



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

REGULAR CITY COUNCIL MEETING

June 27, 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. Recognition Of State High School Champions, The Henry Sibley Baseball Team!

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. Meeting Minutes

Documents: [5-23-16 OCWS MINS.PDF](#), [5-23-16 CC MINS REVISED.PDF](#), [06-13-16 OCWS MINS.PDF](#)

B. List Of Claims

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

C. May 2016 General Fund Budget Report

Documents: [COUNCIL REPORT - MAY 2016 GENERAL FUND BUDGET REPORT.PDF](#), [MAY 2016 GENERAL FUND BUDGET REPORT.PDF](#)

D. Declare Property As Surplus

Documents: [06-07-2016 COUNCIL REPORT - DECLARE PROPERTY AS SURPLUS](#)

Documents: 06-27-2016 COUNCIL REPORT - DECLARE PROPERTY AS SURPLUS AND RESOLUTION.PDF, LIST OF SURPLUS ITEMS.PDF

E. Council Report - City Licensing

Documents: COUNCIL REPORT - CITY LICENSING.PDF

F. Rental Licensing

Documents: RENTAL LICENSING - CONSENT AGENDA.PDF

G. 2016 Election Judge Appointment

Documents: COUNCIL REPORT - ELECTION JUDGE APPOINTMENTS.PDF, RESOLUTION 16-XX ELECTION JUDGE APPOINTMENTS.PDF

H. Request By Target To Complete Parking Lot Improvements Overnight

Documents: COUNCIL REPORT - TARGET PARKING LOT REQUEST.PDF, ATTACHMENT - TARGET PARKING LOT REQUEST.PDF

I. Minnesota Court Data Services Agreement

Documents: MINNESOTA COURT DATA AGREEMENT.PDF, COUNCIL REPORT - MINNESOTA COURT DATA SERVICES AGREEMENT.PDF

J. Appoint MnDOT To Act As City's Agent In Accepting Federal Aid For CP 14-6

Documents: COUNCIL REPORT - APPOINT MNDOT TO ACCEPT FEDERAL AID FOR CP 14-6.PDF, RESOLUTION FOR AGENCY AGREEMENT NO. 1025873.PDF

K. Approve Plans And Specifications And Authorize Advertising For Bid On CP 14-6

Documents: COUNCIL REPORT - APPROVE PLANS FOR SRTS CP 14-6.PDF

11. PUBLIC HEARING

A. Application For A Conditional Use Permit To Allow A Two-Family Home In An R4 District At 217 W. Bernard – Donovan Tegg

Documents: COUNCIL REPORT - CUP 217 BERNARD.PDF, RESOLUTION - CUP 217 BERNARD.PDF, PC REPORT - CUP 217 BERNARD.PDF, PLANS - CUP 217 BERNARD.PDF

B. Application For A Conditional Use Permit To Allow For The Expansion Of An Essential Service Structure (Building Expansion) At 1365 Bidwell St. – St. Paul Regional Water Services (CONT. FROM 5/23/16)

Documents: COUNCIL REPORT - CUP SPRW.PDF

12. NEW BUSINESS

A. Approve City Requests To The Dakota County Capital Improvement Program

Documents: COUNCIL REPORT - APPROVE CITY REQUESTS TO DAKOTA COUNTY CIP.PDF

B. Temporary Rental License - 1086 Humboldt Ave

Documents: PROVISIONAL LICENSE APPLICATION MEMO 6.27.2016.PDF

C. Rental License For 966/976 Robert St. - EIG Properties

Documents: 966.976 ROBERT ST S - COMBINED DOCUMENTS.PDF

D. Options For Addressing Properties Coming Into I/I Compliance Between April 11 - May 26

Documents: COUNCIL REPORT- I/I RESOLUTION FOR 40 -PROPERTIES.DOCX

13. OLD BUSINESS

A. Permit Parking

Documents: [COUNCIL REPORT - PERMIT PARKING, CONTINUED.PDF](#), [PERMIT PARKING ORDINANCE AMENDMENT - REV. 5-25-16.PDF](#)

14. ADJOURN

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

**City of West St. Paul
Open Council Work Session
May 23, 2016**

1. Roll Call

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

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

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

2. Review and Approve the OCWS Agenda

Clpn. Bellows asked to add the following two topics if there is time: Park signage and Written Communication. Also the closed session will be removed as the consultant is not present.

3. Review the Regular Meeting Agenda

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

- 9.A. Proclamation
- 12.H. to 12.E
- 12.A. to 9.B.

4. Agenda Item(s)

4.A. Closed Session to Consider Two Robert Street Property Easement Acquisitions

The meeting was not closed. This item was moved to June 13, 2016.

4.B. Comprehensive Plan Update Process

Assistant Community Development Director and Planner Ben Boike explained that staff is in the process of developing an RFP to solicit proposals from consulting firms to assist with the development of the required 2018 Comprehensive Plan Update. Met Council mandates that all cities in the metro area complete a Comp Plan update every 10 years. In doing so, the City is required to amend the current plan to adhere to the policies set forth by Met Council. The estimated cost to complete the update is \$80,000 which includes the coordination of meetings with the Planning Commission, City Council and the public. The process should take two years to complete.

Comments:

- Public involved includes open houses and something we can do ourselves instead of having a consultant. The Planning Commission is a good body to use for these types of information gathering means.
- Neighborhood meetings, website, social media, etc. are good means to gather public input.
- Have we joint ventured with another city to do this and could it be a consideration? Director Boike said this has not been done in the past but it could be explored. Manager Fulton explained there is a lot of collaboration done by Met Council as our plan has to be integrated with the surrounding communities. We are responsible for putting together our plan and the Met Council is responsible for the rest. Manager Fulton asked Council to think about what extent you want to include the public and other Commissions on this endeavor.
- Council in favor of Director Boike obtaining RFPs for the Comprehensive Plan work.

4.C. Discussion of Emerald Ash Borer Mitigation Plan

Assistant Parks and Recreation Director Dave Schletty gave an overview. As discussed previously the Emerald Ash Borer (EAB) beetle was discovered in West St Paul earlier this spring. The MN Department of Agriculture, assisted by City staff, has conducted two visual surveys of trees in the City. During the first they found three infested trees on boulevards in the north end of town. During the second investigation they did not find any more infestations, although they are sure there are more out there. Staff immediately had the three infested trees removed and properly disposed of. Staff is in the process of implementing the next steps of the EAB action plan. This will include injection treatments of healthy trees, more targeted takedowns and reforestation. Staff will be enlisting the services of a tree company to perform tree injections this year, but will explore the option of having City staff trained to do this in future years.

Staff will also be working with volunteers to complete an inventory of all the park trees this summer. Resident and former Environmental Committee member, Karen Zumach, has volunteered her time to coordinate and train other volunteers with this effort. This will save a lot of staff time.

Staff has also recently met with resident Michael Orange. Mr. Orange has developed a computer model which helps predict the cost of EAB infestation, and also puts a dollar value on the affected ash trees. Mr. Orange has volunteered his time to run the West St. Paul tree population through his model. Using only the current boulevard tree numbers, if we follow the EAB Action Plan and treat to save as many quality trees as possible, Mr. Orange's model predicts a cost of \$30,000 in 2016 and rises to \$42,000 in 2020. Mr. Orange also discussed many useful approaches to controlling the EAB infestation, which fit perfectly with our planned approach.

Comments:

- This is about a 10 to 15 year project. We may be able to stop and treat every three to five years eventually.
- What are our neighbors doing? Director Schletty said St. Paul is cutting down the ash trees. Could we go into St. Paul a block or two to protect our trees? Possibly

- Mr. Orange said the City of St. Paul will eventually replace all of their ash trees. They have discovered 4 times as many infestations this year as last year. They will treat at the peak and then plant new trees later.
- When a tree is treated and a beetle eats a treated leaf – it dies. You can spread out your tree treatment. He thinks it would be worthwhile to get with St. Paul foresters and coordinate our wise course.
- Staff will contact St. Paul to see if we can coordinate treatment.
- What is going on in South St. Paul? They have no place now.
- There is no sense in treating park tree areas. Let nature take over at this point. Same goes with Kaposia Park.
- Mr. Orange said it will be wise to work with the abutting municipalities and coordinate treatments. Unfortunately, legislature is not working with this issue. Staff and Council are glad to be working with Mr. Orange and expressed their appreciation.

4.D. Review Art Park Development Plan & Budget

Assistant Park and Recreation Director Dave Schletty gave an overview. In 2012 US Bank donated the vacant house and lot at Oakdale and Butler to the City with the stipulation that it could not be sold and developed. The lot was turned over to the Parks department to maintain as park land. The Parks & Recreation Advisory Committee has developed a plan to create an “Art Park” in this space to display public art in West St Paul. The Council approved a \$20,000 budget for this project in 2016. The concept for the park would include a sidewalk and patio within the lot. Along this sidewalk would be 5 backlit poster boxes in which publically submitted photos would be displayed. The park would also include a landscaped garden with possible park signage and water feature, as well as other added trees and plants. Another idea is to have the sidewalk lit with either embedded fiber optics or another material yet to be determined. The summary of the itemized budget is listed below. Since the total project is around \$50k and only \$20k has been budgeted for 2016, the priority items for 2016 have been noted below and should be within the 2016 budget amount. Additional funds will have to be identified and budgeted by Council to complete the remaining items in 2017 or sooner.

The itemized budget is listed below:

- Lot Survey \$954.00 * Completed
- Electric Service \$5000.00 * 2017
- Site Prep \$9312.00 * 2016
- Concrete Walk/Patio \$7200.00 * 2016
- Fiber Optic Sidewalk \$2000.00-\$5000.00 * 2016
- Landscaping \$1000.00 * 2016
- Light/Photo Boxes \$4000.00 * 2017
- Park Sign \$3000.00 * 2017
- Future Water Feature \$8000.00 * 2017
- Water Service \$8575.00 * 2017

Total cost is \$49,041.00 to \$52,041.00.

Comments:

- This piece of land can't be used for anything other than a park. It seemed to be a good place to highlight art because it's not large enough for a park. Clpn. Halverson hopes that this idea expands to other parks and is the start for something bigger and better.
- Clpn. Halverson said the water item can be "off the table".
- Discussion regarding tree removal and the sidewalk.
- Clpn. Armon thinks it will impact the community and art should be seen from your car, at this intersection. He thought we were around \$25,000 and now it's \$50,000. Mayor Meisinger said we are budgeting \$20,000 for this year. Director Schletty said some of the cost increases were due to a new review of what needs to be done at this park. There is also contingency built into the bid estimate and this estimate is generous. Clpns. Armon and Bellows thought \$50,000 was high but are in favor of \$20,000. This is more feasible. Clpn. Halverson was shocked about the \$50,000 and said that was not the initial intent as we don't need a water feature or bright lights. This is a starting point for something to expand on in the future. It's a grassroots endeavor. Clpn. Napier is in favor and suggested driving by Dodge Nature Center to see their nighttime lighting.
- Clpn. Iago said she spoke with the high school and others about the pictures and art work. We did not go out to ask for donations and later budgeted. Clpn. Iago said he thought the school was to be a bigger part of this. The student group will participate with their art. What we want to do and what we can afford to do are two different things.
- Mayor Meisinger said he would like to see what the new lighting might be. Director Beckwith said this is a small project and the costs will be high. Staff will do as much as possible to keep costs lower. Mayor asked for numbers to be reviewed and this can be reviewed in a couple of weeks.
- Clpn. Vitelli asked if there would be a case or what? Clpn. Halverson said we imagined that there would be photos on a post up high enough with lighting. Update the electrical numbers for this year. Clpn. Armon asked to see if there was a small job we can piggy back on with the school district.

4. E. Park Signs (ADDITION)

Clpn. Bellows understands staff is getting talking about design of the park signs. Director Schletty said \$3,000 to \$10,000 for each sign and that was every park. Check with the Finance Director as this is not budgeted in the CIP for this year. He is concerned about the sign and would not be in favor of spending a significant amount of money. Nothing has come to the Council to this point. Manager Fulton said we have been looking at this at a staff level. Clpn. Bellows said this was brought up at a Parks and Rec meeting. Director Schletty said we started this on a staff level last year and we are looking to get a final design and budget for the future. Clpn. Napier has not heard about this issue. He asked about the Dome sign that was put off for many years. There is no sign that promotes activities and this should be revisited. Clpn. Napier said there is still money in the budget for this sign; Director Carlson doesn't think so. Clpn. Halverson said the proposed sign was very expensive; Clpn. Armon thought \$75,000. Director Carlson will check to see if there is money budgeted and this will be discussed at a future meeting. Maybe a new sign design can be considered. Clpn. Bellows wished there was more in the Park and Rec meeting minutes about this issue. Manager Fulton will give an update in his Friday update.

4. F. Written Communication (ADDITION)

Clpn. Bellows wants to make sure there is no appearance of impropriety in regards to communication and the upcoming election. He asked the City Manager to make communication in writing and/or by email so it can be tracked. This is a way to avoid any confusion. Manager Fulton said he understands his responsibilities. Clpn. Bellows said it's easier to say things that you can track. Manager Fulton said he understands Clpn. Bellows point of view. Clpn. Bellows is more concerned about Instagram and Facebook and Twitter. Manager Fulton said to everyone - he understands his role and he appreciates the comments. Anyone wishing to receive city news should sign up for notifications on the city website.

5. Adjourn

The work session adjourned at 5:50 p.m.

David Meisinger
Mayor
City of West St. Paul

**City of West St. Paul
City Council Meeting Minutes
May 23, 2016 at 6:30 p.m.**

1. Call to Order

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

2. Roll Call

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

Others: City Manager Matt Fulton, Attorney Korine Land, Finance Director Joan Carlson, Community Development Director Jim Hartshorn, Assistant Community Development Director and City Planner Ben Boike, 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. Halverson and seconded by Clpn. Armon to adopt the agenda with the following change:

- Add item 9.A. under proclamations
- Move item 10.H. to 12.E. Interfund Loan
- Move item 12.A. to 9.B. Bond

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:

- Comprehensive plan update process;
- Emerald ash borer;
- Art park plan and budget; and
- Park signage.

6. Robert Street Review

Director Beckwith gave an update:

- Work on north end prepping today; weather permits concrete will be poured.
- Pedestrian detour on north end due to work on both sides of Robert Street.
- South end process focuses on concrete and curb and gutter; lights will go in next.

- Marie Ave. closure will not happen tomorrow due to pending weather. This has been pushed back to Tuesday, May 31 and will be closed to Friday. Signage was updated today.
- Continuing southbound Eureka Construction is making good progress.
- As requested the soil boring report has been distributed to staff and Council. To date we are \$2 million over budget. Added bad news is that the legislature is not addressing the transportation bill.
- LS Black had an individual injured on the job (he was hit by a motorist). The employee has been moved to critical care and his memory is slowly returning and he is progressing. We are hoping for a full recovery but it will take some time. Please drive slowly around the construction site.
- Weekly meetings are held with Eureka. They missed the meeting on the date of the employee accident but they are usually there in attendance.
- LS Black will do their own concrete work by the same crew as last year.

7. Citizen Comments

No one wished to speak.

8. Council Comments

Clpn. Halverson asked to talk about the bike-ped plan. She continues to feel this should be at the top of our list of priorities. Please pay attention while you are driving and while you are walking and riding as there were 2 young bikers hit recently by motor vehicles. Also, Harmon Park is a great asset to our community; the splash pad is up and running; she is concerned about the condition of the rest rooms; unleashed dogs are not permitted in this park. Finally, sexual assault continues to be an issue and it often affects juveniles. Clpn. Halverson met with police and they spoke about the need for more communication efforts. For anyone interested in this topic, please reach out to Clpn. Halverson.

Clpn. Armon said it was a disappointing conclusion to the legislative session. The governing has become secondary and that's too bad. The bonding bill was not voted down so please call Governor Dayton at 651-201-3400 and ask him to call a special session for the Transportation Bonding Bill. You can also call Representative Hansen at 651-296-6828 and Senator Metzen at 651-296-4370.

Mayor Meisinger offered thanks to all who participated in the WSP Days events this last weekend. Thanks to the volunteers, local businesses and local organizations that were supporting our events and having a great time. Thank you to staff because they are appreciated. It's great to celebrate West St. Paul.

Clpn. Iago commented on a letter going to residents from the Benjamin Franklin Plumbing Company and he does not recommend anything this organization says as the letter seems full of lies. Also, the construction employee who was hit by a motor vehicle, Joshua, is doing much better.

Clpn. Napier said it is really nice to see the community come together during WSP Days. Rock the Barn had a record number of attendees. He saw the mayor and his son playing bingo. It is fun to see everyone having fun and coming out to celebrate. Request about Marie Ave. issues and the punch list of incomplete items is active and hopefully we will get all of these small details taken care of soon.

Clpn. Vitelli gave congratulations to the 11-year old Stars who came in second place this weekend. They played very well and should be proud. Also, thanks to the Legislature for kicking the can down the road again. There are issues that needed to be taken care of that weren't. It's unfortunate.

9. Proclamations, Presentations and Recognitions

A. Proclamation Celebrating Senator Metzen (ADDED)

Mayor Meisinger read a Proclamation honoring Senator James P. Metzen who is retiring after this term. The proclamation is attached to these minutes. The Council and staff gave a resounding round of applause for the work of Senator Metzen and wish him well in future endeavors.

B. Approve Sale of 2016 GO Revenue Bonds (From 12.A.)

Finance Director Joan Carlson introduced Mr. Jason Aarsvold our Ehlers Inc. Municipal Advisor. On April 11, 2016, the Council authorized the solicitation of bids for the sale of \$5,110,000 General Obligation Utility Revenue Bonds, Series 2016A. These bonds will be issued to finance utility improvements including the rebuild of lift stations 5 and 6 and storm and sanitary sewer improvements included with the Robert Street project and the 2016/2017 street project.

Motion was made by Clpn. Bellows and seconded by Clpn. Halverson to adopt Resolution No. 16-47 Providing for the Issuance and Sale of \$5,110,000 General Obligation Utility Revenue Bonds, Series 2016A and Pledging for the Security Thereof Net Revenues. All members present voted aye. Motion carried.

10. Consent Agenda

- A. City Council Meeting Minutes: OCWS April 25 and May 9 and Regular meeting of May 9, 2016
- B. List of Claims ending May 23, 2016
- C. 2015 Year End Transfers
- D. April 2016 Investment Report
- E. April 2016 General Fund Budget Report
- F. City Licensing
- G. Rental Licensing
- H. Interfund Loan – move to 12.E.

I. Resolution No. 16-48 Interim Use Permit to allow for outdoor display/sale of fireworks at 1640 Robert St. (Walmart) – TNT Fireworks

Motion was made by Clpn. Halverson and seconded by Clpn. Iago to adopt the consent agenda items as listed above and presented. All members present voted aye. Motion carried.

11. Public Hearing

A. Applications for a Site Plan, Plat, and Conditional Use Permits for the redevelopment of 1685, 1701 and 1725 Robert St. – Venture Pass Partners, LLC

Community Development Director Jim Hartshorn gave an overview. Venture Pass Partners, LLC is requesting multiple approvals for the redevelopment of 1685, 1701 and 1725 Robert St.:

- 1) Site Plan Review for the redevelopment of the property
- 2) Conditional Use Permit approval to allow a Drive-through Lane and Medical Use
- 3) Preliminary/Final Plat approval

The applicant is proposing to clear the subject properties and construct two new buildings: 1) a 2,854 sq. ft. drive-through restaurant (Cane's Chicken) to be located at the south end of the property and 2) a three tenant medical/retail building on the north end of the property consisting of a 12,000 sq. ft. plasma center (far north space) and 4,350 sq. ft. of restaurant/retail space.

Staff has since come up with another option although we have not been able to review and discuss this at length. At a previous meeting the EDA reviewed three concept plans and approved one of these plans. The Planning Commission has reviewed and approved the plan presented to Council in their meeting materials. Director Hartshorn added more comment however, staff is asking for continuance of the item for further research.

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon but further comments and discussion ensued.

Comments:

- The option to build another roadway would be best for the city and developer. Mayor said he was caught off guard since the Planning Commission and EDA approved the plan. What has changed? Director Hartshorn said extending the road would offer safety. Staff needs more time to consider this proposal.
- What came up after the planning Commission meeting? Director Hartshorn said there is a drive-through and set back issue. The newer option should be reviewed to pursue and explore the costs. Has the developer been notified? No.
- Clpn. Napier said he remembers this being discussed at a work session and he thinks having Lothenbach continue to Livingston is a good idea.
- Clpn. Bellows said the development of this property has been considered for quite a while. The developer had three options, three concept plans. Council, staff and Planning Commissioners have reviewed the plan and worked with the developer. In the city manager's briefing there was a reference for a need to revisit this road. What could possibly have come up in this period of time? It is inexcusable and irresponsible for staff

to make these changes. This developer worked with staff and frankly it makes us look as if we can't make a decision. He does not understand what could possibly have happened to make these changes after reviewing this project for a year. Remember there are tenants involved. What is the significant item that has come out? He is not in favor of continuing this item.

- Clpn. Vitelli said he sent an email to the Mayor and Clpns. Iago and Halverson regarding the concept plan from Carland. He hadn't seen these concepts and believes it's a lousy design. You can't get from the south to the north. He does not support staff all the time and he agrees there should be a hard corner at this site. This is a poor design which is why he votes to continue the issue.
- Clpn. Halverson said during the meeting Clpns. Vitelli and Armon were not there. Let's remember that she made a point and she is not in favor of a plasma center on Robert St. She is not a fan of putting more fast food options on Robert St. She was in favor of the third option.
- Mayor Meisinger said he is not going to approve a road extension. We have a development here for 50 to 65 new jobs. Currently property is worth \$2.3 million going up to \$8 million. That's a large tax base.
- Clpn. Bellows said he heard Clpn. Vitelli's concern but why did staff do this? What happened to warrant this developer losing a project? Additional comments were made.
- Clpn. Iago would like to hear from the developer.
- Clpn. Halverson said if it's a safety issue we should review this. She mentioned again, she is not in favor of a plasma center on Robert Street.
- Clpn. Vitelli said he didn't say he didn't like Cain's Chicken and didn't say he doesn't like Grifols.
- John Riley owns property on South Robert St. and two other parcels being considered for this project and is working with Venture Pass. They have worked hard with the developer to come up with a good plan for this site. This will benefit Robert Street and West St. Paul. When we chose to work with a developer it was because of their impeccable reputation. If you are going to continue this item, please do this if there is money in the budget. Right now he notices the vacant Rainbow building and other vacant properties. If you get the street through do it for us, the business owners.
- Developer Dave Carland asked what happens if we continue this? First of all there is a boom of real estate agents that we have worked with on this for many months. They have done everything and gotten feedback all along. He came to this meeting he didn't know he would be having this conversation. Early in the planning stages the Lothenbach extension was not in the plan for a variety of well thought out intentions and plans. To show up for a meeting – this is a poor way to do business and is inconsistent with what he expects. He said on May 2 he got an email from Ben (Director Boike) asking him if he had thought about extending Lothenbach? He reviewed the concept and at this time it's not going to work well. This was the agreement before the Planning Commission and their plan approval.
- Clpn. Vitelli and developer Carland made comments. Clpn. Vitelli said Mr. Carland was one of the worst developers he had seen.
- In response to Mr. Vitelli's comment that Mr. Carland had not contacted him about this project, Mr. Carland responded that he was told by City Manager Fulton, not to have contact with councilmembers.

- Attorney Land said there are a couple of ways to retain that property if the road were to be extended.
- Grifols is key from a timing standpoint. Staying in their existing space is not an option. From a timing standpoint this business is a key player. A representative is in the audience.
- Manager Fulton said he presented the idea in the Friday briefing to give an idea on what Lothenbach improvements could be. Lothenbach improves the layout of Cain's Chicken. Director Carland said you are misrepresenting what was said. Manager Fulton said the continuance is to have an opportunity to consider the road. Mr. Carland said that would have been a great discussion at the January or February meetings.
- Mayor Meisinger said the Robert St. plan did not address this and that would have been the time. He disagrees there is a critical need to extend this street. Eliminating access could be a safety issue.
- Manager Fulton said the right in and right out here is an opportunity to control the intersection. Think if it's worthwhile to work with Mr. Carland and have a conversation.
- Clpn. Halverson said having a responsibility to the community and not so much as to the developer. We try to bring the best to West St. Paul.
- Clpn. Vitelli reiterated what transpired – he spoke with Ben Boike and he didn't think the Director would make a continuance. He is not in favor of the plan. Why didn't the developer contact Clpn. Vitelli? Mr. Carland said the City Manager, Matt Fulton, told him not to.

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to retract the motion to continue this item. All members present voted aye. Motion carried.

Continued comments:

- Clpn. Iago is in favor of approving the plan and having Grifols start as soon as possible but reserve the rest of the issues for traffic path discussion.
- Mr. Carland asked for approval and said he would not apply for 45 days which would give some time to study this idea of Lothenbach.
- Clpn. Halverson said let it be clear that she is not attacking Mr. Carland but she is saying that she needs to give a voice about things she hears; this is not an attack on your (Carland) skills. Mr. Carland explained Grifols wants to be located in a medical center on a bus line. This plan is a good fit for them and they reached out to him. Clpn. Halverson is not in favor of Grifols being located on Robert Street.
- Clpn. Bellows said it goes without saying that every one of us has been elected by citizens of West St. Paul. He is still concerned about the process and Carland's conversations with Mr. Boike. He is concerned with who called the May 19th meeting not Clpn. Vitelli and his email. Clpn. Bellows added additional comment.
- Clpn. Napier commented that he does not think Lothenbach is viable option given our financial state. Given the three concept plans you presented – this is the best of what was proposed.
- Clpn. Vitelli asked Mr. Carland – is there is no possibility that Cain's Chicken can go to the north and Griffols be located to the south? Mr. Carland said he worked closely with staff and there is a challenge to basically start from scratch. We are at the point we need to move forward. What is the intended use of the property in the back? Overflow

employee parking. The parking lot on the top, the Guild is using that, and at some point in time we might subdivide or replat. For now we are just leaving it as is.

The public hearing opened at 7:50 p.m.

- Dave Langer, commercial real estate broker, representing the 1701 Robert Street property. He's been working with the property owner for 4 years. It took a lot of convincing to sell at a particular price. There is a closing to happen in a few weeks and if this is extended the property owner will not be happy.
- Jim Edberg, representative for Ideal Credit, has been the listing agent for this property for the last three years. He attended a number of development meetings and you (this Council and staff) are earning the reputation of someone who is dysfunctional to work with. He hears a little mocking about the legislature but the brokers working with you are getting a feel for that. He hopes there is not a two week continuance.
- Brian Sherrick, president of Ideal Credit Union gave a little background on the Credit Union that has been a West St. Paul business for 25 years. They approached the city to see what opportunities could be had and were assured there was no interest by the city for this property. They looked to the city and ended up going back to Inver Grove Heights which brings them here today. With a sale pending today he is very perplexed. They came here several times and this thing could potentially get pushed back. This has the appearance that you guys are trying to take our property. He is concerned. He would like to move this deal forward.
- Sue Wilson, representative for Grifols, said they need to leave their current facility and would like to stay in West St. Paul.

The public hearing closed at 8:01 p.m.

Clpn. Halverson said she does not agree with the last minute approach for the road. She wants to be clear that she is not in favor of a plasma center in the middle of Robert Street. She is not here to hang up the whole deal.

Clpn. Vitelli said for the record again, he is not against Grifols and not against Cain's Chicken, he is against the layout.

Clpn. Armon seconded this to not stop anything. He has concerns about traffic flows but his questions were answered and he is in favor of the project.

Clpn. Napier said in all fairness to the process, we looked at the three plans and we supported this one, so for that reason he will support approval of what is presented.

Motion was made by Clpn. Bellows and seconded by Clpn. Iago to approve all recommendations: Resolution No. 16-49 approving the site plan, Resolution No. 16-50 approving the final plat and Resolution No. 16-51 CUP for outdoor seating in a B3 District and Resolution NO. 16-52 CUP to allow a medical office (plasma center) in a B3 District (conditional use permits for the redevelopment of 1685, 1701 and 1725 Robert Street for Venture

Pass Partners, LLC). Clpn. Bellows, Iago, Napier, Armon, Halverson voted aye. Clpn. Vitelli voted nay. Motion carried.

The Mayor called a five (5) minute recess.

The mayor reconvened the meeting at 8:10 p.m.

Motion was made by Clpn. Bellows and seconded by Clpn. Armon to amend item D

D. Final Reading and Public hearing on proposed amendments to City Code Chapter 50 Section 50.08 Regarding Discharge of Prohibited Clear Water Drainage; Sump Pumps

City Manager Matt Fulton gave an overview and explained the first reading regarding the proposed ordinance amendments was held on April 25, 2016. The City Council has had numerous opportunities to discuss the Inflow/Infiltration (I/I) program in detail and is very interested in ensuring that this issue is resolved in a manner consistent with Met Council expectations and also minimally invasive and cost sensitive for West St Paul residents and businesses. If approved, the City Code amendments and changes to the I/I program would take effect on July 1, 2016.

Met Council staff has recognized the challenges that WSP is currently experiencing in attempting to correct all I/I issues over a relatively short timeframe of several years. The Met Council Environmental Services division has worked with City staff to develop a Memorandum of Understanding (MOU) that provides the City the opportunity to remove I/I from the community's (public and private) sanitary service lines over a longer period without the potential of additional surcharges being assessed against the City for excess I/I. The MOU will be considered by the Metropolitan Council, with the staff's strong recommendation, at its meeting on May 24, 2016. A summary of the proposed changes to this program are 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 an 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 sewer-main 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 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 throughout 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.

As part of the Met Council MOU, annual work plans and progress reports will be expected. Staff will ensure that performance measurement indicators will be included so that progress is objectively measured.

Comments:

- Clpn. Iago said there are a couple of items to consider: the effective date is too soon and we need to expand education to the public and servicers and plumbers.
- Clpn. Bellows asked how long we could delay this being effective – 90 days or out to January 1. If there is a problem in the street then it's the homeowner responsibility – no said Manager Fulton we would let those problems remain until there was street construction.
- Clpn. Halverson would like to wait until January 1 at the latest or October 1 at the earliest. Manager Fulton said he understands the idea of waiting but we need to get this change to the Met Council.

- Clpn. Armon wants to get Met Council approval
- Mayor Meisinger said January 1 would be good for beginning compliance. Will it be fair to the person you are selling to now? Discussion regarding the wait to begin implementation. Mayor believes the housing market is crazy and sales are closing in 30 days which isn't enough time for fix-its. Clpn. Halverson said it's fair to give them a little more time. Clpn. Vitelli said this will impact buyers and sellers but delaying could be problematic.
- Clpn. Napier there is no way they would have to put this on a disclosure statement so technically I can sell my house the future owner will have to deal with it. Maybe we can put this on a disclosure statement. The inspection has to be done. Attorney Land said it's complicated and we can craft language but enforcement could be tricky. Manager Matt Fulton said he thinks there is responsibility for disclosure of the ordinance that is approved by the Council. Clpn. Napier is not in favor of waiting to January 1.
- Clpn. Bellows said it should be a sufficient time to get the work out to the real estate community, that this needs to be complied with, and they can assist in negotiations. For those that sell on their own we can include information in our newsletter, website and other forms we use for communication.
- Clpn. Halverson is in favor of outreach and communication efforts.
- Manager Matt Fulton said as of today there are 47 homes listed on MLS. Having a little more time and getting that training and education, and meeting with the Met Council has been helpful.

Public hearing opened at 8:32 p.m.

- Clare Bastien, a realtor who works in West St. Paul, said her main concern is education and allowing realtors advance notice. Thirty to 45 days to a closing is typical now. We are currently required to disclose facts and she found out about this by accident. There is a lot that needs to be done by educating the public and the realtors because they could be at risk. Do the right thing and give a little extension.
- The Council priority is to educate realtors and the public over the next 60 days.
- George Beckers, 1750 Humboldt, his property was inspected and an area under the City property was bad. Can he leave this alone now? If it's in the street you don't have to do anything. Work with City Engineer Darin Rezac so he can review your report. Fix it when you sell your home. Manager Fulton gave Mr. Beckers his business card.
- Ron asked about a condo unit on Robert Street that was scoped and found to have a sewer to fix for \$20,000 - who pays? Possibly your association or maybe the homeowner. Also, commercial properties need to be fixed in 24 months.
- Manager Fulton said one thing that Council could consider is to defer the time line on point of sale and think about non-homestead and other properties.
- Carol Shanek, 1325 Manomin, had an inspection done by SEH and is now hearing that we should not rely on SEH and have city do another review/inspection. Manager Fulton said you already got a lot of work done. You are welcome to use SEH and the process. There is no reason to wait because the issue won't go away. How do we put this on our property taxes? Contact City Hall Finance Department and they will assist you with a special assessment. Mayor added that SEH did good work we just want to bring the program in-house.

Public hearing closed at 8:43 p.m.

Additional comments by Council:

- Clpn. Vitelli is confused with Mr. Beckers and street opening questions and wants to make sure the public is aware of the correct process. Clpn. Napier said education is the key for a successful program – education for the public and the realtors.
- Mayor Meisinger would like education to include a drawing. Yes, we have a drawing/diagram and a small newsletter, a website presentation, and other models. We will also try to hit all the realtors that are possible.
- Clpn. Iago said this is conceivable that the main is 15 feet into the street. What is magical about 2 feet from the main? We wanted to make sure the liner didn't get close to the main.
- Clpn. Bellows said it is elemental that Mr. Beckers is responsible for failure of clay tile in the street. Discussion regarding responsibility ensued with Manager Fulton adding comment.
- Mr. Beckers understands he is responsible for the line. He was reminded he can fix this now or in the future when he is ready to sell the property.
- Mayor Meisinger asked attorney Land – is there a responsibility by assuming the process of this? Attorney Land said anytime the staff takes on this type of responsibility, yes there is some liability.
- Clpn. Iago asked Director Beckwith - did you know that when we started the process in 2008 there was not a two-foot margin at that time. During that time the property owner was doing the whole fix-it from the main.
- Manager Fulton said staff would make sure the Met Council knows of changes. We will clarify extension of implementation to January 1, 2017; excavation is clear 2 feet from the main (property owner is responsible for main from home to the 2 feet prior); and add the warranty of 10 years for resinspection.

Motion was made by Clpn. Iago and seconded by Clpn. to Napier continue with the changes mentioned above and receive comment from the Met Council and present to Council for final approval. All members present voted aye. Motion carried.

B. Application for a Conditional Use Permit to allow for the expansion of an Essential Service Structure (building expansion) at 1365 Bidwell St. – St. Paul Regional Water Services

Assistant Community Development Director and City Planner Ben Boike gave an overview. Mr. Boike explained the applicant is proposing to expand the existing pump station building in order to add an emergency generator. Section 153.051 of the Zoning Ordinance requires a Conditional Use Permit (CUP) for all “Essential Service Structures” in the R1 District. As the attached narrative states, over the past several years, power outages at the station have become more frequent and have the potential to interrupt water service to the community. The proposed generator would allow for water service to continue during future outages. Please see the attached narrative for more information regarding the need for the generator as well as the attached Planning Commission memo for more information regarding the request.

In addition to the CUP request, the applicant also requested a setback variance to allow the building expansion.

Public hearing opened at 8:56 p.m.

Public hearing closed at 8:56 p.m.

Motion was made by Clpn. Bellows and seconded by Clpn. Iago to continue consideration of the conditional use permit for St. Paul Regional Water Services per staff recommendation. All members present voted aye. Motion carried.

C. Final Reading - City Ordinance Amendment, Section 92.02 regarding garbage and rubbish and temporary outdoor storage containers – City of West St. Paul

Ben 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.

There was discussion at the first reading relating to the enforcement of how long trash containers can be left at the end of driveways. Generally speaking, most residents put their trash out the day of service and take them back in at the end of the day. However, Staff does receive complaints about residents leaving them out for extended periods of time. The proposed language will simply allow staff to enforce the timeline (out day of and back in by the day after) when complaints are received.

Public hearing opened at 8:58 p.m.

No one wished to speak.

Public hearing closed at 8:58 p.m.

Motion was made by Clpn. Bellows and seconded by Clpn. Napier to adopt Ordinance No. 16-05 Amending Section 92.02 Regarding Garbage and Rubbish and Temporary Storage Containers. All members present voted aye. Motion carried.

12. New Business

A. Moved to 9.B.

B. Approve Joint Powers Agreement with Dakota County for Safe Routes to School Project #14-6

Public Works Director Ross Beckwith gave an overview. In early 2014 the City submitted a Safe Routes To School (SRTS) federal grant application for the installation of a trail along the north side of Wentworth Ave., from Charlton Street to Bellows Street, and a sidewalk along the west side of Bellows Street from Wentworth Avenue to Thompson Avenue. The City was notified in summer 2014 that we were successful in obtaining a SRTS grant of \$125,000 toward the project. Since the trail is along Wentworth Avenue, a Dakota County roadway, the County is also a partner on the project.

At the February 8, 2016 City Council meeting, increased construction and right-of-way costs totaling \$145,000 were presented. This put the overall estimated project cost at \$435,000 and additional city expense at \$45,140. Council direction was to continue to move forward with this project. Staff then met with MnDOT to discuss the increase in construction costs (as right-of-way expenses are not covered) and was successful in obtaining an additional \$41,700 of potential federal participation. The additional federal funds are only available for construction and construction administration costs and will follow the 80/20 cost split (80% federal/20% local). Therefore, depending on actual costs of construction and construction administration, all of the additional federal money may not be used.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to approve the Joint Powers Agreement with Dakota County for the Wentworth / Bellows Safe Routes to School Project #14-6 as presented. Clpns. Vitelli, Halverson, Bellows, Armon and Napier voted aye. Clpn. Iago was not present at vote time. The motion carried.

C. First Reading - Zoning Ordinance Amendment, Section 153.029 regarding Interim Use Permits – City of West St. Paul

Community Development Director Jim Hartshorn gave an overview. In 2011, the City Council approved language requiring an Interim Use Permit for temporary outdoor zoning uses in commercial districts, including sale of plants, food stands, sale of fireworks, display of general merchandise, etc. The current language requires all applicants to apply for an annual permit should they decide to continue the operation in consecutive years. The permit currently requires Planning Commission and Council approval each year.

In an attempt to streamline the process for returning applicants, staff is recommending amending the zoning ordinance to allow for an administrative review process should the request be similar

to a previously approved request by Council. The following requirements to bypass the formal approval process include:

1. The application is a renewal of an Interim Use Permit which was previously approved by the City Council pursuant to 153.029 (C);
2. There have been no issues or violations with the existing Interim Use Permit;
3. There are no substantial changes to the Interim Use Permit as determined by the Zoning Administrator;
4. The Community Development Department has conducted an administrative review; and
5. The property owner on which the Interim Use Permit is located is current on all City fees.

Motion was made by Clpn. Halverson and seconded by Clpn. Armon to approve the first reading amending the Interim Use Permit application process as presented. All members present voted aye. Motion carried.

D. First Reading - Permit Parking Ordinance

Police Chief Manila Shaver gave an overview. Chief Manila explained there are certain areas in the city where the residents of a neighborhood may benefit from a permit parking zone, due to the limited availability of parking on residential streets. To that end, Staff has prepared an ordinance that allows the Council to establish a permit parking zone.

Elements of the ordinance include:

- A petition must be filed with the city clerk.
- The petition must:
 - ❖ Identify the proposed permit parking zone
 - ❖ Articulate the necessity for the zone
 - ❖ Provide the names, addresses and signatures of 70% of the property owners or occupants of properties within the proposed parking zone. (the signer's address must list to a property included the permit parking zone; only one signer/household)
- The City will send notice to property owners within 350 feet of the proposed permit parking zone informing them of the Council hearing to consider the zone
- The Council will consider the application at a hearing and may approve, deny or modify the permit parking zone
- Permanent parking permits will be issued to owners/occupants who reside at properties within the zone. They must identify the vehicles to which the permits will be affixed and those identified vehicles must register to the same address within the zone, with the exception of work vehicles, which will be allowed with proof of residency and proof of employment. Permits will be valid for as long as the person resides at the property.
- Temporary parking permits will be issued to owners/occupants who reside at properties within the zone, for use by their guests. They must identify the vehicles to which the permits will be affixed and the dates for which they will be needed. The dates will be listed on the permit.
- Fees for permanent and temporary permits may be established in the fee schedule.
- This is a first reading. If approved, it will be published for a public hearing and final reading. If adopted, Council will need to discuss the appropriate permit fees.

Comments:

- Attorney Land offered additional comment and detailed information on the proposed parking permit. At this time we are not asking for a fee amendment but cost recovery fees. Mayor Meisinger asked about staff being able to do this task. It's about \$1,500 to do this work said Chief Shaver (on a city block). The signs do have a significant cost; additional comments were made. CSOs would help with enforcement.
- Clpn. Halverson said this would come before the Council for consideration and we could review the plan. There is a cost and we need to discuss how this would be assessed.
- Clpn. Bellows asked if there would be more than one parking zone. The stickers could be numbered and if there are only a couple of zones we should be ok.
- Clpn. Armon said to review a parking permit the address has to be tied to the registration. If there is part time student it won't be clear. Attorney Land said a student would be a resident and it would be tied to that property. Would that be tied to an apartment complex? Yes, as one signer.
- Clpn. Iago asked what the ruling was with respect to someone parking close to a person's driveway. Chief Shaver looked that up and as long as you are not blocking the driveway you are legal. A foot within that driveway is legal.

Public comments and additional staff and council comments:

- Michelle, 998 Livingston Avenue, is caller of some of these complaints. The situation at her home is not fair and yet there is nothing she can do. She sent a letter to people (regarding the parking complaints) around her (property) and two said nothing, one agreed the parking permit is ideal, one person is not in favor and two are in favor of something. If one neighbor is not in favor how can she take care of this issue? What else can be done?
- Director Hartshorn said he spoke with Developer Sherman and he is allowing a strip of parking for at least 10 vehicles on the western side of his new lot. This is nice but small help from the developer. Director Hartshorn will get more information.
- Clpn. Napier asked if we could do a temporary parking permit only for in front of her (998 Livingston) and her neighbor's house. In order for the Chief and his department to take legal action we need to change something.
- Staff offered comment – we could have one sign on the north side stating “permit parking only from here to the corner” so we don't litter the street with signs.
- Clpn. Iago gathered more information asking about her neighbors and the need to street park, etc. Michelle added more information. This is not really a parking issue it goes along with noise, litter, nuisance, people yelling at her dog, extra traffic, etc. the parking is not the whole issue. Hopefully there would be increased sense of security and less traffic.
- Chief Shaver said that 40% of the traffic there is from the apartment complex.
- Fee schedule – pass this now and the City Manager will figure out what to do with the fees. The parking fees from a ticket that violates this would be around \$50.00 or something else.
- Clpn. Iago what doors have we opened on the other side of the street? Land said every petition you review on its own merits and necessity.
- Council received continued clarification of the proposed ordinance.

Motion was made by Clpn. Napier and seconded by Clpn. Vitelli to approve the first reading of an ordinance amending section 72.05 of the Code regarding general parking restrictions as presented. All members present voted aye. Motion carried.

12. E. Interfund Loan

At fiscal year-end all city funds should have a positive cash balance. As of 12/31/2015 the Street Improvement Revolving Fund, which is used to account for the Robert Street Reconstruction Project, will have a negative balance of \$5,671,792. Staff is therefore proposing an interfund loan from the General Fund to cover this cash shortfall. This will be a short term interfund loan which will be repaid in 2016 with federal grant money and either additional state funds or bond proceeds.

Motion was made by Clpn. Bellows and seconded by Clpn. Iago to approve the interfund loan as presented and recommended above. All members present voted aye. Motion carried.

13. Old Business

There was no old business to discuss.

14. Adjourn

Motion was made by Clpn. Armon and seconded by Clpn. Halverson to adjourn the meeting at 9:34 p.m. All members present voted aye. Motion carried.

David Meisinger
Mayor
City of West St. Paul

**City of West St, Paul
Open Council Work Session Minutes
June 13, 2016**

1. Roll Call

Mayor Meisinger called the work session to order at 5:20 p.m.

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

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

2. Review And Approve The OCWS Agenda

Council approved the agenda as written.

3. Review The Regular Meeting Consent Agenda

Mayor Meisinger removed item 10.A. Meeting Minutes of 5/23/16.
Clpn. Bellows requested addition of item 13.B. Town Center II Update.

4. Agenda Item(s)

4. A. Closed Session To Discuss Robert Street Property Easement Acquisitions

ON MOTION by Bellows, seconded by Vitelli, to close the meeting pursuant to Minnesota Statute 13D.05, subd. 3(b) for attorney-client privilege. All Ayes: 7/0. The meeting was closed at 5:24 p.m.

ON MOTION by Napier, seconded by Vitelli, to reopen the meeting. All Ayes: 7/0. The meeting was reopened at 5:43 p.m.

4. B. Recycling Program / Discussion Of Recycling Coordinator JPA

City Manager Fulton reviewed the memo to the Council noting Mendota Heights was no longer interested and introduced Jenny Kedward from Dakota County Environmental Resources.

Ms. Kedward provided an overview of the community funding program where the County offers funds to cities to assist Environmental Resources with reaching their goals for waste reduction and increased recycling. She stated the partnership cities could enter into a joint powers agreement which would allow the shared Recycling Coordinator the opportunity to do more if working with other communities. Ms. Kedward reviewed procedures and approval requirements and 2017 recycling goals in which the position could participate and help implement and educate.

Clpn. Armon asked about fiscal impact. City Manager Fulton advised the City would receive a \$25,000 grant to be proportioned toward salary and programs. Clpn. Halverson asked about other costs if West

St. Paul took the lead. City Manager Fulton responded that overhead wouldn't be an issue since the position would share volunteer work space and the Finance Director's time is already accounted for with her regular duties.

Clpn. Bellows suggested that if approved to move forward, a clause should be added to the joint powers agreement for participation of initial costs but to also revisit costs to ensure all participating cities are sharing on a proportionate basis. The Council agreed with the suggestion.

The Council agreed to proceed and directed staff to continue in the development of and participation in a regional recycling program to start in 2017.

4. C. Recycling Program / Organics Pilot Program Review

Renee Burman, Sr. Environmental Specialist for Dakota County, reviewed her memo to the West St. Paul Mayor and Council regarding the County's Commercial Recycling Pilot Program Results. She noted a county business recycling program mandate and the pilot program targeted West St. Paul businesses due to density. Ms. Burman discussed barriers that were identified and results from the six month pilot program. She also presented next steps and planning for the future including an update to the County Solid Waste Master Plan.

The Mayor and Councilmembers inquired about trash haulers picking up organics, school programs, cost savings for businesses, expansion of trash enclosures, single-sort recycling, compostable trash bags, residential organics recycling, and how the City can help.

Ms. Burman stated they have added three trash haulers now picking up organics but not all haulers are doing so. School recycling programs are separate from the business pilot program. She stated that due to the tax on trash, businesses have seen some cost savings by recycling noting that organics was still on its learning curve so additional savings could be obtained. Ms. Burman advised that if the county grant program is approved, it could help businesses expand trash enclosures to include recycle, trash, and organics Ms. Burman responded that residential organics recycling should be picked up weekly much like trash but that compostable bags are recommended and it's best to involve more customers to see lower costs. She also suggested the City could start putting standards into City Code for sufficient trash enclosure space and asked cities to show some leniency with code issues for businesses to get through the learning curve of recycling.

Clpn. Napier noted the significant reduction in trash and suggested recognizing the businesses in the community that participated in the pilot program for their success with recycling. Mayor Meisinger requested staff invite Ms. Burman back for a presentation to the public.

4. D. Discussion Regarding I/I Amendments And Program

This item was moved to the regular agenda due to time constraints during the work session.

4. E. Art Park Discussion Update

Public Works and Park Director Beckwith reviewed the memo to the Council regarding an Art Park update. Clpn. Halverson was not in favor of glowing aggregate and preferred fiber optics. Director Beckwith advised that fiber did not make it in the budget due to cost. Clpn. Halverson confirmed with

staff the proposed budget included a contingency for the retaining wall. Council directed staff to proceed with a request for bids.

5. Adjourn

Finance Director Carlson provided 2015 financial statements to the Mayor and Council for review and requested all questions forwarded to her.

The Open Council Work Session was adjourned at 6:22 p.m.

Jennifer Dull

Jennifer Dull
Recording

Secretary

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: June 27, 2016
SUBJECT: List of Claims



City of West St. Paul

BACKGROUND INFORMATION:

Invoices to be paid

FISCAL IMPACT:

\$1,358,164.12

STAFF RECOMMENDATION:

Approve payment of attached

CITY OF WEST ST PAUL

Summary of List of Claims
Council Meeting of June 27, 2016

PAYROLL CHECK REGISTER:

Payroll Period	6/6/16 - 6/19/16	
Date Paid	6/24/2016	\$158,072.78
Direct Deposit		

Payroll Period		
Date Paid		
Direct Deposit		

TOTAL NET PAYROLL		\$158,072.78
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DISBURSEMENT CHECK REGISTER:

Checks	122109 - 122196	\$1,094,934.51
EFTS	874 - 890	\$263,229.61

TOTAL DISBURSEMENT CHECKS		\$1,358,164.12
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<u>TOTAL PAYROLL, DISBURSEMENTS, ACH AND WIRE TRANSFERS</u>		<u>\$1,516,236.90</u>
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Payment Register

From Payment Date: 6/6/2016 - To Payment Date: 6/27/2016

Number	Date	Payee Name	Transaction Amount
<u>Check</u>			
122109	06/13/2016	MCDONALD'S CORPORATION	\$176,300.00
122110	06/17/2016	LAW ENFORCEMENT LABOR	\$1,210.71
122111	06/17/2016	MN TEAMSTERS LOCAL #320	\$1,030.00
122112	06/17/2016	WOLD ARCHITECTS & ENGINEERS	\$4,912.83
122113	06/27/2016	ADVANCED ENGINEERING &	\$13,454.02
122114	06/27/2016	B T DESIGN	\$415.00
122115	06/27/2016	BARNES, GARY	\$959.25
122116	06/27/2016	BGMN, INC	\$35.00
122117	06/27/2016	BOUND TREE MEDICAL LLC	\$54.29
122118	06/27/2016	BOYER FORD TRUCKS INC	\$1,368.62
122119	06/27/2016	CAPITOL BEVERAGE SALES	\$119.00
122120	06/27/2016	CARDIAC SCIENCE	\$346.62
122121	06/27/2016	CDW GOVERNMENT, INC	\$901.18
122122	06/27/2016	CENTURYLINK	\$634.81
122123	06/27/2016	CILEK, AUDIE & STEPHANIE	\$688.50
122124	06/27/2016	CINTAS UNIFORMS	\$147.23
122125	06/27/2016	CORPORATE MARK INC	\$47.50
122126	06/27/2016	CROWN TROPHY	\$122.00
122127	06/27/2016	CUB FOODS	\$18.67
122128	06/27/2016	DEPUTY REGISTRAR #35	\$124.50
122129	06/27/2016	DIAMOND VOGEL PAINT	\$933.00
122130	06/27/2016	EHLERS & ASSOCIATES	\$2,415.00
122131	06/27/2016	FELHABER LARSON	\$5,879.00
122132	06/27/2016	FIRST-SHRED	\$111.80
122133	06/27/2016	GRAINGER INC	\$283.05
122134	06/27/2016	HENDRICKS, KEVIN & ABIGAIL	\$765.00
122135	06/27/2016	INTERNATIONAL CODE COUNCIL	\$403.50
122136	06/27/2016	INVER GROVE FORD	\$331.29
122137	06/27/2016	KLOCEK, YVONNE	\$971.25
122138	06/27/2016	KRAFT CONTRACTING &	\$3,313.35
122139	06/27/2016	KREMER SERVICES, LLC	\$692.12
122140	06/27/2016	KRISS PREMIUM PRODUCTS	\$686.75
122141	06/27/2016	L.T.G. POWER EQUIPMENT	\$370.82
122142	06/27/2016	LAWSON PRODUCTS INC	\$537.74
122143	06/27/2016	LEVANDER, GILLEN & MILLER	\$2,819.70
122144	06/27/2016	LOGIS	\$110.00
122145	06/27/2016	LOWE'S RETAIL STORE	\$244.15
122146	06/27/2016	LS BLACK CONSTRUCTORS	\$271,378.07
122147	06/27/2016	LYONS, RODNEY	\$734.50
122148	06/27/2016	M P C A	\$261.58
122149	06/27/2016	M T I DISTRIBUTING	\$49.63
122150	06/27/2016	MALERICH, DANETTE	\$70.00
122151	06/27/2016	MARCO, INC	\$783.52
122152	06/27/2016	MCQUILLAN BROS PLUMBING	\$19,258.00
122153	06/27/2016	MENARDS	\$807.06
122154	06/27/2016	METROPOLITAN COUNCIL	\$22,141.35
122155	06/27/2016	METROPOLITAN COUNCIL	\$138,214.18
122156	06/27/2016	MID-NORTHERN SERVICES	\$243.80
122157	06/27/2016	MIDWEST FENCE &	\$7.91
122158	06/27/2016	MIDWEST GROUNDCOVER	\$2,800.00
122159	06/27/2016	MINNEAPOLIS/CITY OF	\$80.10

Payment Register

From Payment Date: 6/6/2016 - To Payment Date: 6/27/2016

122160	06/27/2016	MINNESOTA SODDING COMPANY	\$396.17
122161	06/27/2016	MN EVENTS LLC	\$350.00
122162	06/27/2016	MN GLOVE	\$395.92
122163	06/27/2016	NYSTROM PUBLISHING CO INC	\$3,409.65
122164	06/27/2016	O DAY EQUIPMENT	\$181.80
122165	06/27/2016	O'REILLY AUTOMOTIVE, INC	\$107.72
122166	06/27/2016	ORKIN COMMERCIAL SERVICES	\$256.34
122167	06/27/2016	OVERLINE & SON, INC	\$16,425.00
122168	06/27/2016	REGENCY BUSINESS SOLUTIONS	\$206.85
122169	06/27/2016	RICOH USA INC	\$195.88
122170	06/27/2016	RUFFRIDGE JOHNSON EQUIP CO	\$96.65
122171	06/27/2016	SAVATREE	\$1,046.00
122172	06/27/2016	SELECTACCOUNT	\$151.92
122173	06/27/2016	SENTRY SYSTEMS INC	\$100.20
122174	06/27/2016	SFDMG, LLC	\$9,299.70
122175	06/27/2016	SHORT ELLIOTT HENDRICKSON, INC	\$9,525.00
122176	06/27/2016	SKADRON ANIMAL HOSPITAL P A	\$264.32
122177	06/27/2016	SKB ENVIRONMENTAL	\$245.08
122178	06/27/2016	SOUTH METRO FIRE DEPT	\$177,116.17
122179	06/27/2016	SOUTHVIEW GARDEN CENTER INC	\$50.40
122180	06/27/2016	SPRWS	\$4,228.62
122181	06/27/2016	SRF CONSULTING GROUP INC	\$143,575.82
122182	06/27/2016	SSP UMPIRES ASSN	\$1,710.00
122183	06/27/2016	ST PAUL/CITY OF	\$1,879.18
122184	06/27/2016	SUPER ELECTRIC	\$66.00
122185	06/27/2016	T - MOBILE	\$1,923.30
122186	06/27/2016	TESSMAN SEED	\$1,050.00
122187	06/27/2016	TKDA	\$179.40
122188	06/27/2016	TROJE'S TRASH PICK-UP SERVICE	\$1,466.26
122189	06/27/2016	TWIN CITY JANITOR SUPPLY	\$478.90
122190	06/27/2016	TWIST OFFICE PRODUCTS	\$207.12
122191	06/27/2016	VERSATILE VEHICLES, INC	\$1,250.00
122192	06/27/2016	W W GOETSCH ASSOCIATES	\$2,698.70
122193	06/27/2016	WSB & ASSOCIATES	\$2,742.50
122194	06/27/2016	XCEL ENERGY	\$16,619.91
122195	06/27/2016	ZAN ASSOCIATES	\$12,300.99
122196	06/27/2016	ZAYO ENTERPRISES NETWORKS	\$2,150.09

Type Check Totals:

\$1,094,934.51

EFT

874	06/14/2016	ANCHOR BANK OF W. ST PAUL	\$59,200.49
875	06/14/2016	I C M A	\$150.00
876	06/14/2016	I C M A RETIREMENT TRUST-457	\$7,311.82
877	06/14/2016	MII LIFE --- VEBA	\$3,151.15
878	06/14/2016	MN DEPARTMENT OF REVENUE	\$11,861.94
879	06/14/2016	MSRS - 457	\$1,915.00
880	06/14/2016	MSRS HCSP	\$2,462.86
881	06/14/2016	PUBLIC EMPLOYEES RETIRMNT	\$48,709.38
882	06/14/2016	MII LIFE --- VEBA	\$1,551.92
883	06/27/2016	SOUTH METRO FIRE DEPT	\$100,000.00
884	06/27/2016	HIGHER STANDARDS INC	\$1,147.88
885	06/27/2016	NEOPOST - ADVANCE	\$1,500.00
886	06/27/2016	SELECTACCOUNT	\$758.22
887	06/27/2016	SELECTACCOUNT	\$488.95
888	06/27/2016	US BANK CARDMEMBER SERVICES	\$5,000.00

Payment Register

From Payment Date: 6/6/2016 - To Payment Date: 6/27/2016

889	06/27/2016	MII LIFE --- VEBA	\$8,755.00
890	06/27/2016	MII LIFE --- VEBA	\$9,265.00
Type EFT Totals:			<u>\$263,229.61</u>

TOTAL CHECKS & EFTS \$1,358,164.12

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: June 27, 2016
SUBJECT: May 2016 General Fund Budget Report



City of West St. Paul

BACKGROUND INFORMATION:

Attached is the May 2016 General Fund Budget to Actual Report for Council review. The revenues are reported by major type and the expenditures are reported by department.

The budget target percentage for May is 42%. Actual revenues total 5% and expenditures total 37%. Total revenue will remain well below budget until July when the first half tax settlement is received.

All departments are near or below 42% with the following exceptions:

- Mayor/Council – 72% due to payments for 2016 audit services and Winter Fun Fest expenditures (these expenses were offset by donations).
- Civil Defense – 54% due to annual membership fee paid in February.
- Human Resources – 45% due to annual sick leave conversion payout.

FISCAL IMPACT: None

	Amount
Fund:	
Department:	
Account:	

STAFF RECOMMENDATION:

Approve the May 2016 General Fund Budget Report.

City of West St Paul
 General Fund Budget to Actual Report
 May 2016

<u>Account Description</u>	<u>Adopted Budget</u>	<u>Current Transactions</u>	<u>YTD Transactions</u>	<u>Remaining Budget</u>	<u>% of Budget Rec'd/Used</u>
Fund 101 - General Fund					
REVENUE					
Taxes	10,053,785	3,739	10,040	10,043,745	0%
Licenses and Permits	519,500	36,229	126,244	393,256	24%
Intergovernmental Revenues	484,500	5,956	118,611	365,889	24%
Charges for Services	639,205	53,672	266,298	372,907	42%
Fines & Forfeits	125,000	11,808	62,411	62,589	50%
Miscellaneous	231,908	4,092	36,902	195,006	16%
Other Financing Sources	688,000	-	-	688,000	0%
REVENUE TOTALS	<u>12,741,898</u>	<u>115,495</u>	<u>620,505</u>	<u>12,121,393</u>	5%
EXPENSE					
Mayor and Council	120,652	20,481	86,531	34,121	72%
Charter Commission	1,500	-	195	1,305	13%
City Manager / City Clerk	778,375	57,621	319,622	458,753	41%
Elections	28,575	53	118	28,458	0%
Finance	378,370	28,067	157,302	221,068	42%
Legal	360,000	37,289	159,688	200,312	44%
Planning & Comm Develop	317,275	22,048	91,194	226,081	29%
Recycling Dept	23,250	144	1,576	21,674	7%
Information Technology	437,225	34,101	185,433	251,792	42%
City Hall Building	205,610	13,281	72,240	133,370	35%
PW Facility	63,000	7,899	23,804	39,196	38%
Police	4,319,675	316,034	1,712,843	2,606,832	40%
Communications Center	638,065	2,884	210,807	427,258	33%
Fire	2,125,394	177,116	531,349	1,594,045	25%
Building Inspections	415,635	26,842	150,694	264,941	36%
Civil Defense	15,295	1,738	8,237	7,058	54%
Traffic Signs	23,900	602	5,238	18,662	22%
Animal Control	5,150	-	-	5,150	0%
Engineering	204,004	14,075	67,887	136,118	33%
Streets	1,201,698	83,818	497,257	704,441	41%
Street Lighting	132,025	13,044	52,856	79,169	40%
Human Resources	88,775	5,130	39,896	48,879	45%
Parks and Recreation	823,450	66,983	292,330	531,120	36%
Transfers Out	35,000	-	-	35,000	0%
EXPENSE TOTALS	<u>12,741,898</u>	<u>929,249</u>	<u>4,667,095</u>	<u>8,074,803</u>	37%
General Fund Totals					
REVENUE TOTALS	12,741,898	115,495	620,505	12,121,393	5%
EXPENSE TOTALS	12,741,898	929,249	4,667,095	8,074,803	37%
General Fund Net	-	(813,754)	(4,046,590)	4,046,590	

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: June 27, 2016
SUBJECT: Declare Property as Surplus and Authorize Sale at Auction



City of West St. Paul

BACKGROUND INFORMATION:

The police department comes into possession of property through criminal investigations and where property is found abandoned. Property is returned to the rightful owners after the criminal investigation is completed. However there are times when the owners cannot be identified, located, or refuse to claim their property.

In the attached spreadsheet there are numerous items of property that has come into possession by the police department through these means. Pursuant to city ordinance the department requests that the property be declared surplus and authorize its disposal at public auction.

FISCAL IMPACT:

Pursuant to Minnesota state statute and city ordinance all proceeds from the sale of this property will be deposited into the city's general fund.

STAFF RECOMMENDATION:

Declare the attached list of items as surplus by adopting the draft resolution and authorize their sale at auction and deposit the funds into the city's general fund.

On Motion of Clpn.

Seconded by Clpn.

RESOLUTION NO. 16 -

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

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

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

The material in the attached spreadsheet is declared surplus and authorized to be sold at public auction.

Adopted by the City Council this 27th day of June 2016.

Ayes: Nays:

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk

Description	Make	Serial Number
Boys bicycle	Unknown	Unknown
Bicycle	Bianchi	LYS6I06016
Bicycle	Huffy	B00A00319
Bicycle	Huffy	KF03101309
Bicycle	Mongoose	SNFSD12CC9760
Bicycle	Roadmaster	SNFSD15C6535
Bicycle	Schwin	M3CG54688
Bicycle	Raleigh	R911430249
Bicycle	Kabuk	A081171
Bicycle	Vertical	74270826
Bicycle	Mongoose	SNFSD12JA718
Bicycle	JcPenney	A8M6101
Bicycle	Huffy	S99D00064249
Bicycle	Mongoose	SNACB11B00838
Bicycle	Huffy	5685206212A
Bicycle	Magna	991D815911
Bicycle	Specialized	GZ041446
Bicycle	Raleigh	R80580155
Bicycle	Diamond Back	DOCA10A02359
Bicycle	Mongoose	SNFSD11AV3284
Bicycle	Roadmaster	SNFSD05FB4895
Bicycle	Free Spirit	510985
Bicycle	Next	02TD2321959
Bicycle	Jeep	G1111140290
Bicycle	Street Style	4513024733
Bicycle	Roadmaster	SNFSD05CJ1766
Bicycle	Diamond Back	13L20956
Bicycle	Diamond Back	18B0024790
Bicycle	Huffy	SNHEJ09E42735
Bicycle	Next	L001001435
Scooter	Razor	6139095
Scooter	Unknown	Unknown
Miscellaneous Tools		
Hammer Drill	Bosch	Unknown
Two Wheel Dolly		
Camera Lens		
Nike Tennis Shoes		
Smart Fit Tennis Shoes		
2 Back Packs		
2 Plastic Floor Runners		
Roller Blades		
Belt and Necklace		
3 Packs of Toilet Paper		
3 Boxes of Bounce Fabric Sheet		
2 Boxes of Garbage Bags		

Stereo Cable
Miscellaneous Clothes
KitchenAid Mixer
Magnavox TV
Area Rug
Portable Beat Box
2 Back Packs
Black Purse
Sony Playstation 3
Vest
Book
Acer Laptop
Jacket and Watch

Case Number

16000709

16000086

15001494

15002951

15003411

16000094

15003910

15003602

15002781

16001408

15003318

15002380

15001800

15002733

15002646

15002646

15001798

15002439

15003420

15002246

15002278

16000924

16000347

16000906

16000883

16000275

15004051

15004015

Unknown

Unknown

Unknown

15000250

14000252

15003824

09004362

13004271

13004271

10001837

12001695

12001695

12001695

13004271
13004271
13004271
11001604
13004271
13004271

15004104
15003307
15003307
16000575

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Police Department
DATE: June 27, 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 – No Background

2016 Business Licenses – Background Required

Application for Exempt Gambling Permit (Raffle) for South St Paul Educational Foundation, event to be held at Southview Country Club, 239 Mendota Rd E, on Wednesday, August 10, 2016.

Application for Personal & Business Massage License, Country Club Therapeutic Massage, Southview Country Club, 239 Mendota Rd E. The required background and premise inspection has been conducted. There are no building or public safety concerns.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Other License Fee	101	30000	32199	180.00
Background Fee	101	30000	34208	160.00
Total:				\$340.00

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: Community Development Department
DATE: June 27, 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:

903 Oakdale (Apartment – Renewal)
81 Orme Street East #3 (Condo – New)

FISCAL IMPACT:

Application Fees Received:		Amount:
Fund:	101	
Department:	30000	
Account:	32170	\$ 310

STAFF RECOMMENDATION:

Staff recommends City Council approve the license applications.

TO: Mayor & City Council
THROUGH: Matt Fulton, City Manager
FROM: Chantal Doriott, City Clerk
DATE: June 27, 2016
SUBJECT: Election Judge Appointment s



BACKGROUND INFORMATION :

Pursuant to M.S. Statute 204B.21, Subd. 2, Election judges for precincts in a municipality shall be appointed by the governing body of the municipality. The persons named in the attached proposed resolution will receive election judge training and certification. These election judges will serve for West St. Paul's Primary on August 9, 2016 and/or General Election on November 8, 2016.

FISCAL IMPACT:

Election judges are paid for training and working the polls per the previously approved 2016 Temporary/Seasonal Employee Hourly Wage Schedule.

STAFF RECOMMENDATION :

Approve and adopt the attached Resolution appointing election judges for the 2016 Primary and General Election.

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

**RESOLUTION NO. 16-__
RESOLUTION APPOINTING ELECTION JUDGES, HEAD JUDGES, AND ABSENTEE
BOARD JUDGES FOR THE AUGUST 9, 2016 PRIMARY and
NOVEMBER 8, 2016 GENERAL ELECTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST ST. PAUL,
MINNESOTA, as follows:**

The persons named below are hereby proposed to be appointed as Election Judges, Head Judges, and/or Absentee Ballot Board Judges for the 2016 Primary and General Election to be held in the City of West St. Paul, Dakota County, and State of Minnesota. The Election Judges are appointed to serve at any or all elections, in the capacity given by the City Clerk and conducted by the City.

Ales-Lynch	Georgia	Gevara	Christina	Milner	Myrtle C	Smeby	Mike
Armon	Pat	Graybeal	Lona Rae	Most	Deborah D	Stitzel	Patricia
Banks	Gary	Howlett	Debi	Mullen	Christine	Sween-LeVan	Anne
Beckers	George	Iago	Karen	Nordin	Wayne	Tesch	Laura
Bergstrom	Cheryl	Iago	Ed	Nyquist	Jim	Thuecks	Sharon
Brodie	Jane	Ingebrigtsen	Susan	Nyquist	Rhea	Van Orden	Vanessa
Brown	Barry	Janisch	Jeanne J	O'Keeffe	Cara	Wahlquist	Joyce
Burroughs	Denise	Jeske	Jill	O'Keeffe	Laure	Webber	Betty
Carlton	Judy	Kagan	Geraldine	Pagel	Gary	Witte	Elizabeth
Carr	Dave	Kagan	Alan	Palmer	Liz	Witte	Kenneth
Chapple	Marvin W	Klein	Bernard	Pearson	Elizabeth	Zahradka	Beth
Child	Floyd	Knoepfler	Joel	Peterson	Kristine		
Cutts	Howard	Kuchera	Mike	Reyes	Rosa		
Eckert	Rita	Maanum	Jeanne Snaza	Richardson	Lisa		
Eckstrom	Barb	Maanum	Julianne	Sandey	Sherry		
Etoll	Deborah	Madison	Sharon	Sargent	James		
Felton	Roger	Mathias	Debra	Savard	Hope		
Fischbach	Daniel	Meisner	Patricia	Savard	Joe		
Foley	Sandra	Melnick	Maryjane	Schwartz	Martha		
Fromm	Douglas G	Miller	Idonna	Sevenich	Rita		

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

Ayes:

Nays:

Attest:

David Meisinger, Mayor

Chantal M. Doriott, City Clerk



TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Jim Hartshorn, Comm. Dev. Dir.
FROM: Dennis Schilling, Building Official
DATE: June 27, 2016
SUBJECT: Contractor Request to Work Overnight at Target Parking lot

City of West St. Paul

BACKGROUND INFORMATION:

City Staff is requesting authorization from the City Council to allow Bituminous Roadways Inc. to start work at 3:00am to 10:00am each morning for the dates of 7/15 thru 8/4, depending on weather (schedule is attached). The work that is scheduled to occur is the installation of new parking lot and stripping. All equipment will be within the footprint of the lot and the noise generated on site will just be from the running equipment.

The reason for doing the work in the early morning is the safety concerns associated with installing the parking lot with general public around and the store being open. When the contractor is installing the lot it must be vacant. The project is also located in a commercial district so any noise that is generated should not impact any residential areas.

Currently the construction hours by Ordinance are 7am-9pm Monday thru Saturday.

FISCAL IMPACT:

There is no fiscal impact.

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Staff recommends that the City Council authorizes that the contractor be allowed to work outside of the normal set construction hours only on the specified days.

C: Darin Rezac, Civil Engineer

ID	Task Mode	Task Name	Duration	Start	Finish	Jul 10, '16	Jul 17, '16	Jul 24, '16	Jul 31, '16
						S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1	★	T2046 WEST ST PAUL							
2	★								
3	★	PHASE 1							
4	★	CONCRETE	3 days	Fri 7/15/16	Tue 7/19/16				
5	★	ASPHALT MILLING	1 day	Mon 7/18/16	Mon 7/18/16				
6	★	ASPHALT PATCHING	1 day	Tue 7/19/16	Tue 7/19/16				
7	★	ASPHALT OVERLAY	1 day	Wed 7/20/16	Wed 7/20/16				
8	★	STRIPE	1 day	Thu 7/21/16	Thu 7/21/16				
9	★	BOLLARDS	1 day	Fri 7/22/16	Fri 7/22/16				
10	★								
11	★								
12	★	PHASE 2							
13	★	ASPHALT MILLING	1 day	Mon 7/25/16	Mon 7/25/16				
14	★	ASPHALT PATCHING	1 day	Tue 7/26/16	Tue 7/26/16				
15	★	ASPHALT OVERLAY	1 day	Wed 7/27/16	Wed 7/27/16				
16	★	STRIPE	1 day	Thu 7/28/16	Thu 7/28/16				
17	★	BOLLARDS	1 day	Fri 7/29/16	Fri 7/29/16				
18	★								
19	★	PHASE 3							
20	★	ASPHALT MILLING	1 day	Mon 8/1/16	Mon 8/1/16				
21	★	ASPHALT PATCHING	1 day	Tue 8/2/16	Tue 8/2/16				
22	★	ASPHALT OVERLAY	1 day	Wed 8/3/16	Wed 8/3/16				
23	★	STRIPE	1 day	Thu 8/4/16	Thu 8/4/16				

Project: T2046 WEST ST PAUL
Date: Tue 6/14/16

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	24		Task Name	BOLLARDS	Task Mode		Start	Fri 8/5/16	Duration	1 day	Finish	Fri 8/5/16	Jul 10, '16	Jul 17, '16	Jul 24, '16	Jul 31, '16	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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Project: T2046 WEST ST PAUL
Date: Tue 6/14/16

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

**MASTER SUBSCRIBER AGREEMENT
FOR MINNESOTA COURT DATA SERVICES
FOR GOVERNMENTAL AGENCIES**

THIS AGREEMENT is entered into by and between

City OF WEST ST. PAUL ,
(Government Subscriber Name)
of 1616 HUMBOLDT AVE. ,
WEST ST. PAUL, MN 55118 ,
(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration ,

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155 ,

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental 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.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 “Agency Account Manager” means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber’s Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber’s Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber’s Individual Users and steps taken to remedy violations to the Court.

2.2 “Court Data Services” means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 “Bulk Data Delivery” means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court’s databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 “Court Integration Services” means pre-defined automated transmissions of i) Court Records from the Court’s computer systems to Government Subscriber’s computer systems; and/or ii) Government Subscriber Records from the Government Subscriber’s computer systems to the Court’s computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 “MNCIS Login Accounts” means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 **“Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 **“Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 **“Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
 - 2.5.1 **“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 and Court Documents, as defined herein.
 - 2.5.2 **“Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
 - 2.5.3 **“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.
 - 2.5.4 **“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.
 - 2.5.5 **“Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 **“DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 **“Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 **“Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 **“Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and 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.
- 2.10 **“Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 **“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 and/or the SCAO 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 Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12 **“SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 **“This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 **“Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 **“User Acknowledgement Form”** means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

- 4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.
- 4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

- 4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.
- 4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

- 4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 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 Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

- 5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.
- 5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).
6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:
- 6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.
- 6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.
7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**
- 7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.
- 7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**
- 7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).
- 7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO 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 SCAO and its licensors.

8.2 Court Data Services Databases. SCAO 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 SCAO and its licensors.

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

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government 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 SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO 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 SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government 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 SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government 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 SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 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, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government 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; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8.7 Reasonable Security Measures. The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.

9. INJUNCTIVE RELIEF; LIABILITY. Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO'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 Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.

10. COMPROMISE LIABILITY. Government 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 Government 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 Government 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.

11. AVAILABILITY. Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved 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. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.

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

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

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government 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 Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government 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 thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. SCAO 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 (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

15.1 WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'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.

15.2 ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.

16. RELATIONSHIP OF THE PARTIES. Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'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 Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government 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 either Party at any time to enforce any of the provisions of this Agreement 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 Agreement. 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 party 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 Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement 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 Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement 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 Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government 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 Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (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.

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

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

2. THE COURT

By _____
(SIGNATURE)

By _____
(SIGNATURE)

Date June 27, 2016

Date _____

Name (typed) DAVID MEISIGER

Title MAYOR

Title CIO/Director

Office CITY OF WEST ST. PAUL

Information Technology
Division of State Court
Administration

3. Form and execution approved
for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

User Acknowledgment Form

The Agency identified below that I work for has contracted with the Office of State Court Administration (the "Court") for the access and use of the Court's Records and Documents. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access.

I, _____, as an employee/student attorney/contractor of _____ ("the Agency"), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the Agency and the Court.
2. I understand that I am not to share my login and password information.
3. I shall access and use the Court Records and Court Documents provided for only "legitimate governmental business needs." I understand a "legitimate governmental business need" is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is 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.
4. I shall not access or use Court Records or Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.
5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.
6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.
7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.
8. I understand that should I violate paragraphs 3., 4., or 5., it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Agency, and other civil and criminal liability.

Date: _____ By: _____
Employee/Student Attorney/Contractor for Agency

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: June 27, 2016
SUBJECT: Minnesota Court Data Services Agreement



City of West St. Paul

BACKGROUND INFORMATION:

The increased transparency in what and how government agencies operates, along with the increased access to computerized information, has expanded the number of “agreements” between criminal justice agencies that share and exchange information. The attached Minnesota Court Data Services Agreement is one such agreement and is commonly called MGA (Minnesota Government Access). The MGA system is primarily comprised of court records.

The current court data system is call Odyssey and is used daily by our support staff. The data sought is mainly comprised of court records. Among other things, this data is used to base criminal charging, enhancements, background checks, establish court dates, and determine dispositions. MGA is replacing the Odyssey system on or about August 1st.

In order to continue to access court data the City must execute the attached agreement before August 1, 2016. The City Attorney has reviewed the agreement and finds no concerning language considering the lack of ability to make changes in a state agreement.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
			Total:	\$0

STAFF RECOMMENDATION:

Approve the agreement by passing the draft resolution and authorizing staff to execute the agreement.

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 State of Minnesota (i.e. the Office of State Court Administration) for the purpose of allowing the continued access to court data and records.

WHEREAS, the police department needs access to court records and dispositions in order to process daily police reports, conduct investigations, respond to information requests, and establish proper charging documents, etc.;

WHEREAS, the police department currently utilizes a software product entitled "Odyssey" for the purpose of accessing these court records;

WHEREAS, the Odyssey system will be replaced on or about August 1, 2016 by the State of Minnesota;

WHEREAS, the State of Minnesota requires criminal justice agencies wishing to continue to access court records after August 1st to execute a revised court data services 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 Court Data Services Agreement.

Adopted by the City Council of the City of West St. Paul on this 27th day of June, 2016.

Ayes: Nays: Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

TO: Mayor and City Council
THROUGH: City Manager
FROM: PW & Park Director/City Engineer
DATE: June 27, 2016
SUBJECT: Appoint Minnesota Department of Transportation to Act as City's Agent in Accepting Federal Transportation Aid for CP 14-6



City of West St. Paul

BACKGROUND INFORMATION:

When Federal Highway Administration (FHWA) money is involved in a City transportation project, the Minnesota Department of Transportation (MnDOT) accepts, holds and distributes those funds accordingly to the City per MN Statutes. In order for MnDOT to be allowed to participate in this process, a formal agreement must be in place between the City and MnDOT. The City currently has a formal blanket agreement for this process with MnDOT; however an individual agreement is necessary for accepting Construction Engineering funds pertaining to a Safe Routes to School Project.

The Safe Routes to School Project (SRTS) on Wentworth and Bellows, City Project 14-6, was granted funds for Construction Engineering (CE). These dollars are used for constructing administration, construction survey staking and materials testing. Not every SRTS project is granted CE money so we are fortunate to have received it when awarded the grant. For instance, we did not receive any CE funding for the upcoming Bidwell SRTS project.

The Wentworth/Bellows SRTS project has an estimated CE cost of \$34,000. Based on the 80/20 federal/local split the federal cap is \$27,200 towards CE on this project with the City's match of \$6,800. Any CE costs greater than \$34,000 will be paid 100% by the City. The agreement spells out the federal process that needs to be followed in order for West St. Paul to receive the FHWA funds. The City Attorney has reviewed the agreement.

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Staff recommends that the City appoint MnDOT to act as the City's agent in accepting federal transportation aid for the Safe Routes to School Project, City Project 14-6 and enter into a Delegated Contract Process Agreement (Agreement No. 1025873) with MnDOT.

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

RESOLUTION NO. 16-

**A RESOLUTION APPOINTING MN/DOT TO DELEGATE
CONTRACT PROCESS AGREEMENT NO. 1025873**

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

WHEREAS, the Mayor and City Manager are authorized to execute the MnDOT Agreement for Federal participation in Construction Engineering for S.P. 173-591-002; M.P. TA 1916(129); SRTS Agency Agreement No. 1025873.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST ST. PAUL authorizes Mayor David Meisinger and City Manager Matt Fulton to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contacted in “Minnesota Department of Transportation Agency Agreement No. 1025873”, a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Adopted by the City Council of West St. Paul this 27th day of June, 2016.

David Meisinger, Mayor

Chantal M. Doriott, City Clerk

TO: Mayor and City Council
THROUGH: City Manager
FROM: PW & Parks Director/City Engineer
DATE: June 27, 2016
SUBJECT: Approve Plans and Specifications and Authorize Ad for Bids for Safe Routes to School Project #14-6



City of West St. Paul

BACKGROUND INFORMATION:

In early 2014 the City submitted a Safe Routes To School (SRTS) federal grant application for the installation of a trail along the north side of Wentworth Ave., from Charlton Street to Bellows Street, and a sidewalk along the west side of Bellows Street from Wentworth Avenue to Thompson Avenue. The City was notified in summer 2014 that we were successful in obtaining a SRTS grant. Since the trail is along Wentworth Avenue, a Dakota County roadway, the County is also a partner on the project.

The City's consultant, WSB & Associates has completed the plans and specifications for this project. The plans and specifications for the project are on file in the Engineering Department. In addition, Federal Authorization has been granted to proceed with advertising for bid. Bids will be publicly opened at 11:00am on Tuesday, July 26.

This can be a difficult time of year for bids as most contractors have their workload established. If bids do not come in favorable we will work with MnDOT to pursue a rebid of the project in fall for construction in 2017. While this is not desirable, it is at least an option to explore should we so choose.

FISCAL IMPACT:

WSB & Associates estimates the construction cost at \$191,000 which will be split between Federal, County and City funding. Cost splits between the City and County won't be determined until bids are received, as the County is only cost sharing on work related to Wentworth Avenue (County Road 8).

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the plans and specifications and authorize the ad for bids for the Safe Routes to School Project #14-6.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Jim Hartshorn, Comm. Dev. Dir.
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: June 27, 2016
SUBJECT: Conditional Use Permit – 217 Bernard St. W.



City of West St. Paul

BACKGROUND INFORMATION:

The applicant is proposing bring the existing single-family home up to code as a duplex. The property is located in an R4, Multiple Family Residential district which requires a Conditional Use Permit for two-family dwellings. Per the attached narrative and plans, the applicant is proposing a variety of improvements to the existing structure, including replacement of the water main, new framing, updated electrical throughout, plumbing work, new windows and doors, flooring and fixtures. In addition, the application is also proposing to replace the driveway and update the landscaping.

Please see the attached Planning Commission report for additional information related to the request.

Planning Commission

The Planning Commission met in regular session on June 21, 2016 and held a public hearing. The Commission voted 7-0 to recommend APPROVAL of the Conditional Use Permit subject to the listed conditions below. No one from the public wished to speak on the item.

Staff mentioned that there was consideration of a condition relating to I & I but that Staff did not include a condition as the rental license process would require compliance (property is planned to be rental). The Planning Commission wondered why the approval couldn't be conditioned to complete the I & I inspection now rather than through the rental license. As a result, The Planning Commission requested Staff to investigate the issue and make a proper recommendation to Council.

After speaking with the City Engineer, Staff recommends resolving the I & I issue through the rental licensing process.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		N/A

STAFF RECOMMENDATION:

Staff recommends that the City Council hold the public hearing and approve the Conditional Use Permit subject to the following conditions:

1. The applicant shall apply for applicable building permits.
2. The applicant shall apply for and obtain a rental license should one or both of the units be rented.
3. Separate utilities must be provided for each unit.
4. The applicant shall resurface the driveway and update landscaping of the property.

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

RESOLUTION NO. 16-

**A RESOLUTION APPROVING A CONDITIONAL
USE PERMIT TO ALLOW A TWO FAMILY HOME
IN AN R4 DISTRICT AT 217 BERNARD ST. W.
DONOVAN TEGG**

WHEREAS, a Conditional Use Permit application has been submitted to the City for properties legally described as:

E 50 FT OF LOTS 7 & 8, JACKSON AND BIDWELL ADD

W 30 FT OF E 80 FT OF LOTS 7 & 8, JACKSON AND BIDWELL ADD

WHEREAS, a public hearing concerning the Conditional Use Permit was held before the West St. Paul Planning Commission on June 21, 2016; and

WHEREAS, the West St. Paul Planning Commission has recommended that the City Council of West St. Paul approve the Conditional Use Permit.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF WEST ST. PAUL that the Conditional Use Permit for 217 Bernard St. W. requested by Donovan Tegg is hereby approved subject to the following conditions:

1. The applicant shall apply for applicable building permits.
2. The applicant shall apply for and obtain a rental license should one or both of the units be rented.
3. Separate utilities must be provided for each unit.
4. The applicant shall resurface the driveway and update landscaping of the property.

Passed by the City Council of the City of West St. Paul this 27th day of June, 2016.

Ayes: Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

TO: Planning Commission
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: June 21, 2016
SUBJECT: Case #16-07

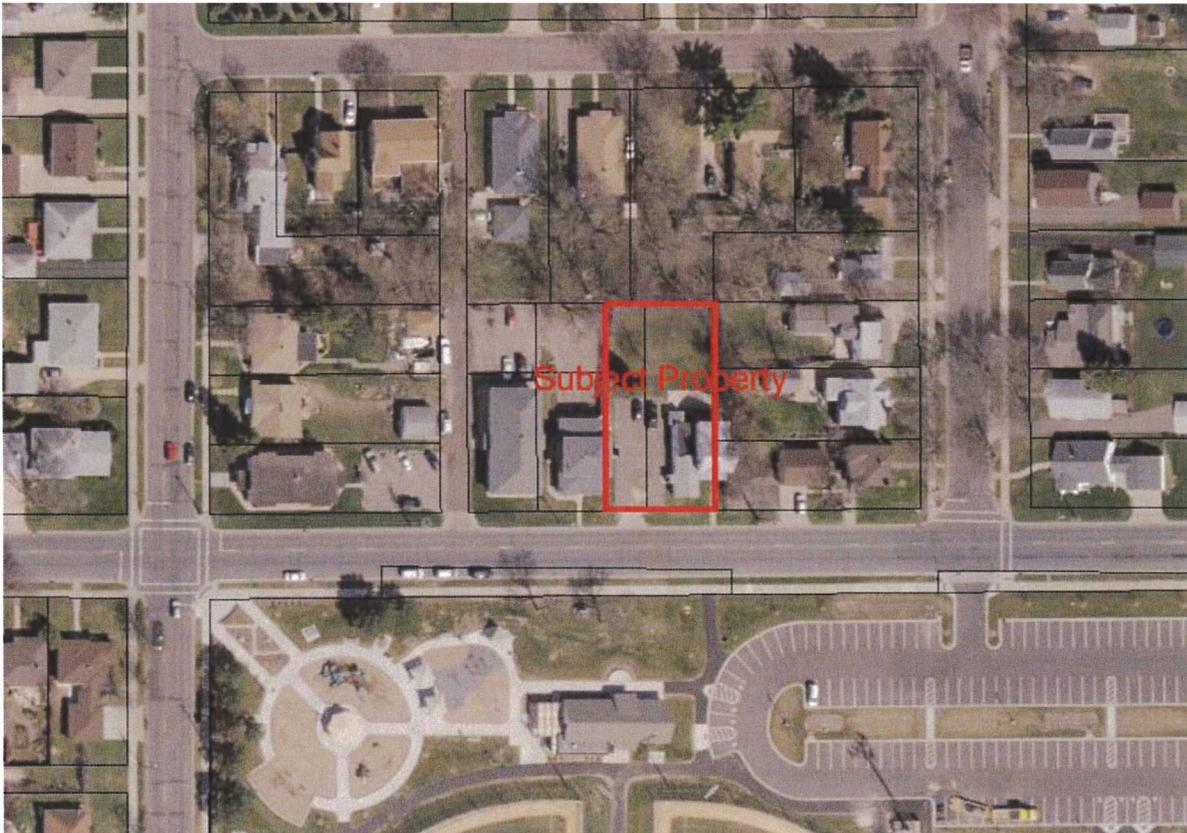


REQUEST

Donovan Tegg is requesting a Conditional Use Permit to allow a Two-family Dwelling in an R-4, Multi-family Residential District at 217 Bernard St. W.

Attachments:

Application Package
Notice
Plans



EXISTING LAND USES

The subject property consists of an existing vacant single-family home. Adjacent properties to the west consist of multi-family apartment buildings. Adjacent properties to the north and east consist of two-family and single-family homes. The adjacent property to the south is Harmon Park.

ZONING

The subject property and adjacent properties to the west are zoned R4, Multiple Family Residential. Adjacent properties to the north are zoned R2, Two-family Residential. Adjacent properties to the east and south are zoned R1, Single-family Residential.

ANALYSIS

Zoning Ordinance

Section 153.126 of the Zoning Ordinance requires a Conditional Use Permit to allow Two-family Dwellings in the R4 District:

153.126 CONDITIONAL USES.

Within the R-4 Multiple-Family District, no structure or land shall be used for the following uses except by conditional use permit:

- (C) Two-family dwellings



Proposal

The applicant is proposing bring the existing building up to code as a duplex. Per the attached narrative and plans, the applicant is proposing a variety of improvements to the existing structure, including replacement of the water main, new framing, updated electrical throughout, plumbing work, new windows and doors, flooring and fixtures. In addition, the application is also proposing to replace the driveway and update the landscaping.

Review

Staff is recommending conditions of approval relating to obtainment of all required building permits for the proposed improvements, a rental license for units that are rented, separation of utilities (required for a duplex), resurfacing of the driveway, updating of landscaping, and repair of the water main.

Staff considered requiring an I & I inspection as a recommended condition however the rental license process will require the inspection by their first license renewal.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the CONDITIONAL USE PERMIT to allow a Two-family Dwelling in an R4 District at 217 Bernard St. W. subject to the following conditions:

1. The applicant shall apply for applicable building permits.
2. The applicant shall apply for and obtain a rental license should one or both of the units be rented.
3. Separate utilities must be provided for each unit.
4. The applicant shall resurface the driveway and update landscaping of the property.

RECEIVED MAY 27 2016



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

CONDITIONAL USE PERMIT APPLICATION

Filing Fee: \$275.00

(OFFICE USE ONLY)

Escrow Amount: \$400.00 (residential)
\$800.00 (commercial)

CASE NO. 16-07
DATE RECEIVED 5/27/16
RECEIPT # _____
60 DAY DATE 7/26/16

TOTAL FEES \$675.00

1. STREET ADDRESS OF PARCEL 217 BERNARD ST W

2. NAME OF APPLICANT DONOVAN TEGLA Phone # 651 210 0648

3. ADDRESS OF APPLICANT 11 ALICE CT Email DTEGLA@KINGSCAPES.NET
ST PAUL, MN 55107

4. NAME OF OWNER DONOVAN TEGLA Phone # 651 210 0648

5. ADDRESS OF OWNER 11 ALICE CT Email DTEGLA@KINGSCAPES.NET
ST PAUL, MN 55107

6. LEGAL/PID # 4238 000 45090 & 4238 000 45091

7. PRESENT ZONING R4, MULTIPLE FAMILY

8. PROPOSED USE OF PARCEL DUPLEX WITH (2) TWO BEDROOM UNITS

9. ZONING SECTION AUTHORIZING CUP 153.126 (C)

10. WHAT WILL BE THE EFFECT OF THE PROPOSED USE ON THE HEALTH, SAFETY, & WELFARE OF THE OCCUPANTS IN THE SURROUNDING PARCELS?
NONE

11. WHAT WILL BE THE EFFECT ON EXISTING AND ANTICIPATED TRAFFIC CONDITIONS, INCLUDING PARKING FACILITIES ON ADJACENT STREETS?
NONE

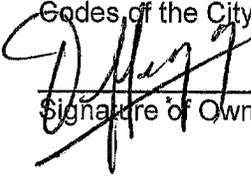
12. WHAT WILL BE THE EFFECT OF THE PROPOSED USE ON THE COMPREHENSIVE PLAN?
NONE

EXHIBITS REQUIRED

- A. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 paper copies, of a map or plat showing the property on which the Conditional Use Permit is requested, and all parcel within 150 feet of the boundaries of the subject parcel.
- B. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 paper copies in sets and folded plans, showing application information as follows:
 - a. Proposed and existing topography and drainage.
 - b. A complete plan prepared and signed by a registered Civil Engineer, Architect, and/or Landscape Architect showing:
 - i. The parking layout, access provisions, structure locations, landscaping, drainage, trees and shrubbery including types and locations, and sizes.
 - ii. Any fences, walls, or other screening, including height and type of material.
 - iii. All lighting provisions, including type, location, and lumens affecting the surrounding parcels and streets.
 - iv. Curb type and location on site.
 - v. Proposed plans for sidewalk to service, parking, recreation and service areas within the site.

ACKNOWLEDGE AND SIGNATURE

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



Signature of Owner (Required)

651 210 - 0648

Phone Number

Signature of Applicant (If different)

Phone Number

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

LAPSE OF CONDITIONAL USE PERMIT:

An approved Conditional Use Permit shall lapse and become null and void six months following the date on which the Conditional Use Permit was approved, unless prior to the expiration of six months a building permit is issued by the Building Official and construction is commenced and diligently pursued toward completion on the subject site, or a Certificate of Occupancy is issued by the Building Official. A Conditional Use Permit may be renewed once for a period of one year by the City Council.

FEES

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

Donovan Tegg
217 Bernard St W
West Saint Paul, MN 55118

May 26, 2016

217 Bernard St W

Dear Ma'am / Sir,

I purchased the property at 217 Bernard St W in March, 2016. It is zoned R4 – Multiple Family.

Our understanding was that it had been a bar back in the day, the layout being somewhat evident that it had been divided into two units or sections.

My goal is to improve the property and bring it up to code as a duplex with two, two bedroom units. Provisionally as a rental, with the thought of possible owner occupancy in the future.

We see this as a long term investment and aim to bring a higher end feel to this particular property with new finishes throughout and extensive landscaping, including paver walks and a paver driveway.

We do not plan to adjust the footprint of the building or make any major structural changes, bar replacing the section of flat roof with a shed roof.

The main water line is scheduled to be replaced in June.

Already being a resident of the neighboring community, I am vested in improving our surroundings and feel that this is a good opportunity and a means to restore a derelict building.

Proposed building plans are attached.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Tegg', written over a horizontal line.

Donovan Tegg

(651) 210 – 0648

dtegg@kingscapes.net

217 BERNARD ST W - SCOPE OF PROJECT

- Replace water main.
- Replace flat roof section with shed roof.
- Separate house into two, two bedroom units, side by side with their own laundry facilities. This requires framing out two internal walls and closets for the west side unit bedrooms and closing off the connecting thoroughfare. Proposed plans are attached.
- Update the electrical throughout.
- Adjust plumbing.
- Replace windows and doors.
- New flooring throughout.
- Update fixtures and finishes throughout.
- Replace concrete and asphalt driveway with pavers and update landscaping.

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

TO WHOM IT MAY CONCERN:

The listed item below will be public hearing at the Planning Commission meeting on June 21st, 2016 at 7:00 pm and a public hearing at the Council meeting on June 27th 2016 at 6:30 pm:

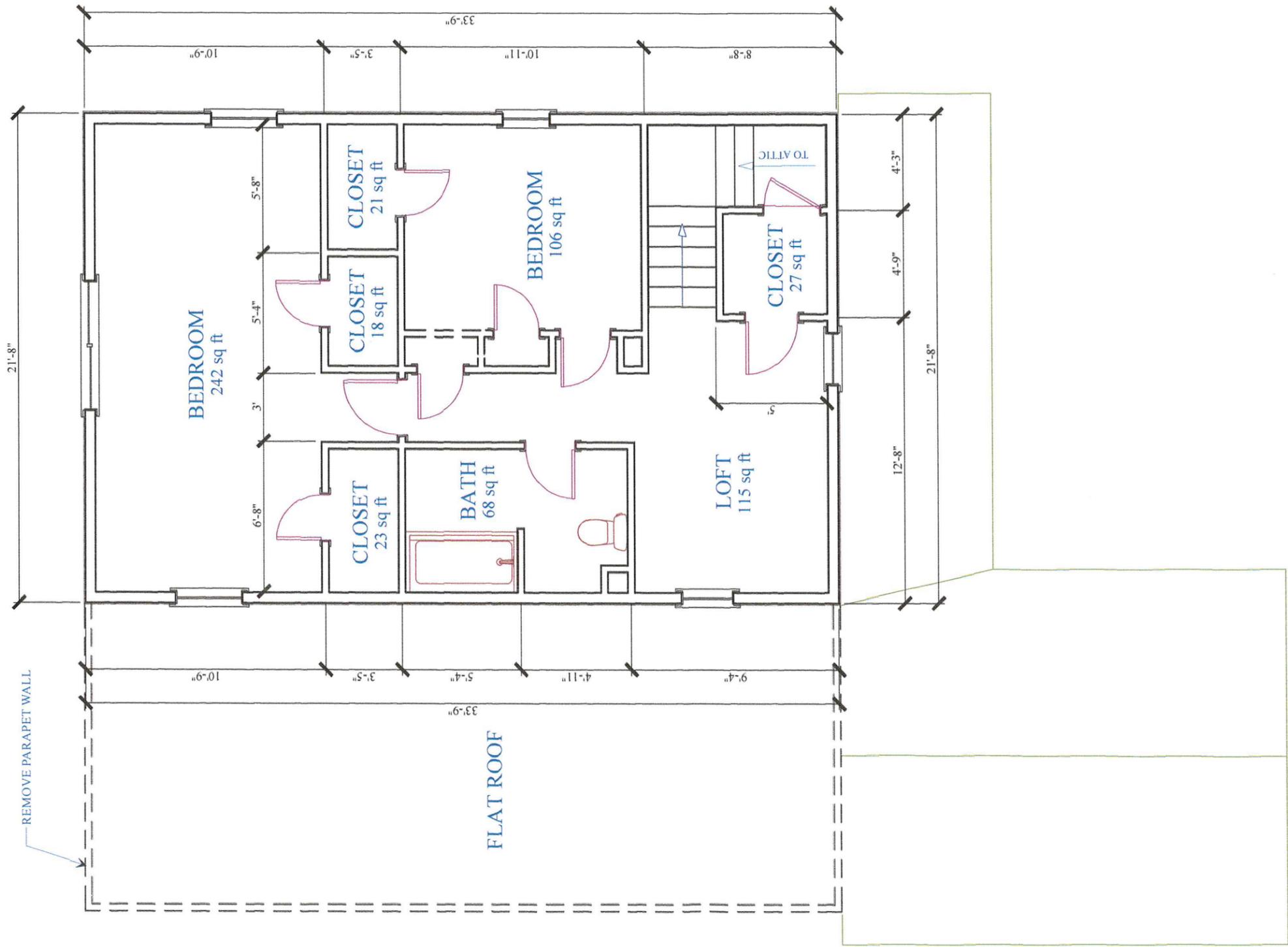
Case #16-06 – Application for a Conditional Use Permit to allow a Two-family Home in an R4 District at 217 W. Bernard – Donovan Tegg

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



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

Published: June 12, 2016



A 2 EXISTING 2ND FLOOR LAYOUT / DEMO PLAN

SCALE: 3/16"=1'-0" (11X17)

EXISTING
 DEMO

PRELIMINARY DRAWING, NOT FOR CONSTRUCTION

Signature Design Build

14451 HWY 7 STE B, MINNETONKA MN 55345
 WWW.SIGNATUREDESIGNBUILD.MN.COM
 763.516.2732

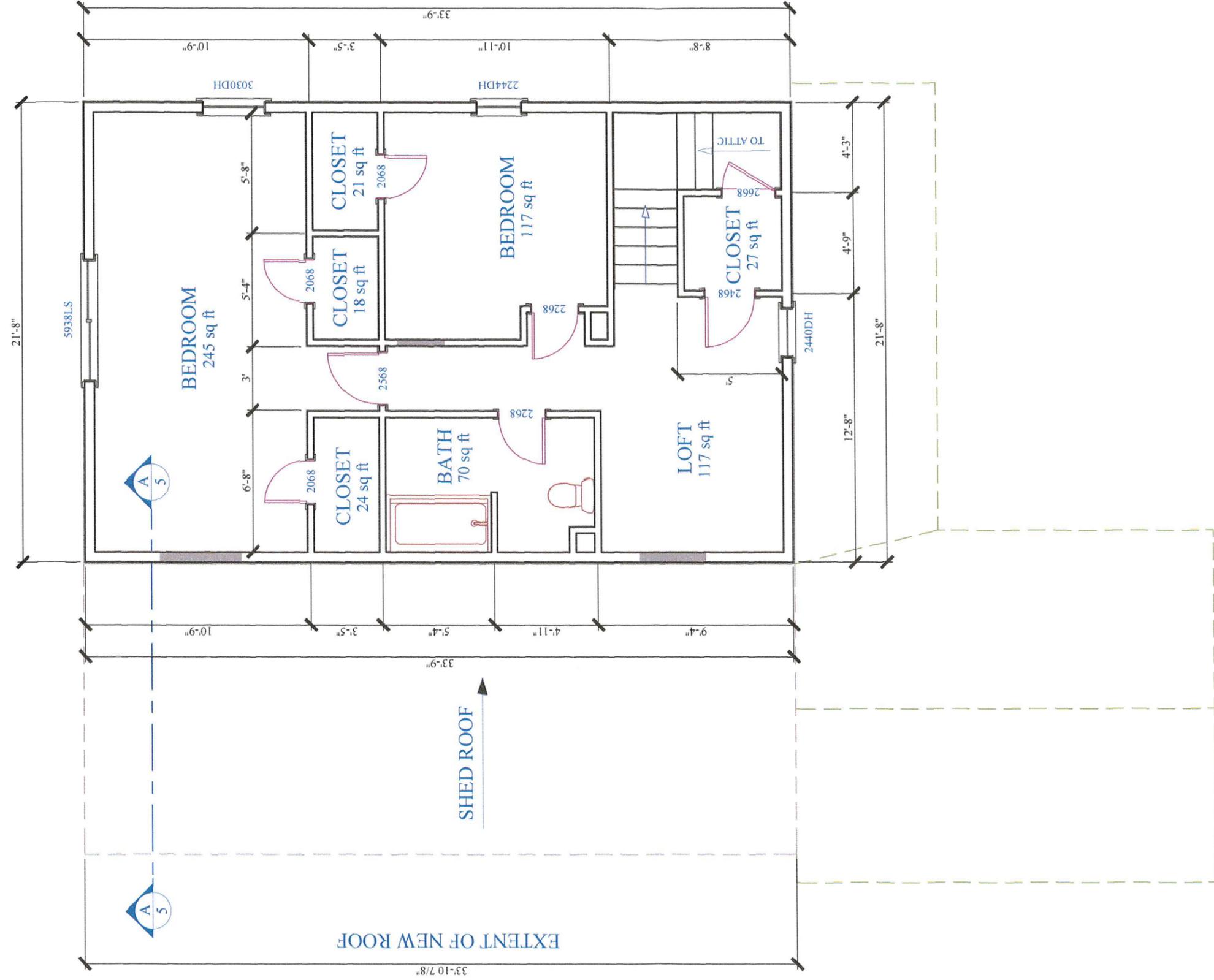
DONOVAN TEGG
 217 BERNARD ST W.
 WEST ST PAUL, MN 55118

BY	REVISION	DATE

JOB #: 15062 5/12/2016
 DRAWN BY: B.KEMP
 APPROVED:
 SCALE: AS NOTED
 PRINTED ON: 11X17

SHEET #

2



A 4 PROPOSED 2ND FLOOR LAYOUT
 SCALE: 3/16"=1'-0" (11X17)

PRELIMINARY DRAWING, NOT FOR CONSTRUCTION

Signature Design Build
 14451 HWY 7 STE B, MINNETONKA MN 55345
 WWW.SIGNATUREDESIGNBUILD.MN.COM
 763.516.2732

DONOVAN TEGG
 217 BERNARD ST W.
 WEST ST PAUL, MN 55118

BY	REVISION	DATE

JOB #: 15062 5/12/2016
 DRAWN BY: B.KEMP
 APPROVED:
 SCALE: AS NOTED
 PRINTED ON: 11X17

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Jim Hartshorn, Comm. Dev. Dir.
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: June 27, 2016
SUBJECT: Conditional Use Permit – 1365 Bidwell St.



BACKGROUND INFORMATION:

The applicant has requested that this item be continued to the July 25, 2016 meeting to allow additional time to provide the requested information and meet with the neighboring property owner.

Based on the request of the Committee of Adjustments/Planning Commission to provide more information at the May 17, 2016 meeting, Staff extended the 60-day timeline to render a decision an additional 60 days. As a result, the City has until August 19, 2016 to render a decision on the application.

The Planning Commission met in regular session on June 21, 2016 and voted 7-0 to recommend CONTINUATION of the application to their July 19, 2016 meeting.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		N/A

STAFF RECOMMENDATION:

Staff recommends that the Council CONTINUE the applications to the July 25, 2106 City Council meeting.

TO: Mayor and City Council
THROUGH: City Manager
FROM: PW & Parks Director/City Engineer
DATE: June 27, 2016
SUBJECT: Approve City Requests to Dakota County Capital Improvement Program



City of West St. Paul

BACKGROUND INFORMATION:

Every year Dakota County updates their Capital Improvement Program (CIP). Cities are solicited to provide recommendations to the County's CIP for road and trail improvement projects. Requests to Dakota County's 2017-2021 CIP are:

1. Mill and Overlay of Delaware Ave. (County Rd. 63) from Marie Ave. to Dodd Road (2017). This will include repair/replacement of sanitary and storm sewer structures/castings as necessary.
2. Mill and Overlay of Oakdale Ave. (County Rd. 73) from Wentworth Ave. (County Rd. 8) to Annapolis St. (2017). This will include repair/replacement of sanitary and storm sewer structures/castings as necessary.
3. Mill and Overlay of Butler Ave. (County Rd. 4) from Delaware Ave. (County Rd. 63) to Robert Street. This will include repair/replacement of sanitary and storm sewer structures/castings as necessary (next 2 to 3 years)
4. Roundabout construction at Wentworth Ave. (County Rd. 8) and Oakdale Ave. (County Rd. 73) (2017).
5. Intersection improvements (turn lanes) at Oakdale Ave. (County Rd. 73) and Thompson Ave. (County Road 6) (2018)
6. Reconstruction of Wentworth Ave. (County Rd. 8) from Delaware Ave. (County Rd. 63) to Livingston Ave. including trails (2019).
7. Trails along Oakdale Ave. (County Rd. 73) from Mendota Rd. to Wentworth Ave. (County Rd. 8) (Year TBD). County will continue applying for federal aid.
8. Trails along Thompson Ave. (County Rd. 6) from Robert St. to Oakdale Ave. (County Rd. 73). Timeline and placement will be dependent on the redevelopment of the golf course (2018).
9. River to River Greenway crossing of Robert Street. Dakota County is currently leading a study to look at grade separation versus at-grade crossing of Robert Street. Crossing would be influenced by the redevelopment of the golf course property and in conjunction with the trail along Thompson Ave. (2018).

FISCAL IMPACT:

The City's CIP has line items for each of these projects. During the City's annual CIP update, all costs for these projects will be reviewed and updated as necessary and in conjunction with City/County cost sharing agreements.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the recommended project requests for Dakota County's consideration into their 2017-2021 CIP.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Community Development Department
DATE: June 27, 2016
SUBJECT: Rental Licenses – Temporary License 1086 Humboldt Avenue



City of West St. Paul

BACKGROUND INFORMATION:

On May 13th, staff received an email inquiring about a rental license for an undisclosed property, questions were promptly answered. The matter did not come up again until May 25th, after staff had sent out a rental compliance letter for an online add soliciting a rental property. This then caused the owner of the property to apply for a temporary rental license application, as the ten percent rental density maximum had already been met.

The applicant is requesting a temporary license due to the fact that an out of state family member now requires additional assistance. The applicant has hired a professional management company to monitor the property in their absence. The applicant has not yet attempted to sell the property, but instead would like to rent as they are unsure of when they would move back to Minnesota.

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.

PROVISIONAL LICENSES:

According to the Rental Dwelling Ordinance, if the number of rental properties meets or exceeds the permitted number of rental properties per defined block, a property owner may request a temporary license to allow an additional rental property for that block.

Conditions require the property owner must hire a licensed professional property management company to manage the property. The Council may grant or deny a temporary license in its sole discretion. Persons requesting a temporary license must make an annual application to the city. No property owner shall hold a temporary license for the same property for more than two consecutive years.

OPTIONS:

According to City Code Section 1005.25 Subd 1 (b), City Council has the following options to consider for the rental license application for 1086 Humboldt Avenue:

- 1) Approval,
- 2) Approval of the license with Conditions,
- 3) Approval of a Temporary license,
- 4) Denial

FISCAL IMPACT:

		Amount:
Fund:	101	
Department:	30000	
Account:	32170	\$290

STAFF RECOMMENDATION:

Staff does not believe that the request meets the intent of ordinance and therefore is recommending denial of the application. The Temporary License exception was created to provide relief to homeowners whom have been relocated and are unable to sell their homes. The home in question was not previously and is not currently on the market. As a result, Staff does not believe the request meets the intent of the ordinance.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Community Development Department
DATE: June 27, 2016
SUBJECT: City Rental Licenses



City of West St. Paul

BACKGROUND INFORMATION:

As of April 11, 2016 Eldon Marier was revoked of his rental license for his 29 units located at 966 and 976 Robert Street South, as a result he decided to sell the units. On May 18, Mr. Marier's 29 units along with two additional units were purchased by Eris, LLC which is managed by EIG Property Management.

New property owner Alex Eaton has previous experience taking on troubled rental properties, and currently has all tenants on a month-to-month lease. As such, Mr. Eaton plans to remove any problem tenants through strong lease enforcement, which was previously lacking on the property. All units are planned to be market rate rentals.

Since the proposed units are now all under new ownership, the City cannot impose conditions on the initial application of the licenses based on previous management's administration. Staff is planning to hold monthly meetings with the new property owner throughout the transition of this property to monitor the progress as well as any potential issues. Should previous problems continue after/if the licenses are approved, staff will bring those issues before the Council.

REVIEW:

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:

966 Robert Street South

101
103
104
105
106
107
201
202
205
206
207
302
303
304
305
306

976 Robert Street South

102
104
106
107
201
206
207
208
301
302
303
304
305
307
308

FISCAL IMPACT:

Application Fees Received:		Amount:
Fund:	101	
Department:	30000	
Account:	32170	\$ 7,640

STAFF RECOMMENDATION:

Upon meeting with new property management to establish clear identification of previous and current property problems and solutions, in combination with the regularly required application procedures Staff recommends approval of the rental license application for the above listed units located at 966 and 976 Robert Street South. Staff has planned to regularly meet with the applicant to discuss the progress of the property and report to council as it becomes necessary. As mentioned above, City Staff is unable to place the applicant on an immediate provisional or an otherwise restrictive license as the new property owner cannot be penalized for prior management mistakes.

ATTACHMENT:

EIG Property Management Proposal

May 24, 2016

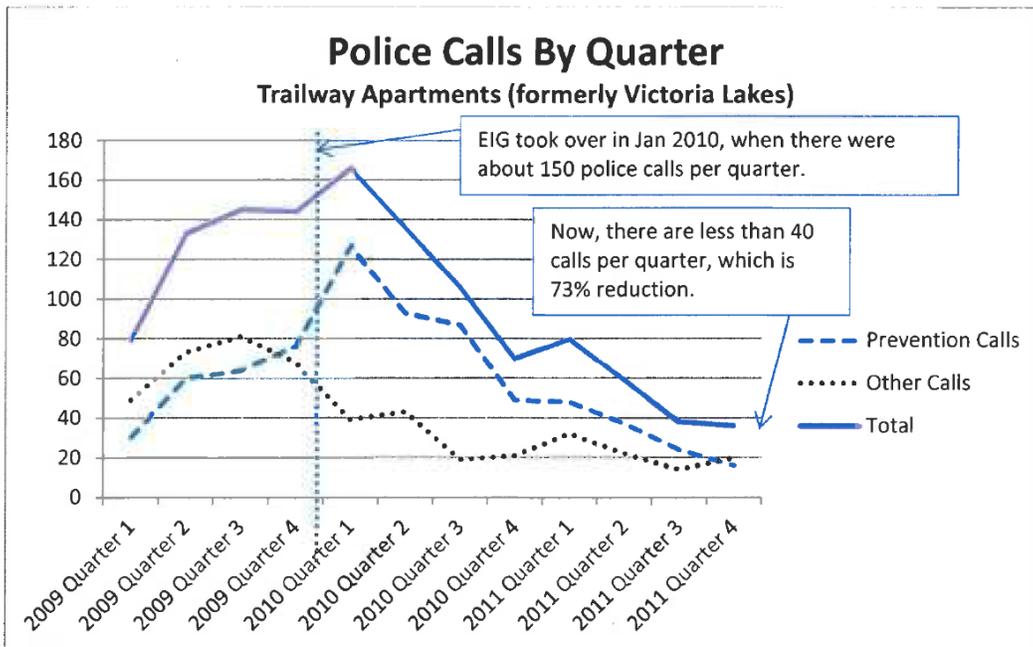
To City of West St. Paul:

On May 18, 2016, a company I control Eris, LLC purchased 32 condo units at 966/976 Robert Street in West St. Paul from multiple sellers controlled by Eldon Marier. The property is now managed by my management company EIG Property Management. While the property has nice features, it is in need of stronger management. I submitted my rental application on May 23 and I request that I be granted a rental license. Enclosed is a copy of my Management Improvement Plan. I would welcome any feedback if the city has any input.

My company has a very strong track record of turning around troubled apartment properties. Here are a couple examples:

1) *Trailway Apartments in St. Louis Park*

In January 2010, EIG started managing a 50-unit complex in St. Louis Park. This property had an incredible amount of police calls at that time. By working cooperatively with the city and heightened efforts of property management, EIG succeeded in reducing police calls by 73% over the following two years.



From 2012 to present, we still maintain good lines of communication with the city. The effort succeeded in increasing the livability of residents and neighbors, plus the number of police calls was reduced. Feel free to contact our liaison from St. Louis Park if you want to connect with the city directly:

Erin Nordrum

ENORDRUM@stlouispark.org

Community Outreach Officer | City of St. Louis Park

3015 Raleigh Ave. S., St. Louis Park, MN 55416

Office: 952-924-2661

2) **1891 7th Street, St. Paul**

This property is an 11-unit apartment building that EIG took over in May 2015. At that time, there were significant crime problems and the police believe there were gangs working out the property. After EIG started enforcing its leases and worked with the city to identify potential criminal activity, the property became a nice stabilized property. If you want to make a contact with someone in St. Paul, please contact:

Dave Kantorwich "Kanto" 651-925-7176

Again, I would like to impress upon you the need I have to be granted a rental license. Without a rental license, the following will happen:

- I will likely not be able to collect rent.
- I will not be able evict any tenant even if they are dealing drugs, conducting gang activity, or any other criminal activity. If tenants refuse to move out because of missing rental license, then the city would have to file the eviction.

Please grant my request for a rental license as soon as possible. I look forward to working with the city to improve this property. Please feel free to contact me directly with any questions or concerns.

Thanks,

A handwritten signature in black ink, appearing to read "Alex Eaton", with a long horizontal flourish extending to the right.

Alex Eaton

612-223-6244

alex@eigpm.com

TO: Mayor and City Council
FROM: Matt Fulton, City Manager
DATE: June 27, 2016
SUBJECT: I/I options for properties becoming compliant between April 13 and May 27.



BACKGROUND INFORMATION:

The City Council held an Open Council Worksession on April 11 and discussed making modifications to the I/I program. The staff report regarding this discussion included a recommended step of notifying impacted properties that the Council was going to make modifications to the program and that, in the meantime, property owners were not required to move forward with correcting any I/I issues until the new changes became effective. Unfortunately, this letter was not sent out, resulting in approximately 40 properties moving forward with compliance repairs. Following a subsequent Council Worksession on May 23, a letter was sent out indicating that property owners could wait until new ordinance provisions were adopted to move forward with I/I corrections.

Discussion Staff reviewed 31 invoices paid during this timeframe. The average repair cost was \$6,382. After the City's 15% reimbursement, the net average amount was \$5424. The City Council requested staff to provide options that might be considered to accommodate the property owners who unnecessarily went forward with I/I repairs during this timeframe.

Options (These options are based on an estimated 40 properties having a net private cost of \$5424.)

1. Do nothing. The I/I program has shifted significantly during the past year and is something that all property owners will need to deal with at some time. Offering some type of financial reimbursement or unique benefit to a small number of property owners only opens up additional exposure to others who may have also completed the repairs at some time, including those that excavated in the road at added expense, which the City is no longer allowing.
2. Reimbursement of costs. Property owners could be reimbursed the costs for coming into compliance with I/I requirements.
 - a. Total reimbursement: 40 properties Estimated cost: \$216,960
 - b. Partial Reimbursement 40 properties Estimated cost: \$108,480 (50%)
Estimated cost: \$ 54,240 (25%)

This option would require the City to spend unbudgeted resources.

3. Reduction in special assessment interest rate. The current interest rate is 3%. This option would simply reduce the amount of money collected over the course of the assessment period.
 - a. Total elimination of interest cost: 3% \$786/ property over 10 years
 - b. Reduction in interest cost: 1% \$515/ property over 10 yrs (savings of \$270)
4. Extension of Assessment period from 10 years to 15 years. Reduces annual payment by approx.. \$90, but increases interest costs by nearly \$500

FISCAL IMPACT

The overall fiscal impact would be dependent on how many property owners elected to take advantage of whatever option was selected by the City Council.

STAFF REQUEST FOR CONSIDERATION Staff is requesting Council direction.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Bud Shaver, Police Chief
Korine Land, City Attorney
DATE: June 27, 2016
SUBJECT: Permit Parking Zone Ordinance



Continued from June 13, 2016

The below report was continued until June 27, 2016. This matter has already had a first reading (May 23rd) and a second reading/public hearing (June 13), thus if the Council desires to take action on this matter those requirements have been met.

Other than the Staff Recommendation Section, which has been up-dated, the below Council report remains the same as the report received by the Council on June 13th.

BACKGROUND INFORMATION:

There are certain areas in the city where the residents of a neighborhood may benefit from a permit parking zone due to the limited availability of parking on residential streets. To that end, Staff has prepared an ordinance that allows the Council to establish a permit parking zone upon request from residents. Elements of the ordinance include:

- A petition must be filed with the city clerk
- The petition must:
 - Identify the proposed permit parking zone and suggest hours of enforcement
 - Articulate the necessity for the zone
 - Provide the names, addresses and signatures of 70% of the property owners or occupants of properties within the proposed parking zone. (the signatures must be listed to a property included the permit parking zone; only one signature per household)
- The City will send notice to property owners in the proposed permit parking zone and within 350 feet of the proposed permit parking zone informing them of the Council hearing
- The Council will consider the application at a hearing and may approve, deny or modify the permit parking zone
- Permanent parking permits may be issued to owners/occupants who reside at properties within the zone. They must identify the vehicles to which the permits will be affixed and those vehicles must register to the same address within the zone. (with the except of work vehicles, which will be allowed with proof of residency and proof of employment) Permits will be valid for as long as the person resides at the property.

- Temporary parking permits may be issued to owners/occupants who reside at properties within the zone for use by their guests. They must identify the dates for which they will be needed, which will be listed on the permit.

Fees - The ordinance allows for the imposition of fees to recover costs of establishing and issuing permits for a permit parking zone, but does not require it. The Council may wish to consider establishing nominal fees at this time, which may be increased later if we find that it is warranted. The proposed fees will not fully recover the costs associated with the implementation of a parking permit zone. Additionally fees need to be reasonable, not cost-prohibitive and sensitive to those in the permit parking zone who may not have signed the petition. Listed below are several fee options and a proposed fee amount:

Permit Parking Zones	Amount	Rationale
Parking Permit Petition Fee	\$100	To help recover the cost of processing the permit request
Permit Parking Zone signs	No fee?	Creating and posting these signs costs about \$200 each; a typical city block would require about 8 signs or between \$50 and \$100 for each resident.
Permanent Parking Permit Fee	Initial fee \$0, Replacement sticker \$15	The police department wants to encourage residents to have ownership of their permits
Temporary Parking Permit Fee	\$5/car; up to a max. of 5 permits per application	These permit requests may consume a lot of police staff time to issue and enforce

The Council may consider any fee or combination thereof and if approved, we will have the Fee Resolution updated to include these fees for your consideration at the next Council meeting.

FISCAL IMPACT:

Signs will cost about \$200/sign
 Approximately 8 signs are required/block
 Administrative costs for notice and permit verification and processing is estimated to be \$200/permit parking zone

STAFF RECOMMENDATION:

While the matter that brought about this proposed ordinance change may be resolved in another fashion, there may be other future parking issues in the City. Since this ordinance amendment has been vetted by staff, the public and the City Attorney, the Council may wish to consider passing this ordinance amendment as a future tool for dealing with certain parking issues. Because the ordinance is ‘on the books” there is no requirement for the Council to utilize it until necessary.

If adopted, the Council should provide staff with some guidance to acceptable fees.

ATTACHMENTS:

An Ordinance Amending Section 72.05 of the West St. Paul City Code Regarding General Parking Restrictions

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

AN ORDINANCE AMENDING SECTION 72.05
OF THE WEST ST. PAUL CITY CODE REGARDING
GENERAL PARKING RESTRICTIONS

The City Council of West St. Paul does ordain:

SECTION 1. AMENDMENT. West St. Paul City Code Section 72.05 is hereby amended as follows:

72.05 GENERAL PARKING RESTRICTIONS.

(A) *No parking, stopping, standing, bus stop zones.*

- (1) The City Council may, by resolution, designate certain streets or portions of streets as “no parking”, “no stopping,” “no standing” or “bus stop” zones and may limit the hours in which the restrictions apply.
- (2) Except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or a traffic control device, no person may stop or park a vehicle in an established no stopping, standing or bus stop zone.
- (3) No vehicle may be parked in a no-parking zone during hours when parking is prohibited. No vehicle, except a bus, may be parked or standing in a bus stop zone.

(B) *Time limit parking zones.* The Council may, by resolution, designate certain areas where the right to park is limited during specified hours. No person may park a vehicle in any limited parking zone for a longer period than so specified on a posted sign.

(C) *Permit parking zones. No person may park a vehicle in a permit parking zone without first obtaining and displaying the proper permit.*

(1) *Petition. In order to establish a permit parking zone, 70% of the residents and/or businesses who have an address within the proposed permit parking zone must sign and file a written petition with the city clerk containing the following information:*

- a. *The specific streets, blocks or area that should be included in the permit parking zone, with a map depicting the proposed permit parking zone;*
- b. *The hours during which the parking permit should be enforced;*
- c. *The necessity for the permit parking zone.*

d. The printed names, addresses and signatures of 70% of the property owners or adult occupants of properties within the proposed permit parking zone. For purposes of calculating 70%, only one signature shall be counted per property or per legal address.

(2) Council consideration. Upon receipt of a valid petition, the city shall notify all property owners and occupants, if known, within the proposed permit parking zone, as well as those property owners within 350 feet of the proposed permit parking zone of the date and time that the petition will be considered by the council. After a hearing, the council may approve, modify or deny the permit parking zone in order to protect the health, safety and welfare of the citizens of the city. If approved, a permit parking zone establishing the boundaries of the zone and hours of enforcement will be adopted by city council resolution.

(3) Permanent Parking Permits. Upon application to the Police Department, owners and occupants who reside at a property address that is within an approved permit parking zone may be issued a parking permit. The applicant must identify the vehicles to which the parking permit will be permanently affixed by make, model and license plate number, and pay the appropriate fee. The vehicles must register to the same property address for which the parking permit is being requested. Employees who park work vehicles at their residence may provide proof of residency at that address and proof of employment as sufficient documentation for a permanent parking permit. The parking permits shall be valid as long as the owner or occupant resides at the property that is within the permit parking zone.

(4) Temporary Parking Permits. Owners and occupants who reside at a property address that is in the permit parking zone may apply for a temporary parking permit on behalf of their guests. The applicant must identify the dates for which the temporary parking permit is requested, and pay the appropriate fee. The dates shall be listed on the temporary parking permit, which must be prominently displayed in the vehicle.

(5) The Council may establish appropriate fees by city council resolution to recover the costs associated with consideration and implementation of a permit parking zone.

~~(C)~~(D) Prima facie violation. The presence of any motor vehicle on any street when standing or parked in violation of this section is prima facie evidence that the registered owner of the vehicle committed or authorized the commission of the violation.

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 accomplishes the following: a) It adds a permit parking zone; b) it articulates the process to establish a permit parking zone; and c) it allows for fees to be established to recover the cost of this specialized signage and permit system.

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