



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

REGULAR CITY COUNCIL MEETING

May 9, 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. Introduce New Police Officer And Community Service Officers

Documents: [COUNCIL REPORT - NEW POLICE OFFICERS AND CSOS.PDF](#)

B. Jane Nordin Day

Documents: [NORDIN DAY - MAY 2016.PDF](#)

C. SRSBA Donation

Documents: [COUNCIL REPORT - DONATION FROM SOUTH ROBERT STREET BUSINESS ASSOCIATION.PDF](#), [RESOLUTION - DONATION FROM SOUTH ROBERT STREET BUSINESS ASSOCIATION.PDF](#)

D. Walmart Donation

Documents: [COUNCIL REPORT - WALMART DONATION.PDF](#)

E. WSP Commercial Club Donation

Documents: [COUNCIL REPORT - WSP COMMERCIAL CLUB DONATION.PDF](#), [RESOLUTION - WSP COMMERCIAL CLUB DONATION.PDF](#)

10. CONSENT AGENDA

All items on the Consent Agenda are considered to be routine and have been made available to the City Council at least two days prior to the meeting; these items will be

enacted by one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this agenda and considered under separate motion.

A. City Council Meeting Minutes

Documents: [4-25-16 CC MINS.PDF](#)

B. City Licensing

Documents: [COUNCIL REPORT - CITY LICENSES.PDF](#)

C. Reauthorize Membership In The 4M Fund

Documents: [COUNCIL REPORT - REAUTHORIZATION FOR MEMBERSHIP IN THE 4M FUND.PDF](#), [RESOLUTION - REAUTHORIZING 4M MEMBERSHIP.PDF](#)

D. Dakota County Domestic Preparedness JPA, Renewal

Documents: [COUNCIL REPORT - DCDPC JPA.PDF](#), [DPC SOT PUBLIC ENTITY PARTICIPATION AGREEMENT 11-24-2014.PDF](#), [DCDPC JPA \(TRACKED CHANGES\).PDF](#), [DCDPC JPA \(CLEAN\).PDF](#)

E. BCA Master Agreement, Renewal

Documents: [BCA MASTER AGREEMENT.PDF](#), [COUNCIL REPORT - BCA MASTER AGREEMENT.PDF](#)

F. Criminal Justice Data Network Subscriber Agreement, Renewal

Documents: [CJDN SUBSCRIBER AGREEMENT.PDF](#), [COUNCIL REPORT - CJDN SUBSCRIBER AGREEMENT.PDF](#)

G. City Licensing - Celebrate West St Paul Special Event

Documents: [COUNCIL REPORT - CITY LICENSES_CELEBRATE WSP EVENT.PDF](#)

H. Rental Licensing

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

I. List Of Claims May 9, 2016

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

J. Police Reserve Annual Report

Documents: [CITY COUNCIL 2016.PDF](#)

K. AT&T / Cingular Wireless Lease Agreements

Documents: [COUNCIL REPORT AND ATT-CINGULAR LEASE AGREEMENT.PDF](#)

L. Temporary Construction Easement Agreements

Documents: [COUNCIL REPORT AND TEMP CONSTRUCTION EASEMENT AGREEMENTS.PDF](#)

11. PUBLIC HEARING

A. Assessment Hearing For Unpaid Invoices

Documents: [COUNCIL REPORT - PUBLIC HEARING ON PROPOSED ASSESSMENT ON UNPAID INVOICES.PDF](#), [PUBLISHED ASSESSMENT ROLL OF UNPAID INVOICES.PDF](#)

B. First Reading - Zoning Ordinance Amendment, Section 153.004 Regarding The Definition Of Family - City Of West St. Paul

Documents: [COUNCIL REPORT - ORD. DEF. OF FAMILY.PDF](#), [ORDINANCE - ORD.](#)

12. NEW BUSINESS

- A. First Reading - City Ordinance Amendment, Section 92.02 Regarding Residential Trash Storage And Temporary Outdoor Storage Containers - City Of West St. Paul

Documents: [COUNCIL REPORT - TRASH AND PORTABLE STORAGE AMEND.PDF](#),
[ORDINANCE - TRASH AND PORTABLE STORAGE AMEND.PDF](#)

- B. City Licensing - Outdoor Live Entertainment

Documents: [COUNCIL REPORT - CITY LICENSES - OUTDOOR LIVE ENTERTAINMENT.PDF](#)

- C. Approve Easement Agreements For Safe Routes To School Project 14-6

Documents: [COUNCIL REPORT - APPROVE EASEMENTS FOR PROJECT 14-6.PDF](#)

- D. Award Bid For Lift Station 5 & 6 Project #16-2

Documents: [COUNCIL REPORT - AWARD BID FOR LIFT STATION 5 AND 6.PDF](#)

13. OLD BUSINESS

- A. First Reading Vote For I/I Ordinance Amendment

Documents: [COUNCIL REPORT - FIRST READING VOTE ON I-I ORDINANCE.PDF](#),
[ORDINANCE -AMENDING I-I REGARDING INSPECTIONS - 1ST READING 4-25-16 \(2\).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*

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: May 9, 2016
SUBJECT: Introduction of New CSOs and Swearing in of New Officers



City of West St. Paul

BACKGROUND INFORMATION:

Since becoming the police chief I have brought new officers to the Council to be sworn in and to state their oath of office. Tonight the police department will be swearing in two new officers and introducing to the Council and the community, two new Community Service Officers.

New Police Officers:

1. Craig Baumeister
2. Aleck Williams

New Community Service Officers:

1. Nolan Cornell
2. Sambat "Sammy" Thoet

FISCAL IMPACT:

STAFF RECOMMENDATION:

The City Council to welcome the two new community service officers, with Mayor Meisinger performing the swearing in ceremony for the two new police officers.

PROCLAMATION
JANE E NORDIN DAY
April 22, 2016

WHEREAS, Jane Nordin has spent her entire career in Catholic schools educating the children of the great state of Minnesota

WHEREAS, Jane graduated from New Ulm Catholic High school with Honors

WHEREAS, Jane obtain her Bachelor of Science in Education from the College of St Scholastica

WHEREAS, Jane began teaching at New Ulm Catholic Middle School and was then hired on at St Joseph's in 1978 as a middle school History and English teacher

WHEREAS, Jane also served as the assistant principal from 1983-1987 and became the principal in 1988

WHEREAS, Jane furthered her education in 1990 at the University of St. Thomas by obtaining her Masters of Arts degree in Education Administration

WHEREAS, in 1994 Jane obtained her Education Specialist certificate again from the University of St Thomas

WHEREAS, Jane is a 1997 graduate of National Catholic Principals Academy in Washington D.C.

WHEREAS, Jane has been awarded National Catholic Education Association (NCEA) Distinguished Principal of the Year in 1996

WHEREAS, Jane has also been awarded the New Ulm Area Catholic Schools (NUACS) Distinguished Alum Award in 2007

WHEREAS, Jane was the recipient of the 2016, K-8 Leadership Award, presented by the Minnesota Independent School Forum

WHEREAS, when Jane is not busy educating our youth, she spends time with her daughter Lisa and son Brian, both of whom graduated from St. Joseph's as well as her two granddaughters.

WHEREAS, Jane has helped in the Catholic education of over 2,000 students over her 37 year career

NOW BE IT RESOLVED, that the Honorable Mayor David Meisinger and the members of the City Council of the City of West Saint Paul do hereby recognize Jane Nordin for being a loyal educator in the City of West St. Paul and a friend to many in our community and do hereby declare today, May 6th 2016 to be Jane Nordin Day in the City of West Saint Paul

David Meisinger, Mayor

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: May 09, 2016
SUBJECT: Accept \$150 Donation from South Robert Street Business Association



City of West St. Paul

BACKGROUND INFORMATION:

The South Robert Street Business Association has donated money to the City for events and special needs for many years from their charitable gambling program. This donation of \$150 is in support the City's spring clean-up event held on April 23rd.

FISCAL IMPACT:

		Amount
Fund:	101	
Department:	30000	
Account:	36230	\$150.00

STAFF RECOMMENDATION:

Staff recommends that the City Council accept the \$150 donation from the South Robert Street Business Association.

Dakota County
City of West St. Paul

RESOLUTION NO. 16-

RESOLUTION ACCEPTING DONATION
FROM SOUTH ROBERT STREET BUSINESS ASSOCIATION

WHEREAS, South Robert Street Business Association has donated \$150 to the City of West St Paul, and

WHEREAS, the Mayor and City Council acknowledge their generosity and extend its appreciation to South Robert Street Business Association for their donation.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts the donation of \$150 on behalf of the City of West St. Paul.

Adopted by the City Council of the City of West St. Paul this 9th day of May, 2016.

Ayes: Nays:

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: May 9, 2016
SUBJECT: Walmart Grant



City of West St. Paul

BACKGROUND INFORMATION:

Corporations often have community funding in which to establish and bolster community relationships. Walmart has been a longtime supporter of community activities and has donated funds towards City endeavors on a number of occasions.

Each year Crime Prevention Specialist Laura Vaughan researches and applies for community funding in an effort to strengthen community partnerships and stretch tax dollars. Recently Laura made an application to Walmart to receive funds for Night to Unite and other community outreach programs the police department conducts. Walmart supported her request with a \$2,000 donation.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Donation	101	30000	40453	\$2,000
Total:				\$2,000

STAFF RECOMMENDATION:

Publically thank Walmart and accept the donation by adopting the attached draft resolution.

On Motion of

Seconded by

RESOLUTION NO. 16-

RESOLUTION ACCEPTING DONATION
FROM WALMART

WHEREAS, Walmart has donated \$2,000 to the police department for use towards the Night to Unite event and other police community outreach endeavors;

WHEREAS, the Mayor and City Council acknowledges Walmart's generosity and extends their appreciation to Walmart for the donation;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts Walmart's donation of \$2,000 on behalf of the City of West St. Paul and authorizes the police department to expend these funds in the manner described by Walmart

Adopted by the City Council of the City of West St. Paul this 9th day of May, 2016.

Ayes: Nays:

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Chantal Doriott, City Clerk
DATE: May 9, 2016
SUBJECT: West St. Paul Commercial Club Donation



City of West St. Paul

BACKGROUND INFORMATION:

The West St. Paul Commercial Club has been a supporter of community activities and has donated funds towards City endeavors on a few occasions.

This year the Art on the Avenue Committee reached out to community members for sponsorship of various Art on the Avenue events. The West St. Paul Commercial Club graciously offered to sponsor the Color Dash event in the amount of \$1,000.00.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Donation				\$1000
Total:				\$1000

STAFF RECOMMENDATION:

Publically thank and graciously accept the donation from the West St. Paul Commercial Club for the City's annual Art on the Avenue event, specifically for the Color Dash.

DAKOTA COUNTY, MINNESOTA
CITY OF WEST ST. PAUL

RESOLUTION NO. 16-

RESOLUTION ACCEPTING A DONATION
FROM WEST ST. PAUL COMMERCIAL CLUB

WHEREAS, the West St. Paul Commercial Club has donated \$1,000.00 to the City of West St. Paul to use towards the annual Art on the Avenue Color Dash event;

WHEREAS, the Mayor and City Council acknowledges West St. Paul Commercial Club's generosity and extends their appreciation to the Board for this donation;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts the West St. Paul Commercial Club's \$1,000.00 donation on behalf of the City of West St. Paul and authorizes the funds to be used for the Art on the Avenue Color Dash event on July 23, 2016.

Adopted by the City Council of the City of West St. Paul this 9th day of May, 2016.

Ayes: Nays:

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk

**City of West St. Paul
City Council Meeting Minutes
April 25, 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. Armon and seconded by Clpn. Bellows to adopt the agenda with the following change:

- Remove 12C under new business to be continued.

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:

- Trash storage and temporary storage containers
- Crosswalk at Livingston and Marie Avenues

6. Robert Street Review

Public Works Director Ross Beckwith gave an update:

- April has been a little wet so it's been a slow week;
- Two contractors on the north end are working on concrete work with drainage and the median;
- Lane closures move so stay aware; and
- To the south – watermain repairs at Wentworth; this week storm sewer and excavation in this area.

- Closure on May 2 at 5:00 a.m. at Thompson for watermain work - this was pushed back from this week. The detour route is Emerson to Oakdale and back to Wentworth. This is a little trickier of a closure. Local business access only.
- Striping at Livingston and Wentworth will commence and have dedicated left lanes.
- Thanks to the motorists for taking your time and maneuvering the detours. It's been noticed and appreciated by the workers in these areas.

7. Citizen Comments

- Karen Zumach, 934 Menoman Ave. is the Vice President and Director at Tree Trust. She spoke about issues with Emerald Ash Borer and about the budget set by Council. The budget is quite low for funding of these diseased trees. She asked Council to consider the number of trees on public and private properties, costs, and the financial burden to property owners. She also asked if the city will update the ordinance. The loss of trees could have a terrible impact. Mayor indicated we budgeted around \$20,000 for this year and \$30,000 for next year. There is a plan in affect. It's our intent to have this on our next OCWS. Karen asked that going forward staff and Council keep the information public so community members know we are doing something about this issue. Clpn. Napier thanked Karen for her work on this issue and also thanked Assistant Park Director Dave Schletty and the Environmental Committee.
- Michel Orange, 1211 Bidwell Street, has his own environmental company and works with Rainbow Tree. He said the Emerald Ash Borer infestation is no small thing and is very serious. The policy is a good start but is inadequate. Six months ago he offered to do the work he does for Rainbow Tree pro bono, for West St. Paul. The model he has developed offers various ways to suppress the pest and minimize costs. This is the third time he makes this offer to assist the city with tree inventory and other aspects of the infestation. He gave information on other cities he has worked with and their plans and minimization to this pest issue. Council is interested in the offer. What would you need to complete the work? Complete tree inventory information and general information. Mayor Meisinger asked Manager Fulton to work with Mr. Orange and Director Schletty on this proposal.

8. Council Comments

Clpn. Bellows said there is a lot of street work so please be careful and watch for pedestrians. The striping is not the same on side streets as it was on Robert Street.

Clpn. Halverson supports the 7th Annual Sexual Assault event. Please contact Clpn. Halverson if you are interested in supporting this cause jhalverson@wspmn.gov.

Clpn. Armon gave thanks for helping clean up on Saturday. Also Mother's Day is coming up and there is no reason to shop anywhere else but West St. Paul for floral needs. Also, call the Governor at 651-201-3400 and Tim Kelly at 651-296-8635 in support of the transportation bills.

Mayor Meisinger said the annual open house is May 18 and held in conjunction with WSP Days. He attended a past WSP Days kick-off dinner and announced the Grand Marshals - Michelle, Erin and Amy Patrick; Officer Scott Patrick's family. The Mayor appreciates everyone who

supported the event. The annual Shred event is this Saturday from 9:00 to 12:00 noon.
Condolences to John Rhea Jr.'s family. John was a regular Council attendee and will be missed.

Clpn. Iago said a constituent mentioned that he had been hearing a lot more sirens recently, so Clpn. Iago did some checking and between police and fire there were 90 calls the first 90 days of this year. Our public safety people are very busy and they are out there doing a lot of things protecting us.

Clpn. Napier mentioned the Kiwanis breakfast on May 22 and all proceeds sponsor scholarships at the high school. He also asked everyone to dine and shop on Robert Street; please support these businesses despite the small inconvenience.

Clpn. Vitelli said thank you and complimented Henry Sibley High School who put on the play Grease. They did a great job. Here's a shout out for your hard work.

Public comment: We do have a circulator bus perusing Robert Street and the drive times are listed on the website.

9. Proclamations, Presentations and Recognitions

There were no items to present at this meeting.

10. Consent Agenda

- A. City Council Meeting Minutes – OCWS and regular meeting from March 28 and OCWS and regular meeting from April 11;
- B. List of Claims through today;
- C. March 2016 General Fund Budget Report;
- D. City Licensing – produce sales and off site gambling on May 21, application for Kowalski on May 15
- E. Interim Use Permit to allow Outdoor Display/Sale of Plants and a Food Stand - 2001 Robert St. (Cub Foods)
- F. Local Government Resolution No. 16-38 in Support of a MIF Program Application

Motion was made by Clpn. Halverson and seconded by Clpn. Vitelli to approve the consent agenda items as outlined above. All members present voted aye. Motion carried.

11. Public Hearing

A. Public Hearing and consideration of Ordinance granting Cable Communication franchise to Century

Northern Dakota County Cable Commission (NDC4) includes the Cities of Inver Grove Heights, Lilydale, Mendota, Mendota Heights, Sunfish Lake, South St. Paul, and West St Paul. NDC4 administers and enforces cable communication franchises on behalf of its member cities. Qwest Broadband Services, Inc. d/b/a CenturyLink, Inc (CenturyLink) approached NDC4 and each of

the member cities seeking a cable communications franchise. On behalf of the member cities, NDC4 followed the franchise procedure required by Minnesota Statutes as it responded to that request. The City Council held the first reading of the proposed Ordinance granting a Cable Communication Franchise to Qwest, DBA CenturyLink at its March 28 meeting.

After considerable discussion with CenturyLink representatives, NDC4 staff and legal counsel have negotiated recommended terms and conditions for a competitive cable franchise. Granting of a cable franchise to CenturyLink requires the enactment of an Ordinance by each of the member Cities. The Council is being requested this evening to hold the public hearing on this issue and consider its approval.

Comments:

- If franchise is adopted CenturyLink will begin advertising and allow residents to review companies and needs. It's a competitive choice for the people of West St. Paul.
- Ms. Miller assures the Council that we had the best representation during this process. Mr . Grogan is an attorney who represented NDC4 through the entire process. He has experience nationwide and this gives our community members other cable options.
- Something that we might see is some door to door solicitation. They would need a license. NDC4 Director Jodie Miller is also Director of the cable commission and she could assist a community person if there are issues.
- How is CenturyLink going to deliver their product? There are two separate wires – Century Link is using wires and fiber through IP and will deliver to one channel to your home at one time. Functionally the subscriber will notice little difference. The construction in the city – we hope they continue to invest in fiber and we hope they leverage existing assets.

The public hearing opened at 7:11 p.m.

No one wished to speak.

The public hearing closed at 7:11 p.m.

Motion was made by Clpn. Bellows to approve the findings of fact and adopt the Ordinance granting a Cable Communications Franchise to CenturyLink as proposed. All members present voted aye. Motion carried.

12. New Business

A. Consider amendments to City Code Chapter 50 Section 50.08 regarding discharge of prohibited clear water drainage; Sump Pumps

Manager Fulton gave an overview of the I/I program and first reading of an ordinance to amend Chapter 50 addressing our I/I issues. The intent is that a second reading will be held on May 9. Staff is recommending, and has Met Council staff support, changes to the I/I the program as follows:

- Effective July 1, 2016, change the I/I program to be something that is required to be dealt with at the time of selling a owner-occupied residential property. An I/I compliance inspection would need to occur prior to the sale of the property. This inspection would be conducted at no expense; provided an access point is made available and service line roots do not impede the ability to inspect the sanitary sewer service line. Any areas of non-compliance would need to be corrected within 12 months of the sale of the property. The owner/buyer would need to negotiate whose responsibility it is to correct any non-compliance areas.
- During the City's annual street repair program, inspections would be conducted on properties adjacent to the construction work so that any problems at the sanitary sewer main can be identified and planned for. Impacted property owners will be encouraged, but not required, to address I/I issues during the street improvement project and to work collaboratively as a neighborhood, to take advantage of the road being opened which possibly could save property owners money.
- Effective July 1, 2016, bringing rental properties into compliance would become a requirement for receiving a rental license to operate in the City. Rental properties would be required to bring the licensed facility into compliance within 24 months of receiving their next annual rental license. I/I compliance would need to be verified every 12 years. Rental properties would be responsible for identifying and correcting all internal I/I issues. The City would only inspect the service line(s) connecting to the sanitary main.
- Effective July 1, 2016, Commercial properties and Homeowner Associations would be required to become compliant within 24 months of the ordinance being approved. I/I compliance would need to be verified every 12 years after receiving first notice of compliance. The City would only inspect the service line(s) connecting to the sanitary main.
- Street excavation for correcting I/I non-compliance issues would be prohibited, except under unique circumstances as approved by the City Engineer. Any required I/I repairs within the right of way area would need to be done from outside of the right of way and not come any closer than two feet from the Sanitary Sewer main.
- The City would address any needed sanitary service line connection repairs at the time of undertaking sanitary sewermain improvements. Any repairs to the service line connection during such a project would be the financial responsibility of the City.
- Monthly surcharges for not correcting I/I non-compliance areas within the allowed timeframes would be implemented and enforced.
- Staff would recommend the I/I program be brought in house and managed through the City's Public Works Department. The City Council has already approved the hiring of an I/I liaison, who would now also be the person undertaking the inspections as well. This approach will save the City significant resources and help ensure accountability, customer friendliness, and quality of the program, including helping residents and businesses get through the process. Inspections would be scheduled through the City.
- The City would continue its current process of reimbursing 15% of all I/I repair costs for an individual property up to \$5,000 as well as provide the opportunity to have remaining I/I repair costs special assessed to the property and paid for over a ten year period at a very low interest rate. Given the "point of sale" nature of the program, the number of special assessments used for correcting I/I should be fewer as property equity is used to

cover repair costs. Deferred assessments for income qualifying seniors would also continue to be provided.

- Staff would also propose a significant community educational campaign to help property owners understand the changes to the program and importance of correcting I/I issues.

The program, as proposed, would result in around 400 to 500 annual inspections. The Met Council is aware, and is comfortable with a longer time frame for eliminating I/I, provided the City continues to make concerted progress. Should the City Council endorse this suggested approach, the following steps would be immediately taken:

- Introduce the amended I/I ordinance and set the public hearing date and final passage for May 9, 2016.
- A letter would be sent out immediately notifying all property owners currently in the process of dealing with I/I compliance repairs of the City Council's intent to modify the program as described above. Property owners will be told it will be their option whether to proceed at this time or hold off until the sale of their property to address the I/I compliance issue. The proposed letter is attached.
- Staff will work with the Met Council staff to develop a Memorandum of Understanding ensuring the acceptability of this approach without worry of subsequent surcharges until the City is substantively completed with I/I repairs.
- Staff will arrange opportunities, including the upcoming City Open House, West St. Paul Days, and ROMA meetings, and utilize social media for informing and educating the community about the program changes and I/I generally.
- A communication strategy will be developed for informing the real estate community about this additional requirement as well as the County so that this new requirement is included with property transactions. The new regulation will be placed on the St Paul Area Association of Realtors (SPAAR) website.
- Staff will work out a transition plan with SEH, allowing for current inspections to be completed and work transitioned to the City, as the new I/I Liaison joins the City organization and gets comfortable in his/her new role.
- Staff would proceed in acquiring the capital equipment necessary for undertaking the inspections. The most significant component of this will be the purchase of two cameras, which cost generally \$10,000 each.
- Staff would continue in its recruitment efforts for a qualified individual for performing the inspection, liaison, and administrative activities involved with the program.

SEH was paid \$211,467 in 2015 for its work on conducting I/I inspections. The expected cost for an in-house inspection program would be approximately \$68,800 including salary/benefits and initial office setup expenses. Capital expenses relating to the purchase of two cameras would be approximately \$20,000. First year annual savings would be approximately \$123,000.

Comments:

- Clarification – if someone wanted to do repairs now they can deal with the issue now. Every property will have to deal with the issue – it's either now or when they ultimately sell their property. Council reviewed a letter draft that would go to a property owner if this program is approved.

- Regarding senior citizens – Director Carlson said it could be part of the letter. Manager Fulton said this is not just a West St. Paul issue; it is a metro wide issue.
- Ordinance premised upon future surcharges being waived by Met Council if we comply with this program. That is true.
- Clear water into sanitary sewers is due to the primary source of sumps in homes that are pumped into the sanitary sewer system. Is there anything in the ordinance that would preclude the city in addressing the sump discharge issue early on rather than waiting? The ordinance is amended to provide for any clear water coming into the system because this is prohibited. Manager Fulton explained the way West St. Paul homes were built over many years ago. This is really an inflow question. Clpn. Bellows said sumps can be seen in a home and drain tile can't be seen without a camera. He would like instruction to address sump issues which he finds to be a problem. Manager Fulton said we are trying to limit the times staff is entering a home. If Council decides to do this in a 2-stage inspection, this may be more inconvenient. Clpn. Bellows said it is true that taking a sump discharge is the simplest of all ways to address this inflow question. Manager Fulton said it doesn't mean you are compliant.
- We are moving from having outside contracts doing inspections to in-house staff doing the inspections. This will allow us to do inspections more quickly and at a lower cost.
- Right-of-way and cost issues were discussed. The city will assume responsibility of corrections at the main during a street construction process. We deal with connection issues at the main line at the city expense. Property owner would deal with a break in the line. The ordinance may have to be revised. Clpn. Bellows is a bit concerned about issues happening in the roadway and who is responsible.
- Has Met Council given us a meter reading? We need something measurable to make sure we are gaining on this issue. We need a goal that is measurable.
- In 1960 the contractors in West St. Paul put perimeter drain tile in and tied it into the sanitary sewer. This allows for a dry basement but this is an issue that needs to be corrected.
- Clpn. Halverson does not support spending resources for two inspections. She doesn't want staff going into people's homes more than we have to. She wants the education piece of this issue to be detailed and informative. Clpn. Bellows agrees on the intensive program and agrees we let people know what their responsibilities are.
- Clpn Napier said we are at a good place with this plan. He hopes home owners will come forward and get an inspection. Learn what is up with your property and what the fix-it might be.

Public comments were taken at 7:43 p.m..

Sherry Munyon, 1334 Ohio Street, questions the difference in rental and selling. You might be penalized into a sale. Also, this proposal is awfully quick in terms of time. She had a very hard time finding information on the program on the city website. She is trying to make an affordable sale. The process and timeline are a little concerning. She doesn't like the short time line for sellers.

Erik Myers, St. Paul Realtors, is representing 6,000 realtors in 200 communities. He is concerned about the process and issue. They understand the issues with Met council and the cities

prospective on this issue. Their concern is to protect the seller and the buyer. He doesn't think attacking at the point of sale is the best process. There aren't a lot of great choices but they ask that homeowner and potential new residents are held in this ordinance. They would like to be as flexible as possible to sellers and buyers. Additional comments and thank you. He would be available for any questions. Clpn. Bellows offered comment to some of Erik's concerns. You will need to verify FHA requirements. Mayor Meisinger would like to see breakdown on properties and how long the program will take.

Some homes may not need any fix-its. Mr. Myers said the Met Council has not offered data that shows the problem exists to a high extent. Mr. Myers said he is willing to assist the City in review of data.

An ordinance, which ours is based off of, is already in place in Golden Valley.

The public comment session closed at 7:59 p.m.

Clpn. Napier explained this is a very real issue and we need to deal with it. It's been very challenging and if you have any comments please get them to us. He appreciates the realtor comments as well.

This was a first reading of this ordinance.

The second reading of an ordinance amending Chapter 50, Section 50.08 regarding discharge of prohibited clear water drainage and sump pump will be further discussed at a public hearing to be held on May 23 during the regular Council meeting and be posted on the city website as a separate item.

B. Approve Consultant Contract for Lift Stations 3, 5 and 6 Programming and SCADA Implementation Project 16-2

Director Ross Beckwith gave an overview. In March the Council authorized the City's consultant, AE2S to prepare plans and specifications and solicit bids for the replacement of lift stations 5 and 6. The project is currently advertised with a bid opening date of May 4, 2016.

Once the two new lift stations are constructed, the new controllers require operational programming so the lift stations know how and when to run. The controllers also have to be tied into our Supervisory Control and Data Acquisition (SCADA) system. SCADA is responsible for remote monitoring and alarm transmittal. These are two very critical steps which occur after construction.

Engineering, Public Works and IT staff have been involved in the design and modifications needed to run these new systems and AE2S has been a great partner in going through every detail and decision in the planning phase. When it comes to hiring a company to do the actual programming and SCADA implementation, having the company that designed everything is typically an advantage. Therefore, AE2S was asked to submit a proposal to program the controls

and implement our SCADA system to the new lift stations. AE2S is familiar with the intricacies of our system and network making them the preferred client.

Lift Station 3 has a \$40,000 line item in the CEP for new controls, programming and SCADA implementation based on the age of the current equipment. For economies of scale, this work is being combined with the \$2.1 million Lift Station 5 and 6 project.

In AE2S's preliminary probable cost breakdown for the Lift Station 5 and 6 project there was a line item of \$40,000 for programming the controls and integrating the SCADA system. So, the proposal amount of \$39,350 for Lift Stations 3, 5 and 6 fits within initial projections and the CIP budget. Combining the Lift Station 5 and 6 project (\$2.1 million) with the Lift Station 3 (\$40,000) CEP amount totals \$2.14 million. The cost of this proposal is \$39,350 and fits within the programmed amount.

Comments:

- Mayor and Council made comments.
- Concern that a project didn't include the programming. Director Beckwith was not here at that time and he is moving forward with what he has.
- Will there be disruption in service? During the bypass pumping there is no room for error

Motion was made by Clpn. Halverson and seconded by Clpn. Vitelli to approve a contract with AE2S, Inc. for programming and SCADA implementation of Lift Stations 3, 5 and 6 for an amount not to exceed \$39,350.00. Clpns. Armon, Halverson, Napier, Iago, and Vitelli voted aye. Clpn. Bellows abstained. Motion carried.

C. Rental License Applications - NET Ministries Inc. (1924 Bidwell, 1990 Stryker, 76 Crusader)

Assistant Community Development Director Ben Boike explained this item would be reviewed at a future meeting.

13. Old Business

A. Rental License Review – 218 Annapolis & 966/976 Robert Street (1234 Properties, LLC)

Assistant Director Ben Boike gave an overview of these provisional licenses. Staff typically gives an update after three months for these types of provisional licenses. Police calls are minimal with one being recorded. A couple of code compliance letters have been issued and the owner is working to get these corrected. There are a couple of mitigation items pending which Director Boike reviewed. The final item is that the security camera has not been installed but the owner is working on it. This review is to provide an update since these are provisional licenses.

Council comments:

- License remains provisional – yes, that is correct.

David Brooks asked to address a few issues.

- He has been compliant with all homeowner dues. He is a little concerned with the property. He has offered to purchase these condos and has offered to reinvest up to \$300,000 for capital improvements. He is a little concerned about the water being turned off on May 2 and will work with Assistant Director Boike to figure it out.
- Issue with camera security system – he purchased it but has a person renting with schizophrenia and that person has an issue with being filmed. Mr. Brooks wants to make sure he is not breaking any HIPPA laws. The camera is scheduled to be installed on Tuesday. The police will have access to review the recordings.
- There have been no calls at Annapolis. The onsite manager is on duty. Mr. Brooks recently reviewed police calls with Crime Presentation Specialist Laura Vaughn.
- He would donate \$5,000 a year to the police dept. and emergency management if he is operating in West St. Paul.
- There was \$9,000 assessed or it might have been \$8,000. You need to have a source and use of funds which he did not produce. The financials you read from the last Council meeting were unaudited. His CPA did not like the unaudited findings. Mr. Brooks gave an explanation.

Council asked staff to look into the water being turned off at this building.

14. Adjourn

Motion was made by Clpn. Napier and seconded by Clpn. Halverson to adjourn the meeting at 8:25 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: Police Department
DATE: May 9, 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 for Exempt Gambling Permit (Raffle) for UMOGD-Sight Preservation Foundation for an event to be held at Southview Country Club, 239 Mendota Rd E, on August 8, 2016.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Background Fee	101	30000	34208	25.00
Total:				25.00

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: Joan Carlson, Finance Director
DATE: May 09, 2016
SUBJECT: Reauthorization for Membership in the 4M Fund



City of West St. Paul

BACKGROUND INFORMATION:

The Minnesota Municipal Money Market Fund—the 4M Fund—is a customized cash management program created in 1987 by the League of Minnesota Cities to provide a unique investment alternative to address the daily and long term investment needs of Minnesota cities and other municipal entities.

West St Paul has been a member of the 4M Fund for many years however; we have had very little activity the past 5 years and currently have a small balance of under \$5,000. I would like to use their Bond Proceeds Management Program for our upcoming bond sale and they have requested that the Council approve the attached Reauthorizing Resolution.

FISCAL IMPACT: None

		Amount
Fund:	101	
Department:	30000	
Account:	36230	0

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Resolution Reauthorizing Membership in the 4M Fund.

Dakota County
City of West St. Paul

RESOLUTION NO. 16-

Resolution Reauthorizing Membership in the 4M Fund

WHEREAS, Minnesota Statutes (the Joint Powers Act) provides that governmental units may jointly exercise any power common to the contracting parties; and

WHEREAS, the Minnesota Municipal Money Market Fund (the 4M Fund) was formed in 1987, pursuant to the Joint Powers Act and in accordance with Minnesota Investment Statutes, by the adoption of a joint powers agreement in the form of a Declaration of Trust; and

WHEREAS, the Declaration of Trust, which has been presented to this Council, authorizes municipalities of the State of Minnesota to become Participants of the Fund and make use from time to time including the 4M Liquid Asset Fund, the 4M Plus Fund, the Term Series, the Fixed Rate Programs, and other Fund services offered by the Fund; and

WHEREAS, this Council deems it to be in the best interest for the municipality to make use of, from time to time, the approved services provided by the 4M Fund's service providers including the Investment Advisor (Prudent Man Advisors, Inc.) or Sub-Advisor (RBC Global Asset Management (U.S.) Inc.), the Administrator (PMA Financial Network, Inc.), the Distributor (PMA Securities, Inc.) or the Fixed Rate Program Providers, PMA Financial Network, Inc. and PMA Securities, Inc., and the Custodian, U.S. Bank National Association, ("Service Providers") and/or their successors.

WHEREAS, this Council deems it advisable for this municipality to enter into the Declaration of Trust and become a Participant of the Fund for the purpose of joint investment with other municipalities so as to enhance the investment earnings accruing to each; now, therefore BE IT RESOLVED AS FOLLOWS:

Section 1. This municipality shall become (or renew its membership as) a Participant of the Fund and adopt and enter into the Declaration of Trust, a copy of which shall be filed in the minutes of this meeting. The appropriate officials are hereby authorized to execute those documents necessary to effectuate entry into the Declaration of Trust and the participation of all Fund programs.

Section 2. This municipality is authorized to invest monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Declaration of Trust. The following officers of the municipality or their successors are designated as "Authorized Officials" with authority to effectuate investments and withdrawals in accordance with the Declaration of Trust:

Print Name/Title Signature

Print Name/Title Signature

Print Name/Title Signature

The treasurer shall advise the Fund of any changes in Authorized Officials in accordance with Fund procedures.

Section 3. The Trustees of the Fund are designated as having official custody of those monies invested in accordance with the Declaration of Trust.

Section 4. That the municipality may open depository and other accounts, enter into wire transfer agreements, safekeeping agreements, third party surety agreements securing deposits, collateral agreements, letters of credit, lockbox agreements, or other applicable or related documents with institutions participating in Fund programs including U.S. Bank National Association, or its successor, or programs of PMA Financial Network, Inc. or PMA Securities, Inc. for the purpose of transaction clearing and safekeeping, or the purchase of certificates of deposit (“CDs”) or other deposit products and that these institutions shall be deemed eligible depositories for the municipality. PMA Financial Network, Inc. and PMA Securities, Inc. and their successors are authorized to act on behalf of this municipality as its agent with respect to such accounts and agreements. Monies of this entity may be deposited in such depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fund’s Programs available through its Services Providers.

It is hereby certified that the Council of _____[Entity Name] adopted this Resolution at a duly convened meeting of the Council held on the ____ day of _____, 201_, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

Ayes: Nays:

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: May 9, 2016
SUBJECT: Dakota County Domestic Preparedness JPA Renewal



City of West St. Paul

BACKGROUND INFORMATION:

In late 2003, the County and eleven cities signed a Joint Powers Agreement and formed the Dakota County Domestic Preparedness Committee (DCDPC). The Committee assisted in the development of a Special Operations Team (SOT) to respond to the unique rescue demands of a weapon of mass destruction incident or a large-scale disaster. The SOT is comprised of employees from the County and all eleven cities with members from fire, law enforcement, and emergency medical services. The team has responded to incidents involving hazardous materials and technical rescues at locations throughout the County.

The challenges and capabilities required for an effective public safety response continued to expand in the years following the creation of the DCDPC. The DCDPC evolved into an efficient organization for the communities in Dakota County to coordinate planning, training, purchasing of specialized response equipment and conducting training exercises. Some examples are listed below:

Hazardous Material Release – The SOT members are all trained hazardous materials technicians and have responded to tanker truck accidents, leaks involving propane, chlorine and ammonia, and meth labs. Specialized equipment allows the team to respond to and contain leaks as well as monitoring the environment to protect their members and inform local agencies regarding the need for evacuations to protect the public.

Collapsed Structure Rescue - Partnering with the State of Minnesota, SOT is one of five regional collapsed structure rescue teams that comprise the Minnesota Task Force 1 Urban Search and Rescue program. This capability has been deployed for a range of activities including the rescue of an individual from a silo in Farmington to responding to the I-35 bridge collapse.

Planning – Completing an inventory of Critical Infrastructure and Key Resources (CI/KR) for preplanning and the development of a Threat and Hazard Inventory and Risk Assessment (THIRA) to assist in identifying capability gaps and targeting areas for improvement.

Exercises - Developing an Exercise Design Team that has coordinated the development of training exercises across the County that are both countywide and across multiple cities. Example exercises have included an active shooter situation at a mall, a transit based terrorist attack of a bus and various hazardous material incidents.

Training – Building knowledge in the first responder community by conducting joint fire, police, SWAT and emergency medical services training for active shooter situations (3-ECHO), Critical Thinking workshops for field supervisors on how to manage and respond to complex incidents and deployment of a damage assessment tool for first responders to rapidly collect and communicate storm damage.

Equipment – The coordinated use of Homeland Security Grant funds has contributed to the purchase of equipment to improve the safety of first responders and to enhance local capabilities. Some examples include hazardous materials detection equipment, respirators, ballistic vests, encrypted radios, back-up emergency operations center equipment, rescue equipment (rope, confined space, trench, water, building collapse) and tourniquets.

The DCDPC has completed a review of the current Joint Powers agreement and is proposing several changes to better align the document with the operations of the DCDPC as it has developed over the past dozen years. The major changes are highlighted in the summary below:

- Allows for alternate committee representatives to be appointed members;
- Renames the Special Operation Team Leader to Team Manager;
- Splits the Secretary and Treasurer duties into two positions;
- Assigns the Treasurer duties to the Dakota County Emergency Preparedness Coordinator;
- Allows contracting with public entities that are not parties to the agreement for Special Operations Team members;
- Requires liability insurance through the League of MN Cities Insurance Trust;
- Adds non-stacking language to the Liability section; and
- Modifies a members share of DCDPC expenses based on the decennial federal census or the five-year mid-decennial census adjustment made by the Metropolitan Council

Dakota County is the fiscal agent for the DCDPC JPA and as such it was logical to tie the Treasurer duties to the County's representative on the DCDPC. During the term of the existing JPA the West St. Paul and South St. Paul Fire Departments merged to form the South Metro Fire Department (SMFD) JPA. Although the cities are members of the DCDPC, the JPA requires modification to allow for the employees of the SMFD to participate in the SOT. This also allows for other non-member jurisdictions to participate in the SOT such as the Miesville Fire and Randolph/Hampton Fire Departments.

The DCDPC also desired to smooth adjustments to member fees by modifying the per capita allocation on a five year basis instead of being based on ten year census data.

A copy of the First Amended and Restated Joint Powers Agreement for Dakota County Domestic Preparedness Committee is attached to this memo and a draft resolution authorizing its adoption. For the Council's convenience I have included both a mark-up and a clean copy of the JPA

FISCAL IMPACT:

The modification of the JPA does not reduce or increase the City’s fiscal situation with this partnership; with our annual membership fee being about \$6,135. Each year the police chief budgets for this fee. However, the DCDPC receives between \$300,000 and \$400,000 each year in grant funds funneled to the DCDPC from Dakota County to establish and sustain emergency response programs to include equipment, supplies and contracts. In short, the City could not provide a fraction of this preparedness on our own.

Action	Fund	Department	Account	Amount
Annual DCDPC Fee	101	42500	40433	\$6,135
Total:				\$6,135

STAFF RECOMMENDATION:

Staff recommends the Council authorize the City Manager to sign and execute the First Amended and Restated Joint Powers Agreement for Dakota County Domestic Preparedness Committee Joint Powers Agreement and adopt the attached draft resolution.

On Motion of Clpn.

Seconded by Clpn.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT:
DAKOTA COUNTY DOMESTIC PREPAREDNESS COMMITTEE JPA AMENDMENT

WHEREAS, the West St Paul City Council supports efforts to be better prepared for any potential disasters/emergencies in Dakota County; and

WHEREAS, the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management, has provided funding from the federal government to enhance domestic preparedness; and

WHEREAS, the planning, training, purchase of response equipment and exercises are most efficiently and effectively implemented on a whole community basis; and

WHEREAS, the West St Paul City Council authorized the execution of the Joint Powers Agreement that formed Dakota County Domestic Preparedness Agency with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul; and

WHEREAS, the members of the Domestic Preparedness Committee have reviewed and are proposing updates to the Domestic Preparedness Committee Joint Powers Agreement to align the operations of the Committee with the language of the Agreement; and

WHEREAS, the major changes to the Agreement that are proposed by the members are shown below; and

- Allows for alternate members to be appointed;
- Renames the Special Operation Team Leader to Team Manager;
- Splits the Secretary and Treasurer duties into two positions;
- Assigns the Treasurer position to the Dakota County Emergency Preparedness Coordinator;
- Allows contracting with public entities that are not parties to the agreement for Special Operations Team members;
- Requires liability insurance through the League of MN Cities Insurance Trust;
- Adds non-stacking language to the Liability section; and
- Adjustments to dues are modified based the decennial federal census or the five-year mid-decennial census adjustment made by the Metropolitan Council.

WHEREAS, the County and the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul desire to amend and restate the Dakota County Domestic Preparedness Committee Joint Powers Agreement.

NOW, THEREFORE, BE IT RESOLVED, That the West St Paul City Council hereby authorizes the City Manager to execute the First Amended and Restated Joint Powers Agreement for Dakota County Domestic Preparedness Committee with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul for the creation of a Domestic Preparedness Committee, subject to approval by the City Attorney as to form.

Adopted by the City Council of the City of West St. Paul on this 9th day of May, 2016.

Ayes: Nays: Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

Agreement between Dakota County
Domestic Preparedness Committee
and _____*_____ for
Special Operations Team Participation

The parties to this agreement are the Dakota County Domestic Preparedness Committee, the governing board of the Dakota County Domestic Preparedness Agency, a joint powers entity of the State of Minnesota (Committee) and _____*, a _____** of the State of Minnesota (_____***).

1. Purpose. The purpose of this agreement is to enable _____*** to assign one or more of its public employees to the Special Operations Team (SOT) established by the Committee pursuant to paragraph 5.2.1 of the First Amended and Restated Joint Powers Agreement for Dakota County Domestic Preparedness Agency and to enable the Committee to accept such employees as participants in the SOT, on the terms and conditions stated herein. Public employees, for purposes of this agreement, include public employees who are firefighters, licensed peace officers, emergency medical technicians, building inspectors, public works employees, public health workers, information technology workers, among others.
2. Term. This agreement shall be in effect as of the date that it is executed by both parties and shall remain in effect indefinitely or until either party withdraws pursuant to paragraph 5 of this agreement.
3. Assignment of Employees.
 - a. Assignment. _____*** may assign its public employees to SOT, only with the consent of the Committee, which consent may be withdrawn by the Committee at any time, and in accordance with the procedures of the Committee and the SOT for this purpose. Employees so assigned remain employees of _____*** and will not be deemed employees of the Committee or the SOT. When the SOT is providing assistance to a party of the Committee, _____*** shall compensate its employees just as if they were performing the duties within and for _____***.
 - b. Workers' Compensation. _____*** shall be responsible for injuries to or death of its own employees and shall maintain workers' compensation coverage or self-insurance coverage, covering its own employees while they are providing assistance as a member of the SOT. _____*** waives the right to sue the

Committee or any of its members thereof for any workers' compensation benefits paid to its employees or their dependents, even if the injuries were caused wholly or partially by the negligence of the Committee or any of the members thereof.

- c. Damage to Equipment. _____ *** shall be responsible for damage to or loss of its own equipment occurring during training or deployment of the SOT. _____ *** waives the right to sue the Committee or any of the members thereof for any damages to or loss of its equipment, even if the damages or losses were caused by the negligence of the Committee or any member thereof.
- d. Liability. For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), employees assigned by _____ *** to the SOT are deemed to be employees of _____. _____ *** agrees to defend, indemnify and hold harmless Committee and any of the members thereof against any claims brought or actions filed against the Committee or any of the members thereof or any officer, employee or agent thereof for injury to, death of, or damage to the property of any third person or persons, arising from the action or omission of its employees while providing assistance as a member of the SOT. Under no circumstances shall _____ *** be required to pay on behalf of itself and the Committee and any of the members thereof any amounts in excess of the limits of liability established in Minn. Stat. Ch. 466 applicable to any one entity. The limits of liability for Committee, any of its members and for _____ *** may not be added together to determine the maximum amount of liability for any of them.
- e. Costs. _____ *** is not entitled to reimbursement by the Committee or any member thereof of its costs incurred in connection with activities undertaken pursuant to this agreement, except for its costs which may be reimbursable and are in fact reimbursed pursuant to paragraphs 9.8.1 and 9.8.2 of the First Amended and Restated Joint Powers Agreement for Dakota County Domestic Preparedness Agency. The Committee may voluntarily reimburse other costs to the extent that grant funds are available.

4. Committee.

- a. Consent. The Committee hereby consents to the assignment by _____ *** of its public employees to participate on the SOT, on the condition that _____ *** and its employees comply with all applicable Committee and SOT policies and procedures. The Committee hereby reserves the right, at any time it deems appropriate, to withdraw its consent provided hereunder for any reason.
- b. Charges. The Committee agrees to remit to _____ *** any funds that it receives with respect to services provided by _____ *** while participating on the SOT pursuant to paragraphs 9.8.1 and 9.8.2 of the First Amended and Restated Joint Powers Agreement, to the same extent as if _____ *** were

a party to said agreement. Except as provided in this subparagraph b, the Committee shall have no obligation to reimburse any costs incurred by _____
*** for assigning its employees to participate on the SOT.

5. Miscellaneous.

- a. Withdrawal and Termination. Either party may withdraw from this agreement without cause upon thirty days' written notice to the other.
- b. Effect of Termination. Termination of this agreement shall not discharge any liability, responsibility or other right of either party which arises from the performance of or failure to adequately perform the terms of this agreement prior to the effective date of termination.
- c. Amendments. This agreement may be amended only in writing and upon the consent of the governing bodies of the two parties.
- d. Records, accounts, reports. The books and records of the Committee shall be subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. § 16B.06, subd. 4.
- e. Severability. The provisions of this agreement are deemed severable. If any part of this agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this agreement unless the part or parts that are void, invalid or unenforceable shall substantially impair the value of the entire agreement with respect to either party.

In Witness Whereof, the parties have executed this agreement on the dates indicated below.

DAKOTA COUNTY DOMESTIC
PREPAREDNESS COMMITTEE

**

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Approved as to form:

Assistant County Attorney Date

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**FIRST AMENDED AND RESTATED
JOINT POWERS AGREEMENT FOR ~~THE~~ DAKOTA COUNTY
DOMESTIC PREPAREDNESS ~~AGENCY~~ COMMITTEE**

This First Amended and Restated Joint Powers Agreement (“Agreement”) is by and among the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul, municipal corporations organized under the laws of the State of Minnesota, and the County of Dakota, a political subdivision under the laws of the State of Minnesota. This Agreement amends, restates and replaces the Joint Powers Agreement for Dakota County Domestic Preparedness Agency Committee adopted in 2003 by the same group of municipal corporations and the County of Dakota. This Agreement is made pursuant to the authority conferred upon the Parties by Minn. Stat. 471.59.

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1. Name. The ~~p~~Parties hereby establish the Dakota County Domestic Preparedness ~~Agency Committee~~ Joint Powers Agreement.

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2. Parties. The ~~P~~parties to this ~~a~~Agreement shall consist of ~~as many~~ of the following entities ~~that approve this agreement and execute a separate signature page to become P~~parties:

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- City of Apple Valley
- City of Burnsville
- City of Eagan
- City of Farmington
- City of Hastings
- City of Inver Grove Heights
- City of Lakeville
- City of Mendota Heights
- City of Rosemount
- City of South St. Paul
- City of West St. Paul
- County of Dakota

3. Purpose. The purpose of this ~~a~~Agreement is to provide for the joint exercise of the ~~p~~Parties’ powers to plan for and to respond to the need of first responders for special response operations caused by the occurrence of large-scale disasters or emergencies, as defined in paragraph 9.2, within Dakota County. The joint exercise of the ~~p~~Parties’ powers pursuant to this ~~a~~Agreement is intended to supplement and complement but not supplant the ~~p~~Parties’ joint and individual powers to plan for and respond to the occurrence of other emergency or unforeseen events occurring within Dakota County, as provided in the ~~members’~~Parties’ respective emergency operations plans and similar plans.

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4. Governance.

4.1. Governing Board. The governing board formed pursuant to this ~~Joint Powers~~ Agreement shall be known as the Dakota County Domestic Preparedness Committee.

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4.1.1. Membership. The Committee shall be constituted as follows:

one member ~~and one alternate member~~ appointed by each member ~~C~~city;

one member appointed by the Dakota County Sheriff;

Dakota County Emergency Preparedness Coordinator ex officio;

one Dakota County city manager/administrator appointed by the Dakota County Board of Commissioners, consistent with the recommendation of the city managers/administrators within Dakota County;

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one member appointed by the Dakota County Emergency Medical Services Council;

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the Team ~~Manager Leader~~ of the Special Operations Team appointed pursuant to paragraph 5.2.4;

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one member appointed by the Dakota County Public Health Director; ~~and~~

Dakota County Attorney ~~ex officio~~ or designee ex officio; ~~and-~~

~~one member appointed by each entity that has entered into a contract pursuant to paragraph 7.2.1.~~

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The appointees of the Dakota County Public Health Director and the Dakota County Attorney or designee ~~and other entities under contract~~ shall be non-voting members of the Committee and shall not be counted for quorum purposes.

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4.1.2. Additional Member. In the event that none of the members appointed by the cities is a fire chief or none is a police chief, the Dakota County Fire Chiefs Association or Dakota County Police Chiefs Association, as appropriate, may appoint a member who is a fire fighter or police officer to the Committee. Such appointment shall endure until such time as a ~~member~~ city Party appoints a member who is a fire chief or police chief. ~~Such member shall be counted for quorum purposes and shall be a voting member.~~

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4.1.3. Documentation. Resolutions or other documentation of appointments shall be filed with the Dakota County Emergency Preparedness Coordinator.

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4.1.4. Members not Employees. Members of the Committee shall not be deemed to be employees of the Committee and will not be compensated for serving on the Committee.

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4.2. ~~Terms; Vacancies.~~ Members shall serve at the pleasure of the appointing ~~P~~party and may be removed only by the appointing ~~party~~Party. Vacancies may be filled only by the appointing ~~party~~Party. Incumbent members serve until a successor has been appointed.

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4.3. Chair and Vice Chair. In January of each year the Committee shall elect a Chair and Vice Chair from its membership for one-year terms. The Chair shall preside at all meetings of the Committee and shall perform other duties and functions as determined by the Committee. The Vice Chair shall preside over and act for the Committee during the absence of the Chair.

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4.4. ~~Secretary/Treasurer.~~ In January of each year the Committee shall elect a ~~Secretary/Treasurer~~ from its membership for a one-year term. ~~The Secretary/Treasurer shall assist the Chair in overseeing the Committee's budget and finances.~~

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4.5 Treasurer. The Dakota County Emergency Preparedness Coordinator shall serve as Treasurer for the Committee. The Treasurer shall assist the Chair in overseeing the Committee's budget and finances.

4.65. Meetings. The Committee shall have regular meetings at such times and places as the Committee shall determine. Special meetings may be held on reasonable notice by the Chair or Vice Chair. The presence of a majority of the voting members of the Committee shall constitute a quorum. No action may be taken unless a quorum is present.

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4.76. Voting. Each Committee member shall be entitled to one vote. Proxy votes are not permitted. The Committee shall function by a majority vote of the Committee members present.

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5. Duties of the Committee.

5.1. Program. The Committee shall formulate a program to carry out its purposes. The Committee shall carry out and implement its programs to the extent possible. The program shall include the following:

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Promote the development and awareness of response plans and enhance the planning capabilities at all levels of government within Dakota County to prevent, respond to and recover from Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) threats, acts of terror, or natural and manmade disasters.

Establish a process to efficiently use funding to address identified priorities with countywide benefits and meet all grant reporting requirements.

Promote the hardening and development of response preplans for critical public and private sector infrastructure within the county based on risk and capability gaps.

Develop and enhance countywide capabilities to respond to the consequences of CBRNE threats, acts of terror, or natural and manmade disasters through training and equipment acquisition.

Demonstrate the countywide capacity and ability to respond to CBRNE events, acts of terror, or natural and manmade disasters through drills, tabletop and functional exercises.

Promote interoperability of emergency voice and data communications throughout Dakota County by incorporating interoperability into plans and exercises.

Promote the public's understanding of emergency warning and notification capabilities within Dakota County.

Promote the development of plans and exercises to ensure the continuity of county and local governments.

Promote the capability of Dakota County's and the cities' Emergency Operations Centers (EOCs) to manage, communicate, and coordinate in the event of CBRNE events, acts of terror, or natural and manmade disasters.

5.2. Special Operations Team.

5.2.1 Establishment.—The Committee shall establish a Special Operations Team (SOT) with the capability of providing specialized response ~~technical rescue~~ operations for which specific training and equipment are required and which are not currently available to all of the members. The Committee will ensure that the SOT is established, that its members are trained to applicable federal and state standards, and that the necessary and appropriate equipment is purchased and made available for use by the SOT.

5.2.2 Procedures. The Committee will ensure that procedures are established so that the SOT is able to respond to large-scale disasters or emergencies occurring anywhere within the jurisdictions of the ~~p~~Parties to this ~~a~~Agreement. Procedures of the SOT are subject to the review and approval of the Committee.

5.2.3 Members. The Parties agree to assign employees and make equipment available to the SOT. Members of the SOT will remain employees of ~~the appointing Pparty their employing agency~~ and will not be deemed employees of the Committee or the SOT. ~~The Pparties agree to assign employees and make equipment available to the SOT.~~

5.2.43. Team LeaderManager. The Committee shall appoint a Team ~~Leader-Manager~~ who will be responsible for ensuring that the Committee accomplishes the duties described in paragraph 5.2. The Team Manager shall be an employee of a Party.

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5.3 Subcommittees. The Committee may create subcommittees to carry out the duties of the Committee as needed to support the Committee. The actions of all subcommittees are subject to approval by the Committee.

6. Reservation of Authority. All responsibilities not specifically set out to be jointly exercised by the Committee under this ~~a~~Agreement are hereby reserved to the ~~p~~Parties and each of them.

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7. Powers of the Committee.

7.1. General Powers. The Committee is hereby authorized to exercise such authority as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in paragraph 7.2.

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7.2. Specific Powers.

7.2.1. The Committee may enter into any contract necessary or proper for the exercise of its powers or the fulfillment to its duties and enforce such contracts to the extent available in equity or at law, including contracts with South Metro Fire Department, Metropolitan Council/Metro Transit Police Department, and units of local government in Dakota County that are not Parties to this Agreement, to provide such entities with the opportunity to assign members to the SOT. The Committee may approve any contract relating to this ~~a~~Agreement up to the amount approved in the annual budget and may authorize the Chair to execute those contracts. No payment on any invoice shall be authorized unless approved by at least two of the three officers elected pursuant to paragraphs 4.3 and 4.4. The Chair shall report to the Committee any such payments at its next meeting.

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7.2.2. The Committee may disburse funds in a manner which is consistent with this ~~a~~Agreement and with the method provided by law for the disbursement of funds by Dakota County.

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7.2.3. The Committee may apply for and accept gifts, grants or loans of money or other property or assistance from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.

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7.2.4. ~~The Committee may obtain liability insurance or other insurance it deems necessary to insure the Committee and its members for actions of the Committee and its members arising out of this agreement.~~The Committee shall maintain liability coverage for the actions of the Agency and the Committee with the League of Minnesota Cities Insurance Trust (LMCIT) with a limit of coverage equal to or greater than consistent with the liability limits under Minn. Stat. Chs. 466, under standard LMCIT liability coverage forms. The Committee shall also obtain tail coverage following termination of the ~~a~~Agreement to cover the statute of limitations during which a claim could be made against the Agency or Committee. Such insurance shall name each Party as a covered party

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7.2.5. All powers granted herein shall be exercised by the Committee in a fiscally responsible manner and in accordance with the requirements of law. The purchasing and contracting requirements of Dakota County shall apply to the Committee.

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8.1. Budget Adoption. By April 1 of each year the Committee shall adopt an annual workplan and operating and capital budgets for the following calendar year including a statement of the sources of funding.

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8.2. Budget and Accounting Services. Dakota County agrees to provide all budgeting and accounting services necessary or convenient for the Committee. Such services shall include but not be limited to: management of all funds, payment for contracted services and other purchases, and relevant bookkeeping and recordkeeping. Dakota County contracting and purchasing requirements shall apply to transactions of the Committee.

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8.3. Expenses. The Pparties understand and acknowledge that the activities and duties of the Committee are to be funded first by grant monies from the federal government, state government or other associations and agencies. Nevertheless, the pParties agree to contribute to funding, if necessary, for the expenses of the Committee, to the extent not covered by grant funds. Each pParty agrees annually to appropriate funds for the expenses of the Committee not covered by grant funds, on a population basis, subject to each city council's or the county board's adoption of a resolution authorizing any such appropriation. For purposes of this paragraph, Dakota County's population is the population of the townships within Dakota County. Population basis means the decennial federal census or the five-year mid-decennial census adjustment made by the Metropolitan Council, whichever is the most recent in time.

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for, receiving and expending grant funds made available for the purposes identified in this paragraph.

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9. Special Operations Team Activation and Use.

- 9.1. Purpose. The purpose of this section 9 is to provide for the deployment of the SOT established pursuant to paragraph 5.2, so that the SOT may be utilized by any partyParty to this aAgreement in the event of a large-scale disaster or emergency within their jurisdiction. It is not the purpose of this section to provide for or address in any way requests by one partyParty of another partyParty for other services, or to supplant other mutual aid agreements to which any of the Pparties may be signatory.

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- 9.2. Definitions.

SOT Team Leader-Manager – the person designated by the SOT who is responsible for exercising tactical control of personnel and equipment provided by the SOT and who coordinates with the Committee Chair whenever the SOT is requested to be deployed or is deployed

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Requesting pParty – a pParty to this aAgreement who has requested that the SOT provide specialized response operations

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Special Operations Team (SOT) – a group of personnel assigned by the pParties who will be trained and organized to provide special response operations to any pParty who requests them, and which may include personnel of other entities that have entered into an agreement with the Committee pursuant to paragraph 7.2.1.

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Specialized Response Operations – specialized rescue services for problem-specific emergency situations, including, but not limited to structural collapse, technical rope rescue, hazardous materials, wild land rescue, confined space rescue, trench rescue, water rescue, vehicle/machinery disentanglement, and the like, including training events for such services.

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- 9.3. Requests for assistance. Whenever a pParty, in its sole discretion, determines that the conditions within its jurisdiction cannot be adequately addressed by that jurisdiction because of a disaster or large-scale disaster or emergency, the pParty may request orally or in writing that the SOT provide specialized response operations to the pParty.

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- 9.4. Response to Request for assistance. Upon a request for assistance of the SOT, SOT Team Leader-Manager may authorize, direct and permit the SOT to provide assistance

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to the requesting pParty. Whether the SOT shall provide such assistance, and the extent of such assistance, shall be determined solely by the SOT Team ~~Leader~~Manager. Failure to provide assistance in response to a request made pursuant to this aAgreement will not result in any liability to the SOT or to any other pParty. SOT Team ~~Leader~~Manager shall notify the Chair or Vice Chair any time the SOT Command consents to provide assistance to a pParty, pursuant to this aAgreement. If a request is made by a governmental unit not a pParty to this aAgreement, the SOT Team ~~Leader~~Manager may provide assistance only with the approval of the Chair or Vice Chair, pursuant to Committee policy.

9.5. Recall of assistance. The SOT Team ~~Leader~~Manager may at any time and in its sole judgment terminate and recall the SOT or any part thereof. The decision to recall the SOT provided pursuant to this aAgreement will not result in liability to the SOT.

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9.6. Direction and Control. Personnel and equipment of the SOT shall remain under the direction and control of the SOT Team ~~Leader~~Manager.

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9.7. Exercise of Police Power. Any member of the SOT who is a licensed peace officer and who is providing assistance pursuant to this aAgreement has the full and complete authority of a peace officer as though appointed by the requesting pParty and licensed by the State of Minnesota provided the officer meets the requirements set forth at Minn. Stat. § 471.59, subds. 12(1) and (2).

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9.8. Compensation.

9.8.1. Parties to this aAgreement. When the SOT provides services to a requesting Pparty, the personnel of the SOT shall be compensated by their respective employers just as if they were performing the duties within and for the jurisdiction of their appointing Pparty. ~~Except as provided in Paragraph 9.8.2., No~~ charges will be levied by the ~~Committee~~ SOT for specialized response operations provided to a requesting Pparty pursuant to this aAgreement unless that assistance continues for a period exceeding ~~48-24~~ hours. If assistance provided pursuant to this aAgreement continues for more than ~~48-24~~ hours, the ~~Committee~~ SOT shall submit to the requesting Pparty an itemized bill for the actual cost of any assistance provided, including salaries, overtime, materials and supplies. The requesting Pparty shall reimburse the ~~Committee~~ SOT for that amount.

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9.8.2. Third Parties. In the event that the SOT is activated and deployed at the request of Party to this agreement, to provide specialized response operations at a disaster or large-scale emergency for which a third party may bear financial responsibility, the Committee shall submit to the requesting Party without delay an itemized bill for the actual cost of assistance provided, including salaries, overtime, materials and supplies. The requesting Party shall reimburse the Committee its proportionate share of funds received from any third party, if any, for the full cost of the assistance.

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9.9. Workers' Compensation. Each pParty to this aAgreement shall be responsible for injuries to or death of its own employees. Each pParty shall maintain workers' compensation coverage or self-insurance coverage, covering its own personnel while

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they are providing assistance as a member of the SOT. Each pParty to this Agreement waives the right to sue any other pParty for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other pParty or its officers, employees or agents.

- 9.10. **Damage to Equipment.** Each pParty shall be responsible for damage to or loss of its own equipment occurring during deployment of the SOT. Each pParty waives the right to sue any other pParty for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other pParty or its officers, employees or agents.

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140. **Liability.** ~~For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), persons assigned to the SOT are deemed to be employees of the pParty that has assigned them to the SOT. Each pParty agrees to defend, indemnify and hold harmless the other pParties against any claims brought or actions filed against any other pParty or any officer, employee or agent of such other pParty for injury to, death of, or damage to the property of any third person or persons, arising from the action or omission of its other personnel while serving as a member of the Committee or while providing special operations services pursuant to this agreement. Under no circumstances shall a pParty be required to pay on behalf of itself and other pParties to this agreement any amounts in excess of the limits of liability established in Minn. Stat. Ch. 466 applicable to any one pParty. The limits of liability for some or all of the pParties may not be added together to determine the maximum amount of liability for any one pParty. For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), persons assigned to the SOT are deemed to be employees of the Party that has assigned them. Each Party agrees to defend, indemnify and hold harmless the other Parties against any claims brought or actions filed against any other Party or any officer, employee or agent of such other Party for injury to, death of, or damage to the property of any third person or persons, arising from the action or omission of its other personnel while serving as a member of the Committee or while providing special operations services or engaged in training events pursuant to this agreement.~~

The Agency Committee is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

With the exception of workers compensation liability which is addressed in Section 9.9 of this Agreement, the Agency Committee shall defend and indemnify the Parties, and their officers, employees, volunteers and agents, from and against all claims, damages, losses, and expenses, including reasonable attorney fees, arising from the Agency Committee activities or operations, including deployments of the SOT, and decisions of the Committee.

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To the fullest extent permitted by law, action by the pParties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the pParties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provided further that for purposes of that statute, each individual pParty to this Agreement expressly declines responsibility for the acts or omissions of any other pParty. The pParties to this Agreement are shall not liable for the acts or omissions of another pParty to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other pParties.

Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses. Under no circumstances shall the Committee or a pParty be required to pay on behalf of itself and any other pParties any amounts in excess of the limits of liability established in Minnesota Statutes Ch. 466 applicable to any third party claim. The statutory limits of liability for some or all of the Pparties may not be added together or stacked to increase the maximum amount of liability for any third party claim.

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Any excess or uninsured liability shall be borne equally by all the pParties, but this does not include the liability of any individual officer, employee, or agent which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

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Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee or volunteer of any member for any act or omission for which the officer, employee or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

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112. Term Effective Date. ~~The term of t~~This Agreement shall be in full force and effect when all commence upon approval and signature of a majority of the pParties sign this Agreement as amended and restated herein. Dakota County shall notify the pParties in writing of the effective date of this aAgreement.

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132. Withdrawal and Termination.

123.1. Withdrawal. Any pParty may withdraw from this aAgreement upon 12 months' written notice to the other Pparties. Withdrawal by any pParty shall not terminate this aAgreement with respect to any pParties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any pParty prior to withdrawal. Such liability shall continue until discharged by law or agreement.

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123.2. Termination. This aAgreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of pParties agrees to terminate the aAgreement upon a date certain.

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123.3. Effect of Termination. Termination shall not discharge any liability incurred by the Committee or by the pParties during the term of this aAgreement. Upon termination property or surplus money held by the Committee shall then be distributed to the Pparties in proportion to contributions of the Pparties.

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134. Miscellaneous.

14.1. Amendments. This aAgreement may be amended only in writing and upon the consent of the governing bodies of all of the pParties.

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14.2. Records, aAccounts and rReports. The books and records of the Committee shall be subject to the provisions of Minn. Stat. Ch. 13 ~~and Minn. Stat. § 16B.06, subd. 4 and Minn. Stat. § 16C.05, subd. 5.~~

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14.3. Counterparts. This ~~a~~Agreement may be executed in ~~two or more~~ counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Dakota County Emergency Preparedness Coordinator.

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IN WITNESS WHEREOF, the ~~p~~Parties have executed this Agreement on the dates indicated below.

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[KS13-358 first amended and restated jpa for dak cty domestic preparedness committee](#)

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date

Tim Leslie, Dakota County Sheriff

Date of Signature _____

CITY OF WEST ST PAUL

By: _____
David Meisinger, Mayor

Date of Signature: _____

By: _____
Chantal Doriott, City Clerk

Date of Signature: _____

**FIRST AMENDED AND RESTATED
JOINT POWERS AGREEMENT FOR THE DAKOTA COUNTY
DOMESTIC PREPAREDNESS COMMITTEE**

This First Amended and Restated Joint Powers Agreement (“Agreement”) is by and among the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul, municipal corporations organized under the laws of the State of Minnesota, and the County of Dakota, a political subdivision under the laws of the State of Minnesota. This Agreement amends, restates and replaces the Joint Powers Agreement for Dakota County Domestic Preparedness Committee adopted in 2003 by the same municipal corporations and the County of Dakota. This Agreement is made pursuant to the authority conferred upon the Parties by Minn. Stat. 471.59.

1. Name. The Parties hereby establish the Dakota County Domestic Preparedness Committee.
2. Parties. The Parties to this Agreement shall consist of the following entities:

- City of Apple Valley
- City of Burnsville
- City of Eagan
- City of Farmington
- City of Hastings
- City of Inver Grove Heights
- City of Lakeville
- City of Mendota Heights
- City of Rosemount
- City of South St. Paul
- City of West St. Paul
- County of Dakota

3. Purpose. The purpose of this Agreement is to provide for the joint exercise of the Parties’ powers to plan for and to respond to the need of first responders for special response operations caused by the occurrence of large-scale disasters or emergencies, as defined in paragraph 9.2, within Dakota County. The joint exercise of the Parties’ powers pursuant to this Agreement is intended to supplement and complement but not supplant the Parties’ joint and individual powers to plan for and respond to the occurrence of other emergency or unforeseen events occurring within Dakota County, as provided in the Parties’ respective emergency operations plans and similar plans.
4. Governance.
 - 4.1. Governing Board. The governing board formed pursuant to this Agreement shall be known as the Dakota County Domestic Preparedness Committee.

4.1.1. Membership. The Committee shall be constituted as follows:

one member and one alternate member appointed by each member city;

one member appointed by the Dakota County Sheriff;

Dakota County Emergency Preparedness Coordinator ex officio;

one Dakota County city manager/administrator appointed by the Dakota County Board of Commissioners, consistent with the recommendation of the city managers/administrators within Dakota County;

one member appointed by the Dakota County Emergency Medical Services Council;

the Team Manager of the Special Operations Team appointed pursuant to paragraph 5.2.4;

one member appointed by the Dakota County Public Health Director;

Dakota County Attorney or designee ex officio; and

one member appointed by each entity that has entered into a contract pursuant to paragraph 7.2.1.

The appointees of the Dakota County Public Health Director and the Dakota County Attorney or designee and other entities under contract shall be non-voting members of the Committee and shall not be counted for quorum purposes.

4.1.2. Additional Member. In the event that none of the members appointed by the cities is a fire chief or none is a police chief, the Dakota County Fire Chiefs Association or Dakota County Police Chiefs Association, as appropriate, may appoint a member who is a fire fighter or police officer to the Committee. Such appointment shall endure until such time as a city Party appoints a member who is a fire chief or police chief. Such member shall be counted for quorum purposes and shall be a voting member.

4.1.3. Documentation. Resolutions or other documentation of appointments shall be filed with the Dakota County Emergency Preparedness Coordinator.

4.1.4. Members not Employees. Members of the Committee shall not be deemed to be employees of the Committee and will not be compensated for serving on the Committee.

4.2. Terms; Vacancies. Members shall serve at the pleasure of the appointing Party and may be removed only by the appointing Party. Vacancies may be filled only by the appointing Party. Incumbent members serve until a successor has been appointed.

- 4.3. Chair and Vice Chair. In January of each year the Committee shall elect a Chair and Vice Chair from its membership for one-year terms. The Chair shall preside at all meetings of the Committee and shall perform other duties and functions as determined by the Committee. The Vice Chair shall preside over and act for the Committee during the absence of the Chair.
- 4.4. Secretary. In January of each year the Committee shall elect a Secretary from its membership for a one-year term.
- 4.5. Treasurer. The Dakota County Emergency Preparedness Coordinator shall serve as Treasurer for the Committee. The Treasurer shall assist the Chair in overseeing the Committee's budget and finances.
- 4.6. Meetings. The Committee shall have regular meetings at such times and places as the Committee shall determine. Special meetings may be held on reasonable notice by the Chair or Vice Chair. The presence of a majority of the voting members of the Committee shall constitute a quorum. No action may be taken unless a quorum is present.
- 4.7. Voting. Each Committee member shall be entitled to one vote. Proxy votes are not permitted. The Committee shall function by a majority vote of the Committee members present.

5. Duties of the Committee.

- 5.1. Program. The Committee shall formulate a program to carry out its purposes. The Committee shall carry out and implement its programs to the extent possible. The program shall include the following:

Promote the development and awareness of response plans and enhance the planning capabilities at all levels of government within Dakota County to prevent, respond to and recover from Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) threats, acts of terror, or natural and manmade disasters.

Establish a process to efficiently use funding to address identified priorities with countywide benefits and meet all grant reporting requirements.

Promote the hardening and development of response preplans for critical public and private sector infrastructure within the county based on risk and capability gaps.

Develop and enhance countywide capabilities to respond to the consequences of CBRNE threats, acts of terror, or natural and manmade disasters through training and equipment acquisition.

Demonstrate the countywide capacity and ability to respond to CBRNE events, acts of terror, or natural and manmade disasters through drills, tabletop and functional exercises.

Promote interoperability of emergency voice and data communications throughout Dakota County by incorporating interoperability into plans and exercises.

Promote the public's understanding of emergency warning and notification capabilities within Dakota County.

Promote the development of plans and exercises to ensure the continuity of county and local governments.

Promote the capability of Dakota County's and the cities' Emergency Operations Centers (EOCs) to manage, communicate, and coordinate in the event of CBRNE events, acts of terror, or natural and manmade disasters.

5.2. Special Operations Team.

5.2.1 Establishment. The Committee shall establish a Special Operations Team (SOT) with the capability of providing specialized response operations for which specific training and equipment are required and which are not currently available to all of the members. The Committee will ensure that the SOT is established, that its members are trained to applicable federal and state standards, and that the necessary and appropriate equipment is purchased and made available for use by the SOT.

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5.2.3 Members. The Parties agree to assign employees and make equipment available to the SOT. Members of the SOT will remain employees of their employing agency and will not be deemed employees of the Committee or the SOT.

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- 7.2.2. The Committee may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by Dakota County.
- 7.2.3. The Committee may apply for and accept gifts, grants or loans of money or other property or assistance from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.
- 7.2.4. The Committee shall maintain liability coverage for the actions of the Committee with the League of Minnesota Cities Insurance Trust (LMCIT) with a limit of coverage equal to or greater than the liability limits under Minn. Stat. Ch. 466, under standard LMCIT liability coverage forms. The Committee shall also obtain tail coverage following termination of the Agreement to cover the statute of limitations during which a claim could be made against the Committee. Such insurance shall name each Party as a covered party. The Committee may in its discretion procure coverage for automobile liability and damage to or loss of property.
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9.2. Definitions.

SOT Team Manager – the person designated by the SOT who is responsible for exercising tactical control of personnel and equipment provided by the SOT and who coordinates with the Committee Chair whenever the SOT is requested to be deployed or is deployed

Disaster or large-scale emergency – an unforeseen exigent circumstance requiring specialized response operations

Requesting Party – a Party to this Agreement who has requested that the SOT provide specialized response operations

Special Operations Team (SOT) – a group of personnel assigned by the Parties who will be trained and organized to provide special response operations to any Party who requests them, and which may include personnel of other entities that have entered into an agreement with the Committee pursuant to paragraph 7.2.1.

Specialized Response Operations – specialized rescue services for problem-specific emergency situations, including, but not limited to structural collapse, technical rope rescue, hazardous materials, wild land rescue, confined space rescue, trench rescue, water rescue, vehicle/machinery disentanglement, and the like, including training events for such services.

9.3. Requests for assistance. Whenever a Party, in its sole discretion, determines that the conditions within its jurisdiction cannot be adequately addressed by that jurisdiction because of a disaster or large-scale emergency, the Party may request orally or in writing that the SOT provide specialized response operations to the Party.

9.4. Response to Request for assistance. Upon a request for assistance of the SOT, SOT Team Manager may authorize, direct and permit the SOT to provide assistance to the requesting Party. Whether the SOT shall provide such assistance, and the extent of such assistance, shall be determined solely by the SOT Team Manager. Failure to provide assistance in response to a request made pursuant to this Agreement will not result in any liability to the SOT or to any other Party. SOT Team Manager shall notify the Chair or Vice Chair any time the SOT Command consents to provide assistance to a Party, pursuant to this Agreement. If a request is made by a governmental unit not a Party to this Agreement, the SOT Team Manager may provide assistance only with the approval of the Chair or Vice Chair, pursuant to Committee policy.

9.5. Recall of assistance. The SOT Team Manager may at any time and in its sole judgment terminate and recall the SOT or any part thereof. The decision to recall the SOT provided pursuant to this Agreement will not result in liability to the SOT.

9.6. Direction and Control. Personnel and equipment of the SOT shall remain under the direction and control of the SOT Team Manager.

9.7. Exercise of Police Power. Any member of the SOT who is a licensed peace officer and who is providing assistance pursuant to this Agreement has the full and complete authority of a peace officer as though appointed by the requesting Party and licensed by the State of Minnesota provided the officer meets the requirements set forth at Minn. Stat. § 471.59, subds. 12(1) and (2).

9.8. Compensation.

9.8.1. Parties to this Agreement. When the SOT provides services to a requesting Party, the personnel of the SOT shall be compensated by their respective employers just as if they were performing the duties within and for the jurisdiction of their appointing Party. Except as provided in Paragraph 9.8.2., no charges will be levied by the Committee for specialized response operations provided to a requesting Party pursuant to this Agreement unless that assistance continues for a period exceeding 24 hours. If assistance provided pursuant to this Agreement continues for more than 24 hours, the Committee shall submit to the requesting Party an itemized bill for the actual cost of any assistance provided, including salaries, overtime, materials and supplies. The requesting Party shall reimburse the Committee for that amount.

9.8.2. Third Parties. In the event that the SOT is activated and deployed at the request of Party to this agreement, to provide specialized response operations at a disaster or large-scale emergency for which a third party may bear financial responsibility, the Committee shall submit to the requesting Party without delay an itemized bill for the actual cost of assistance provided, including salaries, overtime, materials and supplies. The requesting Party shall reimburse the Committee its proportionate share of funds received from any third party, if any, for the full cost of the assistance.

9.9. Workers' Compensation. Each Party to this Agreement shall be responsible for injuries to or death of its own employees. Each Party shall maintain workers' compensation coverage or self-insurance coverage, covering its own personnel while they are providing assistance as a member of the SOT. Each Party to this Agreement waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees or agents.

9.10. Damage to Equipment. Each Party shall be responsible for damage to or loss of its own equipment occurring during deployment of the SOT. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or agents.

10. Liability.

The Committee is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

With the exception of workers compensation liability which is addressed in Section 9.9 of this Agreement, the Committee shall defend and indemnify the Parties, and their officers, employees, volunteers and agents, from and against all claims, damages, losses, and expenses,

including reasonable attorney fees, arising from Committee activities or operations, including deployments of the SOT, and decisions of the Committee.

To the fullest extent permitted by law, action by the Parties to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provided further that for purposes of that statute, each individual Party to this Agreement expressly declines responsibility for the acts or omissions of any other Party. The Parties to this Agreement shall not be liable for the acts or omissions of another Party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Parties.

Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses. Under no circumstances shall the Committee or a Party be required to pay on behalf of itself and any other Parties any amounts in excess of the limits of liability established in Minnesota Statutes Ch. 466 applicable to any third party claim. The statutory limits of liability for some or all of the Parties may not be added together or stacked to increase the maximum amount of liability for any third party claim.

Any excess or uninsured liability shall be borne equally by all the Parties, but this does not include the liability of any individual officer, employee, or agent which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee or volunteer of any member for any act or omission for which the officer, employee or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

11. Effective Date. This Agreement shall be in full force and effect when all of the Parties sign this Agreement as amended and restated herein. Dakota County shall notify the Parties in writing of the effective date of this Agreement.
12. Withdrawal and Termination.
 - 12.1. Withdrawal. Any Party may withdraw from this Agreement upon 12 months’ written notice to the other Parties. Withdrawal by any Party shall not terminate this Agreement with respect to any Parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any Party prior to withdrawal. Such liability shall continue until discharged by law or agreement.
 - 12.2. Termination. This Agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of Parties agrees to terminate the Agreement upon a date certain.
 - 12.3. Effect of Termination. Termination shall not discharge any liability incurred by the Committee or by the Parties during the term of this Agreement. Upon termination

property or surplus money held by the Committee shall then be distributed to the Parties in proportion to contributions of the Parties.

13. Miscellaneous.

14.1. Amendments. This Agreement may be amended only in writing and upon the consent of the governing bodies of all of the Parties.

14.2. Records, Accounts and Reports. The books and records of the Committee shall be subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. § 16C.05, subd. 5.

14.3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Dakota County Emergency Preparedness Coordinator.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

KS13-358 first amended and restated jpa for dak cty domestic preparedness committee

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date

Tim Leslie, Dakota County Sheriff

Date of Signature _____

CITY OF WEST ST PAUL

By: _____
David Meisinger, Mayor

Date of Signature: _____

By: _____
Chantal Doriott, City Clerk

Date of Signature: _____

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of West St. Paul on behalf of its Police Department ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

1.1 Effective date: This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 Expiration date: This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. Direct access occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of One Thousand One Hundred Ten Dollars (\$1,110.00) or a total annual cost of Four Thousand Four Hundred Forty Dollars (\$4,440.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Chief Manila Shaver, 1616 Humboldt Avenue, West St. Paul, MN 55118-3972, (651) 552-4200, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: May 9, 2016
SUBJECT: BCA Master Agreement, Renewal



City of West St. Paul

BACKGROUND INFORMATION:

A number of years ago the BCA found themselves in a quagmire of JPAs and other agreements for the various services they offer to law enforcement agencies and city prosecutors throughout Minnesota. To simplify the JPA up-keep dilemma, the BCA implemented a generic JPA (i.e. a "Master Agreement") to cover current and future applications they offer. Without exception, all Minnesota law enforcement agencies access and obtain some type of data through one or more of the BCA's systems. Some examples of accessed data would include criminal history data, driver and vehicle information, predatory offender data, and a mug photo repository, just to name a few.

The BCA had designed the Master Agreement to simplify the process of changing, adding and deleting specific services as technological changes and advancements often occur at a faster rate than the legal process to allow and control access to new applications. In addition, the Master Agreement integrates local prosecutors into the same agreement as prosecutors have a need to access criminal justice data through these same BCA systems.

Without access to the BCA systems and databases the police department and the City Attorney could not perform our responsibilities. As previously stated, BCA data is used for various purposes, from a patrol officer conducting a simple driver's license check on the street, to a prosecutor assessing the enhancement requirements of a particular crime.

The renewal of the BCA Master Agreement does not change current practices, processes, requirements or obligations. In fact, this renewal agreement is almost word for word the same as the expired agreement, including the term of the agreement, five years. The City Attorney has reviewed the BCA Master Agreement and notes no major concerns or issues.

FISCAL IMPACT:

There is a charge to access some of these systems which the police department has been budgeting and paying for many years. It should be noted this agreement opens the door for possible additional charges should an agency or prosecutor want to access court data. Currently neither the department nor the City Attorney utilizes the BCA's court data services.

Action	Fund	Department	Account	Amount
CJDN Connection	101	42151	40399	\$600
CJDN Operator (2)	101	42151	40399	\$960
MDT Connection	101	42151	40133	\$2,880
Total:				\$4,440

STAFF RECOMMENDATION:

Approve the Master Agreement by Resolution, authorizing the police department and City Attorney to utilize BCA criminal justice data services.

On Motion of Clpn.

Seconded by Clpn.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT:
BUREAU OF CRIMINAL APPREHENSION MASTER AGREEMENT

WHEREAS, the City of West St. Paul, on behalf of its Prosecuting Attorney and Police Department, desires to enter into Joint Powers Agreement with the State of Minnesota, Department of Public Safety, and the Bureau of Criminal Apprehension to use systems and tools available over the State's Criminal Justice Data Network for which the City is eligible. This joint powers agreement further provides the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connections.

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

1. That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of West St. Paul on behalf of its Prosecuting Attorney and Police Department, are hereby approved. A copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the City's Chief of Police or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, the Police Department's Lieutenants are appointed as the Authorized Representative's designees.

3. That Attorney Kori Land of the Law firm of LeVander, Gillen and Miller, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative for the Prosecuting Attorney is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Attorneys from the Law firm of LeVander, Gillen and Miller, assigned to represent the City, are appointed as the Authorized Representative's designee.

4. That the Mayor for the City of West St. Paul and the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreement.

Adopted by the City Council of the City of West St. Paul on this 9th day of May, 2016.

Ayes: Nays: Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the West St. Paul on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 108237, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other

materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to

any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be

governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn.

Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA

shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: May 9, 2016
SUBJECT: Criminal Justice Data Network Subscriber Agreement, Renewal



BACKGROUND INFORMATION:

About five years ago the Council authorized the police department to enter into a BCA Master Agreement with the Bureau of Criminal Apprehension (BCA) in order to more efficiently manage the numerous agreements and JPAs law enforcement agencies have with the BCA. One of those agreements is called Court Data Services Subscriber Agreement, essentially an agreement between the police department and the court system to share access to court data. Both the BCA Master Agreement and the Court Data Services Subscriber Agreement are in need of being renewed. The BCA Master Agreement is being renewed under a separate Council memo.

Current technological advancements are allowing police departments, prosecutors and the court system to electronically share and up-date court records almost instantaneously. However, the City is required to enter into the attached Agreement on the City Attorney's behalf, in order for the City Attorney to take advantage of and have access to these court records. This Agreement was also a precursor to implementing "e-charging," an efficient, electronic method for prosecutors to submit criminal complaints.

Because court data contains a mixture of public, private and confidential data, entering into these agreements require the involved parties to take precautions to protect accidental and/or unauthorized access and disclosure. Such preventative precautions would include maintaining a log of users who have been provided access rights, cooperate with system audits, mitigate improper access, and use caution when transferring data from one system to another as not to incorporate private or confidential data into a public data file.

FISCAL IMPACT:

Potential improvements and efficiencies with the City Attorney's time in processing complaints and other court-related communications.

STAFF RECOMMENDATION:

Approve this Subscriber Agreement by Resolution, authorizing the police department and City Attorney to utilize BCA Criminal Justice Data Network services.

On Motion of Clpn.

Seconded by Clpn.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT:
COURT DATA SERVICES SUBSCRIBER AGREEMENT

BE IT RESOLVED, that the City of West St. Paul will enter into a cooperative agreement with the Department of Public Safety (i.e. the Bureau of Criminal Apprehension or "BCA") for the purpose of allowing the City Attorney to have access to information from the Criminal Justice Data Network (CJDN).

WHEREAS, under Minn. Stat. § 471.59, the BCA and the City are empowered to engage in such agreements as are necessary to exercise their powers.

WHEREAS, Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota.

WHEREAS, the BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties.

WHEREAS, the City's prosecutor needs access to this data in support of its criminal justice duties.

WHEREAS, the City's police department and Attorney are authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in the executed agreement.

NOW, THEREFORE BE IT RESOLVED, that the Mayor for the City of West St. Paul and the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreement.

Adopted by the City Council of the City of West St. Paul on this 9th day of May, 2016.

Ayes: Nays: Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Police Department
DATE: May 9, 2016
SUBJECT: Celebrate West St Paul Days Events



BACKGROUND INFORMATION:

The Celebrate West St. Paul Days Committee has made the following requests to the City for various events associated with the “Celebrate West St. Paul Days” celebration scheduled for May 19-22, 2016.

- Allow a Parade on Saturday, May 21, 2016;
 - Support the closing of Butler Avenue from Stryker Ave to Smith Ave; closing Smith Ave from Butler Ave to Annapolis St; and closing Annapolis St from Smith Ave to Charlton St;
 - Allow Celebrate West St. Paul Days to retain all rights for vendors and concession stands on Butler and Smith Avenue on the day of the parade, May 21, 2016;
- Allow activities at Harmon Park on May 21, 2016, that will include:
 - Food Vendors
 - Beer & Wine
 - Bingo & Pull-Tabs
 - Music & Dancing
 - Fireworks
- Allow a Carnival at Signal Hills, May 18 -21, 2016;
- Waive any fees associated with the Special Event Permit for the Parade and Harmon Park activities (no fee has ever been calculated due to it being waived in previous years);
- Waive fees associated with the Carnival License.

FISCAL IMPACT:

Note: These are the fees that are requested to be waived.

Carnival License	2,621.00
Special Event Permit	000.00
TOTAL	\$2,621.00

STAFF RECOMMENDATION:

Celebrate West St. Paul has been an annual event for several years. The requests listed have been considered in previous years. If the Council has no concerns, approval of these items will authorize staff to work with the West St. Paul Days Committee to implement this annual event.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Community Development Department
DATE: May 9, 2016
SUBJECT: City Rental Licenses



City of West St. Paul

BACKGROUND INFORMATION:

2016 Rental Business Licenses – Background Required

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

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

The background investigation, inspection report, and code compliance review on the property listed below did not identify any incidents that would result in a denial of the rental license.

Applications/Rentals for approval:

81 Orme Street East Unit #3 (Town House)

FISCAL IMPACT:

Application Fees Received:		Amount:
Fund:	101	
Department:	30000	
Account:	32170	\$140

STAFF RECOMMENDATION:

Staff recommends City Council approve the license applications.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: May 9, 2016
SUBJECT: List of Claims



City of West St. Paul

BACKGROUND INFORMATION:

Invoices to be paid

FISCAL IMPACT:

\$987,970.02

STAFF RECOMMENDATION:

Approve payment of attached

CITY OF WEST ST PAUL

Summary of List of Claims
Council Meeting of May 9, 2016

PAYROLL CHECK REGISTER:

Payroll Period	4/11/16 - 4/24/16	
Date Paid	4/29/2016	\$156,019.66
Direct Deposit		

Payroll Period
Date Paid
Direct Deposit

TOTAL NET PAYROLL

\$156,019.66

DISBURSEMENT CHECK REGISTER:

Checks	121697 - 121846	\$694,469.40
EFTS	824 - 839	\$137,480.96

TOTAL DISBURSEMENT CHECKS

\$831,950.36

TOTAL PAYROLL, DISBURSEMENTS, ACH AND WIRE TRANSFERS

\$987,970.02

Payment Register

From Payment Date: 4/18/2016 - To Payment Date: 5/9/2016

Number	Date	Payee Name	Transaction Amount
AP - Accounts Payable			
<u>Check</u>			
121697	04/25/2016	RAMSEY COUNTY WARRANTS	\$300.00
121698	04/25/2016	RAMSEY COUNTY WARRANTS	\$200.00
121699	04/27/2016	LIESENFELD PROPERTIES, LLC	\$15,000.00
121700	04/27/2016	MUNICIPAL'S	\$180.00
121701	04/28/2016	BISANZ INVESTMENT COMPANY #1	\$13,800.00
121702	04/28/2016	CORNER POST CONTRACTING	\$3,800.00
121703	04/28/2016	DANG, KHUE	\$7,500.00
121704	04/28/2016	DANG, KHUE	\$7,500.00
121705	04/28/2016	DAVID P JOHNSON	\$15,000.00
121706	04/28/2016	DEPUTY REGISTRAR #35	\$12.00
121707	04/28/2016	HENNEPIN COUNTY WARRANTS	\$50.00
121708	04/28/2016	K & G HOLDINGS, A MINNESOTA	\$1,200.00
121709	04/28/2016	LIU/WAH SY	\$20,300.00
121710	04/28/2016	LYNDALE 92, LLC	\$12,900.00
121711	04/28/2016	MENARDS -- CORP OFFICE	\$48,050.00
121712	04/28/2016	MENARDS -- CORP OFFICE	\$7,575.00
121713	04/28/2016	REZAC, DARIN	\$61.60
121714	04/28/2016	SHIMAC, LLC	\$1,100.00
121715	04/28/2016	T.J.D. PROPERTIES, LLC	\$20,000.00
121716	04/28/2016	TWIN PINES CONDOMINIUM	\$6,600.00
121717	05/03/2016	MUNICIPAL'S	\$120.00
121718	05/03/2016	WIGHTMAN, BRUCE	\$65.23
121719	05/09/2016	3SI SECURITY SYSTEMS INC	\$408.00
121720	05/09/2016	A P W A	\$545.00
121721	05/09/2016	ABDO, EICK & MEYERS, LLP	\$15,000.00
121722	05/09/2016	ABRAMS & SCHMIDT ATTORNEYS	\$60.00
121723	05/09/2016	ADVANTAGE SIGNS & GRAPHICS	\$51.60
121724	05/09/2016	ALLDATA	\$1,500.00
121725	05/09/2016	ARCTIC GLACIER	\$174.60
121726	05/09/2016	ARMON/PAT	\$133.00
121727	05/09/2016	AURORA INVESTMENTS	\$19,361.00
121728	05/09/2016	AUSTIN-SPECKMANN, LLC	\$43,300.00
121729	05/09/2016	BATTERIES PLUS BULBS	\$12.74
121730	05/09/2016	BEARENCE MANAGEMENT GROUP	\$2,900.00
121731	05/09/2016	BENJAMIN FRANKLIN PLUMBING	\$13,280.00
121732	05/09/2016	BOUND TREE MEDICAL LLC	\$64.95
121733	05/09/2016	BROOKS OFFICE INTERIORS INC	\$7,530.00
121734	05/09/2016	CAPRA'S UTILITIES	\$13,975.00
121735	05/09/2016	CENTURYLINK	\$647.90
121736	05/09/2016	CHLIC-BLOOMFIELD EASC	\$2,618.56
121737	05/09/2016	COCA-COLA BOTTLING CO	\$201.72
121738	05/09/2016	CONTINENTAL SAFETY EQUIPMENT	\$95.00
121739	05/09/2016	CROWN TROPHY	\$136.00
121740	05/09/2016	CUB FOODS	\$443.78
121741	05/09/2016	DAKOTA COUNTY TREASURE-	\$72.00
121742	05/09/2016	DELL MARKETING	\$6,891.03
121743	05/09/2016	DOWNTOWNER DETAIL CENTER	\$39.98
121744	05/09/2016	EMBROIDME	\$436.96
121745	05/09/2016	EMERGENCY AUTOMOTIVE TECH	\$2,746.01
121746	05/09/2016	FIDELITY SECURITY LIFE	\$141.44

Payment Register

From Payment Date: 4/18/2016 - To Payment Date: 5/9/2016

121747	05/09/2016	FIRESIDE HEARTH & HOME	\$60.00
121748	05/09/2016	FOREMOST PROMOTIONS	\$443.60
121749	05/09/2016	FOSS/ANN	\$816.75
121750	05/09/2016	GB TECHNOLOGIES	\$745.44
121751	05/09/2016	GERTENS GREENHOUSE	\$251.85
121752	05/09/2016	GOBELY,JOSEPH	\$75.50
121753	05/09/2016	GRAINGER INC	\$64.91
121754	05/09/2016	HARTSHORN, JIM	\$80.46
121755	05/09/2016	HINDERSCHIED/JOHN	\$12.77
121756	05/09/2016	HOLIDAY STATION STORES	\$90.00
121757	05/09/2016	INSIGHT	\$6,675.11
121758	05/09/2016	INTER CITY OIL CO., INC	\$23,150.00
121759	05/09/2016	INTERNATIONAL CODE COUNCIL	\$118.25
121760	05/09/2016	INVER GROVE FORD	\$1,287.12
121761	05/09/2016	J A WILLWERSCHIED & SON, INC &	\$18,900.00
121762	05/09/2016	JIM MURR PLUMBING	\$2,997.25
121763	05/09/2016	KEEPRS, INC	\$199.74
121764	05/09/2016	KENNEDY & GRAVEN	\$17,840.02
121765	05/09/2016	KOPP, JOAN A	\$48,600.00
121766	05/09/2016	KREMER SERVICES, LLC	\$87.95
121767	05/09/2016	LAWSON PRODUCTS INC	\$610.62
121768	05/09/2016	LMCIT- INS PREMIUMS	\$8,286.00
121769	05/09/2016	MANSFIELD OIL COMPANY	\$9,601.14
121770	05/09/2016	MENARDS	\$1,819.09
121802	05/09/2016	MID-NORTHERN SERVICES	\$4,056.60
121803	05/09/2016	MIDWAY FORD	\$28,931.48
121804	05/09/2016	MINNEAPOLIS/CITY OF	\$47.70
121805	05/09/2016	MN BENEFIT ASSOCIATION	\$854.09
121806	05/09/2016	MN DEPT-EMPL & ECON DEV	\$4,110.00
121807	05/09/2016	MN GLOVE	\$150.00
121808	05/09/2016	MN MUTUAL LIFE	\$1,079.05
121809	05/09/2016	MN NCPERS LIFE INSURANCE	\$176.00
121810	05/09/2016	MN OCCUPATIONAL HEALTH	\$1,143.00
121811	05/09/2016	NATURE CALLS	\$35.30
121812	05/09/2016	NORTHERN TECHNOLOGIES, INC	\$3,450.00
121813	05/09/2016	NORTHERN TOOL & EQUIPMENT	\$99.98
121814	05/09/2016	O DAY EQUIPMENT	\$32.30
121815	05/09/2016	O'REILLY AUTOMOTIVE, INC	\$95.70
121816	05/09/2016	OAKDALE RENTAL	\$438.00
121817	05/09/2016	OPG-3 INC	\$7,532.00
121818	05/09/2016	ORKIN COMMERCIAL SERVICES	\$122.81
121819	05/09/2016	POWERPLAN/R D O EQUIPMENT	\$104.16
121820	05/09/2016	PRICE/CHARLES	\$21.60
121821	05/09/2016	REGENCY BUSINESS SOLUTIONS	\$377.89
121822	05/09/2016	ROTARY CLUB W ST	\$204.00
121823	05/09/2016	S & S TREE SERVICE	\$995.00
121824	05/09/2016	SAM'S CLUB DIRECT	\$104.06
121825	05/09/2016	SAVATREE	\$2,071.00
121826	05/09/2016	SFDMG, LLC	\$6,260.19
121827	05/09/2016	SHAVER/MANILA	\$56.00
121828	05/09/2016	SPEED PRINT INC	\$340.00
121829	05/09/2016	SRF CONSULTING GROUP INC	\$126,276.38
121830	05/09/2016	ST PAUL PUBLISHING CO	\$200.55
121831	05/09/2016	ST PAUL/CITY OF	\$950.72

Payment Register

From Payment Date: 4/18/2016 - To Payment Date: 5/9/2016

121832	05/09/2016	STAPLES ADVANTAGE	\$229.41
121833	05/09/2016	SUNGARD PUBLIC SECTOR	\$1,920.00
121834	05/09/2016	T - MOBILE	\$1,329.65
121835	05/09/2016	THE ACTIVE NETWORK,INC	\$190.28
121836	05/09/2016	THUMB THINGS	\$330.00
121837	05/09/2016	TIERNEY BROTHERS INC	\$219.00
121838	05/09/2016	TRANE U S INC	\$634.34
121839	05/09/2016	UMR GEOTHERMAL	\$500.00
121840	05/09/2016	US BANK EQUIPMENT FINANCE	\$454.73
121841	05/09/2016	US BANK EQUIPMENT FINANCE	\$228.69
121842	05/09/2016	VANGUARD CLEANING SYSTEMS	\$2,029.80
121843	05/09/2016	WATSON COMPANY	\$410.08
121844	05/09/2016	WSB & ASSOCIATES	\$19,897.75
121845	05/09/2016	XCEL ENERGY	\$16,735.94
121846	05/09/2016	ZAYO ENTERPRISE NETWORKS	\$2,140.50
Type Check Totals:			<u>\$694,459.40</u>

EFT

824	04/28/2016	NEOPOST - ADVANCE	\$1,500.00
825	04/28/2016	SELECTACCOUNT	\$316.23
826	04/28/2016	US BANK CARDMEMBER SERVICES	\$5,000.00
827	04/28/2016	US BANK CARDMEMBER SERVICES	\$5,000.00
828	04/29/2016	I C M A RETIREMENT TRUST-457	\$7,761.82
829	04/29/2016	PUBLIC EMPLOYEES RETIRMNT	\$45,008.77
830	04/29/2016	PUBLIC EMPLOYEES RETIRMNT	\$372.16
831	04/29/2016	I C M A	\$150.00
832	05/02/2016	ANCHOR BANK OF W. ST PAUL	\$51,455.87
833	05/02/2016	MII LIFE --- VEBA	\$3,041.15
834	05/02/2016	MN DEPARTMENT OF REVENUE	\$10,684.85
835	05/02/2016	MSRS - 457	\$1,915.00
836	05/02/2016	MSRS HCSP	\$2,142.81
837	05/02/2016	MII LIFE --- VEBA	\$1,452.69
838	05/09/2016	THE HARTFORD-PRIORITY	\$1,262.10
839	05/09/2016	DEARBORN NATIONAL	\$417.51
Type EFT Totals:			<u>\$137,480.96</u>



2015



Agenda

Introduction

Program Statistics

Community Events

Recognition

Value of Volunteer Time

Membership

Alumni

Introduction

- The Volunteer Service Division of the West St. Paul Police Department consists of:
 - Police Reserve Officers – Established 1997
 - Community Safety Volunteers (CSV) – Established 2011
- Members are non-paid, volunteers assisting the Police Department in the delivery of non-precarious services and supporting Community activities.

Reserve Officers

- Are not Peace Officers by statute and do not share the same authority as Peace Officers. They assist the department in the delivery of non-precarious services:

- Service Calls
- Ordinance Enforcement
- Transports
- Crime Scene Support
- Traffic Control
- Snow Emergencies / Vehicle Tows
- Events



Community Safety Volunteers

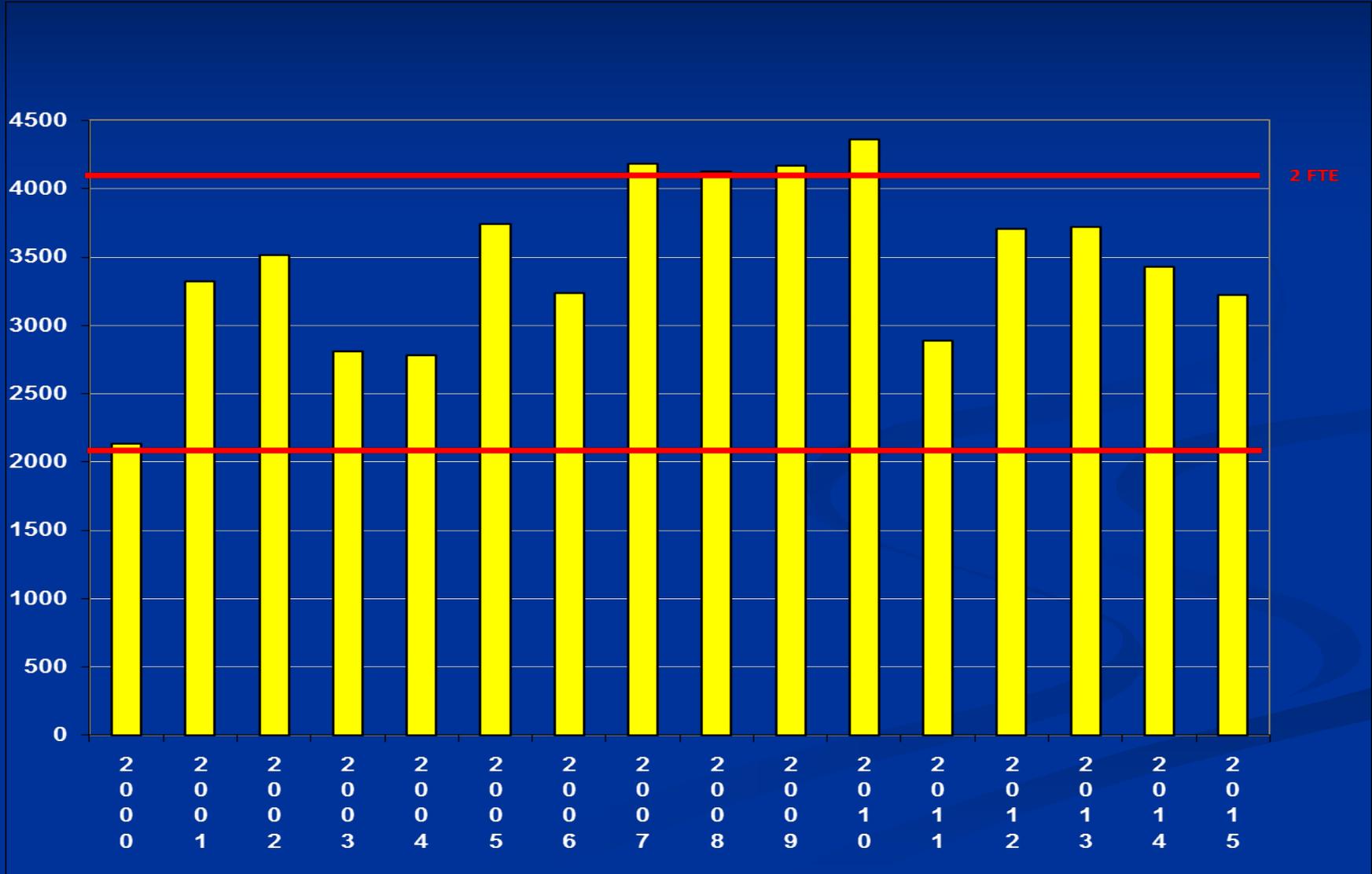
- Have an interest in law enforcement by volunteering at community events and supporting crime prevention education.



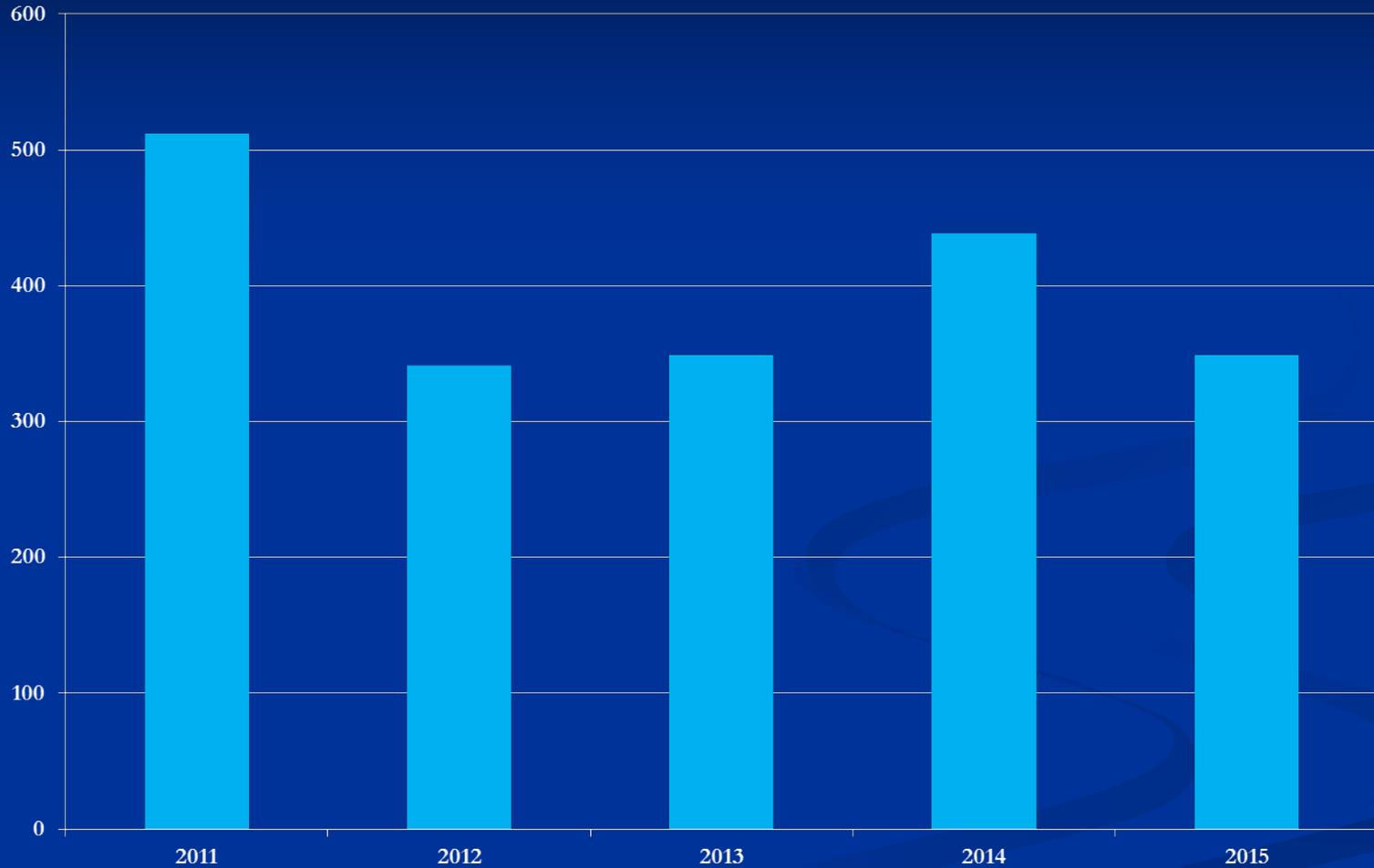
Qualifications

- Reserve Officers and CSVs must be at:
 - At least 18 years of age;
 - Have a High School diploma;
 - Possess a valid Minnesota Driver's License (Class D or greater) with a good driving record for the past five years;
 - And not have any felony, gross misdemeanor, or theft convictions on their criminal record.

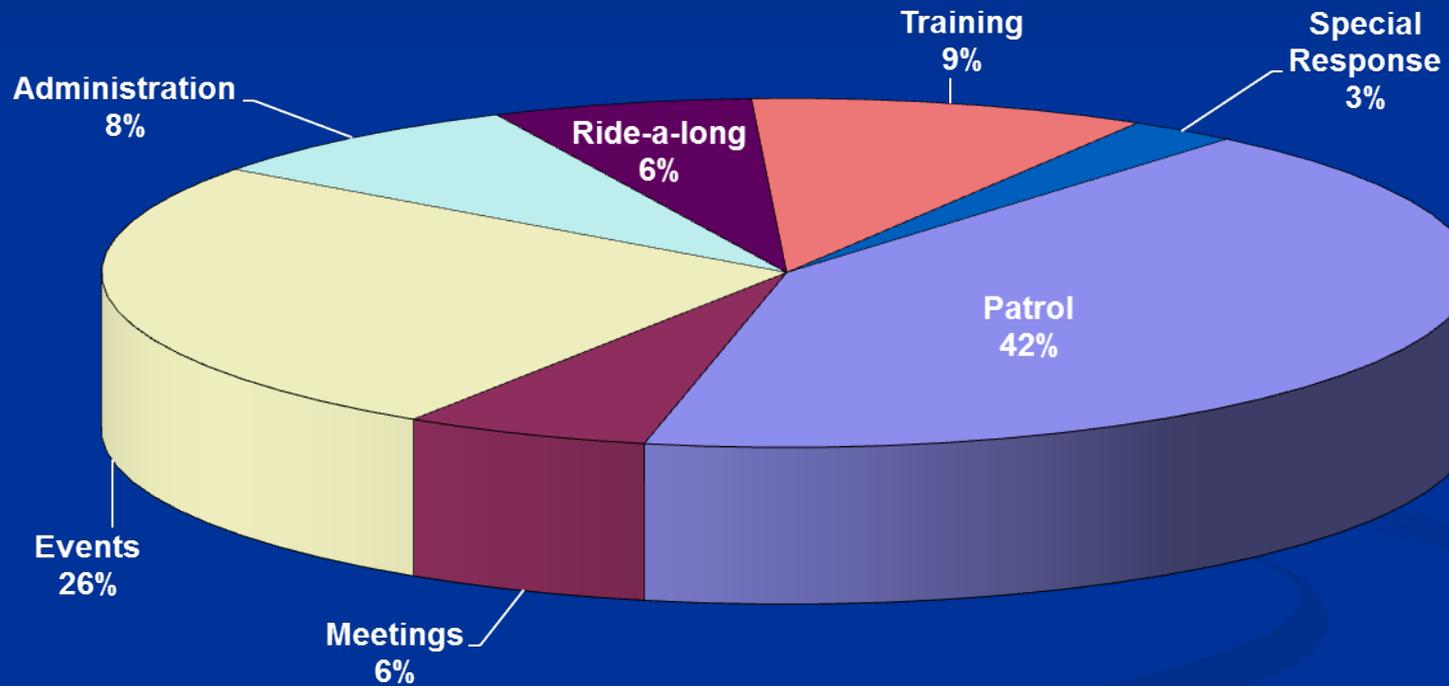
Reserve Comparison of Hours



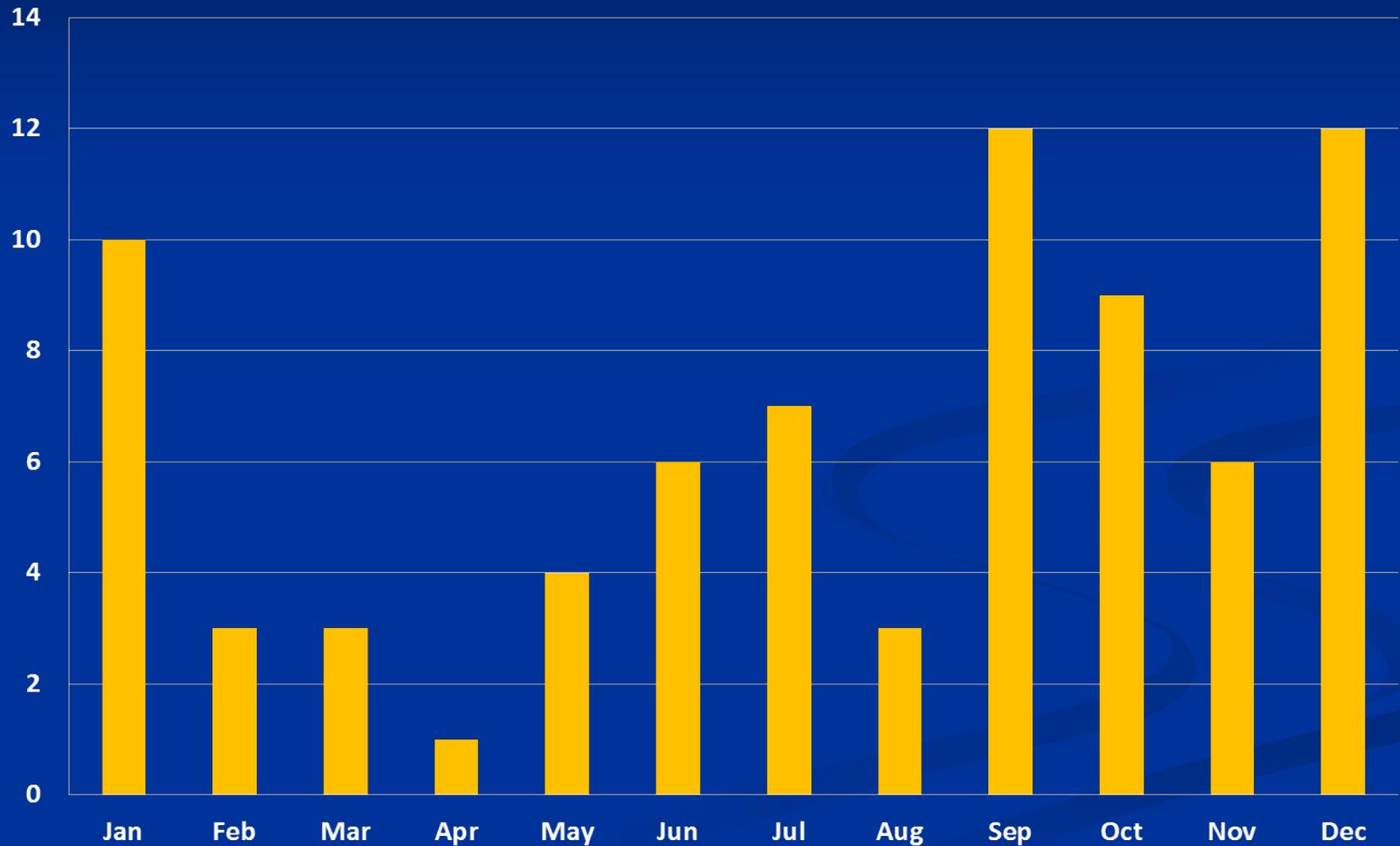
CSV Comparison of Hours



2015 Efforts



2015 Community Events - 76



2015 Events - 76

Sibley Boys Hockey
Sibley Girls Hockey
Polar Plunge
WSP Easter Egg Hunts
Sibley Mock Crash
WSP Shred-It
WSP Open House
WSP Parade
YMCA Safety Fair
MH 5K
ISD #197 Trucks n' Travel
WSP Bike Rodeo
WSP Southview Cook-out
SSP Parade
SSP Fireworks
Mendota Parade

Rosemount Parade
Hastings Parade
Rosemount Leprechaun Days
WSP Art on Ave
Scott Patrick Sign Memorial
Scott Patrick Memorial Vigil
Mendota Saluting Marine
WSP Nite 2 Unite
SPP Parade
WSP School Backpack Dist.
Sibley Football
IGH Parade
IGH Fireworks
Sibley Homecoming Parade
Harmon Park Opening
Warrior 5K

Touch a Truck
Warrior Rally
WSPPD SWAT School
St. Croix Lutheran Parade
YMCA Trunk n' Treat
Dodge Nature Halloween
WSP Bonfire
Southview Sq. Trunk n' Treat
WSP Holiday Shopping
Toys for Tots



2015 President's Volunteer Service Awards Recipients

Gold Level (500+ hours)

Mike Whebbe

Silver Level

(250 to 499 hours)

Roy Bester

Nolan Cornell

Robin Lunzer

Jen Merten



Bronze Level

(100 to 249

hours)

Mark Crowley

Jack Deininger

Sabrina Gorr

Chris Jacobson

Jake Lempelius

Sue Plucker

Larry Raasch

Ryan Van Gundy



The President's Volunteer Service Award is presented to:

WEST ST. PAUL POLICE RESERVES
GOLD

*By the Corporation for National and Community Service in recognition and appreciation for their
commitment to strengthen our nation and communities through volunteer service.*

2015
Awarded

Corporation for
**NATIONAL &
COMMUNITY
SERVICE** 

**POINTS
OF LIGHT** 



President's Call to Service Award

4,000 hours or more of volunteer service (over a lifetime).

Larry Raasch

Mike Whebbe

Value of Volunteer Time



1936

May 11, 2016

DATE

PAY TO THE
ORDER OF

City of West St. Paul

\$ 1,101,026.00

One Million One Hundred One Thousand Twenty Six DOLLARS



Security
Features
Details on
back

26.6 Work Years

FOR

West St. Paul Police Reserves

⑆000000186⑆ 000000529⑆ 1000

19 Year Program Membership > 80+



Alumni



1960 Reserve Program



TO: Mayor and City Council
THROUGH: City Manager Matt Fulton
FROM: Attorney Korine Land
DATE: May 9, 2016
SUBJECT: AT&T/New Cingular Wireless Second Amendment to Option and Structure Lease Agreement



BACKGROUND INFORMATION: The City has a 20-year lease agreement with AT&T/New Cingular at the Marie Avenue Water Tower, which began on May 1, 2007. They are replacing the 6 antennas on the tower, which requires a lease amendment. They currently pay about \$28,500/year, which increases annually on May 1 by 3.5%.

FISCAL IMPACT:

none

STAFF REQUEST FOR CONSIDERATION

Approve the Second Amendment to Option and Structure Lease Agreement with AT&T/New Cingular Wireless and authorize signatures thereon.

ATTACHMENT

Second Amendment to Option and Structure Lease Agreement Dated October 26, 2006, Between the City of West St. Paul and New Cingular Wireless PCS, LLC

**SECOND AMENDMENT TO OPTION AND STRUCTURE LEASE AGREEMENT
DATED OCTOBER 26, 2006, BETWEEN
THE CITY OF WEST ST. PAUL
AND
NEW CINGULAR WIRELESS PCS, LLC**

This Second Amendment to Option and Structure Lease Agreement (the "Second Amendment") is made and entered into effective as of the ____ day of _____, 2016, by and between City of West St. Paul, a Minnesota municipal corporation, whose address is 1616 Humboldt Avenue North, West St. Paul, MN 55118-3972 ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant").

WITNESSETH:

- A. Landlord and Tenant entered into an Option and Structure Lease Agreement (the "Lease Agreement") dated as of October 26, 2006 and the First Amendment to Option and Structure Lease Agreement (the "First Amendment") dated February 8, 2012, allowing Tenant to operate a Communication Facility at Landlord's water tower located at 151 East Marie Avenue ("Marie Avenue Water Tower");
- B. Tenant desires to add and replace certain equipment to and on the Marie Avenue Water Tower;
- C. The modifications to Tenant's Communication Facility are described in the attached plans, incorporated herein as Exhibit 1.
- D. Landlord and Tenant mutually desire to amend Tenant's use of the Leased Premises and define additional rights and responsibilities of the parties hereto, as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **EFFECT OF AMENDMENT.** Except as expressly amended by the provisions hereof, the terms and provisions contained in the Option and Structure Lease Agreement and First Amendment to Option and Structure Lease Agreement shall continue to govern the rights and obligations of the parties, and the Option and Structure Lease Agreement and First Amendment to Option and Structure Lease Agreement shall remain in full force and effect.
- 2. **DEFINED TERMS.**
 - a. The recitals set forth above are incorporated by reference into the Second Amendment.

- b. Terms defined in the Lease Agreement and the First Amendment to Lease Agreement have the same meaning in the Second Amendment.
3. EXHIBIT 1. Exhibit 1 to the Lease Agreement is hereby amended by the attached Exhibit 1, which is incorporated by reference as an exhibit to the Second Amendment. Tenant shall have the right, at Tenant's sole cost and expense, and in accordance with the Lease Agreement, to modify its Communication Facility as provided in Exhibit 1.
4. The addresses for Tenant in Paragraph 17 of the Agreement shall be deleted and replaced with the following:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site# MPLSMN3427; Cell Site Name: MARIE AVE WT (MN)
FA No.: 10111973
575 Morosgo Dr.
Atlanta, GA, 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site# MPLSMN3427; Cell Site Name: MARIE AVE WT (MN)
208 S. Akard Street
Dallas, TX, 75202-4206

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed the Second Amendment as of the _____ day of _____ 2016.

CITY OF WEST ST. PAUL

David Meisinger, Mayor

Chantal Doriott, City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by David Meisinger, the Mayor of West St. Paul, and Chantal Doriott, City Clerk, respectively, on behalf of the City of West St. Paul.

Notary Public

EXHIBIT 1
TO
SECOND AMENDMENT
TO
OPTION AND STRUCTURE LEASE AGREEMENT
See attached Plans

SECTION 09 97 15
COATING SYSTEMS FOR TELECOMMUNICATION EQUIPMENT

PART 1 GENERAL

1.01 SUMMARY

A. SECTION INCLUDES PAINTING AND PAINTING REPAIR ASSOCIATED WITH THE INSTALLATION OF ANTENNAE, COAXIAL CABLES, AND OTHER COMMON COMPONENTS WITH DIRECT ATTACHMENT TO WATERS TANK FACILITIES

1.02 REFERENCES

- 1. SOCIETY FOR PROTECTIVE COATINGS (SPCC) WWW.SPCC.ORG
- 2. VOLUPE 1: COATINGS PRACTICE
- 3. VOLUPE 2: SYSTEMS AND SPECIFICATIONS

1.03 SUBMITTALS

A. PRODUCT DATA SUBMIT DATA SHEET FOR EACH COATING SYSTEM

1.04 PAINTS

1.05 MATERIALS

- 1. MANUFACTURERS:
 - A. BERKMAN WILLIAMS COMPANY WWW.BERKMAN-WILLIAMS.COM
 - 2. THERMOC COMPANY WWW.THERMO.COM
 - 3. XAM PRODUCTS WWW.XAMPRODUCTS.COM

1.06 PAINTS

1.07 EXAMINATION

A. VISUALLY EVALUATE SURFACE PREPARATION BY COMPARISON WITH PICTORIAL STANDARDS OF SPECIFIC TYPE

1.08 PRESERVATION

A. REMOVE ALL SURFACE CONTAMINANTS IN ACCORDANCE WITH SPEC-SP1 SOLVENT CLEANING. DO NOT USE HYDROCARBON SOLVENTS ON SURFACES TO BE COATED WITH WATER-BASED COATINGS.

B. CLEAN AND REMOVE ALL RUST, BLA, WELD SPATTER, WELD SCORR, MILL SCALE, AND LOOSE PAINT.

C. PROTECT AREAS ADJACENT TO WELDING & OR GRINDING OPERATIONS TO PREVENT DAMAGE OF SURROUNDING UNPAINTED SURFACES.

D. FERROUS METAL: SPECIFIC COMMERCIAL BLAST CLEANING

E. GALVANIZED STEEL: SPEC-SP7 BRUSH OFF BLAST

F. ANTENNA COVERS, COAXIAL CABLE, NON-METALLIC SUBSTRATES AND PREVIOUSLY PAINTED SURFACES SOLUARY TO ORIGINAL SPEC-SP1 WITH A NON-HYDROCARBON SOLVENT.

G. SURFACE PREPARE SHALL BE IN ACCORDANCE WITH MANUFACTURERS PRODUCT RECOMMENDATION.

H. RE-SURFACE ALL SURFACES:

1. REPAIR NOTING HAS REPAIRS.

2. THAT DO NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.

1.09 APPLICATION

A. COATINGS SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURERS PRINTED INSTRUCTIONS.

B. SURFACES TO BE COATED SHALL BE CLEAN, DRY, AND FREE OF AIRBORNE DUST AND CONTAMINANTS AT THE TIME OF APPLICATION AND WHILE FILM IS FORMING.

C. FINISH COAT SHALL BE UNIFORM IN COLOR AND SHEEN WITHOUT STREAKS, LAPS, RUNS, BLAGS OR UNBLENDED AREAS.

D. SHOP PAINTING: TAKE-OFF PAINTS UNLESS OTHERWISE SPECIFIED THAT WILL BE IN THE HEAT-AFFECTED ZONE DURING FIELD WELDING.

E. COMPONENT PAINTING

1. INTERIOR EXPOSED FERROUS METAL AND GALVANIZED STEEL:

- A. PRIMER: BERKMAN WILLIAMS MACROPROXY 646 OR THERMO BERNES 181
 - 1) DRY FILM THICKNESS: 4.54-9 MILS
 - 2) DRY FILM THICKNESS: 4.54-9 MILS PER COAT

2. EXTERIOR EXPOSED FERROUS METAL AND GALVANIZED STEEL:

- A. PRIMER: BERKMAN WILLIAMS MACROPROXY 646 OR THERMO BERNES 181 OR 189
 - 1) DRY FILM THICKNESS: 4.54-9 MILS
 - 2) DRY FILM THICKNESS: 4.54-9 MILS PER COAT

B. FINISH: BERKMAN WILLIAMS MACROPROXY 646 OR THERMO BERNES 181 OR 189

- 1) DRY FILM THICKNESS: 4.54-9 MILS
- 2) DRY FILM THICKNESS: 4.54-9 MILS PER COAT

3. ANTENNA COVERS:

- A. PRIMER: BERKMAN WILLIAMS MACROPROXY 646 OR THERMO BERNES 181
 - 1) DRY FILM THICKNESS: 4.54-9 MILS
 - 2) DRY FILM THICKNESS: 4.54-9 MILS PER COAT

B. FINISH: BERKMAN WILLIAMS MACROPROXY 646 OR THERMO BERNES 181

- 1) DRY FILM THICKNESS: 4.54-9 MILS
- 2) DRY FILM THICKNESS: 4.54-9 MILS PER COAT

4. COAXIAL CABLE:

- A. PRIMER: XAM 1138
 - 1) DRY FILM THICKNESS: 25-50 MILS

B. FINISH: BERKMAN WILLIAMS MACROPROXY 646 OR THERMO BERNES 181

- 1) DRY FILM THICKNESS: 25-50 MILS
- 2) DRY FILM THICKNESS: 25-50 MILS PER COAT

5. COLORE BY OWNER

6. COLORE BY OWNER

7. COLORE BY OWNER

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30. COLORE BY OWNER

31. COLORE BY OWNER

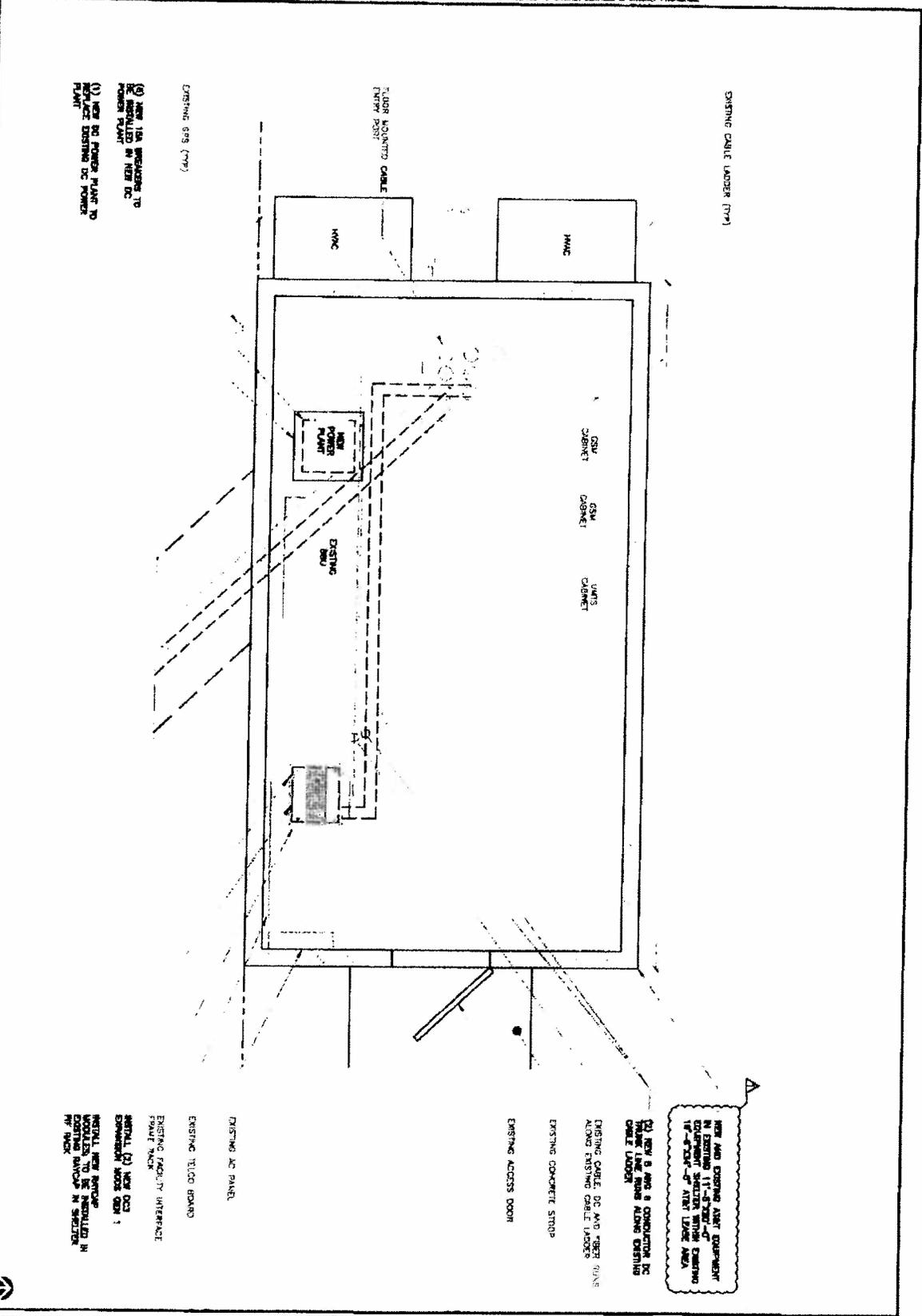
32. COLORE BY OWNER

33. COLORE BY OWNER

34. COLORE BY OWNER

				<p>DATE FOR CONSTRUCTION: JAN 28 FIELD NO: 000000000000000000</p>	<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>01/24/14</td> <td>ISSUE FOR CONSTRUCTION</td> </tr> <tr> <td>2</td> <td>02/04/14</td> <td>ISSUE FOR CONSTRUCTION</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	01/24/14	ISSUE FOR CONSTRUCTION	2	02/04/14	ISSUE FOR CONSTRUCTION
NO.	DATE	DESCRIPTION												
1	01/24/14	ISSUE FOR CONSTRUCTION												
2	02/04/14	ISSUE FOR CONSTRUCTION												
<p>NOTE: THE INFORMATION CONTAINED IN THIS SET OF CONTRACT DOCUMENTS IS PROPRIETARY TO SHAW-WALKER, INC. AND IS TO BE KEPT CONFIDENTIAL. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CONTRACT SERVICES IS STRICTLY PROHIBITED.</p>			<p>LIE 20736 10111873 MARIE AVE WT 151 MARIE AVE WEST ST PAUL, MN 55118</p>	<p>NOTES & SPECIFICATIONS</p>										
<p>DATE: 01/24/14</p>			<p>SP2</p>											

EQUIPMENT PLAN



EXISTING 600 (TYPE)
 (2) NEW 15A BREAKERS TO BE INSTALLED IN NEW DC POWER PLANT
 (1) NEW DC POWER PLANT TO REPLACE EXISTING DC POWER PLANT

NEW AND EXISTING AIR-CONDITIONING IN EXISTING 11'-8" X 11'-0" X 11'-0" AIR-CONDITIONING AREA

NEW AND EXISTING AIR-CONDITIONING IN EXISTING 11'-8" X 11'-0" X 11'-0" AIR-CONDITIONING AREA
 EXISTING CABLE DC AND 'B' BATTER GUANE ALONG EXISTING CABLE LADDER
 EXISTING ACCESS DOOR
 EXISTING COCKPIT STOPS
 EXISTING CABLE DC AND 'B' BATTER GUANE ALONG EXISTING CABLE LADDER
 EXISTING DC PANEL
 EXISTING TELCO BOARD
 EXISTING FACILITY INTERFACE FRAUNT TRUNK
 NEW DC POWER PLANT TO REPLACE EXISTING DC POWER PLANT
 NEW DC POWER PLANT TO REPLACE EXISTING DC POWER PLANT

SCALE: 3/8" = 1'-0"



SDC
 SYSTEMS DESIGN CENTER
 10000 WEST 10TH AVENUE
 DENVER, CO 80231

WESTMONT
 WESTMONT CORPORATION
 10000 WEST 10TH AVENUE
 DENVER, CO 80231

REVISIONS

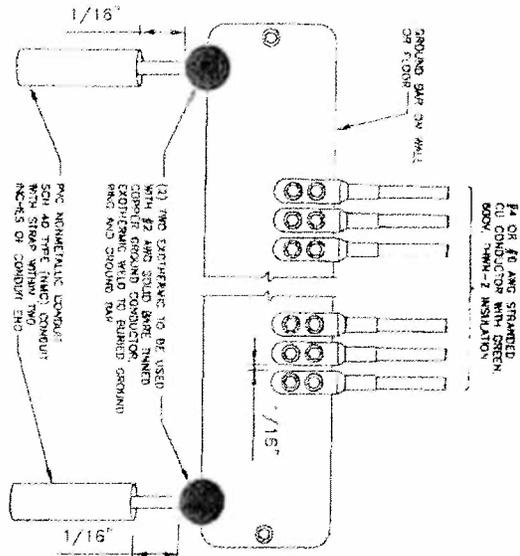
NO.	DATE	DESCRIPTION
1	10/11/93	ISSUED FOR PERMIT
2	10/11/93	ISSUED FOR PERMIT
3	10/11/93	ISSUED FOR PERMIT
4	10/11/93	ISSUED FOR PERMIT
5	10/11/93	ISSUED FOR PERMIT
6	10/11/93	ISSUED FOR PERMIT
7	10/11/93	ISSUED FOR PERMIT
8	10/11/93	ISSUED FOR PERMIT
9	10/11/93	ISSUED FOR PERMIT
10	10/11/93	ISSUED FOR PERMIT

PROFESSIONAL SEAL
 ARCHITECT
 LICENSE NO. 10000
 STATE OF MINNESOTA

DATE: 10/11/93
PROJECT: 10111873
NAME: WAVE AVE WT
ADDRESS: 131 WAVE AVE
CITY: WEST ST. PAUL, MN
ZIP: 55118

SHEET TITLE
EQUIPMENT PLAN

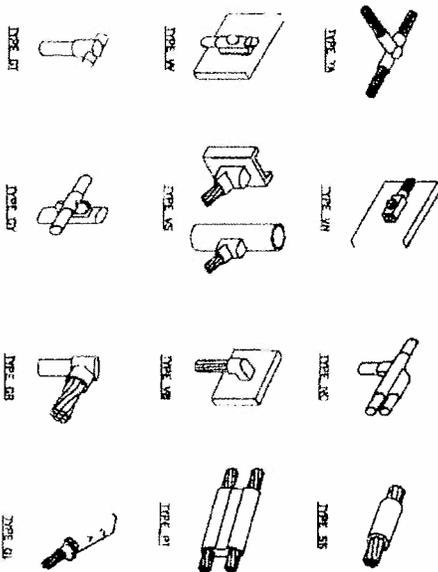
SHEET NUMBER
A2



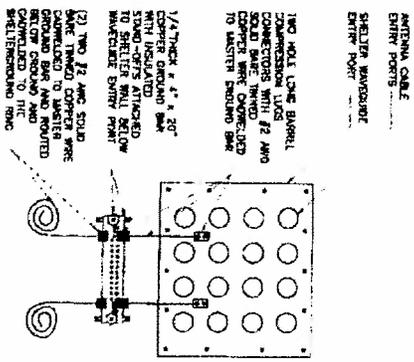
GROUND BAR DETAILS

NO SCALE 5

COLDWELD DETAILS

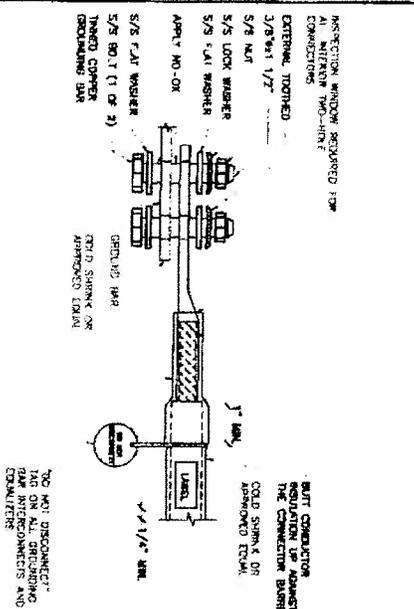


NO SCALE 4



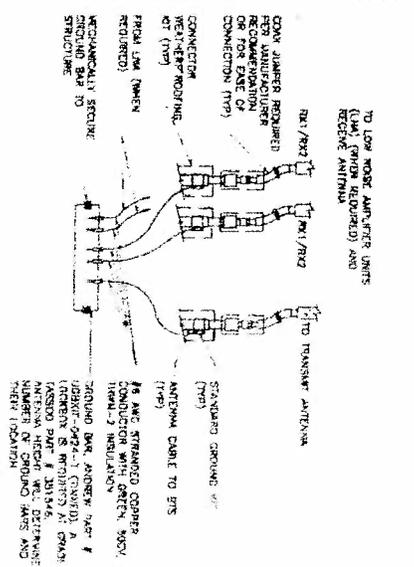
COAX GROUND KIT DETAIL

NO SCALE 3



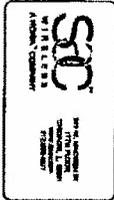
EXTERIOR TWO HOLE LUG DETAIL

NO SCALE 2



ANTENNA GROUND BAR DETAIL

NO SCALE 1



NO. FOR CONSTRUCTION MATERIALS LISTED IN CONNECTION SET	
DATE	
BY	
CHECKED	
DATE	



LEE STILLER
 10111673
 151 MAJIE AVE
 WEST ST. PAUL, MN
 55118

SHEET NUMBER
G1

TO: Mayor and City Council
THROUGH: City Manager Matt Fulton
FROM: Attorney Korine Land
DATE: May 9, 2016
SUBJECT: Temporary Construction Easements



BACKGROUND INFORMATION: The City has been working with the Guild, Applebee's, 5-8 Club and Leeann Chin/Rack Shack properties to obtain temporary access to Livingston Avenue during the construction season this year. We prepared Temporary Construction Easements that grant the City the authority to enter upon the properties and construct the access points between the properties to allow the access to occur, to restore the properties to their original or better condition upon conclusion of the easements and to reconstruct a permanent 10-foot driveway for the Guild on the rear of its property for its use.

It is important to note that while the City is a party to the Temporary Construction Easements, each business is required to obtain its own access agreement across the Guild's property. The Guild also required the City to facilitate a parking easement for 10 spots on the 5-8 Club's property, which has been accomplished.

The Guild and 5-8 Club have an access agreement and parking easement, but the other parties have not yet completed negotiations for the access with the Guild. Therefore, at this time, the only party with the right to use the access to Livingston is 5-8 Club. The other accesses may be opened upon verification that the businesses have an agreement with the Guild.

FISCAL IMPACT:

Eureka has agreed to construct these access points, as well as to reconstruct the Guild's driveway at no cost, in exchange for use of the Blockbuster site as a staging area. The City is required to pay the Guild's attorneys' fees for review of the easements between all the property owners.

STAFF REQUEST FOR CONSIDERATION

Approve the Temporary Construction Easements, contingent on each business obtaining an access agreement with the Guild, and authorize signatures thereon.

ATTACHMENTS

Temporary Construction Easements for:

- The Guild
- J&J Inc. (5-8 Club)
- Robert Street Properties LLC (Applebee's)
- Apollo LLC (Leeann Chin/Rack Shack)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made, granted and conveyed this ____ day of _____, 2016, by and between Guild Incorporated, a Minnesota nonprofit corporation (hereinafter referred to as "**Landowner**") and the City of West St. Paul, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as "**City**").

RECITALS

- A. The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter "**Landowner's Property**");
- B. The Landowner is a 501(c)(3) nonprofit corporation in the business of providing mental health services and needs access and use of the Landowner's Property;
- C. The City is closing portions of Robert Street for construction and is seeking a construction easement from the Landowner to allow for a temporary access to the adjacent properties and driveway to be constructed on the Landowner's Property by the City's contractors as provided in the drawings, plans and specifications attached as **Exhibit B** (hereinafter "**Plans and Specifications**"); and
- D. The Landowner is willing to provide a temporary non-exclusive easement in the Easement Area as defined in this Agreement to the City under the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the terms and conditions contained herein, the parties agree as follows:

1. **Recitals.** All of the Recitals set forth above are hereby incorporated into the body of this Agreement as though restated herein.

2. **Grant of Easement.** The Landowner, in consideration of the payments to be made by the City to Landowner under separate agreement, does hereby grant and convey unto the City, its successors and assigns, a non-exclusive easement over, on, through and across that portion of the Landowner's Property depicted in **Exhibit C** (hereinafter "**Easement Area**") for the purposes of construction of a temporary access/driving surface in accordance with the Plans and Specifications and such purposes reasonably ancillary, incident or related thereto (hereinafter "**Temporary Easement**") to provide a point of access for vehicular traffic from Livingston Avenue to the property legally described as Lot 1, Block 1, J and J Addition, Dakota County Minnesota, which property is currently owned by J & J, Inc.

3. **Non-Exclusive and Temporary Nature of Easement.** The Temporary Easement on the Landowner's Property shall be non-exclusive and temporary and shall run with the Landowner Property. The Landowner shall simultaneously be able to use the Landowner Property for its own uses including without limitation parking for its invitees and the City will ensure that the City, its contractors, agents and servants do not interfere with the Landowner's operation of its business or parking for Landowner's employees, agents and invitees.

4. **Rights.** The rights of the City include the right of the City, its contractors, agents and servants:

- a. To enter upon the Easement Area for the purposes of construction of the temporary access and driveway and related inspection, grading, sloping, and restoration relating to the purposes of this Temporary Easement; and
- b. To maintain the Easement Area during the term of its existence; and
- c. To construct the permanent driveway upon termination of the Temporary Easement.

5. **City's Obligations.** The City agrees at its sole cost and expense to do as follows:

- a. The City shall not erect any structure or other obstruction within the Easement Area. The City shall not erect, condone, or permit to endure any obstructions that would prevent, restrict, or otherwise inhibit the passage of pedestrians or vehicles, or the maneuvering of vehicles, within the Easement Area.
- b. Prior to any construction activity within the Easement Area, the City shall provide Landowner at least two (2) business days' notice. Initial construction of the access driveway shall be completed within one (1) business day and on or before June 1, 2016.
- c. On or before November 30, 2016, the City shall restore the Easement Area to a condition at least as good as prior to the grant of Temporary Easement, including replacement of any lighting conduits and conducts, replacement and restoration of

existing bituminous surfaces, curbs, turf and other landscaping features, in accordance with industry standards and existing construction materials.

- d. Throughout the term of the Temporary Easement, the City shall repair and have the duty to maintain the Easement Area. Should the Easement Area at any time while in use be damaged by the City, its contractors, agents or invitees of the adjacent landowners, such damage shall be repaired or rebuilt at the City's sole expense to Landowner's standards.
- e. On or before November 30, 2016, the City shall construct and install a permanent asphalt driveway along the rear of the Landowner's building as depicted on **Exhibit C** to Landowner's standards.
- f. The City shall obtain a temporary parking easement for the benefit of Landowner located on real property that is located immediately to the east and adjacent to Landowner's Property, legally described as Lot 1, Block 1, J and J Addition, Dakota County, Minnesota from the property owner of such property at no cost to Landowner, to be executed concurrently with this Agreement (hereinafter "**Parking Easement**").
- g. The City shall obtain a temporary access easement for the benefit of Landowner and the adjacent landowners covering the use of the Temporary Easement until November 30, 2016 on terms and conditions acceptable to Landowner to be executed concurrently with this Agreement (hereinafter "**Access Easement**").
- h. The City shall pay all reasonable attorney's fees and costs incurred by the Landowner in connection with the negotiation, drafting, and related legal services for this Agreement and all agreements ancillary to this Agreement, including without limitation the Parking Easement and the access easement between Landowner and adjacent landowners within thirty (30) days or receipt of an invoice for the same detailing the fees and costs incurred by the Landowner.

5. **Insurance.** The City shall maintain and require their contractors to maintain throughout the term of this Temporary Easement, commercial general liability insurance against claims on account of bodily injury or death and property damage incurred upon or about the Easement Area in amounts of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

6. **Indemnification.** The City agrees to indemnify and hold Landowner harmless from and against all liens, claims, liabilities, judgments and expenses (including reasonable attorneys' fees) relating to or arising from:

- a. work performed on the Landowner's Property including without limitation any claims for payment or the cost of removing mechanic's liens the filing or potential filing of any mechanic's or materialman's lien or other proceeding (including,

without limitation, any lis pendens) against any real property in connection with any work or activity, and claims from adjacent property owners related to the work performed or the access provided or resulting from the Access Easement;

- b. any accidents, injuries, loss, or damage of or to any person or property within the Easement Area arising from (i) actions or omissions of the City or its contractors or agents or (ii) from the negligent, intentional or willful acts or omissions of the City or its employees or contractors or individuals using the Temporary Easement to access the adjacent properties or their establishments.
- c. provided that such indemnity shall not extend to matters to the extent caused by Landowner, or its respective agents, representatives, employees, contractors, clients or guests.

7. **No Waiver of Governmental Immunities.** Nothing contained herein shall be deemed a waiver by the City of any statutory governmental immunity defenses or the maximum liability limits provided by Minnesota Statute, Chapter 466.

8. **Landowner Seized in Fee.** The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on **Exhibit A** and the Easement Area described on **Exhibit C** and has good right to grant and convey the Temporary Easement herein to the City. Nothing in this Agreement provides the City with an easement to the adjacent landowners' properties and City represents and warrants that it has obtained all easements required to allow for the work to be commenced on the adjacent properties.

9. **Survival.** The indemnities and warranties set forth in this Agreement shall survive the assignment, termination, release or expiration of this Agreement and shall be the binding obligation of both parties, their administrators, successors and assigns from time to time in ownership of the Landowner's Property.

10. **No Public Dedication.** No provision of this Agreement and no easement granted or provided for herein shall be constructed or deemed a dedication of any rights to the general public or for any public use whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to the purposes herein expressed.

11. **Notices.** All notices and communications required, necessary or desire to be given pursuant to this Agreement shall be in writing and shall be deemed given and received upon personal delivery (which shall include delivery by commercial, overnight courier) or three (3) days after deposit in the United States mail, certified return receipt requested, postage prepaid as follows:

If to the City:

Matt Fulton, City Manager
City of West St Paul
1616 Humboldt Ave.

West St. Paul, MN 55118

With a Copy to:

Kori L. Land
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075

If to Guild:

Grace Tangjerd Schmitt, President
Guild Incorporated
130 Wabasha St. South, Suite 90
St. Paul. MN 55107

With a Copy to:

Jennifer A. Forbes
Felhaber Larson
220 South Sixth Street
Suite 2200
Minneapolis, MN 55402-4504

12. **Binding Effect; Applicable Law.** The terms of this Agreement shall run with the land described herein. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

13. **Default; Failure to Perform; Self-Help Remedy.** If the City fails to perform or comply with any term, condition or obligation of this Agreement, and such failure continues for thirty (30) days after receipt of written notice from Landowner (or such long period as may be reasonable under the circumstances if the failure cannot be cured within thirty (30) days and the party failing to perform commences to cure within such time period and diligently and continuously prosecutes such cure to completion), then the City shall be in default of this Agreement. Upon such default, the Landowner may proceed to cure the default by payment or performance. The City shall immediately reimburse the Landowner for all reasonable costs and expenses incurred to cure the default. The thirty (30) day notice period shall not be required in the event of an emergency condition, in which event the Landowner shall give whatever notice is reasonable under the circumstances. Nothing contained in this Section shall create any obligation on the part of the Landowner to exercise the rights granted herein or perform the City's obligations.

14. **Termination.** This Temporary Easement shall expire and be of no force and effect from and after November 30, 2016. Landowner may terminate this Temporary Easement for a breach of the terms of this Agreement which breach is not cured within thirty (30) days of Landowner's written notice of breach.

15. **Miscellaneous.** This Agreement may be amended only by a written instrument signed by both parties. No delay or omission of any party in exercising any right under this Agreement shall operate as a waiver of such right. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and any and all prior writings,

representations, and negotiations with respect to such subjects are superseded by this Agreement. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall be effective when each party has signed one or more counterparts and delivered it to the other party. It is the intention of the parties that the uses and easements herein specified are granted without divesting the rights of Landowner and, subject only to the rights granted to the City for the purposes herein expressed.

16. **Modification.** This Agreement may be amended, modified, or terminated at any time by an agreement in writing, executed and acknowledged by the parties hereto.

17. **Rights of Lenders.** No provision of this Agreement shall in any way defeat or render invalid the lien of any mortgage, deed of trust, or other similar consensual security instrument entered into in good faith and for valuable consideration, whether presently in existence or recorded in the future against any parcel encumbered by this Agreement.

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Agreement to be executed as of the day and year first above written.

CITY OF WEST ST. PAUL

By: _____
David Meisinger, Mayor

By: _____
Matt Fulton, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared David Meisinger and Matt Fulton, to me personally known, who being each by me duly sworn, each did say that they are, respectively, the Mayor and City Manager of the City of West St. Paul, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Manager acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER
GUILD INCORPORATED**

By: _____
Grace Tangjerd Schmitt
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared Grace Tangjerd Schmitt, to me personally known, who being by me duly sworn, did say that she is the President of Guild Incorporated, a Minnesota nonprofit corporation, and that the foregoing instrument was executed on behalf of Guild Incorporated by authority of the Board of Directors of Guild Incorporated.

Notary Public

This instrument was drafted by:
Bridget M. Nason
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

After recording, please return to:
Bridget M. Nason
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real Property located in the City of West St. Paul, Dakota County, Minnesota, described as follows:

North 305 feet of Lot 1, Block 1, Crestwood Hills 5th Addition.

EXHIBIT B
PLANS AND SPECIFICATIONS

(to be attached)

EXHIBIT C
LEGAL DESCRIPTION OF EASEMENT AREA

A temporary easement for grading, sloping and construction purposes, including the construction of a temporary access/driving surface in accordance with the plans and specifications provided by the City and all such purposes ancillary, incident or related thereto under, over, across, through and upon:

The North 20 feet of Lot 1, Block 1, Crestwood Hills Fifth Addition

AND

The East 125 feet of the South 85 feet of the North 105 feet of Lot 1, Block 1, Crestwood Hills Fifth Addition

AND

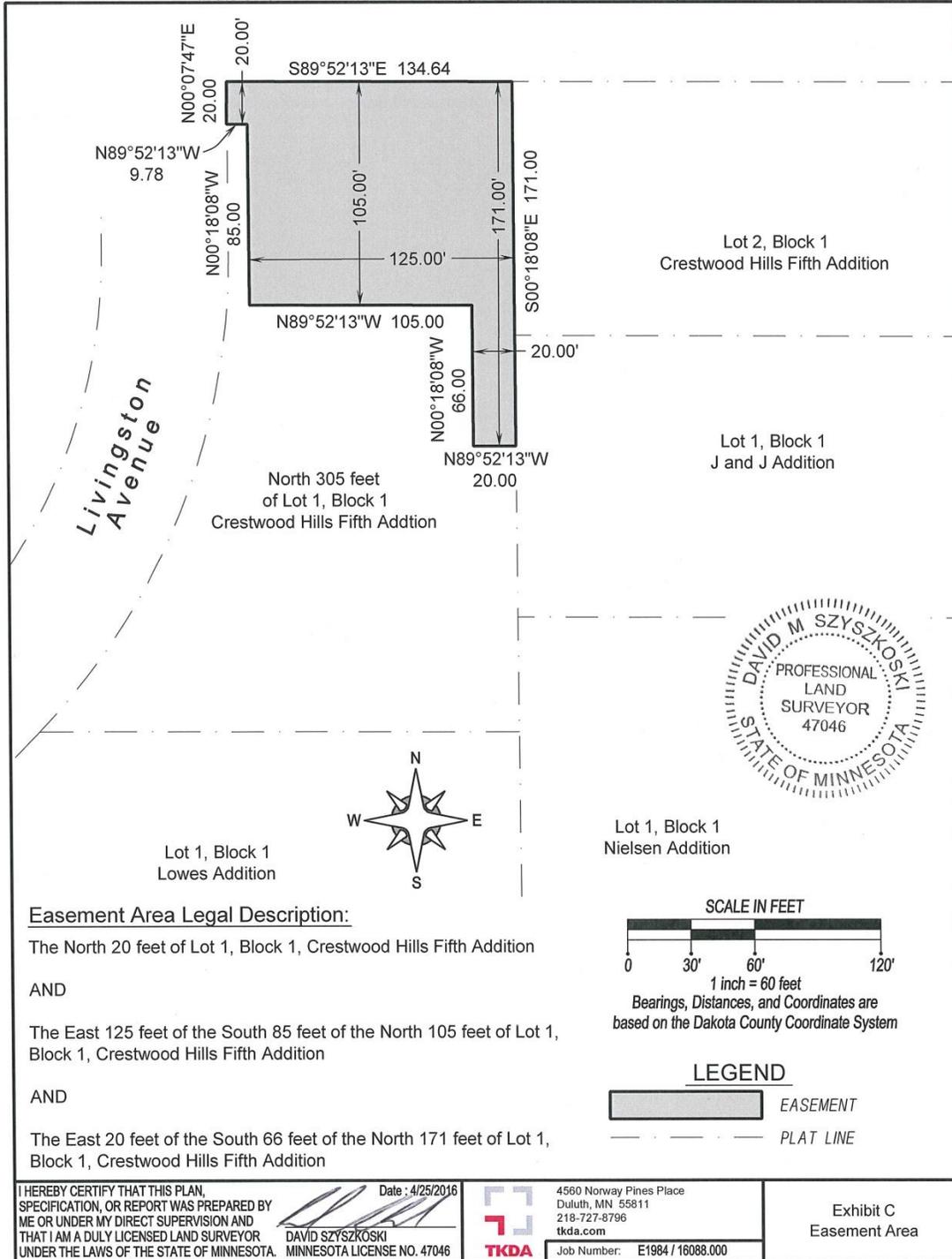
The East 20 feet of the South 66 feet of the North 171 feet of Lot 1, Block 1, Crestwood Hills Fifth Addition

This Temporary Easement shall expire and be of no force and effect from and after November 30, 2016.

EXHIBIT C
DEPICTION OF EASEMENT AREA

Exhibit C

in the SW¼ of the SW¼ of Section 20, T28N, R22W, Dakota County, Minnesota



TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (Easement) is made, granted and conveyed this ____ day of _____, 2016, by and between J & J, Inc., a Minnesota corporation (hereinafter referred to as “Landowner”) and the City of West St. Paul, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as “City”).

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A (hereinafter “Landowner’s Property”)**.

The Landowner, in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A temporary easement for grading, sloping and construction purposes, including the construction of a temporary roadway/driving surface in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto (hereinafter “**Temporary Easement**”) under, over, across, through and upon that real property identified and legally described on **Exhibit B** and depicted on **Exhibit C**, (hereinafter the “**Temporary Easement Areas**”) attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a. to enter upon the Temporary Easement Areas during the term of their existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and
- b. to maintain the Temporary Easement Areas during the term of their existence; and
- c. to remove from the Temporary Easement Areas during the term of their existence trees, brush, herbage, aggregate, undergrowth, curb, concrete, asphalt, and other obstructions interfering with the location, construction and maintenance of the temporary roadway/driving surface within the Temporary Easement Areas; and
- d. to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Areas during the term of their existence as the City may deem appropriate; and
- e. to enter onto the Landowner's Property as needed in order to construct and maintain the Temporary Easement through the duration of this Easement.

The City agrees to remove the temporary roadway/driving surface from the Temporary Easement Areas before the expiration of this Easement and to restore the Temporary Easement Areas, including replacement of any lighting conduits and conduits, replacement of trees or shrubs, and restoration of existing bituminous surfaces, curbs, turf via hydro seeding methods, and other landscaping features, in accordance with industry standards and existing construction materials.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to the Temporary Easement Areas or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or its successors or assigns shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Areas described on Exhibit B and depicted on Exhibit C and has good right to grant and convey the Temporary Easement herein to the City.

The Easement shall expire and be of no force and effect from and after November 30, 2016.

[the remainder of this page has been intentionally left blank]

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real Property located in the City of West St. Paul, Dakota County, Minnesota, described as follows:

Lot 1, Block 1, J and J Addition.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREAS

A temporary easement for grading, sloping and construction purposes, including the construction of a temporary roadway/driving surface in accordance with the plans and specifications provided by the City and all such purposes ancillary, incident or related thereto under, over, across, through and upon:

The West 15 feet of the South 32 feet of the North 52 feet of Lot 1, Block 1, J and J Addition

AND

The North 5 feet of the West 31 feet of the East 54 feet of Lot 1, Block 1, J and J Addition

AND

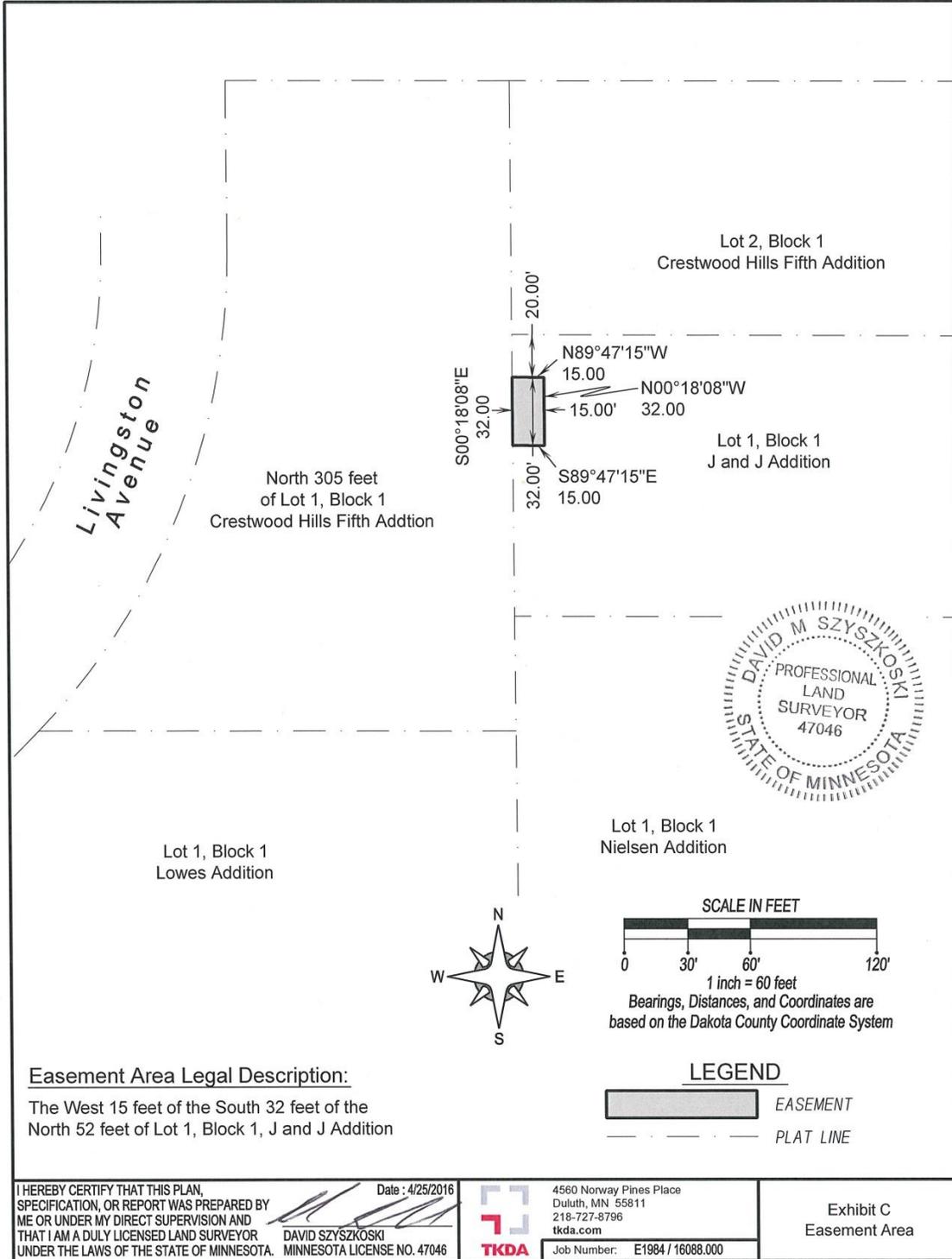
The South 30 feet of the West 80 feet of Lot 1, Block 1, J and J Addition

This Temporary Easement shall expire and be of no force and effect from and after November 30, 2016.

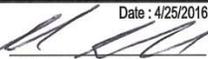
EXHIBIT C
DEPICTION OF EASEMENT AREAS

Exhibit C

in the SW¼ of the SW¼ of Section 20, T28N, R22W, Dakota County, Minnesota



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Date: 4/25/2016

 DAVID SZYSZKOSKI
 MINNESOTA LICENSE NO. 47046

 4560 Norway Pines Place
 Duluth, MN 55811
 218-727-8796
 tkda.com
 Job Number: E1984 / 16088.000

Exhibit C
Easement Area

Exhibit C

in the SW¼ of the SW¼ of Section 20, T28N, R22W, Dakota County, Minnesota

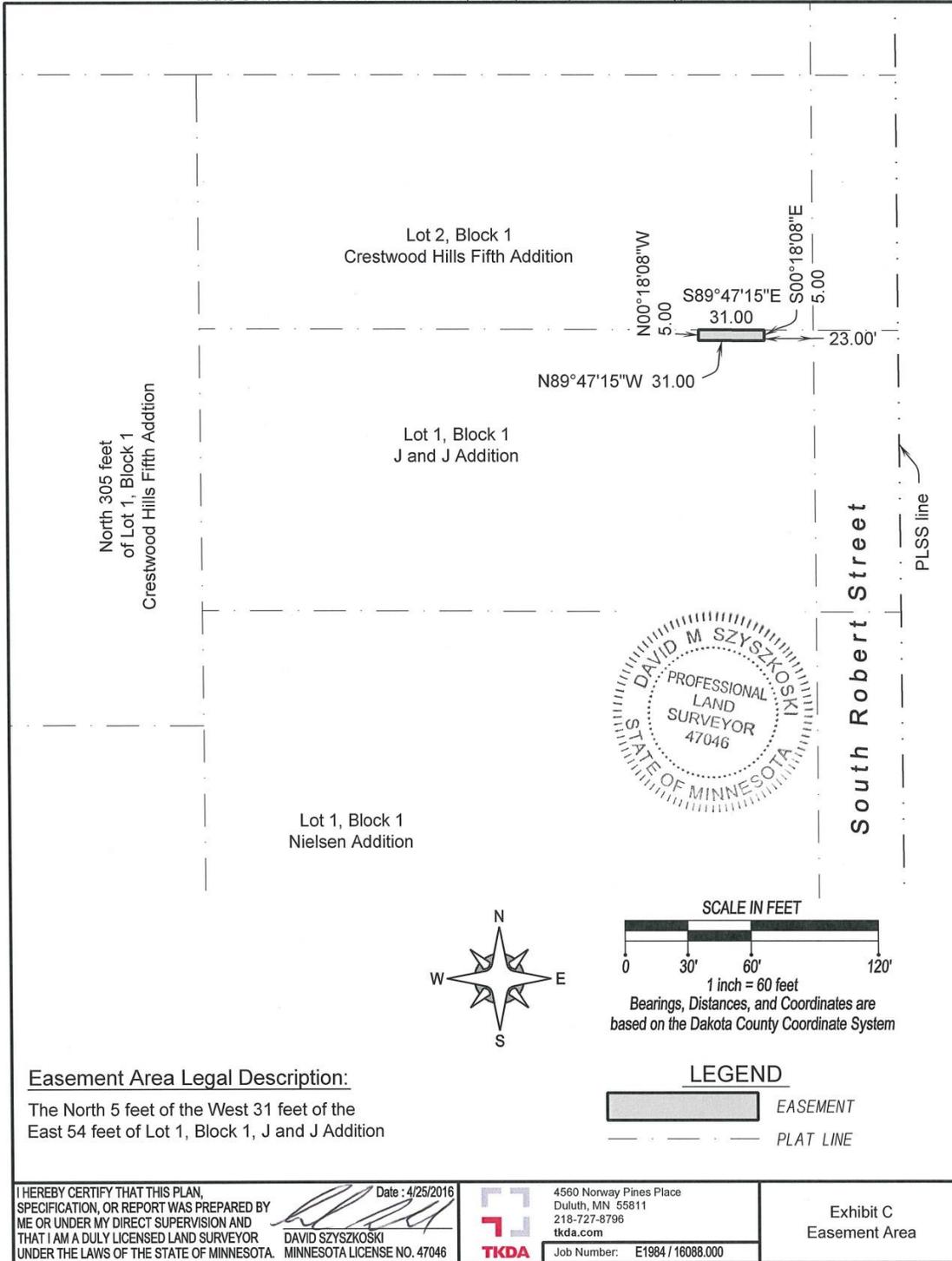
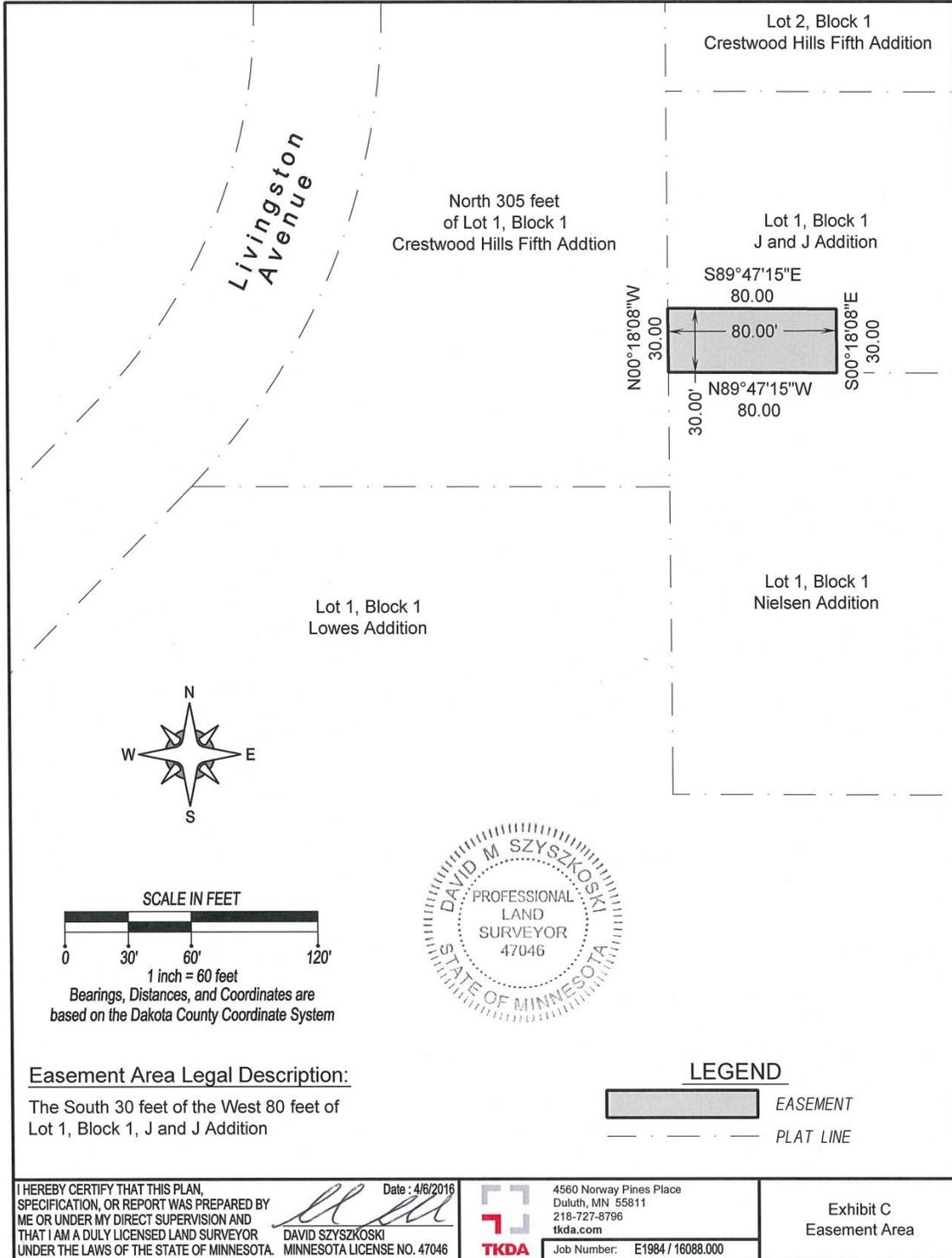


Exhibit C

in the SW¼ of the SW¼ of Section 20, T28N, R22W, Dakota County, Minnesota



Easement Area Legal Description:
 The South 30 feet of the West 80 feet of
 Lot 1, Block 1, J and J Addition

LEGEND
 EASEMENT
 PLAT LINE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.	Date: 4/6/2016  DAVID SZYSZKOSKI MINNESOTA LICENSE NO. 47046	 4560 Norway Pines Place Duluth, MN 55811 218-727-8796 tkda.com Job Number: E1984 / 16088.000	Exhibit C Easement Area
---	--	--	----------------------------

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (Easement) is made, granted and conveyed this ____ day of _____, 2016, by and between Robert Street Properties LLC, a Minnesota limited liability company (hereinafter referred to as “Landowner”) and the City of West St. Paul, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as “City”).

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A (hereinafter “Landowner’s Property”)**.

The Landowner, in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A temporary easement for grading, sloping and construction purposes, including the construction of a temporary roadway/driving surface in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto (hereinafter “**Temporary Easement**”) under, over, across, through and upon that real property identified and legally described on **Exhibit B** and depicted on **Exhibit C**, (hereinafter the “**Temporary Easement Area**”) attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a. to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and
- b. to maintain the Temporary Easement Area during the term of its existence; and
- c. to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth, curb, concrete, asphalt, and other obstructions interfering with the location, construction and maintenance of the temporary roadway/driving surface within the Temporary Easement Area; and
- d. to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate; and
- e. to enter onto the Landowner's Property as needed in order to construct and maintain the Temporary Easement through the duration of this Easement.

The City agrees to remove the temporary roadway/driving surface from the Temporary Easement Area before the expiration of this Easement and to restore the Temporary Easement Area, including replacement of any lighting conduits and conducts, replacement of trees or shrubs, and restoration of existing bituminous surfaces, curbs, turf via hydro seeding methods, and other landscaping features, in accordance with industry standards and existing construction materials.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to the Temporary Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or its successors or assigns shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

Nothing contained herein shall be deemed a waiver by Landowner of any claims it may have against the City in the condemnation action for the Robert Street Improvement Project or in any other action against the City not arising out of this Easement.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Area described on Exhibit B and

depicted on Exhibit C and has good right to grant and convey the Temporary Easement herein to the City.

This Easement shall expire and be of no force and effect from and after November 30, 2016.

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

CITY OF WEST ST. PAUL

By: _____
David Meisinger, Mayor

By: _____
Matt Fulton, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared David Meisinger and Matt Fulton, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Manager of the City of West St. Paul, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Manager acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real Property located in the City of West St. Paul, Dakota County, Minnesota, described as follows:

Lot 1, Block 1, Nielsen Addition

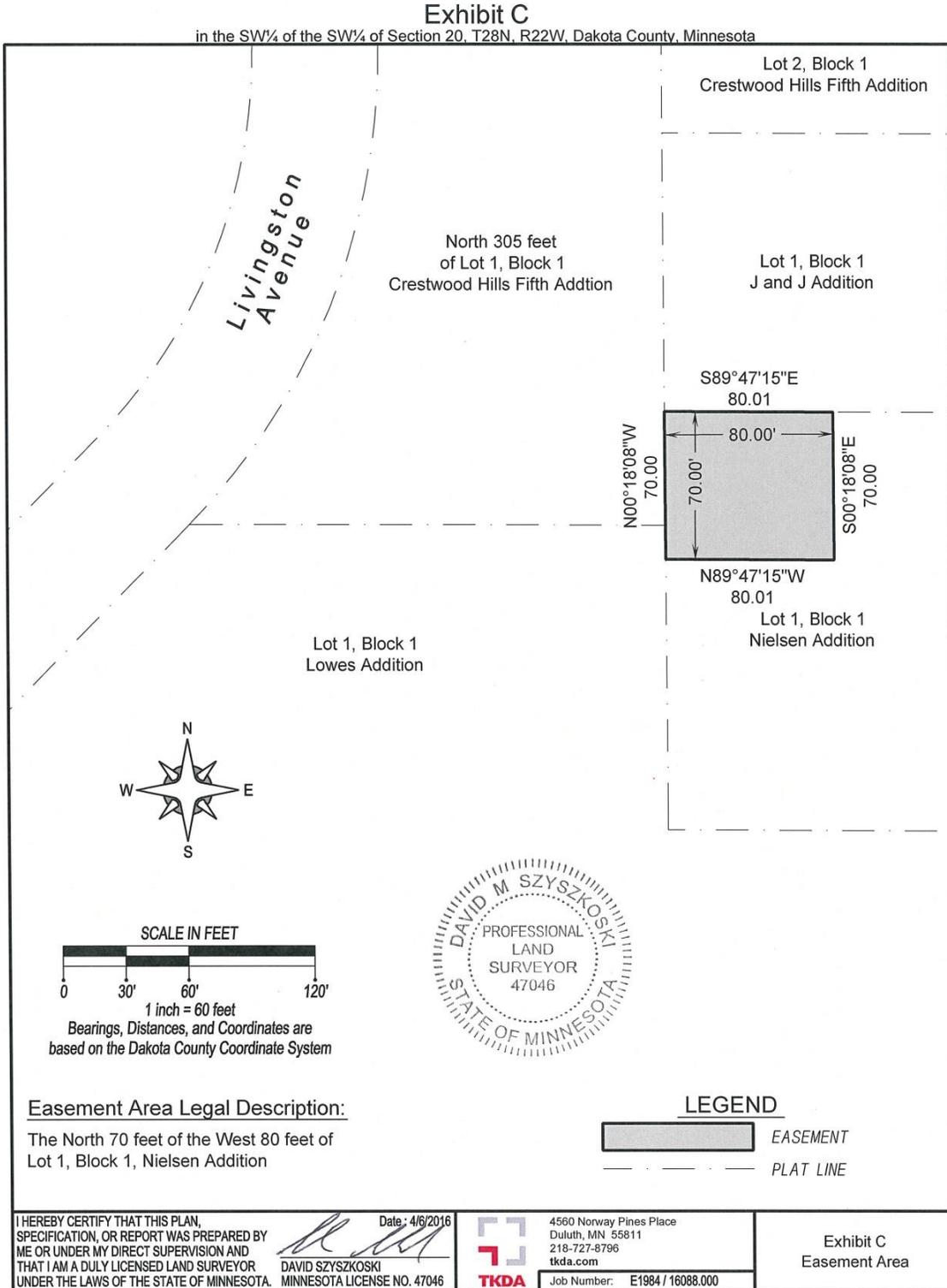
EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

A temporary easement for grading, sloping and construction purposes, including the construction of a temporary roadway/driving surface in accordance with the plans and specifications provided by the City and all such purposes ancillary, incident or related thereto under, over, across, through and upon:

The North 70 feet of the West 80 feet of Lot 1, Block 1, Nielsen Addition.

This Temporary Easement shall expire and be of no force and effect from and after November 30, 2016.

EXHIBIT C
DEPICTION OF EASEMENT AREAS



TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (Easement) is made, granted and conveyed this ____ day of _____, 2016, by and between Apollo LLC, a Minnesota limited liability company (hereinafter referred to as “Landowner”) and the City of West St. Paul, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as “City”).

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A (hereinafter “Landowner’s Property”)**.

The Landowner, in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A temporary easement for grading, sloping and construction purposes, including the construction of a temporary roadway/driving surface in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto (hereinafter “**Temporary Easement**”) under, over, across, through and upon that real property identified and legally described on **Exhibit B** and depicted on **Exhibit C**, (hereinafter the “**Temporary Easement Area**”) attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a. to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and
- b. to maintain the Temporary Easement Area during the term of its existence; and
- c. to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth, curb, concrete, asphalt, and other obstructions interfering with the location, construction and maintenance of the temporary roadway/driving surface within the Temporary Easement Area; and
- d. to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate; and
- e. to enter onto the Landowner's Property as needed in order to construct and maintain the Temporary Easement through the duration of this Easement.

The City agrees to remove the temporary roadway/driving surface from the Temporary Easement Area before the expiration of this Easement and to restore the Temporary Easement Area, including replacement of any lighting conduits and conducts, replacement of trees or shrubs, and restoration of existing bituminous surfaces, curbs, turf via hydro seeding methods, and other landscaping features, in accordance with industry standards and existing construction materials.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to the Temporary Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or its successors or assigns shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Area described on Exhibit B and depicted on Exhibit C and has good right to grant and convey the Temporary Easement herein to the City.

The Easement shall expire and be of no force and effect from and after November 30, 2016.

[the remainder of this page has been intentionally left blank]

**LANDOWNER
APOLLO LLC**

By: _____
Aleksander Plaku
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared Aleksander Plaku, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Apollo LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Apollo LLC by authority of the Board of Governors of Apollo LLC.

Notary Public

This instrument was drafted by:
Bridget M. Nason
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Bridget M. Nason
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real Property located in the City of West St. Paul, Dakota County, Minnesota, described as follows:

Lot 2, Block 1, Crestwood Hills Fifth Addition, Dakota County, Minnesota, according to the duly recorded plat thereof.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

A temporary easement for grading, sloping and construction purposes, including the construction of a temporary roadway/driving surface in accordance with the plans and specifications provided by the City and all such purposes ancillary, incident or related thereto under, over, across, through and upon:

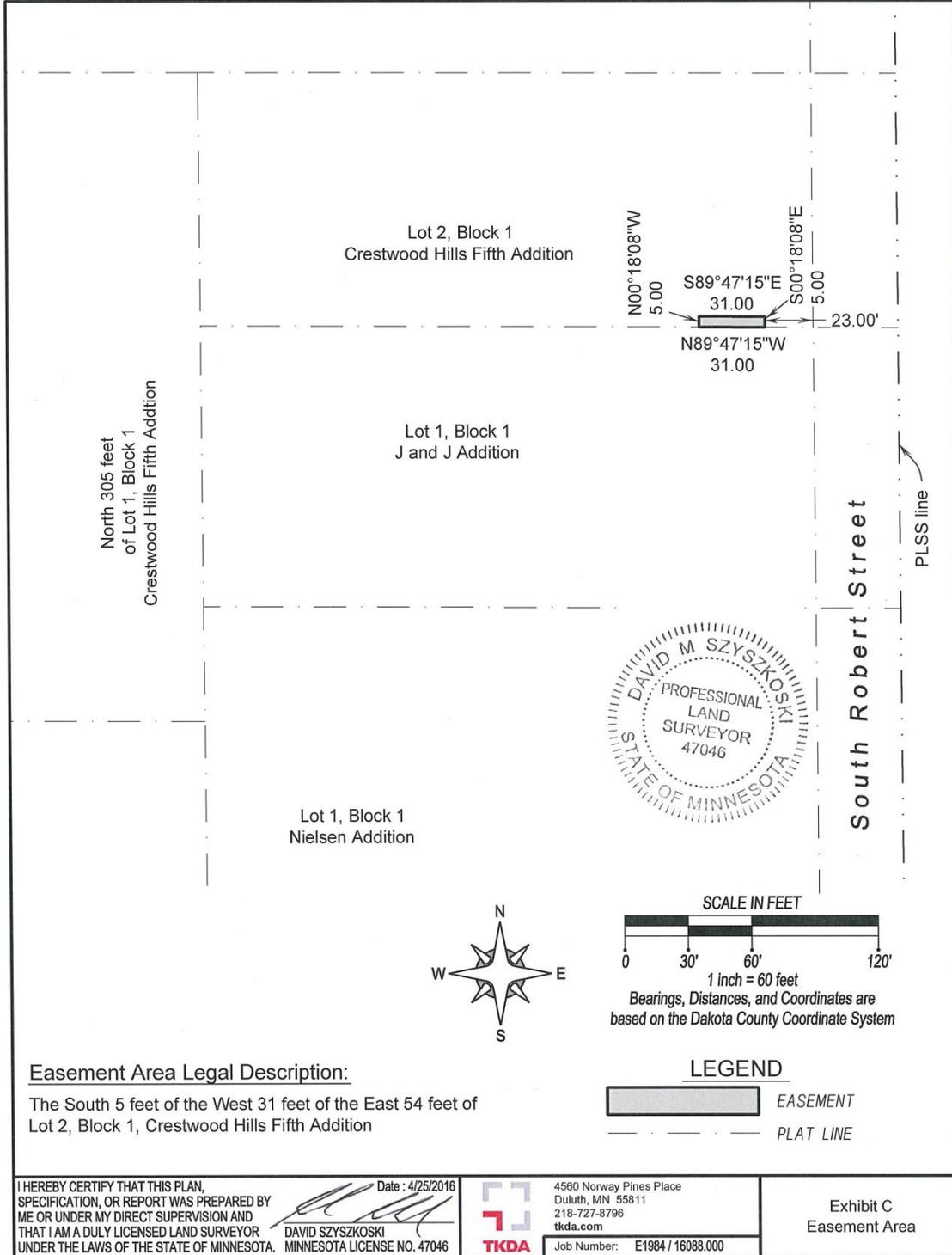
The South 5 feet of the West 31 feet of the East 54 feet of Lot 2, Block 1, Crestwood Hills Fifth Addition

This Temporary Easement shall expire and be of no force and effect from and after November 30, 2016.

EXHIBIT C
DEPICTION OF EASEMENT AREA

Exhibit C

in the SW¼ of the SW¼ of Section 20, T28N, R22W, Dakota County, Minnesota



TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: May 09, 2016
SUBJECT: Public Hearing on Proposed Assessments of Unpaid Invoices



City of West St. Paul

BACKGROUND INFORMATION:

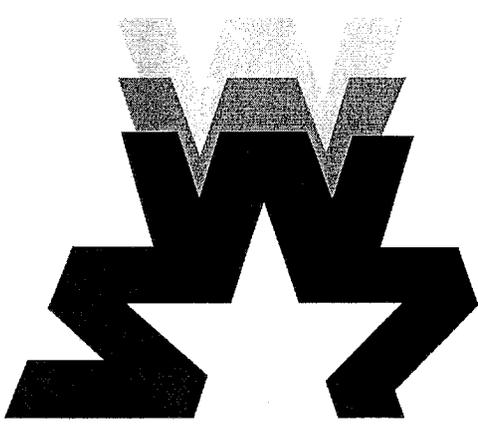
Attached is the list of unpaid invoices for consideration of assessment. This public hearing was properly noticed in the South-West Review on 4/24/16.

FISCAL IMPACT: None

		Amount
Fund:	101	
Department:	30000	
Account:	36101	38,244.96

STAFF RECOMMENDATION:

Staff recommends holding the public hearing and adopting the assessment roll of unpaid invoices.



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

TO BE PUBLISHED IN THE EDITION OF April 24, 2016

NOTICE OF HEARING ON PROPOSED ASSESSMENTS

Notice is hereby given that the West St. Paul City council will meet at 6:30 p.m. on May 9, 2016 in the Council Chambers of the Municipal Center, 1616 Humboldt Avenue to pass upon proposed assessment for unpaid invoices for weed cutting, police false alarm, house demolitions, miscellaneous charges, and administrative citations.

The amount to be assessed for the above items is \$38,244.96. The lands proposed to be assessed are the properties, which benefited from the services rendered as follows:

42-01700-30-010	42-02000-79-010	42-14000-04-160	42-18600-00-010
42-20100-00-040	42-29801-00-130	42-31500-03-260	42-32500-01-190
42-32500-02-013	42-33400-02-272	42-33500-02-010	42-34000-02-100
42-34001-02-030	42-34952-06-040	42-34952-08-020	42-38000-21-100
42-38000-25-050	42-38000-45-090	42-44250-02-030	42-44300-00-020
42-47300-01-130	42-48100-09-060	42-48100-10-070	42-48100-12-150
42-48200-04-100	42-56700-01-070	42-70900-01-050	42-71100-01-010
42-75100-00-051	42-76000-01-060	42-83810-05-180	42-84400-00-040

The proposed assessment roll is on file for public inspection in the office of the City Clerk and written or oral objections thereto by any property owner will be considered at said hearing.

YOU ARE FURTHERED NOTIFIED, that no appeal may be taken to District Court as to the amount of any assessment adopted by the Council after said hearing unless a written objection, signed by the affected property owner, is filed with the City Clerk prior to the assessment hearing or presented to the presiding officer at the hearing.

Any property owner may then appeal an assessment to District Court pursuant to MN Statutes, Sect. 429.081, by thereafter serving Notice of Appeal upon the Mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the District Court within 10 days after service upon the Mayor or City Clerk.

Notice is also given, that a special assessment may be deferred in hardship cases on the homestead of a senior citizen and retirees who are permanently and totally disabled. Pursuant to the provisions of Ord. 81-19 of the City of West St Paul.

Interested persons will be heard at this meeting.

Chantal Doriott
City Clerk

**PROMOTING AND PRESERVING A COMMUNITY OF EXCELLENCE
BY THE ETHICAL, RESPONSIVE, EFFICIENT AND INNOVATIVE PROVISION OF SERVICES
EOE/AE**

2015

correct as of

Today is Friday, April 15,2016

INVOICE #	DATE OF BILLED TO INVOICE	ADDRESS	PROPERTY ID #	REASON	AMOUNT	
2015-0167	8/28/15	Alicia Kult	25 Imperial Dr	42-14000-04-160	repeat nuisance-PD	168.36
2015-0176	9/28/15	Kevin & Cheryl Bergeson	172 Hurley St E	42-33500-02-010	repeat nuisance	168.36
2015-0178	9/28/15	Nicole & Ducan York	1074 Oakdale	42-34001-02-030	admin citation - comm	836.54
2015-0179	9/28/15	Construction Finance		42-31500-03-260	weed abatement	317.41
2015-0180	9/28/15	Margaret Cunningham	1399 Oakdale Ave	42-32500-01-190	weed abatement	679.75
2015-0181	9/28/15	Joanne Baker	254 Butler Ave E	42-76000-01-060	boarding up home	377.07
2015-0183	9/28/15	Elizabeth Rayne Kosen-Judnik	1363 Carrie	42-32500-02-013	brush abatement	300.17
2015-0184	9/28/15	Camille Creamer	1745 Vivian Lane	42-18603-00-010	brush abatement	355.06
2015-0185	9/28/15	Frederick Rauschnot	353 Rehnberg Place	42-70900-01-050	weed abatement	857.98
2015-0186	9/28/15	Gary Lee	326 Orme St W	42-34952-06-040	weed abatement	618.57
2015-0187	9/28/15	PBBC LLC	159 Arion St	42-34000-02-100	weed abatement	191.93
2015-0188	9/28/15	Jean Ferderer	1029 Livingston	42-48100-10-070	weed abatement	348.78
2015-0189	9/28/15	Ann T Rostampour	1077 Hall	42-75100-00-051	weed abatement	409.96
2015-0190	9/28/15	Reda Yacoub	1173 MacArthur	42-83810-05-180	weed abatement	342.51
2015-0195	9/30/15	Elizabeth Rayne Kosen-Judnik	1363 Carrie	42-32500-02-013	weed abatement	249.97
2015-0197	9/30/15	Jason Chu	186 Bernard St E	42-01700-30-010	unlicensed rental property	1,045.68
2015-0201	10/14/15	Christina & Ruben Bailey	141 Stanley St	42-29801-00-130	repeat nuisance	165.87
2015-0202	10/16/15	Alice Krengel	823 Allen Ave	42-20100-00-040	unlicensed rental property	515.11
2015-0203	10/19/15	Nicole & Ducan York	1074 Oakdale	42-34001-02-030	repeat nuisance	165.87
2015-0205	10/23/15	Nicole & Ducan York	1074 Oakdale	42-34001-02-030	admin citation - comm	1,648.36
2015-0212	10/29/15	American Latino Market	433 Mendota Road E	42-44250-02-030	false alarm	402.82
2015-0215	10/29/15	William Goldberg	1254 S Robert St	42-33400-02-272	admin citation - comm	206.05
2015-0219	11/3/15	Elizabeth Rayne Kosen-Judnik	1363 Carrie	42-32500-02-013	admin citation - comm	3,296.72
2015-0222	12/2/15	Alice Krengel	823 Allen Ave	42-20100-00-040	repeat nuisance - pd	163.42
2015-0224	12/2/15	John Palacia	110 Bernard St e	42-84400-00-040	repeat nuisance - pd	163.42
2015-0226	12/2/15	LeeAnn Broadbent	210 Logan Ave W	42-44300-00-020	admin citation - PD	203.00
2015-0227	12/2/15	Elizabeth Rayne Kosen-Judnik	1363 Carrie	42-32500-02-013	admin citation - comm	4,060.00
2015-0228	12/2/15	Jeff Heroff	1031 S Robert St	42-48100-09-060	admin citation - comm	203.00
2015-0242	12/11/15	James Hoag	1185 Charlton St	42-34952-08-020	admin cit - comm	507.50
2015-0243	12/16/15	Elizabeth Rayne Kosen-Judnik	1363 Carrie	42-32500-02-013	repeat nuisance - comm	163.42
2015-0246	12/18/15	James Hoag	1185 Charlton St	42-34952-08-020	Admin Citation - PD	203.00
2015-0258	1/4/16	Elizabeth Rayne Kosen-Judnik	1363 Carrie	42-32500-02-013	Admin citation - comm	2,030.00
2015-0259	1/4/16	Bergeson, Kevin	172 E Hurley St	42-33500-02-010	repeat nuisance - comm	163.42
2015-0262	1/7/16	US Bank Trust NA	882 Stryker	42-38000-21-100	weed abatement	247.20
2015-0264	1/8/15	MNSF Minneapolis	1056 Hall Ave	42-48100-12-150	weed abatement	361.39
2015-0265	1/8/15	Dulce Maria Meza	905 Bellows St	42-38000-25-050	removal/disposal of mattress	155.85
2015-0266	1/8/15	Bank of New York Mellon TSTE	217 Bernard St W	42-38000-45-090	trash abatement	332.46
2015-0269	1/8/15	Margaret Cunningham	1399 Oakdale Ave	42-32500-01-190	weed abatement	302.01
2015-0270	1/8/15	Frederick Rauschnot	353 Rehnberg Place	42-70900-01-050	weed abatement	242.64
2015-0271	1/15/16	Gary Lee	326 Orme St W	42-34952-06-040	weed abatement	242.64
2015-0272	1/8/15	Bank of New York Mellon TSTE	217 Bernard St W	42-38000-45-090	trash/weed abatment	498.72
2015-0273	1/8/15	Ann T Rostampour	1077 Hall	42-75100-00-051	weed abatement	183.26
2015-0274	1/8/16	US Bank Trust NA	882 Stryker	42-38000-21-100	weed abatement	242.94
2015-0275	1/15/16	Gary Lee	326 Orme St W	42-34952-06-040	weed abatement	480.15
2015-0276	1/8/15	Construction Finance	Carrie & Bernard	42-31500-03-260	weed abatement	361.39
2015-0277	1/8/15	Bank of New York Mellon TSTE	217 Bernard St W	42-38000-45-090	weed abatement	242.64
2015-0278	1/8/16	US Bank Trust NA	882 Stryker	42-38000-21-100	weed abatement	242.94
2015-0279	1/8/15	Joanne Baker	254 Butler Ave E	42-76000-01-060	weed abatement	302.01
2015-0280	1/8/15	Elizabeth Rayne Kosen-Judnik	1363 Carrie	42-32500-02-013	weed abatement	183.26
2015-0281	1/8/15	Wells Fargo Bank NA	240 Haskell St	42-47300-01-130	weed abatement	242.64
2015-0282	1/15/16	Gary Lee	326 Orme St W	42-34952-06-040	weed abatement	242.64
2015-0283	1/8/15	Dunham Properties	260 Wentworth Ave	42-02000-79-010	weed/trash	716.13
2015-0284	1/8/15	Jean Ferderer	1029 Livingston	42-48100-10-070	weed abatement	655.23
2015-0285	1/15/16	Gary Lee	326 Orme St W	42-34952-06-040	weed abatement	262.43
2015-0286	1/8/15	Frederick Rauschnot	353 Rehnberg Place	42-70900-01-050	weed abatement	203.05
2015-0287	1/8/15	Construction Finance	Carrie & Bernard	42-31500-03-260	weed abatement	222.84

2015-0288	1/8/15	Ann T Rostampour	1077 Hall	42-75100-00-051	weed abatement	183.26
2015-0289	1/8/16	US Bank Trust NA	882 Stryker	42-38000-21-100	weed abatement	183.26
2015-0290	1/8/15	Construction Finance	Carrie & Bernard	42-31500-03-260	weed abatement	262.43
2015-0291	1/8/15	Federal National Mortgage	379 Ruby Dr	42-56700-01-070	weed abatement	180.21
2015-0292	1/8/15	Construction Finance	Carrie & Bernard	42-31500-03-260	weed abatement	222.84
2015-0293	1/8/15	Remodeling the Twins Cities	1286 Ottawa Ave	42-48200-04-100	trash abatement	192.39
2015-0296	1/8/15	Margaret Cunningham	1399 Oakdale Ave	42-32500-01-190	pad lock shed/garbage	271.56
2015-0297	1/8/15	Alice Krengel	823 Allen Ave	42-20100-00-040	lock up front & rear doors	213.96
2015-0298	1/15/16	Gary Lee	326 Orme St W	42-34952-06-040	weed abatement	222.84
2015-0299	1/8/16	US Bank Trust NA	882 Stryker	42-38000-21-100	weed abatement	215.23
2015-0300	1/15/16	Gary Lee	326 Orme St W	42-34952-06-040	weed abatement	242.64
2015-0302	2/1/16	Elizabeth Rayne Kosen-Judnik	1363 Carrie	42-32500-02-013	admin cit - comm	2,030.00
2015-0303	2/1/16	James Hoag	1185 Charlton St	42-34952-08-020	admin cit - comm	203.00
2015-0309	2/1/16	AT & T	1980 S Robert St	42-71100-01-010	false alarm	777.49
2016-0004	2/5/16	LeeAnn Marie Swift	210 Logan Ave	42-44300-00-020	Admin citation - police	304.50
2016-0014	2/25/16	Connor Kirchert	1185 Cherokee Ave	42-34952-08-020	Admin citation - police	203.00
2016-0015	2/25/16	Seta & Latya Hines	1254 S Robert St	42-33400-02-272	repeat nuisance-police	168.49
2016-0016	3/2/16	Elizabeth Rayne Kosen-Judnik	1363 Carrie St	42-32500-02-013	Admin citation - comm dev	2,030.00
2016-0019	3/11/16	Seta & Latya Hines	1254 S Robert St	42-33400-02-272	Admin citation - police	203.00
2016-0023	3/11/16	LeeAnn Marie Swift	210 Logan Ave	42-44300-00-020	Admin citation - police	461.83
2016-0024	3/11/16	LeeAnn Marie Swift	210 Logan Ave	42-44300-00-020	Admin citation - police	203.00
2016-0029	3/16/16	Elizabeth Rayne Kosen-Judnik	1363 Carrie St	42-32500-02-013	repeat nuisance - comm dev	168.49
2016-0032	3/18/16	Seta & Latya Hines	1254 S Robert St	42-33400-02-272	Admin citation - police	406.00

38,244.96

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Jim Hartshorn, Comm. Dev. Dir.
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: May 9, 2016
SUBJECT: First Reading: Ordinance amending the definition of Family



City of West St. Paul

BACKGROUND:

The definition of “Family” was recently amended within Section 150.036 which regulates Rental Licensing to read the following:

FAMILY

- (1) An individual or two or more persons legally related by blood, marriage, foster care or adoption in a linear relationship such as spouses, grandparents, parents, children, grandchildren and siblings, but not aunts, uncles or cousins; or
- (2) A group of not more than three persons not related by blood or marriage living together in a dwelling unit.

Section 153.004 of the Zoning Code also includes the definition of “Family” which currently reads the following:

FAMILY

An individual or two or more persons legally related by blood, marriage, foster care or adoption, or a group of not more than three persons not related by blood or marriage living together in a dwelling unit.

In order to provide consistency within the code, Staff is recommending the attached Zoning Code amendment which amends the definition of Family in the Zoning Code (153.004 – second listed definition) to match the definition of Family in the Rental Licensing section of the Code (150.036 – first listed definition).

PLANNING COMMISSION:

The Planning Commission met in regular session on April 19, 2016 and voted 6-0 to recommend **DENIAL** of the proposed amendment as written. No one from the public wished to speak on the item.

The Planning Commission was not in favor of narrowing the definition of the family unit by excluding aunts, uncles and cousins. In addition, the Planning Commission noted a federal case in which the US Supreme Court overturned a ruling based on a

city ordinance that did not include cousins in their definition of family. There was also a discussion regarding the influx of group housing facilities that Counties and Cities are currently facing. The Planning Commission recommended careful consideration as to how the City defines family units based on these new issues.

The first reading was originally slated for the April 25th meeting however Staff pulled the item off the agenda in order to review other statutory definitions of Family (the public hearing was originally scheduled for this meeting based on the original timeline – reasoning for the first reading being the public hearing). Attached please find three different statutory definitions for immediate family members, all of which do not include extending beyond the linear family.

Although the Planning Commission brought up valid concerns regarding the amendment as written, according to the City Attorney the City has every right to define Family in the ordinance. The reason why the language was added to specifically exclude extending beyond the linear family tree (spouses, grandparents, children, adopted/foster) was that including aunts, uncles, cousins, etc. could lead to two family units residing in a single family unit. The proposed definition does allow for a linear family unit to have two non-related individuals reside at the home (i.e. an aunt and a friend of the family). Based on this reasoning, Staff is recommending that the Council approve the first reading as written.

FISCAL IMPACT

N/A

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Staff recommends that the Council hold the public hearing and approve the first reading as written. Should Council prefer to hold the public hearing at the second reading per the standard process, Council can continue the public hearing to the next meeting/final reading.

ATTACHMENT:

Ordinance amending Section 153.004

TIMELINE:

- April 19, 2016 – Planning Commission (public hearing)
- April 25, 2016 – first reading delayed
- May 9, 2016 – Council first reading (public hearing)
- May 23, 2016 – Council final reading

Ord. No. 16-

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING
WEST ST. PAUL ORDINANCE SECTION 153.004
REGARDING THE DEFINITION OF
FAMILY

The City Council of West St. Paul does ordain:

SECTION 1. AMENDMENT. West St. Paul Ordinance Section 153.004 relating to the definition of Family is hereby amended as follows:

~~*FAMILY. An individual or two or more persons legally related by blood, marriage, foster care or adoption, or a group of not more than three persons not related by blood or marriage living together in a dwelling unit.*~~

(1) An individual or two or more persons legally related by blood, marriage, foster care or adoption in a linear relationship such as spouses, grandparents, parents, children, grandchildren and siblings, but not aunts, uncles or cousins; or

(2) A group of not more than three persons not related by blood or marriage living together in a dwelling unit.

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 _____ day of _____, 2016.

Ayes:

Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

Immediate Family Member:

- Minn. Stat. Sec. 268.035, subd. 19a: an individual's spouse, parent, stepparent, grandparent, son or daughter, stepson or stepdaughter, or grandson or granddaughter.
- Minn. Stat. Sec. 58A.02, subd. 4: a spouse, child, sibling, a parent, grandparent, or grandchild. This includes stepparents, stepchildren, stepsiblings, and adoptive relationships.
- Minn. Stat. Sec. 181.947, subd. 1(e): a person's parent, child, grandparents, siblings, or spouse.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
 Jim Hartshorn, Community Development Dir.
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: May 9, 2016
SUBJECT: Garbage & Rubbish/Temporary Storage Container Ordinance



City of West St. Paul

BACKGROUND INFORMATION:

As discussed at a recent work session, Staff is recommending the attached ordinance amendment regarding residential storage of trash containers and temporary storage containers. Per the Summary Publication language in the attached ordinance, the proposed ordinance accomplishes the following:

- 1) Clarifies that trash containers can be set out no sooner than the day before collection day and must be removed no later than the day after collection day. When not awaiting collection, trash containers must be stored in the rear yard, garage or in an accessory building. However, they can be stored in a side yard if the house is setback at least 50 feet from the curb or if screened by a hedge or other enclosure.
- 2) Limits the location, length of time, and number of temporary outdoor storage containers allowed on a lot at one time on residential property and establish a permitting process. Temporary outdoor storage containers shall be limited to no more than two portable on-demand storage units and one roll-off dumpster for no more than 30 days on a site in a 12 month period with extensions allowed if used in conjunction with a valid building permit.

Per discussion at the work session, Staff added language to further clarify that trash bins must be located behind the curb during collections days and changed the number of allowable portable storage containers from 1 to 2 to provide flexibility to homeowners. As discussion, an administrative permit will be required for all portable storage containers and roll-off dumpsters. Staff is not proposing to charge a fee.

FISCAL IMPACT:

N/A

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the first reading of the attached ordinance amendment.

Ord. No. 2016-____

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING
WEST ST. PAUL CITY CODE CHAPTER 92, SECTION 92.02
REGARDING GARBAGE AND RUBBISH AND TEMPORARY OUTDOOR
STORAGE CONTAINERS

The City Council of West St. Paul does ordain:

SECTION 1. AMENDMENT. West St. Paul City Code Chapter 92, Section 92.02 relating to Garbage and Rubbish is hereby amended as follows:

92.02 GARBAGE AND RUBBISH.

(A) *Dumping or leaving rubbish.* It is unlawful for any person to deposit, unload, dump, discharge, throw out, place or maintain any rubbish, garbage, refuse, noxious matter or waste upon any public street, sidewalk or property.

(B) *Exceptions.*

(1) When awaiting collection, all garbage and rubbish ~~may be~~ must be properly placed in a container (including all loose contents), stored in the front yard, driveway, or public boulevard (behind the curb, not in the street) as follows:

(a) Up to four hours in closed plastic or waterproof bags; or Containers may be set out no sooner than one day prior to collection day;

(b) Up to 18 hours in rigid covered, plastic or metal containers. Containers (and any material not picked up by the garbage hauler) must be removed from the front yard, driveway or public boulevard by the end of collection day.

(2) Other than as provided above, When not awaiting collection, garbage and rubbish must be properly stored in containers that are kept in rear yards, in accessory buildings or in garages or screened from view from any public street. Containers may only be stored in a side yard if the setback of the home is at least 50 feet from the curb and they are stored behind the front building line of the home; if the setback of the home is not 50 feet from the curb, then the containers may only be stored in a side yard if they are screened by a hedge or enclosure so that they are not in immediate view of the public street.

(C) *Dumping on property.* It is unlawful for any person to dump or permit the dumping of garbage, refuse, rubbish, discarded articles and other debris upon any property without a permit pursuant to §§ 32.15 through 32.20.

(D) Temporary Outdoor Storage Containers. “Temporary outdoor storage containers” includes, but are not limited to, portable on-demand storage units and roll-off dumpsters. All temporary outdoor storage containers placed in a residential zoning district or on residential property shall be regulated by this section.

(1) Permit. No temporary outdoor storage containers may be placed in a residential zoning district or on residential property without a permit pursuant to City Code Section 32. No more than two portable on-demand storage units and one roll-off dumpster will be permitted on a lot at one time. Staff reserves the right to restrict the number of temporary storage containers per lot to protect the general health, safety and welfare of the public. Either the residential property owner upon whose property the container will be placed or the company placing the temporary storage container may apply for a permit. The permit holder will be responsible for complying with the terms of this ordinance.

(2) Location. Temporary outdoor storage containers shall be placed in private driveways whenever possible. However, all temporary outdoor storage containers must comply with the following requirements:

- (a) They shall not obstruct any public sidewalk;
- (b) They shall not be located within 30 feet of an intersection;
- (c) They shall be located at least 6 feet from any residential building;
- (d) They shall be located at least 10 feet from any property line, unless located in a driveway or on a street;
- (e) With the exception of new construction sites, they must be placed on a concrete or asphalt type surface. Wood planking or plywood shall be placed under the wheels or “feet” of the container;
- (f) If located in a street or alley, flashers or reflective tape are required on or around the container.

(3) Length of time. Temporary outdoor storage containers shall not be located on an individual lot, parcel or site for more than 30 days during any 12 month period. Additional 30 day extensions may be granted by the City if the container is used in conjunction with a valid building permit for up to a total of 90 days annually for single-family residential and up to a total of 180 days annually for multi-family residential.

(4) Any damage to public property, such as the street, curb or sidewalk as a result of the placement of the temporary storage container is the responsibility of the permit holder. Damage to public property is deemed to be a Public Nuisance and will result in Emergency Abatement procedures being followed pursuant to City Code Section 94.15(E) and the costs being assessed against the property pursuant to City Code Section 94.20(B).

(5) Other. Temporary outdoor storage containers shall be constructed in such a manner that its contents will be adequately contained and the container shall be maintained in good repair.

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

The ordinance amendment clarifies that trash containers can be set out no sooner than the day before collection day and must be removed no later than the day after collection day. When not awaiting collection, trash containers must be stored in the rear yard or in an accessory building. However, they can be stored in a side yard if the house is setback at least 50 feet from the curb or if screened by a hedge or other enclosure. In addition the ordinance amendment adds language to limit the location, length of time, and number of temporary outdoor storage containers allowed on a lot at one time on residential property and establish a permitting process. Temporary outdoor storage containers shall be limited to no more than one portable on-demand storage unit and one roll-off dumpster for no more than 30 days on a site in a 12 month period with extensions allowed if used in conjunction with a valid building permit.

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

Passed this _____ day of _____, 2016.

Ayes:

Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Police Department
DATE: May 9, 2016
SUBJECT: Application for Outdoor Live Entertainment



BACKGROUND INFORMATION:

As part of the Celebrate West St. Paul events Dunham's, 173 Lothenbach Ave E, has applied for an Outdoor Live Entertainment License. The event will include a band and dance.

May 20, 2016 – 7:00 p.m. – 11:00 p.m.

City departments have reviewed this application and have not indicated any concerns.

According to Ordinance 111.30 the City Council shall hold a hearing on the license and may impose reasonable conditions to protect the health, safety and general welfare of the public as well as setting the hours of operation.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Other License Fee	101	30000	32199	350.00
Total:				\$350.00

STAFF RECOMMENDATION:

Staff recommends that the City Council set the hours of operation, hold a hearing, and impose reasonable conditions. Council needs to consider the application for approval.

TO: Mayor and City Council
THROUGH: City Manager
FROM: PW & Parks Director/City Engineer
DATE: May 9, 2016
SUBJECT: Approve Easement Agreements for Safe Routes to School - Project #14-6



City of West St. Paul

BACKGROUND INFORMATION:

As part of the Safe Routes to School Project on Wentworth Avenue and Bellows Street, permanent and temporary easements were required. The city hired WSB & Associates, Inc. to perform the design and easement acquisitions for this project. There were four property owners on Wentworth Avenue that required easement acquisition; all had permanent and temporary easements.

Parcel No.	Appraisal Amount/Initial Offer	Final Settlement Amount
Parcel 1	\$21,600	\$23,150
Parcel 2	\$18,900	\$18,900
Parcel 3, 4, 4A	\$48,600	\$48,600
Parcel 5	\$43,300	\$43,300

Only one of the parcels negotiated for a higher amount than the appraised/initial offer amount which was Parcel 1 for an additional \$1,550.

FISCAL IMPACT:

Each of the four property owners have agreed to provide the necessary permanent and temporary easements for a total of \$133,950. This project has both city and county funding along the Wentworth Avenue leg. Based on the current cost split agreement with the County for improvement projects, 55% or \$73,672.50 of the easement costs will be paid for by Dakota County.

		Amount
Fund:	551	
Department:	43121	
Account:	41146	\$133,950

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the easement agreements for construction of the Wentworth Avenue and Bellows Street Safe Routes to School Project #14-6 in the amount of \$133,950.

TO: Mayor and City Council
THROUGH: City Manager
FROM: PW & Parks Director/City Engineer
DATE: May 9, 2016
SUBJECT: Award Bid for Lift Station 5 & 6 - Project #16-2



City of West St. Paul

BACKGROUND INFORMATION:

Bids for the Lift Station 5 & 6 Rehabilitation and Force Main Project were opened and read aloud on Wednesday, May 4, 2016. Two bids were submitted. The bids are shown below along with the engineer's estimate.

Bidder	Base Bid
Pember Companies, Inc.	\$1,102,773.00
Geislinger & Sons, Inc.	\$1,189,000.00
Engineer's Estimate	\$1,730,000.00

The low bid by Pember Companies, Inc. is approximately 36% lower than the engineer's estimate. Our consultant, AE2S, has worked with this company on previous lift station projects and is recommending Pember Companies, Inc. be awarded the bid. Staff concurs that Pember Companies, Inc., of Menomonie, WI is the lowest responsible bidder. Work is scheduled to begin this summer with a substantial completion date of September 15, 2016.

FISCAL IMPACT:

The City's current CIP lists a total budget of \$2.1M for this project. The low bid received will keep this project within the budgeted CIP amount.

		Amount
Fund:	602	
Department:	49450	
Account:	40530	\$1,102,773.00

STAFF RECOMMENDATION:

Staff recommends that the City Council approve a construction contract with Pember Companies, Inc. in the amount of \$1,102,773.00 for the Lift Station 5 & 6 Project #16-2.



TO: Mayor and City Council
THROUGH: Matt Fulton , City Manager
FROM: Korine Land , City Attorney
DATE: May 9, 2016
SUBJECT: First Reading on I/I Ordinance

BACKGROUND INFORMATION : The Council discussed the I/I ordinance amendment at length at the last meeting, but we neglected to request that you approve it on first reading. It has been scheduled for a public hearing and final reading on May 23, 2016.

STAFF REQUEST FOR CONSIDERATION : Approve the ordinance on first reading.

ORDINANCE NO. _____
CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING CHAPTER 50, SECTION 50.08 OF THE WEST ST. PAUL CITY CODE REGARDING DISCHARGE OF PROHIBITED CLEAR WATER DRAINAGE; SUMP PUMPS

The City Council of West St. Paul does ordain:

SECTION 1. West St. Paul City Code Chapter 50, Section 50.08 relating to the Discharge of Prohibited Clear Water Drainage; Sump Pumps, is hereby amended as follows:

§ 50.08 DISCHARGE OF PROHIBITED CLEAR WATER DRAINAGE; SUMP PUMPS.

(A) ~~(A)~~ *Definition.* **CLEAR WATER DRAINAGE**, for the purpose of this section, is defined as stormwater, natural precipitation, ground water or flow from roof runoff, surface runoff, subsurface drainage, down spouts, eave troughs, rainspouts, yard drains, sump pumps, foundation drains, yard fountains, ponds, cistern overflows or water discharged from any nonresidential air conditioning unit or system.

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(B) *Ownership.* The property owner shall own and be responsible for the maintenance of the sanitary sewer service lateral between the city's sanitary sewer main within the street and the building being served, including the connection to the main.

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(C) ~~(B)~~ *Prohibited discharges.* No person shall directly or indirectly discharge, or permit to be discharged any clear water drainage into the city's sanitary sewer system.

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(D) ~~(C)~~ *Prohibited connections.* No person shall make or maintain a connection between any conductor used to carry clear water drainage and the city's sanitary sewer system.

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(E) ~~(D)~~ *Sump pumps.* Dwellings and other buildings and structures that require a sump pump system to discharge excess water because of the infiltration of water into basements, crawl spaces and the like shall obtain a permit and have a permanently installed discharge line that complies with the following:

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(1) It shall not any time discharge water into the city's sanitary sewer system;

(2) It shall provide for year-round discharge capability to either the outside of the dwelling, building or structure, to the city's storm sewer system;

(3) It shall consist of a rigid discharge line inside the dwelling or building, without any connections for altering the path of discharge, and if connected to the city's storm sewer line must include a check valve; and

(4) Must be directed toward the front or rear yard so as not to trespass or discharge on to adjoining properties.

~~(F)~~ ~~(E)~~ *Inspections.* The City shall conduct inspections of single-family owner-occupied properties to ensure compliance with this section. Failure to have an inspection as required in this section is a violation of the city code. Inspection shall be conducted pursuant to § 10.17.

(1) Except as set forth in § 50.08 (F)(3), inspections are required when the following occurs:

a. The property is offered for sale or conveyance by deed or contract for deed;

b. The city orders a street reconstruction project and the property is adjacent to a street in the project area;

(2) Inspections shall be conducted pursuant to §10.17. In addition to the inspection requirements in §10.17, owners shall be required to comply with the following:

a. Provide sufficient access to the sanitary sewer service lateral within the dwelling, building or other structure, including removal of any obstacles so that the sanitary sewer service lateral is completely accessible to the inspector;

b. Clear the sanitary sewer service lateral of any root intrusions or any other intrusions to allow clear televising of the sanitary sewer service lateral from the dwelling, building or other structure to its connection with the city's sanitary sewer main.

(3) Inspections shall not be required under the following circumstances:

a. It is a newly constructed dwelling and title to the property is transferred to the first owner;

b. It is the sale or other transfer of title of any property with a dwelling that is being conveyed to a public body;

c. It is the sale or transfer of title of any property that contains a dwelling that will be demolished;

d. It is the sale or conveyance of any property that contains a dwelling by a sheriff or other public or court officer in the performance of their official duties. This exception does not apply to the sale by a person appointed by a probate court.

(4) The city shall complete its inspection reports within 10 business days from the date of the inspection and immediately send the report to the property owner. The

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reports shall indicate all deficiencies discovered in sufficient detail to identify the obstructions and the specific section(s) of the sanitary sewer service lateral that must be repaired.

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(G) *Certificates of Inflow and Infiltration ("I/I") Compliance.* If a property is in compliance with this section, the city shall issue a Certificate of I/I Compliance. No new inspections or certificates for single-family owner occupied properties shall be required until one of the events in section 50.08(F)(1) occurs. Certificates of Compliance for residential rental properties and commercial, industrial and HOA properties are valid for a period of 12 years.

(H) *Residential rental properties.* For residential rental properties, the property owner is required to obtain an independent inspection and submit an inspection report to the city upon submission of a new or renewal rental license application. The inspection report shall indicate that the property is free from prohibited discharges and prohibited connections, including illegal sump pumps. If there are any violations discovered, the property owner shall have 24 months from the date of this ordinance to correct any deficiencies and provide a corrected inspection report. The city shall conduct a reinspection to verify compliance. Upon verification, the city shall issue a Certificate of I/I Compliance.

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(I) *Commercial, Industrial and HOA Properties.* For commercial and industrial properties and residential properties with a homeowners' association, property owners are required to obtain an independent inspection and submit an inspection report to the city. The inspection report shall indicate that the property is free from prohibited discharges and prohibited connections, including illegal sump pumps. If there are any violations discovered, the property owner shall have 24 months from the date of this ordinance to correct any deficiencies and provide a corrected inspection report. The city shall conduct a reinspection to verify compliance. Upon verification, the city shall issue a Certificate of I/I Compliance.

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(J) ~~(F)~~ *Violations.*

(1) *Violations discovered at time of sale.*

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a. Seller Responsibilities. When the inspector determines that there has been a violation of any provision of this section, ~~the inspector will give notice of the violation to the owner and occupant in writing and allow up to 180 days to correct the violation, unless more time is granted by the City Council.~~ prior to the sale, the seller is responsible for correcting the violations, unless the buyer has assumed such responsibility as provided in subsection b. below. Failure of a seller to disclose to a buyer that there are uncorrected violations of this section is a violation of the city code. When correcting the violations, all necessary permits shall be obtained from the city. Upon completion of the corrections, the city shall reinspect the property to verify compliance.

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b. Buyer Responsibilities. If a seller cannot correct the violations prior to the sale the buyer must assume the responsibility for correcting the violations. The buyer shall sign a written acknowledgement from the city that includes:

1. The buyer's acceptance and assumption of responsibility for correcting the violations within one year after closing on the property;
2. That the buyer understands that a reinspection is required to verify the corrections have been completed;
3. That the buyer holds the city harmless from liabilities and claims if the buyer occupies the dwelling prior to corrections of the violations.
4. That failure to correct violations or deficiencies is a violation of the city code and subjects the buyer to penalties as stated in §50.08 (K), (M), and (N)

(2) Violations and corrections under the roadway. When the inspector determines that there has been a violation of any provision of this section and the violations are under the roadway, the city will perform the repairs, except as stated in subsection (3) below. A property owner shall not excavate in the roadway without permission from the City Engineer.

(3) Non-excavation violations and corrections within two feet from the main. When the property owner is correcting violations of the sanitary sewer service lateral between the street and the building and the corrections only involve lining of the sanitary sewer service lateral, the owner shall stop all repairs at a distance of two feet from the city's sanitary sewer main. The city shall perform any repairs within two feet from the main.

~~(K) – (G) Surcharge.~~

(1) A monthly surcharge of \$50 for single-family properties and a surcharge of \$300 for all other properties shall be added to each sewer and water bill if:

(a) An owner fails to complete an inspection pursuant to §50.08(F), (H) and (I);

(b) An owner whose property was found in violation of this section did not make the necessary changes and furnish proof of those changes to the city within ~~180 days or such other time frame as stated in the notice of violation~~ the time frames required by this section;

~~(a)(c)~~ An owner fails to allow an inspection or reinspection to verify compliance; or

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~~(b)(d)~~ There has been a reconnection of a previously disconnected prohibited discharge. If a property is certified in compliance with this section and the same owner is later found to have reconnected to the municipal-city's sanitary sewer system, the property owner will be subject to the surcharge for all months between the last two inspections. ~~If there has been a change in ownership, then the new owner shall be given a notice of violation and allowed up to 180 days to comply.~~

(2) The surcharge shall be added for every month during which the property is not in compliance.

~~(L)~~ ~~(H)~~ *Temporary waiver.* The ~~Public Works Director~~City Engineer may allow or require a temporary waiver from the provisions of this section when strict enforcement would cause a threat of damage to other property, the environment or public safety because of circumstances unique to the individual property. A written request for a temporary waiver must be first submitted to the ~~Public Works Director~~City Engineer specifying the reasons for the request. If a waiver is required or granted, the property owner must pay an additional fee for sanitary sewer services based on the number of gallons discharged into the sanitary sewer system, as estimated by the ~~Public Works Director~~City Engineer. The ~~Public Works Director~~City Engineer may terminate the waiver upon a failure to comply with any conditions imposed in the temporary waiver or may take appropriate legal action to enforce those conditions. After expiration or termination of a temporary waiver, the property owner must comply with the provisions of this section.

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~~(M)~~ ~~(I)~~ *Public nuisance.* An owner or occupant who fails to have an inspection, who has done work that does not comply with this section, who reconnects to a previously disconnected prohibited discharge, who fails to pay the surcharge or who has failed to do the work required by this section within the specified time limit given by the inspector, will be deemed to have created a public nuisance subject to abatement and assessment, as provided in Chapter 94.

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~~(N)~~ ~~(J)~~ *Remedies.* The remedies provided in this section do not limit the right of the city to pursue any other available legal remedy

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SECTION 4. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The ordinance amendment provides new triggering events when homeowners have to comply with inflow and infiltration deficiencies. For single family owner-occupied homes, the inspections will be conducted by city inspectors at the time of sale or at the time of a street reconstruction project. If the property is being sold, any deficiencies may be repaired by the seller or buyer. If the buyer elects to complete the repairs, the buyer has one year after the sale to do it. If there is a street reconstruction project and the issues are between the curb and the city main, the city will perform the repairs. Rental properties will be required to have an inspection at the time the owners apply for or are

renewing a rental license, but must do so within 24 months after the ordinance is adopted. Commercial, industrial properties and those properties with a homeowners' association will be required to obtain independent inspections and complete any repairs within 24 months after the ordinance is adopted. After the city has verified compliance, a Certificate of I/I Compliance will be issued.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect ~~from and after its passage and publication according to law on July 1, 2016.~~

Passed this ____ day of _____, 2016.

Ayes:

Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk