



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

REGULAR CITY COUNCIL MEETING

March 14, 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. Presentation By Met Council Regarding Inflow/Infiltration

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. City Council Meeting Minutes

Documents: [02-22-16 OCWS MINS.PDF](#), [02-22-16 CC REG MINS.PDF](#), [03-01-16 SPECIAL CLOSED MEETING.PDF](#)

B. List Of Claims March 14, 2016

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

C. Approve Transfer Of Funds

Documents: [COUNCIL REPORT - APPROVAL OF TRANSFERS.DOCX](#)

D. Approval Of UBS Client Services Agmt

Documents: [COUNCIL REPORT - APPROVAL OF UBS CLIENT SERVICES AGMT.PDF](#)

E. All Hazard Planning Process, Resolution

Documents: COUNCIL REPORT - PARTICIPATION IN THE ALL HAZARDS PLANNING PROCESS.PDF

F. Coordinated Community Reponse (CCR), MOU (Informational Item)

Documents: CCR MOU.PDF, COUNCIL REPORT - COORDINATED COMMUNITY RESPOSE MOU.PDF

G. Tobacco Compliance Grant

Documents: COUNCIL REPORT - EDUCATIONAL TOBACCO COMPLIANCE CHECKS.PDF, TOBACCO COMPLIANCE AGREEMENT.PDF

H. Council Report - City Licensing

Documents: COUNCIL REPORT - POLICE DEPARTMENT LICENSING.PDF

I. Accept 2015 Annual Report On Shared Volunteer Program

Documents: COUNCIL REPORT - 2015 SHARED VOLUNTEER PROGRAM ANNUAL REPORT.PDF, 2015 ANNUAL SHARED VOLUNTEER PROGRAM REPORT.PDF

J. Appoint MnDOT To Act As City's Agent In Accepting Federal Transportation Aid

Documents: COUNCIL REPORT-APPOINT MNDOT TO ACCEPT FEDERAL AID.PDF, RESOLUTION - APPOINT MNDOT TO ACCEPT FEDERAL AID.PDF

K. Approve Final Payment For Carrie/Annapolis Sewer Lining Project 14-7

Documents: COUNCIL REPORT - APPROVE FINAL PAYMENT FOR CITY PROJECT 14-7.PDF

11. PUBLIC HEARING

12. NEW BUSINESS

A. Approve Consultant Contract For Target Turn Lane Design On Robert Street

Documents: COUNCIL REPORT - APPROVE CONSULTANT CONTRACT FOR TARGET TURN LANE.PDF

B. Approve Revision To Consultant Contract For Lift Stations 5 & 6 Project 16-2

Documents: COUNCIL REPORT - APPROVE REVISION TO CONSULTANT CONTRACT FOR PROJECT 16-2.PDF, COUNCIL REPORT-ATTACHMENT-REVISIONS TO CONSULTANT CONTRACT FOR PROJECT 16-2.PDF

C. Authorization To Prepare Plan And Specifications And Solicit Bids For Lift Station 5 & 6 Project 16-2

Documents: COUNCIL REPORT - AUTHORIZATION TO PREPARE PLANS AND SPECIFICATIONS AND SOLICIT BIDS FOR PROJECT 16-2.PDF

D. Authorize Request For Legislative Language Changes Relating To 2014 \$2million State Bonding Appropriation For Robert Street Pedestrian Bridge

Documents: COUNCIL REPORT-LEGISLATIVE LANGUAGE CHANGES.PDF

13. OLD BUSINESS

A. Final Reading - Rezoning Of 1636 Delaware From C, Conservancy To R1-C, Single Family Residential - Thomas I. Dodge

Documents: COUNCIL REPORT - REZONING.PDF, ORDINANCE - REZONING.PDF, ATTACHMENT - REZONING.PDF, ATTACHMENT 2 - REZONING.PDF

B. Provisional Rental License Review - 212/232 Thompson Ave

Documents: COUNCIL REPORT - 212 232 PROVISIONAL REVIEW.PDF,
ATTACHMENT - 212 232 THOMPSON.PDF, RESOLUTION - 212 232 THOMPSON
PROVISIONAL REVIEW.PDF

C. Provisional Rental License Review - 966/976 Robert St. (Blew Holdings LLC)

Documents: COUNCIL REPORT - 966 976 ROBERT.PDF, RESOLUTION - 966 976
ROBERT.PDF, ATTACHMENT 1 - 966 976 ROBERT.PDF, ATTACHMENT 2 - 966 976
ROBERT.PDF, ATTACHMENT 3 - 966 976 ROBERT.PDF, ATTACHMENT 4 - 966 976
ROBERT.PDF

14. ADJOURN

*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 EOE/AA*

**City of West St. Paul
Open Council Work Session
February 22, 2016**

1. Roll Call

Mayor David Meisinger called the work session to order at 5:00 p.m.

Present: Mayor David Meisinger and Councilmembers Armon, Halverson, Bellows, Iago, Napier and Vitelli.

Others: City Manager Matt Fulton, Assistant City Manager and HR Director Sherrie Le, Community Development Director Jim Hartshorn, Police Chief Manila Shaver, Fire Chief Mike Pott, Finance Director Joan Carlson, Public Works and Park Director Ross Beckwith, Attorney Korine Land, Fire Chief Mike Pott, City Engineer Darin Rezac and City Clerk Chantal Doriott.

2. Approve Agenda

Council approved the work session agenda. The Council will first hear information on the I/I program and when reps from the YMCA arrive, we will start to hear information on the YMCA discussion item. We will then hear information on the I/I program.

3. Review the Regular Meeting Consent Agenda

Council approved the consent agenda items and added:

- Under Consent – consider SMFD appointment
- The Mayor would like to hear Council comments during the work session to avoid redundancy during the regular meeting.

4. Agenda Item(s)

4.A. YMCA Discussion about WSP Options

City Manager Matt Fulton opened the discussion and asked the following YMCA staff to introduce themselves: Mike Lavin, District Executive and Katie Lowe, Executive Director and Pat Connolly, Director of Real Estate

Manager Fulton explained the West St. Paul YMCA is currently undergoing a strategic planning process regarding its facility locations within the Twin Cities Market area in an effort to plan for its successful future. In October, 2014, the City and YMCA entered into a “Memorandum of Understanding” relating to a mutual interest in exploring the potential for doing a collaborative project that would include a new YMCA and City Hall. While a jointly funded community survey was completed regarding this idea, additional efforts were essentially shelved when the City Hall project needed to be deferred due to financing limitations and the YMCA commenced its strategic planning effort.

As the YMCA anticipates its future, it is timely and appropriate for YMCA representatives to discuss its future with the City Council, including any ongoing interest in exploring the idea of a collaborative project with the City. If there is interest, additional work would be necessary to define the specifics surrounding how such a partnership would be organized and financed. The logical location for such a project would be somewhere on the municipal golf course, likely at the intersection of Thompson Avenue and Oakdale St. In order to maximize any redevelopment interests on Robert Street, a land swap with the YMCA would help to maximize the City's ability to assist with land assembly for any future economic redevelopment project that might include the YMCA site. The YMCA currently owns 9.58 acres and has an assessed market value of \$3,887,500. The YMCA is a tax-exempt organization. As the Council is aware, the City has a lease agreement with the YMCA to use a portion of the YMCA property for use by the Thompson Oaks Municipal Golf Course.

If the City Council is not interested in pursuing a collaborative project with the YMCA, the idea of a land swap is still something to discuss with the YMCA in the interest of helping the YMCA have a location to construct a future new facility.

Mike Lavin said the YMCA is interested in meeting with supporters to find out what the YMCA needs are in this community; how do we serve moving forward and meet gaps. The YMCA is just starting a process right now and they have hired an outside firm to assist in these efforts. Mr. Connolly said there is a firm they are working with – evaluating all the Y's. Their first thought is what we should do with the existing property and this information should be ready in a couple weeks; this is a priority. Their current facility is small and old and hopefully there is a new chapter ready to get started.

Manager Fulton asked for clarification of a land swap. In the context of keeping the YMCA in West St. Paul, on an alternative site, we review many tools and techniques. A land swap was done in Forest Lake. We will need to use very tool that is appropriate to the community. How much space is needed? Minimum is a 6 acre parcel and that could be small. It's the size for the current structure; it leaves very little green space. We have some examples of buildings that are in close proximity to parks that we can access to meet community needs. Mr. Connolly has seen a variety of ways that the YMCA can come or grow in a community. There are 23 acres at the golf course with 20 developable acres.

Clpn. Vitelli doesn't see the city being prepared for a city hall anytime soon but he is in favor of development of the golf course and having the YMCA stay in West St. Paul; he is in favor of land swap. Where do you stand with the redevelopment prospect? Very productive conversation is under way. There is no specific "thing" on paper but we have been honest and laid the cards on the table. If the redevelopment group wants to move forward fairly quickly – are you open to consideration and ways to keep a presence here on a temporary basis? At the Midway location we built a new building and during the time they were in a temporary location, we served the members the best we can. Discussion continued regarding the land swap and redevelopment ideas. Manager Fulton asked the YMCA if you did a land swap do you think the strategic plan would be to do a collaborative project or possibly a larger project such as in Eagan. The YMCA has been serving West St. Paul for over 40 years so there's a little different depth and consideration in these legacy communities. The more you can cost share and collaborate, the better for everyone. Considering a land swap versus financial transaction – the cash seems like a better way to do business. Having the redeveloper and the YMCA and city seems a little more complicated. Manager Fulton said this project could be

complicated. The land swap could allow us more flexibility, etc. There are a lot of questions that need to be answered to the public said Mayor Meisinger. There needs to be structure and there are a lot of layers and details but we are hoping to have you stay in West St. Paul. Council said having the redevelopment project come to fruition is very exciting. They would like the YMCA to stay in West St. Paul. There most likely will not be a new city hall built this year or even next year. Collaborative efforts are what we strive for but the YMCA needs to be aware that the City wants the redevelopment project to move forward. Move in the direction of working privately with the redevelopment opportunity and keep the council informed. Director Hartshorn and Manager Fulton should work together to keep the council updated. Manager Fulton said we are doing that now. Council would be interested in seeing details of the study as permitted so we can think about a proposal on how a land swap can happen or some kind of financial package for council to consider. The YMCA would be very interested in having this type of documentation to start something.

The Land and Water Conservation Act does not apply to the golf course. This act is intended to preserve land.

4.B. Discussion Relating to Inflow and Infiltration Project

City Manager Fulton gave an overview. The City is engaged in a program intended to ensure that clear water does not end up in the sanitary sewer system. This program is being required by the Metropolitan Council that has a surcharge approach toward communities that allow excessive clear water into the sanitary sewer service. In West St. Paul's case, the surcharge amount is \$2.7 million. The surcharge can be avoided if a similar amount is invested in the public and private sanitary sewer infrastructure to remove the clear water.

While the program was originally commenced in 2008, a more aggressive approach was implemented in 2015. The engineering firm of SEH has been retained to assist the City in this effort. Based on the experience from the past year relating to this project, there are several modifications that the City Council is being asked to consider at this time. Manager Fulton also mentioned concerns regarding lining of the pipes that are going into the main.

1. Hire a temporary employee to provide initial house preview to determine if the property is ready for inspection by SEH and assist property owners in understanding the overall steps required by this program to become compliant. The position description for this position is attached and the proposed rate is \$20-\$25/hour. The position would continue until the I/I program is completed. As part of this effort, the City would take more of a leadership role in helping property owners schedule and accomplish the necessary steps in becoming compliant.
2. Amend Chapter 50.08 of the City Code regarding the discharge of prohibited clear water drainage and sump pumps. The proposed changes simply are intended to clarify the responsibilities of homeowners to participate in the I/I program and ensuring that the sanitary sewer service line is available and accessible. The proposed language clarifies penalties for not participating. The Council will have a first reading of the ordinance at its regular meeting following the work session.
3. In order to avoid street excavation, it is being recommended that any required sanitary sewer service line repairs be limited to no closer than two feet from the sanitary sewer main in the street. Any repair work that would necessitate excavation in the street would be noted in the City's records and corrected at the time of street reconstruction. This would shift the cost of

these repairs to the City although; it would also preserve the integrity of the street, which is a high community priority. Future costs for sanitary sewermain repairs would increase as a result of this approach and would need to be absorbed in municipal sewer rates.

4. A property would be considered compliant upon the submittal and review of a video and signed verification statement from the licensed plumbing company following all required repairs.
5. The I/I Inspection Liaison wage is proposed at a \$20-\$25/hour rate. Hours will depend on need. Annualized, this position, working full-time, would be approximately \$41,600-\$52,000 and funded through the Sanitary Sewer Fund.
6. Additional city expenses relating to assuming reconstruction repairs to sanitary sewer service line/main repair is not possible to calculate at this time and would be incorporated within the capital budget for the Sanitary Sewer Fund.
7. Eliminating a final inspection by SEH will save the City \$200/inspection.

Engineer Darin Rezek spoke about two repair methods.

1. Cut and repair which is not a good choice.
2. Pipe lining – contractors are relatively new and unfortunately there have been needed repairs. Pipe replacement can be done up the right of way line. The resident is responsible up until the connection.

Staff is asking council to consider the recommendations outlined above. Clpn. Halverson said she is not in favor. We should look at the sump pumps as this is 70% of the causes. Staff should have SEH information by the end of the week. Clpns. Armon and Halverson would like to wait until we have the SEH summary before decisions on the program are made. Council has heard many complaints about SEH. Sump pumps emptying into laundry tubs are a huge source of the issue, think some of the council. Also, pipe cracks should be fixed. Have we written specifically to SEH about our dissatisfaction on their performance asked Clpn. Bellows? If it's inspector or customer service issue, they should be dealt with appropriately. Regarding pipe breaks - if the break is after the right of way we should just leave it said Clpn. Napier. Clpn. Iago said we should stop and halt everything (to do with this program). At least sit down with Met Council because this has become a little confusing. SEH has been unpredictable. Someone suggested: notify SEH that the program is on hold and they finish what they were on but they don't get paid until the project is finalized. We could consider the ordinance amendment and approve the first reading tonight.

5. Adjourn

The work session adjourned at 6: 20 p.m.

David Meisinger
Mayor
City of West St. Paul

**City of West St. Paul
City Council Meeting Minutes
February 22, 2016 at 6:30 p.m.**

1. Call to Order

Mayor David Meisinger called the meeting to order at 6:00 p.m.

2. Roll Call

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

Others: City Manager Matt Fulton, Assistant City Manager and HR Director Sherrie Le, Attorney Korine Land, Finance Director Joan Carlson, Community Development Director Jim Hartshorn, Police Chief Manila Shaver, Public Works and Parks Director Ross Beckwith and City Clerk Chantal Doriott.

3. Pledge of Allegiance

4. Adopt the Agenda

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

- Add 10.H. South Metro Fire Board appointment;

All members present voted aye. Motion carried.

5. OCWS Briefing

Mayor Meisinger gave an update. The Council discussed the following during the work session held prior to this meeting:

- I/I project
- YMCA

6. Robert Street Review

Director Beckwith gave an update:

- Signage along Robert Street has been done in compliance with state road designs. Some of the signs have been limited as well as size of signs being smaller. When you get to the do not enter and one-ways they recommended to only put in one sign. The agreement with MnDOT has been met.

7. Citizen Comments

John Margo, 190 East Thompson spoke in defense of Thompson Golf Course. Mr. Margo said he believes the golf course is parkland and will be totally paid for by 2022. The city bought the debt back, from the golf course, and bonds were issued and then the bonds were bought back by the city and the costs were distributed to various depts. He feels there is no reason to eliminate parkland under this situation.

8. Council Comments

Clpn. Armon reminded the public to contact their legislatures because it's important that additional funds are made available for the Robert Street project. Please show your support and contact:

Representative Tim Kelly at 651-296-8635 or tim.kelly@house.mn.us

Senator Scott Dibble at 612-293-7380 or senatordibble@gmail.com

Mark Dayton at 651-201-3400

Clpn. Pat Armon at parmon@wspmn.gov

Mayor Meisinger gave a "shout-out" to the South Robert Street Business Association for hosting the 1st Annual Winter Fun Fest at Marthaler Park last Saturday. The event was a huge success and the city is proud to have been a supporter of the event. The Mayor read a lengthy list of various community businesses that also supported the event. Thank you to all! The Mayor also said there was an inaccurate article in the St. Paul Pioneer Press "West St. Paul and National Guard in Talks for a New Joint Facility". We are not in discussion with the National Guard at this time. They need 10 acres and we do not have that land. We are not in discussions at this time.

Clpn. Iago reminded all of the March 1 Caucuses starting at 7:00 p.m. with additional information in the South West Review.

Republican Party
Heritage Middle School
121 Butler Ave W
West Saint Paul MN 55118-1308

Democratic-Farmer-Labor Party
Henry Sibley High School
1897 Delaware Ave
Mendota Heights MN 55118

9. Proclamations, Presentations and Recognitions

There were no items to present.

10. Consent Agenda

Motion was made by Clpn. Halverson and seconded by Clpn. Napier to approve the consent agenda as follows:

- A. Council Regular Meeting Minutes and Work Session Minutes of February 8, 2015
- B. List of Claims as presented
- C. January 2016 General Fund Budget Report
- D. January 2016 Investment Report
- E. January 2016 Bank Reconciliation
- F. Resolution No. 16- 17 Approval of the 2016 Temporary Seasonal Pay
- G. Purchase of Public Works Capital Equipment
- H. Resolution No. 16-24 Appointing Public Member (Dennis Wippermann) to the South Metro Fire Board.

All members present voted aye. Motion carried.

11. Public Hearing

A. Final Reading - Zoning Ordinance Amendment, Section 3.2 regarding the definition of Dwelling Unit – City of West St. Paul

Community Development Director Jim Hartshorn gave an overview. Per the first ordinance reading on January 25, 2016, staff has drafted the definition of Dwelling Unit. Since the current definition conflicts with the definition of “Family” in Section 435 of the City Code, Staff is proposing to remove the language “or a congregate residence of ten or less persons” from the definition.

Public hearing opened at 7:48 p.m.

No one wished to speak.

Public hearing closed at 7:48 p.m.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to adopt Ordinance No. 16-03 approving a Zoning Ordinance Amendment to Section 3.2 regarding the definition of a Dwelling Unit. All members present voted aye. Motion carried.

B. Applications for the subdivision of 1636 and 1708 Delaware Avenue: 1) Rezoning 1636 Delaware from C, Conservancy District to R1-C, Single Family Residential; and 2) Plat to subdivide the existing two lots (1636 & 1708 Delaware) into four lots and one outlot – Thomas I. Dodge

Community Development Director Jim Hartshorn gave an overview. Thomas Dodge is requesting approval of two applications for the subdivision of his properties at 1636 and 1708 Delaware Avenue: 1) Rezoning of 1636 Delaware from C, Conservancy to R-1C, Single Family, and 2) Plat to subdivide the existing two lots to four lots and one outlot. There are currently a total of three homes on the two properties, two homes located on the northern lot and one home located on the southern lot.

The applicant is not proposing any redevelopment at this time. The request is to simply put the family in a better position for possible future redevelopment. The proposed subdivision of the property will allow for each existing home to be located on its own separate lot, allowing the family the ability to sell individual homes and/or redevelop them as single-family lots.

Public hearing opened at 7:54 p.m.

No one wished to speak.

Public hearing closed at 7:54 p.m.

Motion was made by Clpn. Iago and seconded by Clpn. Armon to approve of the first reading of an ordinance for the rezoning of 1636 Delaware Ave from C, Conservancy to R-1C, Single-Family Residential subject to the following condition:

1. Approval is contingent upon approval of the corresponding Plat application.

And approval of the preliminary/final plat subject to the following conditions:

1. Approval is contingent upon approval of the corresponding rezoning application.
2. The plat shall be recorded at the County Recorder's Office within 12 months of city approval.
3. Prior to recording, the applicant must apply for and obtain all required rental licenses for homes on the property that are being rented to non-family members.
4. The applicant shall prepare and record an access easement through Lots 2 and 3 benefiting Lot 4 as shown on the plat.
5. If any of the lots are redeveloped in the future, parkland dedication will be required upon application of a building permit.
6. The plat shall adhere to the requests of Dakota County per the letter dated February 10, 2016.
7. If any of the lots are redeveloped in the future, water and sewer hook-ups to City infrastructure will be required.

All members present voted aye. Motion carried.

12. New Business

A. City Advisory Committee & Public Agency Appointments

There are currently several vacancies on city advisory committees as well as current members whose terms are expiring. Pursuant to current City Code requirements, members of municipal advisory commissions are nominated by the Mayor and require confirmation by the Council. Mayor Meisinger has provided his recommended appointments and reappointments for the Environmental Committee, Park & Recreation Advisory Committee, and Planning Commission/Committee of Adjustments. It would be appropriate for the City Council to consider confirmation of his recommendations at this time, as shown on the attachment. Mayor Meisinger is also recommending that Tim Haubrich be appointed to the Charter Commission. This appointment will require confirmation by the Chief Judge of the Dakota County District Court. Finally, Mayor Meisinger is recommending that Scott Deyo be appointed to serve as the public member on the Lower Mississippi Watershed Management District.

Councilmembers Napier, Armon and Halverson would have liked to review the applications and had more input. Clpn. Bellows would like to be consistent when dealing with committee appointments. Attorney Land reminded Councilmembers that appointments were to be recommended by the Mayor and confirmed by Council.

Motion was made by Clpn. Vitelli and seconded by Clpn. Bellows to appoint and reappoint the following:

Environmental Committee – Kristy Otte and Sheila Williams-Ridge and Megan McGuire
Park & Recreation Advisory Committee – Brad Erickson
Planning Commission – Dan McPhillips and Morgan Kavanaugh
Charter Commission – Tim Haubrich and David Dyrhaug and Tim Valento with confirmation by the Chief Judge of Dakota County District Court
Lower Mississippi Watershed Management District – Scott Deyo

Clpns. Vitelli, Bellows, Iago and Napier voted aye. Clpn. Halverson voted nay. Clpn. Armon abstained. The motion carried.

B. Alcohol and Tobacco Compliance Check Failures, Hearings

Each year the police department conducts alcohol and tobacco compliance checks on West St. Paul establishments that are issued either a liquor and/or a tobacco license. In performing these compliance checks the police department utilizes the appropriate age individuals and under police supervision these individuals enter an establishment and either ask to be served alcohol or attempt to purchase tobacco. Alcohol compliance checks are performed separately from tobacco compliance checks and involve an individual over the age of 18, but under the age of 21.

In addition to the individual criminal charge to the store employee, establishments that fail a compliance check are subject to a civil sanction. For alcohol sanctions the Council has developed a sanction grid in order to encapsulate all factors surrounding the compliance check. Whereas, tobacco sanctions have little flexibility as minimum sanctions are articulated in state statute.

During our last alcohol/tobacco compliance check (November 2015), the below establishments failed the indicated compliance check:

Tobacco Compliance Check Failures

- Holiday Service Stations - 1845 Robert Street South
- Inner City Oil (ICO) - 247 Wentworth Avenue West
- Smith Liquors - 977 Smith Avenue South

Alcohol Compliance Check Failures

- Booze Mart - 1673 Robert Street South

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier to adopt Resolution No. 16-18 Imposing Sanctions upon retail Tobacco License holder Holiday Station Store on Robert Street. All members present voted aye. Motion carried.

Motion was made by Clpn. and seconded by Clpn. to adopt Resolution No. 16-19 Imposing Sanctions upon retail Tobacco License holder Smith Avenue Liquor. All members present voted aye. Motion carried.

Motion was made by Clpn. Napier and seconded by Clpn. Armon to adopt Resolution No. 16-20 Imposing Sanctions upon retail Tobacco License holder Inner City Oil (ICO) as presented. All members present voted aye. Motion carried.

Motion was made by Clpn. Iago and seconded by Clpn. Bellows to adopt Resolution No. 16-21 Imposing Sanctions upon retail Intoxicating Liquor License holder Booze Mart as presented. All members present voted aye. Motion carried.

C. Approve Land Swap at Sports Complex for Project #14-5

Public Works and Parks Director Ross Beckwith gave an overview. City Project 14-5 is a County led single lane roundabout project at Wentworth Avenue (CSAH 8) and Oakdale Avenue (CSAH 73). Construction is scheduled for 2017 with possible utility relocation and tree clearing in late 2016.

In order to construct this project, the acquisition of right of way (ROW) from adjacent properties needed to move forward. During the initial ROW discussions, it was determined that ROW must be acquired from the northwest corner of the West St. Paul Sports Complex (Sports Complex). The City was awarded DNR State Natural Resource funding for the construction of the Sports Complex in 1985. One of the funding requirements states that if any portion of the park is used for non-recreational activities (such as a transportation project), the City must replace the parkland needed for non-recreational activities dollar for dollar.

Comments:

- Clpn. Armon is uncomfortable with the location of the roundabout. He asked constituents to let him know if they have issues with the project.
- Mayor Meisinger asked what if the county didn't support this project. Director Beckwith said they may review the project in further detail.
- Clpn. Vitelli asked is it possible to shift the project due to house on northwest side? Director Beckwith said all options have been reviewed.
- Clpn. Armon said for now he will go along with the majority decision but if there is neighborhood reaction, please let him know.

Motion was made by Clpn. Napier and seconded by Clpn. Bellows to adopt Resolution No. 16-22 approving a land swap at the West St. Paul Sports Complex for a Roundabout Project at Wentworth and Oakdale Avenues. All members present voted aye. Motion carried.

Mayor Meisinger left the meeting at 7:25 p.m.

Mayor Pro Tem Ed Iago took over the meeting and introduced City Manager Matt Fulton to review the next item. The pay request item for Meisinger Construction is for a relative of the Mayor.

D. Approve Final Payments for Ice Arena Construction Projects

Manager Fulton gave an overview. With this action we will be done with the ice arena project and with your permission Manager Fulton will ask the financial partners for extra funds. Staff recommends that the City Council accept the work on the Bid Pack 1 project and that final payment in the amount of \$62,986.45 be made to Commercial Refrigeration, and that the final \$3500 in retainage be paid to Meisinger Construction since all matters with their contract have been resolved.

Comments:

- Clpn. Bellows said Council spent a good deal of time last time reviewing the contract and items that didn't go well with clean-up. Mr. Meisinger had no responsibility due to the contract and we owe them a bit of an apology since there was no responsibility on their part.
- Clpn. Vitelli's concern was the heating as the sub-contractor made a mistake. The refrigerator company had a bigger issue with clean-up. Clpn. Bellows said there is no criticism to other Councilmembers.

Motion was made by Clpn. vitelli and seconded by Clpn. Halverson to approve the final payment in the amount of \$62,986.45 to Commercial Refrigeration and final payment in the amount of \$3,500.00 to Meisinger Construction. All members present voted aye. Motion carried.

Mayor David Meisinger returned to the meeting at 7:28 p.m.

E. Ordinance Amendment to Chapter 50, Section 50.08 regarding discharge of prohibited clear water drainage; Sump Pumps and other modifications to I/I program

Mayor Meisinger gave additional information as the Council had discussed this at the work session held prior to this meeting. The attorney and staff are asking for a first reading on an ordinance amendment, as a preliminary consideration, and there is no second reading scheduled. The second reading will be scheduled when there is more clarification of the program. Manager Fulton added that staff is asking for authorization to hire a temporary employee to act as a liaison between the city and public for the I/I project. This is the position to work with homeowners on the program items.

The following modifications are being suggested to be implemented:

1. Hire a temporary employee to provide initial house preview to determine if the property is ready for inspection by SEH and assist property owners in understanding the overall steps required by this program to become compliant. The position description for this position is attached and the proposed rate is \$20 to \$25 per hour. The position would continue until the I/I program is completed. As part of this effort, the City would take more of a leadership role in helping property owners schedule and accomplish the necessary steps in becoming compliant.
2. Amend Chapter 50.08 of the City Code regarding the discharge of prohibited clear water drainage and sump pumps. The proposed changes simply are intended to clarify the responsibilities of homeowners to participate in the I/I program and ensuring that the sanitary sewer service line is available and accessible. The proposed language clarifies

- penalties for not participating. The Council is being requested to have a first reading of the ordinance at its regular meeting on February 22. The proposed ordinance is attached.
3. In order to avoid street excavation, it is being recommended that any required sanitary sewer service line repairs be limited to no closer than two feet from the sanitary sewer main in the street. Any repair work that would necessitate excavation in the street would be noted in the City's records and corrected at the time of street reconstruction. This would shift the cost of these repairs to the City and would also preserve the integrity of the street which is a high community priority. Future costs for sanitary sewer main repairs would increase as a result of this approach and would need to be absorbed in municipal sewer rates.
 4. A property would be considered compliant upon the submittal and review of a video and signed verification statement from the licensed plumbing company following all required repairs.
 5. Fiscal impact: I/I Inspection Liaison is proposed at a \$20 to \$25 per hour. Hours will depend on need. Annualized, this position, working full-time, would be approximately \$41,600 to \$52,000 and funded through the Sanitary Sewer Fund. Additional city expenses relating to assuming reconstruction repairs to sanitary sewer service line/main repair is not possible to calculate at this time and would be incorporated within the capital budget for the Sanitary Sewer Fund. Eliminating a final inspection by SEH will save the City \$200 per inspection.

Comments:

- Clpn. Halverson can't support the ordinance. She would like to review the I/I program. She does appreciate the work that staff has done.
- Clpn. Bellows agrees there are issues but he supports hiring an individual to work with the public on the program.

Motion was made by Clpn. Bellows and seconded by Clpn. Napier to approve the first reading of an Ordinance amendment as presented. Clpn. Bellows, Vitelli, Napier and Armon voted aye. Clpns. Iago and Halverson voted nay. Motion carried.

Mayor asked for a motion to hire the liaison position. The motion is entered after the comments. Clpns. Vitelli and Napier are in favor.

Comments:

- Clpn. Halverson supports a liaison but does not support a relationship with SEH. Manager Fulton said staff will be working with SEH.
- Clpns. Bellows and Napier support hiring an individual to work with the property owners on their specific I/I issues. This would be a staff person and not a consultant. Hopefully they can identify if there is a sump pump and if it's being illegally discharged.
- Clpn. Halverson thinks this would be a good first step but she is having trouble because it's undefined – what process is the liaison going to be doing and saying to the property owner. She supports the site inspections.
- Clpn. Iago hiring this person is a step in the right direction and staff will train them correctly to identify the issues. He is not in favor of the ordinance language but is in favor of a liaison. Manager Fulton said Clpn. Iago summarized that nicely. We have issues with

the Met Council and we need to deal with the I/I mandates. It is complicated and confusing and hopefully we will maximize this employee hire. We have four weeks to define the duties of the individual. This person will be a liaison to whatever our program moves into. We are mandated by the state to deal with our I/I issues.

- Mayor Meisinger said, if there are any suggestions as to what this person should be doing, please send an email to Manager Fulton. Let's make this simple and efficient.
- Clpn. Bellows asked for clarification and Manager Fulton further explained that this person is a liaison. This new city staff person (liaison) will look to see if there is sump pump. They will review if the property has a sump pump and proper access to the sewer lines. Manager Fulton said by the time we get this person on board, hopefully the Council will have provided additional direction for corrective action. Mayor Meisinger noted there needs to be a second reading for the ordinance to be in effect.

Motion was made by Clpn. Napier and seconded by Clpn. Vitelli to hire a liaison to work with city staff and address the I/I issues. All members present voted aye. Motion carried.

F. Resolution Supporting Pollinators and Pollinator Habitat

Public Works and Parks Director Ross Beckwith gave an overview. City Council directed staff to work with the Environmental Committee to develop a resolution to designate West St. Paul as a "Pollinator Friendly City". The West St. Paul Environmental Committee researched and developed the attached resolution at their January 6, 2016 meeting. Also, ISD 197 has recently become the first school district in Minnesota to pass a similar "Pollinator Friendly" resolution.

The highlights of the resolution 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.
- Education to residents of West St. Paul about the importance of pollinators and how to best keep them safe.
- Planting of pollinator safe plants in public spaces

Motion was made by Clpn. Vitelli and seconded by Clpn. Bellows to adopt Resolution No. 16-23 Supporting Pollinators and Pollinator Habitat. All members present voted aye. Motion carried.

G. Temporary Rental License Application for 911 Cherokee Ave - St. James Evangelical Lutheran Church

Community Development Director Jim Hartshorn gave an overview. St. James Evangelical Lutheran Church has submitted a completed Rental License application for the property at 911 Cherokee Ave. The church is requesting a Temporary License (formally titled provisional license) as the block does not currently have any available rentals per the Rental Density Ordinance. Section 435.05, Subd. 12, c. of the City Ordinance allows Council to approve or deny additional rentals on any given block at its own discretion (see attached language). The ordinance requires that the property owner hire a licensed property management company to manage the property and limits temporary permits to two years while requiring annual application.

The subject property is located directly south of the church parking lot. The church currently owns and operates a licensed single-family home directly to the south at 917 Cherokee (see attached map). The church originally purchased 917 Cherokee with the intent to purchase 911 Cherokee in the future and potentially demolish both homes in order to expand the church and/or parking lot. Per the attached email submitted by the church, the church recently purchased 911 Cherokee; however, the church is not currently in position to expand. As a result, they are requesting the ability to rent the home for two years while they plan and finance the possible expansion.

Doug Grim spoke on behalf of the temporary license for the church. Thank you to mayor, council and staff especially Ben Boike. To his understanding, the church meets the requirements. Denying this application would likely result in the church owning a vacant property. Also consider the tax review from this property. In 2015 the tax revenue was \$5448.00. Please grant this license.

Comments:

- Clpn. Bellows was under the impression there are other properties owned by the church. That is correct. There are three total rental properties. I think you went into this knowing you exceed the density. Mr. Grim said we were aware of the ordinance however we were working with this property owner since 2008. Clpn. Bellows added further comment about concerns and he is not in support.
- Clpn. Vitelli mentioned tax value. The church has not officially voted on what to do with the properties at this time but there is a committee working on a recommendation.
- Mayor Meisinger said he has a tie vote but he could not support this proposal.
- Clpn. Iago said council has pretty much stayed true to the ordinance in the past. The church pretty much bought this property with their eyes wide open and he is reluctant to approve this application.
- St. James is aware of the concern that there are many landlords in West St. Paul and unfortunately they are abusing their rental license. He wanted to make it clear that St. James tenants are not abusing the rental license. The church purchased properties for long term growth. He understands the ordinance and appreciates the time. Mayor Meisinger said if there is a shorter term basis it might be addressed again, in the future.

Motion was made by Clpn. Bellows and seconded by Clpn. Halverson to deny the request of St. James, 911 Cherokee Avenue for the temporary rental license as proposed. Motion amended by Clpn. Armon and seconded by Clpn. Bellows to include refunding reimbursement of the application fee. All members present voted aye. Motion carried.

13. Old Business

A. Approve Minor Work Orders for Robert Street Improvement Project #11-3

Ross Beckwith gave an overview of minor work order (MWO) revisions. Below is a brief description of each minor work order change:

1. \$8,712.78 – MWO 1 is payment for piling purchased, but not needed. There is a net savings of \$50,488 since the watermain did not need to be installed on piling. This cost will be attributed to St. Paul Regional Water as a watermain expense.
2. \$1,063.01 – MWO 2 is for a change to storm sewer manholes once they were delivered to fit an existing storm sewer line.
3. \$1,497.47 – MWO 3 is for changes to three storm sewer structures once they were delivered to fit existing public underground utilities.
4. \$10,935.87 – MWO 4 is for a revision to the storm sewer at the Menard's driveway.
5. \$2,580.09 – MWO 5 is for larger fittings and pipe at an existing water service line at O'Reilly's Auto Parts store.
6. \$1,552.29 – MWO 6 is the modification of a storm sewer structure due to a private utility conflict.
7. \$4,070.00 – MWO 7 is the application of an anti-graffiti coating for the retaining walls south of Butler Avenue.
8. \$17,495.00 – MWO 8 is the addition of stair railings at five properties where stairs were replaced with the construction of new retaining walls.
9. \$2,973.57 – MWO 9 is for re-grading five residential yards to better match the top of the new wall elevations.
10. \$1,888.47 – MWO 10 is for tying in a storm sewer line from an apartment parking lot just south of Plaza TV.
11. \$1,010.51 – MWO 11 is for disposal of miscellaneous waste such as railroad ties which were found in the subgrade.
12. \$6,107.50 – MWO 12 is for miscellaneous watermain service and valve repairs at five locations. This cost will be attributed to St. Paul Regional Water as a watermain expense.
13. \$1,134.37 – MWO 13 is the repair of a sanitary sewer service line.
14. \$22,374.39 – MWO 14 is for temporary pavement markings at the end of 2015. Due to the temperatures last fall, epoxy paint could not be put down at that time. Temporary latex striping allowed the roadway to open to traffic.

Council offered comments and clarification of what minor work change orders means. Director Beckwith said these changes are consistent with projects and should not be a concern.

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier to approve the minor work change orders as presented. Clpns. Vitelli, Napier, Armon, Bellows and Halverson voted aye. Clpn. Iago voted nay. Motion carried.

B. Approve Revision to Consultant Contract with Bolton & Menk Engineering for 2015 Street Improvement Project #15-1

Public Works and Parks Director Ross Beckwith gave an overview.

Comments:

- Mayor Meisinger believes \$37,000 for site supervision is an excess in the contract amount. We lost numerous work days due to rain and we have seen no credit. We have no documentation that this was spent by Bolton and Menk and now we have to pay them. He is concerned. Manager Fulton said staff should have brought this back sooner and

made a mistake in not notifying Council when the extension was approved and there would be additional costs. We did look at the week Clpn. Napier was concerned about and there was work done during that week. We were not billed for Friday as there was no work done that day.

- Mayor Meisinger added further comments. There is no risk for the contractor and we need a little more protection for these additional costs that can be added to a contract.
- Clpn. Napier said if there is not work being done on a single day; we should call them up and find out why, on that day. In the future we need to pay attention to this. Unfortunately, city staff was thin last year. Reminder that contractors could have other projects they are working on. There is more to this story.
- Director Beckwith said that part of the problem is that contractors sometimes work on more than one project at a time. Giving a contractor a time line is sometimes more effective. Council added additional comments.

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier to approve payment to Bolton & Menk for engineering on the 2015 Improvements project #15-1 as presented. All members present voted aye. Motion carried.

14. Adjourn

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to adjourn the meeting at 8:18 p.m. All members present voted aye. Motion carried.

David Meisinger
Mayor
City of West St. Paul

**City of West St. Paul
City Council Special Closed Meeting Minutes
March 1, 2016 at 3:00 p.m.**

Mayor David Meisinger opened the meeting at 3:00 p.m.

Present: Mayor David Meisinger and Councilmembers Dave Napier, John Bellows, Dick Vitelli and Ed Iago. Councilmembers Pat Armon and Jenny Halverson were not present at opening. Attorney Korine Land was also present.

Motion was made by Clpn. Napier and seconded by Clpn. Vitelli to close the meeting pursuant to Minn. Stat. 13D.05 subd. 2(b) for preliminary consideration of allegations or charges against City Manager Matt Fulton. If the Council concludes that any discipline of any nature is warranted, as a result of those specific charges or allegations, further meetings or hearings held after that conclusion is reached must be open. All members present voted aye. Motion carried.

Councilmember Halverson joined the closed meeting at 3:30 p.m. and Councilmember Armon joined the closed meeting at 3:35 p.m.

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier to re-open the meeting at 5:27 p.m. All members present voted aye. Motion carried.

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier that no disciplinary action was warranted. Clpns. Vitelli, Napier, Halverson and Armon voted aye. Clpns. Iago and Bellows voted nay. Motion carried.

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier to adjourn the meeting at 5:28 p.m. All members present voted aye. Motion carried.

David Meisinger
Mayor
City of West St. Paul

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: March 14, 2016
SUBJECT: List of Claims



City of West St. Paul

BACKGROUND INFORMATION:

Invoices to be paid

FISCAL IMPACT:

1,303,468.48

STAFF RECOMMENDATION:

Approve payment of attached

CITY OF WEST ST PAUL

Summary of List of Claims
Council Meeting of March 14, 2016

PAYROLL CHECK REGISTER:

Payroll Period	2/15/16 - 2/28/16	
Date Paid	3/4/2016	\$139,079.67
Direct Deposit		

Payroll Period
Date Paid
Direct Deposit

TOTAL NET PAYROLL

\$139,079.67

DISBURSEMENT CHECK REGISTER:

Checks	121157 - 12318	\$811,871.49
EFTS	742 - 776	\$352,517.32

TOTAL DISBURSEMENT CHECKS

\$1,164,388.81

TOTAL PAYROLL, DISBURSEMENTS, ACH AND WIRE TRANSFERS

\$1,303,468.48

Payment Register

From Payment Date: 2/23/2016 - To Payment Date: 3/14/2016

Number	Date	Payee Name	Transaction Amount
AP - Accounts Payable			
<u>Check</u>			
121157	02/23/2016	MEISINGER CONSTRUCTION	\$3,500.00
121158	03/01/2016	BOLTON & MENK INC	\$19,977.50
121159	03/07/2016	WEST ST PAUL CITY TREASURER	\$480.76
121160	03/09/2016	FIDELITY SECURITY LIFE	\$144.59
121161	03/09/2016	CHLIC-BLOOMFIELD EASC	\$2,556.94
121162	03/09/2016	LAW ENFORCEMENT LABOR	\$1,210.71
121163	03/09/2016	MN BENEFIT ASSOCIATION	\$885.22
121164	03/09/2016	MN MUTUAL LIFE	\$1,075.75
121165	03/09/2016	MN NCPERS LIFE INSURANCE	\$160.00
121166	03/09/2016	MN TEAMSTERS LOCAL #320	\$1,044.00
121167	03/14/2016	ADVANCED ENGINEERING &	\$24,262.50
121168	03/14/2016	ANCOM COMMUNICATIONS	\$123.30
121169	03/14/2016	ARMOR SECURITY	\$1,049.58
121170	03/14/2016	AUTOMATIC SYSTEMS	\$239.65
121171	03/14/2016	BATTERIES PLUS BULBS	\$161.94
121172	03/14/2016	BAUER BUILT INC	\$150.98
121173	03/14/2016	BCA CJTE	\$240.00
121174	03/14/2016	BEACON ATHLETICS	\$424.56
121175	03/14/2016	BEARENCE MANAGEMENT GROUP	\$8,700.00
121176	03/14/2016	BENJAMIN FRANKLIN PLUMBING	\$7,110.00
121177	03/14/2016	BOLTON & MENK INC	\$15,936.00
121178	03/14/2016	BOYER FORD TRUCKS INC	\$1,314.74
121179	03/14/2016	BROCK WHITE	\$2,850.00
121180	03/14/2016	BUELL CONSULTING	\$242.82
121181	03/14/2016	CAPITOL SALES COMPANY	\$992.80
121182	03/14/2016	CARBONES PIZZA	\$51.42
121183	03/14/2016	CARGILL INCORPORATED	\$13,596.21
121184	03/14/2016	CENTURYLINK	\$704.45
121185	03/14/2016	CINTAS UNIFORMS	\$141.75
121186	03/14/2016	CIVICPLUS	\$5,705.44
121187	03/14/2016	COMMISSIONER OF	\$60.00
121188	03/14/2016	COMPASS MINERALS	\$9,167.37
121189	03/14/2016	CROWN CASTLE	\$595.32
121190	03/14/2016	CROWN TROPHY	\$20.80
121191	03/14/2016	CRYTEEL DISTRIBUTING	\$171.98
121192	03/14/2016	CUB FOODS	\$204.39
121193	03/14/2016	CUMMINS NPOWER,LLC	\$282.00
121194	03/14/2016	CUNINGHAM GROUP	\$14,910.00
121195	03/14/2016	CUSHMAN MOTOR COMPANY	\$1,750.71
121196	03/14/2016	DAKOTA COUNTY CHIEFS OF	\$600.00
121197	03/14/2016	DÉPUTY REGISTRAR #35	\$12.00
121198	03/14/2016	DORMAN, MARIA	\$10.58
121199	03/14/2016	ECCLES, ANDREW	\$210.00
121200	03/14/2016	EHLERS & ASSOCIATES	\$2,967.50
121201	03/14/2016	ELVIDGE, DAVID	\$70.00
121202	03/14/2016	EMBROIDME	\$136.47
121203	03/14/2016	EMERGENCY AUTOMOTIVE TECH	\$653.36
121204	03/14/2016	ENGINEERING MINNESOTA	\$35.00
121205	03/14/2016	FASTENAL COMPANY	\$294.83
121206	03/14/2016	FORKLIFTS OF MINNESOTA, INC	\$2,936.25

Payment Register

From Payment Date: 2/23/2016 - To Payment Date: 3/14/2016

121207	03/14/2016	GB TECHNOLOGIES	\$165.00
121208	03/14/2016	GENERAL SECURITY SERVICES	\$1,236.09
121209	03/14/2016	GOPHER SPORTS	\$395.46
121210	03/14/2016	GOPHER STATE ONE-CALL	\$194.30
121211	03/14/2016	GRAINGER INC	\$258.68
121212	03/14/2016	GRAY, CHARLES	\$70.00
121213	03/14/2016	GREATER MSP	\$10,000.00
121214	03/14/2016	GUBASH/ANDREW	\$23.35
121215	03/14/2016	HARRIS MECHANICAL SERVICES	\$13,310.00
121216	03/14/2016	HARTSHORN, JIM	\$107.46
121217	03/14/2016	HEJNY RENTAL INC	\$194.61
121218	03/14/2016	HOLIDAY STATION STORES	\$190.00
121219	03/14/2016	HOTSY	\$333.40
121220	03/14/2016	HURLEY'S GLASS & MIRROR	\$251.00
121221	03/14/2016	IFS	\$150.00
121222	03/14/2016	INTERNATIONAL CODE COUNCIL	\$714.61
121223	03/14/2016	INVER GROVE FORD	\$420.42
121224	03/14/2016	IOT(INTERNATIONAL OFFICE TECH)	\$284.99
121225	03/14/2016	JIM MURR PLUMBING	\$5,356.25
121226	03/14/2016	JIMMY'S JOHNNYS	\$428.50
121227	03/14/2016	KEEPRS, INC	\$451.29
121228	03/14/2016	KFAN	\$1,711.32
121229	03/14/2016	KIESLER'S POLICE SUPPLY INC	\$1,043.72
121230	03/14/2016	KODIAK DEVELOPMENT LLC	\$98.34
121231	03/14/2016	KROGH'S INC	\$4,930.30
121232	03/14/2016	L-3 COMMUNICATIONS MOBILE VISI	\$6,419.00
121233	03/14/2016	LADEN'S BUSINESS MACHINES INC	\$176.00
121234	03/14/2016	LANGUAGE LINE SERVICES	\$54.87
121235	03/14/2016	LAWSON PRODUCTS INC	\$1,773.17
121236	03/14/2016	LEAGUE OF MN CITIES	\$80.00
121237	03/14/2016	LILLIE SUBURBAN NEWSPAPERS	\$94.35
121238	03/14/2016	LMCIT	\$420.30
121239	03/14/2016	LMCIT- INS PREMIUMS	\$53,799.25
121240	03/14/2016	LMCIT- INS PREMIUMS	\$42,275.00
121241	03/14/2016	MACQUEEN EQUIPMENT INC	\$251.80
121242	03/14/2016	MANSFIELD OIL COMPANY	\$9,416.18
121243	03/14/2016	MARCO, INC	\$388.15
121244	03/14/2016	MATTHEW TIANO CONSULTING LLC	\$480.00
121245	03/14/2016	MCGRATH, MARYANNE	\$372.00
121246	03/14/2016	MCMULLEN INSPECTING, INC	\$2,175.00
121247	03/14/2016	MENARDS	\$1,391.30
121248	03/14/2016	MERLINO, RORY	\$140.00
121249	03/14/2016	METROPOLITAN COUNCIL	\$17,221.05
121250	03/14/2016	MID-NORTHERN SERVICES	\$513.40
121251	03/14/2016	MIDWAY PARTY RENTAL	\$1,739.12
121252	03/14/2016	MIDWEST FENCE &	\$1,424.00
121253	03/14/2016	MILLER, ELENA	\$35.00
121254	03/14/2016	MINNEAPOLIS/CITY OF	\$26.10
121255	03/14/2016	MN DEPT-EMPL & ECON DEV	\$4,110.00
121256	03/14/2016	MN GLOVE	\$948.72
121257	03/14/2016	MN LOCKS	\$135.88
121258	03/14/2016	MN OCCUPATIONAL HEALTH	\$268.00
121259	03/14/2016	MN OFFICE OF ENTERPRISE TECH	\$323.00
121260	03/14/2016	MN POLLUTION CONTROL AGENCY	\$300.00

Payment Register

From Payment Date: 2/23/2016 - To Payment Date: 3/14/2016

121261	03/14/2016	MN STREET SUPERINTENDENTS	\$50.00
121262	03/14/2016	MN TRUCKING ASSN	\$271.50
121263	03/14/2016	MUSCANTO, STEPHEN	\$70.00
121264	03/14/2016	NATURE CALLS	\$452.00
121265	03/14/2016	NEGOV	\$3,053.00
121266	03/14/2016	NORTHERN LIGHTER	\$5,000.00
121267	03/14/2016	NORTHERN TECHNOLOGIES, INC	\$6,175.00
121268	03/14/2016	NYSTROM PUBLISHING CO INC	\$3,201.69
121269	03/14/2016	O DAY EQUIPMENT	\$687.95
121270	03/14/2016	O'REILLY AUTOMOTIVE, INC	\$695.23
121271	03/14/2016	OFFICE DEPOT	\$163.17
121272	03/14/2016	PETCO ANIMAL SUPPLIES	\$110.98
121273	03/14/2016	PICON, FLAVIO	\$70.00
121274	03/14/2016	PIONEER RIM & WHEEL	\$149.90
121275	03/14/2016	PLAZA TV	\$1,154.29
121276	03/14/2016	POSTMASTER	\$225.00
121277	03/14/2016	POWERPLAN/R D O EQUIPMENT	\$277.17
121278	03/14/2016	R & R SPECIALTIES	\$530.90
121279	03/14/2016	REAA	\$6,148.29
121280	03/14/2016	RED WING SHOE STORE	\$222.98
121281	03/14/2016	REGENCY OFFICE PRODUCTS	\$119.84
121282	03/14/2016	ROTO ROOTER	\$7,800.00
121283	03/14/2016	SAFETY KLEEN CORPORATION	\$349.53
121284	03/14/2016	SAM'S CLUB DIRECT	\$526.77
121285	03/14/2016	SAVATREE	\$3,251.00
121286	03/14/2016	SCOTT COUNTY WARRANTS	\$55,602.00
121287	03/14/2016	SELECTACCOUNT	\$282.74
121288	03/14/2016	SFDMG	\$21,447.12
121289	03/14/2016	SHI	\$8,793.00
121290	03/14/2016	SHORT ELLIOTT HENDRICKSON, INC	\$20,500.00
121291	03/14/2016	SIBLEY COUNTY	\$150.00
121292	03/14/2016	SLAVIK, JOHN	\$1,008.00
121293	03/14/2016	SOUTH METRO FIRE DEPT	\$177,116.17
121294	03/14/2016	SRF CONSULTING GROUP INC	\$36,802.67
121295	03/14/2016	STAPLES BUSINESS ADVANTAGE	\$31.17
121296	03/14/2016	STREICHER'S	\$1,112.48
121297	03/14/2016	SUPERIOR IRON LLC	\$6,155.00
121298	03/14/2016	T - MOBILE	\$1,800.00
121299	03/14/2016	THE ACTIVE NETWORK,INC	\$336.22
121300	03/14/2016	THE VANELLA GROUP OF MN, LLC	\$320.55
121301	03/14/2016	TRACKER PRODUCTS	\$3,090.00
121302	03/14/2016	TRANSUNION RISK & ALTERNATIVE	\$36.00
121303	03/14/2016	TRI STATE BOBCAT INC	\$2,971.74
121304	03/14/2016	TROJE'S TRASH PICK-UP SERVICE	\$1,169.45
121305	03/14/2016	TWIN CITY JANITOR SUPPLY	\$739.40
121306	03/14/2016	TWIN CITY SAW	\$195.95
121307	03/14/2016	TWIST OFFICE PRODUCTS	\$50.78
121308	03/14/2016	UPS STORE	\$79.26
121309	03/14/2016	US BANK EQUIPMENT FINANCE	\$228.69
121310	03/14/2016	US BANK EQUIPMENT FINANCE	\$517.40
121311	03/14/2016	VANGUARD CLEANING SYSTEMS	\$2,029.80
121312	03/14/2016	VISU-SEWER CLEAN & SEAL INC	\$57,095.60
121313	03/14/2016	VOLKMANN/COLLEEN	\$1,850.00
121314	03/14/2016	VOZNYUK, ALEKSANDR	\$210.00

Payment Register

From Payment Date: 2/23/2016 - To Payment Date: 3/14/2016

121315	03/14/2016	WIGHTMAN, BRUCE	\$54.00
121316	03/14/2016	WSB & ASSOCIATES	\$13,584.50
121317	03/14/2016	XCEL ENERGY	\$16,188.11
121318	03/14/2016	ZAN ASSOCIATES	\$375.60

Type Check Totals: \$811,871.49

EFT

742	02/23/2016	ANCHOR BANK OF W. ST PAUL	\$48,843.80
743	02/23/2016	I C M A	\$150.00
744	02/23/2016	I C M A RETIREMENT TRUST-457	\$10,084.06
745	02/23/2016	MII LIFE --- VEBA	\$2,842.69
746	02/23/2016	MN DEPARTMENT OF REVENUE	\$9,989.74
747	02/23/2016	MSRS - 457	\$1,665.00
748	02/23/2016	MSRS HCSP	\$2,236.70
749	02/23/2016	PUBLIC EMPLOYEES RETIRMNT	\$44,374.33
750	02/23/2016	PUBLIC EMPLOYEES RETIRMNT	\$372.16
751	02/23/2016	MII LIFE --- VEBA	\$1,551.92
752	02/23/2016	MII LIFE --- VEBA	\$2,802.69
753	02/23/2016	SW/WC SERVICE COOPERATIVE	\$85,850.00
754	02/29/2016	THE HARTFORD-PRIORITY	\$1,223.48
756	02/29/2016	US BANK CARDMEMBER SERVICES	\$2,215.70
757	02/29/2016	MN STATE TREASURER	\$3,874.00
758	02/29/2016	US BANK CARDMEMBER SERVICES	\$5,000.00
759	02/29/2016	SELECTACCOUNT	\$25.00
760	03/08/2016	ANCHOR BANK OF W. ST PAUL	\$49,211.06
761	03/08/2016	DEARBORN NATIONAL	\$403.76
762	03/08/2016	I C M A	\$150.00
763	03/08/2016	I C M A RETIREMENT TRUST-457	\$7,761.82
764	03/08/2016	MII LIFE --- VEBA	\$3,451.92
765	03/08/2016	MN DEPARTMENT OF REVENUE	\$10,014.88
766	03/08/2016	MSRS - 457	\$1,665.00
767	03/08/2016	MSRS HCSP	\$2,164.36
768	03/08/2016	PUBLIC EMPLOYEES RETIRMNT	\$44,013.63
769	03/08/2016	MII LIFE --- VEBA	\$1,551.92
770	02/29/2016	MII LIFE --- VEBA	\$1,551.92
771	02/29/2016	SELECTACCOUNT	\$1,061.25
772	03/14/2016	ANCHOR BANK OF W. ST PAUL	\$685.28
773	03/14/2016	SELECTACCOUNT	\$435.46
774	03/14/2016	MN STATE TREASURER	\$3,662.00
775	03/14/2016	NEOPOST - ADVANCE	\$1,500.00
776	03/14/2016	SELECTACCOUNT	\$131.79

Type EFT Totals: \$352,517.32

TOTAL CHECKS & EFTS \$1,164,388.81

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: March 14, 2016
SUBJECT: Approve Transfer of Funds



BACKGROUND INFORMATION:

The 2016 property tax levy was reduced by \$100,000 for the 2009A Ir 325) when additional funds became available from the refunding of th Bonds (fund 323). This transfer will move that \$100,000 cash from fu

FISCAL IMPACT:

No net impact - cash balances of individual funds will be affected as noted.

		Amount
Fund:	325	
Department:	30000	
Account:	39200	\$100,000

STAFF RECOMMENDATION:

Approve transfer of funds as outlined above.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: March 14, 2016
SUBJECT: Approve Updated Client Services Agreement with
Inc.



BACKGROUND INFORMATION:

UBS Financial Services Inc. has been the designated safekeeping agent for investments since October of 2008. In reviewing their files they discovered that the most recent services agreement they have on file is from September of 2011 and includes names of two previous employees. They have requested that the Council approve the updated agreement, as attached, for their records.

FISCAL IMPACT:

None

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve Client Services Agreement with UBS Financial Services Inc.



Certification and Agreement of Government/ Government-Related Entity



Entity Name City of West St Paul

This certification and agreement (Agreement) of the entity identified above (Client), based on the authorized action of its governing body, amends and supplements the provisions contained in the Client Relationship Agreement and any Investment Advisory Agreement or Consulting Services Agreement executed between Client and UBS Financial Services Inc. or UBS Financial Services Inc. of Puerto Rico as applicable (UBS) (all documents including the Agreement collectively referred to as the "UBS Agreements"). Defined terms used in this Agreement have the same meaning as in the other UBS Agreements unless otherwise defined in this Agreement.

Please review this Agreement, include the appropriate signature(s) where indicated on page 2 and return it to your Financial Advisor.

In connection with UBS's agreement to provide services to the Client according to the UBS Agreements, and after review of all federal, state and local laws and regulations applicable to the Client and its investments, and consultation with its counsel, the Client hereby represents to UBS and agrees to the following with respect to all of its UBS accounts and relationships:

Custody (Applicable only if UBS holds or will hold Client assets)

UBS is eligible to accept, deposit and custody the Client's securities and related assets, and there are no further steps that UBS must take to assure this eligibility.

Investment policy and compliance with applicable laws

The Client represents that, in the event it has provided a written investment policy statement (Investment Policy) to UBS, it reflects investments that are permissible according to applicable federal, state and local laws and regulations, and it has been approved by the Client's governing body. The Client also represents, warrants and agrees that, unless otherwise agreed to in a written agreement under UBS Institutional Consulting or UBS DC Advisory (Consulting Services Agreement) or other document signed by UBS:

- The Client is the sole party responsible for directing its investments;
- The Client is the sole party responsible for monitoring Client's account(s) with UBS to conform with the Client's Investment Policy;
- The Client is the sole party responsible for ensuring that Client's account(s) with UBS and any authorized trade for the Client's account(s) with UBS complies with the Client's Investment Policy;
- UBS shall have no obligation to monitor the Client's account(s) with UBS or to monitor any trade or trades for the Client's account with UBS, for conformance with the Client's Investment Policy or to inform the Client if UBS believes a trade or position in the Client's account does not, or may not, conform with the Client's Investment Policy; and
- The Client has reasonable procedures and controls in place to prevent the Client from directing investments outside the scope of the Client's Investment Policy or applicable law, and to monitor the Client's account with UBS for ongoing conformance with the Client's Investment Policy.

The Client acknowledges that, by accepting an Investment Policy from the Client (if applicable), UBS does not take on any additional duties or obligations over and above those set forth in the UBS Agreements.

UBS relationship and the Municipal Advisor Rule

The Client understands and agrees that UBS will not act as an investment advisor or a fiduciary either to the Client or for the Client's account(s) with UBS, except and to the extent agreed in a UBS investment advisory contract.

The Client also understands and agrees that UBS will not act as a municipal advisor as defined under Section 15B of the Securities Exchange Act of 1934, Rule 15Ba1 et seq. (the "Municipal Advisor Rule") to the Client and will not provide advice on investment strategies, including investing municipal bond proceeds, or advice with respect to municipal financial products, including municipal derivatives and guaranteed investment contracts. To ensure the firm does not inadvertently become a municipal advisor to you, please make one of the two representations by checking the relevant box.



I certify:

- (a) I am an official representative of the Client listed below, and am authorized to sign this certification;
- (b) I have access to the appropriate information or have direct knowledge of the source of the funds in the account(s) or arrangement that the Client has with UBS that enable me to make these representations and for the purposes of the Municipal Advisor Rule relating to the registration of municipal advisors;

No bond proceeds or escrow investments
 None of the funds currently invested in or through the account(s) or arrangement that Client has with UBS, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments. I further certify that the Client will not invest any funds in or through the Firm that constitute proceeds of municipal securities or municipal escrow investments without first notifying the Firm in writing;

Have bond proceeds or escrow investments and represented by Municipal Advisor
 Some or all of the funds currently invested in or through the account(s) or arrangement that Client has with the Firm, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments, and we are represented or will be represented by an independent registered Municipal Advisor; **Enlers**

Have bond proceeds or escrow investments and NOT represented by Municipal Advisor
 Some or all of the funds currently invested in or through the account(s) or arrangement that Client has with the Firm, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments, and we are NOT represented and will NOT be represented by an independent registered Municipal Advisor;

This Agreement shall continue to be effective until written notice of amendment or revocation is received by UBS.

This Agreement shall continue to benefit the Client's successors and assigns, by merger, consolidation or otherwise.

Liability

The Client understands that UBS, its affiliates, and their respective directors, officer, agents and employees will rely on the accuracy of the representations made in this Certification and Agreement and will not be responsible to the Client for any losses or other damages that may arise out of any false or inaccurate representations.

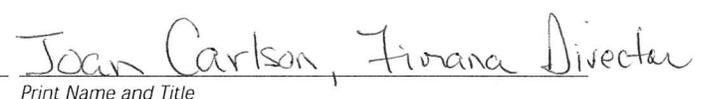
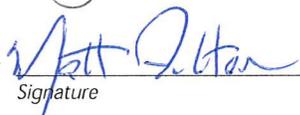
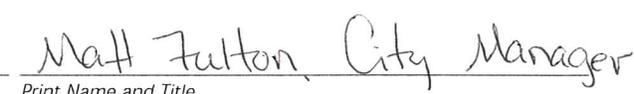
Authorized persons

The individuals signing below represent and certify that the Client's governing body has:

- Approved this Agreement;
- Authorized the individuals signing below to execute and deliver this Agreement for and on behalf of the Client; and
- Authorized and directed each individual signing below to act on the Client's behalf in connection with opening the Client's account(s) with UBS, obtaining services from UBS, and in directing investments for the Client's account(s) with UBS.

Conflicts

In the event of any conflict between the terms of this Agreement and the terms of a Consulting Services Agreement, the terms of the Consulting Agreement will control. In the event of any conflict between the terms of this Agreement and any other UBS agreement, this Agreement will control.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: March 14, 2016
SUBJECT: Participation in the All Hazards Mitigation Planning Process,



City of West St. Paul

BACKGROUND INFORMATION:

The Disaster Mitigation Act of 2000 requires counties and cities to prepare and review All-Hazards Mitigation Plans every five years. Plans must address potential natural and manmade hazards and develop mitigation strategies to reduce the impacts of hazard events both in dollars and lives saved. Counties and cities must have an approved and adopted plan to be eligible for both federal disaster relief and mitigation project grant dollars.

For Dakota County the first All Hazards Mitigation Plan was approved by the Minnesota Department of Homeland Security and Emergency Management (HSEM) and the Federal Emergency Management Agency (FEMA) in 2006. Since then city staff have been working with Dakota County to participate in the required 5-year updates to the All Hazards Mitigation Plan.

The County's All Hazards Mitigation Plan has been on file with HSEM since 2006 and has been subject to the five-year reviews. The first five-year review was conducted in 2010, after which the County received notification of approval of the Plan on December 29, 2011. FEMA commented that it is an excellent plan, easy to use, strongly organized and well-illustrated.

FISCAL IMPACT:

This is one part of a greater effort to help secure federal disaster relief funding in recovering from disasters.

STAFF RECOMMENDATION:

Since all participating communities must adopt the approved All Hazards Plan within one year of HSEM and FEMA approval, staff is recommending the Council adopt the attached draft resolution to authorize city staff to participate in the planning review process.

On Motion of Clpn.

Seconded by Clpn.

RESOLUTION NO. _____

RESOLUTION TO PARTICIPATE IN THE DAKOTA COUNTY
ALL HAZARDS MITIGATION PLANNING PROCESS

WHEREAS, the County of Dakota coordinated preparation of an initial multi-jurisdiction all-hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

WHEREAS, the City of West St. Paul participated in drafting the plan, and later reviewed and approved the plan; and

WHEREAS, federal law requires the plan be updated every five years, and

WHEREAS, the Act requires public involvement and local coordination among local units of government and businesses as part of the planning process; and

WHEREAS, the plan must include descriptions of land uses and development trends, risk assessment including past hazards, hazards that threaten the county, maps of hazards, and estimates of structures at risk; and

WHEREAS, the plan must include a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs, in addition to ; and a maintenance or implementation process including plan updates, integration of the plan into other planning documents, and public education components; and

WHEREAS, approval of the all hazard mitigation plan update will continue the County's eligibility to receive federal and state Hazard Mitigation Grant Program project grants; and

WHEREAS, this resolution does not preclude the City of West St. Paul from preparing its own plans sometime in the future should they desire to do so.

NOW THEREFORE BE IT RESOLVED, that the City of West St. Paul supports the County all hazard mitigation planning effort, agrees to participate with the County in preparing an update to the multi-jurisdictional plan and recognizes that the plan will apply within the townships.

Adopted by the City Council of the City of West St. Paul on 14th day of March 2016.

Ayes: Nays: Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

MEMORANDUM OF UNDERSTANDING

WHEREAS, 360 Communities and the City of South Saint Paul, Rosemount Police Department, Farmington Police Department, Eagan Police Department, South Saint Paul Police Department, West Saint Paul Police Department, Apple Valley Police Department, Dakota County Attorney's Office, Hastings Police Department, City Attorney's Offices of Burnsville - Inver Grove Heights - South St. Paul - Lakeville - Farmington - Sun Fish Lake - West Saint Paul, Sexual Violence Justice Institute of MNCASA, Saint Paul & Ramsey County Domestic Abuse Intervention Project, Casa de Esperanza, Sexual Assault Resource Services, Dakota County Community Corrections, Dakota County Sheriff's Department, the Dakota County Attorney's Office and the First Judicial District Court have come together to collaborate and to create a Dakota County Domestic and Sexual Violence Multi-disciplinary Action Response Team (Dakota County Team) and to make an application for Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program grant; and

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which 360 Communities will be the lead agency and named applicant and the other agencies will be partners in this application; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Office on Violence Against Women on or before March 3, 2016;

History of Collaborative Relationships

All members of the Dakota County Team have been providing services to victims/offenders for decades. All of the member agencies have worked in collaboration with 360 Communities on individual cases in the process of providing crisis services, gathering evidence, investigating sexual and domestic violence crimes, providing medical attention and forensic exams, prosecuting sexual and domestic violence crimes, and/or meeting basic living needs. 360 Communities has formal collaborations with the Hastings, Inver Grove Heights and Apple Valley police departments. 360 Communities outreach advocates are housed within each of these police departments. This has resulted in immediate access to victims and better access for victims to connect with victim services; systems change happening through the developing working relationships and problem-solving; improved communication between law enforcement and advocates; better and stronger working relationships between law enforcement and legal advocates; more opportunities to support victims in interviews.

All of the agencies participating on the Dakota County Team make cross-referrals for direct services and resources, and many also work together on various committees and teams such as Lethality Assessment, Electronic Crimes, and Child Mortality Review.

In January of 2014 the Dakota County Attorney's Office and 360 Communities convened other victim/offender agencies to form a Coordinated Community Response (CCR) team. This was done to improve communication across disciplines, case coordination, and victim safety and offender accountability. The initial issue which brought the group together was in relation to lethality assessments. Jurisdictions wanted to have first responders use them when meeting with a domestic violence victim, which in turn meant that it would go into their system. 360 Communities wanted victims to have the choice whether or not they wanted that information shared with law enforcement or prosecution. Also, 360 Communities was concerned about using them without a plan for what to do next with the results and connecting victims to victim advocacy services. A decision was made to pilot two different approaches and compare data at the end of the pilot period. Six police departments are having their first responding officers call advocates from the scene, and the advocates administer the lethality assessments. This approach connects victims with advocacy services, and also allows victims to make their own choice of whether or not the assessment will go through the system. If the victim chooses to share the assessment with the system, then the advocate obtains a release of information and sends it back to the officers. The other six cities are having officers administer the assessments from the scene and if they screen in, they call advocacy. The lethality assessment is then automatically entered into the system.

Over the past two years the CCR has met bi-monthly to examine different issues and tools related to the prevention of and intervention in domestic and sexual violence crimes. The CCR has reviewed topics and protocols such as lethality assessments, Blueprint for Safety model, medical-forensic exam and collection of evidence, domestic abuse non-contact orders, etc. Although the group has consistently met and discussed topics it has not had a formal process to create county-wide systems change through victim input, a community needs assessment, protocol and policy development, training, case monitoring, and evaluation.

360 Communities took the lead to identify a process that would accomplish these outcomes. The 8-step model¹ used in the state of MN by sexual assault action response teams, created by Anita Boles and John Patterson, was chosen as the most closely aligned model to the desired systems change and community responses. Ann Sheridan, Director of Violence Prevention & Intervention contacted each member agency of the CCR to discuss the new model and applying for funding under this grant request. Each agency signing this MOU has been given a copy of the proposal narrative and budget to review.

Dakota County Team Technical Assistance Providers

In Minnesota the Sexual Violence Justice Institute of the MN Coalition Against Sexual Assault (SVJI) trains all new Dakota County Teams on this 8-Step model, and provides ongoing technical assistance and support to teams and their coordinators. The Dakota County CCR team will be converting to this model with the assistance of the SVJI, to continue the multi-disciplinary collaboration begun in 2014. The 8-Steps to increase victim safety, improve outcomes for victims and offender accountability are:

- Inventory existing services for victims/survivors of sexual and domestic violence

¹ *Improving Response to Crime Victims: An 8-Step Model for Developing Protocol*, by Anita Boles and John Patterson, published by Sage Publications

- Conduct a victims' experience with systems response survey
- Conduct a community needs assessment through a series of interviews with community and systems stakeholders, focus groups and culturally and ethnically diverse community forums (Non-English, ASL and English speaking)
- Design victim-centered, interdisciplinary protocols based on the findings of the inventory of existing services, victim experience survey and the community needs assessment, that pay particular attention to communication and collaboration across agency lines to ensure the best response for victims, including victims' safety and offender accountability.
- Formally adopt the written protocols and commit resources to ensure that all affected staff are fully trained in their responsibilities in each Dakota County Team member agency
- Participation of all affected agencies in multidisciplinary training to ensure full understanding and implementation of the agreed upon protocols.
- Monitor cases from first response through case disposition and post-sentencing for protocol compliance and improvement
- Evaluate pre- and post- protocol revisions to measure improved community and systems responses, resolution of identified problems/gaps in services, and increased victim safety and offender accountability

All agencies/ entities represented on the Dakota County Team will participate fully in each step of the abovementioned model. This model is a continuous improvement model that is repeated ongoing. **The initial process varies from group to group, but usually takes at least three years to complete.**

This new Dakota County Team will also receive technical assistance on protocol development per the Blueprint for Safety² model co-developed by the Saint Paul & Ramsey County Domestic Abuse Intervention Project, Praxis International, Inc. and the City of Saint Paul. This model focuses on criminal justice reform and will inform the development of policies and protocols to improve criminal justice outcomes for victims/survivors and increased accountability and reduced recidivism for offenders. The Blueprint model builds on the foundation of what is working well for victims and offenders, and then integrates the best practices of criminal justice systems' response to domestic violence from across the nation into policies, protocols and practices. Each principle or practice fundamental to the Blueprint is supported by research. The purpose of the Blueprint model is to:

- Reduce fragmentation in the provision of services and protections for victims (and their children)
- Ensure the response of intervening practitioners is consistent with the level of violence of the incident and dangerous actions of the assailant
- Ensure that practitioners can access appropriate/pertinent information in a timely manner
- Use shared and reliable theories and effective interventions regarding domestic violence that are articulated and documented to act as a foundation for the coordination of intervening practices and services

² www.stpaulblueprintspip.org

- Ensure that the policies and practices of the criminal justice system enable all victims to access its services and protection
- Create an infrastructure within case processing systems to ensure accountability and quality assurance between intervening agencies, victims and offenders, and practitioners.
- Ensure that interventions in domestic abuse cases take into account the complexities of people's lives, including but not limited to, poverty, gender, life-style, race, cultural background, etc. and the impact these issues have in obtaining successful interventions.
- Monitor practices and policies for compliance, effectiveness and quality interventions.

The Blueprint for Safety's model is built upon six fundamental principles:

1. Adhere to an **interagency approach and collective intervention goals**
2. Build attention to the **context and severity** of abuse into each intervention
3. Recognize that most domestic violence is a **patterned crime requiring continuing engagement with victims and offenders**
4. Ensure **sure and swift** consequences for continued abuse
5. Use the power of the criminal justice system to **send messages of help and accountability**
6. Act in ways that reduce **unintended consequences and the disparity of impact** on victims and offenders

Casa de Esperanza will provide technical assistance and support to the Dakota County Team in relation to working with Latinx victims/survivors and other immigrant communities. Casa de Esperanza's leadership in the field has been recognized by the U.S. Department of Health and Human Services, which has designated the organization as the Culturally Specific Issue Resource Center on Domestic Violence and Latinx Communities. The agency has developed organizational assessment tool, webinars to strengthen advocacy for immigrant victims/survivors, stalking and immigration remedies toolkit and additional publications.

Dakota County Team Member Agencies

360 Communities, Inc. – Ann Sheridan is the Director of Violence Prevention and Intervention. She started her career in advocacy with 360 Communities in 2005 as a direct service advocate to victims of domestic and sexual violence. From there, she was promoted to supervisor, and to her present position of Director in 2009. Ms. Sheridan oversees the function of two domestic/sexual violence shelters, outreach services to victims in the community, sexual assault services and community education. She serves on the Advisory Committee for Lethality Assessments in Dakota County, the Electronic Crimes Unit and has been the facilitator for the Coordinated Community Response Team in Dakota County which will be converted to a Dakota County Team per this grant proposal. Ms. Sheridan has a Degree in Psychology from Metro State University and an Associate's Degree in Law Enforcement from Inver Hills Community College.

360 Communities was incorporated in the state of MN in 1972 and received federal non-profit status in 1974. Total victims served agency-wide were 3,071 individuals last year. Its programs include:

- **Emergency Shelters** - 360 Communities operates two domestic violence shelters; the B. Robert Lewis Houses (aka Lewis Houses) in Eagan and Hastings. **These are the only 24-hour domestic violence shelters for women and children in Dakota County.** The shelters have a combined capacity of 46 beds. The crisis line is answered by advocates at the shelters 24-hours a day, seven days a week.
- **Criminal Justice Intervention** - 360 Communities provides criminal justice intervention advocacy and information for victims at both shelters. Options for crime victim legal recourse include Orders for Protection (OFP), Harassment Orders (HRO) and civil and criminal remedies. In addition, clients receive legal advocacy which may include education about court processes, accompaniment through the court process, intervention with criminal justice personnel, assurance of victim's statutory rights in case proceedings and information about options to increase safety. In addition, staff trains criminal justice professionals and works to establish or improve policies and procedures to provide a more consistent and effective response to crime victims.
- **Shelter Advocacy and Support Groups** – Crime victim advocacy is provided at both shelters as well as 11 different support groups each week. Advocacy includes in-person or phone advocacy, crisis counseling and intervention, coordination of services, court advocacy and criminal justice advocacy, financial assistance and help filing reparations claims. Support groups are offered to adults, parents, youth and children on age-appropriate topics. Childcare is also offered during groups. Advocates accompany victims to OFP/HRO hearings. Finally, a psychologist from Associated Clinic of Psychology meets with clients at each shelter who have indicated interest in receiving mental health support, on a weekly basis.
- **Sexual Assault** - Sexual assault advocates provide advocacy for victims of sexual assault at both shelters, in hospitals and in courts. Last year 433 victims/survivors (women, children and men) were provided sexual assault services. The agency provides medical advocacy for forensic exams 24-hours/day. Victims are given written information in their language about 360 Communities' services, their rights as victims, how and where to file for an OFP/HRO, other community-based resources, and filing for reparations. Two adult sexual assault support groups are offered weekly at each shelter and a teen support group is offered weekly at the Eagan location. This program also provides referrals for secondary sexual assault victims and conducts community presentations. 360 Communities conducts two 40-hour sexual assault advocacy trainings per year for volunteers and staff that need to be cross-trained on sexual assault.
- **Resource and Referral** – 360 Communities staff and volunteers located at over 40 locations throughout Dakota County are cross-trained to uncover and identify domestic violence, reach out and provide resources to victims, and refer to Lewis House shelters and services. Last year the agency provided 2,386 clients with resources and referrals last year including Safe at Home, an address confidentiality program, financial aid for crime victims, social services, counseling, transportation options, housing, legal and medical services, economic assistance, food and clothing referrals, information about domestic violence and its effects on children and information on OFPs and HROs.
- **Community Education and Outreach** - Staff conducts educational presentations to community groups such as schools, peer educators, parents, faith groups, businesses, civic groups regarding victim services. Last year presentations times were made reaching 3,159 individuals. Staff also provide training to professionals including law enforcement,

medical personnel, people in the legal industry, human services, mental health workers, spiritual leaders, teachers, victim service providers, child care providers and other multi-disciplinary groups. Approximately 40 of these trainings are conducted for at least 400 professionals annually.

City of South Saint Paul – Steve King is the City Administrator for the City of South Saint Paul. As city administrator he is responsible for the general management of the city as defined by state statute, city charter, city code and city council directives. Administration Department functions include:

- Advising the mayor and city council on all significant matters and presenting all items which require council action or approval
- Coordinating with other governmental agencies and representing the interests of the city as delegated by the city council
- Directing, developing, and implementing appropriate budgeting, including capital improvements, administrative planning and control procedures, and long-range development of the city
- Making effective recommendations in areas of policies, planning, community development, public safety, administrative services, financial planning, and human resources
- Working closely with departments to plan and coordinate activities to ensure effective service to the public and efficient conduct of all municipal affairs; overseeing the various department managers

Mr. King has assigned Commander Brian Wicke to represent the City of South Saint Paul on the Dakota County Team.

South Saint Paul has a population of 20,299 and a population density of 3,595 square miles. Eight percent 8% of the residents are Spanish-speaking with 12.7% being Latinxs.³

Farmington Police Department – Detective Sean Scovill will represent his police department on the Dakota County Team. He has been a licensed police officer for sixteen (16) years. He is currently assigned to the Investigations Unit of the Farmington Police Department where he investigates personal, financial, and property crimes. Detective Scovill has recently been assigned to proactively investigate domestic abuse and order for protection violations in conjunction with the Dakota County Electronic Crimes Unit. He has extensive experience as a patrol officer and detective in the criminal investigations of domestic and sexual abuse, and also served as a sexual assault advocate for several years with Blue Earth County Social Services.

The Farmington Police Department consists of 24 full-time licensed officers servicing a community of 22,500 residents. The Farmington Police Department has been in existence since 1873 and is the oldest law enforcement agency in Dakota County. Over the past 15 years Farmington was listed as one of the fastest growing cities in Minnesota and one of the top 10 safest cities in Minnesota.

³ <http://quickfacts.census.gov/qfd/states/27000.html> and <http://www.areavibes.com/south+st.+paul-mn/demographics/>

Eagan Police Department - has 70 sworn officers and serves a community of approximately 66,000 persons. Duane Pike, one of three lieutenants for the Eagan Police Department, will be representing the department on the Dakota County Team. He started with the department in 1992 and has been and field training officer, SWAT member and co-commander, crime prevention specialist, sergeant and currently operations lieutenant. Prior to working at Eagan, Duane was in the U.S. Army as a military police officer and worked as a correctional officer for Stearns County Sheriff's Department (MN) and a community service officer for St. Cloud Police (MN). He earned his Bachelor of Arts degree from St. Cloud State University and his Master's degree from University of St. Thomas.

West Saint Paul Police Department – Shawna Curtis will be representing the West Saint Paul Police Department on the Dakota County Team. Before returning to the ranks of Patrol Officer, Officer Curtis was an investigator with the West St. Paul Police Department for over 6 years. During her assignment she received numerous awards and letters of commendation for her outstanding investigative skills and the empathy she displayed when dealing with victims of domestic violence & sexual assault.

Currently the West St. Paul Police Department has 28 sworn Police Officer and in the process of hiring 2 officer to fill vacancies. The West St. Paul Police Department does not have a specialized unit or an assigned investigator/s to investigate acts of domestic and/or sexual assault.

Inver Grove Heights Police Department - Joshua Otis is one of two lieutenants for the Inver Grove Heights Police Department. He started with the department in 2001 and has been a Patrol Officer, Investigator, Patrol Sergeant, Patrol Lieutenant. Currently he is assigned as Lieutenant of Investigations and Support Services. He earned his Bachelor of Arts and Bachelor of Science Degrees from Metropolitan State University and his Master's degree from Concordia University. The Inver Grove Heights Police Department was founded in 1965 and currently has 37 sworn officers and serve a community of approximately 35,000 persons.

Rosemount Police Department - Shawn McMenemy is one of five Sergeants for the Rosemount Police Department, and is currently assigned to the Patrol Division. He earned his Bachelor of Science degree from Minnesota State University, Mankato. Prior to starting with Rosemount PD in 2011, he worked as a Ranger and Correctional Deputy for the Dakota County Sheriff's Office. During his time with Rosemount PD, he has worked as a Patrol Officer, and Detective. He is currently assigned to head the department's Crisis and Domestic Violence Intervention programs.

The Rosemount Police Department is comprised of 23 sworn Police Officers, 3 Records staff members, 2 Community Service Officers, and 12 Reserve Officers.

Hastings Police Department - Chief Bryan D. Schafer is a 33-year veteran of law enforcement. He served nearly 23 years with the Minneapolis Police Department before being appointed as the Police Chief for the City of Hastings in November 2013.

Schafer completed his Associates Degree in 1984 and his Bachelor's Degree at Metropolitan State University in 2005, graduating with *honors*. His senior thesis, "*Police and their Perceived Image: How Community Influence Officers' Job Satisfaction*" was published in the *Police Practice and Research: An International Journal (PPR)*, February 1, 2009. Schafer is a 2008 graduate of the Police Executive Research Forum's *Senior Management Institute for Police* and a 2005 graduate of Northwestern University Center for Public Safety's *School of Police Staff and Command*.

In 2006 Schafer collaborated with community/criminal justice partners to influence juvenile justice reform in Hennepin County resulting in significant decreases in juvenile violent crime and the acceptance of the *2007 Leadership Award*. Further recognition came when Schafer received the *Gary P. Hayes Memorial Award* from the Police Executive Research Forum at their Annual Meeting in Washington D.C. on March 26, 2009. Schafer also received the IACP/Motorola Webber Seavey Award on October 7, 2009 for promoting a standard of excellence that exemplifies law enforcement's contribution and dedication to the quality of life in local communities. These accomplishments earned the trust and respect of both Chief Dolan (ret.) and Chief Harteau' as evidenced by his appointment to Police Inspector (Commander) of the 2nd Precinct and 1st (Downtown) Precincts during the last 4.5 years with the MPD. Upon his departure, he was the senior Precinct Inspector in the Minneapolis Police Department.

The Hastings Police Department was founded in 1857 and is currently authorized for 29 sworn officers and 4 support staff. We serve a community of approximately 23,000 people.

Apple Valley Police Department - Sean McKnight will be representing Apple Valley Police Department on the Dakota County Team. He is a Detective and Team Commander for the Dakota County Special Operations Team. Detective McKnight has been in law enforcement 22 years with 10 of those years as a detective with Apple Valley and has spent 16 years as a part-time officer with the Metro Transit Police. He has spent the last several years as a detective specializing in crimes against person and sex crimes investigations and has been part of a multidisciplinary team Dakota County's response to violent crimes. He is also a member of the peer review team.

In addition to this, he has spent 12 years as a member of the Dakota County Special Operations Team and is currently the team commander. Mr. McKnight is one of the Program Managers for Minnesota Task Force One and was recently elected as one of the at large Board of Directors for the Task Force. He holds a number of instructor certificates in hazardous materials response, WMD, terrorism response, emergency management and National Incident Management response. Mr. McKnight's formal education includes an A.A.S. in Law Enforcement and a Bachelor's degree in Sociology, Psychology and Rhetoric from the University of Minnesota. Additionally, he has a Master's of Science degree from the Long Island University in Homeland Security Management. Detective McKnight is a certified arson investigator by the International Association of Arson Investigators and is one of two arson investigators with Apple Valley PD.

Apple Valley Police Department has 51 Officers patrol the 17.5 square miles of Apple Valley equipped with state of the art equipment including automated external defibrillators, medical oxygen, pursuit tire deflating devices, laser radar and in-squad video cameras. Their Assault

Response Team has three patrol officers, three detectives and one sergeant. Over the years, the community has experienced rapid growth and a rich diversity. As the community changes, so too does the department to reflect changing expectations in the delivery of police services. The Department now utilizes Community Service Officers (CSOs) who are full time college students working in a part-time capacity as they prepare for a future career as a peace officer. CSOs are responsible for assisting stranded motorists, transporting evidence to the state laboratory for analysis and animal control. The Department also provides crime prevention, neighborhood collaboration, retail crime, and special traffic enforcement programs to enhance its community safety.

South Saint Paul Police Department - Brian Wicke is one of two Commanders with the South Saint Paul Police Department. Brian has been with the department since 1999 and has worked prior to this date with the Washington County Sheriff's Office. Brian has served in the capacity of a patrol officer, K9 handler, field training officer, sergeant, and now is responsible for overall departmental operations. Brian earned his Bachelor of Arts degree from St. Cloud State University and his Master's of Arts degree from Concordia University, St. Paul. The South Saint Paul Police Department was founded in 1887, currently has 28 licensed police officers and serves a population of approximately 20,000 people.

Through this grant a 1.0 FTE Spanish-speaking sexual and domestic violence advocate from 360 Communities will be housed within the South Saint Paul Police Department. The South Saint Paul jurisdiction has the highest rate of felony domestic assaults in the county. Victims/survivors of intimate partner violence may first enter the system as a domestic violence victim, but the majority of IPV victims are also sexual assault victims/survivors. There is a great reluctance on the part of domestic violence victims to share information about their experience with sexual violence. Having an advocate that is trained both as a domestic violence advocate and a sexual assault advocate will strengthen the legal advocacy provided to victims/survivors in South Saint Paul and West Saint Paul. Having a bilingual Spanish speaking advocate who is trained in immigration related issues will increase accessibility to Latinx and other immigrant victims and their families. In the Hastings, Inver Grove Heights and Apple Valley police departments that already house 360 Communities' legal advocates, the positive impact of this type of collaboration can be seen.

Lakeville Police Department – Law enforcement in Lakeville Minnesota is still young as compared to many cities. In 1956 the Lakeville Township paid for its first Constable. Ten years later, in 1965, Lakeville purchased its first squad car. In 1967 - 1968, the village and town of Lakeville merged and by 1969 the new Lakeville Police Department had increased in size and was staffed by five officers.

Lakeville is now a city of approximately 60,000 people and considered the fastest growing city in Minnesota. The police department is staffed with 55 sworn police officers and has steadily grown with the city.

As part of this MOU Lakeville will be coordinating with 360 Communities and their bilingual Spanish-speaking advocate, to be housed in the Lakeville Police Department, to reach more immigrant victims and communities with immigration and other civil and criminal remedies.

The Department will meet regularly with the onsite advocate to discuss ways of improving communication, coordination and victim-centered practices. The Lakeville Police Department will not be participating on the Dakota County Team at this time though.

The Lakeville Police Departments formal mission is as follows “In partnership with the community, we are dedicated to reducing crime, problem solving and ensuring the quality of life in Lakeville”. Their vision is to be regarded by our community and our profession as the premier law enforcement agency in the state.

In order to accomplish their mission and to see their vision realized, the Department embraces the changing role of law enforcement in America. While answering over 50,000 calls for service each year, Officers of the Lakeville Police Department take a great deal of pride in their exceptional relationship with the residents, visitors and businesses of their city.

Dakota County Sheriff's Department - Captain Jim Rogers has been with the Dakota County Sheriff's Office since 1994. His assignments have included Bailiff, Transport, and Patrol, and he was the Sheriff's Office first School Resource Officer. He was promoted to Detective in 1999, Detective Sergeant in 2002, and Captain in 2011.

Captain Rogers currently supervises the Investigation and Civil Divisions. This includes the Dakota County Drug Task Force and the recently-formed Dakota County Electronic Crime Task Force. He has received extensive training in all phases of criminal investigations and has been directly involved in many high profile investigations over the past 15 years. He is also a 2009 graduate of the Northwestern University-School of Police Staff and Command.

Dakota County has grown to be the third most heavily populated county in the State, following Hennepin and Ramsey counties. It is the fastest growing county (numerically) in the State of Minnesota. The Dakota County Sheriff's Office has grown to include nearly 200 employees.

City Attorney's Office for Burnsville, South Saint Paul, Farmington & Lakeville - Shana N. Conklin is an attorney with Campbell Knutson and practices in the areas of Municipal Law and Criminal Prosecution. Ms. Conklin is an Assistant City Attorney for the cities of Burnsville, Lakeville, Farmington, and South St. Paul. She also handles forfeitures for the Minnesota State Patrol. Shana graduated from the University of Minnesota, magna cum laude, in 2009, majoring in Political Science. In 2012, she graduated magna cum laude from the University of Minnesota Law School where she served as Managing Editor of the Minnesota Law Review and Student Director for the Child Advocacy Clinic. She also served as a law clerk for the Saint Paul City Attorney's Office and the U.S. Attorney's Office during law school. Before joining Campbell Knutson in 2013, Ms. Conklin served as a judicial law clerk for the Honorable Richard A. Zimmerman in the Ninth District of Minnesota.

Campbell Knutson, Professional Association, has since its inception in 1986, focused on providing municipal clients with outstanding civil and criminal prosecution services. In Dakota County, the firm provides prosecution services to Burnsville, Farmington, Lakeville, and South Saint Paul. Campbell Knutson's focus on municipal clients has enabled the firm to develop an extensive criminal practice devoted to municipal prosecution. Its criminal prosecutors have

handled all facets of criminal cases from first appearances through jury trials, and including appellate work before the Minnesota Court of Appeals and Minnesota Supreme Court. The firm employs thirteen attorneys, two part-time prosecutors, and nine legal assistants. Eleven of its thirteen attorneys exclusively represent public-sector clients. The firm employs eight prosecuting attorneys, one law clerk, and seven prosecution legal assistants. Elliott Knetsch is the Managing Partner who supervises the prosecution team, and Henry A. Schaeffer, III, serves as the Principal Assisting Prosecutor.

City Attorney's Office for Inver Grove Heights, Sunfish Lake & West Saint Paul -

Bridget Nason is a Shareholder with the law firm of LeVander, Gillen, Miller, PA. She has served as an Assistant City Attorney for the Cities of Inver Grove Heights, Sunfish Lake, and West St. Paul since 2005, providing both prosecution and civil legal services to the Firm's municipal clients. She received her Bachelor of Arts, *summa cum laude*, from Loyola University Chicago in 2001 and her Juris Doctor, *cum laude*, from the University of Minnesota Law School in 2005. Ms. Nason was admitted before the Minnesota Supreme Court in 2005, the Wisconsin Supreme Court in 2012, and the United States District Court for the District of Minnesota in 2012. Ms. Nason has served as a volunteer attorney with Legal Assistance of Dakota County, representing petitioners in Order for Protection cases. Ms. Nason has been named a *Rising Star* by Minnesota Law & Politics for eight consecutive years in the area of municipal/government law. In addition to her legal practice, Ms. Nason is a volunteer judge with the MSBA's Mock Trial Program, a member of the Board of Directors of the West St. Paul-Mendota Heights Rotary Club, the Minnesota Women Lawyers Foundation, and the Dakota County Bar Association, and is currently the President of Minnesota Women Lawyers.

Sexual Assault Resource Services - Kristi Jarvis is the current Program Coordinator at the Sexual Assault Resource Service (SARS) at Hennepin County Medical Center (HCMC) and will represent forensic nurses on the Dakota County Team. The Sexual Assault Resource Services (SARS) was first opened in 1970 by Linda Ledray. The program was the first sexual assault nurse program to open in the United States. The program has 22 nurses that respond to 11 hospitals and 3 counties (Dakota, Hennepin and Rice). In Dakota County SARS responds to Fairview Ridges in Burnsville and Regina Hospital in Hastings. SARS responded to a total of 850 exams in 2015 that include pediatric, adult and adolescent patients.

Ms. Jarvis started working as a Sexual Assault Nurse Examiner (SANE) in 2011 when she joined the SANE team at Regions Hospital in St. Paul, MN. In 2013 she also joined the SANE team at HCMC in Minneapolis, MN. Ms. Jarvis is a member on a number of teams throughout the community, including the Minnesota Human Trafficking Task Force, the Board of the Minnesota Chapter of International Association of Forensic Nurses, the Dakota County Coordinated Community Response Team, the Ramsey County Sexual Assault Protocol Team, the Hennepin County SMART Team, the statewide Medical-Forensic Exam Access Advisory Team, and the Safe Harbor Medical Protocol Team. She consults as an expert witness in cases of domestic assault-strangulation. In 2014 and 2015 Ms. Jarvis worked as a consultant on a joint project with the International Association of Forensic Nurses and the International Association of Chiefs of Police. She has a Bachelor of Science in Criminology & Criminal Justice from Portland State University (2011). She completed a Graduate Certificate in Forensic Nursing at University of California-Riverside in June 2013, and in February 2014, she completed the pediatric SANE

training. She is certified as both an adult & adolescent as well as a pediatric SANE. She is the current Research Coordinator on a five-year multi-site National Institute of Health study evaluating the development of PTSD and pain in adult females following sexual assault.

Dakota County Community Corrections - Carrie Kocina will be representing Dakota County Community Corrections on the Dakota County Team. She has been a Probation Officer within the High Risk Domestic Violence Unit for the past 16 years. Her duties include providing supervision to High Risk Offenders and working with the victims of these offenders. Ms. Kocina also supervises a volunteer program to reach out to victims of domestic abuse and connect them to resources, as well as provide education about the criminal justice system and encourages them to access legal remedies.

Dakota County Community Corrections created a specialized unit to more appropriately supervise domestic violence offenders and work with domestic violence victims. Agents are trained in the dynamics of domestic abuse and work with local domestic violence batterer programs to reinforce skills taught in domestic abuse programming. They also work with local law enforcement, child protection, and victim services to better hold offenders accountable for their behavior and provide resources for all parties involved.

Dakota County Attorney's Office – Phil Prokopwicz, the Chief Deputy Dakota County Attorney has been in his position since 2001, and has been with the Office since 1985. He is a legal advisor to the Dakota County Attorney and supervises the Criminal and Juvenile and Protective Services Division of the Dakota County Attorneys Office. Mr. Prokopwicz prosecutes complex and high profile criminal cases on behalf of the Dakota County Attorney. From 1994-2001 he was the Dakota County Attorney Office Criminal Division Head and from 1989-1994 he was a Principal Attorney where he reviewed and prosecuted all drug related cases referred to the office for prosecution. From 1985-1989 he serves as Assistant Dakota County Attorney where he prosecuted adult felony cases.

Prior to coming to Dakota County he was an Assistant Seventh Judicial District Public Defender (1983-1985) providing legal defense for indigent defendants. He graduated from William Mitchell College of Law-1983 Juris Doctorate, and Saint Cloud State University – 1979- B.A. Criminal Justice Studies with minor in Public Administration. Mr. Prokopwicz is an Adjunct Professor-William Mitchell College of Law, and serves on the Minnesota County Attorneys Association Criminal Law Committee.

Kelly Nicholson, M.S. will represent her agency on the Dakota County Team. She is the Victim Witness Program supervisor, and provides training to attorneys, law enforcement, medical staff, and other professionals regarding crime victim rights, issues, and dynamics. Ms. Nicholson is also an Adjunct Professor at St. Mary's University teaching "Victimology", "Crimes Against the Family", and "Demographic Influences on Policing" courses for law enforcement students obtaining their Bachelor's degree in the Police Science Program. She is a member of the Dakota County Child Protection Team since 2015. Ms. Nicholson has been in her current position since July of 2006, prior to which she was a Victim Services Specialist for the Anoka County Attorney's Office for over ten (10) years.

First Judicial District Court – Two judges from the Dakota County criminal court will serve in an advisory capacity on the ad hoc Judicial Review committee. This committee will advise on how to strengthen case presentations in court, i.e. judges receive mounds of paper for each case, how can items that are of critical importance to the judge’s decision be made easily accessible and emphasized, for example in a bail hearing or from the pre-sentence investigation. The intent of the committee will be to inform the development of protocols, case tracking, information sharing across disciplines and case coordination; and make training recommendations for judges.

Colleen King is a First Judicial District Court Judge chambered in Dakota County. She was appointed by Governor Mark Dayton in 2013. Prior to her appointment to the bench, Colleen King was a partner at Wornson, Goggins, Zard, Neisen, Morris and King, PC in New Prague. Ms. King also served as a part-time public defender for over 6 years. Ms. King graduated from the College of St. Benedict in 1997 and Hamline School of Law in 2001. There are 19 judges chambered in Dakota County and 36 in the First Judicial District.

Arlene Asencio Perkkio is a First Judicial District Court Judge chambered in Dakota County. She was appointed by Governor Mark Dayton in 2011. Prior to her appointment to the bench, Arlene Perkkio was in solo practices focusing on criminal defense, part time public defense, and immigration consequences for non-citizen defendants in criminal matters. Judge Perkkio has experience as a lawyer in Federal Court, Civil Commitment Court, and Probate/Guardianship Court. Judge Perkkio graduated from Macalester College in 1987 and William Mitchell College of Law in 1991.

Sexual Violence Justice Institute at the MN Coalition Against Sexual Assault (SVJI) - Leah Lutz is the program manager at the Sexual Violence Justice Institute at the Minnesota Coalition Against Sexual Assault. Leah joined SVJI at MNCASA in April, 2008 and has over fifteen years experience in sexual and domestic violence related work. She works closely with law enforcement and prosecutors to develop and deliver trainings customized for system practitioners. Additionally, she works with advocacy, health care professionals, corrections, law enforcement and prosecutors to pinpoint and design system improvements. In 2004, she helped form and then chaired the local SART team. She has developed, facilitated and delivered many types of trainings for SART teams such as webinars, the first national institute for SART leaders, conference keynotes, state-wide trainings and local team trainings. She has first-hand experience working directly with teams and/or the team leaders in urban, rural and suburban settings. She has in-depth knowledge on the dynamics of sexual assault and the complexities of changing systems. She is a graduate of the University of Minnesota.

SVJI equips multidisciplinary teams and allied professionals with the concepts, tools, training and resources needed to create a victim-centered response to sexual violence within their communities. The SVJI provides training and technical assistance to OVW Arrest Grantees on a variety of issues, including:

- CCR/SART formation and sustainability issues
- Team-led community and system assessment on the current response to sexual assault
- Design of team vision, mission, goals, process, and system intervention options
- Incorporating best practices into victim-centered approaches to case handling
- Implementing the 8-Step Protocol Development Cycle

- Strategies for hearing from victim/survivors about their experiences with your response system
- Shifting to a victim-centered approach
- Case conversations on teams
- Managing conflict and agreement on teams
- Monitoring and evaluating change efforts
- Identifying and solving system problems in a multidisciplinary context

Saint Paul & Ramsey County Domestic Abuse Intervention Project (SPIP) – Bree Adams Bill will be providing technical assistance to the Dakota County Team on the Blueprint for Safety model that was developed by SPIP in partnership with Praxis International and the City of St. Paul, and funded by the MN STOP Violence Against Women funds. Ms. Adams Bill is the Blueprint for Safety Coordinator and Program Director at SPIP. She has worked with battered women for over eighteen years as a community-based legal advocate. Through her advocacy experience and knowledge of the criminal legal system, Bree participated in the development and enhancement of the St. Paul Blueprint for Safety and the creation of its companion piece *The Distinct and Vital Role of a Legal and System Advocate*. She facilitates focus groups of women to ensure victim/survivors’ experiences remain at the forefront of any response designed to serve them and incorporates such when training locally and nationally. She is a member of the Partnership for Domestic Abuse Services, the Second Judicial District Family Violence Coordinating Council and serves on numerous committees addressing victim-centered services, unintended consequences of the criminal and family legal system, and Domestic Abuse Bench Guidelines. For three years, Bree was the Coordinator for the IN-CIRCLED Project, a batterer intervention program for highly dangerous, repeat offenders. IN-CIRCLED has a recidivism rate that is substantially lower than the national rate.⁴ She has a Bachelor of Science in Human Services with a focus on community intervention and prevention.

Casa de Esperanza (Casa) – Casa will be represented by Rosario de la Torre on the Dakota County Team. Ms. de la Torre is the Community and Partnerships Manager for Casa de Esperanza. She has been working at Casa de Esperanza for thirteen years. She has conducted national and international trainings and technical assistance in the areas of working with Latinx victims/survivors and their families, immigration related issues for immigrant victims/survivors, establishing multi-disciplinary partnerships to address the crime of domestic violence, to name only a few. In her current role, she is expanding and deepening advocacy work in the community and key partnerships that enhance Casa’s work overall. Rosario is an experienced advocate in the areas of domestic violence, sexual assault, and victimization. A responsive and accomplished professional, she has demonstrated leadership and organizational skills. She has vast training, advocacy, court advocacy, and crisis line management experience.

As a national organization, Casa de Esperanza is also home to the National Latin@ Network for Healthy Families & Communities, which provides training and technical assistance, engages in public policy initiatives and conducts research on the intersections of domestic violence and

⁴ Of those offenders who completed the IN-CIRCLED program between 2011 and 2013, 91% did not commit another act of violence during the 12 months following their completion of the program

Latinx identity. As a leader in the violence prevention field, Casa de Esperanza has helped organizations build their language access capacity; participating in international forums, creating tools to engage Latino men and boys; and leading the national NO MÁS campaign, the sister, and cultural adaptation to the NO MORE campaign.

Assumptions:

There are many systems interactions that help build a strong case against an offender: sexual assault/domestic violence advocates who are supporting the victim, law enforcement that is investigating the crime and gathering evidence, probation which is involved when the offender is on parole or probation, city or county attorney's offices, forensic SANE nurses who collect evidence, hospitals the store physical evidence of the crime, and other service providers assisting the victim with emergency shelter/ affordable housing/ mental health resources, etc. At the same time that a case is being investigated, the victim's needs for safety, support, information and services must not be neglected. Every member agency of the Dakota County Team are a critical component of victim safety and offender accountability.

All Dakota County Team members:

- come to the process with the best of intentions and a will to improve systems' responses to victims of all ages, gender identities, ethnicities, abilities, sexual orientations, socioeconomic levels, immigration status, religious affiliations and nationalities;
- are experts in their field and have valuable insight and information to add to the process;
- have different roles in relation to victims and/or offenders which will be respected and appreciated throughout this process;
- are equal members of the Dakota County Team;
- are open to feedback and recommendations from other members that will improve their agency's response to victims and/or offenders;
- come to the process willing to learn from each other;
- understand the need to institutionalize best practices in each of their fields, within their own agency;
- understand that each member is an essential part of the process to provide victim-centered services to sexual assault and domestic violence victims; and
- seek an improved and consistent response to sexual assault and domestic violence that holds offenders accountable for their crimes.

Dakota County Team Member Roles:

Each member of the Dakota County Team are equal members and share the same role as Team members. It is recognized that each member understands the organizational culture and inner workings of their agency and brings that understanding to the process of protocol development, implementation and monitoring. Dakota County Team members will be examining what works and what does not work within their own agency and the other agencies represented on the Dakota County Team as part of the protocol development process. It is essential that members are open to sharing information and perceptions in a manner that respects the different roles and missions of each member agency when working with victims/survivors and/or offenders. Each member agency will also define what "victim-centered" means within their discipline and understand that it may look different for different disciplines. Dakota County Team members recognize that there are gaps in every system, including victim services, and that it is imperative

to identify those gaps in order to develop protocols and resources to address them. It is the role of all members to work towards what is best for victims/survivors and offenders in Dakota County beyond what is needed in their particular jurisdiction or service area. Each member will actively participate in identifying and responding to unintended consequences, and meeting the needs of marginalized communities in Dakota County, using these as a touchstone throughout the process.

Dakota County Team Member Responsibilities:

Each agency represented on the Dakota County Team is responsible for the following:

1. Sending the same person(s), with decision-making⁵ power in relation to protocols and procedures, to the bi-monthly Dakota County Team meetings.
2. Actively participating in the outlined process and at Dakota County Team meetings.
3. Following through on any assigned tasks between Dakota County Team meetings.
4. Sharing agency protocols and practices in relation to sexual assault and domestic violence crimes and victim services with the entire Dakota County Team.
5. Ensuring the institutionalization of protocol changes through staff training, written documentation, enforcement of policy changes, and monitoring.
6. Cross-training the Dakota County Team on their agency's role, responsibilities, and victim-centered approach to providing victim and/or offender services.
7. Participating in an annual Dakota County Team Retreat.
8. Sharing resources as able to support the Dakota County Team process.

Dakota County Team Member In-kind Contributions

Dakota County Communications Center will be providing in-kind the bi-monthly meeting space for the Dakota County Team. Each member agency is contributing copying, consumable supplies, staff time outside⁶ of the Dakota County Team meetings for follow-up assignments. Each agency will cross-train the other Dakota County Team members, the development and implementation of the cross-trainings will all be in-kind contributions.

⁵ During the protocol development phase each team member will be taking back information to their agency and gathering additional feedback and language to inform the process and finalize protocols.

⁶ With the exception of the Dakota County Attorney's Office and the City Attorney's Offices, all other Dakota County Team members receive a stipend to attend the Dakota County Team meetings.

South Saint Paul and Lakeville Police Department are providing in-kind office space, office furnishings, telephone, computer, internet access, fax machine, conference room access, and off street parking for the new 360 Communities Bilingual Dual Sexual Assault and Domestic Violence Advocates that will be located within their police departments. The Hastings, Inver Grove Heights and Apple Valley police departments already contribute these same items in-kind for 360 Communities' sexual and domestic assault and legal advocates housed in their departments.

Partner Contributions to Application Development

Each partner provided background information on their organization and a bio on their Dakota County Team representative. Crime statistics and demographics from various municipalities and the county were also contributed by member agencies. Past CCR meeting minutes and the Sexual Assault Sub-committee meeting minutes were used in the development of the application to identify the need for this project and current issues related to victim's safety and advocacy, and offender accountability. The South Saint Paul Police Department and Lakeville Police Department worked closely with 360 Communities in the program development for the goal and objectives for the Sexual and Domestic Violence Advocate that will be housed within the SSP PD and Lakeville PD.

360 Communities Responsibilities:

360 Communities will provide a .65 FTE to coordinate and support the Dakota County Team during the three year grant period (and beyond per funding acquisition). The Dakota County Team Program Coordinator will handle all of the logistics for team meetings/retreat and take minutes for all meetings. Both the Program Coordinator and Ann Sheridan, the Director of Violence Prevention & Intervention will attend all Dakota County Team meetings and retreats. Ms. Sheridan is the lead liaison for the project and its technical assistance providers. Ms. Sheridan will oversee the programmatic administration of the grant, ensuring that all required record-keeping and reports are accurate and timely, and in accordance with applicable federal requirements. Julie Kirby, Controller, will oversee the accounting of revenue and expenses associated with this grant and any required financial reports.

360 Communities will also seek funding to support the Dakota County Team's activities and the Dakota County Team Program Coordinator position. 360 Communities will be responsible for administering the Dakota County Team grants, documenting information for funder reports and generating funder reports in a timely manner.

360 Communities will collaborate with the City of South Saint Paul, the South Saint Paul Police Department, West Saint Paul Police Department and Lakeville Police Department to develop and implement outreach to immigrant victims/survivors of sexual assault and domestic violence, and legal advocacy to victims seeking criminal, civil and/or immigration court relief. The new advocate will also conduct outreach to immigrant communities to educate them about immigration remedies such as the U Visa, T Visa and VAWA Self-petition.

Planning & Development Team - This application was developed by 360 Communities staff: Ann Sheridan – Director of Violence Prevention & Intervention, Carol Connelly – Sexual Assault Services Program Coordinator, Ann Averill – Supervisor of Lewis Houses (Emergency

Shelters), and Jeff Mortensen – President and Chief Operating Officer, the Lakeville Police Department, and the City of South Saint Paul through the South Saint Paul Police Department. The implementation of project activities will be supervised by Ann Sheridan, and coordinated by the new position of Dakota County Domestic and Sexual Assault Multi-disciplinary Action Response Team Program Coordinator, in conjunction with technical assistance from SVJI, SPIP and Casa de Esperanza. Ms. Sheridan will work closely with the City of South Saint Paul, the South Saint Paul Police Department, West Saint Paul Police Department and Lakeville Police Department to support the collaboration with the onsite advocate.

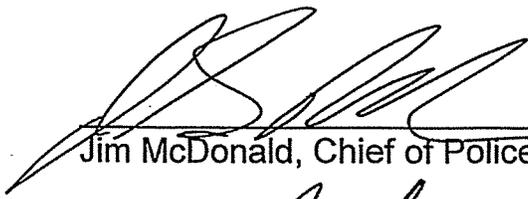
Ms. Sheridan will serve as the liaison between the Sexual Violence Justice Institute of the MN Coalition Against Sexual Assault, the Saint Paul & Ramsey County Domestic Abuse Intervention Project, and Casa de Esperanza, who will all be providing technical assistance to the Dakota County Team.

The Dakota County Team Program Coordinator will handle all of the logistics for team meetings/retreat, taking and distribution of minutes, research that supports each meeting's agenda, sample materials from other Smart Teams, coordination of meeting materials, and be staff support to the team. The Director of Violence Prevention & Intervention will attend all Dakota County Team meetings and retreats as the 360 Communities Dakota County Team member. Ms. Sheridan will oversee the programmatic administration of the grant, and Julie Kirby, Controller, will oversee the accounting of revenue and expenses associated with this grant and any required financial reports. Ms. Sheridan, Ms. Kirby and/or the Program Coordinator will attend the required OVW trainings. The Program Coordinator will maintain accurate records of all grant-related activities and assist Ms. Sheridan in generating the required grant reports. Ms. Sheridan will supervise both of the 1.0 FTE sexual and domestic assault advocates that will be housed at the South Saint Paul and Lakeville Police Departments. The Controller will prepare all financial documents for the annual independent audit and any financial review required by OVW.

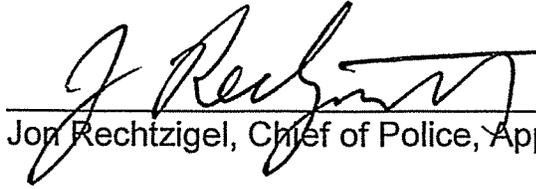
The roles and responsibilities described above are contingent on **360 Communities** receiving funds requested for the project described in the OVW grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be **10/01/2016 through 09/30/2019**.

Commitment to Partnership

- 1) The collaboration service area is **Dakota County**.
- 2) The partners agree to collaborate and create systems change through protocol and policy development and implementation that improves safety and outcomes for victims of sexual assault, domestic violence, dating violence and stalking pursuant to the program narrative of the grant application attached to this agreement.
- 3) Compensation for [non-lead] partners' contribution to this project who are eligible to receive compensation will be provided as outlined in the attached OVW budget detail worksheet.
- 4) We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and project budget and approve them.


Jim McDonald, Chief of Police, Eagan

3-1-16
Date

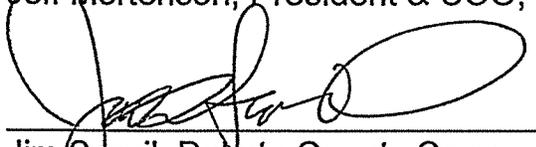

Jon Rehtzigel, Chief of Police, Apple Valley

3-2-16
Date

Kristi Jarvis, Forensic SANE Nurse, Sexual Assault Resource Services Date

Jeff Mortensen, President & COO, 360 Communities

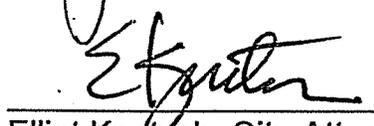
Date



3-2-16

Jim Scovil, Dakota County Community Corrections

Date



3.1.16

Elliot Knecht, City Attorney, South Saint Paul

Date

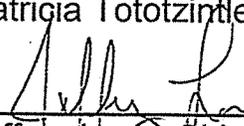
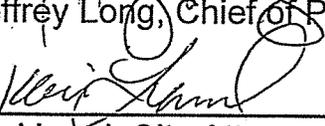
Brian Jones, District Administrator, First Judicial District Court Date

Shelley Johnson Cline, Executive Director, SPIP

Date

Jeanne Ronayne, Executive Director, MCASA-SVJI

Date

Patricia Tototzintle, Chief Executive Officer, Casa de Esperanza	Date
	3/2/16
Jeffrey Long, Chief of Police, Lakeville	Date
	3/1/14
Kori Land, City Attorney, West Saint Paul & Inver Grove Heights	Date

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: March 14, 2016
SUBJECT: Informational Item – Coordinated Community Response
Memorandum of Understanding (CCR MOU)



City of West St. Paul

BACKGROUND INFORMATION:

Dakota County public safety agencies, various attorney offices and community service agencies such as the 360 Communities have long been in conversation in how to improve services to victims of domestic and sexual violence. In late 2014 early 2015 these various service agencies began an ad hoc meeting regarding their partnerships and servicing victims. This group was called the Coordinated Community Response (CCR) partnership.

Meetings began and forward progress was somewhat sporadic, but progress was being made. One of the issues identified by 360 Communities was the ability for each of the agencies to have someone “at the table” on a consistent basis. Inconsistent membership seemed to be hindering results.

The 360 Communities applied for and received a grant to help foster consistent CCR membership while the group explored and researched better ways to provide services. In part, the grant would reimburse a participating agency \$25/hour for the time a designated agency member would attend a meeting.

Our agency selected Officer Shawna Curtis to be our representative. Officer Curtis is a 10-year veteran officer, serving 6 of those years as an investigator. One of Officer Curtis’ significant attributes is her empathy for and compassion of victims of domestic and sexual violence. In fact, Officer Curtis was recognized a number of times for her outstanding service. Moreover, Officer Curtis has taught numerous classes on “victim centered investigations.” This type of investigations places the victim’s needs and recovery foremost. I anticipate Officer Curtis will be a valued member of the CCR group and contribute greatly to improving service to these types of victims.

FISCAL IMPACT:

The fiscal impact is unknown at this time, but is estimated to be less than \$1,000 in salary recovery. While it is important to be fiduciary with the taxpayers’ funds, the real benefit will be an improved system and coordination in serving these special victims.

STAFF RECOMMENDATION:

No action is needed or required, an informational item

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: March 14, 2016
SUBJECT: Additional Tobacco Compliance Checks



BACKGROUND INFORMATION:

Each year the police department conducts a number of alcohol and tobacco compliance checks on the City's licensed establishments. To help keep our tobacco licensees and clerks sharp, the police department would like to apply for a tobacco compliance grant that will reimburse the police department \$40 for each "educational" tobacco compliance check completed. The grant will allow up to 25 compliance checks or \$1,000 in total reimbursement. The educational compliance checks must be completed by June 30th.

An "educational" compliance check is conducted in the same fashion as the police department's traditional compliance checks, however, in an educational compliance check there are no sanctions for the licensee or store clerk should a failure occur. If a failure occurs the grant requires the officer conducting the compliance check to review (aka: educate) the store clerk and owner of their lawful obligations in selling tobacco. This grant would provide an additional reminder and training for our tobacco establishments in their licensure responsibilities at virtually no cost to the police department.

I have reviewed the attached grant contract and found it similar to last year's Congratulate and Educate grant. Moreover, I found no concerning language or conditions that would necessitate a closer review by the City Attorney.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Grant Revenue	101	3000	33499	\$1,000
			Total:	\$1,000

STAFF RECOMMENDATION:

Authorize the City Manager to sign the agreement and direct the police chief to implement the conditions of the agreement.

On Motion of Clpn.

Seconded by Clpn.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

BE IT RESOLVED, that the City of West St. Paul will enter into a cooperative agreement with the Minnesota department of Human Services

WHEREAS, The City has a desire to assist licensed tobacco merchants in understanding and complying with their legal obligations in selling tobacco and tobacco-related products;

WHEREAS, The City has an interest in protecting its youth from the unlawful use and possession of tobacco and tobacco related;

WHEREAS, The Minnesota Department of Human Services has grant program to financially support communities to help educate tobacco merchants in their lawful responsibilities with regards to selling tobacco and tobacco-related products;

NOW, THEREFORE, The Parties hereby agree to furnish assistance to each other upon the terms and conditions set forth in the attached agreement.

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 this 14th day of March, 2016.

Ayes:

Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

**SFY 2016 ANNUAL PLAN AGREEMENT
STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES**

**Originator: Fill in all sections and fields except those marked N/A. Obtain signatures in order listed.
Your Contract Coordinator completes the N/A boxes**

<p>⇒ FinDeptID: H55EB 31414</p> <p>Fill in the FinDeptID number that identifies what account to use for encumbering funds. Your contract coordinator will encumber funds in SWIFT and write the encumbrance PO # in the box to the right. Reference this 10 digit PO # when submitting related invoices to FOD/Accounts Payable for payments to this vendor for this service.</p> <p align="right">EIOR 131921</p>	<p>N/A</p> <p>SWIFT Encumbrance PO #:</p> <p><u>3 0 0 0 0</u> <u>42371</u></p>
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Vendor Name: West St. Paul Police Department E-mail: bshaver@wspmnn.gov
Vendor's Street Address: 1616 Humboldt Ave
City: West St. Paul State: MN Zip: 55118 Phone #: 651-552-4201
Tax identification numbers necessary to verify SWIFT Vendor numbers. Collect the applicable data:
For Vendor Using:
 individual name; supply the vendor's social security #: _____
 a business name; supply the vendor's federal tax I D #: 41-6005639
 a business address located in MN, they should also supply the MN. Tax I. D. #: _____

⇒ **Cost of service must include descriptive rate:
x/hours @ x/dollars per hour = x/dollars for total deliverables**

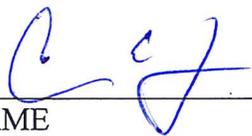
Compensation: \$1,000.00 (25 checks @ \$40.00 per compliance check) Dates of Service:
Expenses: \$0.00* February 15, 2016 to June 30, 2016
Total to encumber \$1,000.00 (SFY16 ends June 30, 2016)

* (see <http://www.mmd.admin.state.mn.us/commissionersplan.htm> for rates)

Provide a detailed description of expected duties on the following page. Please check the green highlighted box in Section VII if any private data will be shared under this plan.

Originator's Name: Joan Kaluza Division Name + Mail code: Alcohol & Drug Abuse -0977

⇒ 1). **Human Services Assistant Commissioner**
 Your signature gives approval to encumber funds and approval of the selected Information Privacy Provision under Clause VII on this form.



 NAME DATE 2/14/16

2). **Contract Coordinator**
 SFY16 Master APK%92348 - Verification of \$5000 limit



 NAME DATE 2/12/16

SWIFT Vendor #: 0000197724 NAME _____ DATE _____
DO NOT HAVE VENDOR SIGN BELOW UNTIL FUNDS ARE ENCUMBERED BY CONTRACT COORDINATOR AND DIV DIRECTOR HAS APPROVED BY SIGNING ABOVE.

⇒ 3). **Vendor's Signature**
 By signing, vendor certifies he/she is not a State employee. Individual signing must have proof of authority to sign on behalf of the company named above.

 NAME DATE _____

By written acceptance with the signature in Section 3). Vendor's Signature box, the Vendor agrees to perform the following work/services under the terms and conditions listed below:

⇒ (Originator, write clear duties, measurable outcomes on these lines. Add space if needed.)

Vendor's Duties: The vendor who is the participating Sheriff, Police or Public Health Departments will conduct educational tobacco compliance checks with the approved number of retailers. All compliance checks will be conducted in compliance with MN Statute 461.12 subd 5. Note this educational tobacco compliance check does NOT fulfill the requirements of MN Statute 461.12 subd 5 that a licensing authority shall conduct unannounced compliance checks at least once each calendar year because these checks are educational based and do NOT include a penalty.

Vendor Will:

1. Complete twenty-five (25) educational tobacco compliance checks by June 30, 2016. Checks will be reimbursed at \$40 per check.
2. Ensure that no penalty is levied on the clerk or the business owner from the county or city as a result of these educational tobacco compliance checks.
3. Provide clerks who fail the educational tobacco compliance check an educational publication which will be reviewed with them by the individual who conducted the compliance check.
4. Provide clerks who pass the educational tobacco compliance check a certificate of appreciation signed by the organization conduction the checks.
5. Provide the owner of the establishment a publication including the date the check was conducted and the results of the inspection (pass or fail).
6. Complete a short survey and the vendor invoice form and email both to collinfrazier@state.mn.us for payment by July 15, 2016.

- I. **Scope of Agreement:** This document is an Agreement for professional/technical services, to be interpreted pursuant to laws of the State of Minnesota. The Commissioner of the Department of Human Services or his/her delegate (hereinafter the STATE), pursuant to Minnesota Statutes, section 256.01, subd. 2 is empowered to enter into professional/technical agreements. The Commissioner has identified the need for the services to be performed, as no state employee is available or capable of performing these tasks. **No work on this agreement is to begin until the STATE has signed this document and VENDOR is notified to begin work by the STATE's authorized representative.** By written acceptance, the VENDOR agrees to perform the scope of the services within the terms and conditions in this agreement and within the limits of the clauses specified in this agreement. The VENDOR must sign its approval in the designated signature block and return the original signed Agreement and any attachments to the Department of Human Services, prior to the commencement of services.
- II. **Conditions of Payment:** All services provided by the VENDOR pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The VENDOR will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the VENDOR has satisfactorily fulfilled all the terms of this Annual Plan Agreement.
- III. **Consideration and Terms of Payment:** Payments shall be made by the STATE promptly after VENDOR's presentation of invoices for services performed and acceptance of such services as satisfactory by the STATE's authorized representative. **VENDOR will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than is provided in the current "Commissioner's Plan", promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated by reference. VENDOR will not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received STATE'S prior written approval for such out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.** For compensation payable under this agreement, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.
- IV. **Cancellation.** This Annual Plan Agreement may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Vendor. In the event of such a cancellation, the Vendor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
- V. **Indemnification.** In the performance of this agreement by VENDOR, or VENDOR'S agents or employees, the VENDOR must indemnify, save, and hold harmless the STATE, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the STATE, to the extent caused by VENDOR'S:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the STATE'S sole negligence. This clause will not be construed to bar any legal remedies the VENDOR may have for the STATE'S failure to fulfill its obligation under this agreement."

- VI. State Audit:** Under Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the VENDOR and its employees, agents, subcontractors, or representatives, relevant to this agreement must be made available and subject to examination by the State, including the contracting Agency/Division, Legislative Auditor, and State Auditor, for a minimum of six years from the agreement.
- VII. Information Privacy Protection:** The VENDOR and STATE must comply with the Minnesota Government Data Practices Act, Minn. Stat., ch. 13, and the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 164.103, et seq., as it applies to all data provided by the STATE under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the VENDOR under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the VENDOR or the STATE. Additionally, the remedies of HIPAA apply to the release of data governed by that Act.

If the VENDOR receives a request to release the data referred to in this clause, the VENDOR must immediately notify and consult with the STATE's Authorized Representative as to how the VENDOR should respond to the request. The VENDOR's response to the request shall comply with applicable law.

It is expressly agreed that the VENDOR will not be handling private data collected by STATE and is therefore not a member of or included within the "welfare system" for purposes of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13, and in particular §13.46) as a result of this contract. It is also expressly agreed that VENDOR will not be handling "protected health information" collected by STATE (information that identifies an individual as having applied for, being or having been eligible for, or receiving or having received health care services, as set forth in 45 CFR §160.102). VENDOR is not a "business associate" of STATE, as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR §160.103 as a result of or in connection with this contract. Therefore, VENDOR is not required to comply with the privacy provisions of HIPAA as a result of or for purposes of performing under this contract. If VENDOR has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this contract, VENDOR will be responsible for its own compliance.

- VIII. Ownership of Works and Intellectual Property Rights.** Except in the case of intellectual property rights previously acquired by VENDOR, the STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the *Works and Documents created and paid for under this agreement*. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the VENDOR upon completion or cancellation of this agreement. *Works* means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the VENDOR, its employees, agents, and subVENDORS, either individually or jointly with others in the performance of this agreement. *Works* includes "*Documents*." *Documents* are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the VENDOR, its employees, agents, or subVENDORS, in the performance of this agreement.
- IX. Data Disclosure:** Under Minn. Stat. § 270.66, and other applicable law, the VENDOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the VENDOR to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. **This contract will not be approved unless these numbers are provided.**
- X. Jurisdiction and Venue:** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XI. Prohibition on Weapons.** VENDOR agrees to comply with all terms of the Department of Human Services' policy prohibiting carrying or possessing weapons wherever and whenever the VENDOR is performing services within the scope of this agreement. Any violations of this policy by VENDOR or VENDOR's employees may be grounds for immediate suspension or termination of the agreement. **Currently Licensed Peace Officers are exempt from this provision.** If Police or Sheriff Departments utilize officers who carry or possess weapons, as defined in Minnesota Statutes, section 626.05, subdivision 2, for performing services within the scope of this agreement, then these Departments shall utilize only its active and currently licensed peace officers.

XII. Criminal Background Check Required. VENDOR and employees of VENDOR working on site at STATE's Central Office and accessing STATE's protected information (as defined in VII. Information Privacy Protection of this agreement.) must submit to or provide evidence of a computerized criminal history system background check (hereinafter "CCH background check") performed within the last 12 months before work can begin under this agreement. "CCH background check" is defined as a background check including search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

XIII. Federal Audit Requirements and Vendor Debarment Information.

- A. **Compliance with Single Audit Act.** All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Code of Federal Regulations, title 2, subtitle A, chapter II, part 200. VENDOR certifies it will comply with the Single Audit Act, Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.
- B. **Vendor debarment, suspension and responsibility certification.** Federal Regulation 45 CFR 92.35 prohibits the STATE from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. §16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State.

BY SIGNING THIS ANNUAL PLAN, VENDOR CERTIFIES THAT IT AND ITS PRINCIPALS:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- (b) Have not within a three-year period preceding this Agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- (d) Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this agreement are in violation of any of the certifications set forth above.
- (e) Will immediately give written notice to the STATE should VENDOR come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing; a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

END

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Police Department
DATE: March 14, 2016
SUBJECT: City Business and Liquor Licenses



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

Application to Conduct Off-site Gambling for Tapemark Charity Pro-Am Golf Tournament, to be held at the Southview Country Club, 239 Mendota Rd E, on June 11, 12 and 13, 2016.

Application for a 1-day Temporary On-Sale Liquor License for Sibley Area Youth Hockey Association. Event is to be held at Dodge Nature Center, 1701 Charlton Ave, on Saturday, April 9, 2016.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Liquor License Fee	101	30000	32110	25.00
Other License Fee	101	30000	32199	
Background Fee	101	30000	34208	25.00
			Total:	50.00

STAFF RECOMMENDATION:

In processing this application staff found no notable concerns or issues. Staff does not 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: Sherrie Le, Assistant City Manager
DATE: March 14, 2016
SUBJECT: 2015 Shared Volunteer Program Annual Report



City of West St. Paul

BACKGROUND INFORMATION:

In 2014, the City entered into a joint powers agreement with three other Dakota County cities to create a Shared Volunteer Program. 2015 was the first full year of the program, having hired a part-time Volunteer Engagement Manager in March of 2014. City staff were instrumental in initiating and implementing this program.

In 2015, the City had 34 active volunteers and 4 active groups with another 27 volunteers. The number of hours worked by volunteers throughout the year totaled 1948. West St. Paul led the four cities in the number of volunteers and number of volunteer hours, primarily because our supervisors are very receptive to volunteers and understand their value.

We were fortunate to have received a \$2,000 grant from the MN Association of Volunteer Administrators in 2015. The award was divided evenly among the four cities, providing \$500 for each City to use toward the cost of the program.

FISCAL IMPACT: Using the most widely accepted estimate of the value of volunteer hours, the City received just under \$45,000 in volunteer time. The cost for West St. Paul's portion of the shared volunteer manager, with all ancillary costs was roughly \$7,000 in 2015, resulting in a positive value to the City of \$38,000.

RECOMMENDATION: Staff requests the City Council's acceptance of the 2015 Shared Volunteer Program Annual Report.

MULTI-CITY VOLUNTEER PROGRAM 2015 ANNUAL REPORT

Background

In late 2012, the Dakota County High Performance Partnership (HiPP) Shared Services sub-committee developed the idea of collaborating in their efforts to develop and/or enhance volunteer programs. The Committee modeled the program after Burnsville's successful volunteer program. Four cities agreed to participate and entered into a joint powers agreement in 2014. The cities include: West St. Paul, Apple Valley, Inver Grove Heights and Rosemount.

In May of 2014 the Volunteer Coordinator started at 24 hours per week. The parties agreed that West St. Paul would be the legal employer and would then bill the three other cities each one-fourth of the costs for the position, and related expenses. Each city has a designated high level administrative staff person to facilitate the Volunteer Coordinator's work for their respective cities.

In May of 2015 the title for the position was changed to Volunteer Engagement Manager, and beginning January 1, 2016 the position was increased to 32 hours allowing for a full day in each of the four cities per week. Diane also works for each city remotely, so she is keeping up with each city's needs no matter where she is working.

Volunteer Placement

The 4 cities are in different places in their identification of volunteer needs. The following statistics are considered a success to each of these cities based on where they are in their continuum.

- West St. Paul: 34 active individual volunteers, 1384 hours; 4 active groups (27 individuals), 213 hours; 9 inactive volunteers, 351 hours. Total hours: 1,948
- Apple Valley: 20 active individual volunteers, 501 hours; 2 active groups (152 individuals), 152 hours; 6 inactive volunteers, 131 hours. Total hours: 784
- Inver Grove Heights: 13 active individual volunteers, 211 hours; 1 active group, (15 individuals), 30 hours; 5 inactive volunteers, 66 hours. Total hours: 307
- Rosemount: 6 active volunteers, 310 hours; 4 inactive volunteer 53 hours. Total hours: 363

These numbers include all volunteers who are doing city wide projects, except for individuals or groups that were already in place before this program started. This does not include Committees or Commissions. It does not include groups that clean up parks, cemeteries or streets or those that monitor lakes. It also does not include volunteers (i.e. Eagle Scouts) or groups who were recruited directly through Park and Recreation or Public Works.

Value of Volunteer Hours to the Cities

The most commonly used valuation for volunteer time is the number posted every year by the Independent Sector http://independentsector.org/volunteer_time . The value they have posted currently is \$23.07 per hour. The value of volunteer hours for 2015, therefore, for the volunteers listed above is 3,402 hours x \$23.07 = \$78,484. This is an increase in value of over \$50,000 from 2014.

Roles Being Filled by Volunteers

- Office support: prep for scanning, document scanning, data entry, greeting and directing, organizing office supplies and public spaces, filing, stuffing envelopes, compiling packets, stuffing gift bags or promotional materials, phone surveys, social media assistance.
- Finance: account receivables and payables, cost analysis, audit, process improvement.
- Housing survey: surveying of properties, statistical compilation of results.
- Grant writing.
- Police Department: inventorying evidence room, special projects, rewriting a manual.
- Bird and duck nesting houses: building, placement and upkeep.
- Buckthorn removal, flower planting, mowing at golf course.
- Taking down or setting up shelves, Christmas trees, etc.
- Collecting outdated signs; delivering posters, collecting shopping carts; cleaning up trash and weeding transit stations.
- Helping at events.
- Fire Department: community education, events.

Goals and Accomplishments for 2015

1. Increase the use of volunteers in all four cities and continue to build relationships with department heads and others who currently are or would supervise volunteers.
 - Strengthened relationships with department supervisors in each of the four cities, and continued to work on creating relationships with new supervisors or those not currently utilizing volunteers in their department. Having peers of supervisors talk about the successes they have with volunteers in their department is a great help to getting other supervisors to consider a volunteer placement.
 - Worked with supervisors to make sure they understood that they would get a volunteer candidate that would be highly skilled in the task they needed done. Worked to develop a volunteer force of skill based volunteers, and also recruited to add to that pool as new skill-based volunteer opportunities arise.
 - Worked with supervisors to ensure they understand the benefits of positive and constructive feedback for their volunteers.
 - Made sure volunteers got the needed training and know the protocol for whom to contact if they need to change their scheduled shift.
2. Revise and update program print and online materials developed in 2014 along with adding additional resources in 2015.
 - Revised and updated all 2014 materials.
 - Revised website information and emailed it to the correct staff person to update.
 - Created a volunteer brochure and individual program flyers for each city.
 - Prepared this annual report for 2015 with the assistance of primary supervisor.
3. Continue to learn and utilize the many capabilities of the Volgistics database.
 - Honed skills in emailing volunteers and making design changes.
 - Learned to pull new and more complex reports.
 - Learned to utilize all of the options in the individual volunteer records.
 - Attended no cost training.

4. Promote volunteerism throughout the communities and in the field of volunteerism.
 - Was interviewed for newspaper articles in the Pioneer Press and Star Tribune.
 - Submitted articles that were published in the cities individual newsletters
 - Was interviewed on local cable TV.
 - Spoke on a panel at the annual MAVA conference.
 - Spoke on a webinar panel facilitated by MAVA.
 - Organized and facilitated the DVDC (Directors of Volunteers in Dakota County) networking group (December 2014-present).
 - Partnered with Inver Hills Community College to post city volunteer opportunities and to recruit and place interns within the cities.
 - Worked with local service agencies, churches, businesses, civic groups, etc. to match their volunteers with individual city needs.
 - Continued membership with the Government Volunteer Coordinators networking group.
 - Continued membership with MAVA (Minnesota Association of Volunteer Administrators).

6. Successfully implement \$2,000 MAVA grant. The grant was used for the cost of the Volgistics database, printing the volunteer brochure, volunteer supplies and volunteer appreciation events/gifts for the four cities.
 - Wrote and submitted requested reports.
 - Shared our volunteer materials as resources for others wanting to start a volunteer program.
 - Joined a special task force for developing tools for cities wanting to start volunteer programs, at the request of the Executive Director of MAVA.
 - Mentored cities needing guidance starting a volunteer program.
 - Participated in conference calls with MAVA's Executive Director as needed.
 - Attended the 3 day MAVA conference, and other ½ day trainings at no cost.

7. Create reports for each city that are updated monthly.
 - Provided reports to each city supervisor quarterly. Reports can be prepared, monthly upon request.
 - Tailored the reports to the individual city's needs.
 - Provided year end reports for the City Councils and management to show concrete numbers including the number of volunteers, the type of work they are doing and the number of hours per year of volunteer work.

2016 Goals

In addition to continuing goals set for 2015 that are ongoing, the following goals are added:

1. Assist each city in deciding what makes sense for volunteer recognition. Most cities invited volunteers to some kind of recognition event in 2015 with varying success.
 - Talk about what worked and what did not, and help decide with each city what is best for their volunteer base.
 - Help plan how to best distribute volunteer thank you gifts purchased through MAVA grant dollars, where applicable.
 - Plan other ways to recognize volunteers.

2. Research no cost online tools such as:
 - Volunteer scheduling software.
 - Google Docs and other resources for creating forms and sharing information.
 - Survey and evaluation tools.
2. Develop an evaluation tool to measure the experience the volunteers are having.
 - Research the best evaluation tool to capture relevant data measuring if and to what extent volunteers feel valued and appreciated, with the goal to develop insight as to where we can improve.
3. Work with supervisors and staff to add innovative roles for volunteers that will increase city resources.
 - Skill based volunteers are placed in every community. They are generally looking for high level volunteer opportunities to either build their resume or to keep their skills sharp after retirement.
 - Bring in more skill based volunteers to get projects done that are currently being pushed to the back burner month after month.
4. Increase time in the community to promote the cities volunteer programs.
 - Contact businesses, churches, schools etc, and meet to discuss volunteerism. Go to volunteer fairs, community events, business events and other venues where volunteers can be recruited. Attend meetings and no cost trainings where volunteerism can be promoted.
5. Work on a communication plan to stream-line the process where volunteers work with Diane, supervisors, department heads and others.
 - Create a formal plan that outlines the steps needed for volunteers to thrive without Diane being part of their daily volunteer experience. This is going pretty well now, but could be improved.
6. Research new no-cost training options.
 - Find new training resources now that the MAVA grant is finished.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Ross Beckwith, PW & Park Dir./City Engineer
DATE: March 14, 2016
SUBJECT: Appoint Minnesota Department of Transportation to Act as City's Agent in Accepting Federal Transportation Aid



City of West St. Paul

BACKGROUND INFORMATION:

When Federal Highway Administration (FHWA) money is involved in a City transportation project, the Minnesota Department of Transportation (MnDOT) accepts, holds and distributes those funds accordingly to the City per MN Statutes. In order for MnDOT to be allowed to participate in this process, a formal agreement must be in place between the City and MnDOT. The previous agreement has lapsed, therefore a new agreement must be executed to allow FHWA funds to continue to be distributed to the City as part of the reimbursement process. The agreement spells out the federal process that needs to be followed in order for West St. Paul to receive the FHWA funds.

FISCAL IMPACT:

There is no direct fiscal impact with this agreement; unless it is not executed.

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Staff recommends that the City appoint MnDOT to act as the City's agent in accepting federal transportation aid and enter into a Delegated Contract Process Agreement (Agreement No. 02399) with MnDOT.

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

RESOLUTION NO. 16-

**A RESOLUTION APPOINTING MN/DOT TO DELEGATE
CONTRACT PROCESS AGREEMENT NO. 02399**

WHEREAS, pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent for the City of West St. Paul to accept federal aid funds which may be made available for eligible transportation related projects; and

WHEREAS, the Mayor and City Manager are authorized to execute the MnDOT Agreement No. 02399 outlining the terms and conditions for federal aid for eligible transportation related projects.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST ST. PAUL authorizes Mayor David Meisinger and City Manager Matt Fulton to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contacted in “Minnesota Department of Transportation Agency Agreement No. 02399”, a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted by the City Council of West St. Paul this 14th day of March, 2016.

David Meisinger, Mayor

Chantal M. Doriott, City Clerk

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Ross Beckwith, PW & Park Dir./City Engineer
DATE: March 14, 2016
SUBJECT: Approve Final Payment for Carrie/Annapolis Sewer Lining - Project #14-7



City of West St. Paul

BACKGROUND INFORMATION:

Visu-Sewer has completed all work for the Carrie/Annapolis Sewer Lining Project which lined 4,260 linear feet of sanitary mainline sewer. Their work is covered by a 5-year warranty which will begin upon final payment approval. During construction, a few concrete sidewalk panels were cracked by equipment parking on the concrete. Visu-Sewer has deducted \$3,000 from their final pay estimate in lieu of replacing it which will cover the removal and replacement costs. The City will incorporate this sidewalk replacement work through a future construction contract. The City's project consultant, Donahue, also recommends that this final payment be made at this time.

FISCAL IMPACT:

The original contract amount was \$771,211.20 and the total work completed was \$751,412 or 2.6% less than the original contract amount. The final payment amount of \$57,095.60 includes payment of retainage.

		Amount
Fund:	602	
Department:	49450	
Account:	40530	\$57,095.60

STAFF RECOMMENDATION:

Staff recommends that the City Council approve final payment in the amount of \$57,095.60 to Visu-Sewer for the Carrie/Annapolis Sewer Lining Project #14-7.

TO: Mayor and City Council
THROUGH: City Manager
FROM: PW & Parks Dir./City Engineer
DATE: March 14, 2016
SUBJECT: Approve Consultant Contract for Target Turn Lane Design on Robert Street



City of West St. Paul

BACKGROUND INFORMATION:

As part of the negotiations for temporary and permanent easements along Robert Street, Kennedy & Graven came to a settlement with Target. “The City and Target agreed to a global settlement of the condemnation for the Robert Street Phase 1 and Phase 2 projects that, among other things, included an improvement for the benefit of both the City and Target. Target agreed to convey the land and TE necessary for the construction of the northbound right turn lane. The City agreed to construct the turn lane.”

In order to move forward with this turn lane, MnDOT requires a design and updated plan sheets. MnDOT has already approved this right turn lane conceptually. The next step is to get a design contract executed and perform updates to the Phase 1 and Phase 2 plan sheets. SRF, Inc. has submitted a not to exceed contract of \$10,000 to move ahead with the design implementation which includes state aid review coordination. Construction of this turn lane would be performed this summer during northbound Robert Street work. A supplemental agreement will be required for construction changes once the design is approved by MnDOT and before it can be added to Eureka’s contract.

Target’s total settlement is for \$44,462.50 plus design and construction of a new northbound right turn lane into their property. This payment includes reimbursement for relocation of their sign. Construction of the turn lane for both Phase 1 and Phase 2 are estimated at \$45,000. However, completion of the design and a corresponding cost estimate will refine this amount.

Chick-Fil-A is on schedule to start construction this summer in the existing Target parking lot. Operations of this business will increase northbound Robert Street right turning movements into the Target parking lot. Adding a designated right turn lane will improve traffic flow and safety along northbound Robert Street.

FISCAL IMPACT:

The cost of this request is for \$10,000 in the form of a not-to-exceed contract with SRF, Inc. for design and plan sheet modifications.

		Amount
Fund:	551	
Department:	43121	
Account:	41113	\$10,000

STAFF RECOMMENDATION:

Staff recommends that the City Council approve a contract with SRF to perform design services for construction of a right turn lane on Robert Street at Target for a not-to-exceed contract amount of \$10,000.

TO: Mayor and City Council
THROUGH: City Manager
FROM: PW & Parks Dir./City Engineer
DATE: March 14, 2016
SUBJECT: Approve Revision to Consultant Contract for Replacement of Lift Stations 5 & 6 Project #16-2



City of West St. Paul

BACKGROUND INFORMATION:

On November 9, 2015, the City Council approved a consultant contract with AE2S in the amount of \$91,898 for design and construction administration/inspection services of the replacement of lift stations 5 and 6.

The original contract included a line item to evaluate the 40 + year old electrical service and generator that is located at a building near Lift Station 6 that serves both lift stations, but did not include design or construction changes that resulted from this evaluation. The evaluation concluded that significant changes need to be made in order to effectively operate and back-up each of the lift stations in the event of a power outage. A power outage quickly leads to a disaster when it directly impacts the operation of a lift station.

An increase of \$17,000 is needed to bring on electrical engineering staff to design and implement the following electrical changes:

- Demolish existing undersized feeders to both lift stations
- Install a new larger circuit breaker and feeder between lift station and existing generator building at lift station 6.
- Due to load sizes, a new utility service, automatic transfer switch, and natural gas generator will be provided across the road at lift station 5.
- Bore power under the road from the generator to lift station 5 to reduce the amount of equipment in close proximity to residential homes in the area and provide added redundancy.

Secondly, there is a section of 6-inch sanitary forcemain which leaves lift station 5 and runs up Delaware Avenue to Moreland Road and discharges into an 8-inch gravity main which runs to Butler Avenue. This section of forcemain and gravity sewer is undersized, approximately 50 years old and full of patches. The new lift stations will have two pumps, with only one running at a time during normal flow. Based on the constraints of the existing forcemain and gravity sewer it would not be possible to run both pumps at the same time (at lift station 5) in an emergency situation. This section of forcemain and gravity main has been a known weak link for years. Based on the cost estimates to date, it is the right time to upsize the 6-inch forcemain to 8-inch and extend it to Butler Avenue as part of this project and remain within the CIP amount. Another benefit to including the new forcemain under the lift station contract is that sanitary bypass pumping, at a cost of thousands of dollars per day, will already be on-site and the duration of use can be lessened. The new

forcemain would be installed behind the curb which makes restoration less expensive as well. In order to survey, design and administer construction of this forcemain an amendment of \$32,000 is needed.

Project additions outlined above will add \$49,000 to the contract with AE2S for electrical and forcemain consultant services and approximately \$650,000 to the construction contract. Even with this additional work, the current CIP amount of \$2.1M is not expected to increase. Based on the CIP amount, this additional work was budgeted for, however, was not included in the original scope of services with AE2S. The City will benefit from an overall cost savings by combing all of this work. The end product would allow for full capacity usage of the new lift stations, greatly reduce incident risk and invest in critical infrastructure.

FISCAL IMPACT:

While the total additional cost of this request is \$49,000 of engineering and \$650,000 of construction, it should be noted that the total project cost will stay within the \$2.1M CIP amount.

		Amount
Fund:	402	
Department:	43121	
Account:	41151	\$49,000

STAFF RECOMMENDATION:

Staff recommends that the City Council approve a revision to the City’s existing consultant contract with AE2S increasing the not-to-exceed contract fee to \$140,898 for services on the Lift Station 5 & 6 Replacement Project #16-2.

Attachment: 1. AE2S Letter Dated February 22, 2016



February 22, 2016

Mr. Ross Beckwith
Public Works & Parks Director/City Engineer
City of West St. Paul
1616 Humboldt Ave
West St. Paul, MN 55118

Re: Lift Stations No. 5 and No. 6 – Request for Revisions to Consultant Contract

Dear Mr. Beckwith:

AE2S requests an increase in engineering fees as outline below, based on recent decisions at AE2S/City progress meetings that increase the scope of the project.

Background

The original scope of the Lift Station 5 and 6 project included two technical memoranda, but did not include design or construction changes that may result from the evaluations.

The Generator Building Electrical Evaluation Technical Memorandum reviewed the electrical service and generator that is located at a building near Lift Station 6 that serves both lift stations. The equipment was installed in the 1970s and has been maintained well over the last 40+ years, but is approaching the end of its useful reliable life. The Technical Memorandum and options were discussed with City Staff and it was determined that electrical modifications are needed and it would be beneficial to include them in the construction contract for Lift Station 5 and 6 Rehabilitation Project.

The Lift Station 5 Discharge Technical Memorandum reviewed the existing and proposed capacity of the pumps at lift station 5 and the capacity of the existing 6-inch forcemain and 8-inch gravity sewer that the pumps discharge into. The new lift station 5 is designed to meet maximum conditions with one of its two 500 gpm pumps, The majority of time one pump will run well below 500 gpm with the added variable frequency drive and no significant submergence is anticipated. However, beyond 500 gpm submergence increases until at 700 gpm the 1st manhole in the gravity sewer is 100% submerged. The Technical Memorandum and options were discussed with City Staff and it was determined that the options of running both pumps at lift station 5 at the same time during an emergency situation was very important. It was determined that the existing 6 inch forcemain, constructed in 1966 and 8-inch gravity main, constructed in 1936 should be replaced with a new 8-inch forcemain to Butler Avenue and it would be beneficial to include the work in the construction contract for Lift Station 5 and 6 Rehabilitation Project.

Project Scope Change and Impact on Engineering Fee

The resulting scope changes and impact to engineering fee are summarized below according to design, bidding and construction phases of the project.

Design Phase Changes:

Electrical Modifications beyond original scope:

- Generator Building modifications – Demo of the existing lift station 5 feed, remove step up transformer, transformer high side disconnect, and spare existing LS 5 circuit breaker
- Increase circuit breaker size and install a new Lift Station 6 feeder from the Generator Building to the Lift Station
- Coordinate a new electrical service at lift station 5 with Xcel Energy.
- Provide utility approved service entrance with automatic transfer switch in an outdoor NEMA 3R lockable enclosure.
- Provide a new natural gas 70kW engine generator for LS 5.
- Contact Cummins Sales rep and coordinate proper Portable Genset Connection for new equipment full load amps.
- Bore under roadway from County ROW site to new lift station panel

Locate generator for LS 5 in County Right of Way:

- Site survey
- Erosion control plan & details
- Site and grading plan with details
- Retaining wall plan , sections & details
- Specifications related to above that would not have been included in original scope.
- Construction cost estimating
- QA/QC

Design Forcemain for LS5:

Includes replacement of existing forcemain and forcemain extension to Butler Ave.

- Survey length of replaced and new forcemain and surrounding area
- Site plans & profiles & details
- Specifications
- Construction cost estimating
- QA/QC

Bidding Phase (for scope changes above)

- Respond to additional bidders questions

Construction Phase (for scope changes above)

- Review contractor submittals
- Record Drawings
- Project Expenses
- Construction observation & records
- Construction staking

Additional Professional Fees

To complete the proposed scope of services outlined above, AE2S proposes an increase of \$49,000 to our not-to-exceed fee. (\$17,000 for electrical and \$32,000 for forcemain.) A breakdown of our fee by phase is provided below.

Design and Bidding Services	\$35,500
Construction Services	<u>\$13,500</u>
Total Additional Fee	\$49,000

Our above fee assumes that the additional scope will be included in the lift station bid package and there will be one bid package.

We appreciate the opportunity to provide professional services to the City of West St. Paul. If you have any questions or comments regarding our proposed revisions to our contract or if you need additional information, please do not hesitate to contact me at 763-463-5036.

Sincerely,

AE2S

Nancy D. Zeigler P.E.

Nancy D. Zeigler, P.E.
Project Manager

TO: Mayor and City Council
THROUGH: City Manager
FROM: PW & Parks Dir./City Engineer
DATE: March 14, 2016
SUBJECT: Authorization to Prepare Plans and Specifications and Solicit Bids
for Replacement of Lift Stations 5 & 6 Project #16-2



City of West St. Paul

BACKGROUND INFORMATION:

This project will replace lift stations 5 and 6 to increase the amount of storage capacity and allow more efficient and reliable operations of the system pumps. It will also replace and extend old and undersized forcemain.

Lift station 5 (LS 5) is currently located at the northwest corner of Delaware Avenue (County Road 63) and Emerson Avenue facing Delaware Avenue. The new lift station will be located just around the corner on Emerson Avenue. The close proximity of the new lift station to the old will allow the existing to remain in service during much of the work. Bypass pumping is extremely expensive and this will minimize the amount of time required to bypass pump. In addition this will allow the new lift station site to be accessed along a city street instead of off a county road. A new backup generator will be installed along Delaware Avenue, south of Emerson Avenue in county right-of-way. This new generator will be in place of running new electrical from the existing generator building at lift station 6 (LS 6) all the way to LS 5 at a comparable cost.

Lift station 6 is located on the northwest corner of Smith Avenue and Ruby Drive, facing Smith Avenue. The new lift station will be constructed just around the corner and will face Ruby Drive. Like LS 5, physically moving the lift station location close-by will help with construction operations and bypass pumping. There is an existing generator building which currently feeds backup power to lift stations 5 and 6. With the new pumps, the electrical needs to be upgraded from the generator building to LS 6 to have backup power.

There is an undersized forcemain out of LS 5 which runs north to Moreland Road. This 6-inch forcemain dumps into an 8-inch gravity sanitary line which runs to Butler Avenue. Modeling shows that these two existing lines (forcemain and gravity) do not have the capacity needed to handle higher than normal flows. The worst such case of this was during a storm event in 2014 when LS 5 and LS 6 were over-capacitated and backups occurred in about 100 homes. In order to allow LS 5 to properly function, the forcemain will be upsized to 8-inch from LS 5 to Butler Avenue with this project.

There is a lead time of a few months for equipment to arrive (after a contract is awarded) until lift station construction can begin. Therefore, this project should be advertised in April to get the project completed in fall.

FISCAL IMPACT:

The 2016 CIP has \$2.1M slated for this project. Barring abnormally high bids, this project is expected to stay within the CIP amount.

		Amount
Fund:	402	
Department:	43121	
Account:	41151	\$2,100,000

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize plans and specifications and soliciting of bids for the Lift Station 5 & 6 Replacement Project #16-2.

TO: Mayor and City Council
FROM: Matt Fulton, City Manager
DATE: March 14, 2016
SUBJECT: Legislative Language Change Request



BACKGROUND INFORMATION : The 2014 Minnesota Legislature approved \$2,000,000 of bond proceeds for the purpose of predesigning, designing and constructing a pedestrian bridge over Robert Street. The City has until the end of 2018 to spend or encumber this appropriation. Dakota County is currently in the process of evaluating potential options for making the River to River Regional Trail crossing, which will include considering tunnel options. In order for any potential tunnel to be considered, legislative language needs to be approved.

DISCUSSION : Dakota County's current study is underway and is scheduled to be completed by the end of July, 2016. SEH has been hired to conduct the study. The study will include the evaluation of several options, including separated grade and an at grade crossing at Wentworth Avenue. In order to ensure adequate public input, the study will include two open houses, two presentations to the City Council and two presentations to the County Board. None of the dates for these public meetings have been scheduled yet.

The current legislative language for the 2014 appropriation was approved as follows:

West St. Paul - North Urban Regional Trail Bridge **\$2,000,000**

For a grant to the city of West St. Paul to predesign, design, and construct a pedestrian bridge for the North Urban Regional Trail as an overpass of Robert Street in the area near Wentworth Avenue in West St. Paul. This appropriation may also be used to acquire property or purchase rights-of-way needed for bridge construction. A nonstate match is not required.

In order to maximize options for the use of the bonding appropriation, the following legislative language changes are proposed:

1. Change "pedestrian bridge" to "separated crossing"
2. Change the name of the Trail from North Urban Regional Trail to "River to River Greenway".
3. Delete "as an overpass".
4. Change "bridge construction to "any separated grade"

FISCAL IMPACT None

STAFF REQUEST FOR CONSIDERATION

Staff is requesting Council authorization to work with our state legislators to propose and support the legislative changes proposed above.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Jim Hartshorn, Comm. Dev. Dir.
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: March 14, 2016
SUBJECT: Final Reading – Rezoning of 1636 Delaware



BACKGROUND INFORMATION:

At the February 22, 2016 Council meeting, Thomas I. Dodge requested approval of two applications for the subdivision of his properties at 1636 and 1708 Delaware Avenue: 1) Rezoning of 1636 Delaware from C, Conservancy to R-1C, Single Family, and 2) Plat to subdivide the existing two lots to four lots and one outlot. A public hearing was held for both requests and Council approved the first reading of the rezoning as well as the Plat to subdivide the two lots into four lots and one outlot. The request tonight is to approve the final reading of the re-zoning.

For more detailed information regarding the requests, please see the attached Planning Commission report dated February 16, 2016.

PLANNING COMMISSION:

At the February 16, 2016 meeting, the Planning Commission voted 6-0 to recommend approval of the proposed Re-zoning.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		N/A

STAFF RECOMMENDATION:

Approve the final reading of the attached ordinance rezoning 1636 Delaware from C, Conservancy to R-1C, Single-family Residential subject to the following condition:

1. Approval is contingent upon approval of the corresponding Plat application (approved by Council on 2/22/16).

TIMELINE:

Planning Commission Review – Feb. 16, 2016
Council First Reading (public hearing) – Feb. 22, 2016
Council Final Reading – March 14, 2016

Ord. No. 16-

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

**AN ORDINANCE REZONING 1636 DELAWARE AVE
FROM C, CONSERVANCY TO R-1C,
SINGLE-FAMILY RESIDENTIAL**

The City Council of West St. Paul does ordain:

SECTION 1. AMENDMENT. The Zoning Map of the City of West St. Paul is hereby amended by rezoning from C, Conservancy to R-1C, Single-family Residential for the property legally described as:

NW ¼ SW ¼ EX S 200 FT OF W 255 FT & EX PT E OF LINE BEG 1021.46 FT E OF NW COR S 8D W 128.8 FT SW 165.32 FT ON TANG CUR S 54D W 78.07 FT SW 57.51 FT ON TAN CUR CONC E S 21D W 94.06 FT S 51.44 FT ON TAN CUR CONC TO E S 214.09 FT S 13D W 176.43 FT SW'LY 64.56 FT ON TAN CUR CON TO W SW 51.10 FT ON REV CUR S 1D E 8.40 FT S 33D W 32.85 FT S 23D W 111.13 FT S 26D E 238.98 FT TO S LINE NW ¼ SW ¼ & THERE TERM, SECTION 19 TWN 28 RANGE 22.

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

Passed this 14th day of March, 2016.

Ayes:

Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

TO: Planning Commission
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: February 16, 2016
SUBJECT: Rezoning/Plat – 1636/1708 Delaware Ave

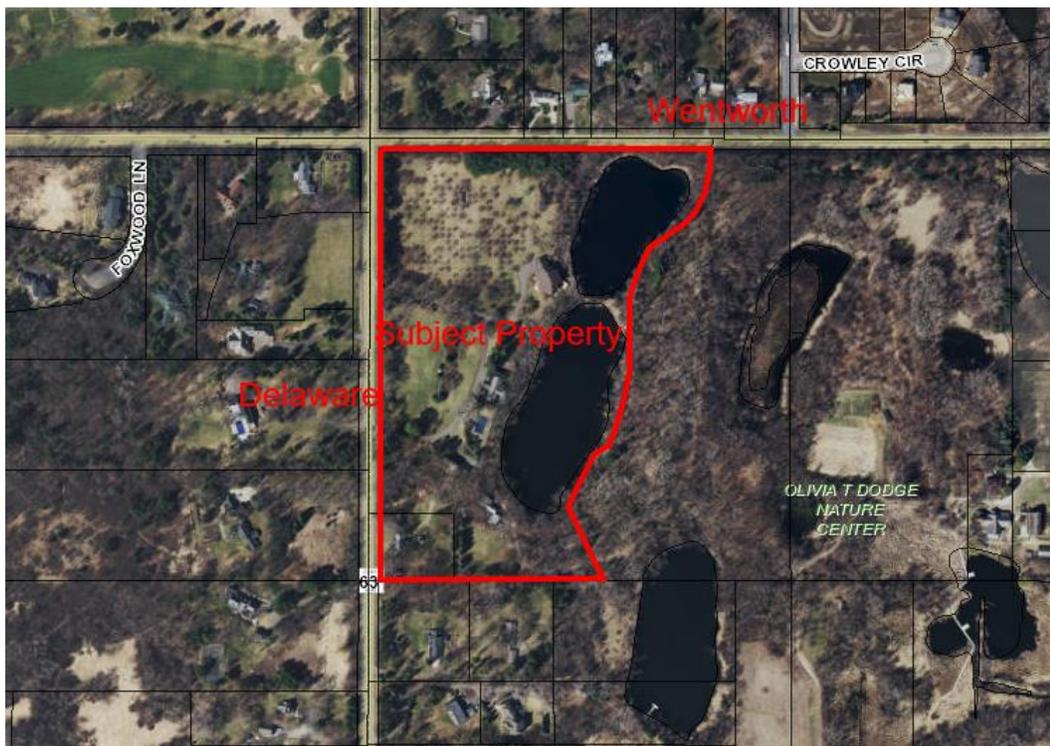


REQUEST

Thomas I. Dodge is requesting approval of two applications for the subdivision of his properties at 1636 and 1708 Delaware Avenue: 1) Rezoning of 1636 Delaware from C, Conservancy to R-1C, Single Family, and 2) Plat to subdivide the existing two lots to four lots and one outlot.

Attachments:

*Memos from the City Civil Engineer and Dakota County
Draft Rezoning Ordinance
Application
Notice
Land Use Map
Preliminary/Final Plat Drawings*



EXISTING LAND USES

The subject property currently consists of two residential lots: 1636 Delaware contains two homes, 1708 Delaware contains one home. Adjacent properties to the north, west, and south consist of single family homes. The property to the east is Dodge Nature Center.

ZONING

1636 Delaware is currently zoned C, Conservancy. 1708 Delaware is currently zoned R-1C, Single Family. Adjacent properties to the north and south are zoned R1-C Single Family. Adjacent properties to the west (Mendota Heights) are zoned single family. The adjacent property to the east is zoned C, Conservancy.

BACKGROUND

The applicant is requesting the ability to subdivide the existing two lots into four lots and one outlot (ponds). There are currently a total of three homes on the two properties, two on the Dodge family property (1636 is the applicants home and 1668 is the old family home currently being rented) and one at 1708 Delaware (caretaker's home).

The applicant is not proposing any redevelopment at this time. The request is to simply put the family in better position for possible future redevelopment. The proposed subdivision of the property will allow for each existing home to be located on its own separate lot and creating a new lot on which a new home can be built, allowing the family the ability to sell individual homes and/or redevelop them as single-family lots.

Staff is recommending a condition of approval requiring the applicant apply for and obtain a rental license for the homes located at 1668 and 1708 Delaware that are rented to non-family members. The applicant must obtain the rental licenses before the city will sign off on recording the plat.

REZONING ANALYSIS

The applicant is requesting to re-zone 1636 Delaware from C, Conservancy to R-1C, Single Family Residential (1708 Delaware is currently zoned R-1C). If you may recall, the Planning Commission reviewed a Land Use Map amendment last fall to change the land use designation for 1636 Delaware from "Parks and Recreation" to "Single Family Residential". The land use map amendment was required in order to rezone the property from C, Conservancy to R-1C, Single Family Residential. The City Council approved the land use map amendment which was then submitted to the Metropolitan Council and approved.

Staff believes that R-1C zoning is appropriate zoning for the property based on the following:

- Current Use of Property – The property is currently being used as residential.
- Proposed lot sizes – The proposed lots are similar in size to surround single family lots.
- Surrounding Uses – With the exception of the Dodge Nature Center to the east, all surrounding uses are single family.
- Zoning of adjacent parcels – With the exception of the Dodge Nature Center to the east, all surround parcels are zoned Single Family.

- Land Use Plan Map – the Land Use Map (Comprehensive Plan) calls for “Single Family” uses for the subject properties.

PLAT ANALYSIS

The existing two properties consist of 23.69 acres, which are both owned by the applicant. The proposed subdivision will result in four lots and one outlot:

- Lot 1 consisting of 6.08 acres (current owner residence)
- Lot 2 consisting of 4.03 acres (former family home to remain)
- Lot 3 consisting of 1.94 acres (existing home to remain)
- Lot 4 consisting of 2.23 acres
- Outlot A consisting of 6.8 acres (pond area)

Access

Since Lot 4 does not have street frontage, Staff is recommending a condition of approval requiring an access easement be recorded through Lots 2 and 3 benefiting Lot 4. As discussed below, future access for Lots 3 and 4 shall be shared with Lot 2 per county spacing requirements.

Dakota County Review

Since the proposed plat abuts Wentworth Ave and Delaware Ave, which are both county roads, the Dakota County Plat Commission reviewed the proposed plat at their February 8, 2016 meeting. The County is requesting the following:

1. Five additional feet of right-of-way shall be dedicated to both Wentworth and Delaware Avenues.
2. Access shall be restricted on Wentworth Ave
3. Access shall be restricted to the two most northerly existing access drives on Delaware. Future access to Lots 3 and 4 shall share access with the existing drive for Lot 2.
4. No work shall be allowed in the Wentworth Ave right-of-way until a permit is obtained from the Dakota County Transportation Department.

The County has stated that they will consider allowing temporary access for Lot 3 in the location of one of the existing accesses to Delaware during final review. At time of preliminary review, they were unsure of the current use of the home located on Lot 3.

Staff is recommending a condition of approval requiring the applicant to adhere to the requests of the County.

City Civil Engineer Review

The City’s Civil Engineer has provided a memo with the following recommended condition pertaining to the Preliminary/Final Plat (see attached memo) which is included in Staff’s recommendation (condition 7):

1. If any of the lots are redeveloped in the future, water and sewer hook-ups to City infrastructure will be required.

Parkland Dedication

Staff is recommending a condition of approval that parkland dedication fees will be due upon application of a building permit for any new homes.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the REZONING of 1636 Delaware Ave from C, Conservancy to R-1C, Single-family Residential subject to the following condition:

1. Approval is contingent upon approval of the corresponding Plat application.

Staff recommends APPROVAL of the PRELIMINARY/FINAL PLAT subject to the following conditions:

1. Approval is contingent upon approval of the corresponding rezoning application.
2. The plat shall be recorded at the County Recorder's Office within 12 months of city approval.
3. Prior to recording, the applicant must apply for and obtain all required rental licenses for homes on the property that are being rented to non-family members.
4. The applicant shall prepare and record an access easement through Lots 2 and 3 benefiting Lot 4 as shown on the plat.
5. Parkland dedication fees will be required upon application of a building permit for any new home.
6. The plat shall adhere to the requests of Dakota County per the letter dated February 10, 2016.
7. If any of the lots are redeveloped in the future, water and sewer hook-ups to City infrastructure will be required.



CITY OF WEST ST. PAUL

1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118-3972

MUNICIPAL CENTER 651-552-4100
PARKS/RECREATION 651-552-4150
FAX 651-552-4190

POLICE 651-552-4200
FIRE 651-552-4176
TDD 651-552-4222

REZONING APPLICATION

Filing Fee: \$325.00

Escrow Amount: \$800.00

TOTAL FEES \$1,125.00

(OFFICE USE ONLY)

CASE NO. 16-01
DATE RECEIVED 1/22/16
RECEIPT # _____
60 DAY DATE 3/22/16

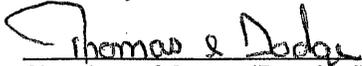
1. STREET ADDRESS OF PROPERTY 1636/1668/1708 Delaware Avenue
2. NAME OF APPLICANT Thomas I. Dodge Phone # (651) 341-8930
3. ADDRESS OF APPLICANT 1636 Delaware Avenue Email 9magic@comcast.net
West St. Paul, MN 55118 dhellmuth@hlawfirm.com
4. NAME OF OWNER Same Phone # Same
5. ADDRESS OF OWNER Same Email _____
6. LEGAL/PID # 42-01900-54-023/021/010
7. PRESENT ZONING C PROPOSED ZONING R1
8. PRESENT USE Conservancy PROPOSED USE Single Family
9. WHAT CHANGED OR CHANGING CONDITIONS MADE THE PASSAGE OF THIS AMENDMENT NECESSARY Applicant is subdividing the existing parcel to create additional lots.
10. WHAT IS THE EFFECT OF THE PROPOSED AMENDMENT? N/A. All existing homes are single-family homes. Therefore, proposed rezoning will bring all existing homes into compliance.
11. WHAT ERROR, IF ANY, IN THE EXISITING ORDINANCE WOULD BE CORRECTED BY THE PROPOSED AMENDMENT? N/A
12. WHAT OTHER CIRCUMSTANCES JUSTIFY THE AMENDMENT? N/A

EXHIBITS REQUIRED

1. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 paper copies in sets and folded, of a map or plat showing the lands proposed to be rezoned and all lands within 350 feet of the boundaries of the property proposed to be rezoned.
2. Written proof of ownership or legally recognized financial interest of the property on which the rezoning is requested. **SEE ATTACHED TITLE COMMITMENT.**

ACKNOWLEDGE AND SIGNATURE

The undersigned hereby represents upon all penalties of law, for the purpose of inducing the City of West St Paul to take action herein requested, that all statements herein are true and that all work herein mentioned will be done in accordance with the Ordinances and all Codes of the City of West St Paul and the State of Minnesota.



Signature of Owner (Required)

651-341-8930

Phone Number

Signature of Applicant (If different)

Phone Number

NOTE: All Materials relevant to this Application must be filed on or before the dates listed on the Operating Procedures for Applicants page. The Planning Commission holds its regular meeting at 7:00pm on the third Tuesday of each month.

FEES

1. The fees to be paid by each applicant for each zoning request shall be as prescribed by the City Council. Fees shall be payable at the time applications are filed with the Zoning Administrator and are not refundable unless the application is withdrawn prior to being sent for legal publication and notice. There shall be no fee in the case of applications filed in the public interest by the City Council or the Planning Commission. Fees shall include the application fee, filing fees, consultants, legal, planning, and engineering fees.
2. Applicants shall deposit with the City, together with the application filing fees, the sums required by City Council resolution toward prepayment of the Consultants and Attorneys expenses and all costs to be billed and charged to the City. The prepayment amounts shall be a credit toward all reasonable fees and expenses charged by the Consultants to the City in the investigation report and recommendation to the City Council concerning the application. All reasonable expenses and fees in excess of the deposit, shall be paid by the applicant to the City within 30 days of final action on the matter by the City. If not paid within 30 days, the account shall be deemed delinquent. If the fees and expenses incurred by the City from the Consultants are less than the amount of deposit, such excess shall be returned to the applicant upon final action by the City in said manner.

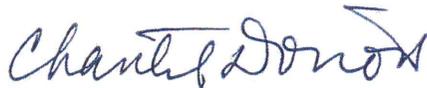
**CITY OF WEST ST. PAUL
NOTICE OF PUBLIC HEARINGS**

TO WHOM IT MAY CONCERN:

The listed item below will be a public hearing at the Planning Commission meeting on February 16, 2016 at 7:00 p.m. and a public hearing at the City Council meeting on February 22, 2016 at 6:30 p.m.:

CASE #16-01 – Applications for the subdivision of 1636 and 1708 Delaware Avenue: 1) Rezoning from C, Conservancy District to R1-C, Single Family Residential; and 2) Plat to subdivide the existing two lots into four lots and one outlot – Thomas I. Dodge

Interested persons will be heard at these meetings. If you have any questions, please contact City Planner Ben Boike at 651-552-4134. If you need any type of accommodation to participate in the meeting, please contact the ADA Coordinator at 651-552-4102 at least 5 (five) business days prior to the meeting.

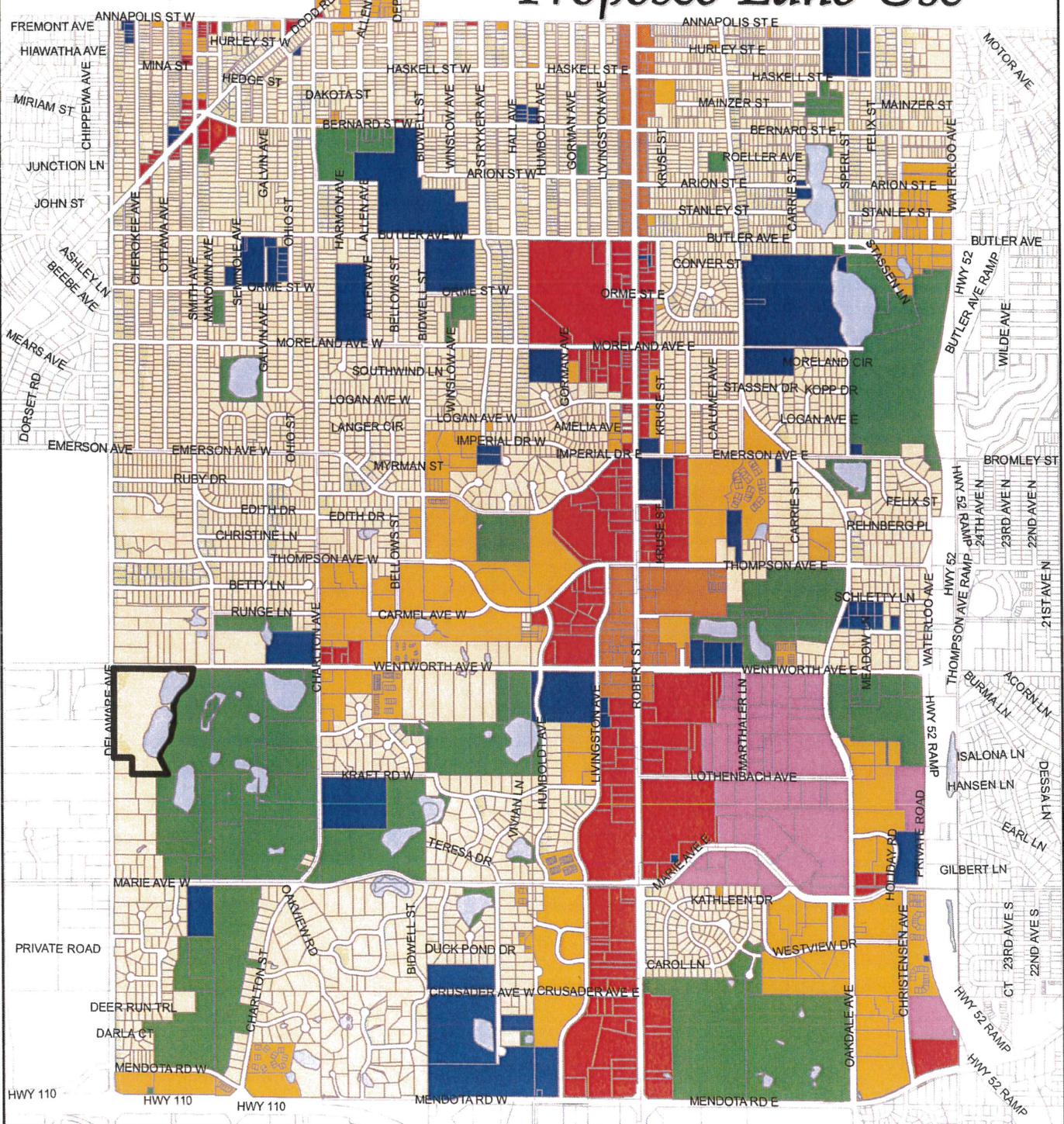


Chantal M. Doriott
City Clerk
City of West St. Paul

Published: February 7, 2016

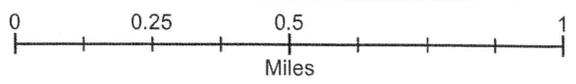
2030 Comprehensive Plan Update

West St. Paul Proposed Land Use



LEGEND

- | | |
|---|--|
|  SINGLE FAMILY |  INDUSTRIAL |
|  MULTI-FAMILY |  PARKS AND RECREATION |
|  MIXED USE |  PUBLIC / SEMIPUBLIC |
|  COMMERCIAL |  WATER |



Source: Dakota County Parcels Map

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
 Jim Hartshorn, Comm. Dev. Dir.
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: March 14, 2016
SUBJECT: Provisional License Review – 212/232 Thompson Ave W



City of West St. Paul

BACKGROUND INFORMATION:

The rental licenses for 212/232 Thompson Ave W. have been on a Provisional License since April 13, 2015. The Council last reviewed the status of the license on November 23, 2015. At that time, Council opted to continue the provisional license for a period of four months. The approved resolution outlining the conditions of the provisional license is attached.

Code Enforcement

The owner has received zero (0) code compliance notices for the Maintenance Standards, city code violations, and Repeat Nuisance Service Call Fees since the last review by Council on November 23, 2015.

Police Department

The owner has received zero (0) valid police calls since the last review by Council on November 23, 2015.

The Owner continues to work cooperatively with the City, following the Council’s mitigation plan and achieving positive results. However, since many of the previous issues were related to property maintenance and tenant behavior during the warm weather months, Staff is recommending that the provisional license be continued until the next license renewal (next renewal is tentatively scheduled for November 2016 per the new 12-month renewal calendar). Should the owner continue to satisfy the conditions outlined in the mitigation plan, the provisional license can be lifted at that time.

FISCAL IMPACT:

N/A

Application Fees Received:		Amount:
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Staff is recommending that Council approve the attached resolution extending the provisional license and conditions listed until the next license renewal.

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

RESOLUTION NO. 15- 117

**RESOLUTION TO CONTINUE THE
PROVISIONAL RENTAL LICENSE
FOR A PERIOD OF FOUR MONTHS
FOR 212 & 232 THOMPSON AVE W, WEST ST. PAUL**

WHEREAS, Gregory Mailand (Mailand Properties), (the "Owner") is the owner of certain real property located at 212 and 232 Thompson Ave W, West St. Paul (the "Properties"); and

WHEREAS, on December 18, 2014, the City received a completed rental dwelling applications for the Properties so that the Owner could begin renting the Property; and

WHEREAS, on April 13, 2015, the City Council approved a Provisional Rental Dwelling License with conditions for a period of sixty (60) days due to the nuisance activity and number of code violations on the Properties; and

WHEREAS, on July 13, 2015, the City Council continued the Provisional Rental License for a period extending into fall of 2015; and

WHEREAS, on November 23, 2015, the City Council reviewed the status of the Provisional License, during which the City presented its evidence and the Owner was given an opportunity to be heard; and

WHEREAS, following the testimony, due to previous nuisance activity at the Property, the Council continued the Provisional Rental License for a period of four months.

NOW THEREFORE, BE IT RESOLVED, that the City Council continues the Provisional status of the Rental Licenses for 212 & 232 Thompson Ave W for a period of four months with the following conditions:

1. The Owner applies for the annual Rental License in a timely manner,
2. The Owner maintains the property to the following Maintenance Standards:
 - a. Building Code
 - b. Housing Code
 - c. Animal Ordinance
 - d. Fire Prevention Code
 - e. Repeat Nuisance Service Calls
 - f. Parked or Stored Motor Vehicles

g. Public Nuisance Ordinance

3. The Owner maintains the property and there are no compliance letters for noxious matter, long grass and weeds, keep sidewalks clear of snow and ice, and no dumping or leaving of garbage/rubbish or junk,
4. The Owner will maintain a STAR Level II participation level and the Owner or a staff member will attend 50% of scheduled ROMA meetings;
5. The Owner provides the City with a current copy of any requested lease,
6. All adult persons living at the residence must sign a lease,
7. All adult persons listed on a lease must sign a Crime-Free Lease Addendum,
8. Upon request, the Owner provides the results of the criminal background check of tenants to the Police Department,
9. The Owner works with the City in resolving any unidentified issue or concern that may be disruptive to the peace and harmony of the neighborhood.

Adopted by the City Council of the City of West St. Paul this 23rd day of November, 2015.

Ayes: 6 Nays: 0

Attest: 0



David Meisinger, Mayor



Chantal Doriott, City Clerk

On Motion of

Seconded by

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

RESOLUTION NO. 16-

**RESOLUTION TO CONTINUE THE
PROVISIONAL RENTAL LICENSE
FOR 212 & 232 THOMPSON AVE W, WEST ST. PAUL
UNTIL THE NEXT LICENSE RENEWAL**

WHEREAS, Gregory Mailand (Mailand Properties), (the “Owner”) is the owner of certain real property located at 212 and 232 Thompson Ave W, West St. Paul (the “Properties”); and

WHEREAS, on December 18, 2014, the City received a completed rental dwelling applications for the Properties so that the Owner could begin renting the Property; and

WHEREAS, on April 13, 2015, the City Council approved a Provisional Rental Dwelling License with conditions for a period of sixty (60) days due to the nuisance activity and number of code violations on the Properties; and

WHEREAS, on June 11, 2015, the City received a completed rental dwelling re-application for the Properties so that the Owner could begin renting the Property; and

WHEREAS, on July 13, 2015, the City Council continued the Provisional Rental License for a period extending into fall of 2015; and

WHEREAS, on November 23, 2015, the City Council continued the Provisional Rental License for a period extending four months; and

WHEREAS, on March 14, 2016, the City Council reviewed the status of the Provisional License, during which the City presented its evidence and the Owner was given an opportunity to be heard; and

WHEREAS, following the testimony, despite continued cooperation of the Owner and zero code compliance cases and zero valid nuisance related police calls, the Council continued the Provisional Rental License until the next license renewal date to assure continued compliance through the summer months.

NOW THEREFORE, BE IT RESOLVED, that the City Council approves the continuation of the approved Provisional Rental Dwelling License for 212 & 232 Thompson Ave W to Gregory Mailand (Mailand Properties) until the next license renewal with the following conditions:

1. The Owner applies for the annual Rental License in a timely manner,

2. The Owner maintains the property to the following Maintenance Standards:
 - a. Building Code
 - b. Housing Code
 - c. Animal Ordinance
 - d. Fire Prevention Code
 - e. Repeat Nuisance Service Calls
 - f. Parked or Stored Motor Vehicles
 - g. Public Nuisance Ordinance
3. The Owner maintains the property and there are no compliance letters for noxious matter, long grass and weeds, keep sidewalks clear of snow and ice, and no dumping or leaving of garbage/rubbish or junk,
4. The Owner will maintain a STAR Level II participation level and the Owner or a staff member will attend 50% of scheduled ROMA meetings;
5. The Owner provides the City with a current copy of any requested lease,
6. All adult persons living at the residence must sign a lease,
7. All adult persons listed on a lease must sign a Crime-Free Lease Addendum,
8. Upon request, the Owner provides the results of the criminal background check of tenants to the Police Department,
9. The Owner works with the City in resolving any unidentified issue or concern that may be disruptive to the peace and harmony of the neighborhood.

Adopted by the City Council of the City of West St. Paul this 14th day of March, 2016.

Ayes:

Nays:

Attest:

David Meisinger, Mayor

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: March 14, 2016
SUBJECT: Provisional Rental License Review – 966/976 Robert St.
(Blew Holdings LLC/101 Condos LLC/401 Condos LLC)



City of West St. Paul

BACKGROUND INFORMATION:

Council converted all licensed rentals under the ownership of Blew Holdings LLC (also under the name of 101 Condos LLC and 401 Condos LLC) at 966/976 Robert to a Provisional License on September 28, 2015 (29 units in total). At the December 15, 2015 meeting, Council reviewed the status of the Provisional License/mitigation plan as well as considered two new applications for two additional rental licenses at the same property. Based on a variety of issues relating to the conditions of the property and tenant behavior, Council opted to continue to the Provisional License for the existing 29 rental units and deny the two new license applications. Council directed Staff to provide a status update in three months.

PROVISIONAL LICENSE REVIEW:

Police Department

The Police Department has received a total of 6 valid police calls over the past three months for the 29 licensed units under the ownership/management of Blew Holdings LLC/101 Condos LLC/401 Condos LLC (see attached CAD Summaries).

Code Enforcement

Two compliance letters were issued in February, one for trash in the parking lot and one for a broken garage door (see attached). In addition, Staff has been out to the property multiple times and noticed an overall lack of cleanliness in the hallways (lack of vacuuming, etc. - see attached pictures) as well as the smell of marijuana.

Staff has also responded to several complaints regarding the heating system in the 976 building. In late December, Staff required the owner to provide something in writing from a certified heating professional stating that the heating system is functional which, after some repairs, was provided.

After receiving additional complaints in February, the Building Official conducted another inspection of the system. According to the Building Official the system is functional. He requested that the Owner perform a system bleed and which took care of the problem. In addition, boiler systems do not provide immediate heat that a

forced air system does. If the thermostat in any particular unit is turned down, it does not immediately provide heat when the thermostat is turned back up (it is a radiant heat system).

City Service Call Calculation

Per the recent ordinance changes adopted by Council a license hearing can be set for rental complexes that exceed .5 city service calls per unit. Over the past three months, a total of 8 city service calls can be attributed to the 29 units and common areas (6 valid police calls and 2 code compliance letters as noted above). The 8 calls over the three months equate to 32 calls if prorated to twelve months or 1.1 calls per unit. As a result, based on the calls received over the past three months, maintenance and tenant behavior continue to be issues at the property.

With that said, since the 29 units are all condos, each unit is licensed individually as a single family unit. Therefore, if Council considers revocation of any of the licenses in the future, each license must be revoked on an individual basis based on the specific activity at each unit. In addition, a license hearing must be set should the Council wish to revoke any of the individual licenses.

MITIGATION PLAN REVIEW:

Below is the approved mitigation plan adopted by Council on September 28, 2015 with proposed amendments based on completed tasks and new recommendations as noted (***an update for each condition is provided in bold italics***):

- a) The Owner will apply for future License renewals in a timely manner; ***On-going***
- b) Upon request, the Owner will provide the City with a current copy of any lease used for the Properties; ***Owner is cooperating/On-going***
- c) Upon request, the Owner will provide the results of any rental criminal background check on his tenants to the police department; ***Owner is cooperating/On-going***
- d) The owner shall employ the services of a professional third party vendor to conduct background checks on prospective tenants; ***On-going/Satisfied***
- e) The Owner shall develop and utilize a city approved Application Qualification Criteria policy to identify tenants accepted or denied; ***Satisfied***
- f) All adult persons living at one of the Owner's units must sign a lease and any required addendum. No more than three unrelated persons may reside in any unit; ***No known violations to date/On-going***
- g) The Owner will utilize and enforce a Crime-Free Lease addendum. All residents must sign this addendum including an acknowledgment that a substantial violation of this addendum is grounds for eviction; ***No known violations to date/On-going***

- h) The Owner will aggressively enforce his leases and subsequent addendums requirements, using trespass notices and evictions as tools for significant and/or persistent violators; **Work in progress. Changes have been made to leases, however trespass enforcement and lease enforcement are still works in progress.**
- i) The Owner ensures that tenants, visitors, guests or other individuals do not unduly disrupt neighbors by loud and boisterous noises, swearing, yelling, and loitering; **No issues/Ongoing**
- j) The Owner ensures that tenants, visitors, guests and other individuals do not create excessive or disruptive vehicular traffic, conditions that block other drivers or access to unit garages; **Good on-site, issues on side streets**
- k) The Owner will ensure that tenants, visitors, guests and other individuals that are associated with or known to be involved in criminal activities are not allowed on the premises and if they return a trespass notice will be filed with the police department and enforced by the Owner; **Work in progress - trespass enforcement**
- l) The Owner, the Owner's staff or the Owner's associates, will not discourage residents, visitors or neighbors from calling the police, emergency responders or other City services; **No issues/On-going**
- m) The Owner will maintain a STAR Level II participation level and the Owner or a staff member will attend 50% of scheduled ROMA meetings; **Owner regularly attends/On-going**
- n) ~~The Owner will complete phase one of the Crime Free Rental Housing Training within six months or as soon as the training becomes available, whichever is shorter;~~ **Completed on December 8, 2015, condition can be removed**
- o) The Owner will hire an independent third party manager to be present on-site during regular business hours (8-4:30 ~~Monday through Friday~~) 7-days a week to address issues and monitor tenant behavior.; ~~The Owner shall provide one of the his vacant units as an office for the management company. The office shall be accessible to his tenants in both buildings and shall be in place within 30 days.~~ **The Owner has been using a relative for on-site management. Staff is recommending that a third party company be required to provide mediation between the Owner and the tenants.**
- p) A security video system, meeting the police department's requirements for security and monitoring, will ~~be installed and~~ remain functional as long as the Owner operates under a City-issued rental license at this location. In addition, upon reasonable request, the police department will be provided access to inspect the security system and receive security recordings of specifically requested time periods and locations in a timely manner; **Satisfied, system was installed and is functional.**

- q) ~~When ordered by the City Council, t~~The Owner will provide onsite security services for those hours when the ~~Property Management Company Owner or the Owner's staff is~~ not onsite. ~~This requirement will be in effect for 90 days starting eight business days from the date of this resolution. After 60 days of security services the Owner may request the Council to rescind this requirement should problems and issues with his apartments be significantly reduced.~~ Prior to security services being deployed, the Owner, City staff and the security firm will meet and agree on security services focus areas; **Original 90 days was satisfied. Given continued tenant behavior issues, Staff is proposing to amend the condition to allow Council the authority to require on-site security at any time.**
- r) The Owner will ~~create, post, and~~ maintain building and individual door stickers stating who is managing the property or specific apartment unit and what 24x7 telephone number can be called for emergencies. The door stickers must be 1½ inches by 3 inches or larger and lobby signs must be at least 3 inches by 5 inches, both must be posted in a conspicuous place. Individual door stickers are not required should the entire complex be managed by one licensee. Afterhours staff must promptly answer telephone calls and, if need be, respond in a timely manner; **Satisfied**
- s) The Owner will maintain the property to the following Maintenance Standards:
On-going
- Building Code
 - International Property Maintenance Code
 - Animal Ordinance
 - Fire Prevention Code
 - Repeat Nuisance Service Calls
 - Parked or Stored Motor Vehicles
 - Public Nuisance Ordinance - **6 valid police calls**
- t) In addition to the above, the Owner will maintain the property as not to receive compliance letters for noxious matter, long grass and weeds, garbage, rubbish or junk, and sidewalks not kept clear of snow and ice; **two compliance letters (see attached)**
- u) The Owner will operate the facility as not to receive any Repeat Nuisance Service Call Fees; **None to date.**
- v) ~~In addition to the regular license fee, t~~The Owner will pay ~~an additional~~ \$1,200 for cover the cost of this mitigation plan. The \$1,200 fee will be invoiced and payable 60 days from the date of this resolution; **Original fee of \$1,200 was paid. Staff is recommending a new fee of \$1,000 to cover the revised mitigation plan.**
- w) The Owner will cooperatively work and meet with City staff in resolving any unidentified issue or concern that may be disruptive to the peace and harmony of the neighborhood; **On-going**

- x) The Owner will coordinate monthly inspections of the common areas with the Building Official and Code Enforcement Officer. ***On-going***

LETTER FROM THE OWNER:

The Owner has provided the attached letter for Council review. The letter outlines the history of his interest in the property as well as history regarding the makeup of the Twin Pine Condominium Association (TPCA) over recent years.

FISCAL IMPACT:

		Amount:
Fund:	101	
Department:	30000	
Account:	32199	

STAFF RECOMMENDATION:

Staff is recommending that the Council adopt the attached Resolution amending the Provisional License as noted and extending the Provisional status for an additional six months. The proposed resolution includes the recommended amendments to condition O. Staff believes that a management company would provide needed third party management of the property as well as needed on-site support for the residents of the property. The condition requires that the license holding utilize one of the two vacant units as an office for the management company. Should conditions/issues persist prior to the six month review Staff will set a hearing date accordingly.

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

RESOLUTION NO. 16-

**RESOLUTION AMENDING THE PROVISIONAL LICENSE/
MITIGATION PLAN FOR BLEW HOLDINGS, LLC
(ALSO KNOWN AS 101 CONDOS LLC & 401 CONDOS LLC)
AT 966 AND 976 ROBERT STREET SOUTH,
WEST ST. PAUL FOR A PERIOD OF SIX MONTHS**

WHEREAS, Blew Holdings, LLC, 101 Condos LLC, and 401 Condos LLC (the “Owner”) is the owner of twenty-nine condominium units located at 966 and 976 Robert Street, West St. Paul (the “Property” or “Properties”); and

WHEREAS, on December 15, 2014, the City Council approved rental dwelling licenses (“Licenses”) for each of the condominium units; and

WHEREAS, the City provided notice to the Owner that due to excessive police calls and nuisance activity associated with tenants occupying rental units that pursuant to City Code Section 1005.25 the Council would consider taking action against the Owner’s Licenses including suspension, revocation, adding conditions or converting the Licenses to Provisional Licenses; and

WHEREAS, on September 28, 2015, the City Council held a hearing and considered the Licenses under the ownership of Blew Holdings, LLC , during which the City presented its evidence and the Owner was given an opportunity to be heard; and

WHEREAS, following the hearing, after considering all evidence presented, the Council converted the Licenses to Provisional Licenses and adopted an appropriate mitigation plan; and

WHEREAS, on March 14, 2016, the City Council reviewed the Provisional License/Mitigation Plan and approved an amendment to the Mitigation Plan by requiring a third party on-site management company 7-days a week.

NOW THEREFORE, BE IT RESOLVED, that the City Council amends the Provisional License under the ownership of Blew Holdings, LLC at 966 and 976 Robert Street to Provisional Licenses with the following mitigation plan for a period of six months:

- a) The Owner will apply for future License renewals in a timely manner;
- b) Upon request, the Owner will provide the City with a current copy of any lease used for the Properties;
- c) Upon request, the Owner will provide the results of any rental criminal background check on his tenants to the police department;

- d) The owner shall employ the services of a professional third party vendor to conduct background checks on prospective tenants;
- e) The Owner shall develop and utilize a city approved Application Qualification Criteria policy to identify tenants accepted or denied;
- f) All adult persons living at one of the Owner's units must sign a lease and any required addendum. No more than three unrelated persons may reside in any unit;
- g) The Owner will utilize and enforce a Crime-Free Lease addendum. All residents must sign this addendum including an acknowledgment that a substantial violation of this addendum is grounds for eviction;
- h) The Owner will aggressively enforce his leases and subsequent addendums requirements, using trespass notices and evictions as tools for significant and/or persistent violators;
- i) The Owner ensures that tenants, visitors, guests or other individuals do not unduly disrupt neighbors by loud and boisterous noises, swearing, yelling, and loitering;
- j) The Owner ensures that tenants, visitors, guests and other individuals do not create excessive or disruptive vehicular traffic, conditions that block other drivers or access to unit garages;
- k) The Owner will ensure that tenants, visitors, guests and other individuals that are associated with or known to be involved in criminal activities are not allowed on the premises and if they return a trespass notice will be filed with the police department and enforced by the Owner;
- l) The Owner, the Owner's staff or the Owner's associates, will not discourage residents, visitors or neighbors from calling the police, emergency responders or other City services;
- m) The Owner will maintain a STAR Level II participation level and the Owner or a staff member will attend 50% of scheduled ROMA meetings;
- n) The Owner will hire an independent third party manager to be present on-site during regular business hours (8-4:30 p.m.) 7-days a week to address issues and monitor tenant behavior. The Owner shall provide one of his vacant units as an office for the management company. The office shall be accessible to his tenants in both buildings and shall be in place within 30 days.;
- o) A security video system, meeting the police department's requirements for security and monitoring, will remain functional as long as the Owner operates under a City-issued rental license at this location. In addition, upon reasonable request, the police department will be provided access to inspect the security system and receive security recordings of specifically requested time periods and locations in a timely manner;
- p) When ordered by the City Council, the Owner will provide onsite security services for those hours when the Property Management Company not onsite. Prior to security services being

deployed, the Owner, City staff and the security firm will meet and agree on security services focus areas;

- q) The Owner will maintain building and individual door stickers stating who is managing the property or specific apartment unit and what 24x7 telephone number can be called for emergencies. The door stickers must be 1½ inches by 3 inches or larger and lobby signs must be at least 3 inches by 5 inches, both must be posted in a conspicuous place. Individual door stickers are not required should the entire complex be managed by one licensee. Afterhours staff must promptly answer telephone calls and, if need be, respond in a timely manner;
- r) The Owner will maintain the property to the following Maintenance Standards:
 - Building Code
 - International Property Maintenance Code
 - Animal Ordinance
 - Fire Prevention Code
 - Repeat Nuisance Service Calls
 - Parked or Stored Motor Vehicles
 - Public Nuisance Ordinance
- s) In addition to the above, the Owner will maintain the property as not to receive compliance letters for noxious matter, long grass and weeds, garbage, rubbish or junk, and sidewalks not kept clear of snow and ice;
- t) The Owner will operate the facility as not to receive any Repeat Nuisance Service Call Fees;
- u) The Owner will pay \$1,000 for cover the cost of this mitigation plan. The \$1,000 fee will be invoiced and payable 60 days from the date of this resolution;
- v) The Owner will cooperatively work and meet with City staff in resolving any unidentified issue or concern that may be disruptive to the peace and harmony of the neighborhood;
- w) The Owner will coordinate monthly inspections of the common areas with the Building Official and Code Enforcement Officer.

Adopted by the City Council of the City of West St. Paul this the day of March 14, 2016.

Ayes:

Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

CAD Activity Report

Date Range: 12/15/2015 12:00:00 AM - 12/31/2016 11:59:59 PM

Badge(s):

Address(s): 966 Robert, 976 Robert

Dispo(s):

CAD #:	WS151218024153	Location:	966 ROBERT ST S	Type:	REPO-PRIVATE TOW
Rpt #:		Apt #:		Dispo:	INF
Create:	12/18/2015 9:13:58 PM	RP Name:	[REDACTED]	Unit #:	
Dispatch:		RP Addr:		Officer:	
Arrive:		RP Phone:	[REDACTED]		
Clear:	12/18/2015 9:14:00 PM				

Comments:

Incident Initiated By: EM/SMITH, P
 BLACK FORD EXPEDITION LIC/001NHZ
 Primary Event: MAIN Opened: 15/12/18 21:14

CAD #:	WS151219024213	Location:	976 ROBERT ST S	Type:	DRUG ACTIVITY
Rpt #:		Apt #:	305	Dispo:	RPT
Create:	12/19/2015 5:46:34 PM	RP Name:	[REDACTED]	Unit #:	2639
Dispatch:	12/19/2015 5:47:09 PM	RP Addr:		Officer:	SASS, JOSEPH JEREMY
Arrive:	12/19/2015 6:08:21 PM	RP Phone:	[REDACTED]		
Clear:	12/19/2015 6:30:34 PM				

Comments:

Incident Initiated By: EM/PROKOPOWICZ, M
 PARTY WALKED OUT OF AN APT ON THE THIRD FLOOR WITH A BAG OF MARIJUANA
 Primary Event: MAIN Opened: 15/12/19 17:46
 OCCURED TEN MINUTES AGO
 RP DOESN'T THINK THEY'RE ON SCENE ANYMORE
 UNK WHAT APT THEY WALKED OUT OF
 THREE B/M - ALL THIN. A GRAY SWEATER AND BLUE JEANS / DARKER BLUE STRIPED SHIRT AND BLUE JEANS / MAROON HAT, BLK SWEATER, BLUE JEANS. RP HAS A RECORDING OF THEM.
 DETERMINED THE MALES WERE COMING FROM #305
 LOC INFO REVIEWED: C
 9271
 LIBRA, LUCY ANNE.DOB/19720714
 15004416
 Route Closed: MAIN RPT
 Incident Closed: 15/12/19 18:30

VALID #1

CAD #:	WS151220024230	Location:	[REDACTED]	Type:	DISTURBING PEACE/D
Rpt #:		Apt #:	[REDACTED]	Dispo:	S
Create:	12/20/2015 12:23:51 AM	RP Name:	[REDACTED]	Unit #:	2645
Dispatch:	12/20/2015 12:24:51 AM	RP Addr:		Officer:	MEITNER, JESSE A
Arrive:	12/20/2015 12:29:34 AM	RP Phone:	[REDACTED]		
Clear:	12/20/2015 12:52:50 AM				

Comments:

Incident Initiated By: EM/TAIBI, M
 [REDACTED]

CAD Activity Report

Date Range: 12/15/2015 12:00:00 AM - 12/31/2016 11:59:59 PM
Address(s): 966 Robert, 976 Robert
Dispo(s):

Badge(s):

Incident Initiated By: WS/SASS, JOSEPH JEREMY
SECURITY OFFICER ON SCENE
Route Closed: MAIN S
Incident Closed: 16/01/16 00:12

Table with 3 columns: Field (CAD #, Rpt #, Create, Dispatch, Arrive, Clear), Value (WS160117000974, 01/17/2016 5:04:01 AM, etc.), and Location/Type (966 ROBERT ST S, DISTURBING PEACE/D, etc.)

Comments:

Incident Initiated By: EM/AUSMUS, M
Original Location : NW OF 1035 OAKDALE AV
LOUD MUSIC FROM EITHER 104 OR 204
Primary Event: MAIN Opened: 16/01/17 05:05
Route: MAIN Changed Status From - Active To - Pending
LOC INFO REVIEWED: C
TENANT: DEVONN NMN PUGH - 7/15/79 - 612-207-2362 - LIVES IN APT 205. LOUD MUSIC AND BASS COULD BE HEARD WHEN ENTERING BUILDING. TENANT ON FIRST FLOOR MADE COMPLAINT.
****9271 - RENTAL PROPERTY****
CN 16000218 - REPORT WRITTEN ON PROBLEM PROPERTY
Route Closed: MAIN DIST
Incident Closed: 16/01/17 05:17

Valid #2

Table with 3 columns: Field (CAD #, Rpt #, Create, Dispatch, Arrive, Clear), Value (WS160118001054, 01/18/2016 5:50:31 PM, etc.), and Location/Type (976 ROBERT ST S, EXTRA PATROL, etc.)

Comments:

Primary Event: MAIN Opened: 16/01/18 17:50
Incident Initiated By: WS/HINDERSCHIED, JOHN C
UNABLE TO ACCESS EITHER 966 ROBERT ST S OR 976 ROBERT ST S VIA THE CODE. HAD TO BE LET INTO 966 ROBERT ST S.
2 PAPERS PILED IN FRONT OF DOOR TO 976 AND 10-15 PAPERS PILED IN FRONT OF DOOR TO 966. 966 HAD GARBAGE IN THE HALLWAYS AND LANDINGS - DID NOT APPEAR BEING CLEANED
ODOR MARIJUANA 1ST FLOOR 976. PHOTO'S TAKEN TO DOCUMENT CONDITIONS
Route Closed: MAIN S
Incident Closed: 16/01/18 18:23

CAD Activity Report

Date Range: 12/15/2015 12:00:00 AM - 12/31/2016 11:59:59 PM

Badge(s):

Address(s): 966 Robert, 976 Robert

Dispo(s):

CAD #: WS160119001087	Location: 966 ROBERT ST S	Type: EXTRA PATROL
Rpt #:	Apt #:	Dispo: INF
Create: 01/19/2016 8:27:06 AM	RP Name:	Unit #: 2628
Dispatch: 01/19/2016 8:27:06 AM	RP Addr:	Officer: WOOD, ELYSE MARIE
Arrive: 01/19/2016 8:27:06 AM	RP Phone:	
Clear: 01/19/2016 8:39:26 AM		

Comments:

Primary Event: MAIN Opened: 16/01/19 08:27
Incident Initiated By: WS/WOOD, ELYSE MARIE
966 - TRASH IN HALLWAYS AND 10 SUNDAY PAPERS PILED UP OUTSIDE FRONT DOOR.
DOOR COPS NOT WORKING PROPERLY - RESIDENT LET ME IN AND SAID THE BOX HAS BEEN ACTING UP.
976 - TRASH IN HALLWAYS, ODOR OF MARIJUANA ON 1ST FLOOR. POSSIBLT 106/107 BUT UNABLE TO DETERMINE WHICH
GARAGE 2, 14, 21 OPEN AND EMPTY
Route Closed: MAIN INF
Incident Closed: 16/01/19 08:39

CAD #: WS160120001160	Location: 976 ROBERT ST S	Type: THEFT
Rpt #:	Apt #: 207	Dispo: C
Create: 01/20/2016 11:47:21 AM	RP Name: [REDACTED]	Unit #: 2643
Dispatch: 01/20/2016 11:49:03 AM	RP Addr: [REDACTED]	Officer: ALTMAN, GREG T
Arrive: 01/20/2016 11:56:31 AM	RP Phone: [REDACTED]	
Clear: 01/20/2016 2:10:42 PM		

Comments:

Incident Initiated By: EM/BAILEY, K
RP HAD A PACKAGE DELIVERED THIS MORNING, A NEIGHBOR STOLE SOMETHING FROM THE BOX, AND LEFT THE EMPTY BOX. THEY ARE NOW ARGUING ABOUT IT.
Primary Event: MAIN Opened: 16/01/20 11:48
STOLEN ARE TWO GIFT CARDS.
BOTH ARE IN #207 NOW. STILL ARGUING. SUSPECT LIVES IN #208
LOC INFO REVIEWED: C
LOC INFO REVIEWED: C
RP SAID HE WOULD STAY AWAY FROM THE SUSPECT AND WAIT FOR POLICE
16000264
MALE FROM #208 SWIPED ITEMS FROM NEIGHBORS PACKAGE, 2 GIFT CARDS AND A CHILDS TABLET...TOTAL VALUE \$40
MALE ON VIDEO TAKING THE PACKAGE FROM DOOR
Route Closed: MAIN RPT
Incident Closed: 16/01/20 12:23
*** CALL THE RP BACK AT 651-503-7527 HE MADE A MISTAKE AND LOCATED THE ITEMS. HE DID ALREADY SPEAK TO NEIGHBOR AND APOLOGIZED. ***
Primary Event: MAIN Reopened: 16/01/20 13:25 Last Closed: 16/01/20 13:25
Route: MAIN Changed Status From - Active To - Pending
Route Closed: MAIN C
Incident Closed: 16/01/20 14:10

Valid # 3

CAD Activity Report

Date Range: 12/15/2015 12:00:00 AM - 12/31/2016 11:59:59 PM
Address(s): 966 Robert, 976 Robert
Dispo(s):

Badge(s):

*** NOW CALL HIM AT 651 410 7249 ***
CALLED RP BACK AND HE SAID THAT HE DID NOT CALL NOR DID HE RECOVER ANY OF HIS BELONGINGS THAT WERE STOLEN

Table with 3 columns: Field (CAD #, Rpt #, Create, Dispatch, Arrive, Clear), Value (WS160121001196, etc.), and Location/Type/Dispo/Unit/Officer details.

Comments:

Primary Event: MAIN Opened: 16/01/21 00:19
Incident Initiated By: WS/HINDERSCHIED, JOHN C
EXTRA PATROL ONLY - NO REPORT REQUIRED. COMMENTS WILL BE ADDED TO THE SPREADSHEET IN THE PROBLEM PROPERTIES FOLDER.
Route Closed: MAIN S
Incident Closed: 16/01/21 00:34

Table with 3 columns: Field (CAD #, Rpt #, Create, Dispatch, Arrive, Clear), Value (WS160123001357, etc.), and Location/Type/Dispo/Unit/Officer details.

Comments:

Incident Initiated By: EM/SIEGLER, M
UNWANTED PARTY AT THE RES
Primary Event: MAIN Opened: 16/01/23 16:43
EX BOYFRIEND, DENIES ANYTHING PHYSICAL
EX QUAYSHA
LOST HER CONNECTION AFTER SHE SAID "GET THE FUCK AWAY FROM ME" A MALE VOICE HEARD IN TEH BACKGROUND
UNK IF HE TOOK PHN AWAY
ATT CALL BACK
VM ON CALL BACK
LOC INFO REVIEWED: C
Route: MAIN Changed Status From - Stacked To - Active
PHC INFO TYPE:CAUTION HIT:DIRECT HIT AG:SM RESP:
PHC BUS-NAME:
PHC BUS-ADD:966 ROBERT ST S
PHC BUS--#TY:WEST ST PAUL BUS-BLDG: BUS-APT#:
PHC AUTHORIZING PERSONNEL:MCMILLAN
PHC PER WSP PROBLEM PROPERTIES COMMITTEE
PHC
PHC DANGEROUS DOGS, WEAPONS, DRUG ACTIVITY & OTHER ILLEGAL ACTIVITIES AT PHC LOCATION. ALSO REPORTS OF CAMERAS THAT MONITOR WHO IS ENTERING THE

Nuisance Call

Valid #4

CAD Activity Report

Date Range: 12/15/2015 12:00:00 AM - 12/31/2016 11:59:59 PM
Address(s): 966 Robert, 976 Robert
Dispo(s):

Badge(s):

PHC PROPERTY.
PHC
PHC 4/23/2015
LOC INFO REVIEWED: C
FEMALE ANSWERED THEN HUNG UP
ATT CALL BACK AGAIN
NOW GENERIC VM AGAIN
LOC INFO REVIEWED: C
2642 MADE CONTACT. SAID SHE WASN'T AT THE BUILDING.
SAID SHE WAS "PULLING UP TO THE APARTMENT BUILDING" IN A BUICK. WOULDN'T
SAY WHY SHE CALLED POLICE.
NOBODY ANSWERED THE DOOR. NOTHING HEARD INSIDE.
OFFICERS WAITED. DIDN'T SHOW UP.
MANDATORY REPORTS FOR THIS ADDRESS. CN:16000305
Route Closed: MAIN RPT
Incident Closed: 16/01/23 17:07

Table with 3 columns: Field (CAD #, Rpt #, Create, Dispatch, Arrive, Clear), Value (WS160123001362, 01/23/2016 5:36:35 PM, etc.), and Location/Type/Dispo/Unit/Officer details.

Comments:

Incident Initiated By: EM/HARTFIEL, L
Original Location : S OF 633 ROBERT ST S A
RE:MALE - QUAYSHAUNE NIXON-JONES - THERE TO PICK UP HIS PROPERTY - WHILE
ON PHONE W/RP SHE ADV MALE WAS LEAVING W/O INCIDENT - RP REQ CANCEL OF
OFC
Primary Event: MAIN Opened: 16/01/23 17:40

Part of Valid Call
4

Table with 3 columns: Field (CAD #, Rpt #, Create, Dispatch, Arrive, Clear), Value (WS160123001367, 01/23/2016 5:56:43 PM, etc.), and Location/Type/Dispo/Unit/Officer details.

Comments:

Incident Initiated By: EM/GERMANN, T
[Redacted comment text]

West St Paul Police

CAD Activity Report

Date Range: 12/15/2015 12:00:00 AM - 12/31/2016 11:59:59 PM

Badge(s):

Address(s): 966 Robert, 976 Robert

Dispo(s):



CAD #:	WS160124001438	Location:	976 ROBERT ST S	Type:	DISTURBING PEACE/D
Rpt #:		Apt #:	208	Dispo:	RPT
Create:	01/24/2016 10:03:51 PM	RP Name:	[REDACTED]	Unit #:	2630
Dispatch:	01/24/2016 10:05:17 PM	RP Addr:	[REDACTED]	Officer:	MARRERO, JOSE A
Arrive:	01/24/2016 10:06:35 PM	RP Phone:	[REDACTED]		
Clear:	01/24/2016 10:26:29 PM				

Comments:

Incident Initiated By: EM/KEELER, R
Original Location : N OF 44 MORELND AV E
SOMEONE KICKED IN HER DOOR WANTS TO TELL OFFICERS THE STORY
Primary Event: MAIN Opened: 16/01/24 22:04
TRYING TO GET MORE
ABOUT 5 MINS AGO
LEFT IN A VEHICLE NO DESCRIPTION
LOC INFO REVIEWED: C
LOC INFO REVIEWED: C
SAYS ONE MAY HAVE HAD A WEAPON BUT SHE ISNT SURE WHAT IT WAS
NOW SAYING IT WAS A COUSIN WHO STAYS AT HER "AUTIES" HOUSE ON FULLER
UNKNOWN ADDRESS
CN # 16-0322
Route Closed: MAIN RPT
Incident Closed: 16/01/24 22:26

Valid Call # 5

CAD #:	WS160128001625	Location:	976 ROBERT ST S	Type:	REPO-PRIVATE TOW
Rpt #:		Apt #:		Dispo:	TOW
Create:	01/28/2016 1:52:47 AM	RP Name:	BUDGET TOWING	Unit #:	
Dispatch:		RP Addr:	[REDACTED]	Officer:	
Arrive:		RP Phone:	[REDACTED]		
Clear:	01/28/2016 1:52:48 AM				

Comments:

Incident Initiated By: EM/TAIBI, M
PRIV PROP - GOLD CARAVAN LIC/361EMK
Primary Event: MAIN Opened: 16/01/28 01:52

CAD Activity Report

Date Range: 12/15/2015 12:00:00 AM - 12/31/2016 11:59:59 PM
Address(s): 966 Robert, 976 Robert
Dispo(s):

Badge(s):

Table with 3 columns: Field (CAD #, Rpt #, Create, Dispatch, Arrive, Clear), Value, and Field (Location, Apt #, RP Name, RP Addr, RP Phone). Row 1: CAD # WS160304003651, Location 976 ROBERT ST S, Type REPO-PRIVATE TOW, Dispo TOW, Unit #, Officer.

Comments:

Incident Initiated By: EM/BOCHNIAK, J
PRIVATE PROP TOW- BLK HONDA ACCORD PLATE: 268TYZ
Primary Event: MAIN Opened: 16/03/04 22:11

Table with 3 columns: Field (CAD #, Rpt #, Create, Dispatch, Arrive, Clear), Value, and Field (Location, Apt #, RP Name, RP Addr, RP Phone). Row 1: CAD # WS160304003652, Location 976 ROBERT ST S, Type REPO-PRIVATE TOW, Dispo TOW, Unit #, Officer.

Comments:

Incident Initiated By: EM/HIRACHETA, M
PRIVATE PROP TOW, VEH PONTIAC GRAND PRI WHITE LIC 463RWG
Primary Event: MAIN Opened: 16/03/04 22:21

Table with 3 columns: Field (CAD #, Rpt #, Create, Dispatch, Arrive, Clear), Value, and Field (Location, Apt #, RP Name, RP Addr, RP Phone). Row 1: CAD # WS160305003676, Location 966 ROBERT ST S, Type TRESPASSING, Dispo P, Unit # 2626, Officer FORSBERG, JON F.

Comments:

Incident Initiated By: EM/STRESE, A
Original Location : SW OF 10 RIVER PRK PL
PERSON THERE WITH NO TRESPASSING ORDER ON HIM
Primary Event: MAIN Opened: 16/03/05 14:53
THIS IS TWIN PINE CONDOS
MALE IS UNIT 302 - JERRELL DREVIS
RP IS "PRESIDENT OF ASSOCIATION"
THIS IS A FORMER TENANT
HE IS HERE VISITING SOMEONE
UNKNOWN IF HE CAME IN A VEH
HE IS KNOWN TO SMOKE MJ
NO KNOWN TO CARRY WEAPONS
EMILY IS RESIDENT OF UNIT 302
RP WILL MEET OFFICERS AT FRONT DOOR
LOC INFO REVIEWED: C

Valid Call # 6

Per discussion with officer-
management does allow individual
who is trespassed onto property-
even though he is trespassed.

West St. Paul
Disposition: Assist/Advise

INCIDENT

Case Number: 16000218
Title: Noise Disturbance

16000218

Needs Follow-up: No Incident Type: Riot/Disturbing Peace Citation Issued: Yes
Investigation Needed: No CAD #: 16000985
Admin Review Needed: No How Initiated: Dispatch
Drug Related: No Gang Related: No Domestic Related: No

OFFICER INFORMATION

Name	Agency	Badge	Type
Kurtis Syvertsen	West St. Paul	2636	Primary

EVENT DATES

Reported	On Scene	Cleared
2016-01-17 05:04	2016-01-17 05:04	2016-01-17 05:20

INCIDENT DETAILS

Address: 966 Robert Street S APT 205; West St. Paul, MN 55118; Dakota US

Location Type: APARTMENT

Location Description:

Start Date: 2016-01-17 05:04 End Date: 2016-01-17 05:20

SYNOPSIS

Officer responded to the report of a noise disturbance in an apartment building. Upon arrival, officer could hear loud music and bass immediately after entering the apartment building. Music and bass were determined to be coming from only one apartment. Tenant was identified and advised to turn down their music as it was in violation of city ordinance. Call was cleared as a disturbance, the tenant was mailed a citation for the ordinance violation and a report was written.

Parties Involved

PERSON 1

Role(s): Cited

Last: Pugh First: Devonn Middle: Lynnette Frances Suffix:

Date of Birth: 1979-07-15 Age: 36 Is Juvenile: No

Residence: 966 Robert Street S APT 205; West St. Paul, MN 55118; Dakota US

Residence Type: APARTMENT

Cell Phone: (612)207-2362

Description:

Sex: Female Height: 505 Weight: 171 lbs Hair: Black Eyes: Brown

Race: Black/African American Ethnicity: Not Hispanic/Latino Build: Large Complexion: Black

CHARGES/ORDINANCES

Type: Ordinance Number: 2005.02.2a

UOC: Citation #: 190716900115

Description: Unnecessary Noise - Participation in noisy gatherings

PERSON 2

Role(s): Mentioned

Incident Report

West St. Paul

Disposition: Assist/Advise

INCIDENT

Case Number: 16000218

Title: Noise Disturbance

16000218

Last: Walker

First: Ena

Middle: Lucita

Suffix:

Date of Birth: 1979-09-08

Age: 36

Is Juvenile: No

Residence: 950 Burr Street APT 2; St Paul, MN 55130; Ramsey US

Residence Type: APARTMENT

Unknown: (000)000-0000

Description:

Sex: Female

Height: 411

Weight: 195 lbs

Hair:

Eyes: Brown

STATEMENT

On January 17, 2016 at 05:04 hours, I responded to a noise disturbance at 966 Robert Street where the reporting person stated that loud music could be heard coming from an unknown apartment. Upon immediately entering the apartment building, I heard the loud music and loud bass that the reporting person was referring to. I later determined that the music was coming from apartment #205.

Based on this information, I knocked on the door where I was greeted by an adult female who was later identified as Ena Lucita Walker 1979-09-08. I asked Walker if she was the tenant for the apartment to which she replied that she would go get the female tenant before shutting the apartment door. Shortly after, another female opened the apartment door and identified herself as the apartment tenant. This female was identified as Devonn Lynnette Frances Pugh 1979-07-15. I advised Pugh that the music coming from inside her apartment was in violation of the city's unnecessary noise ordinance as it was approximately 05:00 hours and that other tenants were attempting to sleep but were unable to due to her loud music. I requested that Pugh turn down her music before clearing the scene while coding this call/apartment as a public nuisance.

On 01-17-16 at about 22:00 hours, I issued Pugh a citation for the ordinance violation and the citation was mailed to Pugh.

Nothing further from this officer at this time.

Incident Report

West St. Paul
Disposition: Citation

INCIDENT

Case Number: 16000264
Title: Theft

16000264

Charges/Offenses: 609.52.2(a)(1) (citation# 190716900132)

Needs Follow-up: No

Incident Type: Theft

Citation Issued: Yes

Investigation Needed: No

CAD #: 16001173

Admin Review Needed: No

How Initiated: Other

Drug Related: No

Gang Related: No

Domestic Related: No

OFFICER INFORMATION

Name	Agency	Badge	Type
G Altman	West St. Paul	2643	Primary
Shawna Curtis	West St. Paul	2627	Assisting
Elyse Wood	West St. Paul	2628	Assisting

EVENT DATES

Reported	On Scene	Cleared
2016-01-20 11:47	2016-01-20 11:56	2016-01-20 14:10

INCIDENT DETAILS

Address: 976 Robert Street APT 207; West St. Paul, MN 55118; Dakota United States

Location Type: APARTMENT

Location Description:

Start Date: 2016-01-20 11:00

End Date: 2016-01-20 11:47

SYNOPSIS

Adult male reporting the male neighbor took mailed package from his door, opened it, removed items and put the package back at the front of the apartment complex. Male suspect seen on video surveillance taking package. Male suspect gone prior to officers arrival. Female tenant allowed officers inside to look for items but they were not located. Male suspect mailed a citation for theft.

Parties Involved

PERSON 1

Role(s): Suspect

Last: Quinn First: Arthonn Middle: Fransua Suffix:

Date of Birth: 1995-09-04 Age: 20 Is Juvenile: No

Residence: 976 Robert Street S APT 208; West St. Paul, MN 55118; Dakota US

Sex: Male Height: 600 Weight: 170 lbs Hair: Black Eyes: Brown

Race: Black/African American Ethnicity: Not Hispanic/Latino Build: Slender Complexion: Medium Brown

CHARGES/ORDINANCES

Type: Statute Chapter: 609 Section: 52 Subdivision: 2(a)(1) Citation #: 190716900132

UOC: Level: Misdemeanor Enh. Factor:

Description: Theft-Take/Use/Transfer Movable Prop-No Consent

PERSON 2

Incident Report

West St. Paul
Disposition: Citation

INCIDENT

Case Number: 16000264
Title: Theft

16000264

Role(s): ReportingPerson

Association(s): -McDonalds (Owner); -Burger King (Owner); -Boogie Board (Owner);

Last: Nicholson First: Andrae Middle: Suffix:

Date of Birth: 1959-09-23 Age: 56 Is Juvenile: No

Residence: 976 Robert Street APT 207; West St. Paul, MN 55118; Dakota United States

Residence Type: APARTMENT

Cell Phone: (612)245-5814

Description:

Sex: Male Height: 602 Weight: 194 lbs Hair: Black Eyes: Brown

Race: Black/African American Ethnicity: Not Hispanic/Latino Build: Medium Complexion: Dark Brown

PERSON 3

Role(s): Mentioned

Last: Foster First: Edward Middle: Alexander Suffix:

Date of Birth: 1972-04-12 Age: 43 Is Juvenile: No

Residence: 6725 Ashwood Road; Woodbury, MN 55125; United States

Sex: Male Height: 601 Weight: 315 lbs Hair: Black Eyes: Brown

Race: Black/African American Ethnicity: Not Hispanic/Latino Build: Heavy Complexion: Dark Brown

PERSON 4

Role(s): Mentioned

Last: Marier First: Frank Middle: Robert Suffix:

Date of Birth: 1988-01-05 Age: 28 Is Juvenile: No

Residence: 966 Robert Street S APT 104; West St. Paul, MN 55118; Dakota US

Residence Type: APARTMENT

Cell Phone: (651)470-3583

Description:

Sex: Male Height: 511 Weight: 160 lbs Hair: Brown Eyes: Brown

Race: White Ethnicity: Unknown Build: Slender Complexion: Fair

PERSON 5

Role(s): Mentioned

Last: Parker First: Tareka Middle: Deneen Suffix:

Date of Birth: 1991-02-18 Age: 24 Is Juvenile: No

Residence: 976 Robert Street S APT 208; West St. Paul, MN 55118; Dakota US

Cell Phone: (651)503-5085

Description:

Cell Phone: (651)403-9799

Description:

Sex: Female Height: 501 Weight: 156 lbs Hair: Black Eyes: Brown

Race: Black/African American Ethnicity: Not Hispanic/Latino Build: Medium Complexion: Medium Brown

PROPERTY INFORMATION

Incident Report

INCIDENT

- Quinn left prior to officer arrival.
- Quinn is the same person who kicked in the door and burglarized another apartment this past Thanksgiving.

Contact was made with the residents of #208 to see if Quinn was inside so that I could speak with him about the incident. Tareka Deneen Parker 1991-02-18 came to the door and advised Quinn had left and was not inside. I verified Quinn's name with Parker. I advised Parker if she knew about the incident and if she saw the items Nicholson was referring to. Parker advised she did not see Quinn take any items from a package as she was attending to her daughter in the back bedroom. Parker advised that her uncle; Edward Alexander Foster 1972-04-12 was with Quinn and he might have. I spoke with Foster who advised he did not see Quinn take anything from a package but did say that Quinn and him had just gotten back from Burger King. I found that to be ironic since Nicholson was missing a Burger King gift card.

Parker gave us permission to come inside her apartment and search for the items. Officer Wood, Curtis and I searched the apartment but were not able to locate any of the items.

Nicholson advised he would be able to identify the male so I had him follow me out to my squad car. I attempted to bring up a photograph of Quinn using the Department of Vehicle Services website but there was no photo on file for Quinn. I provided Nicholson with my business card and case number.

I made contact with Marier who showed me the video surveillance of the hallway. In viewing the video surveillance I saw the following:

- At 1010 hours Quinn is seen coming out his apartment. He sees the package next to Nicholson's door and stands over it looking at it. He walks down the hallway away from his apartment.
- A few seconds later Quinn returns to his apartment with a newspaper in his hand, he looks at the package again and goes inside his apartment.
- At 1012 hours Quinn is seen leaning out of his apartment, grabbing the package and taking it into his apartment.
- At 1020 hours Quinn is seen leaving the apartment with the package in his hands and placing at the main entrance of the apartment complex. The package appears to be opened.
- At 1033 Quinn is seen leaving the apartment.

At around 1330 hours Marier brought me a black and silver USB drive containing the video surveillance. I viewed the video to make sure that worked and contained the proper video surveillance. I entered the USB drive into the departments evidence system.

Using the database Minnesota Repository of Arrest Photos (MRAP) I searched for Quinn and found numerous records, with the most current photo from 2015-12-22. The photo was an identical match to the male suspect on the surveillance video.

INCIDENT

In reading Officer Sass's supplemental report of CN 15004143 it was stated that Quinn lived with Parker at 976 Robert St S #208 in West St Paul and that he was the father of twins with her.

I issued citation #190716900132 to Quinn for misdemeanor theft. The citation was mailed to him at 976 Robert St S #208.

Nothing further.

RELATED REPORTS

Agency	CaseNumber	Type	Description
West St. Paul	15004143	Arrest	Joseph Sass (12/1/2015 1:00:52 AM) Quinn, Arthonn (1995-09-04) Dest: Dakota Jail ETA: 2015-12-01 01:20 Charge: 609.582.2(a)(1) Reason Held: Probable Cause

West St. Paul
Disposition: Inactive

INCIDENT

Case Number: 16000305
Title: Disturbance

16000305

Needs Follow-up: No Incident Type: Other Citation Issued: No
Investigation Needed: No CAD #: 16001372
Admin Review Needed: No How Initiated: Dispatch
Drug Related: No Gang Related: No Domestic Related: No

OFFICER INFORMATION

Name	Agency	Badge	Type
Michael Mandel	West St. Paul	2629	Primary
Tim Sewald	West St. Paul	2642	Assisting

EVENT DATES

Reported	On Scene	Cleared
2016-01-23 16:42	2016-01-23 16:47	2016-01-23 17:07

INCIDENT DETAILS

Address: 966 Robert Street S APT 303; West St. Paul, MN 55118; Dakota US
Location Type: APARTMENT
Location Description:
Start Date: 2016-01-23 16:42 End Date: 2016-01-23 17:33

SYNOPSIS

Officers responded to an apartment complex on the 900 block of South Robert Street. The reporting person wanted an ex-boyfriend removed from her apartment. Reporting person was not at the apartment, and did not show up.

Parties Involved

PERSON 1

Role(s): ReportingPerson
Last: Parker First: Tanisha Middle: Marie Suffix:
Date of Birth: 1992-10-20 Age: 23 Is Juvenile: No
Residence: 966 Robert Street S APT 303; West St. Paul, MN 55118; Dakota US
Residence Type: APARTMENT
Cell Phone: (952)451-8084 Description:
Sex: Female Height: 500 Weight: 160 lbs Hair: Black Eyes: Brown
Race: Black/African American Ethnicity: Unknown Build: Medium Complexion: Black

STATEMENT

On 01-23-2016, at 16:45 hours, officers were dispatched to 966 South Robert Street, apartment 303, for a disturbance. The reporting person, Tanisha Marie Parker (1992-10-20) told dispatch she wanted her ex-boyfriend removed from her apartment. Parker told dispatchers nothing physical happened. Dispatch heard her say, "Get the fuck away from me." A male voice was heard in the background. Dispatch lost connection with Parker.

Incident Report

INCIDENT

While officers were responding to the address, dispatch called Parker back. Dispatch received a generic voicemail message. Dispatch called a second time. A female answered, and disconnected. Dispatch called a third time, but received a voicemail message.

Officers arrived at the apartment building. A code for the building was entered, but a message on the keypad said the system was "busy." I entered the same code into 976 South Robert Street's keypad, and gained access to that building. I knocked on the door for the security office, but did not receive an answer. I attempted to open the door to the security office, but the door was locked.

Officer Sewald called Parker, who stated she was not in the apartment, but was arriving shortly. Parker stated she would be in a Buick Century. Officer Sewald asked what she needed police assistance for, but she would not tell him. Officer Sewald stated it sounded quiet in the background, and did not sound like a disturbance was happening.

A resident arrived at the apartment building, and let Officer Sewald and myself into the building. We went to apartment 303, and knocked on the door. I did not hear any voices or sounds inside the apartment. Nobody answered the door.

Officers waited for Parker, but she did not arrive.

Case Status: Report only.



CITY OF WEST ST. PAUL

City Hall
1616 Humboldt Avenue
West St. Paul, MN 55118
651-552-4100
www.cityofwvsp.org

RE: West St. Paul Code Section(s):
425.19 Broken Windows & Doors

COMPLIANCE LETTER

Date: Feb 17, 2016

From:
Sabrina Gorr
Building Inspections
(651) 552-4142

An inspection was conducted at your residence or business that revealed the following violations of the West St. Paul City Code. Your attention is respectfully directed to section 400-425-Property Maintenance - Residential/Commercial of the West St. Paul Municipal Code.

To:
BLEW HOLDINGS LLC
4660 BARBATO CT
INVER GROVE HEIGHTS, MN 55077-

Compliance Date: March 01, 2016

Case Number:
CE20160000075

Location Address:
966 ROBERT ST S, Unit:102, WEST ST PAUL, MN
55118
428340005102



4 2 8 3 4 0 0 0 5 1 0 2

Section and Description:
425.19 Broken Windows & Doors

STATUS: Open

Detailed Description:

Subd. 1 Foundations, exterior walls, windows, exterior doors, floors and roofs must be watertight, rodent-proof, and kept in sound condition and repair.

Garage doors left / stuck open

Corrections: Must ensure that all garage doors are working with the ability to open/close. Must ensure the northern garage door stuck have open has proper functionality, and can fully open and close by March 01, 2016.

Please review the aforementioned ordinance and correct any noncompliance conditions by , after which a compliance inspection will be performed.

Thank you for your prompt cooperation. If you have any questions, concerns or special needs, please feel free to contact me at the telephone number listed above.

Failure to comply with this notice by the compliance date indicated may result in the issuance of an administrative citation with a fine and/or criminal citation requiring a court appearance and the possible imposition of jail and/or fines.



City of West St Paul

City Hall
1616 Humboldt Avenue
West St. Paul, MN 55118
651-552-4100
www.cityofwsp.org

RE: West St. Paul Code Section(s):
2007.03 Junk-Unsheltered Storage

COMPLIANCE LETTER

Date: Feb 17, 2016

From:
Sabrina Gorr
Building Inspections
(651) 552-4142

An inspection was conducted at your residence or business that revealed the following violations of the West St. Paul City Code. Your attention is respectfully directed to section Junk/Unsheltered Storage/Garbage & Rubbish of the West St. Paul Municipal Code.

To:
101 CONDOS LLC
966 ROBERT ST UNIT 101
WEST ST PAUL, MN 55118-

Compliance Date: February 22, 2016

Case Number:
CE20160000074

Location Address:
966 ROBERT ST S, Unit:101, WEST ST PAUL, MN
55118
428340005101



4 2 8 3 4 0 0 0 5 1 0 1

Section and Description:
2007.03 Junk-Unsheltered Storage

STATUS: Open

Detailed Description:

Prohibition of Unsheltered Storage. Subdivision 1. No person shall place, permit store, allow, maintain, or leave machinery, implements, equipment, junk or personal property of any kind which is no longer used for purposes for which it was manufactured or made, upon an open space area of any premises located anywhere in the City. Subd. 2. definition of "Junk". For purposes of this section "Junk" shall mean worn out or discarded material which is no longer used for the purposes for which it was manufactured or made, including, but not limited to, household appliances or parts thereof, tools, building materials, tin cans, glass, furniture, mattresses, box springs, crates, cardboard, tires, or any other unsightly, debris, brush or materials, the accumulation of which may have an adverse effect upon the neighborhood or property values, health, safety or general welfare on the public. Subd. 3. Violations. A person who creates, maintains or allows to continue a condition on property in violation of section 2007.03 shall be deemed to have created a Nuisance subject to abatement as provided in Section 2010.05 or 2010.07 and subject to penalties described in Section 2010.13.

litter throughout the entire exterior of the property

Corrections: Must remove all litter from the interior and exterior of the entire property by February 22, 2016.

976 Robert had dirt, debris, and cigarette butts left along the rear entry/exit stairwell as well as a pile of news papers at the front door.

966 & 976 Robert had litter throughout the entire parking lot.

966 & 976 needs to be swept, mopped and vacuumed due to excessive amounts of dirt, sand and salt being tracked in during the winter months.

Please review the aforementioned ordinance and correct any noncompliance conditions by the following date February 22, 2016, after which a compliance inspection will be performed.

Thank you for your prompt cooperation. If you have any questions, concerns or special needs, please feel free to contact me at the telephone number listed above.

Failure to comply with this notice within the given date of compliance may result in the issuance of a misdemeanor citation requiring a court appearance and the possible imposition of jail and/or fines.

In addition, if you do not comply with this notice the City may perform the work at your expense. If work is performed, you will be sent an invoice. If not paid within 30 days after you are billed, the City will assess these costs against your property.



02/12/2016



Managed by BLEW Holdings LLC
Emergency Calls: 651-249-7861
Or 651-470-3583

02/12/2016





01/13/2016







BLEW HOLDING LLC
4660 BARBATO CT
INVER GROVE HEIGHTS, MN 55077
651/451-2332
Fax 651/552-9186

March 4, 2016

City of West St Paul
City Council

I have put together some information I was hoping the Council Members would have time to review before our review meeting on March 14th.

I would like to start with a brief overview of my time of ownership, and the operations with the Twin Pines Condominium Association (TPCA).

Blew Holdings acquired its first interest in the TPCA properties on April 11, 2008, and began working on turning the property around. Many units were in foreclosure, and the Association was not able to pay all of its operating cost and do the necessary maintenance on the property. I worked closely with James Montgomery (the only active board member) in trying to increase the cash flow by increasing the fines on late payments, and charges on property transfers along with a general (25%) dues increase. Blew Holdings stopped purchasing properties in 2013.

I represented BLEW Holdings on the TPCA board until November 2013 when I resigned in a dispute with Barbara Wichstrand over the purchase of the 141 Bernard property. At that time I agreed to not serve on the Board for a period of approximately two years, to allow other to demonstrate they could do a better job than I did.

By early 2014 it became obvious that the Board consisting of James Brady, Ron Woelful, Kevin Effert, Barbara Wickstrand and Kay Jonas were not willing to take care of the property properly. Kay Jonas had resigned in frustration over the lack of care by the remaining Board members..

In July 2014 Barbara Marier (401 Condos LLC) and Frank Marier (101 Condos LLC) were elected to the board. James Brady, Ron Woelful, John Easton and Kevin Effert did not agree with the results of the election as refused to turn over the Associations records (and have not to date), nor did they allow Barbara and Frank to be recognized as Board members.

BLEW Holdings in September 2014 sued TPCA to enforce the election. The Court case was heard in late June 2015, and Judge Thomas Pugh issued a ruling July 24, 2015 affirming the election, and giving TPCA 60 days to appeal the decision. On September 24, 2015 the new Board met to seat Barbara and Frank, Kevin Effert who was the only other remaining active Board member. Resigned, Ron Woelful and James Brady had been voted off the Board and John Easton had sold his unit and left the Board. The new Board fired the management company who had spent a large amount of money doing nothing.

Financial reports are attached to this letter to show how TPCA had a positive cash balance (even after acquiring 141 Bernard) and two years (2014-2015) of "professional" management left TPCA greatly in debt and property in disrepair.

Barbara, Frank and I have been working very hard to get the property turned around again with very poor cash flow, several members (James Brady and Ron Woelful) continuing to take legal actions to try to prevent TPCA from moving forward. A number of owners that were behind in the dues before the firing of the management company are in Lien and Foreclosure proceedings to try to collect.

Our first City Council meeting was on September 29th or five days after Barbara and Frank were able to take over. We had been working on a plan to get the property cleaned up and repaired while waiting for the Court ruling to take effect.

We understand the frustration the City had with us and our property, and hope to be able to continue working with the City in making the necessary improvements to the facility and our tenants. We hope the improvements we have made to date indicate that we are working diligently to make the property something we can all be proud of.

We understand the financial condition of TPCA is not a concern of the City. We are trying to do as much as possible, as fast as possible without harming the other 16 owners in the TPCA.

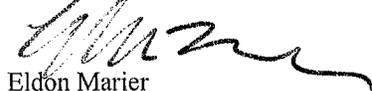
What have we done since the September 29th meeting?

- 1) Worked with Laura Vaughan on improving our PD calls for service. Lease revisions, better ways of handling problem tenants. Strict two calls terminate lease policy as part of new leases.
- 2) Attended the Crime Free Housing Class
- 3) Monthly walk through with Sabrina Gorr to address building repairs and maintenance.
- 4) Had a mobile screen repair company come to the property and repaired or replaced almost 100 screens.
- 5) Had Garage Door Company out to replace panels on nine garage doors. (had someone back into and damage one in last snowstorm, parts on order)
- 6) Installed camera surveillance in both buildings and driveway (plan on adding 4-6 more cameras) Using cameras to enforce lease requirements (extra tenants, excessive traffic in units)
- 7) Used outside security for overnight and weekend security for 100 days. (planning on some weekend or overnight use in summer)
- 8) Began painting unit doors, and storage closet doors to improve appearance.
- 9) Cleaning of common areas on a weekly basis. (wish we could get the newspapers stopped, picked up every other day)
- 10) Worked with Bruce Nelson Heating on maintaining the boiler operation, troubleshooting various problems that occurred over the winter due to improper repairs made by James Brady (causing a transformer to burn out). Along with the normal repairs that come up each heating season. One of the other owners was "missing" a thermostat as a prior tenant of his had taken it.
- 11) Replace the hot water heater in the 976 building as it failed at the end of December.(approx 6 hours working with Bruce Nelson)
- 12) Made acceptable temporary repair at 966 building north stairway landing window broken. Planning on permanent repair this summer by removing most of the glass replacing with solid walls.

What do we need to work on? We have approved special assessments of up to \$315,000.000 over the next two years. Items on this list are not necessarily in the order they will be completed, but are the items on our goals list for the next two years.

- 1) Rebuild the North stairwell exterior walls on the 966 building. Get rid of the single pane glass and replace most of it with solid wall and a small window or two.
- 2) Rebuild the South (main) entrance on the 966 building, single pane glass throughout not energy efficient.
- 3) Rebuild the North (main) entrance on the 976 Building. See above
- 4) Work on sewer main lines? Anticipated repairs will be necessary after all lines are scoped. We are waiting on cooperation from Ron Woelful on getting the clean out inspected in the 976 building. Everyone else has cooperated in both buildings. Mr. Woelful's Attorney has not approved the two contractors submitted to perform the opening, adding new demands at each request. The work needed to open the line is to remove approximately ½ inch of concrete above the plug to open, a ten minute job (I opened the clean out in the 966 building in fifteen minutes).
- 5) Complete painting doors, hallways and entrances. (touch up doors and hallways on regular basis to maintain)
- 6) Replace carpeting in both buildings.
- 7) Change light fixtures in hallways in both buildings. We are replacing at least a dozen bulbs every week, and the lighting is poor. Would like to replace with a nice looking florescent light (6 foot) adding more light, and longer lasting bulbs.
- 8) Tear down the buildings at 141 Bernard Ave. (this summer)
- 9) Work on long term solution to increase parking area. May included requesting to remove the garages that are too small to hold most vehicles, and therefore are unused. Removing garages 12-22 would add 12 parking spots to the 30 we currently have giving us almost one spot for each of the 46 Condos. Only garages 12-13 normally will be used as they are straight from the entrance.
- 10) Repair sidewalks in front and back of both buildings as needed. (this summer)
- 11) Resurface the driveway. (next summer)
- 12) Replace the Electrical Mains in both buildings.
- 13) Replace the boiler in the 976 building to gain efficiency.

These lists and summaries are not exhaustive, but contain many of the items we know of currently.


Eldon Marier
Managing Partner
BLEW Holdings LLC

Twin Pines Condominium Association Inc.
Balance Sheet
As of December 31, 2013

	<u>Dec 31, 13</u>
ASSETS	
Current Assets	
Checking/Savings	
USBANK	36,662.73
Savings Account	1,653.27
Total Checking/Savings	<u>38,316.00</u>
Accounts Receivable	
Accounts Receivable	12,931.23
Total Accounts Receivable	<u>12,931.23</u>
Other Current Assets	
Prepaid Insurance	3,442.24
Total Other Current Assets	<u>3,442.24</u>
Total Current Assets	<u>54,689.47</u>
TOTAL ASSETS	<u>54,689.47</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,345.00
Total Accounts Payable	<u>1,345.00</u>
Total Current Liabilities	<u>1,345.00</u>
Total Liabilities	1,345.00
Equity	
Opening Capital Contribution	12,600.00
Retained Earnings	52,292.11
Capital Reserve	-17,513.60
Net Income	5,965.96
Total Equity	<u>53,344.47</u>
TOTAL LIABILITIES & EQUITY	<u>54,689.47</u>

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03/02/16

Accrual Basis

Twin Pines Condominium Association Inc.

Balance Sheet

As of December 31, 2014

	<u>Dec 31, 14</u>
ASSETS	
Current Assets	
Checking/Savings	
New Bank Account	75,202.36
USBANK	-6,949.79
Total Checking/Savings	<u>68,252.57</u>
Accounts Receivable	
Accounts Receivable	-29,644.25
Total Accounts Receivable	<u>-29,644.25</u>
Total Current Assets	<u>38,608.32</u>
TOTAL ASSETS	<u>38,608.32</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	60,811.73
Total Accounts Payable	<u>60,811.73</u>
Other Current Liabilities	
Rent Deposit	2,960.01
Total Other Current Liabilities	<u>2,960.01</u>
Total Current Liabilities	<u>63,771.74</u>
Total Liabilities	63,771.74
Equity	
Opening Capital Contribution	12,600.00
Retained Earnings	58,258.07
Capital Reserve	28,696.46
Net Income	-124,717.95
Total Equity	<u>-25,163.42</u>
TOTAL LIABILITIES & EQUITY	<u>38,608.32</u>

Twin Pines Condominium Association Inc.
Balance Sheet
As of December 31, 2015

	<u>Dec 31, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
TCF Bank	4,986.33
New Savings	-0.28
New Bank Account	-873.00
USBANK	-6,949.79
Total Checking/Savings	<u>-2,836.74</u>
Accounts Receivable	
Accounts Receivable	118,913.22
Total Accounts Receivable	<u>118,913.22</u>
Total Current Assets	<u>116,076.48</u>
TOTAL ASSETS	<u>116,076.48</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	183,469.10
Total Accounts Payable	<u>183,469.10</u>
Total Current Liabilities	<u>183,469.10</u>
Total Liabilities	183,469.10
Equity	
Opening Capital Contribution	12,600.00
Retained Earnings	-66,459.88
Capital Reserve	108,004.48
Net Income	-121,537.22
Total Equity	<u>-67,392.62</u>
TOTAL LIABILITIES & EQUITY	<u>116,076.48</u>

Twin Pines Condominium Association Inc.
Profit & Loss
January through December 2013

	<u>Jan - Dec 13</u>
Ordinary Income/Expense	
Income	
801 Association Fees	136,113.24
811 Monthly Garage Fee	15,938.24
812 Late Fee	1,250.00
815 Closing Fee	550.00
816 Rental Fee	4,476.99
Total Income	<u>158,328.47</u>
Expense	
100 Administration	
102 Auditor / Accounting	8,800.00
103 Meeting / Board	950.00
106 Legal	4,341.80
107 Uncollected Fees	4,171.20
Total 100 Administration	<u>18,263.00</u>
200 Utilities	
201 Electricity	3,538.86
202 Gas	10,083.80
203 Water and Sewer	17,706.18
204 Sanitation	8,583.53
Total 200 Utilities	<u>39,912.37</u>
400 Repair and Operations	
401 Snow Removal	2,544.00
402 Summer Lawn Care	2,357.91
403 Insurance	15,261.59
404 Entrance System	1,010.44
405 Building Maintenance	9,459.27
406 Common Area Cleaning	16,195.00
408 Boiler	1,183.90
Total 400 Repair and Operations	<u>48,012.11</u>
600 Reserve Account	
601 Reserve Account Set Aside	46,200.00
Total 600 Reserve Account	<u>46,200.00</u>
Total Expense	<u>152,387.48</u>
Net Ordinary Income	5,940.99
Other Income/Expense	
Other Income	
701 US Bank Reserve Interest	24.97
Total Other Income	<u>24.97</u>
Net Other Income	<u>24.97</u>
Net Income	<u><u>5,965.96</u></u>

Twin Pines Condominium Association Inc.
Profit & Loss
January through December 2014

	<u>Jan - Dec 14</u>
Ordinary Income/Expense	
Income	
801 Association Fees	138,737.13
811 Monthly Garage Fee	11,670.21
812 Late Fee	550.00
815 Closing Fee	275.00
816 Rental Fee	4,920.00
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Total Income	156,152.34
Expense	
100 Administration	
108 Office Supplies	401.56
101 Management Fee	5,100.00
102 Auditor / Accounting	4,460.84
103 Meeting / Board	5,320.00
105 Bank Charges	554.00
106 Legal	31,250.73
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Total 100 Administration	47,087.13
200 Utilities	
201 Electricity	24,128.07
203 Water and Sewer	19,357.23
204 Sanitation	9,327.30
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Total 200 Utilities	52,812.60
400 Repair and Operations	
409 Real Estate Tax	3,595.78
401 Snow Removal	295.00
402 Summer Lawn Care	4,553.16
403 Insurance	32,275.09
404 Entrance System	725.07
405 Building Maintenance	83,393.90
406 Common Area Cleaning	4,401.49
408 Boiler	5,531.07
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Total 400 Repair and Operations	134,770.56
600 Reserve Account	
601 Reserve Account Set Aside	46,200.00
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Total 600 Reserve Account	46,200.00
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Total Expense	280,870.29
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Net Ordinary Income	-124,717.95
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Net Income	<u><u>-124,717.95</u></u>

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Accrual Basis

Twin Pines Condominium Association Inc.

Profit & Loss

January through December 2015

	<u>Jan - Dec 15</u>
Ordinary Income/Expense	
Income	
819 Security	36,733.26
801 Association Fees	139,142.48
811 Monthly Garage Fee	15,366.13
812 Late Fee	6,773.23
815 Closing Fee	600.00
816 Rental Fee	5,280.00
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Total Income	203,895.10
Expense	
100 Administration	
108 Office Supplies	1,845.09
101 Management Fee	7,650.00
105 Bank Charges	9.00
106 Legal	55,809.35
109 Security	50,116.19
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Total 100 Administration	115,429.63
200 Utilities	
201 Electricity	16,444.53
202 Gas	3,032.89
203 Water and Sewer	25,608.77
204 Sanitation	6,548.94
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Total 200 Utilities	51,635.13
400 Repair and Operations	
409 Real Estate Tax	4,110.96
401 Snow Removal	1,681.75
402 Summer Lawn Care	4,829.00
403 Insurance	20,146.78
404 Entrance System	2,792.51
405 Building Maintenance	70,027.80
406 Common Area Cleaning	5,809.27
408 Boiler	2,769.49
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Total 400 Repair and Operations	112,167.56
600 Reserve Account	
601 Reserve Account Set Aside	46,200.00
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Total 600 Reserve Account	46,200.00
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Total Expense	325,432.32
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Net Ordinary Income	-121,537.22
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Net Income	<u>-121,537.22</u>