



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

OPEN COUNCIL WORK SESSION
MUNICIPAL CENTER
ADMINISTRATION CONFERENCE ROOM

June 13, 2016

Begins Immediately Following the EDA Work Session

1. Roll Call

2. Review And Approve The OCWS Agenda

3. Review The Regular Meeting Consent Agenda

4. Agenda Item(S)
 - 4.A. Closed Session To Discuss Robert Street Property Easement Acquisitions
Estimated Time required: 20 minutes

 - 4.B. Recycling Program / Discussion Of Recycling Coordinator JPA
Estimated Time required: 20 minutes
Documents: [COUNCIL REPORT - RECYCLING COORDINATOR PROGRAM JPA.PDF](#), [RECYCLING COORDINATOR JPA.PDF](#)

 - 4.C. Recycling Program / Organics Pilot Program Review
Estimated time required: 15 minutes
Documents: [COUNCIL REPORT - DAKOTA COUNTY ORGANIC PILOT PROJECT.PDF](#)

 - 4.D. Discussion Regarding I/I Amendments And Program
Estimated time required: 10 minutes
Documents: [COUNCIL OCWS REPORT-I AND I AMENDMENTS.DOCX](#)

 - 4.E. Art Park Discussion Update
Estimated time required: 10 minutes
Documents: [COUNCIL REPORT - ART PARK BUDGET UPDATE.PDF](#)

5. Adjourn

Parking Lot of Upcoming Topics Anticipated OCWS Expected Time
• Sidewalk/Trail Assessment Policy - June 27, 30 min.

Future Topics for Discussion & Consideration

- North Gateway Development
- Solid Waste Management Discussion (90 min.)
- Renaissance Plan (90 min.)

*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 & City Council
FROM: Matt Fulton, City Manager
DATE: June 13, 2016
SUBJECT: Recycling Coordinator Program JPA



City of West St. Paul

BACKGROUND INFORMATION: Successful communities recognize the critical need to explore innovative ways to improve our economic viability and service delivery efficiency. This is a discussion that we continue to have and pursue with our neighboring communities.

In August 2016, Susanna Wilson our Community Development Coordinator/ Recycling Coordinator, resigned and required recycling responsibilities were assumed by City Clerk Chantal Doriott. Recycling responsibilities have typically consumed around 15% of a full time position. Because of the time constraints on other City Clerk responsibilities, as well as the redundant nature of recycling activities done by each community, staff began to explore the possibility of a regional and more coordinated approach to accomplish recycling responsibilities. South St. Paul, Mendota Heights and Inver Grove Heights have all participated and are supportive of this idea. There is a similar successful model between Burnsville and Apple Valley. The concept is based on the same philosophy as the successful Volunteer Coordinator position. The four cities have met monthly to outline a program, review a job description and a possible JPA agreement. The JPA has been reviewed by the City Attorney.

Dakota County is strongly in favor of a regional approach and will be present at the City Council's work session.

Similar to the Volunteer Coordinator, the shared Recycling Coordinator would be a West St. Paul employee and equally allocate time to all four cities with West St. Paul being the "home base". We are anticipating the Recycling Coordinator would work 32 hours per week; one full day per week in each city.

Some of this year's duties and events in West St Paul included:

- Annual Shred Event on Earth Day – April 23
- Arbor Day Event – April
- Curbside Appliance Pick-up Event – May 2
- Municipal Open House – May 18
- Art on Avenue – July 23
- 4th Annual Clean-up Day – September
- Appliance and Electronics Recycling Event – October
- Pumpkin Recycle – November 5
- Holiday Lights and Electric Cord Recycle – December

Since Susanna's resignation the recycling program has decreased simply due to lack of time. Some duties and events that are not being addressed include:

- Annual recycling poster contest
- Participation in Kaposia Days events

- Participation in various Parks and Rec programs
- Participation with various police dept. programs especially with Laura Vaughan on community outreach endeavors such as National Night to Unite
- Recycle learning events at the elementary schools
- Working with public facilities on recycle issues

A coordinated regional approach would not only allow for improved recycling programming, it would free up time in each community for those employees who are doing recycling as a secondary part of their jobs.

Finally, all Dakota County cities will be working on organic recycling initiatives next year. This is a priority issue for 2017 and we will need to provide education to the community. All of these important projects and tasks require an experienced individual to run the program and time in which to plan and implement the duties and events.

FISCAL IMPACT:

Recycling activities are funded through a \$25,000 County SCORE grant. These proceeds go toward funding salary and program costs. Under a regional approach, the communities would work together to utilize the collective score grants to fund the joint recycling position and programming.

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION: Staff recommends Council discussion and direction regarding the development and participation in a regional recycling program, starting in 2017.

**AGREEMENT TO PROVIDE
RECYCLING COORDINATOR SERVICES**

THIS AGREEMENT is made this ____ day of _____, 2016, by and among the Cities of **WEST ST. PAUL, SOUTH ST. PAUL, INVER GROVE HEIGHTS** and **MENDOTA HEIGHTS** (hereinafter individually referred to as a “City” and collectively referred to as the “Cities”).

1. **AUTHORITY.** This Agreement is entered into pursuant to Minnesota Statute § 471.59.

2. **PURPOSE.** The purpose of this Agreement is to provide recycling coordination services for the Cities.

3. **RECYCLING COORDINATOR SERVICE.** A Recycling Coordinator will be hired as an employee of the City of West St. Paul, and shall perform the basic services of the recycling program (the “Program”) for itself and for the Cities of Inver Grove Heights, South St. Paul and Mendota Heights. The basic Program services include but are not limited to:

- Distribute recycling/disposal information to each household.
- Actively participate and contribute to monthly Local Solid Waste Staff Meetings with Dakota County.
- Support and promote Dakota County’s integrated solid waste management program.
- Make presentations (schools, community groups, local organizations).
- Work with Multi-family buildings to enhance recycling efforts.
- Work with City staff to reduce waste and increase environmentally preferable purchases.
- Ensure that recycling programs are established for City facilities.
- Apply for the annual grants from Dakota County commonly known as the Community Landfill Abatement Grants on behalf of each City.
- Produce the annual reports to Dakota County as required pursuant to the Community Landfill Abatement Grants.
- Comply with all requirements of the Dakota County Community Landfill Abatement Grants to maintain funding.

- Answer phone/e-mail inquiries regarding recycling/disposal.
- Assist Cities in promotion and administration of recycling events.

If any of the Cities of Inver Grove Heights, South St. Paul or Mendota Heights desire additional services outside of the scope of the basic services of the Program, that City may enter into a separate agreement with the City of West St. Paul concerning those services.

4. FINANCE.

A. The Cities of Inver Grove Heights, South St. Paul and Mendota Heights shall pay the City of West St. Paul to reimburse for the costs of wages, benefits and other costs necessary to employ the Recycling Coordinator and operate the Program. The Cities shall initially share the cost of this position equally in accordance with Attachment A. By _____ of each year, the Cities shall meet to review the results of the Program and shall establish a budget for the following year. The City of West St. Paul shall invoice each other City quarterly. Each City shall pay the invoice within thirty (30) days. The City of West St. Paul is authorized to pay claims submitted by the Recycling Coordinator.

B. The City of West St. Paul shall act as fiscal agent and shall maintain a separate fund for the purpose of operating the Program.

C. Any grants received (other than the Community Landfill Abatement Grants) will be apportioned equally among the Cities and shall reduce each City's contribution to the costs of the Program.

5. CONTRIBUTIONS OF FACILITIES BY CITIES.

A. Each City shall determine which of its assets will be available to the Program, but at a minimum each City will provide a workspace with appropriate office supplies and equipment to allow the Recycling Coordinator to fulfill the requirements of the Program. It

is expected that the Recycling Coordinator will spent at least one day a week officing in each City, with the final schedule to be determined at a later date.

B. Each City shall maintain public liability insurance coverage on the assets made available for the Program.

C. Assets made available to the Program will be promptly returned to the City that provided them upon that City's withdrawal from the Agreement.

D. The Recycling Coordinator in charge of the Program will be supervised by the designated contact in West St. Paul, in coordination with the primary contacts in the individual Cities. Required safety, legal and related reporting shall be through the designated contact in the City of West St. Paul.

6. **PERSONNEL.** The City of West St. Paul shall establish standards and qualifications for its personnel. The Recycling Coordinator shall be deemed an employee of the City of West St. Paul, not of the other individual Cities. The Recycling Coordinator shall be subject to the personnel and other policies of the City of West St. Paul.

7. **INSURANCE AND INDEMNIFICATION.**

A. General Liability Insurance. Each individual City agrees to maintain in force comprehensive general liability insurance equal to or greater than the maximum liability for tort claims under Minn. Stat. § 466.04, as amended. If any City is notified that its insurance is cancelled, it will immediately notify the other Cities in writing. If any City is unable to obtain or keep in force at least the minimum coverage required by this paragraph, any City may withdraw from this Agreement after giving the other member Cities at least thirty (30) days written notice of its intent to withdraw.

B. Workers' Compensation Insurance. Each City shall be responsible for injuries to or death of its own employees. Each City shall maintain workers' compensation coverage or self-insurance coverage, covering its own employees while they are providing services pursuant to this Agreement. Each City waives the right to sue any other City 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 City or its officers, employees or agents.

C. Indemnification. Each City shall be liable for its own acts to the extent provided by law. The Cities agree to indemnify and hold harmless each other and each other's respective employees, trustees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or from any negligence or wrongful acts or omissions by the indemnifying party or its employees, trustees, directors, officers, subcontractors, agents or other members of its workforce in connection with the indemnifying party's performance under this Agreement.

Accordingly, on demand, the indemnifying party agrees to reimburse the indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party that results from the indemnifying party's breach of any provision of this Agreement or from any negligence or wrongful acts or omissions by the indemnifying party or its

employees, trustees, directors, officers, subcontractors, agents or other members of its workforce in connection with the indemnifying party's performance under this Agreement.

Under no circumstances, however, shall a City be required to pay on behalf of itself and other parties to this Agreement any amounts in excess of the limits of liability established in Minn. Stat. § 466.04. The limits of liability for some or all of the Cities shall not be added together to determine the maximum amount of liability for any one City.

8. DURATION.

A. Any City may withdraw from this Agreement on _____ of any year. Written notice of termination must be given to the other Cities at least ninety (90) days prior thereto.

B. In the event of written notification to withdraw, the remaining Cities shall meet to consider modifying the Agreement to continue without the withdrawing City or to terminate. In the event of termination, all surplus funds shall be distributed to the Cities in proportion to the amount contributed over the lifetime of the Agreement, in relation to all contributions made by the Cities. Property obtained under this Agreement shall be distributed to the Cities in the same manner. If the remaining Cities continue this Agreement, the withdrawing City shall be given a portion of the surplus funds and property in proportion to the amount contributed by the City over the lifetime of the Agreement, in relation to all contributions made by the Cities.

9. PRIOR AGREEMENTS SUPERSEDED. This Agreement supersedes and repeals all prior agreements among the Cities related to the Recycling Coordinator.

10. NO PRESUMPTION AGAINST DRAFTING CITY. The Cities acknowledge that: (a) this Agreement and its reduction to final written form are the result of extensive good-

faith negotiations among the Cities through themselves and/or their respective legal counsel; (b) said Cities and/or their legal counsel have carefully reviewed and examined this Agreement prior to execution; and (c) any statute, common law, or rule of construction which provides that ambiguities are to be resolved against the drafting City(ies) shall not be employed in the interpretation of this Agreement.

11. GOVERNING LAW AND VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provision. The Cities agree that any action arising out of this Agreement or with respect to the enforcement of this Agreement shall be venued in the Dakota County District Court, State of Minnesota.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

13. EXECUTION OF ADDITIONAL DOCUMENTS. The Cities are to execute and deliver to the other party, as requested, any additional documents and/or instruments that may reasonably be determined as necessary to consummate this transaction.

Dated: _____

CITY OF WEST ST. PAUL

By: _____
David Meisinger
Its Mayor

By: _____
Chantal Doriott
Its Clerk

Dated: _____

CITY OF SOUTH ST. PAUL

By: _____
Beth Baumann
Its Mayor

By: _____
Christy Wilcox
Its Clerk

Dated: _____

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

By: _____
Michelle Tesser
Its Clerk

Dated: _____

CITY OF MENDOTA HEIGHTS

By: _____
Sandra Krebsbach
Its Mayor

By: _____
Lorri Smith
Its Clerk

JOINT FEES/EXPENSES if 32 hours per week

ATTACHMENT A

Annual-2016

A. Volunteer Coordinator Salary (.8 FTE) \$19.84/hour (1-1-15)	\$33,672
Assumes 2% pay increase 1-1-16 and 3% on 5-5-16	
B. Benefits (PERA/FICA, medical, LTD and Life \$25,000) Cost will vary if employee selects S. coverage or S. + 1 for medical	\$14,447 – 18,155
C. Membership – MN Area Volunteer Assoc.	\$100
D. Conference registration	\$150
E. Mileage Reimbursement	\$400
F. Computer/laptop - using older ones at each city	\$0
G. Smart Phone Monthly Fee \$50/mo.	\$600
H. Volgistics Software	\$400
I. Miscellaneous	\$300
Total Projected costs:	\$50,069 - \$53,777
Divided between 4 cities	\$12,517 - \$13,444

INDIVIDUAL CITY EXPENSES

- A. Optional Volunteer Insurance Coverage – LMCIT (If desired) \$ 1,450
- B. Volunteer uniforms – T-shirts/polos with City Volunteer logo
- C. Recognition for Volunteers
- D. Background checks – through Police Dept.
- E. Printing or advertising of City specific materials
- F. When the staff person travels to an individual City, that City would provide mailing, copying and some office supplies onsite.

INDIVIDUAL CITY RESPONSIBILITIES

- A. Designate “City Contact” person
- B. Designate on-site supervisor for each volunteer position
- C. Posting job information on individual City website
- D. Promote City volunteer opportunities within the community
- E. Provide room availability for volunteer interviews



Dakota County Environmental Resources

14955 Galaxie Avenue • Apple Valley MN 55124

Phone 952.891.7557 • Fax 952.891.7588 • www.dakotacounty.us

MEMORANDUM

DATE: June 13, 2016
TO: West St. Paul Mayor & City Council
FROM: Renee Burman, Dakota County Sr. Environmental Specialist
SUBJECT: County Commercial Recycling Pilot Results

SUMMARY: Effective 2016, most owners of commercial buildings with businesses within North American Industry Classification (NAICS) Codes 42-81 located in the seven-county Metropolitan area are required to recycle a minimum of three materials (MN Stat. §115A.151), such as paper, metal, glass, plastic and organics (food waste, soiled paper).

A Dakota County Board Priority is to assist the business community in meeting the new state recycling mandate by developing a business recycling and organics program. To determine what types of resources businesses need, the County initiated a six-month recycling and organics collection pilot project in 2015 using funds from a \$50,000 grant from the Minnesota Pollution Control Agency. The Robert Street corridor in West St. Paul was identified as a prime location for high-volume generators, and project planning and implementation was coordinated with West St. Paul staff. Eight food waste generators (e.g., grocery store, restaurants) along participated.

West St. Paul Business Recycling Pilot Results: At the June 13 City Council Work Session, County staff will present pilot project results, including information that demonstrates that once barriers are overcome, significant increases in recycling occurs. Pilot data indicate that collectively, the recycling rate increased from 22% (traditional recyclables such as paper, glass, plastic, metal) to 81% (39% recyclables; 42% organics), an increase of 162 tons (46 tons of additional recyclables; 116 tons of organics). Barriers overcome included program start-up costs (e.g., for containers, compostable bags and service ware, labels, organics hauling service), dumpster enclosure space issues and general lack of knowledge about what can be recycled.

Next Steps. County staff will provide an update on post-Pilot resources for all businesses located in the County to help improve recycling. Also, a brief update on the County's 2016 - 2017 Solid Waste Master Plan revision will be provided. A significant stakeholder engagement effort, including with cities, will be undertaken to identify how local government regulatory, educational and financial tools can be enhanced to increase recycling and organics collection within Dakota County.

TO: Mayor and City Council
FROM: Matt Fulton, City Manager
DATE: June 13, 2016
SUBJECT: Discussion regarding I/I amendments



BACKGROUND INFORMATION : The Council will be considering final changes to the City's I/I program at its meeting tonight. The intent for having this item as part of the Council's worksession is simply to allow an opportunity for the Council to discuss any issues of concern. All relevant material is included as part of the Council's regular agenda packet.

DISCUSSION : The Met Council is comfortable with the proposed changes being made to the I/I program and had approved a Memorandum of Agreement regarding the proposed approach.

Councilmember Halverson identified an issue that merits some Council discussion. At the Council's April 11 meeting, discussion was held about modifying the I/I program to a point of sale approach and discontinuing any enforcement of time schedules or requirements to complete compliance activities until such time as the Council approved new ordinance requirements. One of the steps identified in the staff memorandum was that a letter would be sent out to residents currently involved in undertaking compliance related activities to let them know about the pending changes to the program. This letter was not sent out by staff. Because of this, Councilmember Halverson has asked whether or not any special accommodations should be made for these residents. 46 properties have come into compliance since April 11.

FISCAL IMPACT Dependent on Council direction.

		Amount
Fund:		
Department:		
Account:		

STAFF RE QUEST FOR CONSIDERATION

Council discussion as needed.



TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Ross Beckwith, Park & Rec/PW Dir.
FROM: Dave Schletty, Asst. Parks & Rec. Dir.
DATE: June 13, 2016
SUBJECT: Art Park Discussion Update

City of West St. Paul

BACKGROUND INFORMATION:

A concept and budget for the Art Park at Oakdale Ave and Butler Ave was discussed at the last OCWS. At that time staff informed the City Council that the approved 2016 budget of \$20,000 was not significant to complete all the desired elements in the park. The Council directed staff to remove a number of “wish list” items from the budget and reevaluate the remaining items. The summary of this new itemized budget is listed below. With a few compromises and modifications staff now believes they can complete the project within the \$20,000 budget. Some of these changes include using LED photo boxes and run them with solar power, eliminating fiber optics in sidewalk and using a glowing crushed aggregate finish instead, reducing the number of initial plantings and adding more landscaping in future years, and possibly removing the retaining wall around the patio area and replacing it with a sloped hill planted with native grasses and pollinator friendly plants. This budget includes the retaining wall and a cost of about \$4000, and staff recommends removing it, for the alternate listed above, if other project items come in over budget.

FISCAL IMPACT:

The itemized budget is listed below:

- Lot Survey (completed) \$954.00
 - Site Prep (excavation, disposal, topsoil, prep, retaining wall) \$6746.00
 - Concrete Walk/Patio (possibly with glowing aggregate) \$8000.00
 - Landscaping (trees, flowers, native pollinator plantings) \$800.00
 - Solar Powered LED Light/Photo Boxes \$3500.00
- Total \$20,000.00**

		Amount
Fund:	413	
Department:	45000	
Account:	40530	\$20,000.00

STAFF RECOMMENDATION:

Staff recommends that the City Council discuss the concepts for the Art Park and approve them along with the budget.