The Police Department**

Documents: [COUNCIL REPORT - POLICE DONATIONS.PDF](#)

**10. CONSENT AGENDA**

*All items on the Consent Agenda are considered to be routine and have been made available to the City Council at least two days prior to the meeting; these items will be enacted by one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this agenda and considered under separate motion.*

**A. List Of Claims January 11, 2016**

Documents: [COUNCIL REPORT - LIST OF CLAIMS.PDF](#)

**B. City Council Meeting Minutes**

Documents: [12-15-15 OCWS MINS.PDF](#), [12-15-15 REGULAR CC MINS.PDF](#)

C. 2016 City Meeting Calendar

Documents: [COUNCIL REPORT - 2016 CITY MEETING CALENDAR.PDF](#), [2016 MEETING CALENDAR.PDF](#)

D. Designation Of Official Newspaper

Documents: [COUNCIL REPORT - DESIGNATION OF OFFICIAL NEWSPAPER.PDF](#), [2016 LILLIE SUBURBAN NEWSPAPER QUOTE.PDF](#)

E. Nov 2015 Investment Report

Documents: [COUNCIL REPORT - NOV 2015 INVESTMENT REPORT.PDF](#), [NOV 2015 INVESTMENT REPORT.PDF](#)

F. Nov 2015 Bank Reconciliation

Documents: [COUNCIL REPORT - NOV 2015 BANK REC.PDF](#), [NOV 2015 BANK RECONCILIATION.PDF](#)

G. 2016 Designation Of Depositories

Documents: [COUNCIL REPORT - DESIGNATION OF DEPOSITORIES.PDF](#), [RESOLUTION 2016 OFFICIAL DEPOSITORIES.PDF](#)

H. Appointment Of 2016 Fiscal Consultant

Documents: [COUNCIL REPORT - APPOINTMENT OF FISCAL CONSULTANT FOR 2016.PDF](#)

I. Liability Coverage Waiver

Documents: [COUNCIL REPORT - MUNICIPAL TORT LIABILITY.PDF](#), [RESOLUTION - NON-WAIVER TORT LIMIT.PDF](#)

J. Council Report - Police Department Licensing

Documents: [COUNCIL REPORT - POLICE DEPARTMENT LICENSING.PDF](#)

K. JPA - Shared Emergency Manager, Third Year

Documents: [COUNCIL REPORT - SHARED EMERGENCY MANAGEMENT JPA, THIRD YEAR.PDF](#), [JPA FOR SHARED EMERGENCY MANAGEMENT SERVICES 2016-WEST ST. PAUL.PDF](#)

L. Purchase Of Replacement Police Vehicles

Documents: [COUNCIL REPORT - AUTHORIZATION TO PURCHASE AND REPLACE THREE POLICE VEHICLES.PDF](#)

M. Rental Licensing

Documents: [COUNCIL REPORT - RENTAL LICENSING.PDF](#)

**11. PUBLIC HEARING**

**12. NEW BUSINESS**

A. Designation Of Mayor Pro-Tem

Documents: [APPOINTMENT OF MAYOR PRO TEM.PDF](#)

B. Appointment Of Councilmembers To Standing Committees, Municipal Advisory Commissions, And Public Agencies For 2016

C. Resolution In Support For Solicitation Of A Dakota County Redevelopment Planning Grant

Documents: [COUNCIL REPORT - CDA GRANT.PDF](#), [RESOLUTION - CDA GRANT PDF ATTACHMENT - CDA GRANT PDF](#)

- D. Resolution In Support For Solicitation Of Community Development Block Grant Funding For 2016 Through The Dakota County CDA

Documents: [COUNCIL REPORT - CDBG FUNDING.PDF](#), [RESOLUTION - CDBG FUNDING.PDF](#)

- E. Resolution In Support For Solicitation Of State Health Improvement Program (SHIP) Grant Through Dakota County Active Living

Documents: [COUNCIL REPORT - SHIP GRANT.PDF](#), [RESOLUTION - SHIP GRANT.PDF](#)

- F. Approve Contract Extension For Dome Management Services

Documents: [COUNCIL REPORT - APPROVE CONTRACT EXTENSION FOR DOME MANAGEMENT SERVICES.PDF](#), [ATTACHMENT - CONTRACT AGREEMENT.PDF](#)

**13. OLD BUSINESS**

**14. ADJOURN**

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*If you need an accommodation to participate in the meeting, please contact the ADA Coordinator at 651-552-4100, TDD 651-322-2323 at least 5 business days prior to the meeting  
[www.wspmn.gov](http://www.wspmn.gov) EOE/AA*



**City of West St. Paul  
PROCLAMATION**

***“National Drug & Alcohol Facts Week<sup>SM</sup>”***  
**January 25, 2016**

**WHEREAS**, *National Drug & Alcohol Facts Week<sup>SM</sup>* is sponsored by the National Institute of Drug Abuse (NIDA) and the National Institute of Alcohol Abuse and Alcoholism (NIAAA) at the National Institutes of Health, in the U.S. Department of Health and Human Services, in accordance with other federal and private partner organizations, to encourage teens to ask questions about drugs, drug abuse, alcohol, and alcoholism, and receive scientifically based facts and answers in return,

**WHEREAS**, from that day forward, *National Drug & Alcohol Facts Week<sup>SM</sup>* will occur in the winter with an annual seven day celebration, anchored by NIDA’s and NIAAA’s, National Drugs & Alcohol Chat Day, an annual event that provides high school students across the United States with the opportunity to ask questions of the Nation’s leading experts in the field of drug abuse, alcohol, and addiction via a web “chat.”

**WHEREAS**, *National Drug & Alcohol Facts Week<sup>SM</sup>* is a celebration of the inquisitive minds of teenagers and encourages them to ask questions drugs, drug abuse, alcohol, and alcoholism and get scientifically based answers, without judgment or biased comment.

**WHEREAS**, the National Institute on Drug Abuse stimulates most of the world’s research on drug abuse and addiction and can offer science as a key element of the national and community conversation about drugs,

**WHEREAS**, the National Institute of Alcohol Abuse and Alcoholism stimulates most of the world’s research on alcohol and alcoholism and can offer science as a key element of the national and community conversation about alcohol,

**WHEREAS**, *National Drug & Alcohol Facts Week<sup>SM</sup>* celebrates the efforts of national and community organizations working with teens to encourage this science based conversation about drugs, drug abuse, alcohol, and alcoholism;

**WHEREAS**, Henry Sibley SADD has chosen West St. Paul, Minnesota to officially launch our local efforts.

**NOW, THEREFORE, BE IT RESOLVED**, that the Honorable Mayor David Meisinger and the members of the City Council of West St. Paul, do hereby proclaim Monday, January 25<sup>th</sup> through Sunday, January 31<sup>st</sup>, 2016 to be: *“National Drug & Alcohol Facts Week<sup>SM</sup>”* in the City of West St. Paul, and we urge all citizens to participate in the activities planned hereforth.

Adopted by the City Council of the City of West St. Paul on the 25<sup>th</sup> day of January, 2016.

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David Meisinger, Mayor

**TO:** Mayor and City Council  
**THROUGH:** Matt Fulton, City Manager  
**FROM:** Joan Carlson, Finance Director  
**DATE:** January 11, 2016  
**SUBJECT:** Acceptance of Donation from S. Robert St Business Assoc.

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City of West St. Paul

**BACKGROUND INFORMATION:**

On Saturday, September 26<sup>th</sup>, 2015 the City, along with South Robert Street Business Association (SRSBA) and the Junior League of Saint Paul sponsored the Shop Robert Block Party to thank everyone who has continued to shop Robert Street during construction. SRSBA has generously donated another \$1,527.11 toward this great event.

**FISCAL IMPACT:**

		Amount
<b>Fund:</b>	<b>551</b>	
<b>Department:</b>	<b>30000</b>	
<b>Account:</b>	<b>36299</b>	<b>\$1,527.11</b>

**STAFF RECOMMENDATION:**

Recommend acceptance of the donation of \$1,527.11 from the SRSBA for the Robert Street Block Party.

**TO:** Mayor and City Council  
**THROUGH:** Matt Fulton, City Manager  
**FROM:** Manila Shaver, Chief of Police  
**DATE:** January 11, 2016  
**SUBJECT:** Donations



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**BACKGROUND INFORMATION:**

Throughout the year the police department, as well as other City departments, occasionally receive a donation, either as a general donation to the City or towards a specified purpose. With the announcement of the pending retirement and replacement of Mike, the police department's K-9, the police department recently received a number of donations. We also received two donations in the spirit of the holiday season. These donations are listed below:

- Burlington Coat Factory \$50 Gift Card for a needy family
- Barbara and James Staricha \$50 towards the police department's K-9 program
- Mary Hanson and the Blue Ribbon Campaign \$400 Gift Card for a needy family
- James Minea and Forever Pets, Inc. \$4,000 towards the police department's K-9 program
- Tom Skadron and Skadron Animal Hospital \$5,000 towards the police department's K-9 program

According to the Finance Director, by law, there are just a few specific entities in which the City may provide an accepted gift card to. One of the eligible entities is a local food shelf. Neighbors Inc. of South St. Paul services and provides for a lot of families in the City, thus I am recommending the two gift cards be forwarded to Neighbor's Inc. to afford the most good.

The three K-9 donations will be journalized in the police department's K-9 account and will be very useful to help off-set the expense of the replacement K-9 later this year.

**FISCAL IMPACT:**

Action	Fund	Department	Account	Amount
Donation	101	30000	NA	\$0
Donation	101	30000	NA	\$0
Donation	101	30000	36455	\$50
Donation	101	30000	36455	\$4,000
Donation	101	30000	36455	\$5,000
<b>Total:</b>				<b>\$9,050</b>

**STAFF RECOMMENDATION:**

Accept the each of the above donations by adopting the specific draft resolution, authorizing the funds to be used for the articulated purposes.

On Motion of

Seconded by

RESOLUTION NO. 16-

RESOLUTION ACCEPTING DONATION  
FROM BURLINGTON COAT FACTORY

WHEREAS, Burlington Coat Factory has donated a \$50 gift card to the Police Department for use towards a needy family;

WHEREAS, the Mayor and City Council acknowledges Burlington Coat Factory's generosity and extends their appreciation for the donation;

WHEREAS, by law the City may only transfer gift cards to specific entities, including a local food shelf;

WHEREAS Neighbor's Inc. of South St. Paul is a local food shelf serving many citizens and families in West St. Paul;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts the gift card donation of \$50 on behalf of the City of West St. Paul and authorizes City staff to provide the gift card to Neighbors Inc. of South St. Paul

Adopted by the City Council of the City of West St. Paul this 11<sup>th</sup> day of January, 2016.

Ayes:            Nays:

\_\_\_\_\_  
David Meisinger, Mayor

Attest: \_\_\_\_\_  
Chantal Doriott, City Clerk

On Motion of

Seconded by

RESOLUTION NO. 16-

RESOLUTION ACCEPTING DONATION  
FROM BARBARA AND JAMES STARICHA

WHEREAS, Barbara and James Staricha have donated \$50 towards the Police Department's K-9 Program, and

WHEREAS, the Mayor and City Council acknowledges the continued generosity of Barbara and James Staricha and extends their appreciation for their donation

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts the donation of \$50 on behalf of the City of West St. Paul.

Adopted by the City Council of the City of West St. Paul this 11<sup>th</sup> day of January, 2016.

Ayes:            Nays:

\_\_\_\_\_  
David Meisinger, Mayor

Attest: \_\_\_\_\_  
Chantal Doriott, City Clerk

On Motion of

Seconded by

RESOLUTION NO. 16-

RESOLUTION ACCEPTING DONATION  
FROM MARY HANSON AND THE BLUE RIBBOB CAMPAIGN

WHEREAS, Ms. Mary Hanson and the Blue Ribbon Campaign have donated a \$400 gift card to the Police Department for use towards a needy family;

WHEREAS, the Mayor and City Council acknowledges Ms. Mary Hanson and the Blue Ribbon Campaign for their generosity and extends their appreciation for the donation;

WHEREAS, by law the City may only transfer gift cards to specific entities, including a local food shelf;

WHEREAS Neighbor's Inc. of South St. Paul is a local food shelf serving many citizens and families in West St. Paul;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts the donation of \$400 on behalf of the City of West St. Paul and authorizes City staff to provide the gift card to Neighbors Inc. of South St. Paul

Adopted by the City Council of the City of West St. Paul this 11<sup>th</sup> day of January, 2016.

Ayes:            Nays:

\_\_\_\_\_  
David Meisinger, Mayor

Attest: \_\_\_\_\_  
Chantal Doriott, City Clerk

On Motion of

Seconded by

RESOLUTION NO. 16-

RESOLUTION ACCEPTING DONATION  
FROM JAMES MINEA AND FOREVER PETS INC.

WHEREAS, Mr. James Minea and Forever Pets Inc. have donated \$4,000 towards the Police Department's K-9 Program, and

WHEREAS, the Mayor and City Council acknowledges their generosity and extends their appreciation to Mr. James Minea and Forever Pets Inc. for their donation.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts the donation of \$4,000 on behalf of the City of West St. Paul.

Adopted by the City Council of the City of West St. Paul this 11<sup>th</sup> day of January, 2016.

Ayes:            Nays:

\_\_\_\_\_  
David Meisinger, Mayor

Attest: \_\_\_\_\_  
Chantal Doriott, City Clerk

On Motion of

Seconded by

RESOLUTION NO. 16-

RESOLUTION ACCEPTING DONATION  
FROM MR. TOM SKADON AND SKADRON ANIMAL HOSPITAL

WHEREAS, Mr. Tom Skadron and Skadron Hospital have donated \$5,000 towards the Police Department's K-9 Program, and

WHEREAS, the Mayor and City Council acknowledges their generosity and extends their appreciation to Mr. Tom Skadron and Skadron Hospital for their donation.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts the donation of \$5,000 on behalf of the City of West St. Paul.

Adopted by the City Council of the City of West St. Paul this 11<sup>th</sup> day of January, 2016.

Ayes:            Nays:

\_\_\_\_\_  
David Meisinger, Mayor

Attest: \_\_\_\_\_  
Chantal Doriott, City Clerk

**TO:** Mayor and City Council  
**THROUGH:** Matt Fulton, City Manager  
**FROM:** Joan Carlson, Finance Director  
**DATE:** January 11, 2016  
**SUBJECT:** List of Claims



City of West St. Paul

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**BACKGROUND INFORMATION:**

Invoices to be paid

**FISCAL IMPACT:**

\$1,446,117.46

**STAFF RECOMMENDATION:**

Approve payment of attached

**CITY OF WEST ST PAUL**

**Summary of List of Claims**

**Council Meeting of January 11, 2016**

**PAYROLL CHECK REGISTER:**

Payroll Period	12/7 - 12/20/15	
Date Paid	12/24/2015	
Direct Deposit		\$139,936.19

Payroll Period	12/21/15 - 1/3/16	
Date Paid	1/8/2016	\$136,766.33
Direct Deposit		

**TOTAL NET PAYROLL**

**\$276,702.52**

**DISBURSEMENT CHECK REGISTER:**

Checks	120640 - 120834	\$829,555.34
EFTS	634 - 662	\$339,859.60

**TOTAL DISBURSEMENT CHECKS**

**\$1,169,414.94**

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

**\$1,446,117.46**

**Payment Register**

From Payment Date: 12/16/2015 - To Payment Date: 1/11/2016

Number	Date	Payee Name	Transaction Amount
AP - Accounts Payable			
<u>Check</u>			
120640	12/16/2015	LAW ENFORCEMENT LABOR	\$1,208.01
120641	12/16/2015	MN TEAMSTERS LOCAL #320	\$1,045.00
120643	12/22/2015	LEVANDER, GILLEN & MILLER	\$16,265.72
120644	12/22/2015	MEISINGER CONSTRUCTION	\$95,764.75
120645	12/31/2015	A B C RENTAL	\$63.90
120646	12/31/2015	ACME TOOLS	\$127.00
120647	12/31/2015	ADVANTAGE SIGNS & GRAPHICS	\$789.88
120648	12/31/2015	ARNOLD, MARJORIE	\$50.00
120649	12/31/2015	BACHELANI, AHMED	\$70.00
120650	12/31/2015	BATTERIES PLUS BULBS	\$7.99
120651	12/31/2015	C J SPRAY CO	\$145.00
120652	12/31/2015	CARBONES PIZZA	\$51.42
120653	12/31/2015	CDW GOVERNMENT, INC	\$489.12
120654	12/31/2015	CENTURYLINK	\$1,189.57
120655	12/31/2015	CHIEF SUPPLY CORPORATION	\$210.99
120656	12/31/2015	CONTRACTORS & SURVEYORS	\$176.04
120657	12/31/2015	COORDINATED BUSINESS SYSTEMS	\$123.75
120658	12/31/2015	CORNWELL TOOLS	\$377.95
120659	12/31/2015	CROWN TROPHY	\$174.00
120660	12/31/2015	CUB FOODS	\$75.34
120661	12/31/2015	DAKOTA COUNTY FINANCIAL SERV	\$1,329.81
120662	12/31/2015	DATA CENTER SYSTEMS	\$52.00
120663	12/31/2015	DEPUTY REGISTRAR #35	\$12.00
120664	12/31/2015	E-Z SHARP	\$214.55
120665	12/31/2015	EBERLEIN/MICHAEL	\$46.00
120666	12/31/2015	ECSI SYSTEM INTEGRATORS	\$425.00
120667	12/31/2015	FASTENAL COMPANY	\$21.12
120668	12/31/2015	FIRST-SHRED	\$111.80
120669	12/31/2015	FORCE AMERICA	\$16.32
120670	12/31/2015	GENERAL SECURITY SERVICES	\$592.00
120671	12/31/2015	GERTENS GREENHOUSE	\$66.85
120672	12/31/2015	GRAINGER INC	\$466.93
120673	12/31/2015	GRAYBAR	\$144.42
120674	12/31/2015	H & L MESABI INC	\$4,949.05
120675	12/31/2015	INTOXIMETERS	\$1,150.00
120676	12/31/2015	INVER GROVE FORD	\$143.82
120677	12/31/2015	KIESLER'S POLICE SUPPLY INC	\$1,046.72
120678	12/31/2015	LANGUAGE LINE SERVICES	\$232.89
120679	12/31/2015	LILLIE SUBURBAN NEWSPAPERS	\$270.00
120680	12/31/2015	LOGIS	\$3,646.23
120681	12/31/2015	M A C I A	\$25.00
120682	12/31/2015	MARCO, INC	\$353.83
120683	12/31/2015	MATTHEW TIANO CONSULTING LLC	\$450.00
120684	12/31/2015	MCFOA REGION IV	\$35.00
120685	12/31/2015	MEISINGER CONSTRUCTION	\$9,903.75
120686	12/31/2015	MENARDS	\$1,603.19
120687	12/31/2015	MERLINO, RORY	\$210.00

# Payment Register

From Payment Date: 12/16/2015 - To Payment Date: 1/11/2016

120688	12/31/2015	MID-NORTHERN SERVICES	\$225.00
120689	12/31/2015	MINNEAPOLIS/CITY OF	\$33.33
120690	12/31/2015	MN GLOVE	\$162.47
120691	12/31/2015	MN LOCKS	\$141.55
120692	12/31/2015	MN OCCUPATIONAL HEALTH	\$263.00
120693	12/31/2015	MN OFFICE OF ENTERPRISE TECH	\$323.00
120694	12/31/2015	MPELRA-SEMINAR REG	\$200.00
120695	12/31/2015	NATURE CALLS	\$56.50
120696	12/31/2015	NOWICKI, DAN	\$10.81
120697	12/31/2015	NYSTROM PUBLISHING CO INC	\$3,467.13
120698	12/31/2015	O'REILLY AUTOMOTIVE, INC	\$393.42
120699	12/31/2015	PETCO ANIMAL SUPPLIES	\$42.99
120700	12/31/2015	R & R SPECIALTIES	\$34.50
120701	12/31/2015	RED WING SHOE STORE	\$372.27
120702	12/31/2015	REGENCY OFFICE PRODUCTS	\$150.75
120703	12/31/2015	RENNEBERG, PETER	\$70.00
120704	12/31/2015	RICKERT , DENNIS	\$35.00
120705	12/31/2015	RICOH AMERICAS CORPORATION	\$195.88
120706	12/31/2015	RR DONNELLEY	\$187.56
120707	12/31/2015	S ST PAUL ANIMAL HOSPITAL	\$476.07
120708	12/31/2015	S ST PAUL, CITY OF	\$939.83
120709	12/31/2015	SAM'S CLUB/GECRB	\$259.72
120710	12/31/2015	SCHWACH, TINA, S	\$70.00
120711	12/31/2015	SEGLEM, SCOTT	\$70.00
120712	12/31/2015	SELECTACCOUNT	\$253.20
120713	12/31/2015	SHERBURNE COUNTY WARRANTS	\$1,000.00
120714	12/31/2015	SNAP ON TOOLS	\$176.95
120715	12/31/2015	SPEED PRINT INC	\$190.00
120716	12/31/2015	SRF CONSULTING GROUP INC	\$237.28
120717	12/31/2015	ST PAUL/CITY OF	\$8,286.52
120718	12/31/2015	STAPLES BUSINESS ADVANTAGE	\$29.29
120719	12/31/2015	TAYLOR, MICKLE	\$175.00
120720	12/31/2015	TESSMAN SEED	\$126.24
120721	12/31/2015	TOBIN, CONOR, ELVIND	\$70.00
120722	12/31/2015	TOWMASTER	\$237.77
120723	12/31/2015	TROJE'S TRASH PICK-UP SERVICE	\$159.51
120724	12/31/2015	TWIN CITY FILTER SERVICE, INC	\$545.78
120725	12/31/2015	TWIN CITY JANITOR SUPPLY	\$161.00
120726	12/31/2015	TWIST OFFICE PRODUCTS	\$246.21
120727	12/31/2015	U S P C A REGION 18	\$50.00
120728	12/31/2015	UNIFORMS UNLIMITED	\$673.78
120729	12/31/2015	UPS STORE	\$8.63
120730	12/31/2015	VANGUARD CLEANING SYSTEMS	\$1,990.00
120731	12/31/2015	WSB & ASSOCIATES	\$6,856.68
120732	12/31/2015	XCEL ENERGY	\$19,529.43
120733	12/31/2015	ZAYO ENTERPRISE NETWORKS	\$2,099.19
120734	12/31/2015	ZEP MANUFACTURING COMPANY	\$168.00
120735	01/05/2016	METROPOLITAN COUNCIL	\$138,214.18
120736	01/05/2016	TARGET CORPORATION	\$34,362.50
120737	01/05/2016	U.S. BANK NATIONAL ASSOCIATION	\$8,300.00
120738	01/11/2016	A B C RENTAL	\$35.86

# Payment Register

From Payment Date: 12/16/2015 - To Payment Date: 1/11/2016

120739	01/11/2016	A+ CARPET CLEANING	\$1,707.00
120740	01/11/2016	AMERIMARK DIRECT	\$1,593.00
120741	01/11/2016	BAUER BUILT INC	\$801.62
120742	01/11/2016	BOND TRUST SERVICES	\$2,700.00
120743	01/11/2016	BRAUN INTERTEC CORPORATION	\$1,475.00
120744	01/11/2016	BUCK'S FLOORING LLC	\$2,500.00
120745	01/11/2016	CARGILL INCORPORATED	\$23,253.95
120746	01/11/2016	CDW GOVERNMENT, INC	\$5,068.08
120747	01/11/2016	CHADER BUSINESS EQUIPMENT	\$3,225.00
120748	01/11/2016	DAKOTA COMMUNICATIONS	\$55,602.00
120749	01/11/2016	DAKOTA COUNTY SHERIFF'S	\$5,148.00
120750	01/11/2016	DICK'S/LAKEVILLE SANITATION, INC	\$390.95
120751	01/11/2016	DONOHUE & ASSOCIATES	\$4,857.86
120752	01/11/2016	DORIOTT, CHANTAL	\$145.32
120753	01/11/2016	DVS RENEWAL	\$661.00
120754	01/11/2016	EHLERS & ASSOCIATES	\$2,152.50
120755	01/11/2016	ERICKSON, DIANE	\$38.00
120756	01/11/2016	FACTORY MOTOR PARTS	\$107.76
120757	01/11/2016	FARAH, NORMA	\$757.50
120758	01/11/2016	FASTENAL COMPANY	\$10.69
120759	01/11/2016	FIRST-SHRED	\$56.80
120760	01/11/2016	FUN SERVICES FUN RENTAL	\$1,518.44
120761	01/11/2016	GERRY'S FIRE & SAFETY INC	\$760.35
120762	01/11/2016	GOPHER STATE ONE-CALL	\$149.65
120763	01/11/2016	H & L MESABI INC	\$3,235.72
120764	01/11/2016	HARRIS, JAY	\$1,046.25
120765	01/11/2016	HARRIS MECHANICAL SERVICES	\$730.83
120766	01/11/2016	HARTSHORN, JIM	\$57.50
120767	01/11/2016	HOWLADER, NEPAL	\$70.00
120768	01/11/2016	INT'L INSTITUTE MUNICIPAL CLRK	\$155.00
120769	01/11/2016	INVER GROVE FORD	\$15.93
120770	01/11/2016	IOT(INTERNATIONAL OFFICE TECH)	\$469.98
120771	01/11/2016	IPMA-HR	\$100.00
120772	01/11/2016	J R'S APPLIANCE	\$8.00
120773	01/11/2016	JIM MURR PLUMBING	\$4,107.45
120774	01/11/2016	KEEPRS, INC	\$147.28
120775	01/11/2016	KENNEDY & GRAVEN	\$17,303.03
120776	01/11/2016	KRAFT CONTRACTING &	\$4,481.08
120777	01/11/2016	KRÖGH'S INC	\$7,057.21
120778	01/11/2016	LAWSON PRODUCTS INC	\$598.95
120779	01/11/2016	LEAGUE OF MN CITIES	\$1,600.00
120780	01/11/2016	M C M A SECRETARIAT	\$171.45
120781	01/11/2016	MANSFIELD OIL COMPANY	\$11,292.81
120782	01/11/2016	MBPTA	\$100.00
120783	01/11/2016	MCDUVIE, LLC	\$1,419.30
120784	01/11/2016	MCMULLEN INSPECTING, INC	\$4,968.00
120785	01/11/2016	MENARDS	\$465.08
120786	01/11/2016	METROPOLITAN COUNCIL	\$7,380.45
120787	01/11/2016	MIDWEST FENCE &	\$2,135.00
120788	01/11/2016	MINNEAPOLIS OXYGEN CO	\$24.95
120789	01/11/2016	MN CHIEFS OF POLICE ASSOCIATIO	\$290.00

# Payment Register

From Payment Date: 12/16/2015 - To Payment Date: 1/11/2016

120790	01/11/2016	MN DEPT OF TRANS-COMMISSIONER	\$1,142.85
120791	01/11/2016	MN DEPT-EMPL & ECON DEV	\$4,110.00
120792	01/11/2016	MN GLOVE	\$94.99
120793	01/11/2016	MN LOCKS	\$240.95
120794	01/11/2016	MN MUNICIPAL UTILITIES ASSN	\$1,200.00
120795	01/11/2016	MY ALARM CENTER	\$114.75
120796	01/11/2016	NEOPOST	\$178.47
120797	01/11/2016	NORTHERN TOOL & EQUIPMENT	\$679.88
120798	01/11/2016	NYSTROM PUBLISHING CO INC	\$997.70
120799	01/11/2016	O'KANE/PENELOPE	\$32.49
120800	01/11/2016	O'REILLY AUTOMOTIVE, INC	\$93.76
120801	01/11/2016	PLAZA TV	\$746.25
120802	01/11/2016	PUGH, OLIVIA	\$50.00
120803	01/11/2016	REGENCY OFFICE PRODUCTS	\$246.35
120804	01/11/2016	ROAD EQUIPMENT PARTS CENTER	\$177.25
120805	01/11/2016	ROSEN, KEVIN	\$50.00
120806	01/11/2016	SAM'S CLUB/GECRB	\$87.41
120807	01/11/2016	SCHILLING, DENNIS	\$55.70
120808	01/11/2016	SENTRY SYSTEMS INC	\$100.20
120809	01/11/2016	SEWALD/TIM	\$73.39
120810	01/11/2016	SFDMG	\$15,995.68
120811	01/11/2016	SHIMAC, LLC	\$1,100.00
120812	01/11/2016	SHORT ELLIOTT HENDRICKSON, INC	\$22,111.63
120813	01/11/2016	SPRWS	\$849.73
120814	01/11/2016	SRF CONSULTING GROUP INC	\$120,002.96
120815	01/11/2016	ST PAUL/CITY OF	\$976.35
120816	01/11/2016	STIFF, MARY	\$993.00
120817	01/11/2016	SUNGARD PUBLIC SECTOR	\$61,700.00
120818	01/11/2016	TRI COUNTY LAW ENFORCEMENT	\$75.00
120819	01/11/2016	TROJE'S TRASH PICK-UP SERVICE	\$62.69
120820	01/11/2016	TWIN CITY JANITOR SUPPLY	\$274.20
120821	01/11/2016	TWIST OFFICE PRODUCTS	\$654.59
120822	01/11/2016	UNIFORMS UNLIMITED	\$971.00
120823	01/11/2016	UNIVERSITY OF MN	\$730.00
120824	01/11/2016	UNIVERSITY OF MN	\$120.00
120825	01/11/2016	US BANK EQUIPMENT FINANCE	\$1,131.98
120826	01/11/2016	VIKING ELECTRIC SUPPLY	\$224.55
120827	01/11/2016	VIKING INDUSTRIAL CENTER	\$13.13
120828	01/11/2016	W J HAAS MANUFACTURING CORP	\$1,797.50
120829	01/11/2016	WARNING LITES OF MN	\$2,496.00
120830	01/11/2016	WICK, THOMAS H	\$58.00
120831	01/11/2016	WIEDERHOLT, JAY	\$526.50
120832	01/11/2016	WOLD ARCHITECTS & ENGINEERS	\$1,183.17
120833	01/11/2016	WSB & ASSOCIATES	\$250.25
120834	01/11/2016	XCEL ENERGY	\$22,385.83
Type Check Totals:			\$829,555.34

<u>EFT</u>			
634	12/15/2015	ANCHOR BANK OF W. ST PAUL	\$49,975.03
635	12/15/2015	I C M A	\$200.00
636	12/15/2015	I C M A RETIREMENT TRUST-457	\$7,418.75
637	12/15/2015	MII LIFE --- VEBA	\$1,948.97

# Payment Register

From Payment Date: 12/16/2015 - To Payment Date: 1/11/2016

638	12/15/2015	MN DEPARTMENT OF REVENUE	\$10,686.52
639	12/15/2015	MSRS - 457	\$1,655.00
640	12/15/2015	MSRS HCSP	\$2,001.14
641	12/15/2015	PUBLIC EMPLOYEES RETIRMNT	\$48,348.90
642	12/15/2015	MII LIFE --- VEBA	\$1,501.15
643	12/28/2015	HIGHER STANDARDS INC	\$567.20
644	12/28/2015	MN STATE TREASURER	\$4,052.00
645	12/28/2015	NEOPOST - ADVANCE	\$700.00
646	12/29/2015	SELECTACCOUNT	\$435.92
647	12/29/2015	SELECTACCOUNT	\$1,953.58
648	12/29/2015	ANCHOR BANK OF W. ST PAUL	\$44,685.78
649	12/29/2015	I C M A	\$200.00
650	12/29/2015	I C M A RETIREMENT TRUST-457	\$7,418.75
651	12/29/2015	MII LIFE --- VEBA	\$1,948.97
652	12/29/2015	MN DEPARTMENT OF REVENUE	\$9,415.21
653	12/29/2015	MSRS - 457	\$1,655.00
654	12/29/2015	MSRS HCSP	\$1,988.27
655	12/29/2015	PUBLIC EMPLOYEES RETIRMNT	\$42,942.38
656	12/29/2015	PUBLIC EMPLOYEES RETIRMNT	\$372.16
657	12/29/2015	SW/WC SERVICE COOPERATIVE	\$79,646.00
658	12/29/2015	MII LIFE --- VEBA	\$1,501.15
659	12/31/2015	SELECTACCOUNT	\$516.41
660	12/31/2015	US BANK CARDMEMBER SERVICES	\$10,875.25
661	12/31/2015	US BANK CARDMEMBER SERVICES	\$5,000.00
662	10/05/2015	ANCHOR BANK OF W. ST PAUL	\$250.11
Type EFT Totals:			<u>\$339,859.60</u>

TOTAL CHECKS & EFT'S \$1,169,414.94

**City of West St. Paul  
Open Council Work Session  
December 15, 2015**

**1. Roll Call**

Mayor David Meisinger opened the work session at 5:53 p.m. (This meeting started late due to the closed meeting held prior to this meeting.)

Present: Mayor David Meisinger and Councilmembers John Bellows, Pat Armon, Dave Napier, Jenny Halverson, Dick Vitelli and Ed Iago.

Others: City Manager Matt Fulton, Attorney Korine Land, Finance Director Joan Carlson, Community Development Director Jim Hartshorn, Assistant City Manager and HR Director Sherrie Le, Interim City Manager John Powell, Fire Chief Mike Pott, Police Chief Manila Shaver and City Clerk Chantal Doriott.

**2. Approve Agenda**

Council approved the agenda as presented.

**3. Review the Regular Meeting Consent Agenda**

Council approved the regular meeting consent agenda with the following changes:

- Item G – does not show location of schools; the application will have all the info for the grant.
- Corrections to the December 7<sup>th</sup> meeting minutes.
- Clpn. Halverson will leave the meeting early due to a previous scheduled engagement. This is an excused absence.

**4. Agenda Item(s)**

**4.A. Closed Session to Discuss Litigation - Pursuant to MN State Statute 13D.05**

Motion was made by Clpn. Bellows and seconded by Clpn. Halverson to close the meeting at 5:59 p.m. pursuant to Minn. State Statute 13D.05 to discuss litigation items. All members present voted aye. Motion carried.

Attorney Mikhail gave an overview of settlement proposals for properties related to the Robert Street project.

Motion was made by Clpn. Bellows and seconded by Clpn. Halverson to open the meeting at 6:03 p.m. All members present voted aye. Motion carried.

**4.D. 2016 City Meeting Calendar**

Council accepted the draft 2016 meeting calendar which will be placed on the regular meeting agenda.

**4.B. Consider Pursuing "Pollinator Friendly City" Designation**

Dave Schletty gave an overview and Clpn. Napier added additional information

There has been a growing concern around the country about a declining bee and pollinator population and the serious impacts this could have on agriculture businesses. Many cities, including here in the Twin Cities, have been adopting policies and designating themselves as “Pollinator Friendly”. The West St. Paul Environmental Committee heard a presentation from the U of M “Bee Squad” earlier in 2015 and has listed protection of pollinators as a priority topic to consider. The Parks and Recreation Advisory Committee have been pursuing the planting of pollinator friendly plants in the parks. Additionally, both Dodge Nature Center and ISD 197 have expressed interest in creating a better environment for pollinators and would be great partners in this process.

This designation would include a policy for the City to follow in the parks and on other public land as far as best practices and use of certain pesticides. By MN State law, it would not be enforceable on businesses and residents. If this is something the City Council is interested in pursuing, they should consider directing the Environment Committee to research this idea and report back to the Council with the options to designate West St. Paul as “Pollinator Friendly”.

Councilmembers are in favor of the Environmental Committee moving forward with policy recommendations.

#### **4.C. 2016 Neighborhood Meeting Questions**

City Manager Fulton gave an overview of last year’s Neighborhood Meeting questions. Manager Fulton asked Councilmembers to build on these questions. The Mayor was a little concerned about some of the multiple choice options. Manager Fulton will send out the questionnaire with multiple choice answers and have Councilmembers offer comments and suggestions via email.

Some topics discussed:

- Solid waste haulers – there is interest in management of haulers and this is an issue we should be presenting at a work session, possibly January 11.
- Community attitude – is investing a good idea? There was not a lot of discussion about this item.
- Harmon Park – what do you think about the improvements?
- Clpn. Bellows asked if we are better off with fewer questions.
- Clpn. Armon is not sure if all questions are needed this year: City newsletter, Facebook, internet ... not sure answers will be that different this year.
- Regarding Robert Street – rephrase that question – ask about this project.

#### **5. Adjourn**

The work session adjourned at 6:23 p.m.

David Meisinger  
Mayor  
City of West St. Paul

**City of West St. Paul  
City Council Meeting  
December 15, 2015 at 6:30 p.m.**

**1. Call to Order**

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

**2. Roll Call**

Mayor David Meisinger and Councilmembers Pat Armon, John Bellows, Dick Vitelli, Dave Napier, Jenny Halverson and Ed Iago.

Others: City Manager Matt Fulton, Assistant City Manager and HR Director Sherrie Le, Finance Director Joan Carlson, Community Development Director Jim Hartshorn, Police Chief Manila Shaver, Interim City Engineer John Powell, Assistant Community Development Director Ben Boike and City Clerk Chantal Doriott.

**3. Pledge of Allegiance**

**4. Adopt the Agenda**

Motion was made by Clpn. Bellows and seconded by Clpn. Halverson to adopt the agenda with the following revisions:

- 11B Rental License for 218 Annapolis St. and move to new business under 12A Blew Holdings.
- Add new business item G regarding Robert St. project settlement agreement.

All members present voted aye. Motion carried.

**5. OCWS Briefing**

Mayor David Meisinger gave an overview of the works session briefing:

- Closed Session to discuss a settlement for Robert Street project;
- Consider being a “pollinator friendly” city designation – the Environmental Committee will review this and make a recommendation to Council at a later date;
- Review and discussed 2016 Neighborhood meeting questions;
- Review the 2016 meeting calendar;
- Clpn. Bellows had a question regarding a property on Wentworth Avenue; and
- The Council also held a closed session to hold the City Manager performance review – we are happy to announce he passed the review and will continue as our Manager.

**6. Robert Street Review**

Interim City Engineer John Powell gave an overview:

- Construction is essentially complete for this year;

- Roadway has been turned over to MnDOT for winter maintenance;
- Lights are on throughout the corridor;
- Staff had a meeting with Xcel Energy for next year's phase – they are being proactive and have started planning for 2016; and
- Mayor said the City did videotape the entire corridor to protect us and our investment.

Council offered a special thanks to Mr. Powell; we appreciate your efforts and assistance and wish you well. Mr. Powell has been serving on a temporary basis.

City Manager Matt Fulton said Ross Beckwith will join us as our Parks and Rec Director and Public Works Engineer. He brings a lot of experience and was a transportation expert with Dakota County. A special thank you to John Powell, he understands the issues and he made it easy for us to transition through this process (of looking for a new department head).

## **7. Citizen Comments**

Bob Gausman, 1803 Livingston, works on the Parks Committee and is a liaison to the Environmental Committee. He was deeply involved in the turnaround of St. Paul's inner city and Selby Avenue. He spoke about the suburban lifestyle, concentration of lower income and the reverse of population trends, which is a very complex issue. He commented on various committees he served on during the transition of Selby Ave. Mr. Gausman further explained the process the committee and others worked on through these issues. Regarding Robert Street, you are setting the stage for the future and there are decisions that need to be made. He recommends a committee, such as one he sat on for the Selby Ave. project, for our Robert Street/West St. Paul area. Mayor thanked Mr. Gausman for his comments.

## **8. Council Comments**

Clpn. Bellows offered comments on the Nancy Radtz Dance Studio which has been a staple of West St. Paul for nearly 60 years. Ms. Radtz has taught dance and movement, free of charge, to those with disabilities and special needs. She has done this weekly and is to be commended for her work. Another special institution is the Cherokee Tavern who 33 years ago closed their doors for regular business and opened the restaurant up to anyone in the city who was having difficulties and would find it hard to celebrate Thanksgiving. This year the Casper family, staff and volunteers served 3,500 Thanksgiving Day meals and also made home deliveries. This year the Casper family carried on the tradition, despite the passing of Dorothy, who passed a few days before Thanksgiving. Thanks to everyone who does special work for our community and the city.

Clpn. Armon said he is looking for a little help to take down these signs (showed a yellows sign that said "Own to Lease") as they are not compliant. If you see one of these signs please feel free to take it down and dispose of it. It is illegal to post signs on poles in West St. Paul.

Mayor Meisinger said Humboldt High School had 50 youth who served Thanksgiving meals. He also wants to congratulate folks at Signal Barber, the last of the original stores at Signal Hills, celebrating their 60<sup>th</sup> anniversary. He also wanted to recognize the Secret Holiday Shop including the many volunteers, sponsor Ideal Credit Union and many others. There were over

126 kids who got to participate in this program. Thank you to everyone involved in this great event.

Clpn. Iago offered get well and best wishes to Senator Jim Metzen. He also thanked everyone who assisted with the Holiday Shop program especially Recreation Programmer Ali Lutkin. Ali brings her husband, mother, father and other family members as well as many other volunteers to make this event happen. Ali deserves a lot of credit for organizing this event.

Clpn. Napier gave a thank you to Dakota County Chamber for hosting the annual Business Excellence awards. A couple of West St. Paul businesses were recognized. Also, thanks to the West St. Paul Kiwanis Club for partnering with the YMCA and hosting a pancake breakfast with Santa. The breakfast is a great way to see Santa and have breakfast.

Clpn. Vitelli said he received a positive comment from a long-time resident who said we did a great job with the Robert Street project.

## **9. Proclamations, Presentations and Recognitions**

### **A. Accept \$250 Donation from Ideal Credit Union for Secret Holiday Shop**

Mayor David Meisinger gave an overview of the donation received by Ideal Credit Union. On December 12, 2015 the Parks and Recreation Department hosted its 2nd Annual Secret Holiday Shop at City Hall. This program gave kids the opportunity to shop for Christmas presents for family and friends. Kids arrived with parents and created a list of who they wanted to buy for along with a budget. Parents then purchased tickets for the kids to shop with. Kids were escorted by a shopping buddy into the "Holiday Shop" where they browsed over many gift items and used their tickets to buy the gifts. They were then assisted with wrapping each gift and finally brought back to their waiting parents. This program proved very successful with over 120 kids in attendance.

Motion was made by Clpn. Armon and seconded by Clpn. Iago to graciously accept the donation from Ideal Credit Union in the amount of \$250.00 for the Secret Holiday Shop event. All members present voted aye. Motion carried.

## **10. Consent Agenda**

- A. Police Department Licensing
- B. City Council Meeting Minutes – Special Meeting for December 7, 2015 (amended), OCWS and Regular Meeting of November 23, 2015 (amended)
- C. List of Claims
- D. Rental Licensing
- E. Gambling Premise Permit
- F. Police Department Licensing 2016 Animal License Renewal
- G. Resolution No. 15-114 in Support for Solicitation of a Safe Routes to School Grant
- H. November 2015 Budget Report
- I. Cancel 12-28-15 OCWS and Regular Council Meeting
- J. Declare Public Works/Parks Vehicles as Surplus and Authorize Disposal

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier to approve the consent agenda items as listed and presented. All members present voted aye. Motion carried.

## **11. Public Hearing**

### **A. 2016 Budget Meeting**

City Manager Matt Fulton stated that this is one of the most important decisions the City Council makes during the year. Staff and Council have been reviewing and amending the budget during the last few months. There was a significant decrease due to diligent work by staff and Council.

Finance Director Joan Carlson gave an overview of the budget process which started in May. Staff presented a preliminary budget to Council in August. We continued to work on the budget through last week which is what we will present this evening. Director Carlson reviewed the strategic priorities, adopted by the Council, that drive the budget including projects that correspond to the priorities for our community. The proposed budget has been reduced from the preliminary levy of 6.86% to 4.75%.

#### Comments:

- Police Chief Shaver explained the hiring of two Police Customer Service Officers (CSOs). They help with department efficiencies and community activities, as well as code enforcement.
- Housing Inspector Coordinator will be offset by rental fees.
- Council discussed the budget in detail. There are a few items that all Council is not in favor of. Attorney Land said Council could adopt the resolution and make amendments to see if there were 5 votes to avoid a veto. The mayor explained there was money in previous budgets for travel and conferences. In 2016 he is proposing a reduction. Mostly this is due to the extreme costs of Robert Street. He further explained reductions he is in favor of and asked Council to live within its means. He is not in favor of adding \$10,000 for travel and conferences. Clpn. Napier said it's critical to leave \$2,000 in for the strategic planning and roles identification and keep the Alliance for Innovation conference for the manager. The mayor would approve having one City Council person attending an out of state conference.
- Clpn. Armon thanked Mayor Meisinger for allowing five Councilmembers to go to the Minnesota Cities conference. Clpn. Armon said he attended a conference in Seattle in which he befriended a Walmart employee. This relationship assisted with West St. Paul partnering with our Walmart, on a project, and he feels the state conference is important. He is in favor of \$2,000 for a strategic planning and roles session.
- Clpn. Halverson agrees to leave \$2,000 for strategic planning and to leave in the manager's ability to attend the Alliance for Innovation conference. She supports the idea to keep \$3,800 in the budget.
- Clpn. Vitelli said these out of state conferences are important. He is ok with \$3,800 for a strategic planning session and conference for the City Manager and recommends rounding the amount to \$4,000.

Additional comments regarding strategic planning and facilitation services and costs were made. Comments were made regarding Councilmembers attending state and other conferences. Comments regarding the high costs of the Robert Street project were also made.

Manager Fulton added comment about the budget and various items that might not receive funding such as conference fees, travel and membership for the Alliance of Innovation. Being a member of the Alliance of Innovation provides employees opportunities and it's a tool. The National Alliance for Innovation is going to be held in St. Paul in conjunction with the Minnesota League Conference.

Clpn. Napier asked Manager Fulton if not having Alliance membership hinders his role as chair of that organization. It's awkward said Manager Fulton. Clpn. Vitelli said it does look a little awkward to have the manager be a chair and the council doesn't support it; it's \$1,800.00 in a several million dollar budget.

Clpn. Iago would support picking one: \$1,800 for Alliance for Innovation membership or \$2,000 for a strategic planning session.

Clpn. Bellows said he understands this is Clpn. Armon's motion for \$2,000 for a strategic planning session. Clpn. Bellows supports \$2,000 to put aside and the Council will decide the purpose and it would not be spent without further action by the Council. Clpn. Armon said he would like to stick with his motion to allow \$2,000 for strategic planning with a facilitator so we can discuss how we can work together more effectively; we can consider the Alliance membership under separate order.

Clpn. Napier said we have momentum going in our city and he wants to keep our employees moving forward. We need to work efficiently for the city and for the employees. Mayor Meisinger believes momentum will keep moving forward with elimination of the 2 items being discussed.

The public comment session opened at 7:45 p.m. No one wished to speak. The public comment session closed immediately.

Motion was made by Clpn. Armon and seconded by Clpn. Vitelli to add \$2,000 into the budget for strategic planning and roles and responsibilities so the City Council can set goals. Clpns. Armon, Halverson, Iago, Napier, Vitelli voted aye. Clpn. Bellows voted nay. The motion carried.

Mayor Meisinger clarified that the \$2,000 approved in the above motion is to amend the levy amount to be certified to the County. Director Carlson said that is correct.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to increase the budget by \$1,800.00 so we can remain a member of Alliance for Innovation membership. Mayor Meisinger is not in favor of this increase. Clpns. Armon, Halverson, Napier and Vitelli voted aye. Clpns. Bellows and Iago voted nay. The motion carried.

Mayor Meisinger clarified that there was a budget addition of \$1,800 so the city can be an Alliance for Innovation member.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to accept the levy with the two increases: \$2,000 for a strategic planning session and \$1,800 for Alliance for Innovation members. Clpns. Armon, Halverson, Napier and Vitelli voted aye. Clpns. Iago and Bellows voted nay. Motion carried.

Mayor Meisinger said unfortunately he will veto the motion tomorrow morning. Council can consider a new motion or plan a special session. This is nothing new as his arguments were made at the December 7<sup>th</sup> meeting and he stands his ground.

Clpn. Bellows asked for reconsideration by one of the Councilmembers who made the original motion. Mayor Meisinger clarified he would veto the \$1,800 addition into the budget; he is in support of the \$2,000 for strategic planning.

Attorney Land said Council could reconsider the last motion to adopt the budget and levy with both amounts. Reconsider that motion and approve with the \$2,000 increase.

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to approve a budget increase of \$2,000 and approve the 2016 budget and levy. Further discussion; there was no vote taken.

Motion was made by Clpn. Napier and seconded by Clpn. Bellows to adopt Resolution No. 15-115 approving the 2016 Budget and Tax Levy with a \$2,000.00 increase for the City Council to hold a Strategic Planning/Roles and Responsibilities session. All members present voted aye. Motion carried.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to adopt Resolution No. 15-116 approving and authorizing the Reduction of Required Debt Levy for 2009 GO Refunding Bonds as presented. All members present voted aye. Motion carried.

Motion was made by Clpn. Bellows and seconded by Clpn. Iago to adopt Resolution No. 15-117 approving and establishing Storm Sewer Utility Rates and establishing Sanitary Sewer User Rates as presented. All members present voted aye. Motion carried.

### **C. Zoning Ordinance Amendment, Section 37.8 to allow off-premises signs through a Conditional Use Permit in the B3, B4, and B6 Districts - City of West St. Paul**

Assistant Community Development Director Ben Boike gave an overview. This is a final ordinance reading for a Zoning Ordinance amendment to allow off-premises signage to be located on properties directly adjacent to Robert St. through a Conditional Use Permit. The Zoning Ordinance does not currently allow off-premises signage in the commercial districts. The draft amendment includes the following requirements:

- a) Sign must be located on a property directly adjacent to Robert St.
- b) Off-premises signage is for a commercial-zoned business directly adjacent to the property on which the sign is located.

- c) The off-premises signage must be on a free-standing sign.
- d) Only one free-standing sign is allowed for each property. The sign must meet the design requirements as outlined in Section 37.7(6).
- e) If the off-premises sign is co-located on signage for the property on which the sign is located, the size of the entire sign may be increased to a maximum of 70 sq. ft. Maximum height is limited to 10 feet.
- f) Up to a maximum of two businesses may be co-located on a free-standing sign.

Comments:

- Clpn. Bellows is opposed.
- Clpn. Halverson agrees with Clpn. Bellows and is opposed.

Public hearing opened at 7:57 p.m.

No one wished to speak.

Public hearing closed at 7:57 p.m.

Motion was made by Clpn. Iago and seconded by Clpn. Vitelli to approve the final reading and adopt Ordinance No. 15-13 Amending the Zoning Ordinance Section 37.8, Signs Regarding Off-Premise Signs as presented. Clpns. Armon, Iago, Napier and Vitelli voted aye. Clpns. Bellows and Halverson voted nay. Motion carried.

#### **D. Zoning Ordinance Amendment, Section 25.2 to allow private garages through a Conditional Use Permit in the B5 District - City of West St. Paul**

Assistant Community Development Director Ben Boike gave an overview. As previously discussed at a work session, the attached Zoning Ordinance amendment will allow private garages (definition of garage includes carports) to be constructed in the B5 District through a Conditional Use Permit. The Zoning Ordinance does not currently allow private garages/carports in the district. The draft amendment includes the following requirements:

- a) Principal Use of the property is Mixed-use;
- b) Property includes an owner occupied residential unit;
- c) Structure meets the provisions of Section 33.7. In addition metal framing and metal roofing is not allowed.
- d) Carport structures must be secured to a cement slab or footing.

There were no comments made by Councilmembers.

Public hearing opened at 7:59 p.m.

No one wished to speak.

Public hearing closed at 7:59 p.m.

Motion was made by Clpn. Napier and Clpn. Halverson to approve the final reading and adopt Ordinance No. 15-14 Amending the Zoning Code Section 25.2, regarding Private Garages in the B5 District. All members present voted aye. Motion carried.

### **E. Approve 2nd Reading of Public Easement Vacation at 246 Oakview Road**

Interim City Engineer gave an overview. The property owner at Oakview Road is in the process of relocating the property line between two lots that they own. Each of the current lots has 5-foot standard lot line easements. In order to complete the boundary line adjustment, the property owner will vacate the easements along the current lot line and dedicate easements along the new line. With the lot line shifted, the existing easements will not be needed. The property owner has applied to vacate the easements, which are shown on the attached plans.

A vacation of public easements must be done by ordinance, which requires two readings, the second of which must be a public hearing. The first reading was held on November 23, 2015. This evening's second reading is the required public hearing. Since the notice was published in the South West Review newspaper, staff has not been contacted by anyone regarding this vacation request.

There were no comments by Councilmembers.

Public hearing opened at 8:00 p.m.

No one wished to speak.

The public hearing closed at 8:00 p.m.

Motion was made by Clpn. Bellows and seconded by Clpn. Halverson to approve the final reading and adopt Ordinance No. 15-16 providing for the Vacation of Certain Easements by Ordinance pursuant to the City Charter. All members present voted aye. Motion carried.

## **12. New Business**

Attorney Korine Land stated that the rental license applications for Blew Holdings and 1234 Properties LLC are for two separate considerations.

### **11.B. Moved to New Business: Rental License Hearing for 218 Annapolis St. W. & 966/976 Robert Street - 1234 Properties, LLC**

Attorney Korine Land gave a short overview. This is the first time we have had time to review this license and there have been some concerns. Staff is recommending approval with conditions, as a provisional license.

Assistant Community Development Director Ben Boike gave an overview of the request for license renewals for 218 Annapolis and the new licenses for 966/976 Robert St. Detailing

information was outlined in the Council packet and available on the City website. Mr. Boike said Council should consider:

- 1) approve the licenses as proposed
- 2) approve the licenses with conditions
- 3) approve provisional licenses for both properties
- 4) deny license(s) for 218 Annapolis and/or 966/976 Robert Street

Staff is recommending:

- 1) 218 Annapolis W be converted to a provisional rental license
- 2) 966/976 be approved as a provisional rental license for 3 units

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to deny approval of any of the licenses as presented at 218 Annapolis and 966/967 Robert Street. No vote was taken and comments continued.

Clpn. Vitelli said the city is not in the business of helping people to run their businesses. It's not up to the taxpayers to assist this property owner with running his businesses or the people residing there.

Clpn. Iago said this body (City Council) has had experience with rental properties for people with special needs. We know that there can be a 180-degree turn. Fifty police calls are incredible. This must be turned around before he would support any license approvals.

Clpn. Vitelli said we have multiple problems with the Robert Street buildings. It is not being run like a condominium should be run. They need a 24/7 person on site at all time to assist the residents. The landlord is absent and something is going on down there. It's inappropriate for us to approve a license at this time.

Attorney Land said if the Council's direction is to deny the licenses, you should set a denial hearing so the applicant can provide due process. Staff recommendation is approval of a provisional license.

Public hearing opened at 8:12 p.m.:

- David Brooks, 2168 Juliet in St. Paul is a representative for 1234 Properties, LLC and One Life Services. When we acquired the property there were existing problems. One item we put in place was support so the program allows for 24 emergency supports. We have converted one of those units for someone to live on site full time. We have a compliance department to address these issues, which he just learned about. Regarding the 50 police calls, they may have been for staff on site or health issues. A number of the issues have been resolved. Police Shaver said the last call was on November 22, 2015 for a suspicious person. Police Shaver said he has had conversations with Mr. Brooks and they most recently spoke about the ROMA meetings. Mr. Brooks said an associate has been attending most ROMA meetings – 80 to 90% attendance. Our clients are vulnerable adults and a lot of issues have been taken care of. At this point there needs to be someone there 24 hours and there is now. We have staggered shifts and in the evening there is a caretaker on site. Clpn. Vitelli is fed up with absentee landlords. Mr. Brooks said he

understands and he has taken steps to mitigate the issues. Mr. Brooks said for every police call there is a story and he explained a story.

- Clpn. Armon said the reason he seconded the motion is because we have vulnerable adults on Robert St. and we could expose them to problems in this area. Mr. Brook said the person who was an issue at Robert St. has been transferred to another facility. Clpn. Armon is concerned about vulnerable adults being in unsafe facilities. At 966 is there a supervisor? Yes, there is onsite security. At 218 Annapolis is a careworker. Someone floats between all metro properties; 24/7 is not existent at Robert St.
- Clpn. Halverson said this can be discussed during a hearing if the motion passes.
- Clpn. Bellows said to Mr. Brooks it's apparent there are serious issues and you deserve the opportunity to review documents and have a right to a full hearing.

The public hearing closed at 8:20 p.m.

Attorney Land said notice should be given at least 20 days in advance so we would be able to call a public hearing to consider denying the licenses.

Mr. Brooks asked if he would be given access to all the information the City Council and staff have to prepare their hearing. Yes, the information is public record said the Mayor.

Councilmembers offered additional comments. Clpn. Napier asked for a call to the vote. The following motion was restated for the vote:

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to deny approval of any of the licenses (owner Mr. David Brooks) as presented at 218 Annapolis and 966/967 Robert Street and hold a denial hearing in which the applicant will be noticed at least 20 days in advance. All members present voted aye. Motion carried.

Mr. Brooks asked questions and Mayor Meisinger provided answers. There are 13 items to address in the provisional license being considered for approval; that would be a good start to become compliant with those items.

**12.A. Rental License Applications for 966/976 Robert St. - Blew Holdings LLC** (3 unit apartment building – owner Eldon Marier – additional license for 101 and 102). Inspections are complete and all fees have been paid to date. There have been police calls at this property.

Attorney Land gave an overview. Staff's recommendation is to deny the license renewal. The property owner has been notified of a potential application denial. The application for a rental license is at #101 and #102 at the property located on Robert St.

Comments:

- Clpn. Vitelli is in favor of license denial. Clpn. Vitelli would like to hear from applicant. He is not in favor of renewal of the license.
- Mr. Marier, 4660 Barbato Court, Inver Grove Heights, feels they have made substantial improvements since the last time he was before this Council. They are very involved in the property. They did have major issues and he apologizes. He requests a denial hearing

or to consider tabling these applications for 60 days to finish getting the buildings operating the way they should. They are not completely happy either. They have been working with Laura Vaughn, Crime Prevention Specialist.

- Mayor Meisinger said there were 25 items on the provisional license. Mr. Marier said they have attempted to review all items and would like 60 more days to comply.
- Clpn. Armon asked if the tenants are able to control heat in their units. Mr. Marier said they have heat controls in their unit. They have a unit that has a control that was not working and they are working to fix this and the repair person will be out, hopefully, this week. Clpn. Armon said there is still a garage door missing. Mr. Marier said there shouldn't be any missing doors and it most likely is just left open. The person that lives there leaves it open. Clpn. Armon asked if since the Thanksgiving incident – has the association or anyone been able to assist with restoration of the damages and/or replacement of stolen items. Mr. Marier said he has not spoken to the tenant regarding restitution of that unit; they have assisted the police dept. in apprehending the perpetrator.
- Clpn. Bellows noticed *item h* requires you to enforce lease agreements. What has been done in the last 3 months? There are 2 people pending an eviction and no retaliations have been made said Mr. Marier.

Assistant Community Development Director Ben Boike gave a recap and overall summary. Mr. Marier has made strides. What we are seeing is poor tenant behaviors and lease enforcement issues. Staff is recommending denial of the license.

Attorney Land said the applicant was given notice for this evening that the license might be denied and he is present to defend his license. It is up to the Council if you want to set a denial hearing or deny the license tonight.

Chief Shaver said a license usually lasts until regular expiration or with a provisional license until the owner gets the property back into order.

Motion was made by Clpn. Vitelli and seconded by Clpn. Iago to adopt Resolution No. 15-118 Denying two rental license applications for units 101 and 102 at 966 Robert Street for Blew Holdings, Inc. No vote was taken. The public was given an opportunity for comment.

Public comments:

- Ron Loco was the resident who had his apartment broken into. He is a retired renter and his income is limited. He is frustrated because no one was monitoring the cameras and he had to wait until the landlord (Marier) returned from a hunting trip (a few days) to gather camera information. The person that broke into his apartment was living at #208 and he wasn't on the lease.
- Alicia Jackson, 976 Robert St. #303, she is not here to speak poorly of Eldon (Mr. Marier) – she has seen good things being done to the building and things that need improvement. She feels the heat is not controlled by her or the tenants but rather the building owner. The halls are nasty and should be taken care of. We deserve a nice place to live as renters. She would continue to rent from Eldon and she is not here to bash him.
- Vince Ferguson, 976 Robert St. #101, is also a tenant whose apartment was broken into on Thanksgiving and he is not here to talk poorly about Eldon. He would like the lease

agreement issues to be enforced and be able to have the cameras accessed in a timely manner. The arrest for the break-in happened 4 days after the incident, not a timely manner. He supports denial of the application.

- James Brady, 976 Robert St. #306, lives there now but decided not to stay there for the last 6 months. His heat does not work and Eldon said he would adjust it and it worked but now today it is cold in his apartment again. He believes someone is messing with the heat. He is here to support denial of all the licenses.
- Gregory Jackson, 976 Robert St. #303, contrary to everyone else he is in support of Eldon. He is a person who has had a rough-go at life. Eldon is one of the few people who gave him an opportunity for housing. He doesn't think this (the issues) should be laid on one person. Eldon has made attempts to rectify many things such as the heat. Shutting Eldon down will not alleviate the issues in these buildings.

Clpn. Bellows asked if we deny the rental license for these two units, and if Mr. Marier shows us he can do well with the other units they own, can he come back at a later date for approval of the denied license. No said Attorney Land.

Clpn. Iago said we heard from some tenants this evening and Clpn. Armon about a heat situation and this is alarming. He asked Mr. Hartshorn and Mr. Boike to have our inspector make an inspection for these heat issues. This is not a time to have a tenant worry about a warm structure. This is not acceptable. Please let the City Manager and Chief of Police know if this passes the appropriate inspection. Mayor Meisinger said complying with code is a condition that must be met and that includes proper heating of the units.

Eldon Marier made comments about the thermostat and heating in a couple of units. About every other day he goes through the zones and makes sure he knows the valve is open so the heat is working properly in the units.

Back to the motion:

Motion was made by Clpn. Vitelli and seconded by Clpn. Iago to adopt Resolution No. 15-118 Denying two rental license applications for units #101 and #102 at 966 Robert Street for Blew Holdings, Inc. All members present voted aye. Motion carried.

Mayor Meisinger added that we are working with the owner on the 25 provisions of the current license.

The meeting recessed at 8:57 p.m.

The meeting reconvened at 9:02 p.m.

## **B. Resolution and Order to Repair or Remove Structures at 823 Allen**

Attorney Korine Land gave an overview. The City has been addressing nuisance activity and code enforcement issues at 823 Allen Avenue for many years. The City initiated a Minn. Stat. §463 action in 2000 due to hazardous, unsanitary and unsafe conditions in the dwelling that

resulted in a construction company volunteering its costs and services to correct the violations on behalf of the owner. The City initiated a nuisance abatement action in 2005 that resulted in the removal of the owner and all occupants from the property for a period of one year. City Staff is again requesting that the Council initiate a hazardous building action under Minn. Stat. §463. The conditions at the property have again deteriorated to the point that it has been posted as uninhabitable and all occupants have been removed. The process to pursue an action against a hazardous building or property is articulated in Minn. Stat. §463.15-463.251 and was outlined in the Council meeting packet.

There are 52 conditions and staff would like to add another condition that the owner hires a professional exterminator so the property is free of vermin. The owner will be allowed access to the property for purposes of compliance from Monday through Friday, 8:00 a.m. to 5:00 p.m. Staff would also like to install exterior security cameras due to theft claims by the owner.

Comments:

- Mayor Meisinger said when he was on Council in 1999 this property was in this condition. The neighbors have dealt with this for too many years.
- Clpn. Armon commented on the correction order and time line with upcoming meetings.
- Clpn. Iago asked if the owner can be removed – yes, it would be considered trespassing. What about tenants? They would also be given trespass citations and/or removed. It would be the police department's discretion.
- Clpn. Vitelli asked if there were other owners. Ms. Kregel owns it outright but there are 2 liens against the property and they would be notified.

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to adopt Resolution No. 15-119 and Order to Repair or Remove Structures at 823 Allen Avenue as presented. All members present voted aye. Motion carried.

### **C. Charter Commission Amendment, Section 3.01**

Attorney Korine Land gave an overview. On December 1, 2015, the Charter Commission met for its annual meeting and discussed an amendment to City Charter Section 3.01 regarding Special Meetings, at the request of the Mayor. The suggestion was that the identities of the requestors be included in a special meeting notice. For example, if a special meeting is called by the Mayor, the notice would state that the meeting was being called at the Mayor's request. Similarly, if 3 Council members requested a special meeting, the notice would identify the requestors of the meeting. The Charter Commission unanimously voted to approve this Charter amendment and forward it to the City Council.

There were also terms expiring and we added a provision that terms expire in March in 2016. Two members were in support of being reappointed: Mr. Mark Tessmer and Ms. Wendy DeVore and they asked Council to accept this recommendation and send a report to the District Court.

Motion was made by Clpn. Napier and seconded by Clpn. Iago to approve the Charter Amendment to Section 3.01 per recommendation of the Charter Commission. All members present voted aye. Motion carried.

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier to send a letter to the District County and reappointment Charter Commissioners Mark Tessmer and Wendy DeVore as recommended. All members present voted aye. Motion carried.

Motion was made by Clpn. Armon and seconded by Clpn. Vitelli to amend the agenda and consider 486 Ruby Drive agenda item at this time.

### **E. Approve Encroachment Agreement for 486 Ruby Drive**

Interim City Engineer John Powell gave an overview. The property owner at 486 Ruby Drive has contacted the City via their real estate advisors and surveyor to request an encroachment agreement at their property. 486 Ruby Drive is Lot 13, Block 2, Tilsen Garden Valley Addition which was platted in 1957. The right of way for White Oak Drive located immediately south of this property was platted with Dean's Addition in 1970.

As shown on the attached Survey of Encroachments (Exhibit A), the existing garage at this address extends into the five-foot drainage and utility easement platted along the south edge of Tilsen Garden Valley Addition. This area has been fully developed for many years. In staff's opinion, allowing this encroachment to remain via an encroachment agreement will not significantly affect the City's ability to maintain the drainage system in this area. In addition to the garage encroachment, the wood fence shown on the survey is shown to encroach into the White Oak Drive right of way by 4.7 feet. This fence is over six feet away from the traveled roadway. Based on the distance from the roadway edge, the fact that White Oak Drive is a low speed local roadway serving only four lots, staff recommends that this encroachment be allowed to remain via an encroachment agreement.

Motion was made by Clpn. Vitelli and seconded by Clpn. Iago to approve the encroachment agreement for 486 Ruby Drive as presented. All members present voted aye. Motion carried.

### **D. Council Report - El Taquito's Alcohol License**

Police Chief Shaver gave an overview and said it is the police department's responsibility to conduct annual and periodic compliance checks on several types of City-issued licenses, including alcohol licenses. In doing so the police department works hard to educate licensee on their responsibilities and to establish an open relationship. The police department wants licensees to succeed, not fail, in their license responsibilities.

Mr. Jose Escoto is the owner of El Taquito, a Mexican restaurant located at 1434 Robert Street. He has applied for and received an alcohol license from the City for many years. During this past year Mr. Jose Escoto has been obstructive and confrontational with officers. In one case during an alcohol compliance check Mr. Escoto continually confronted the officers and a decoy to the point the officers feared for the decoy's safety. There were numerous police reports and comments outlined in the Council meeting packet.

Attorney Land said most license approvals come on the consent agenda and liquor licenses are approved annually. Sometimes a license requires a little extra attention and care and may come before you such as this license. A license does not need to be renewed and can be revoked or suspended or approved with conditions. This is not a denial hearing.

Comments:

- Mayor Meisinger read the resolution which outlines all conditions being considered to be placed on the license.
- Clpn. Armon asked about the license fee. There is no extra fee being placed on the license due to the conditions.
- Alex Escoto, 46 East Elizabeth Street, is upset about what was said about his father. He is asking for the license to be approved without any conditions. The most recent report regarding the video was explained in detail. His father told the police department that he did not know how to remove the video as he does not know how to do this. Alex played a recording. His father received the letter and came to the police department respectfully. Alex continued with comments about potential event inaccuracies outlined in the letter his father received.
- Clpn. Bellows said you utilized a recording of your father – this is a difficult position as he is not speaking and you are speaking for him. Regarding the video could you take it out rather than having our officers do this? There are obligations on your father’s part. The conditions are simply asking for respect, in writing. We have some basic questions and why he didn’t get the tape to the police officers and why it took so long to respond. Alex said his father’s first language is Spanish and because he is not well spoken, he asked his son to speak for him. He didn’t know about the video until the 12<sup>th</sup> and he came right here to the police department.
- Clpn. Halverson said she understands Alex’s concerns and that a person would want the truth to be told. She is concerned that the condition “cooperate” is vague and if it can be enforced. Chief Shaver said it takes two to cooperate and the condition is there to help with respect issues on both sides. It is hard to enforce.
- Comments ensued regarding the pulled over vehicle. Clpn. Iago said there may need to be improvement on both sides. You can live up to what’s on paper. Alex said he does feel like this is a more personal issue and this is a vague requirement. We are a family owned business and haven’t had a problem. How can we trust that (police) department? Clpn. Iago said that department gets approximately 27,000 calls a year and he hasn’t remembered any comments about potential issues.
- Clpn. Vitelli made comments on what is respectful and disrespectful and what is vague. Attorney Land said when the police department asks for something and the applicant doesn’t comply, it could be considered disrespectful. It (an action) would have to be something substantial though and then it would be brought to you (Council) for your determination (consideration).

Motion was made by Clpn. Vitelli and seconded by Clpn. Bellows to approve and adopt Resolution No. 15-120 approving a Conditional on-Sale Intoxicating Liquor License for El Taquito as presented. Clpns. Iago, Vitelli, Bellows, Armon and Napier voted aye. Clpn. Halverson voted nay. Motion carried.

Mayor Meisinger left the meeting at 9:46 p.m. due to the nature of the next agenda item. Mayor Pro Tem Ed Iago took over the meeting.

#### **F. Approve Final Payment to Meisinger Construction for Harmon Park Buildings**

City Manager Matt Fulton gave an overview. All construction work on the new buildings for the Harmon Park project has been completed in accordance with the plans and specifications. All outstanding issues and punch list items have been addressed. The contractor, Meisinger Construction, has submitted all necessary paperwork and a request for final payment. There is one minor issue with one of the subcontractors not making final payment on their City electrical permit. This issue was brought to Meisinger Construction's attention and they plan to help resolve this issue and get payment to the City as soon as possible. If approved tonight, the check for final payment would be approved at the next City Council meeting. If this issue has still not been resolved, the City can withhold distribution of the check until it has been. Staff does not feel this should hold up approval of final payment and along with the architect are in favor of closing this project out.

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to approve final payment to Meisinger Construction with the caveat that we get the payment owed to us by the electrical contract as stated in the Council Memo. All members present voted aye. Motion carried.

Mayor Meisinger returned to the meeting.

#### **Target Acquisition Settlement Agreement - Robert Street Project**

Attorney Land explained this item that was discussed during the work session. Consideration of the acquisition payment agreement to Target, as part of the Robert Street project, which is subject to slight modification by the attorney to add the property description.

Motion was made by Clpn. Bellows and seconded by Clpn. Halverson to approve the settlement agreement with Target and allow the attorney to add the property description to said agreement. All members present voted aye. Motion carried.

#### **13. Old Business**

There was no old business to discuss.

#### **14. Adjourn**

Motion was made by Clpn. Napier and seconded by Clpn. Iago to adjourn the last meeting of this year at 9:50 p.m. All members present voted aye. Motion carried.

David Meisinger  
Mayor  
City of West St. Paul

**TO: Mayor and City Council**  
**FROM: Matt Fulton, City Manager**  
**DATE: January 11, 2016**  
**SUBJECT: 2016 City Meeting Calendar**

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**BACKGROUND INFORMATION:** The City Council reviewed the 2016 city meeting calendar at the last work session. There have been no suggested meeting date/time changes from the Council or any regular meeting committee.

**FISCAL IMPACT:** None

		<b>Amount</b>
<b>Fund:</b>		
<b>Department:</b>		
<b>Account:</b>		

**STAFF RECOMMENDATION:** Accept and publish the attached 2016 city meeting calendar as proposed.

# 2016 Council Calendar

Council Meetings (6:30 p.m.); Open Council Work Sessions (5:00 p.m.) held before regular Council meetings; EDA meets as needed following a regular Council meeting; Park & Rec Comm (5:30 p.m.) meets 2nd Tuesday; Planning Commission (7:00 p.m.) meets 3rd Tuesday; Environmental Comm (6:00 p.m.) meets 1st Wednesday

JANUARY							FEBRUARY							MARCH								
Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat		
					1 Holiday	2			1	2 3 Environmental		4	5	6				2 Environmental		3	4	5
3	4	5	6 Environmental	7	8	9	7	8 Council	9 Park & Rec	10	11	12	13	6	7	8 Park & Rec	9	10	11	12		
10	11 Council	12 Park & Rec	13	14	15	16	14	15 Holiday	16 Planning	17 SMFD - WSP	18	19	20	13	14 Council	15 Planning	16 SMFD - WSP	17	18	19		
17	18 Holiday	19 Planning	20 SMFD - WSP	21	22	23	21	22 Council	23	24	25	26	27	20	21	22	23	24	25	26		
24/31	25 Council	26	27	28	29	30	28	29						27	28 Council	29	30	31				
APRIL							MAY							JUNE								
Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat		
					1	2	1	2	3	4 Environmental	5	6	7				1 Environmental	2	3	4		
3	4	5	6 Environmental	7	8	9	8	9 Council	10 Park & Rec	11	12	13	14	5	6	7	8	9	10	11		
10	11 Council	12 Park & Rec	13	14	15	16	15	16	17 Planning	18 SMFD - SSP	19	20	21	12	13 Council	14 Park & Rec	15 SMFD - SSP	16	17	18		
17	18	19 Planning	20 SMFD - SSP	21	22	23	22	23 Council	24	25	26	27	28	19	20	21 Planning	22	23	24	25		
24	25 Council	26	27	28	29	30	29	30 Holiday	31					26	27 Council	28	29	30				
JULY							AUGUST							SEPTEMBER								
Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat		
					1	2			1	2 3 Environmental	4	5	6						1	2	3	
3	4 Holiday	5	6 Environmental	7	8	9	7	8 Council	9 Park & Rec	10	11	12	13	4	5 Holiday	6	7 Environmental	8	9	10		
10	11 Council	12 Park & Rec	13	14	15	16	14	15	16	17 SMFD - WSP	18	19	20	11	12 Council	13 Park & Rec	14	15	16	17		
17	18	19 Planning	20 SMFD - WSP	21	22	23	21	22 Council	23 Planning	24	25	26	27	18	19	20 Planning	21 SMFD - WSP	22	23	24		
24/31	25 Council	26	27	28	29	30	28	29	30	31				25	26 Council	27	28	29	30			
OCTOBER							NOVEMBER							DECEMBER								
Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat		
						1			1	2 Environmental	3	4	5						1	2	3	
2	3	4	5 Environmental	6	7	8	6	7	8 Park & Rec	9	10	11 Holiday	12	4	5	6	7 Environmental	8	9	10		
9	10 Council	11 Park & Rec	12	13	14	15	13	14 Council	15 Planning	16 SMFD - SSP	17	18	19	11	12 Council	13 Park & Rec	14	15	16	17		
16	17	18 Planning	19 SMFD - SSP	20	21	22	20	21	22	23	24 Holiday	25 Holiday	26	18	19	20 Planning	21 SMFD - SSP	22	23 Holiday	24		
23/30	24 Council	25	26	27	28	29	27	28 Council	29	30				25	26 Holiday	27	28	29	30	31		

**TO:** Mayor and City Council  
**FROM:** Matt Fulton, City Manager  
**DATE:** January 11, 2016  
**SUBJECT:** 2016 Designation of Official Newspaper

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City of West St. Paul

**BACKGROUND INFORMATION:** The City of West St. Paul has received one proposal to provide legal public notice services.

Lillie Suburban Newspapers, Inc. (South-West Review) has been the legal newspaper for the City of West St. Paul for the past several years, and staff is very satisfied with their performance.

**FISCAL IMPACT:** Legal publication notice rates are outlined in the attached letter from Lillie Suburban Newspapers, Inc.

		Amount
<b>Fund:</b>		
<b>Department:</b>		
<b>Account:</b>		

**STAFF RECOMMENDATION:** Staff recommends designating Lillie Suburban Newspapers, Inc. / South-West Review as the official legal newspaper for the City of West St. Paul throughout 2016.

# Lillie Suburban Newspapers, Inc.

2515 E. Seventh Avenue  
North St. Paul, MN 55109  
(651) 777-8800

December 14, 2015

Chantal Doriott, City Clerk  
City of West St. Paul  
1616 Humboldt Avenue  
West St. Paul, MN 55118

Dear Ms. Doriott:

Thank you for the opportunity to bid on public notice publication services for the City of West St. Paul. Lillie Suburban Newspapers has been serving the needs of the West St. Paul area for 37 years, and is pleased to provide ongoing coverage of city government and school issues and community events.

Lillie Suburban Newspapers is the oldest weekly newspaper company in the St. Paul area. It was founded in 1938 by the late T. R. Lillie. His grandsons, Jeffery Enright and Ted H. Lillie, are continuing the family tradition of publishing award-winning community newspapers in the St. Paul suburbs.

It is our sincere desire to provide the best possible local news coverage in the West St. Paul area. Our experienced news staff provides readers with a well-balanced, lively and informative product each week. We realize that West St. Paul area residents look to the *South-West Review* as one of their primary sources of information about city activities and meetings, and we will continue to publish the city's press releases and photos.

The *South-West Review* has the official designation of the neighboring communities of Inver Grove Heights, Mendota, South St. Paul and Lilydale.

5 P.M. Wednesday is the deadline each week for submitting public notices to our office. Public notices should be directed to Kitty Sundberg, Lillie Suburban Newspapers, 2515 E. Seventh Ave., North St. Paul, MN 55109. Our fax number is 651/777-8288. Notices may also be sent via e-mail to:

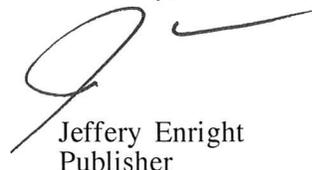
[legals@lillienews.com](mailto:legals@lillienews.com)

Legal publication rates for minutes, advertisements for bids and other notices are as follows:

\$7.50 per column inch for a one-time publication  
\$7.20 per column inch for each additional publication

Thank you for considering the *South-West Review* as the official legal newspaper for the City of West St. Paul for 2016. If you have any further questions, don't hesitate to call us.

Sincerely,



Jeffery Enright  
Publisher



Ramsey County Review • Maplewood Review • Oakdale-Lake Elmo Review • Review Perspectives  
New Brighton Bulletin • Shoreview Bulletin • St. Anthony Bulletin • South-West Review  
Roseville-Little Canada Review • Woodbury-South Maplewood Review • East Side Review

**TO:** Mayor and City Council  
**THROUGH:** Matt Fulton, City Manager  
**FROM:** Joan Carlson, Finance Director  
**DATE:** January 11, 2016  
**SUBJECT:** November 2015 Investment Report

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City of West St. Paul

**BACKGROUND INFORMATION:**

Attached is the Investment Report for November 2015.

**FISCAL IMPACT:**

There is no fiscal impact.

		Amount
Fund:		
Department:		
Account:		

**STAFF RECOMMENDATION:**

Approve the November 2015 Investment Report.



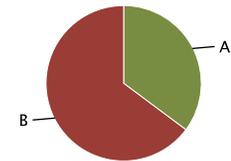
# Portfolio holdings

as of December 01, 2015

## Summary of Portfolio Holdings

	Cost basis (\$)	Value on 12/01/2015 (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of portfolio
<b>A Cash</b>	<b>6,830,319.37</b>	<b>6,830,319.37</b>	<b>0.00</b>	<b>0.00%</b>	<b>6,144.30</b>	<b>0.09%</b>	<b>35.20%</b>
Cash	6,830,319.37	6,830,319.37	0.00	0.00%	6,144.30	0.09%	35.20%
<b>B Fixed Income</b>	<b>12,491,461.10</b>	<b>12,575,819.55</b>	<b>84,358.45</b>	<b>0.68%</b>	<b>228,097.50</b>	<b>1.81%</b>	<b>64.80%</b>
US	12,006,461.10	12,088,480.87	82,019.77	0.68%	219,830.00	1.82%	62.29%
International	485,000.00	487,338.68	2,338.68	0.48%	8,267.50	1.70%	2.51%
<b>C Equity</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00%</b>
<b>D Commodities</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00%</b>
<b>E Non-Traditional</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00%</b>
<b>F Other</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Total Portfolio</b>	<b>\$19,321,780.47</b>	<b>\$19,406,138.92</b>	<b>\$84,358.45</b>	<b>0.44%</b>	<b>\$234,241.80</b>	<b>1.21%</b>	<b>100%</b>

Balanced mutual funds are allocated in the 'Other' category





Portfolio holdings - as of December 01, 2015 (continued)

Details of portfolio holdings

	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of asset class	% of portfolio
<b>Total Portfolio</b>	<b>\$19,321,780.47</b>	<b>\$19,406,138.92</b>	<b>\$84,358.45</b>	<b>0.44%</b>	<b>\$234,241.80</b>	<b>1.21%</b>	<b>100%</b>	<b>100%</b>

Cash	Quantity	Purchase price (\$)/ Avg Price	Price on 12/01/2015 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Cash	% of portfolio
<b>Cash</b>											
UBS BANK USA DEPOSIT ACCOUNT	1,158.69	1.00	1.00	1,158.69	1,158.69	0.00	0.00%	0.00	0.00%	0.02%	0.01%
UBS SELECT PRIME INSTITUTIONAL FUND	6,827,004.37	1.00	1.00	6,827,004.37	6,827,004.37	0.00	0.00%	6,144.30	0.09%	99.95%	35.18%
Client investment: \$0.00 Reinvested dividends: \$6,827,004.37 Investment return: \$6,827,004.37 (0%)											
USD CASH	2,156.31	1.00	1.00	2,156.31	2,156.31	0.00	0.00%	0.00	0.00%	0.03%	0.01%
<b>Total Cash</b>				<b>\$6,830,319.37</b>	<b>\$6,830,319.37</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$6,144.30</b>	<b>0.09%</b>	<b>100.00%</b>	<b>35.20%</b>

<b>Total Cash</b>				<b>\$6,830,319.37</b>	<b>\$6,830,319.37</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$6,144.30</b>	<b>0.09%</b>	<b>100.00%</b>	<b>35.20%</b>
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Fixed Income	Quantity	Purchase price (\$)/ Avg Price	Price on 12/01/2015 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Fixed Income	% of portfolio
<b>US</b>											
ALLY BK UT US RT 00.9000% MAT 08/22/16 FIXED RATE CD	240,000.00	100.00	100.33	240,000.00	241,393.22	1,393.22	0.58%	2,160.00	0.90%	1.92%	1.24%
AMERICAN EXPRESS C NY US RT 02.1000% MAT 10/17/18 FIXED RATE CD	240,000.00	100.00	101.11	240,000.00	243,282.97	3,282.97	1.37%	5,040.00	2.08%	1.93%	1.25%
AMERICAN EXPRESS F UT US RT 02.0000% MAT 07/24/19 FIXED RATE CD	240,000.00	100.00	100.37	240,000.00	242,602.39	2,602.39	1.08%	4,800.00	1.99%	1.93%	1.25%
ASHWAUBENON WI CMNTY DE TAX RV BE/RV 2.550 060119 DTD 032912	260,000.00	101.14	102.11	262,973.11	265,488.60	2,515.49	0.96%	6,630.00	2.50%	2.11%	1.37%
BANK OF HAMPTON RO VA US RT 01.0000% MAT 09/27/17 FIXED RATE CD	240,000.00	100.00	100.19	240,000.00	240,873.80	873.80	0.36%	2,400.00	1.00%	1.92%	1.24%
BARCLAYS BK DE US RT 02.1000% MAT 07/23/19 FIXED RATE CD	245,000.00	100.00	100.34	245,000.00	247,677.11	2,677.11	1.09%	5,145.00	2.09%	1.97%	1.28%



Portfolio holdings - as of December 01, 2015 (continued)

Fixed Income	Quantity	Purchase price (\$)/ Avg Price	Price on 12/01/2015 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Fixed Income	% of portfolio
<b>US</b>											
BK OF AMERICA NA NC US RT 01.7500% MAT 09/12/22 STEP RATE CD	240,000.00	100.00	99.44	240,000.00	238,658.40	-1,341.60	-0.56%	4,200.00	1.76%	1.90%	1.23%
BK OF NORTH CAROLI ME US RT 01.0000% MAT 01/30/17 FIXED RATE CD	200,000.00	100.00	100.37	200,000.00	200,901.86	901.86	0.45%	2,000.00	1.00%	1.60%	1.04%
BMW BANK NORTH AME UT US RT 02.1500% MAT 12/10/19 FIXED RATE CD	240,000.00	100.00	100.78	240,000.00	244,336.64	4,336.64	1.81%	5,160.00	2.13%	1.94%	1.26%
CAPITAL ONE BANK NA RT 02.3000% MAT 07/29/20 FIXED RATE CD	245,000.00	100.00	100.37	245,000.00	247,841.19	2,841.19	1.16%	5,635.00	2.29%	1.97%	1.28%
CAPITAL ONE BK VA US RT 02.1000% MAT 10/01/19 FIXED RATE CD	245,000.00	100.00	100.15	245,000.00	246,215.10	1,215.10	0.50%	5,145.00	2.10%	1.96%	1.27%
CIT BK SALT LAKE C UT US RT 02.1000% MAT 11/13/19 FIXED RATE CD	240,000.00	100.00	100.43	240,000.00	241,285.35	1,285.35	0.54%	5,040.00	2.09%	1.92%	1.24%
CITY OF NY TAX F-2 OID99.281 BE/R/ 1.600 030120 DTD 031913	445,000.00	97.50	98.47	433,875.00	439,980.40	6,105.40	1.41%	7,120.00	1.62%	3.50%	2.27%
COMENITY BANK DE US RT 01.3500% MAT 12/12/17 FIXED RATE JUMBO CD	200,000.00	100.00	99.44	200,000.00	199,091.12	-908.88	-0.45%	2,700.00	1.36%	1.58%	1.03%
DISCOVER BANK DE US RT 02.5500% MAT 08/27/21 FIXED RATE CD	240,000.00	100.00	101.34	240,000.00	244,835.24	4,835.24	2.01%	6,120.00	2.52%	1.95%	1.26%
FFCB BOND 01.900 % DUE 121721 DTD 121712 FC 06172013	500,000.00	100.00	98.32	500,000.00	495,907.78	-4,092.22	-0.82%	9,500.00	1.93%	3.94%	2.56%
FHLB BOND STEP-UP 01.250 % DUE 121120 DTD 061113 FC 12112013	250,000.00	96.79	100.02	241,963.13	251,530.69	9,567.56	3.95%	3,125.00	1.25%	2.00%	1.30%
FHLB BOND STEP-UP 02.000 % DUE 062023 DTD 062013 FC 12202013	500,000.00	98.45	100.04	492,250.00	504,647.22	12,397.22	2.52%	10,000.00	2.00%	4.01%	2.60%
FHLMC MED TERM NTS 02.000 % DUE 042921 DTD 102915 FC 04292016	500,000.00	100.00	100.16	500,000.00	501,673.89	1,673.89	0.33%	10,000.00	2.00%	3.99%	2.59%
FIRST AMER BK IL US RT 02.0000% MAT 09/12/22 STEP RATE CD	245,000.00	100.00	99.48	245,000.00	243,718.65	-1,281.35	-0.52%	4,900.00	2.01%	1.94%	1.26%
FIRST BK HIGHLAND IL US RT 01.9500% MAT 07/24/19 FIXED RATE CD	240,000.00	100.00	100.17	240,000.00	240,890.43	890.43	0.37%	4,680.00	1.95%	1.92%	1.24%
FIRSTBANK P R SANT PR RT 00.5500% MAT 12/30/15 FIXED RATE CD	240,000.00	100.00	100.03	240,000.00	240,063.62	63.62	0.03%	1,320.00	0.55%	1.91%	1.24%



Portfolio holdings - as of December 01, 2015 (continued)

Fixed Income	Quantity	Purchase price (\$)/ Avg Price	Price on 12/01/2015 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Fixed Income	% of portfolio
<b>US</b>											
FNMA NTS 01.000 % DUE 122617 DTD 122612 FC 06262013	250,000.00	100.00	100.03	250,000.00	251,161.39	1,161.39	0.46%	2,500.00	1.00%	2.00%	1.29%
FNMA NTS 01.500 % DUE 082819 DTD 022813 FC 08282013	250,000.00	98.67	100.22	246,687.50	251,513.75	4,826.25	1.96%	3,750.00	1.50%	2.00%	1.30%
FNMA NTS STEP-UP 0.875% DUE 022018 DTD 022013 FC 08202013	250,000.00	98.10	100.06	245,255.00	250,773.72	5,518.72	2.25%	2,187.50	0.87%	1.99%	1.29%
FNMA STEP UP CALL NTS 1.2500% DUE 013020 DTD 013013 FC 07302013	500,000.00	100.31	100.10	501,529.05	502,615.69	1,086.64	0.22%	6,250.00	1.25%	4.00%	2.59%
GE CAPITAL BANK UT US RT 01.3500% MAT 08/29/17 FIXED RATE CD	240,000.00	100.00	100.26	240,000.00	241,445.46	1,445.46	0.60%	3,240.00	1.35%	1.92%	1.24%
GOLDMAN SACHS BANK NY US RT 02.0500% MAT 07/23/19 FIXED RATE CD	200,000.00	100.00	100.20	200,000.00	201,871.51	1,871.51	0.94%	4,100.00	2.05%	1.61%	1.04%
GOLDMAN SACHS BANK UT US RT 01.8500% MAT 08/31/16 FIXED RATE CD	40,000.00	100.00	101.02	40,000.00	40,594.92	594.92	1.49%	740.00	1.83%	0.32%	0.21%
HSBC BANK , NA DE US RT 01.2500% MAT 03/30/20 STEP RATE CD	240,000.00	100.00	99.62	240,000.00	239,090.40	-909.60	-0.38%	3,000.00	1.25%	1.90%	1.23%
JPMORGAN CHASE & C DE US RT 01.2500% MAT 11/30/18 FIXED RATE CD	200,000.00	100.00	98.84	200,000.00	197,686.85	-2,313.15	-1.16%	2,500.00	1.26%	1.57%	1.02%
MORRIS MN ISD #769 TAX SR A BE/R/ 5.100 020121 DTD 020109	180,000.00	100.00	104.97	180,000.00	192,004.20	12,004.20	6.67%	9,180.00	4.86%	1.53%	0.99%
NEW YORK CITY TRANSITION TAX C-3 RV BE/R/ 1.280 110118 DTD 120412	500,000.00	100.00	99.04	500,000.00	495,738.33	-4,261.67	-0.85%	6,400.00	1.29%	3.94%	2.55%
NEW YORK CITY TRANSITION TAX C-3 RV BE/R/ 2.400 110123 DTD 120412	500,000.00	97.63	96.24	488,145.00	482,185.00	-5,960.00	-1.22%	12,000.00	2.49%	3.83%	2.48%
NEW YORK ST DORM AUTH ST TAX SR B OID99.947 BE/R/ 2.200 021519 DTD 072513	500,000.00	100.59	101.65	502,956.62	511,473.89	8,517.27	1.69%	11,000.00	2.16%	4.07%	2.64%
SALLIE MAE BK UT US RT 01.5000% MAT 10/10/17 FIXED RATE CD	240,000.00	100.00	100.66	240,000.00	242,104.08	2,104.08	0.88%	3,600.00	1.49%	1.93%	1.25%
SUN NATL BK NJ US RT 01.0000% MAT 10/03/17 FIXED RATE CD	240,000.00	100.00	101.27	240,000.00	243,215.93	3,215.93	1.34%	2,400.00	0.99%	1.93%	1.25%
SYNCHRONY BK UT US RT 02.6500% MAT 08/23/21 FIXED RATE CD	240,000.00	100.00	101.35	240,000.00	244,997.49	4,997.49	2.08%	6,360.00	2.61%	1.95%	1.26%



Portfolio holdings - as of December 01, 2015 (continued)

Fixed Income	Quantity	Purchase price (\$) / Avg Price	Price on 12/01/2015 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Fixed Income	% of portfolio
<b>US</b>											
THIEF RIVER FALLS MN TAX SR B BE/RV 3.000 020125 DTD 060112	375,000.00	101.29	100.58	379,826.69	380,936.25	1,109.56	0.29%	11,250.00	2.98%	3.03%	1.96%
THIRD FED S&L ASSN OH US RT 02.0000% MAT 11/25/19 FIXED RATE CD	247,000.00	100.00	100.36	247,000.00	247,986.41	986.41	0.40%	4,940.00	1.99%	1.97%	1.28%
TWO RIVERS ST BK NE US RT 01.2500% MAT 07/18/19 FIXED RATE CD	169,000.00	100.00	97.77	169,000.00	165,309.92	-3,690.08	-2.18%	2,112.50	1.28%	1.31%	0.85%
WEBSTER FIVE CENTS MA US RT 02.0000% MAT 12/17/19 FIXED RATE CD	245,000.00	100.00	99.92	245,000.00	244,991.95	-8.05	0.00%	4,900.00	2.00%	1.95%	1.26%
WORLD'S FOREMOST B NE US RT 02.3000% MAT 08/06/20 FIXED RATE JUMBO CD	200,000.00	100.00	98.79	200,000.00	197,888.06	-2,111.93	-1.06%	4,600.00	2.33%	1.57%	1.01%
<b>Total US</b>				<b>\$12,006,461.10</b>	<b>\$12,088,480.87</b>	<b>\$82,019.77</b>	<b>0.68%</b>	<b>\$219,830.00</b>	<b>1.82%</b>	<b>96.12%</b>	<b>62.29%</b>
<b>International</b>											
ORIENTAL BANK PR RT 01.2500% MAT 08/31/17 FIXED RATE CD	240,000.00	100.00	100.24	240,000.00	240,586.62	586.62	0.24%	3,000.00	1.25%	1.91%	1.24%
STATE BK OF INDIA NY US RT 02.1500% MAT 09/11/19 FIXED RATE CD	245,000.00	100.00	100.24	245,000.00	246,752.06	1,752.05	0.72%	5,267.50	2.14%	1.96%	1.27%
<b>Total International</b>				<b>\$485,000.00</b>	<b>\$487,338.68</b>	<b>\$2,338.68</b>	<b>0.48%</b>	<b>\$8,267.50</b>	<b>1.70%</b>	<b>3.88%</b>	<b>2.51%</b>
<b>Total Fixed Income</b>				<b>\$12,491,461.10</b>	<b>\$12,575,819.55</b>	<b>\$84,358.45</b>	<b>0.68%</b>	<b>\$228,097.50</b>	<b>1.81%</b>	<b>100.00%</b>	<b>64.80%</b>
<b>Total Portfolio</b>				<b>\$19,321,780.47</b>	<b>\$19,406,138.92</b>	<b>\$84,358.45</b>	<b>0.44%</b>	<b>\$234,241.80</b>	<b>1.21%</b>	<b>100%</b>	<b>100%</b>

Total accrued interest (included in market values): \$49,252.40

**TO:** Mayor and City Council  
**THROUGH:** Matt Fulton, City Manager  
**FROM:** Joan Carlson, Finance Director  
**DATE:** January 11, 2016  
**SUBJECT:** November 2015 Bank Reconciliation

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City of West St. Paul

**BACKGROUND INFORMATION:**

Attached is the summary bank reconciliation for November 2015.

**FISCAL IMPACT:**

There is no fiscal impact.

		Amount
<b>Fund:</b>		
<b>Department:</b>		
<b>Account:</b>		

**STAFF RECOMMENDATION:**

Approve the November 2015 bank reconciliation.

**CITY OF WEST ST. PAUL  
BANK RECONCILIATION  
November 30, 2015**

**ANCHOR BANK BALANCE:**

Ending Balance - Checking Account	\$	<b>2,955,290.18</b>
Deposits in Transit		35,473.65
Outstanding Disbursements & Checks		(2,286,905.66)
Voided Check		
Petty Cash		2,600.00
<b>RECONCILED BALANCE</b>	<b>\$</b>	<b><u>706,458.17</u></b>

**CITY TREASURER'S BALANCE:**

Previous Month's Reconciled Balance	\$	<b>108,912.70</b>
Daily Receipts Posted		3,371,356.37
Disbursement Checks Issued		(4,013,554.08)
Payroll Checks and Direct Deposits		(273,089.18)
Cash Journal Entries (net)		1,500,000.00
Adjustments:		
Reverse Prior Months Adj.		10,497.10
MN Dept of Revenue		(85.10)
SelectAcct		(435.92)
reconciling item		2,856.28
<b>RECONCILED BALANCE</b>	<b>\$</b>	<b><u>706,458.17</u></b>

**CASH ACCOUNT BALANCE:**

	\$	<b>704,122.91</b>
Adjustments:		
		2,335.26
<b>RECONCILED BALANCE</b>	<b>\$</b>	<b><u>706,458.17</u></b>

**CITY OF WEST ST. PAUL**

**11/30/15**

FUND NUMBER AND NAME		CURRENT MONTH'S ACTIVITIES		
		BEGINNING BAL	NET REV / (EXP)	ENDING BAL
101	General Fund	6,810,363.11	(696,235.18)	6,114,127.93
209	Economic Development Authority	412,545.40	(151,756.41)	260,788.99
212	Insurance Fund	651,965.94	(7,013.79)	644,952.15
213	Innovation Fund	68,131.07	-	68,131.07
323	2006 GO Bonds	136,466.22	(105,849.17)	30,617.05
324	2008 GO Bonds	489,496.31	-	489,496.31
325	2009 GO Refunding Bonds	845,249.07	-	845,249.07
327	2008 Capital Note	302,296.87	-	302,296.87
328	2009 Capital Note	780,464.81	-	780,464.81
329	2012 GO Bonds	632,620.13	-	632,620.13
330	2013 GO Bonds	120,571.42	-	120,571.42
331	2014A GO Bonds	110,206.25	-	110,206.25
332	2014B GO Bonds	279,340.63	-	279,340.63
333	2015A Refunding Bonds	(89,634.57)	105,849.17	16,214.60
375	2005 G O TIF Bonds	0.45	-	0.45
401	Vehicle and Equipment Reserve	2,530,503.58	(247,673.26)	2,282,830.32
402	M S A Streets Fund	(353,216.06)	1,067,520.51	714,304.45
403	Street Maintenance Fund	621,522.00	-	621,522.00
409	Police and Fire PERA	233,827.82	-	233,827.82
411	Technology Replacement Fund	327,372.05	(7,819.61)	319,552.44
413	Parks Improvement Fund	254,036.80	44,895.77	298,932.57
415	Govt Facilities Cap Proj	344,615.58	-	344,615.58
450	TIF 1-1	1,218,597.30	-	1,218,597.30
451	TIF 1-2	163,175.96	-	163,175.96
452	TIF 1-3	27,017.59	-	27,017.59
453	Lowes TIF	93,131.46	-	93,131.46
551	Perm. Improv. Revolving Fund	(4,829,929.70)	(994,089.23)	(5,824,018.93)
600	Storm Sewer Utility	1,144,750.31	75,843.90	1,220,594.21
602	Public Utilities (Sewer) Fund	729,862.38	(42,040.91)	687,821.47
613	Golf Course Enterprise Fund	31,205.11	(3,169.47)	28,035.64
615	Civic Arena Enterprise Fund	166,252.97	(26,649.24)	139,603.73
616	Swimming Pool Enterprise Fund	(30,525.13)	(429.27)	(30,954.40)
617	Regional Athletic Center Fund	631,805.49	73,329.30	705,134.79
705	Investment Fund	(14,734,678.82)	1,500,000.00	(13,234,678.82)
<b>CASH TOTAL ALL FUNDS</b>		<b>119,409.80</b>	<b>584,713.11</b>	<b>704,122.91</b>

**TO:** Mayor and City Council  
**THROUGH:** Matt Fulton, City Manager  
**FROM:** Joan Carlson, Finance Director  
**DATE:** January 11, 2016  
**SUBJECT:** 2016 Designation of Depositories



City of West St. Paul

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**BACKGROUND INFORMATION:**

Each year, the City Council names the official depositories for city funds for the upcoming year. Attached is the resolution for consideration by the City Council. It designates as depositories those institutions which the city currently has, or anticipates having, deposited funds and/or securities.

**FISCAL IMPACT:**

The bank fees are approximately \$3,200 per year. There are no fees associated with any of the Investment Firms.

		Amount
<b>Fund:</b>	<b>101</b>	
<b>Department:</b>	<b>41520</b>	
<b>Account:</b>	<b>40432</b>	<b>\$3,200</b>

**STAFF RECOMMENDATION:**

Staff recommends approval of the attached resolution.

CITY OF WEST ST. PAUL  
RESOLUTION 16-XX

RESOLUTION DESIGNATING OFFICIAL DEPOSITORIES FOR THE  
CITY OF WEST ST. PAUL, MINNESOTA

WHEREAS, MN Statute 427.02 grants the City Council the authority to name official depositories for City Funds.

NOW, THEREFORE, BE IT RESOLVED, that the following organizations are hereby designated as official depositories for the City of West St. Paul funds for the year of 2015:

Anchor Bank of West St. Paul  
4M Fund Approved Institutions (per Resolution 86-76)  
Wells Fargo, N.A. – All Branches and Subsidiaries  
Wells Fargo Advisors, LLC  
U.S. Bank, N.A. – All Branches and Subsidiaries  
Duncan-Williams, Inc.  
Oppenheimer & Co. Inc.  
Northland Securities, Inc.  
UBS Financial

And,

BE IT FURTHER RESOLVED, that the maximum deposit at any of the above named institutions shall be fifty-percent (50%) of the total funds available to the City at the time the deposit is made.

Adopted by the City Council of the City of West St. Paul, MN this 11<sup>th</sup> day of January, 2016.

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David Meisinger, Mayor

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Chantal M. Doriott, City Clerk

**TO:** Mayor and City Council  
**THROUGH:** Matt Fulton, City Manager  
**FROM:** Joan Carlson, Finance Director  
**DATE:** January 11, 2016  
**SUBJECT:** Appointment of Fiscal Consultant for 2016



City of West St. Paul

---

**BACKGROUND INFORMATION:**

The City currently utilizes Ehlers and Associates as its fiscal consultant on matters related to issuance of debt, long term financing planning, and Tax Increment Financing (TIF) administration and reporting.

Over the past years, the proactive services of Ehlers and Associates have helped the City identify re-financing opportunities and save thousands of dollars in interest expense. This type of service is indicative of their knowledge of our debt policies and practices and long term financial planning. A continued relationship with Ehlers and Associates will assist the City in identifying future opportunities.

**FISCAL IMPACT:**

Funds are included in the 2016 adopted budget to support this continued relationship.

		<b>Amount</b>
<b>Fund:</b>	<b>various</b>	
<b>Department:</b>	<b>various</b>	
<b>Account:</b>	<b>various</b>	

**STAFF RECOMMENDATION:**

Staff recommends a motion appointing Ehlers and Associates as the City's fiscal consultant for 2016.

**TO:** Mayor and City Council  
**THROUGH:** City Manager  
**FROM:** Finance Director  
**DATE:** January 11, 2016  
**SUBJECT:** Non-Waiver of Statutory Limit on Municipal Tort Liability



City of West St. Paul

**BACKGROUND INFORMATION:**

The renewal of the City’s property and liability insurance coverage provides an opportunity to waive the statutory limit on municipal tort liability established by M.S. 466.04. By not waiving the limit, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000.

If the City were to waive the limit and not purchase excess liability coverage, a single claimant could potentially recover up to \$1,500,000 on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$1,500,000, regardless of the number of claimants.

If the City were to waive the statutory tort limits and purchase excess liability coverage, a single claimant could potentially recover up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

**FISCAL IMPACT:**

There is no immediate fiscal impact to the City. Rather, the City’s liability in the event of a tort claim is protected by this provision within the policy.

		Amount
<b>Fund:</b>		
<b>Department:</b>		
<b>Account:</b>		

**STAFF RECOMMENDATION:**

Staff recommends that the City Council continue to rely upon the statutory limits established by M.S. 466.04 to limit loss exposure and that Council approve of the attached resolution.

**City of West St. Paul**  
**Resolution 16-0x**  
**Resolution Approving Non-Waiver of Statutory Tort Liability Limits**

WHEREAS, the City of West St. Paul is renewing its Property and Liability Insurance coverage with the League of Minnesota Cities Insurance Trust (LMCIT); and,

WHEREAS, the City's Municipal Tort Liability is covered under Minnesota Statute 466.04, which limits the amount that the City would be obligated to pay out in the event of a claim under which the limit would apply; and

WHEREAS, the City must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased.

NOW, BE IT RESOLVED, that the City does not waive the monetary limits on Municipal Tort Liability established by Minnesota Statutes 466.04.

Adopted by the City Council of West St. Paul this 11<sup>th</sup> day of January, 2016.

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David Meisinger, Mayor

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Chantal M. Doriott, City Clerk

**TO:** Mayor and City Council  
**THROUGH:** Matt Fulton, City Manager  
**FROM:** Police Department  
**DATE:** January 11, 2016  
**SUBJECT:** City Business and Liquor Licenses



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**BACKGROUND INFORMATION:**

Licensing Staff have reviewed the following business and liquor license applications and all requirements have been met.

All license holders must comply with all conditions placed on the property pursuant to any zoning approval.

2016 Business Licenses – Background Required

Walkin Liquors LLC DBA: Nowaks Liquor – Off-Sale Liquor, Tobacco

**FISCAL IMPACT:**

Action	Fund	Department	Account	Amount
Liquor License Fee	101	30000	32110	380.00
Other License Fee	101	30000	32199	495.00
Background Fee	101	30000	34208	1,400.00
			Total:	2,275.00

**STAFF RECOMMENDATION:**

In processing this application staff found no notable concerns or issues, nor does staff foresee any special or reasonable conditions. Council needs to consider the application for approval.

**TO:** Mayor and City Council  
**THROUGH:** Matt Fulton, City Manager  
**FROM:** Manila Shaver, Chief of Police  
**DATE:** January 11, 2015  
**SUBJECT:** Emergency Management JPA, Third year



---

**BACKGROUND INFORMATION:**

In 2013 the four cities of South St. Paul, Inver Grove Heights, Mendota Heights and West St. Paul began a collaborative effort to up-date and create a common Emergency Operations Plan (EOP). The four cities recognize any disaster response would include mutual aid from one or more of the other cities. Additionally, there is a new federal requirement to restructure EOPs using Emergency Support Functions criteria (ESF) instead of Incident Command (IC) functions.

No one signal city could afford or would need a full time emergency manager and if we approach this on-going emergency management preparation individually, there would be a lot of duplication. Therefore, in 2013 each city began sharing the expense to contract for a part-time Dakota County FTE from the County's Emergency Management Division to help each city meet their emergency preparation needs and goals.

As a result, a JPA was created along with an addendum that articulated the specific work to be performed for that year. It was anticipated each year the cities and the county would discuss and agree on the work to be performed the following year. Because the combined funding of the four cities exceeds a specific threshold and the modification to the addendum of the JPA, both the County and the cities would be required to obtain a resolution each year.

The attached JPA addendum outlines the agreed upon emergency management work for 2016. The base or main JPA has not changed. The JPA addendum is modified each year based upon the specific and group needs of each of the four cities.

**FISCAL IMPACT:**

The fee for 2016 will be a not to exceed amount of \$5,302. This amount has been specified in the 2016 Civil Defense budgetary request. Fees are based partially upon the amount and type of work agreed upon and on population (.25 cents per resident).

Action	Fund	Department	Account	Amount
JPA Expense	101	42500	40399	\$5,302
Total:				\$5,302

**STAFF RECOMMENDATION:**

Authorize the City Manager to implement the addendum of the JPA by approving the attached resolution.

On Motion of Clpn.

Seconded by Clpn.

RESOLUTION NO. 16-

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

BE IT RESOLVED, that the City of West St. Paul will enter into a cooperative agreement with Dakota County for contractual Emergency Management services.

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

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

WHEREAS, the City desires to retain and compensate a qualified party to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners by Resolution No. 15-604 authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

WHEREAS, the City is willing to retain the County to provide Emergency Management Services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

City Manager Matt Fulton is hereby authorized to execute such agreements and amendments, as are necessary to implement the project on behalf of the City of West St. Paul.

Adopted by the City Council of the City of West St. Paul on January 11, 2016.

Ayes:      Nays:

Attest:

\_\_\_\_\_  
David Meisinger, Mayor

\_\_\_\_\_  
Chantal Doriott, City Clerk

**JOINT POWERS AGREEMENT BETWEEN  
DAKOTA COUNTY AND THE CITY OF WEST ST. PAUL  
FOR EMERGENCY MANAGEMENT SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through the Dakota County Sheriff's Office, ("County") and the City of West St. Paul, ("City"); and

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

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

WHEREAS, the City desires to retain and compensate a qualified party to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County desires and is qualified to provide Emergency Management Services as more fully described herein; and

WHEREAS, the County understands and agrees that:

1. The County is not an agent, servant, or employee of the City and shall not make any such representations nor hold itself out as such; and
2. The County shall have no authority to bind the City for the performance of any services or to otherwise obligate the City, authority being specifically limited to the duties assigned under this Agreement; and
3. The County employees performing under this Agreement shall not accrue any continuing contract rights for the services performed pursuant to this Agreement, including but not limited to those afforded by Minn. Stat. § 122A.40, and the County specifically waives any and all rights thereto; and

WHEREAS, the Dakota County Board of Commissioners by Resolution No. 15-604 authorized the County to enter into an agreement with the City for the provision of Emergency Management Services; and

WHEREAS, the City is willing to retain the County to provide Emergency Management Services.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and City derive from this Agreement and other good and valuable consideration, the County and City hereby enters into this Agreement for the purposes stated herein.

1. **PURPOSE.** The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the provision of Emergency Management Services.
2. **TERM.** This Agreement is effective January 1, 2016 and shall remain in effect through December 31, 2016, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the

provisions of this Agreement. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.

3. DISPUTE RESOLUTION. The County and the City agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.
4. PROVISION OF SERVICES. Parties agree to the terms in the written deliverables and project plan ("Work Plan"), attached hereto and incorporated herein as Addendum No. 1. The two-page Work Plan articulates the type of work desired, the estimated time frame needed to perform the work, the estimated cost, and the desired outcome or deliverable. The County agrees to provide the Emergency Management Services referenced in the Work Plan for the Term of the Agreement.
5. COMPENSATION.

6.1 Total Compensation. The City agrees to pay the County for the Emergency Management Services, including expenses and sales tax in an amount not to exceed Five Thousand Three Hundred Two Dollars and 00/100s (\$5,302.00) ("Contract Amount"). The rate per hour will be thirty six dollars and 11/100s (\$36.00).

During the Term of the Agreement, if the County or the City receives a grant or other funding to offset the costs of providing Emergency Management Services covered by this Agreement, the amount invoiced to the City will be adjusted downward accordingly.

6.2 Time of Payment. The County shall invoice the City on a quarterly basis for hours of Emergency Management Services rendered during the previous quarter up to the Contract Amount. Such invoicing shall continue until one of the following occurs:

- a. The completion of the Work Plan; or
- b. Expiration of the Term of the Agreement; or
- c. Early termination of the Agreement pursuant to Section 2 of this Agreement; or
- d. The City completes payment of the full Contract Amount.

The City shall pay such invoices within thirty (30) days after their receipt.

6.3 Payment Upon Early Termination. If the Agreement is terminated prior to completion of the Work Plan, the City shall pay for satisfactory services performed by the County through the effective date of termination.

6. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own agents, volunteers or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, agents, volunteers or employees.

It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Ch. 466 and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of Article 7 shall survive the expiration or termination of this Agreement.

7. INDEPENDENT CONTRACTOR. The County is and shall remain an independent contractor with respect to any and all work performed under this Agreement. The County on behalf of its employees and agents shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

The County acknowledges and agrees that the County on behalf of its employees and agents is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits under the City. The County also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the County and that it is the County's sole obligation to comply with the applicable provisions of all federal and state tax laws.

8. GENERAL.

9.1. Notices. The City or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the City:

Bud Shaver  
Chief of Police  
1616 Humboldt Ave.  
West St. Paul, MN 55033  
Telephone: 651-552-4201

To the County:

Dan Carlson  
Emergency Preparedness Coordinator  
1580 Highway 55  
Hastings, MN 55033  
Telephone: 651-438-4703

- 9.2. Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.
- 9.3. Severability. All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.
- 9.4. Choice of Law. The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.
- 9.5. Data Privacy. The parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same,

including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Minnesota rules implementing the Act now in force or hereafter adopted. The County and the City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and other state and federal law regulating the dissemination of data.

- 9.6. Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or that party's right to enforce it.
- 9.7. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from the County, City, State, Federal or other sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.
- 9.8. Entire Agreement. This Agreement is the entire agreement for the provision of the Emergency Management Services between the City and the County and it supersedes all prior written or oral agreements on this program. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board  
Resolution No. 15-604

COUNTY OF DAKOTA

By \_\_\_\_\_  
Joseph Leko, Chief Deputy  
Dakota County Sheriff's Office  
1580 Highway 55  
Hastings, MN 55033

Date of Signature: \_\_\_\_\_

Approved as to form:

/s/ Amelia Jadoo      11/30/15  
Assistant County Attorney/Date  
County Attorney File No. KS-15-442-005

CITY OF

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Date of signature: \_\_\_\_\_

We represent and warrant that we are authorized by law to execute this Agreement and legally bind the City.

**Addendum No.1**  
**City Emergency Management Contract**  
**Deliverables and Work Plan for 2016**  
**For the City of West St. Paul**

GENERAL CONTRACT DELIVERABLES

1. MN HSEM Compliant EOP to include any changes in State and/or Federal Requirements and the following: **(Note: New MNWALK was released in 2015)**
  - Basic Plan Update to include new MNWALK required plans and Standard Operating Guidelines to include:
    - Mass Fatality
    - Debris Management
    - Damage Assessment
    - Family Assistance Center
  - Emergency Support Functions updated as needed for the City
  - Sara Title 3 Hazardous Materials Section updated as needed
  - Resource Section – Generic per County Plan that can be added to
2. Exercises
  - Selected EOC Staff Tabletop Exercise as agreed to by the City and Contractor
  - EOC Functional Exercise
3. County Emergency Management Support and Response as Needed or Requested

\*\*\* Final product includes electronic copies of all materials and one (1) finished hard copy of the EOP.

## WORK PLAN, DETAIL PROJECTS and TIME/COST ESTIMATES

	<u>Hours</u> (\$36/hr)
1. EOP	
o Individual City meetings with EM	8
o Update of City EOP with new MNWALK	20
o Meeting with EM to discuss gaps / update needs	6
o New Standard Operating Guidelines per MNWALK	41
o Mass Fatality	
o Debris Management	
o Damage Assessment	
o Family Assistance Center	
o EOP final draft	20
o Meeting with each City to present updated EOP	8
<b>Estimated Hours</b>	<b>103</b>
<b>Estimated Cost</b>	<b>\$3,708</b>
2. Exercises	
o EOC Tabletop Exercise and Development	16
o EOC Functional Exercise and Development	24
<b>Estimated Hours</b>	<b>40</b>
<b>Estimated Cost</b>	<b>\$1,440</b>
<b>Total Projected Total Estimated Hours for 2016 Project Year</b>	<b>143 Hours</b>
Dakota County Admin and Finance related fees	\$154
Projected Work Plan Total Estimated Costs for 2016 Project Year	\$5,148
<b>Total Project Costs:</b>	<b>\$5,302</b>

### **Unknowns and intangibles**

Scheduling conflicts with City staff could delay processes.  
Follow through by City staff with deliverables could delay processes.  
Real Events/Disasters could delay processes.

**TO:** Mayor and City Council  
**THROUGH:** Matt Fulton, City Manager  
**FROM:** Manila Shaver, Chief of Police  
**DATE:** January 11, 2015  
**SUBJECT:** Authorization to Purchase Replacement Police Vehicles and Declare Replaced Surplus and Authorize their Sale at Public Auction



*City of West St. Paul*

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## **BACKGROUND INFORMATION:**

The 2016 approved Capital Budget has \$111,500 to replace and outfit three police vehicles, two marked patrol vehicles and one unmarked unit. The police department keeps a marked patrol unit for about four years, at which time these vehicles usually have about 100,000 miles on them and are worn out.

One of our current marked police vehicles will be taken out of primary patrol service and converted for use by the police reserve unit. This converted vehicle will be replaced with one of the newly purchased vehicles. Police reserve units are also used by sworn officers for pursuit training, as this training can place excessive stress on a vehicle and the police department has chosen not to use primary police squads for this training when possible.

The budgeted amount for police vehicle replacement includes the vehicles themselves, conversion costs, purchasing additional equipment that will not fit in a new body style or which the equipment is worn out, graphics, labor, and preparing the old vehicle for auction. Equipment that usually needs replacement or won't fit in different body styles includes, but is not limited to, push bumpers, cages, flashlights, squad cameras and cell phones, and some lighting components.

Upon authorization the police department will be ordering two Ford Interceptor Utility vehicles and one passenger minivan type vehicle that will be utilized by the investigative unit.

The three vehicles that will be taken out of service and are requested to be declared surplus are:

1. 2009 Ford Crown Victoria VIN #2FAHP71V59X113433. The police department has been experiencing numerous mechanical issues with this vehicle and is recommending declaring this vehicle as surplus.
2. 2007 Ford Crown Victoria VIN # 2FAHP71W47X141231. This vehicle has over 120,000 miles on it and is experiencing more expensive mechanics issues.
3. 2007 Chevrolet Tahoe VIN# 1GNEK13Z04J170477 is an older unmarked unit with over 160,000 on it and it too is experiencing more expensive mechanical issues.

The above three vehicles are not cost effective to be retained by the police department or transferred to another City department for their use. The proceeds from the sale of the two

Ford vehicles will be deposited into the city's general fund account. The sale of the Chevrolet Tahoe must be placed in the cities forfeiture account as the vehicle is a seized and forfeited vehicle due to DUI case. This is required by state statute.

**FISCAL IMPACT:**

Action	Fund	Department	Account	Amount
Capital Budget	401	42100	40550	\$111,500
Sale of Assets	101	30000	39101	TBD
Sale of Assets	101	30000	36454	TBD
			Total:	\$111,500

**STAFF RECOMMENDATION:**

Authorize the purchase and outfitting of the three replacement police vehicles not to exceed \$111,500 and declare by resolution the above three identified vehicles as surplus and authorize their sale at public auction pursuant to City ordinance.

On Motion of Clpn.

Seconded by Clpn.

RESOLUTION NO. 16 -

A RESOLUTION DECLARING CERTAIN PROPERTY  
SURPLUS, AND AUTHORIZING SALE AND/OR DISPOSAL THEREOF

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST ST. PAUL, MINNESOTA:

The following vehicles are declared surplus and authorized to be sold at public auction with proceeds placed in the city's police department's forfeiture fund and the city's general fund:

2009 Ford Crown Victoria VIN#2FAHP71V59X113433  
2007 Ford Crown Victoria VIN#2FAHP71W47X141231  
2007 Chevrolet Tahoe VIN#1GNEK13Z04J170477

Adopted by the City Council this 11<sup>th</sup> day of January, 2016.

Ayes:        Nays:

\_\_\_\_\_  
David Meisinger, Mayor

Attest: \_\_\_\_\_  
Chantal Doriott, City Clerk

**TO:** Mayor and City Council  
**THROUGH:** Matt Fulton, City Manager  
**FROM:** Community Development Department  
**DATE:** January 11, 2016  
**SUBJECT:** City Rental Licenses



City of West St. Paul

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**BACKGROUND INFORMATION:**

2016 Rental Business Licenses – Background Required

According to the Rental Dwelling Ordinance, the city requires a background investigation for each applicant. In addition, the Police Department reviewed calls for service to the properties to help identify potential problem properties.

The Community Development Department reviewed the application, inspection report, rental density, and code compliance requirements.

The background investigation, inspection report and code compliance review on the property listed below did not identify any incidents that would result in a denial of the rental license. Although the proposed rental is located within a building that has had police and code issues, the proposed landlord is new to West St. Paul therefore Staff does not feel that placing conditions on the license is appropriate at this time.

**Applications/Rentals for approval:**

976 Robert St. Unit 205 – Rich 976 Robert LLC (single-family unit)

**FISCAL IMPACT:**

Application Fees Received:		Amount:
Fund:	101	
Department:	30000	
Account:	32170	\$290

**STAFF RECOMMENDATION:**

Staff recommends City Council approve the license application.

**TO: Mayor and City Council**  
**FROM: Matt Fulton, City Manager**  
**DATE: January 11, 2016**  
**SUBJECT: Appointment of Mayor Pro-Tem**

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**BACKGROUND INFORMATION:**

Annually the City Council appoints one of its members as Mayor Pro-Tem to serve in the absence of the Mayor. This is a requirement of the City's Charter.

**FISCAL IMPACT:** None

		Amount
Fund:		
Department:		
Account:		

**STAFF RECOMMENDATION:**

Approve appointment of a Councilmember to serve as the 2016 Mayor Pro-Tem.



**TO:** Mayor and City Council  
**THROUGH:** Matt Fulton, City Manager  
Jim Hartshorn, Comm. Dev. Dir.  
**FROM:** Ben Boike, Assistant Comm. Dev. Dir.  
**DATE:** January 11, 2016  
**SUBJECT:** CDA Planning Grant Solicitation

City of West St. Paul

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**SUBJECT:**

Resolution authorizing the solicitation of grant funding from the Dakota County CDA as part of the Redevelopment Incentive Grant Program.

**REQUEST:**

Approve the attached resolution of support soliciting grant dollars from the Dakota County CDA. The proposed application requests \$15,000 (max award) to develop a small area plan for the Smith/Dodd commercial area (see attached map). The planning grant is a 1 to 1 matching grant requiring a local match of \$15,000. Total cost to complete the plan is estimated at \$30,000 based on the size of the study area.

A Smith Ave plan was developed a few years back in collaboration with the City of St. Paul. The plan outlines various goals for the corridor from the intersection of Dodd and Smith Ave north to the high bridge in St. Paul. Although the completed plan outlines desired goals for the corridor, it does not provide specifics on design guidelines for development or zoning. The proposed plan would provide specific recommendations for the Smith/Dodd area in preparation of future redevelopment.

**FISCAL IMPACT:**

		Amount
<b>Fund:</b>	<b>101</b>	
<b>Department:</b>	<b>41910</b>	
<b>Account:</b>	<b>40399</b>	<b>\$15,000</b>

Staff is recommending funding this project from available fund balance in the General Fund. Preliminary estimates from the finance department indicate a sufficient increase in fund balance from 2015 operations to cover this request.

**ATTACHMENTS:**

Resolution of support for the Redevelopment Planning Grant  
Map of proposed study area

**CITY OF WEST ST. PAUL**

**RESOLUTION NO. 16-**

**RESOLUTION AUTHORIZING SOLICITATION  
OF GRANT FUNDING FROM THE DAKOTA COUNTY  
COMMUNITY DEVELOPMENT AGENCY (CDA) AS PART  
OF THE REDEVELOPMENT PLANNING GRANT PROGRAM**

WHEREAS, the City of West St. Paul has identified a proposed project within the City that meets the Dakota County Community Development Agency (CDA) Redevelopment Incentive Grant program's purposes and criteria; and

WHEREAS, the City has established a Redevelopment Plan of which the proposed project is a component; and

WHEREAS, the City has the capability and capacity to ensure the proposed project be completed and administered within the Redevelopment Incentive Grant program guidelines; and

WHEREAS, the City has the legal authority to apply for financial assistance; and

WHEREAS, the City is supportive of affordable housing and of the CDA's mission, to improve the lives of Dakota County residents through affordable housing and community development.

NOW THEREFORE BE IT RESOLVED that the City of West St. Paul approves the application for funding from the Dakota County CDA Redevelopment Incentive Grant program.

BE IT FURTHER RESOLVED that upon approval of its application by the Dakota County CDA, Ben Boike, the Assistant Community Development Director, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

Adopted by the City Council of the City of West St. Paul this 11th day of January, 2016

Ayes:

Nays:

Attest:

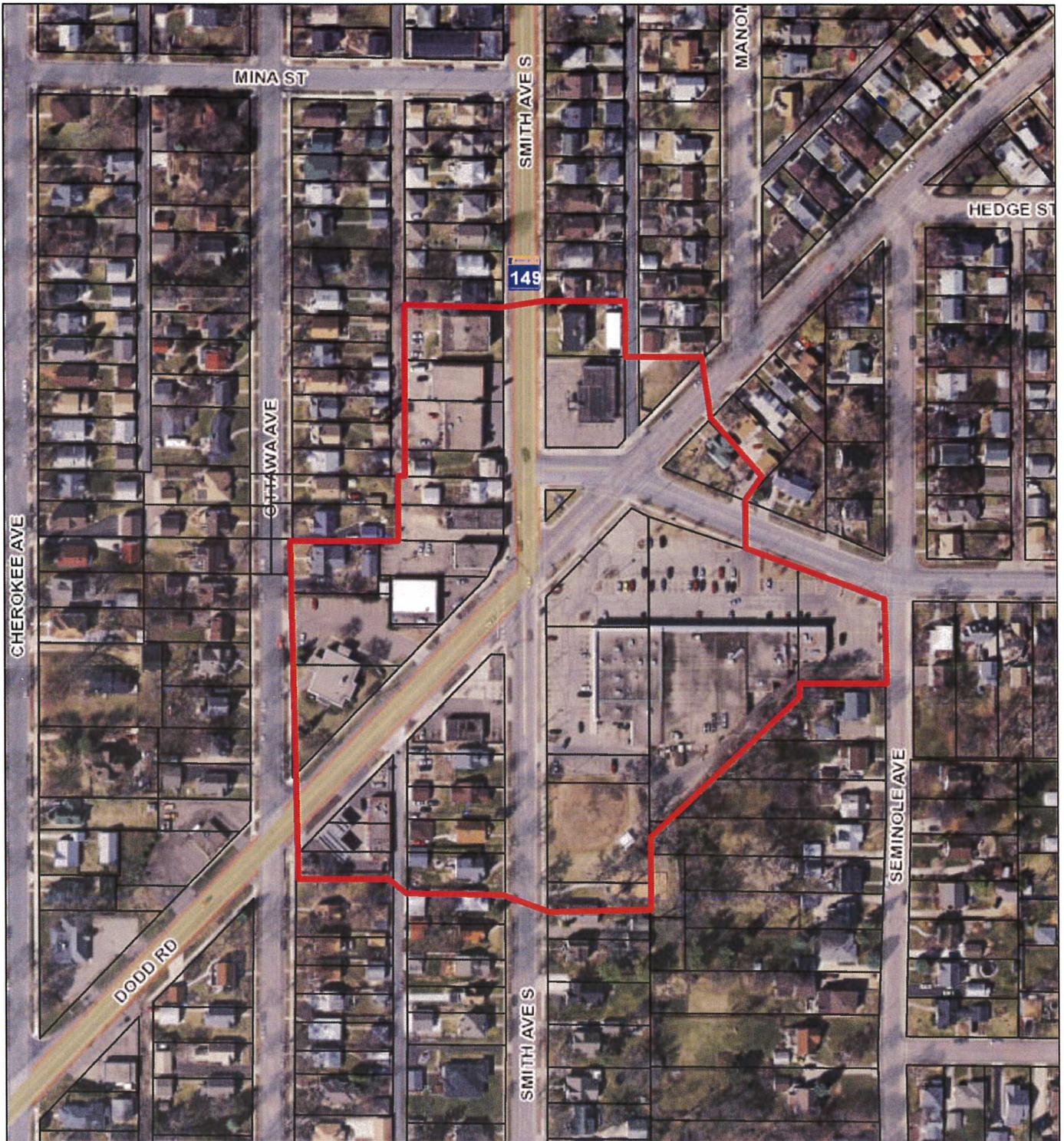
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David Meisinger, Mayor

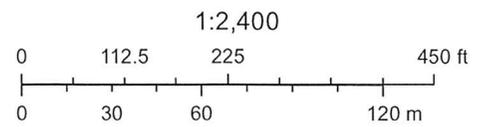
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Chantal Doriott, City Clerk

# Dakota County, MN



January 5, 2016



**TO:** Mayor and City Council

**THROUGH:** Matt Fulton, City Manager  
Jim Hartshorn, Comm. Dev. Dir.

**FROM:** Ben Boike, Assistant Comm. Dev. Dir.

**DATE:** January 11, 2016

**SUBJECT:** Application/Resolution for Dakota County CDBG Funding FY 2016



City of West St. Paul

**BACKGROUND INFORMATION:**

Each year, the City applies for Community Development Block Grant (CDBG) funding through the Dakota County Community Development Agency (CDA). Historically, the City has applied for CDBG funding for redevelopment and rehabilitation loans administered by the CDA. The City receives approximately \$90,000 a year in CDBG funding.

For FY 2016, (July 1, 2016-June 30, 2017) the CDA suggests a request of \$81,906 based on their estimated CDBG allocation for FY 2016, which is the same allocation amount that the city received for FY2015.

CDBG funding provides a maximum of \$25,000 for deferred repayment, 0% interest rate loans to income eligible homeowners. Each year, five to eight low and moderate-income WSP homeowners make necessary home improvements from the annual CDBG allocation to housing rehabilitation. Eligible repairs include code-mandated repairs due to deferred maintenance, upgrading mechanical or other systems to current standards, and permanent general improvements to increase property values.

The program provides home improvement assistance to underserved populations in WSP. However, the City benefits overall through increased property values and preservation of existing housing stock. Over the last several years, the City has maintained one of the highest numbers of closed loans in the County since the program's creation. By allocating CDBG funds for Housing Rehabilitation, the City ensures that funds are available to WSP homeowners for FY2016.

**FISCAL IMPACT:**

The CDBG funding allows the City to provide home improvement assistance toward low-to-moderate income households for 2016 without creating an impact on the budget.

<b>Application Fees Received:</b>		<b>Amount:</b>
<b>Fund:</b>		
<b>Department:</b>		
<b>Account:</b>		N/A

**STAFF RECOMMENDATION:**

Adopt the attached resolution to approve the City of West St. Paul's Application to the Dakota County CDA for \$81,906 in CDBG funding for FY 2016.

**RESOLUTION NO. 16-**

**A RESOLUTION APPROVING THE APPLICATION OF THE  
CITY OF WEST SAINT PAUL FOR FISCAL YEAR 2016  
DAKOTA COUNTY COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) FUNDING**

WHEREAS, the City of West Saint Paul is a participating jurisdiction with the Dakota County CDBG Entitlement Program for Fiscal Year 2016 (ending June 30, 2017); and

WHEREAS, the Dakota County CDA is a Subgrantee of Dakota County for the administration of the CDBG Program; and

WHEREAS, the Dakota County CDA has requested FY2016 CDBG applications to be submitted by January 29, 2016 based on a district formula allocation of funds approved in the Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED that the City of West Saint Paul hereby approves the following:

1. The Fiscal Year 2016 CDBG application is approved for submission to the Dakota County CDA.
2. The Mayor and Deputy City Clerk for the City of West Saint Paul is authorized to execute the application and all agreements and documents related to receiving and using the awarded CDBG funds.
3. The Dakota County CDA is designated as the administrative entity to carry out the CDBG program on behalf of the City of West Saint Paul, subject to future Subrecipient Agreements that may be required for specific CDBG-funded activities.

Passed by the City Council of the City of West St. Paul this 25<sup>th</sup> day of January, 2016.

Ayes:            Nays:

Attest:

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David Meisinger, Mayor

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Chantal Doriott, City Clerk

**TO:** Mayor and City Council  
**THROUGH:** Matt Fulton, City Manager  
Jim Hartshorn, Comm. Dev. Dir.  
**FROM:** Ben Boike, Assistant Comm. Dev. Dir.  
**DATE:** January 11, 2016  
**SUBJECT:** SHIP Grant Solicitation



City of West St. Paul

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**SUBJECT:**

Resolution authorizing the solicitation of grant funding from the State Health Improvement Program (SHIP) dollars through Dakota County Active Living.

**REQUEST:**

Approve the attached resolution of support soliciting grant dollars from the State Health Improvement Program (SHIP) dollars through Dakota County Active Living. Over the year, the City has had a great partnership with Dakota County Active Living. Grant dollars have been awarded to the City for the development of the city-wide bike/ped plan, a feasibility study for a grade separated crossing of Robert St., as well as the recent Marie/Oakdale sidewalk/trail feasibility study. The County was successful in securing another round of SHIP grants for 2016/2017 and are requesting grant applications from cities by the end of January.

Based on discussions with the County and City Staff, the City is proposing two applications:

- 1) \$5-10k request to analyze food policy/gaps in WSP (analyzing the sale of healthy foods in relation (distance wise) to low income populations). If awarded, Staff would utilize the grant dollars to supplement budgeted dollars for the development of the upcoming Comp Plan amendment. Food policy/gaps is not a requirement for the Comp Plan update however it is something that the County Public Health Department is advocating for cities to address. In addition, the Environmental Committee recently discussed interest in analyzing this topic and can hopefully assist in the development of the comp plan language.
- 2) \$10-15k request to plan trail enhancements for Garlough and Marthaler parks. Marthaler Park is scheduled for improvements soon and one of the issues that needs to be addressed are better trail connections/alignments through the park for the regional trail. Both Garlough and Marthaler have some undesirable sections (do not meet regional trail standards) for the regional trail, specifically tight turn radiuses. This grant would fund a feasibility study to provide better alignments for the regional trail through both parks and would supplement other park planning for the Marthaler improvement project.

**FISCAL IMPACT:**

		<b>Amount</b>
<b>Fund:</b>	<b>101</b>	
<b>Department:</b>	<b>41910</b>	
<b>Account:</b>	<b>40399</b>	<b>\$2,500</b>

The application requires a 10 percent local match therefore the City would be responsible for up to \$2,500 to complete the two proposed projects. Staff is recommending funding this project from available fund balance in the General Fund. Preliminary estimates from the finance department indicate a sufficient increase in fund balance from 2015 operations to cover this request.

**ATTACHMENTS:**

Resolution of support for the two applications.

**CITY OF WEST ST. PAUL**

**RESOLUTION NO. 16-**

**RESOLUTION AUTHORIZING SOLICITATION  
OF GRANT FUNDING FROM THE STATE HEALTH  
IMPROVEMENT PROGRAM (SHIP) THROUGH  
DAKOTA COUNTY ACTIVE LIVING**

WHEREAS, the City of West St. Paul has identified two proposed projects within the City that meets the Dakota County Active Living Grant program's purposes and criteria for the State Health Improvement Program (SHIP); and

WHEREAS, the City has the capability and capacity to ensure the proposed projects be completed and administered within the SHIP guidelines as outlined in the grant application; and

WHEREAS, the City has the legal authority to apply for financial assistance; and

NOW THEREFORE BE IT RESOLVED that the City of West St. Paul approves the applications for funding from Dakota County Active Living.

BE IT FURTHER RESOLVED that upon approval of its application by the Dakota County, Ben Boike, the Assistant Community Development Director, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

Adopted by the City Council of the City of West St. Paul this 11th day of January, 2016

Ayes:

Nays:

Attest:

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David Meisinger, Mayor

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Chantal Doriott, City Clerk

**TO:** Mayor and City Council  
**THROUGH:** Matt Fulton, City Manager  
**FROM:** Dave Schletty, Asst. Parks & Rec Director  
**DATE:** January 11, 2016  
**SUBJECT:** Approve Contract Extension for Dome Management Services



City of West St. Paul

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**INTRODUCTION:**

Sports Facility Development and Management Group, LLC (SFDMG) has provided management and marketing services for the City since the Regional Athletic Center (Dome or RAC) opened in November, 2012. The current contract expired at the end of 2015 and the intent is to retain SFDMS for providing similar services in 2016.

**BACKGROUND INFORMATION:**

SFDMS provides management and operational services at the RAC, including day to day operations, reservations and business attraction. The company's compensation is based on a tiered structure that increases with higher reservation/advertising revenues. The overall compensation levels are proposed to remain the same in 2016. Highlights of the proposed contract include:

1. Section 3. Fees
  - a. The Contractor will receive \$2,000 at the beginning of each month to assist with working capital needs. This amount will be netted against the amount earned each month.
  - b. During non-prime months, the contractor will receive 10% commission for revenue earned above \$30,000. This is an incentive for typically slower business months.
  - c. The contractor will not be compensated for programs brought forward by the City.
2. Contract language states that approval for reservation/marketing contracts may be approved by the City Manager and do not necessitate formal Council consideration.
3. Section 7. Term and Termination – States this Agreement may be extended, modified or amended by mutual written consent of the parties.

**FISCAL IMPACT:**

We anticipate that SFDMG will continue to be successful in their efforts to attract business to the RAC and that the City's subsidy will be consistent with expectations of less than \$150,000

**STAFF RECOMMENDATION:**

The staff recommendation is to approve the contract extension for 2016 with SFDMG as shown in attachment 1.

Attachments: 1) Contract

C: Mark Bigelbach, SFDMG, LLC

**WEST ST. PAUL SPORTS DOME  
MANAGEMENT SERVICES AGREEMENT**

This Agreement (hereafter the “Agreement”), is dated as of January 11, 2016 (“Effective Date”) by and between the City of West St. Paul, 1616 Humboldt Ave., West St. Paul, MN 55118, a municipal corporation (“City”) and SFDMG, LLC, 432 Vadnais Lake Drive, Vadnais Heights, MN 55127, a Minnesota limited liability company (“Contractor”). City and Contractor are sometimes hereinafter referred to as the “parties.”

**RECITALS**

WHEREAS, City has constructed an approximately 100,000 square foot field turf dome facility, which includes a soccer field, concessions stand, office space, storage areas, a parking lot, and other related improvements on City property located on Livingston Avenue in West St. Paul, adjacent to and east of the existing City Hall building.

WHEREAS, the Sports Dome opened for operation on November 9, 2012.

WHEREAS, City desires to extend the contract with the Contractor to perform Management Services on behalf of City for one year, commencing on January 1, 2016 and expiring on December 31, 2016 and Contractor desires to and has agreed to do so upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into the Agreement as though fully set forth below, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

**DEFINITIONS**

The following definitions as used throughout this Agreement shall apply:

**ACTUAL COSTS** means salary, social security taxes, FICA, worker’s compensation insurance, unemployment insurance and Employer’s liability insurance. It does not include clothing allowance, cell phones, health or dental insurance, automobile insurance, mileage reimbursement or similar benefits, or Contractor’s management or administrative costs for supervising such employees. Any Actual Costs not included in this definition must be approved by the Finance Director.

**CITY** means the City of West St. Paul, 1616 Humboldt Avenue, West St. Paul, MN 55118, a municipal corporation.

**CONTRACTOR** means SFDMG, LLC, 432 Vadnais Lake Drive, Vadnais Heights, MN 55127, a Minnesota limited liability company.

**MANAGEMENT SERVICES** generally means the leasing, marketing, managing, operating, supervising, overseeing and the maintenance of the Sports Dome, but the scope of which are more fully set forth in Exhibit A, attached hereto and incorporated herein.

**NON-PRIME MONTHS** means May 1 – October 31.

**OPERATING EXPENSE** means a category of expenditure that the City incurs as a result of performing its normal operations for the Sports Dome, which includes bonding costs.

**OPERATING PROFIT** means the City's revenue minus the City's operating expenses, as related to the Sports Dome.

**OPERATING REVENUE** means the amount of money collected from users, advertisers or sponsors of the Sports Dome, before expenses are deducted.

**PRIME SEASON MONTHS** means November 1 through April 30.

**SPORTS DOME** means a 100,000 square foot field turf dome facility, which includes a soccer field, concessions stand, office space, storage areas, a parking lot, and other related improvements located on Livingston Avenue in West St. Paul, adjacent to and east of the existing City Hall building.

**TERM** means from the Effective Date of this Agreement will be January 1, 2016 through December 31, 2016.

## **AGREEMENT SECTION 1**

**1.1 Agreement for Management Services.** City hereby appoints and retains Contractor, and Contractor hereby accepts such appointment and retention for Management Services of the Sports Dome during the Term, with full power and authority to carry out all of the duties and responsibilities specified herein, upon the terms and subject to conditions hereinafter set forth.

## **SECTION 2 DUTIES AND RESPONSIBILITIES**

### **2.1 Contractor's Duties**

**2.1.1 Standards of Performance; Fiduciary Duty.** Contractor acknowledges that there is a relationship of trust and confidence between Contractor and City, and that Contractor has a fiduciary duty to City pursuant to this Agreement. Contractor shall use Contractor's best skill and judgment in performing its duties and obligations hereunder, and shall at all

times provide such Management Services in a manner that maintains the good name of City, perform its duties and obligations under this Agreement in an efficient, expeditious, prudent and economical manner, consistent with the best interest of City, in accordance with generally approved practices and standards followed by similarly-situated public sports domes in Minnesota.

**2.1.2 Operation of Maintenance Services of the Sports Dome.** Throughout the Term, Contractor shall, subject to any restrictions or limitations set forth elsewhere in this Agreement, perform or cause to be performed all tasks necessary or appropriate in connection with the Maintenance Services. In performing such services Contractor shall, at a minimum, do each of the following:

- a. Be responsible for and control all maintenance of the Sports Dome, including daily maintenance of equipment and direction and oversight of all of Contractor's personnel.
- b. Hire and supervise all personnel needed to properly fulfill Contractor's requirements under this Agreement for the successful and efficient operation of the Management Services at the Sports Dome, subject to the limitations in Exhibit A. Contractor shall take special care to ensure that all employees are qualified for their positions and have the ability to relate to the public in the context of a municipal Sports Dome.
- c. Ensure the Sports Dome is ready for operation during all hours that the Sports Dome is leased, seven days per week.
- d. Operate under the provisions of this Agreement in such a manner as to conform with all the ordinances of the City and laws of the State of Minnesota, and shall give assistance to the City in seeking conformity with the ordinances of the City and laws of the State by public users. Further, Contractor agrees to enforce all rules and regulations adopted by the City covering the conduct of the public and services offered in the use of the Sports Dome as it relates to the performance of services under this Agreement.

**2.1.3 No Concessions Stand Responsibility.** This Agreement does not contemplate that Contractor will operate, staff or manage the concessions stand, except as it relates to maintenance of the concessions stand. If the parties desire to amend the Agreement to include general concessions stand operations, such amendment shall be memorialized by mutual written consent of both parties.

**2.2 City's Responsibilities.** City agrees to provide the promises and services as described on Exhibit B, attached hereto and incorporated herein, as well as other services as agreed to by the parties.

**SECTION 3  
FEES**

**3.1** As compensation for Contractor's performance of this Agreement during 2016, City shall pay Contractor as follows:

**3.1.1** Prime Season months.

- a. Contractor shall receive a monthly base rate of \$2,000, payable at the beginning of each month.
- b. Contractor shall be paid on a percentage of Operating Revenue as follows. The base rate shall be subtracted from the total amount due.
  - 1) 6% of the first \$100,000 of collected Operating Revenue,
  - 2) 7% of the collected Operating Revenue from \$101,000 to \$200,000, if applicable
  - 3) 8% of the collected Operating Revenue from \$201,000 to \$300,000, if applicable,
  - 4) 9% of the collected Operating Revenue over \$301,000, if applicable.
- c. For collected Operating Revenue derived from new users that was originated by the City and not by Contractor, that new user Operating Revenue shall not be considered in the total collected Operating Revenue for purposes of 3.1.1. b and 3.1.2. b.
- d. Payments to Contractor for 3.1.1 b. 1-4 will be calculated on a monthly basis for the previous month's Operating Revenue. Contractor will be paid the net amount owed within 30 days after the Operating Revenue is calculated.

**3.1.2** Non-Prime months.

- a. Contractor shall be paid the same as provided in Section 3.1.1 a-c
- b. To incent the Contractor, an additional premium of 10% will be paid for any monthly Operating Revenue exceeding \$30,000. This premium will be non-cumulative for each month.

**3.1.3** There may be instances where the City identifies and secures reservations for specific events held at the Sports Dome. Revenues derived from these reservations will be excluded from compensation paid pursuant to this contract.

**3.1.4** Reimbursement for the Actual Costs of Contractor's Sports Dome employees will be paid in the same manner as other claims made to the City, following monthly submission of supporting documentation for such reimbursement.

**SECTION 4  
RECORDS**

**4.1** All records and supporting documentation maintained by Contractor pursuant to this Agreement and/or relating to Contractor's services on behalf of the Sports Dome, are governed by the Minnesota Government Data Practices Act, and shall provide copies of all such documents upon the City's request. Contractor agrees that City may perform its own financial audits of Contractor's records, as related to this Agreement. City, or persons appointed by City may, during ordinary business hours, examine all records and supporting documentation maintained by Contractor pursuant to this Agreement, and all of Contractor's payroll documents, records and files relating to services provided by Contractor's staff pursuant to this Agreement. Should City or City's employees or representatives discover any errors in record-keeping, Contractor shall correct such discrepancies promptly upon discovery and notification thereof, and make all appropriate and necessary adjustments. Contractor shall inform City in writing of the action taken to correct any such audit discrepancies. Failure to comply with this section shall be cause for early termination with cause pursuant to Section 7.3.

**SECTION 5  
INDEMNIFICATION**

**5.1** Except for any willful misrepresentation or any willful or wanton misconduct or any negligent act or omission of the City and the governing body members, officers, and employees thereof ("Indemnified Parties"), Contractor releases from, and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties for damages that arise out of the negligent acts, errors and omissions of Contractor and its employees; provided that the indemnity shall not apply to the extent such loss or damage is caused by the City.

**5.2** The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Contractor, its officers, agents, servants or employees or any other person who may assist with the Management Services, to the extent such damage or injury is due to any act of negligence of any person, other than any act of negligence on the part of any Indemnified Party or its officers, agents, servants or employees.

**SECTION 6  
INSURANCE**

**6.1** Contractor shall, during the continuance of this Agreement and at no expense to City, except as otherwise provided in Section 3.1.2f, maintain the following types of insurance:

**6.1.1** General Liability Insurance, with a limit of \$1,500,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended. Such policy shall add the City as an additional insured;

**6.1.2** Workers' Compensation and Employer's Liability Insurance for all of Contractor's officers, agents, and employees, as required by law.

**6.2 Certificates**. The insurance required by this Article shall be evidenced by certificate or certificates submitted to City which shall be executed by the insurance company or companies involved and which shall state that this insurance may not be terminated without 30 days prior written notice being received by City. The certificate(s) shall be submitted to City before or at the time Contractor executes this Agreement.

**6.3 No Representation of Adequate Coverage**. City makes no representation that the limits or forms of coverage of insurance specified in this Section are adequate to cover Contractor's obligations under this Agreement.

## **SECTION 7 TERM AND TERMINATION**

**7.1 Term of Agreement**. The Term of this Agreement shall commence on the Effective Date and shall terminate in one year, unless terminated earlier. This Agreement may be extended, modified or amended by mutual written consent of the parties.

**7.2 Early Termination Without Cause**. Either party may terminate this Agreement upon Ninety (90) days' advance written notice to the other party, without penalty or cause. Upon termination under this provision, Contractor shall be paid for Maintenance Services rendered through the effective date of termination.

**7.3 Early Termination With Cause**. Either party may terminate this Agreement for failing to perform a term, condition or requirement of this Agreement by giving at least 10 days' advanced written notice to the defaulting party. After receipt of such notice, the defaulting party shall have 10 days to cure the default. If the default is not cured, then upon termination under this provision, Contractor shall be paid for Maintenance Services rendered through the effective date of termination.

**Immediate Termination**. If either party is in default and the default is such that it poses a threat to the health, safety or welfare of the public, as reasonably determined by the non-defaulting party, the non-defaulting party may take any immediate steps it determines are necessary to cure the default, including closing the Sports Dome. In this event, this Agreement shall terminate immediately upon notice to the defaulting party. The defaulting party shall pay all costs and expenses incurred by the non-defaulting for taking any corrective action. Upon termination under this provision, Contractor shall be paid for Maintenance Services rendered through the effective date of termination.

**7.4 Actions Following Termination**. Upon any termination of this Agreement for any reason whatsoever, Contractor shall, for a period of thirty (30) days following such termination, assist and cooperate with City to the extent deemed necessary by City to ensure an orderly

and efficient transfer of the Management Services of the Sports Dome by Contractor to City or to City's designee. This covenant of Contractor contained herein shall survive and remain in full force and effect following any such termination of this Agreement.

## SECTION 8 GENERAL PROVISIONS

**8.1 Transfer And Assignment.** This contract is not assignable and may not be conveyed to any other party without the prior written consent of City.

**8.2 Warranties and Representations.** Contractor hereby represents and warrants that in entering into this Agreement, Contractor has not relied on any statements from City or any representative thereof, and has conducted such due diligence and investigations as Contractor deems appropriate before entering into this Agreement.

**8.3 Independent Contractor.** Contractor and City hereby acknowledge and agree that Contractor, in performing under this Agreement, will be and will at all times act as an independent contractor in the performance of its duties and responsibilities set forth herein, and that Contractor will have control of its work, the work of its employees and the manner in which it is performed. Contractor shall at all times during the Term hereof be free to contract for similar services to be performed for other persons or entities, and Contractor and City agree that neither Contractor nor its employees shall be considered as an agent or employee of City, that neither Contractor nor its employees are entitled to participate in any pension plan, medical or dental plans, or any other benefit provided by City for City employees. None of the provisions of this Agreement are intended to, nor shall they be interpreted to, create a partnership or joint venture between Contractor and its employees and City with respect to the Sports Dome or otherwise, and neither Contractor nor City shall have the power to bind or obligate the other party, except as expressly set forth in this Agreement.

**8.4 Non-Waiver.** The waiver by either City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by City or Contractor, unless such waiver is in writing signed by the party against whom such waiver is asserted.

**8.5 Entire Agreement.** This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between City and Contractor, oral or written, relating to the subject matter of this Agreement. City has made no representations, warranties or promises not expressly contained herein. No subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon City or Contractor unless reduced to writing and signed by both of them.

**8.6 Notices.** Except as otherwise specifically provided in this Agreement, any notice, statement, report or other communications to be given under the terms of this Agreement shall be delivered in a timely fashion, as provided herein, and shall be in writing and delivered

personally or sent by mail, by placing first class postage thereon, addressed as follows:

TO CITY: City of West St. Paul  
City Manager  
1616 Humboldt Ave.  
West St. Paul, MN 55118

TO CONTRACTOR: SFDMG, LLC  
Attn: Mark Bigelbach  
432 Vadnais Lake Drive  
Vadnais Heights, MN 55127

or at such other address as from time to time designated by the party receiving the notice, in accordance with this paragraph. The date of service of such notice shall be the date such notice is delivered to the party to whom the notice is given.

**8.7 Captions and Paragraph Numbers.** Captions, paragraph numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience, and in no way define, limit, construe or decide the scope or intent of such section or article, nor in any way affect this Agreement.

**8.8 Construction of Agreement.** The language in all parts of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either City or Contractor.

**8.9 Successors and Assigns.** Except as herein otherwise provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of City and Contractor. Nothing stated in the foregoing sentence shall limit the provisions of Section 8.1 of this Agreement entitled “Transfer and Assignment.”

**8.10 Applicable Law.** This Agreement and all provisions hereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of Minnesota. The sole and exclusive venue for any legal action under this Agreement or in any way related to the Sports Dome shall be the Dakota County District Court.

**8.11 Savings Clause.** Any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, or substantially increase the burden on any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

**8.12 Approval by City.** In any provision of this Agreement where City’s approval or consent is required, City shall, except to the extent specifically stated to the contrary in such provision, have the right to withhold or refuse its approval or consent, in City’s sole and

absolute discretion.

**8.13 Counterparts.** This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all such counterparts together shall constitute one and the same agreement.

**8.14 Nondiscrimination in Employment.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, childbirth or related medical conditions), national origin, ancestry, age, physical disability, mental disability, medical condition, family care status, veteran’s status, medical status, sexual orientation or any other characteristic protected by federal, state or local law.

**8.15 Time.** Time is of the essence of this Agreement and each provision hereof of which time is an element.

CITY OF WEST ST. PAUL

\_\_\_\_\_  
Mayor David Meisinger

\_\_\_\_\_  
City Manager Matthew S. Fulton

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me a Notary Public within and for said County, personally appeared David Meisinger and Matthew S. Fulton, to me personally known to be the Mayor and City Manager, respectively who executed the foregoing instrument and acknowledged that the signatures were duly authorized on behalf of the City.

\_\_\_\_\_  
Notary Public

SPORTS FACILITY DEVELOPMENT & MANAGEMENT GROUP, LLC.

\_\_\_\_\_  
By: Mark Bigelbach

Its:

STATE OF MINNESOTA    )  
  )  
COUNTY OF DAKOTA    )            ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me a Notary Public within and for said County, personally appeared Mark Bigelbach , the \_\_\_\_\_ of SFDMG, LLC, personally known to be the person described in and who executed the foregoing instrument and acknowledged that the signature was duly authorized on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**CONTRACTOR RESPONSIBILITIES**

1. Hire and supervise all personnel needed to properly fulfill Contractor's requirements under this Agreement for the successful and efficient operation of the Management Services at the Sports Dome. Staffing needs shall be determined with the assistance of City Staff and are subject to the approval of the City Manager. Hiring and supervision includes training of staff in all phases of operations and maintenance.
2. Provide labor for all minor equipment repairs, and all scheduled or manufacturer-recommended servicing of equipment. Maintenance or repairs exceeding \$5,000 or all unbudgeted or unscheduled maintenance or repairs must be approved by the City Manager prior to ordering the work.
3. Provide marketing services to solicit and identify potential user groups for the Sports Dome, including assisting the City with preparation and distribution of marketing materials. Marketing services include marketing and advertising the Sports Dome within the City of West St. Paul, as well as to other cities and school districts.
4. Negotiate and secure executed advertising and lease agreements to fund a minimum of 70% of the projected annual revenue of the Sports Dome. Agreements require the approval of the City. Advertising may include naming rights of the Sports Dome or fields, subject to the approval of the City Council, or leasing space at locations or on equipment, deemed acceptable by the City.
5. Provide first opportunity for Sports Dome usage during unrented or cancelled rental times to users who have the most West St Paul participants in their organization.
6. Negotiate and secure donations for the Sports Dome.
7. Provide detailed programming for the Sports Dome, including, but not limited to scheduling hours, coordinating programs and registering of program participants. This shall also include the keeping of detailed accounting records of all users, keeping track of hours used, as well as cancellations, and monthly reporting of such records to the City so that the Finance Director can reconcile the Contractor's accounting records with the payments received. Any negative discrepancies in such accounting records that cannot be reconciled or adequately explained, at the sole discretion of the City, shall be subtracted from the Contractor's compensation.
8. Provide the City with detailed information on the quantity of all supplies and/or consumable materials used for the immediate preceding month, as well as an inventory of remaining supplies. All equipment, supply and materials requests shall be submitted to the Park & Recreation Director, or his designee on the first day of each month.

9. Collect all user fees related to the sale of advertising or lease agreements, or any other such fees related to the Sports Dome and remit such payment to the City on a daily basis, excluding weekends and holidays. Fees collected on weekends and holidays shall be remitted on the next business day.
10. Be responsible for and control all maintenance of the Sports Dome, including daily maintenance of the facility and its equipment. Maintenance includes bathrooms, lobby area, office, field turf, concessions stand and storage area. Contractor shall exercise general supervision over and shall be responsible for the proper use and care of all equipment owned by the City that is used at the Sports Dome. Contractor shall keep all City facilities and equipment in good maintenance and repair in accordance with its useful life. Equipment and parts damaged by the negligence of Contractor or Contractor's employees or agents shall be repaired or replaced by Contractor, at Contractor's sole expense. Contractor agrees to notify the City of major repairs needed to City facilities equipment at all times. The facilities and equipment include any and all fixtures and personal property contained in the Sports Dome, including, but not limited to HVAC, plumbing and mechanical, video, and security equipment.
11. During Prime Season, hold monthly stakeholder meetings with appropriate representatives from top five Sports Dome users and City Staff.
12. Cooperate with the City on management and operational decisions during the Term of this Agreement.

**EXHIBIT B**  
**CITY RESPONSIBILITIES**

1. Provide all supplies, parts, equipment and materials reasonably necessary for the operation and maintenance of the Sports Dome.
2. Bear the cost of all major repairs or improvements to the Sports Dome, as well as major equipment repairs, including but not limited to lighting for parking lots, sidewalks, and security systems.
3. Assume on-going costs for the following:
  - a. All utilities, such as land-line phones, natural gas, trash and electricity;
  - b. Property insurance;
  - c. Property upkeep, such as lawn maintenance and snow plowing.
4. Provide office space with general office supplies for the Contractor within the Sports Dome.
5. Work with the Contractor on the preparation and creation of marketing materials for the Sports Dome.
6. Provide the Contractor with all relevant program materials, and policies and procedures for the Sports Dome.
7. Supply the Contractor with contracts and forms for leasing and advertising at the Sports Dome.