



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

REGULAR CITY COUNCIL MEETING

July 11, 2016

6:30 p.m.

MUNICIPAL CENTER COUNCIL CHAMBERS

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. ADOPT THE AGENDA

5. OCWS BRIEFING

6. ROBERT STREET REVIEW

7. CITIZEN COMMENTS

Individuals may address the City Council about any item not included on the regular agenda. Speakers are requested to come to the podium, state their name and address for the Clerk's record. Generally, the City Council will not take official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.

8. COUNCIL COMMENTS

9. PROCLAMATIONS, PRESENTATIONS AND RECOGNITIONS

A. Donation, Farmers Insurance Group (Gary Burns)

Documents:

[COUNCIL REPORT - DONATION, FARMERS INSURANCE GROUP \(GARY BURNS\).PDF](#)

10. CONSENT AGENDA

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

A. City Meeting Minutes

Documents:

[5-23-16 OCWS MINS - REVISED.PDF](#)
[06-13-16 CC MINUTES \(JD\).PDF](#)
[6-27-16 OCWS.PDF](#)
[06-27-16 CC MINS.PDF](#)

B. 7/11/16 Claims List

Documents:

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

C. May 2016 Investment Report

Documents:

[COUNCIL REPORT - MAY 2016 INVESTMENT REPORT.PDF](#)
[MAY INVESTMENT REPORT.PDF](#)

D. May 2016 Bank Reconciliation

Documents:

[COUNCIL REPORT - MAY 2016 BANK RECONCILIATION.PDF](#)
[MAY 2016 BANK RECONCILIATION.PDF](#)

E. Accept 2015 Audit

Documents:

[COUNCIL REPORT - APPROVE 2015 AUDIT.PDF](#)

F. Rental Licensing

Documents:

[COUNCIL REPORT - RENTAL LICENSING 7.11.16.PDF](#)

G. Internet Crime Against Children (ICAC) JPA

Documents:

[COUNCIL REPORT - INTERNET CRIMES AGAINST CHILDREN JPA \(RENEWAL\).PDF](#)
[ICAC EXHIBIT A.PDF](#)
[ICAC JPA \(RENEWAL\).PDF](#)

H. Approve Revised Pay Equity Report

Documents:

[COUNCIL REPORT - APPROVE REVISED PAY EQUITY REPORT.PDF](#)
[ATTACHMENTS 1 - 2016 PAY EQUITY IMPLEMENTATION REPORT.PDF](#)
[ATTACHMENT 2 - PAY EQUITY RECONSIDERATION REQUEST.PDF](#)

I. Approve Amended Site Lease Agreement With APT/T-Mobile Lease At 354 Annapolis Street

Documents:

[COUNCIL REPORT - APPROVE T-MOBILE LEASE.PDF](#)
[ATTACHMENT - APT - TMOBILE LEASE AGREEMENT.PDF](#)

J. Mid-Year Workplan Update

Documents:

11. PUBLIC HEARING

12. NEW BUSINESS

A. Award Bid For City Hall Remodeling Project

Documents:

COUNCIL REPORT - AWARD FO BIDS FOR CITY HALL REMODELING
PROJECT.PDF
ATTACHMENT - CITY HALL REMODELING AWARD RECOMMENDATION.PDF

B. Approve Consultant Contract For 2017 Street Improvements - Project #17-1

Documents:

ATTACHMENT - CP 17-1 MAP.PDF
COUNCIL REPORT - APPROVE CONSULTANT CONTRACT CP 17-1.PDF

C. 72. 05(D) Parked Or Stored Motor Vehicles, Ordinance Change

Documents:

ORDINANCE CHANGE, PARKING OR STORED MOTOR VEHICLES.PDF
COUNCIL REPORT - ORDINANCE CHANGE, LIVING OUT OF A MOTOR
VEHICLE, FIRST READING.PDF

13. OLD BUSINESS

A. Options For Addressing Properties Coming Into I/I Compliance Between April 11 - May 26
(Continued from June 27, 2016)

Documents:

COUNCIL REPORT - I AND I ASSESSMENT OPTIONS.PDF
OPTIONS FOR I AND I ASMTS.PDF

B. Reconsideration Of Conditional Use Permit Approval For 1365 Bidwell Ave - St. Paul
Regional Water

Documents:

COUNCIL REPORT - CUP ST PAUL REGIONAL WATER.PDF

14. ADJOURN

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

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: July 11, 2016
SUBJECT: Donation, Farmers Insurance Group (Gary Burns)



City of West St. Paul

BACKGROUND INFORMATION:

This past week I was contacted by Mr. Gary Burns, an insurance and financial services agent for farmers Insurance, who wanted to inform me about Farmers Insurance Group's community outreach program. In sum, agents are afforded a certain amount of corporate funds to engage in community outreach efforts. While this effort certainly involves Farmers agents into their communities, civil organizations benefit from the additional funding.

Mr. Burns was intrigued by the police department's crime prevention efforts, especially activities involving out youth. While not certain each month, Mr. Burns intends to donate \$100 of his community funds each month to the City for police community outreach efforts.

Mr. Burns has two strings to attach to his donation (1) a receipt is provided to show that he contributed the dollars and (2) is an occasional picture that he can use to demonstrate his involvement and support in community activities. I told Mr. Burns that we could meet these conditions.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Donation	101	30000	40453	\$100
Total:				\$100

STAFF RECOMMENDATION:

Publically thank Mr. Burns and the Farmers Insurance Group for their interest in being involved and financially supporting community activities. Accept the donation by passing the attached, draft resolution.

On Motion of

Seconded by

RESOLUTION NO. 16-

RESOLUTION ACCEPTING DONATION
FROM FARMERS INSURANCE GROUP (GARY BURNS)

WHEREAS, Mr. Gary Burns, an insurance agent for the Farmers Insurance Group, intends to donate \$100 each month we he can toward police community outreach efforts;

WHEREAS, the Mayor and City Council acknowledges Mr. Gary Burns' generosity and extends their appreciation to both Mr. Gary Burns and the Farmers Insurance Group for this donation;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts the Farmers Insurance Group donation from Mr. Gary Burns of \$100 per month, as decided each month by Mr. Burns, on behalf of the City of West St. Paul and authorizes the police department to expend these funds in the manner described by Mr. Gary Burns

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

Ayes: Nays:

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk

**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 of pursuing this project at a \$20,000 budget. As one cost saving measure Clpn. Napier would suggest looking at solar lights. Dodge Nature Center recently installed them on entrance signs. The quality is excellent and the cost has really come down on solar lights.
- 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
June 13, 2016**

1. Call to Order

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

2. Roll Call

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

3. Pledge of Allegiance

4. Adopt the Agenda

ON MOTION of Clpn. Bellows, seconded by Clpn. Iago, to adopt the agenda with the following changes:

- Remove item 10.A.
- Add item 13.B. Town Center II Update/Discussion

All members present voted aye. Motion carried.

5. OCWS Briefing

Mayor Meisinger provided an update of the topics discussed at the open council work session preceding the regular meeting which included:

- Closed meeting to discuss Robert Street property easement acquisitions
- Recycling Program / Recycling Coordinator JPA
- Recycling Program / Organics Pilot Program Review
- Art Park Update

6. Robert Street Review

Director Beckwith provided an update regarding water main and median work and north end pedestrian walkways to be reinstated on the east side of Robert St.

Mayor Meisinger asked about contractor planting and maintenance responsibilities and when the City would take over. Director Beckwith responded that a large matrix has been established to identify plants, locations, and dates in the ground and roots to be established before City takes over.

Clpn. Vitelli noted there were no cap blocks on the west side of Robert and requested staff look into it.

Clpn. Bellows asked about median work stone on planting beds and their anticipated completion date. Director Beckwith did not have a completion date available.

7. Citizen Comments

George Hammernick, 1323 Manomen

Mr. Hammernick was concerned with the inflow and infiltration issues. He stated he received information that he needs a liner estimated at \$12,000 but that it was a minimal amount of water intrusion and the estimate seemed unreasonable for the small amount of water from his property.

8. Council Comments

Clpn. Halverson noted there have been some issues at Harmon Park with trash pick-up and requested some sort of mitigation such as extra pick up or a phone number posted to call for service. Director Beckwith advised that was a staff discussion earlier and they were looking at options including: implementing temporary staff to split time of four hours on Saturday and four hours on Sunday, dedicating a staff person to Harmon Park with a rotation and other options. He stated the phone number suggestion may not work due to different phone numbers for on-call rotation employees.

Clpn. Armon thanked individuals who volunteered to pick up the park on their own. He also noted that West St. Paul has not received any monetary contribution for Robert St. from the legislature and encouraged residents to shop Robert St. businesses.

Mayor Meisinger advised he would be at a conference committee session at the legislature on June 14, 2016 along with other council members to request funds for Robert St. He also noted that June 18, 2016 is Police Day at Marthaler which is hosted by 6th and 8th grade girls who are holding a scavenger hunt, live music, dunk tank, raffle, and food for sale. Proceeds are to be used for the K-9 fund.

Clpn. Iago stated Benjamin Franklin Plumbing has been sending out letters with false information. They have been turned over to the MN Department of Labor and Industry which is conducting an on-going investigation. He urged residents to confirm information and check licenses, and to call the City if there was any confusion regarding the I/I requirements. Congratulations to local graduates as well as his granddaughter.

Clpn. Napier sent thoughts and prayers to those in Orlando stating it was a time to reflect on the Police Department for keeping the community safe.

Clpn. Vitelli noted the Sibley baseball team has made it to the state tournament and congratulations to local graduates.

9. Proclamations, Presentations and Recognitions

A. Thomas Schaffer Day

Mayor Meisinger read a Proclamation honoring Thomas Schaeffer. The Council gave a round of applause. Mr. Schaffer thanked the community for the honor and thanked the Council for their work.

B. Presentation by TNT (Teens Networking Together) Update

Lewis Dixon provided an overview of the current activities and movement of the group. Marthaler Park has been adopted by TNT, and they have also engaged in various other public service activities such as Feed My Starving Children, Ronald McDonald House Christmas toy drive, and SCARED (Students Concerned About Racism and Diversity), and SHOT addressing bullying and teen suicide.. Mr. Dixon stated the organization has received its 501c3 status and is currently meeting at the West St. Paul YMCA. He requested support from the City by promoting on the City calendar, having kids speak at meetings, and partnerships with City to engage the community.

Clpn. Halverson recognized the demand for this type of organization and asked that Mr. Dixon communicate with Council members regarding how they can support the organization.

Clpn. Napier suggested the organization work with the City's volunteer coordinator. Manager Fulton confirmed staff would communicate to get it done.

10. Consent Agenda

- A. Meeting Minutes – REMOVED
- B. April 2016 Bank Reconciliation
- C. City Licensing
- D. City Licensing
- E. City Licensing – Art on the Avenue
- F. Personnel Policy Revision – Respectful Workplace Policy
- G. Rental Licensing
- H. List of Claims 6/13/16

ON MOTION of Clpn. Iago, seconded by Clpn. Vitelli, to adopt the consent agenda items as listed above and presented. All members present voted aye. Motion carried.

11. Public Hearings

A. Final Reading – Zoning Ordinance Amendment, Section 153.029 Regarding Interim Use Permits
Community Development Director Hartshorn reviewed the staff memo to the Mayor and Council.

Mayor Meisinger opened the Public Hearing at 7:06 p.m. and seeing no one wishing to speak for or against the proposed amendment, he closed the Public Hearing at 7:06 p.m. No further comments or discussion ensued.

ON MOTION of Clpn. Halverson, seconded by Clpn. Bellows, to approve the final reading of an Ordinance Amending West St. Paul Zoning Ordinance Section 153.029 Regarding Interim Use Permits. All members present voted aye. Motion carried.

B. Permit Parking Ordinance, Second Reading

Police Chief Shaver reviewed the staff memo to the Mayor and Council.

Mayor Meisinger confirmed the proposed ordinance applied to all neighborhoods. Chief Shaver clarified that it would change the ordinance to allow a petition for review.

Clpn. Halverson suggested continuance until the next meeting due to the original issue that brought the idea about may be addressed and as such, the proposed ordinance may not be needed. She also pointed out that the amendment would allow a petition process and Council review and that it would be a tedious process but gives residents an option.

Clpn. Iago agreed with Clpn. Halverson to continue the item.

Clpn, Bellows stated he hasn't seen any interest in permit parking in the City elsewhere and this proposed amendment was raised by one group that had reservations which now may be a private issue that can be resolved. He was concerned with possible negative aspects noting permit parking in St. Paul, as an example, was more problems than solutions.

Clpn. Vitelli noted a Bernard resident has issues in front of her home and parking was also an issue with Twin Pines. He confirmed with Attorney Land that the ordinance amendment would apply to anyone interested whether it be a single home or a block.

Clpn. Armon agreed with Clpn. Bellows' comments.

Clpn. Napier noted the petition was the significant piece of the proposal which would require parking to be a significant problem for a neighborhood to come forward.

Manager Fulton advised the amendment would enable future legislation to allow permit parking which may be justified as the City moves forward with development on Robert Street.

Mayor Meisinger opened the Public Hearing at 7:16 p.m. and seeing no one wishing to speak for or against the proposed ordinance amendment, he closed the Public Hearing at 7:16 p.m.

ON MOTION of Clpn. Iago, seconded by Clpn. Vitelli, to continue the decision to a future meeting pending the results of the private issue that brought about the proposed amendment. All members present voted aye. Motion carried.

12. New Business

A. Approve Consultant Contract for Crusader Ave. Sewer Lining City Project 17-2
Parks and Public Works Director Beckwith reviewed the staff memo to the Mayor and Council.

Clpn. Armon asked whether the City has previously had experience with AE2S, Inc. given the low bid hoping that Foth doesn't know things about the project that the others may not know. Director Beckwith advised that AE2S, Inc. was contracted for stations 5 and 6 and their hours and timeline were realistic when staff extensively reviewed the bid.

Clpn. Vitelli asked whether there was extensive concrete corrosion or erosion and whether a liner will fix the problem. Director Beckwith confirmed a liner would address all issues.

ON MOTION of Clpn. Bellows, seconded by Clpn. Halverson, to approve a contract with AE2S, Inc. for the design and construction administration of the Crusader Avenue Sewer Lining Project, City Project 17-2, for an hourly not-to-exceed contract amount of \$38,900. All members present voted aye. Motion carried.

B. 435 Bernard St. E. – 463 Action

City Attorney Land reviewed the memo to the Mayor and Council noting the building inspection and code enforcement reports and photographs in the packet are submitted to the record. She outlined the process for service and appeal and advised she would seek reimbursement of costs incurred as part of this process.

Clpn. Vitelli asked whether there were issues with rodents. Attorney Land noted the only known issue is that the home is unsecured and the City could do an emergency abatement if necessary.

Clpn. Armon stated the Council has seen their share of these and encouraged residents to let the City know when they see these things. Mayor Meisinger added that residents should be aware of neighbors and offer assistance or contact the City.

ON MOTION of Clpn. Vitelli, seconded by Clpn. Armon, to adopt the Resolution and Order to Remove Structure at 435 Bernard Street East. All members present voted aye. Motion carried.

13. Old Business

A. Final Reading on Proposed Amendments to City Code Chapter 50 Section 50.08 Regarding Discharge of Prohibited Clear Water Drainage; Sump Pumps (Continued from May 23, 2016)

City Manager Fulton reviewed the staff memo to the Mayor and Council and clarified that property owners would be responsible for sewer from house to the main, City would be responsible at the main, and the proposed effective date would be January 1, 2017 to allow for education and promotion.

Mayor Meisinger stated the ordinance has been on the books for eight years with multiple amendments. He noted that he received three emails from realtors in opposition to the proposed point-of-sale inspection. He also asked if the proposed amendment is passed is the City off the hook to the Met Council.

Manager Fulton advised that the Met Council provides continuing work in I&I and as long as the City is working with them to reduce the issues, Met Council will not surcharge the City provided the City is meeting the Met Council's expectations. He added that once the inspected and in compliance, it will be good for 10 years.

Clpn. Vitelli confirmed with Manager Fulton the proposal would also apply to rental properties.

Clpn. Halverson stated she hoped this doesn't have to change again and that this would be the final solution because residents have been confused. She believed the amendment as proposed strikes a balance with burden and service to the community. Clpn. Halverson added that the amendment meets the Met Council's needs and allows time to make the changes required.

Clpn. Bellows stated this was a difficult issue because the Met Council has proposed severe restrictions and penalties due to clean water in sewers. He noted West St. Paul was an aging community and infrastructure and noted he was also on the list to address the issue. Clpn. Bellows stated that corrections would be a substantial value to the house and while it is a burden, everyone should recognize that the problem will not go away. As proposed and under the circumstances, the City is attempting to address the problem and work with everyone so as not to receive a \$1.7 million fine. He

added that the inspections and corrections would occur when selling or when street is under reconstruction, that the buyer and seller could negotiate issues, and stated this wasn't a perfect solution but better. He stated that the City needs to make sure the decision is communicated to all citizens correctly and let them know what resources are available, i.e. 15% reimbursement up to \$5,000 contribution by City. Understanding the real estate community is upset, he noted that other communities also require truth-in-housing inspections.

Clpn. Napier advised he received multiple emails and that his response has been that this process has not been quick, rather it's been slow and well thought out. He stated he was against this early on but as now proposed, it provides the most flexibility to the process and time. He added that the City would have an in-house inspector at no cost to property owners.

Clpn. Iago expressed concern for the Robert St. properties stating he wished they would have thought about the burden to residents of South Robert St. He asked that if the camera goes down in a dry area and there is a crack, how they will know what the I&I impact is. Clpn. Iago asked if there was a way to address size of cracks, where they were located, etc. because some cracks may be so minimal it shouldn't require lining. He suggested developing something with the Met Council to provide some wiggle room as he wasn't comfortable leaving the determination to one person's opinion whether a sewer will require lining.

Manager Fulton provided numbers for compliance and non-compliance with homes on Robert St. He stated that the proposal requires all properties on Robert St. must be inspected by July 1 and in compliance by September 1 so as not to require reopening of the street. He recognized that cracks would be different from one area to the next and stated they would work with Met Council to identify where replacement and/or lining would be required. Manager Fulton added that it wouldn't be a judgment on the size of cracks but rather to get a person on board to work with and define the issues. He suggested they work with Met Council to see what is acceptable to them and that maybe there was some way to allow for some type of judgment call to be made. He also stated that the roads were fragile, that the City would not require property owners to do their own excavation and they should also preserve the integrity of the streets.

Clpn. Armon noted that the main reason for requiring this was the significant surcharge by the Met Council adding he was not a fan of the Met Council but they were flexible so this was the balance.

Clpn. Halverson noted that on April 11, 2016 they decided the City would send out notices regarding changes but that these notices did not go out and a number of properties completed the work. She asked if there was something that could be done to help those that have already done the work.

Manager Fulton stated staff did send a letter regarding not excavating in the right-of-way and apologized that the correct notice wasn't sent out because of miscommunication. He stated people got ahead of the game for coming into compliance that they would have to do any way so there wasn't an easy solution.

Clpn. Halverson wasn't satisfied with saying sorry as there were thousands of dollars spent for repairs.

Mayor Meisinger advised that homes were inspected last year and the plan has changed each time. He said others have also complied previously and he did not want to move on this because the City is not liable to those that have done repairs that were or would be required of them anyway.

Clpn. Bellows reiterated that residents would have to have the work done any way. He was concerned that if the City decided to reimburse some, where it would end. He stated that under the circumstances with trying to make the program as easy as possible, he did not want to ask some residents to reimburse other for work that would have to be done either way.

Clpn. Napier asked Finance Director Carlson to look into whether it was an option to allow some residents to be assessed retroactively.

Clpn. Halverson stated she wasn't look at going back to 2008 but noted it in the record on 4/11/16 and she was looking for something from 4/11/16 to present since it was on record and noted she was uncomfortable with not addressing the time period. She stated they made the mistake and they should fix it.

Clpn. Vitelli suggested maybe having a reverse assessment and reimbursement but that he could not support complete reimbursement.

Attorney Land suggested possibly allowing a voluntary 429 procedure. Direct Carlson advised that is how the issues are currently being handled and she would check into the numbers.

Mayor Meisinger stated that staff has been given direction to come back to Council with numbers and the issue will be revisited.

Citizen Comments:

- George Hammernick, 1323 Manomen
Mr. Hammernick asked whether the deadline for lining was extending pending final decision and noted the minimal intrusion from his inspection. Mayor Meisinger confirmed the deadline was extended and request Mr. Hammernick contact staff to review inspection data and further investigate.
- Lauren Smith, 1092 Ohio
Ms. Smith stated she has lived in her home about four months and she received a scary letter stating a search warrant would be obtained. She also noted that the camera inspection says 70 feet of pipe but the house is only 30 feet from roadway and questioned how there could be an additional 40 feet. Ms. Smith also noted for the record that she did receive a letter saying she doesn't have to move forward with the lining at this time.

Manager Fulton requested Ms. Smith bring in her inspection report and staff would help interpret. He also noted that the search warrant language was in letters but was redone and apologized for the miscommunication. Clpn. Halverson noted the issue with some residents receiving the letter and other not. Clpn. Bellows clarified the responsibility of homeowners to the main line and the City at the main line and in right-of-way.

- Eric Meyers, St. Paul Association of Realtors
Mr. Meyers stated realtors recognize the difficulties of the problem and that they were appreciative of resources of sellers and buyers. However, they do renew their opposition. He stated the Met Council has handcuffed the City with the million dollar plus fine and if it

weren't for that, this would not be moving forward. Mr. Meyers stated on an average year the City has 150-200 homes for sale and when 200 homes have inspections, they won't even be looked at. He stated that clean water will continue to invade that owners of 30-40 years will be stripped of their equity and that it will be difficult to find buyers to take on these issues as new homeowners will be underwater right off the bat. Mr. Meyers stated that with the assessments, the City will be uncompetitive with other homes in the market. He provided numbers for a \$150,000 - \$200,000 home of about \$200-\$300 more per year and stated he was concerned for the residents of the community because it seems that the City was doing a backroom deal with Met Council. Mr. Meyers stated that realtors recommend a phased approach to delineate the various issues so as not to do inflow or infiltration, stating that correcting the problems over the long term will take time, and to avoid passing the buck to residents.

Cpln. Bellows stated he didn't appreciate the lecture and noted Mr. Meyers didn't identify a solution. He added that Mr. Meyers did not represent the citizens of WSP and that this solution has been a long discussion and continuous working effort. He advised there were no backroom deals, and told Mr. Meyer that he was operating solely on profit. Cpln. Bellows stated he had never seen someone more disrespectful and obnoxious.

Further exalted argument and discussion ensued between Mr. Meyers and Cpln. Bellows. Mayor Meisinger requested order in the chambers.

Manager Fulton suggested Mr. Meyer be accountable on the numbers noting that when he said it would cost someone \$200-\$300 more in a mortgage payment, that equates to approximately \$50 per year and it was not in Mr. Meyers' best interest to scare the real estate world.

- Vince Granley, 1003 Cherokee Ave.

Mr. Granley advised he had his sewer line fixed but that he would not have been affected by the 4/11/16 letter since his was earlier. He asked what his options were since his repair took place in March. He stated that if he'd known he could wait, he would have and would have appreciated notice.

Mayor Meisinger thanked Mr. Granley for fixing his line. He stated there wasn't much that could be done since the issue was under the previous ordinance but that maybe the City can come up with a reverse plan to help folks out.

Cpln. Bellows asked that staff make sure he applies for the 15% reimbursement. He also noted that in 2008 there was grant money provided by the Met Council, which was not City money, but those grant funds are no longer available.

Cpln. Napier stated there would be residents that will have to complete the repairs if their street is being reconstructed and it was still the City's plan to repair/reconstruct five streets per year.

- Barbara Lowe, 1040 Cherokee Ave.

Ms. Lowe asked what WSP's inflow and infiltration goals are with respect to the MOU providing for goals. She asked where the measure points were and whether there were other options than a camera test and about disconnecting in-ground gutters.

Clpn. Iago advised there were three meters in town and there was an acceptable rate line determined by Met Council who will make sure the City stays within the rate line. He stated the measuring points were at South Robert, Dodd and Delaware at Annapolis.

Mayor Meisinger added that the Met Council tracks water return and that ground water into sanitary systems during heavy rain is accounted for. He also stated that in-ground gutters will likely be disconnected at the inspection.

Clpn. Vitelli clarified that gutters were not believed to be connected to sanitary sewer and asked that Ms. Lowe provide an address to staff to look into.

- Evonne Pulsak, 993 Cherokee Ave.
Ms. Pulsak stated she had her lining done a couple days later received the letter stating it wasn't necessary afterward. She thanked Clpn. Halverson for trying to address this noting an apology just wasn't enough. Ms. Pulsak advised there were three holes drilled into her basement floor and it required many days off work.

Mayor Meisinger asked how many properties have been inspected. Manager Fulton replied 300 properties have come into compliance.

ON MOTION of Clpn. Vitelli, seconded by Clpn. Bellows to approve the Ordinance Amending City Code Chapter 50, Section 50.08 Regarding Discharge of Prohibited Clear Water Drainage; Sump Pumps. All members present voted aye. Motion carried.

ON MOTION of Clpn. Bellows, seconded by Clpn. Iago, to approve the 2016 Memorandum of Understanding Relating to Ongoing Inflow and Infiltration Program between City of West St. Paul and Metropolitan Council. All members present voted aye. Motion carried.

ON MOTION of Clpn. Halverson, seconded by Clpn. Iago, to direct staff to explore options for the City to address issues as identified during discussion to address homeowners that came into compliance since 4/11/16. All members present voted aye. Motion carried.

B. Town Center II Update/Discussion

Clpn. Bellows noted that a plan for the redevelopment of the area has been approved by the Council and that as part of that approval, Council provided a one year period of time to provide easement access across the development if it was possible with neighboring property owners. He asked whether there has been any activity on the part of staff to propose continuation of Lothenbach or delay the project.

Manager Fulton stated he provided direction to Director Hartshorn to facilitate communication with the developer and neighboring property owners with respect to the approved access and noted that the Lothenbach road extension has always been a possibility but nothing has moved forward on this at this point. He added that he was not trying to delay the project in any way.

Director Hartshorn advised that there have been no discussion with City involvement beyond what has been approved. However, previous discussions did take place about making access easier and connecting with the Lothenbach light. If that is the direction the developer decides to go, he would work with the developer to consider direct route but no discussions to this affect have taken place.

Clpn. Iago asked whether the developer was on board with a new connection beyond what was previously approved. He indicated that the plan was already approved so there shouldn't be a need for anyone to go back and change it. He stated it would be inappropriate to talk to land owners without the developer.

Manager Fulton clarified that the plan was approved at the last Council meeting but that the owners to the south were not aware of the plan. The plan was to enter into dialog with the property owners to the south to get a discussion going regarding the access.

Clpn. Bellows advised that a public hearing was held at the last meeting and was open to the public. He stated a process was in place for notification and to be heard. He asked why staff should go back and look at other plans when one was already approved.

Manager Fulton indicated that the development does impact surrounding properties and did want them to be aware.

Additional questioning and discussion ensued between Clpn. Bellows and Manager Fulton with respect to the approved plan and access arrangement and whether or not staff was proposing alternative access beyond and outside of the Council's decision.

Clpn. Vitelli stated he was offended by Clpn. Bellow's comments and tone and treating the City Manager as if he was under interrogation. He stated the Chambers was not a court room and recited the language for the approval from the last meeting. Clpn. Vitelli urged staff to talk to property owner to the south to provide the connection as approved.

Clpn. Bellows asked what the options were for potential investigation into the City Manager and whether he suggested changing the plans after they were approved.

Attorney Land advised that a motion could be made and that her office could conduct an independent investigation of the facts and report back to the Council with the findings.

Clpn. Armon stated he would like to review the tape before ordering an investigation.

Clpn. Halverson indicated she was not comfortable with an investigation.

Clpn. Iago noted there was direction to Director Hartshorn to engage in communication even though everyone was keenly aware of what was approved and he would like to know what was said.

Clpn. Bellows stated the approved plan was clear and there is the potential for an easement. There is no question about that and Mr. Carlend acknowledged the potential for the easement. He would like to know whether there was subsequent direction to staff to modify the plan contrary to the plan as passed, specifically, to extend Lothenbach from Robert St. to Livingston; whether there was some additional discussion afterward contrary to Council's direction.

Clpn. Napier asked what if staff got together with businesses to the south and there was a better concept that businesses, staff, and developer are ok with. He asked if Councilmembers would be angry if the developer came back with a different proposal, noting this was a hypothetical scenario. Clpn.

Napier stated the developer would have to come back with changes if they decided something else any way so it doesn't seem to be an issue.

Clpn. Vitelli agreed with Clpn. Napier stating it was an excellent analogy. He stated that Mr. Carlendis going to build the plan as passed but, if staff and the businesses and the developer want to come back with a better plan, why would there be any opposition. If Mr. Carlend decided to make a change, would there still be opposition from Clpn. Bellows.

Clpn. Bellows noted that the developer was already dedicating money to put the plans as approved into play. However, why wouldn't staff go to the developer first to see if the developer wanted to change the plans. He stated it seemed to him that if something different was going to be done, Mr. Carlend and the other property owners should discuss. Mr. Carlend is presumably moving forward with his development as approved and is not aware that other options were being discussed without him that would affect his development.

Clpn. Halverson indicated that Mr. Carlend said he was willing to work with the surrounding property owners. To her, this is where the Council asked Mr. Carlend for permission to explore other options to work with surrounding property owners. She stated that following that permission, staff went to work to engage in communication with the business owners to figure out how the access would best work. She stated permission was received by Mr. Carlend during the meeting and that alternatives, if any, weren't coming out of the blue. She also noted that staff has not had the conversations with the property owners yet and that the conversation with Mr. Carlend had taken place before the Council. She stated Mr. Carlend was willing to explore options and clarified to Clpn. Bellows that Mr. Carlend was not being left out of the discussions.

Mayor Meisinger noted that staff was spending time and money on something the developer may not move forward with.

ON MOTION of Clpn. Bellows, seconded by Clpn. Iago, to investigate whether City Manager Fulton gave direction to staff to push a potential road extension of Lothenbach or just engage in discussion with surrounding property owners regarding the connection.

Ayes: 2 (Bellows, Iago) Nays: 4 (Armon, Halverson, Napier, Vitelli). Motion failed.

14. Adjourn

ON MOTION of Clpn. Halverson, seconded by Clpn. Bellows, to adjourn the meeting at 9:08 p.m. All members present voted aye. Motion carried.

Jennifer L. Dull
Jennifer L. Dull
Recording Secretary

1. Roll Call

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

Others present: City Manager Matt Fulton, Attorney Korine Land, Public Works Director Ross Beckwith, Fire Chief Mike Pott, Police Chief Manila Shaver, Community Development Director Jim Hartshorn and City Clerk Chantal Doriott.

4.A. Closed Session to Discuss Robert Street Property Acquisition

Motion was made by Clpn. Napier and seconded by Clpn. Armon to close the meeting pursuant to Minnesota State Statute 13.3.05 sub , All members present voted aye. Motion carried.

Attorney Korine Land gave an overview of a Robert Street property acquisition. Councilmembers discussed settlement for Parcel No. 93 and were in agreement on acquisition price. This will be added to the regular meeting agenda for final consideration.

Motion was made by Clpn. Napier and seconded by Clpn. Vitelli to open the meeting. All members present voted aye. Motion carried.

2. Review and Approve the OCWS Agenda

The agenda was approved as presented.

3. Review the Regular City Council Meeting Agenda

Clpn. Armon asked in regards to the list of claims to be paid – are purchases made locally. Director Carlson said staff does buy locally, such as from Menards, as much as is practical.

The agenda was approved with the following additions:

- 13.B. Consider Robert Street Property Acquisition; and
- Under Councilmember Comments, Clpn. Napier will mention the upcoming MnDOT Highway 110 project and Clpn. Vitelli will mention that Absentee Voting is open to the public and ballots are available online, through Dakota County and the Northern and Southern Service Centers. Absentee ballots will not be available at City Hall.

4. Agenda

4.B. Review of 2015 Audit Report – Finance Director Joan Carlson

Director Carlson introduced Government Partner, Brad Falteysek, CPA, who specializes in assisting local governments to find creative ways to reduce costs and improve efficiencies. Director Carlson and Mr. Falteysek gave an overview of the 2015 audit process and findings.

Mr. Falteysek thanked Council for hiring the firm and working with them during the transition. There are quite a few projects and the process went well. Council and staff reviewed the management letter and financial results. He performs 15 to 20 audits and about 90% of the audits are clean such as West St. Paul's. There were seven categories of compliance to be tested: contracting and bidding, deposits and investments, conflict of interest, public indebtedness, claims and disbursements, miscellaneous provisions, and tax increment financing. The audit considered all of these listed categories. Audit documents can be obtained from the City Finance Director.

4.C. Discussion Regarding Strategy for Establishing City-Wide Sidewalk/Trail Assessment District and On-Street Bike Lanes/Sharrows

City Manager Matt Fulton gave an update. Last year it was estimated that the cost for a city-wide sidewalk/trail district could cost \$6 to \$7 million. This project would be done over a period of time. As part of the legislation cities are allowed to put forward a five year cap on projects. Thinking about this, Director Carlson, did some brainstorming and we proposed five year districts that overlap per year. There are different areas for school districts, businesses, and residents and there is still some tweaking to do. The special assessment district would allow people to pay 20 percent the first year and 40 percent the next year, up to 100 percent per year at which it stays for ten or so years. Then the assessment amount can go down. Conceptually we are looking to set this up and thinking of the appropriate price point and what the business rate would be and the nonprofit rate. When you build a sidewalk the whole community benefits so everyone pays for the benefit. Mayor Meisinger is not in favor of eliminating parking on Charlton. Manager Fulton said he just wanted to know if Council is in favor of a city wide assessment. And what the schedule might look like and how the overall plan might be implemented.

Comments:

- Mayor Meisinger would like to review a map of the current sidewalk and future sidewalk plan.
- Clpn. Vitelli is in favor but is also concerned about pulling away parking from people. Manager Fulton asked what would be some cheap approaches to bike lanes. Last year there was a group of heavy corridors and they emphasized lanes in West St. Paul. Dakota County does not allow bike lanes on county roads.
- Mayor Meisinger is in favor of a ghost lane like on Butler.
- Clpn Halverson said that part of what the group wanted was to educate the bikers and drivers. Manager Fulton said the group tried to introduce bike lanes and not take away parking. Manager Fulton indicated that on Bernard you would have a north bound lane and south you would have a sharrow. A similar thought could be done at Butler in the future. Livingston is wide enough and doesn't have a huge parking impact as is the same with Charlton. We will need to be sensitive to where a lot of parking is currently being done.

- Clpn. Napier said since Marie Ave. is kind of a pilot program – this is tough to swallow – no parking on both sides. He agrees bikes need a place but “no street parking” is new.
- Mayor suggested Smith Ave. having like lanes. Discussion regarding bike lane, park lane and drive lane. Clpn. Halverson explained the best practice approach and what we can do to get more designated bike trails in West St. Paul. This plan is a starting point. Mayor Meisinger indicated that a lot of the issues are awareness and education. Clpn. Halverson is in favor of holding some campaigns to educate the residents. Mayor Meisinger is not in favor of dedicated lanes two blocks apart. One is west and one is the other direction.
- Clpn. Armon would like to get something going. Director Beckwith explained that he believes the county could be open to discussion. Mayor Meisinger suggested mailing residents along Charlton to get some feedback. Let’s take one section as a test.
- Clpn. Halverson is in favor of the whole plan with all streets shown.
- Clpn. Vitelli said let’s start small.
- Clpn. Napier suggested an open house with the whole plan. Clpn. Vitelli is in favor.
- Manager Fulton said Livingston might be a good street to have bike lanes.
- Clpn. Vitelli suggested the map being placed in the next newsletter. Livingston connects to Marie and Mendota road and gives an alternative to Robert Street. Manager Fulton suggested using the newsletter and then having a community meeting. Let people react to it. It’s paint stripping and education to have a pedestrian friendly community. Manager Fulton will send out a map to those on Charlton with bike plan proposals and Dan Nowicki (City Marketing Specialist) will do some type of social media campaign and we can bring this back when Clpns. Bellows and Iago are present. Mayor Meisinger is in favor of a small target area rather than the entire city. Clpn. Napier said there are no homeowners on Livingston; however, Charlton has a lot of affected homeowners. Mayor would like copies of the maps. Clpn. Vitelli is concerned with Marie (east of).
- Mayor Meisinger asked Director Beckwith – how much sidewalk are we willing to do this year – what can your staff review each year? There needs to be more information.
- Clpn. Halverson said the trails accommodate bikers whereas sidewalks don’t. Clpn. Armon said he hopes that staff is applying for grants. Mayor Meisinger said look at the busier roads first. Clpn. Halverson said the group had identified priority areas. Mayor Meisinger would like the summary information the bike group presented and have this issue be revisited in a couple of weeks.

4.D. Net Ministries Update

This item is being removed and will be discussed at a future meeting.

4.E. Designation of Council Person to Attend East-West Transit Study Workshop

City Manager Matt Fulton gave an overview. Ben Boike has been sitting at these meetings and they are looking to have a policy maker on this committee. Clpn. Halverson said she would attend the meetings and report back to Council.

5. Adjourn

The open council work session adjourned at 6:10 p.m.

David Meisinger
Mayor
City of West St. Paul

**City of West St. Paul
City Council Meeting Minutes
June 27, 2016 at 6:30 p.m.**

1. Call to Order

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

2. Roll Call

Mayor David Meisinger and Councilmembers Pat Armon, Dave Napier, Jenny Halverson and Dick Vitelli. Clpns. Ed Iago and John Bellows had an excused absence.

Others present: City Manager Matt Fulton, Attorney Korine Land, Finance Director Joan Carlson, Fire Chief Mike Pott, Police Chief Manila Shaver, Public Works Director Ross Beckwith, Community Development Director Jim Hartshorn and City Clerk Chantal Doriott.

3. Pledge of Allegiance

4. Adopt the Agenda

Motion was made by Clpn. Armon and seconded by Clpn. Halverson to approve the agenda adding item 13.B. to consider property acquisition on Robert Street and removal of the May 23, 2016 Open Council Work Session minutes. All members present voted aye. Motion carried.

5. OCWS Briefing

Mayor Meisinger gave an overview of the Open Council Work Session held prior to this meeting in which Council discussed:

- Held a Closed Session to consider a Robert Street property acquisition.
- 2015 Audit Review
- City-Wide Sidewalk/Trail Assessment District and On-Street Bike Lanes
- Net Ministries Update will be continued
- Clpn. Halverson volunteered to attend the East-West Transit Study Workshop and represent the City Council

6. Robert Street Review

Public Works Director Ross Beckwith gave an overview:

- North end of project has landscaping going on with 3 days left for summer plantings.
- West side focuses on Thompson to Wentworth behind Eureka.
- Eureka water and sewer work continues. We are on the last stretch of paving. Lighting will continue and it's nice to get the curbing done. Clpn. Napier asked if the rear entrance off Livingston to Arby's is permanent and office/business entrance closed. Arby's has a

plan to make this connection and it is permanent. The building to the north was just temporary for construction and is based on the approved Arby's plan.

- On the east side will there be as much muck? Staff is not sure but hopefully we are through the worst.
- Updated project costs through May total \$44,139,046 and includes much work. Clpn. Napier added that Clpns. Halverson, Vitelli and Napier testified at legislature. Also, Clpns. Vitelli and Halverson met with the Governor's Aide showing support for a special meeting scheduled.

7. Citizen Comments

No one wished to speak.

8. Council Comments

Clpn. Vitelli said this is an election year and the Primary will take place on August 9 and the General Election on November 8. All precincts remain the same this year as in 2012. There will be no absentee voting at City Hall but the citizens will be able to absentee vote, without an excuse, at the Northern Government Center at 1 Mendota Road or on the county or state websites.

Clpn. Napier explained that in 2017 MnDOT will be starting a major reconstruction project of Highway 110 and includes a lot of West St. Paul citizens. More information will be given as the project gets underway.

Mayor Meisinger attended a bike rodeo last Saturday. The event taught kids how to wear a bike helmet and why and how to ride their bikes safely on the streets.

Clpn. Armon reminded all of the Golden Rule – “treat your neighbors like you would want to be treated”. Make sure you pay attention to your dogs, motorcycles, music, noise, etc. Police Chief Shaver said if you are a dog owner you are required to license and vaccinate your dog. If you don't have a fence you must keep your dog on a leash. You also need to keep your dog on a leash or chain when off your property.

Clpn. Halverson explained there may have been foxes spotted and typically animal control will handle this and police will assist with the wild animal issue. Registration for the Color Dash, a fun race that is part of the Art on the Avenue event, was filled in a day. Art on the Avenue will be held July 23 at Doddway Park and along Smith Avenue from Butler to Annapolis.

9. Proclamations, Presentations and Recognitions

A. Recognition of State High School Champions, the Henry Sibley Baseball Team!

The Mayor welcomed the Henry Sibley Warriors and their friends and family and read the attached proclamation which proclaimed Henry Sibley Warriors Baseball Team Day on June 27, 2016. The Henry Sibley Warriors Baseball Team finished off a remarkable late season run with

an 8-4 victory over Mahtomedi to win the State Class 3A Baseball Championship on June 20, 2016.

10. Consent Agenda

- A. Meeting Minutes – Regular Council meeting and OCWS of May 23, 2016
- B. List of Claims
- C. May 2016 General Fund Budget Report
- D. Resolution No. 16-55 Declare Property as Surplus
- E. Council Report - City Licensing
- F. Rental Licensing
- G. Resolution No. 16-56 2016 Election Judge Appointment
- H. Request by Target to Complete Parking Lot Improvements Overnight
- I. Resolution No. 16-57 Minnesota Court Data Services Agreement
- J. Resolution No. 16-58 Appointing MnDOT to Act as City's Agent in Accepting Federal Aid for CP 14-6
- K. Approve Plans and Specifications and Authorize Advertising for Bid on CP 14-6

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

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

Community Development Director Jim Hartshorn gave an overview. The applicant is proposing to 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.

Comments:

- Rental density question asked - density does not apply for this item. Clpn. Halverson asked Attorney Land for clarification of a Conditional Use Permit. It is basically a special use allowed but it might need some additional appropriate conditions. Clpn. Halverson's issue is that we have a deluge of people saying that they want something different; a larger focus. If we want to see change in terms of public safety and development we should look at issues involving crime and police calls. She looks at the number of renters in West St. Paul which is about 40%. Police Chief Shaver thinks a higher level of police calls happen in commercial areas and rental areas. This is why Clpn. Halverson is concerned about this item. Clpn. Napier said this is definitely a property we could have purchased but we didn't. The property needs a lot of work. Clpn. Napier has reservations but it is zoned for rental. This item is conditional use for a duplex and is zoned R4. Director Hartshorn said the property is large enough for a three-plex. They are not

changing the current footprint. The property has been vacant for a few years. The applicant is resent. Donavon Tate purchased the property in March and he currently lives in St. Paul. This is his first investment property. He considers it a long term investment and he may live there eventually. They are looking to do an extensive amount of landscape and to beautify the property. The park across the street is a good sell. It is zoned R4 and could house six units but they plan on making this a duplex. Mayor said your investment will clean up a blighted property. Clpn. Vitelli said be a good landlord please. Clpn. Napier said it is nice to hear your story and how you want to invest. Clpn. Armon asked about square footage. Clpn. Halverson thanked him for his investment and commitment.

Public hearing opened at 7:04 p.m.

No one present wished to speak.

Public hearing closed at 7:04 p.m.

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to adopt Resolution No. 15-59 approving a Conditional use Permit to allow a two-family home in an R4 District at 217 Bernard Street West (Donovan Tegg). 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 (continued from 5/23/16)

Mayor Meisinger gave an overview saying this item was continued from the May 23 Council meeting to allow staff to meet with the neighboring property owner. Staff extended the 60 day timeline to render a decision and has until August 19 to make final consideration.

Public hearing opened 7:07 p.m.

No one present wished to speak.

Public hearing closed at 7:07 p.m.

Motion was made by Clpn. Napier and seconded by Clpn. Vitelli to approve the Conditional Use Permit for 1365 Bidwell Street . All members present voted aye. Motion carried.

12. New Business

A. Approve City Requests to the Dakota County Capital Improvement Program

Director Ross Beckwith gave an overview. 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. Council reviewed nine projects projected by the County (detailed in the agenda packet and available online). 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.

Comments:

- Is this something we can incorporate with our bike lane requests? At Wentworth we could; however, the rest of these the curb lines are established. We could start the conversation.
- Clpn. Armon is uncomfortable with the roundabout at Wentworth and Oakdale. It's too close to houses and driveways.

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier to approve the recommended project requests for Dakota County's consideration into their 2017 to 2021 Capital Improvement Plan. All members present voted aye. Motion carried.

B. Temporary Rental License - 1086 Humboldt Ave

Community Development Director Jim Hartshorn gave an overview. There is one requirement not being met - the property is not for sale. 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.

Comments:

- Clpn. Halverson is in favor of staff's recommendation. We have a reason for the ordinance and she supports said. She is not in favor of the request.
- Clpn. Napier supports staff's finding.
- Lisa Rodriguez spoke and said the reason for the temporary rental license is because there is a lien against the title. They tried to work with the mortgage company and they are not allowed to sell the property. Have you spoke with any real estate agents? No. She said financially they are not in a position to sell at this time. They will be assisting her husband's family out of state and this is in their best interest – to apply for the temporary rental license. They are hoping to rent and take care of the title issues or move back here or sell the property. Mayor Meisinger said he is sympathetic; unfortunately, there does not seem to be enough support from Council this evening.
- Clpn. Armon asked if under the circumstance is there a more generous way to deal with this issue. Can we return some of the applicant's application fee?

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to deny the temporary rental license for 1086 Humboldt Avenue. All members present voted in favor of the denial. Motion carried.

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

Community Development Director Jim Hartshorn gave an overview. 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.

Alex Eaton, owner and property management of these 32 units is excited to get started on this process and project. He inherits the leases of the previous owner and some are month-to-month but half of the properties will "term out" in 6 to 8 months. He has a two-page plan outlined in the council packet and available online.

Comments:

- Mayor Meisinger said we appreciate your investment in West St. Paul and this property.
- Clpn. Napier echoed the same sentiments.
- Clpn. Armon is appreciative as well and he hopes Mr. Easton will continue to work with staff. On 141 Bernard - how does the ownership work? The association has the title to that property and Mr. Eaton does not know if there are any other liens on this property. He is potentially exploring the addition of parking or to sell the property.
- 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 rental units.
- Clpn. Halverson said the units will be market rate? Yes, typically there are a couple of people on Section 8 and they will not evict them.
- Clpn. Vitelli asked if it's possible to make the association whole again? You are limited with no parking on Robert St. and parking is a bit of a hardship in this area. Mr. Eaton said he is working on some things regarding this issue.

Motion was made by Clpn. Armon and seconded by Clpn. Napier to approve the rental license for units at 966 and 976 Robert Street South as outlined in the staff report dated June 27, 2016. All members present voted aye. Motion carried.

D. Options for addressing properties coming into I/I compliance between April 11 - May 26

City Manager Matt Fulton gave an overview. At the April 11th Open Council Work Session Council discussed making modifications to the I/I program. The staff report regarding this discussion included a recommended step of notifying impacted properties, via a letter, 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 the May 23rd Open Council Work Session, a letter was sent out indicating that property owners could wait until new ordinance provisions were adopted to move forward with their I/I corrections.

Councilmembers reviewed four options based on the estimated 40 properties that this issue relates to, including:

1. Do nothing.
2. Reimburse the costs from partial reimbursement to full reimbursement.
3. Reduce the assessment interest rate.
4. Extend the assessment period from 10 years to 15 years.

Comments:

- Clpn. Napier said the only option to be fair is to extend the assessment period. He is in favor of the 4th option.
- Clpn. Vitelli is in favor of option 4.
- Clpn. Halverson asked if they would consider option 3 and 4. Finance Director Carlson said it might be the same amount but might be less. Clpn. Halverson said it is unfair - we promised to do something and we didn't. We should consider a reduction in interest rate and terms of years.
- Question to Attorney Land - is the city liable? This plan has changed. Ms. Land said however, if the city was going to send out a letter it was a courtesy. There has been a lot of communication with the property owners to keep informed of the issues and project.
- Mayor Meisinger said it is an unfortunate situation. Manager Fulton said one idea is to consider deferring assessments and tie it to the point of sale. We could convert this to the same situation everyone else is in - you pay the special assessment when you sell the property.
- Clpn. Napier said the deferment is nice but you will pay this eventually, including interest which can add up. Interest accumulates every year until it is paid in full. Clpn. Napier added one item that has not changed - everyone needs to come into compliance.
- Mayor Meisinger asked that Director Carlson add various scenarios for Council to consider at the next meeting.
- Yvonne Klocek, 993 Cherokee, what are options available to people who have paid it all off? Clpn. Napier asked Director Carlson to consider this scenario as well.

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to continue to review this issue and the special assessment deferral. All members present voted aye. Motion carried.

13. Old Business

13. A. Permit Parking

Police Chief Shaver gave an overview and update. This zoning ordinance amendment has had a first reading and a public hearing and it can be voted on this evening if the Council so chooses. 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.

Comments:

- Sherman property to the north side of the building was discussed. Director Hartshorn said he is waiting for an agreement with Sherman addressing the issue. There could be 12 to 14 temporary parking spots that will be available after construction is complete this year.
- Clpn. Halverson said it is important for us to have this as a tool. It is Council's discretion to approve an application.
- Clpn. Vitelli said we need to figure out the fees. This will be done during review of the fee schedule.
- Michelle T. Pivec, 998 Livingston, said the two properties most impacted by this situation and is in favor of the proposed and hopes there is approval of the ordinance amendment.

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to approve the amendment for Ordinance 16-08 amending Section 72.05 of the City Code regarding General Parking Restrictions. All members present voted aye. Motion carried.

13.B. Consider Acquisition of Parcel 93, Part of the Robert Street Project

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to approve acquisition of Parcel 93 as presented which is part of the Robert Street project. All members present voted aye. Motion carried.

14. Adjourn

Motion was made by Clpn. Napier and seconded by Clpn. Halverson to adjourn the meeting at 7:48 p.m. All members present voted aye. Motion carried.

David Meisinger
Mayor
City of West St. Paul

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



City of West St. Paul

BACKGROUND INFORMATION:

Invoices to be paid

FISCAL IMPACT:

\$845,720.65

STAFF RECOMMENDATION:

Approve payment of attached

CITY OF WEST ST PAUL

**Summary of List of Claims
Council Meeting of July 11, 2016**

PAYROLL CHECK REGISTER:

Payroll Period	6/20/16 - 7/3/16	
Date Paid	7/8/2016	\$154,898.82
Direct Deposit		

Payroll Period		
Date Paid		
Direct Deposit		

TOTAL NET PAYROLL

\$154,898.82

DISBURSEMENT CHECK REGISTER:

Checks	122197 - 122261	\$472,368.53
EFTS	891 - 902	\$218,453.30

TOTAL DISBURSEMENT CHECKS

\$690,821.83

TOTAL PAYROLL, DISBURSEMENTS, ACH AND WIRE TRANSFERS

\$845,720.65

Payment Register

From Payment Date: 6/29/2016 - To Payment Date: 7/11/2016

Number	Date	Payee Name	Transaction Amount
AP - Accounts Payable			
<u>Check</u>			
122197	06/29/2016	LEVANDER, GILLEN & MILLER	\$20,910.26
122198	07/11/2016	A R I MECHANICAL	\$1,182.50
122199	07/11/2016	ADVANTAGE SIGNS & GRAPHICS	\$1,079.85
122200	07/11/2016	ANDERSON/DAVID	\$179.99
122201	07/11/2016	B T DESIGN	\$156.00
122202	07/11/2016	BOND TRUST SERVICES	\$1,800.00
122203	07/11/2016	BOUND TREE MEDICAL LLC	\$603.34
122204	07/11/2016	CAPITOL BEVERAGE SALES	\$153.00
122205	07/11/2016	CENTURYLINK	\$644.81
122206	07/11/2016	CITY AUTO GLASS	\$256.25
122207	07/11/2016	COMCAST	\$1,002.59
122208	07/11/2016	CROSSTOWN MECHANICAL	\$639.59
122209	07/11/2016	CUB FOODS	\$116.39
122210	07/11/2016	CUSHMAN MOTOR COMPANY	\$43.40
122211	07/11/2016	DAKOTA COUNTY FINANCIAL SERV	\$1,329.81
122212	07/11/2016	DOLAN/RITA	\$112.00
122213	07/11/2016	DORIOTT, CHANTAL	\$58.06
122214	07/11/2016	EXCEL TURF & ORNAMENTAL	\$657.28
122215	07/11/2016	FOTH INFRASTRUCTURE & ENVIRO	\$3,329.04
122216	07/11/2016	GADE, MARC	\$30.00
122217	07/11/2016	GRAINGER INC	\$157.16
122218	07/11/2016	GRAMLING, VINCE	\$941.25
122219	07/11/2016	HARTSHORN, JIM	\$214.38
122220	07/11/2016	HENNEPIN COUNTY WARRANTS	\$156.00
122221	07/11/2016	INVER GROVE FORD	\$119.67
122222	07/11/2016	KEEPSRS, INC	\$5,136.61
122223	07/11/2016	KENNEDY & GRAVEN	\$88,641.44
122224	07/11/2016	KREMER SERVICES, LLC	\$175.90
122225	07/11/2016	LANGUAGE LINE SERVICES	\$72.14
122226	07/11/2016	LE/SHERRIE	\$153.69
122227	07/11/2016	LEVANDER, GILLEN & MILLER	\$21,915.75
122228	07/11/2016	LILLIE SUBURBAN NEWSPAPERS	\$246.66
122229	07/11/2016	LOGIS	\$2,713.00
122230	07/11/2016	LOUKA, LLC	\$318.00
122231	07/11/2016	LYONS, RODNEY	\$227.50
122232	07/11/2016	MALERICH, DANETTE	\$110.00
122233	07/11/2016	MARCO, INC	\$556.53
122234	07/11/2016	MENARDS	\$147.28
122235	07/11/2016	MN GLOVE	\$200.00
122236	07/11/2016	MN LOCKS	\$14.00
122237	07/11/2016	MOTOROLA	\$3,397.00
122238	07/11/2016	MY ALARM CENTER	\$114.75
122239	07/11/2016	NOWICKI, DAN	\$14.99
122240	07/11/2016	O'REILLY AUTOMOTIVE, INC	\$32.97
122241	07/11/2016	PFLUGER, JAMES	\$50.00
122242	07/11/2016	RAWLINGS, AUDRA	\$369.45
122243	07/11/2016	REGENCY BUSINESS SOLUTIONS	\$203.84
122244	07/11/2016	SAFETY KLEEN CORPORATION	\$178.72
122245	07/11/2016	SAM'S CLUB DIRECT	\$331.19
122246	07/11/2016	SCHLOMKA SERVICES INC	\$1,540.00

Payment Register

From Payment Date: 6/29/2016 - To Payment Date: 7/11/2016

122247	07/11/2016	SEWALD/TIM	\$23.71
122248	07/11/2016	SFDMG, LLC	\$6,421.94
122249	07/11/2016	SKB ENVIRONMENTAL	\$258.94
122250	07/11/2016	SOUTH METRO FIRE DEPT	\$254,232.34
122251	07/11/2016	STEVEN WALL APPRAISALS	\$4,500.00
122252	07/11/2016	SUNGARD PUBLIC SECTOR	\$34,200.00
122253	07/11/2016	T - MOBILE	\$1,580.03
122254	07/11/2016	TROJE'S TRASH PICK-UP SERVICE	\$90.40
122255	07/11/2016	TWIST OFFICE PRODUCTS	\$48.28
122256	07/11/2016	UNIFORMS UNLIMITED	\$1,842.77
122257	07/11/2016	VAIL/STEVE	\$3,224.00
122258	07/11/2016	VAN ORDEN, VANESSA	\$887.35
122259	07/11/2016	VENER/TRACY	\$34.04
122260	07/11/2016	VOYANT COMMUNICATIONS, LLC	\$2,163.70
122261	07/11/2016	WSB & ASSOCIATES	\$127.00
Type Check Totals:			<u>\$472,368.53</u>

EFT

891	06/24/2016	ANCHOR BANK OF W. ST PAUL	\$51,777.15
892	06/24/2016	I C M A	\$150.00
893	06/24/2016	MII LIFE --- VEBA	\$3,091.92
894	06/24/2016	MN DEPARTMENT OF REVENUE	\$10,590.28
895	06/24/2016	MSRS - 457	\$1,865.00
896	06/24/2016	MSRS HCSP	\$2,143.81
897	06/24/2016	PUBLIC EMPLOYEES RETIRMNT	\$44,575.46
898	06/24/2016	PUBLIC EMPLOYEES RETIRMNT	\$372.16
899	06/24/2016	SW/WC SERVICE COOPERATIVE	\$94,681.00
900	06/30/2016	SELECTACCOUNT	\$574.25
901	06/30/2016	SELECTACCOUNT	\$1,500.45
902	06/30/2016	I C M A RETIREMENT TRUST-457	\$7,131.82
Type EFT Totals:			<u>\$218,453.30</u>

TOTAL CHECKS & EFTS

\$690,821.83

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



City of West St. Paul

BACKGROUND INFORMATION:

Attached is the Investment Report for May 2016.

FISCAL IMPACT:

There is no fiscal impact.

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the May 2016 Investment Report.



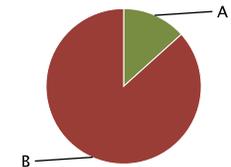
Portfolio holdings

as of June 02, 2016

Summary of Portfolio Holdings

	Cost basis (\$)	Value on 06/02/2016 (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of portfolio
A Cash	1,113,315.63	1,113,315.63	0.00	0.00%	4,341.93	0.39%	13.34%
Cash	1,113,315.63	1,113,315.63	0.00	0.00%	4,341.93	0.39%	13.34%
B Fixed Income	6,947,288.75	7,229,975.67	80,920.02	1.16%	118,805.00	1.64%	86.66%
US	6,462,288.75	6,736,887.07	72,831.41	1.13%	110,537.50	1.64%	80.75%
International	485,000.00	493,088.60	8,088.61	1.67%	8,267.50	1.68%	5.91%
C Equity	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00%
D Commodities	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00%
E Non-Traditional	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00%
F Other	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00%
Total Portfolio	\$8,060,604.38	\$8,343,291.30	\$80,920.02	1.00%	\$123,146.93	1.48%	100%

Balanced mutual funds are allocated in the 'Other' category





Portfolio holdings - as of June 02, 2016 (continued)

Details of portfolio holdings

	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of asset class	% of portfolio
Total Portfolio	\$8,060,604.38	\$8,343,291.30	\$80,920.02	1.00%	\$123,146.93	1.48%	100%	100%

Cash	Quantity	Purchase price (\$)/Avg Price	Price on 06/02/2016 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Cash	% of portfolio
Cash											
UBS BANK USA DEPOSIT ACCOUNT	2.63	1.00	1.00	2.63	2.63	0.00	0.00%	0.00	0.00%	0.00%	0.00%
UBS SELECT PRIME INSTITUTIONAL FUND	1,113,315.63	1.00	1.00	1,113,315.63	1,113,315.63	0.00	0.00%	4,341.93	0.39%	100.00%	13.34%
Client investment: \$0.00 Reinvested dividends: \$1,113,315.63 Investment return: \$1,113,315.63 (0%)											
USD CASH	-2.63	1.00	1.00	-2.63	-2.63	0.00	0.00%	0.00	0.00%	0.00%	0.00%
Total Cash				\$1,113,315.63	\$1,113,315.63	\$0.00	0.00%	\$4,341.93	0.39%	100.00%	13.34%

Total Cash				\$1,113,315.63	\$1,113,315.63	\$0.00	0.00%	\$4,341.93	0.39%	100.00%	13.34%
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Fixed Income	Quantity	Purchase price (\$)/Avg Price	Price on 06/02/2016 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Fixed Income	% of portfolio
US											
ALLY BK UT US RT 00.9000% MAT 08/22/16 FIXED RATE CD	240,000.00	100.00	100.10	240,000.00	240,846.02	846.02	0.35%	2,160.00	0.90%	3.33%	2.89%
AMERICAN EXPRESS C NY US RT 02.1000% MAT 10/17/18 FIXED RATE CD	240,000.00	100.00	102.08	240,000.00	245,634.38	5,634.38	2.35%	5,040.00	2.06%	3.40%	2.94%
AMERICAN EXPRESS F UT US RT 02.0000% MAT 07/24/19 FIXED RATE CD	240,000.00	100.00	102.36	240,000.00	247,380.79	7,380.79	3.08%	4,800.00	1.95%	3.42%	2.97%
BANK OF HAMPTON RO VA US RT 01.0000% MAT 09/27/17 FIXED RATE CD	240,000.00	100.00	100.15	240,000.00	240,810.15	810.15	0.34%	2,400.00	1.00%	3.33%	2.89%
BANKUNITED FSB FL US RT 01.1000% MAT 02/20/18 FIXED RATE CD	200,000.00	0.00	100.56	0.00	201,766.90	0.00	0.00%	2,200.00	1.09%	2.79%	2.42%
BARCLAYS BK DE US RT 02.1000% MAT 07/23/19 FIXED RATE CD	245,000.00	100.00	102.33	245,000.00	252,545.26	7,545.26	3.08%	5,145.00	2.05%	3.49%	3.03%



Portfolio holdings - as of June 02, 2016 (continued)

Fixed Income	Quantity	Purchase price (\$)/ Avg Price	Price on 06/02/2016 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Fixed Income	% of portfolio
US											
BK OF NORTH CAROLI ME US RT 01.0000% MAT 01/30/17 FIXED RATE CD	200,000.00	100.00	100.28	200,000.00	200,736.82	736.82	0.37%	2,000.00	1.00%	2.78%	2.41%
BMW BANK NORTH AME UT US RT 02.1500% MAT 12/10/19 FIXED RATE CD	240,000.00	100.00	103.10	240,000.00	249,913.97	9,913.97	4.13%	5,160.00	2.09%	3.46%	3.00%
CAPITAL ONE BK VA US RT 02.1000% MAT 10/01/19 FIXED RATE CD	245,000.00	100.00	102.34	245,000.00	251,606.95	6,606.95	2.70%	5,145.00	2.05%	3.48%	3.02%
CIT BK SALT LAKE C UT US RT 02.1000% MAT 11/13/19 FIXED RATE CD	240,000.00	100.00	102.72	240,000.00	246,792.16	6,792.16	2.83%	5,040.00	2.04%	3.41%	2.96%
COMENITY BANK DE US RT 01.3500% MAT 12/12/17 FIXED RATE JUMBO CD	200,000.00	100.00	100.16	200,000.00	200,537.92	537.92	0.27%	2,700.00	1.35%	2.77%	2.40%
COMPASS BANK AL US RT 01.3000% MAT 12/11/17 FIXED RATE CD	245,000.00	100.00	100.42	245,000.00	247,572.13	2,572.13	1.05%	3,185.00	1.29%	3.42%	2.97%
FFCB BOND 01.900 % DUE 121721 DTD 121712 FC 06172013	500,000.00	100.00	99.31	500,000.00	500,904.17	904.17	0.18%	9,500.00	1.91%	6.93%	6.00%
FIRST BK HIGHLAND IL US RT 01.9500% MAT 07/24/19 FIXED RATE CD	240,000.00	100.00	100.20	240,000.00	240,987.25	987.25	0.41%	4,680.00	1.95%	3.33%	2.89%
FNMA NTS 01.000 % DUE 122617 DTD 122612 FC 06262013	250,000.00	100.00	100.00	250,000.00	251,085.83	1,085.83	0.43%	2,500.00	1.00%	3.47%	3.01%
GE CAPITAL BANK UT US RT 01.3500% MAT 08/29/17 FIXED RATE CD	240,000.00	100.00	100.46	240,000.00	241,936.01	1,936.01	0.81%	3,240.00	1.34%	3.35%	2.90%
GOLDMAN SACHS BANK NY US RT 02.0500% MAT 07/23/19 FIXED RATE CD	200,000.00	100.00	102.21	200,000.00	205,881.51	5,881.51	2.94%	4,100.00	2.01%	2.85%	2.47%
GOLDMAN SACHS BANK UT US RT 01.8500% MAT 08/31/16 FIXED RATE CD	40,000.00	100.00	100.33	40,000.00	40,320.98	320.98	0.80%	740.00	1.84%	0.56%	0.48%
HSBC BANK , NA DE US RT 01.2500% MAT 03/30/20 STEP RATE CD	240,000.00	100.00	100.10	240,000.00	240,237.60	237.60	0.10%	3,000.00	1.25%	3.32%	2.88%
JPMORGAN CHASE & C DE US RT 01.2500% MAT 11/30/18 FIXED RATE CD	200,000.00	100.00	100.18	200,000.00	200,378.55	378.55	0.19%	2,500.00	1.25%	2.77%	2.40%
NEW YORK CITY TRANSITION TAX C-3 RV BE/R/ 1.280 110118 DTD 120412	500,000.00	100.00	99.94	500,000.00	500,266.11	266.11	0.05%	6,400.00	1.28%	6.92%	6.00%



Portfolio holdings - as of June 02, 2016 (continued)

Fixed Income	Quantity	Purchase price (\$)/ Avg Price	Price on 06/02/2016 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Fixed Income	% of portfolio
US											
SALLIE MAE BK UT US RT 01.5000% MAT 10/10/17 FIXED RATE CD	240,000.00	100.00	100.83	240,000.00	242,514.74	2,514.74	1.05%	3,600.00	1.49%	3.35%	2.91%
SUN NATL BK NJ US RT 01.0000% MAT 10/03/17 FIXED RATE CD	240,000.00	100.00	100.20	240,000.00	240,661.09	661.09	0.28%	2,400.00	1.00%	3.33%	2.88%
THIEF RIVER FALLS MN TAX SR B BE/RV 3.000 020125 DTD 060112	375,000.00	101.68	101.33	381,288.75	383,772.50	2,483.75	0.65%	11,250.00	2.96%	5.31%	4.60%
THIRD FED S&L ASSN OH US RT 02.0000% MAT 11/25/19 FIXED RATE CD	247,000.00	100.00	102.69	247,000.00	253,763.64	6,763.64	2.74%	4,940.00	1.95%	3.51%	3.04%
TWO RIVERS ST BK NE US RT 01.2500% MAT 07/18/19 FIXED RATE CD	169,000.00	100.00	100.02	169,000.00	169,127.38	127.38	0.08%	2,112.50	1.25%	2.34%	2.03%
WORLD'S FOREMOST B NE US RT 02.3000% MAT 08/06/20 FIXED RATE JUMBO CD	200,000.00	100.00	99.28	200,000.00	198,906.26	-1,093.73	-0.55%	4,600.00	2.32%	2.75%	2.36%
Total US				\$6,462,288.75	\$6,736,887.07	\$72,831.41	1.13%	\$110,537.50	1.64%	93.18%	80.75%
International											
ORIENTAL BANK PR RT 01.2500% MAT 08/31/17 FIXED RATE CD	240,000.00	100.00	100.45	240,000.00	241,091.64	1,091.64	0.45%	3,000.00	1.24%	3.33%	2.89%
STATE BK OF INDIA NY US RT 02.1500% MAT 09/11/19 FIXED RATE CD	245,000.00	100.00	102.37	245,000.00	251,996.96	6,996.97	2.86%	5,267.50	2.10%	3.49%	3.02%
Total International				\$485,000.00	\$493,088.60	\$8,088.61	1.67%	\$8,267.50	1.68%	6.82%	5.91%
Total Fixed Income				\$6,947,288.75	\$7,229,975.67	\$80,920.02	1.16%	\$118,805.00	1.64%	100.00%	86.66%
Total Portfolio				\$8,060,604.38	\$8,343,291.30	\$80,920.02	1.00%	\$123,146.93	1.48%	100%	100%

Total accrued interest (included in market values): \$26,700.53



Disclosures applicable to accounts at UBS Financial Services Inc.

This section contains important disclosures regarding the information and valuations presented here. This report presents information since December 31, 2002. This report does not include complete account activity or performance of your accounts before this date. All information presented is subject to change at any time and is provided only as of the date indicated. The information in this report is for informational purposes only and should not be relied upon as the basis of an investment or liquidation decision. UBS FS accounts statements and official tax documents are the only official record of your accounts and are not replaced, amended or superseded by any of the information presented in these reports.

UBS FS offers a number of investment advisory programs to clients, acting in our capacity as an investment adviser, including fee-based financial planning, discretionary account management, non-discretionary investment advisory programs, and advice on the selection of investment managers and mutual funds offered through our investment advisory programs. When we act as your investment adviser, we will have a written agreement with you expressly acknowledging our investment advisory relationship with you and describing our obligations to you. At the beginning of our advisory relationship, we will give you our Form ADV brochure(s) for the program(s) you selected that provides detailed information about, among other things, the advisory services we provide, our fees, our personnel, our other business activities and financial industry affiliations and conflicts between our interests and your interests.

Please review the report content carefully and contact your Financial Advisor with any questions.

The account listing may or may not include all of your accounts with UBS FS. The accounts included in this report are listed under the "Accounts included in this review" shown on the first page or listed at the top of each page.

Portfolio: For purposes of this report "portfolio" is defined as all of the accounts presented on the cover page or the header of this report and does not necessarily include all of the client's accounts held at UBS FS or elsewhere.

Percentage: Portfolio (in the "% Portfolio" column) includes all holdings held in the account(s) selected when this report was generated. Broad asset class (in the "% broad asset class" column) includes all holdings held in that broad asset class in the account(s) selected when this report was generated.

Tax lots: This report displays security tax lots as either one line item (i.e., lumped tax lots) or as separate tax lot level information. If you choose to display security tax lots as one line item, the total cost equals the total value of all tax lots. The unit cost is an average of the total cost divided by the total number of shares. If the shares

were purchased in different lots, the unit price listed does not represent the actual cost paid for each lot. The unrealized gain/loss value is calculated by combining the total value of all tax lots plus or minus the total market value of the security.

If you choose to display tax lot level information as separate line items on the Portfolio Holdings report, the tax lot information may include information from sources other than UBS FS. The Firm does not independently verify or guarantee the accuracy or validity of any information provided by sources other than UBS FS. As a result this information may not be accurate and is provided for informational purposes only. Clients should not rely on this information in making purchase or sell decisions, for tax purposes or otherwise. See your monthly statement for additional information.

Pricing: All securities are priced using the closing price reported on the last business day preceding the date of this report. Every reasonable attempt has been made to accurately price securities; however, we make no warranty with respect to any security's price. Please refer to the back of the first page of your UBS FS accounts statement for important information regarding the pricing used for certain types of securities, the sources of pricing data and other qualifications concerning the pricing of securities. To determine the value of securities in your account, we generally rely on third party quotation services. If a price is unavailable or believed to be unreliable, we may determine the price in good faith and may use other sources such as the last recorded transaction. When securities are held at another custodian or if you hold illiquid or restricted securities for which there is no published price, we will generally rely on the value provided by the custodian or issuer of that security.

Cash: Cash on deposit at UBS Bank USA is protected by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 in principal and accrued interest per depositor for each ownership type. Deposits made in an individual's own name, joint name, or individual retirement account are each held in a separate type of ownership. Such deposits are not guaranteed by UBS FS. More information is available upon request.

Margin: The quantity value may indicate that all or part of this position is held on margin or held in the short account. When an account holds a debit balance, this debit balance is incorporated into the account's total market value and deducted from the total value. When calculating the percent of portfolio on each security, the percentage will be impacted by the total market value of the account. Therefore, if the account's market value is reduced by a debit value of a holding the percent of portfolio will be greater and if the account's market value is increased by a holding then the percent of portfolio will be less.

Mutual Fund Asset Allocation: If the option to

unbundle balanced mutual funds is selected and if a fund's holdings data is available, mutual funds will be classified by the asset class, subclass, and style breakdown of their underlying holdings. Where a mutual fund or ETF contains equity holdings from multiple equity sectors, this report will proportionately allocate the underlying holdings of the fund to those sectors measured as a percentage of the total fund's asset value as of the date shown.

This information is supplied by Morningstar, Inc. on a monthly basis to UBS FS based on data supplied by the fund which may not be current. Mutual funds change their portfolio holdings on a regular (often daily) basis. Accordingly, any analysis that includes mutual funds may not accurately reflect the current composition of these funds. If a fund's underlying holding data is not available, it will be classified based on its corresponding overall Morningstar classification. All data is as of the date indicated in the report.

Equity Style: The Growth, Value and Core labels are determined by Standard and Poor's using a price-to-book ratio methodology. The Growth, Value and Core labels are based on how a company's price-to-book ratio compares to the median price-to-book ratio for its industry based on the company's assigned Industry Sector. If the company's ratio is greater than or equal to the industry median, it is classified as a growth stock. If the company's ratio is less than the industry median, it is classified as a value stock. If a security includes both growth and value attributes, it is classified as a core stock. If price-to-book is not available or the industry's median is not available, this item will be Unclassified.

Equity Capitalization: Market Capitalization is defined as the number of shares outstanding times the market value. Equity securities are classified as Large Cap if they have a capitalization of 8 billion or above. Securities with capitalization between 1.8 and 7.9 billion are classified as Mid Cap. Securities with capitalization below 1.79 billion are classified as Small Cap. Unclassified securities are those for which no capitalization is available or applicable.

Equity Sectors: The Equity sector analysis may include a variety of accounts, each with different investment and risk parameters. As a result, the overweighting or underweighting in a particular sector or asset class should not be viewed as an isolated factor in making investment/liquidation decisions; but should be assessed on an account by account basis to determine the overall impact on the account's portfolio.

Classified Equity: Classified equities are defined as those equities for which the firm can confirm the specific industry and sector of the underlying equity instrument.

Estimated Annual Income: The Estimated Annual Income is the annualized year to date per share dividends paid and multiplied by the quantity of shares held in the selected account(s).

Current Yield: Current yield is defined as the estimated annual income divided by the total market value.

Credit/Event Risk: Investments are subject to event risk and changes in credit quality of the issuer. Issuers can experience economic situations that may have adverse effects on the market value of their securities.

Interest Rate Risk: Bonds are subject to market value fluctuations as interest rates rise and fall. If sold prior to maturity, the price received for an issue may be less than the original purchase price.

Reinvestment Risk: Since most corporate issues pay interest semiannually, the coupon payments over the life of the bond can have a major impact on the bond's total return.

Accrued Interest: Interest that has accumulated between the most recent payment and the report date may be reflected in market values for interest bearing securities.

Gain/Loss: The gain/loss information may include calculations based upon non-UBS FS cost basis information. The Firm does not independently verify or guarantee the accuracy or validity of any information provided by sources other than UBS FS. In addition, if this report contains positions with unavailable cost basis, the gain/(loss) for these positions are excluded in the calculation for the Gain/(Loss). As a result these figures may not be accurate and are provided for informational purposes only. Clients should not rely on this information in making purchase or sell decisions, for tax purposes or otherwise. Rely only on year-end tax forms when preparing your tax return. See your monthly statement for additional information.

Account changes: At UBS, we are committed to helping you work toward your financial goals. So that we may continue providing you with financial advice that is consistent with your investment objectives, please consider the following two questions:

- 1) Have there been any changes to your financial situation or investment objectives?
- 2) Would you like to implement or modify any restrictions regarding the management of your account? If the answer to either question is "yes," it is important that you contact your Financial Advisor as soon as possible to discuss these changes. For MAC advisory accounts, please contact your investment manager directly if you would like to impose or change any investment restrictions on your account.

ADV disclosure: A complimentary copy of our current Form ADV Disclosure Brochure that describes the advisory program and related fees is available through your Financial Advisor. Please contact your Financial Advisor if you have any questions.



Disclosures applicable to accounts at UBS Financial Services Inc. (continued)

Important information for former Piper Jaffray and McDonald Investments clients:

As an accommodation to former Piper Jaffray and McDonald Investments clients, these reports include performance history for their Piper Jaffray accounts prior to August 12, 2006 and McDonald Investments accounts prior to February 9, 2007, the date the respective accounts were converted to UBS FS. UBS FS has not independently verified this information nor do we make any representations or warranties as to the accuracy or completeness of that information and will not be liable to you if any such information is unavailable, delayed or inaccurate.

For insurance, annuities, and 529 Plans, UBS FS relies on information obtained from third party services it believes to be reliable. UBS FS does not independently verify or guarantee the accuracy or validity of any information provided by third parties. Information for insurance, annuities, and 529 Plans that has been provided by a third party service may not reflect the quantity and market value as of the previous business day. When available, an "as of" date is included in the description.

Investors outside the U.S. are subject to securities and tax regulations within their applicable jurisdiction that are not addressed in this report. Nothing in this report shall be construed to be a solicitation to buy or offer to sell any security, product or service to any non-U.S. investor, nor shall any such security, product or service be solicited, offered or sold in any jurisdiction where such activity would be contrary to the securities laws or other local laws and regulations or would subject UBS to any registration requirement within such jurisdiction.

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TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: July 11, 2016
SUBJECT: May 2016 Bank Reconciliation



City of West St. Paul

BACKGROUND INFORMATION:

Attached is the summary bank reconciliation for May 2016.

FISCAL IMPACT:

There is no fiscal impact.

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the May 2016 bank reconciliation.

**CITY OF WEST ST. PAUL
BANK RECONCILIATION
May 31, 2016**

ANCHOR BANK BALANCE:

Ending Balance - Checking Account	\$	1,058,060.22
Deposits in Transit		13,753.32
Outstanding Disbursements & Checks		(492,514.79)
Voided Check		
Petty Cash		3,000.00
RECONCILED BALANCE	\$	<u>582,298.75</u>

CITY TREASURER'S BALANCE:

Previous Month's Reconciled Balance	\$	<u>(50,887.24)</u>
Daily Receipts Posted		2,293,552.99
Disbursement Checks Issued		(2,605,979.56)
Payroll Checks and Direct Deposits		(302,376.75)
Cash Journal Entries (net)		1,245,409.36
Adjustments:		
Reverse Prior Months Adj.		4,387.14
May Adjustment		(1,807.19)
RECONCILED BALANCE	\$	<u>582,298.75</u>

CASH ACCOUNT BALANCE:

	\$	584,105.94
Adjustments:		
		(1,807.19)
RECONCILED BALANCE	\$	<u>582,298.75</u>

CITY OF WEST ST. PAUL

05/31/16

FUND NUMBER AND NAME		CURRENT MONTH'S ACTIVITIES		
		BEGINNING BAL	NET REV / (EXP)	ENDING BAL
101	General Fund	422,692.72	(835,058.67)	(412,365.95)
209	Economic Development Authority	279,139.10	(12,193.94)	266,945.16
212	Insurance Fund	457,865.59	(11,743.28)	446,122.31
213	Innovation Fund	67,076.65	-	67,076.65
323	2006 GO Bonds	40,563.43	-	40,563.43
324	2008 GO Bonds	1,074.10	355.00	1,429.10
325	2009 GO Refunding Bonds	614,040.92	(8,550.00)	605,490.92
327	2008 Capital Note	606,601.33	-	606,601.33
328	2009 Capital Note	723,855.73	715.00	724,570.73
329	2012 GO Bonds	429,955.19	-	429,955.19
330	2013 GO Bonds	19,802.79	-	19,802.79
331	2014A GO Bonds	16,249.49	-	16,249.49
332	2014B GO Bonds	138,030.38	4,835.00	142,865.38
333	2015A Refunding Bonds	(166,490.85)	-	(166,490.85)
334	2015B Go Refunding Bonds	3,539.33	(10,400.00)	(6,860.67)
335	2015C Go Tax Increment Refunding	4,199.36	-	4,199.36
375	2005 G O TIF Bonds	(79,888.16)	-	(79,888.16)
401	Vehicle and Equipment Reserve	2,064,594.05	(34,275.28)	2,030,318.77
402	M S A Streets Fund	(895,115.41)	571,793.51	(323,321.90)
403	Street Maintenance Fund	812,167.53	-	812,167.53
409	Police and Fire PERA	230,209.02	-	230,209.02
411	Technology Replacement Fund	314,690.41	(8,811.03)	305,879.38
413	Parks Improvement Fund	(74,325.35)	251.55	(74,073.80)
415	Govt Facilities Cap Proj	444,677.41	(13,724.00)	430,953.41
450	TIF 1-1	1,216,259.82	-	1,216,259.82
451	TIF 1-2	247,914.32	(52.50)	247,861.82
452	TIF 1-3	(7,335.35)	(1,066.50)	(8,401.85)
453	Lowes TIF	90,397.71	-	90,397.71
551	Perm. Improv. Revolving Fund	121,388.22	(527,004.20)	(405,615.98)
600	Storm Sewer Utility	807,655.87	77,939.60	885,595.47
602	Public Utilities (Sewer) Fund	(370,980.99)	176,367.82	(194,613.17)
613	Golf Course Enterprise Fund	1,040.42	11,141.27	12,181.69
615	Civic Arena Enterprise Fund	163,771.58	45,137.63	208,909.21
616	Swimming Pool Enterprise Fund	(2,678.48)	(470.83)	(3,149.31)
617	Regional Athletic Center Fund	842,956.74	(44,580.11)	798,376.63
705	Investment Fund	(9,632,094.72)	1,250,000.00	(8,382,094.72)
CASH TOTAL ALL FUNDS		(46,500.10)	630,606.04	584,105.94

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: July 11, 2016
SUBJECT: Approve 2015 Audit and Annual Financial Reports



City of West St. Paul

BACKGROUND INFORMATION:

An audit of the City's 2015 finances was completed by the audit firm, Abdo, Eick & Meyers, LLC and presented to the Council at the June 27th OCWS. Tonight's action is for formal approval of the audit report and the 2015 Comprehensive Annual Financial Report (CAFR).

FISCAL IMPACT:

There is no fiscal impact.

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the 2015 Audit Report and CAFR.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Community Development Department
DATE: July 11, 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:

259 Roeller Ave (Single Family – New)

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Staff recommends City Council approve the license applications.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: July 11, 2016
SUBJECT: Internet Crimes Against Children JPA (Renewal)



City of West St. Paul

BACKGROUND INFORMATION:

The police department is requesting authorization to renew its JPA with the Bureau of Criminal Apprehension (BCA) to participate in the Internet Crimes Against Children (ICAC) grant for the next federal fiscal year, June 1, 2016 through May 31, 2019. While investigators have been receiving ICAC cases since 2009, the police department “officially” joined the ICAC agreement on March 22, 2010 in order to take advantage of these federal funds.

Participating in the ICAC grant allows the police department to be reimbursed for overtime salary expenses for ICAC cases and ICAC training, in addition to other incidental costs associated with ICAC investigations. It should be noted, whether or not the police department continues to participate in the ICAC JPA, ICAC cases will still be sent to our department as we are the responsible investigating jurisdiction. It may be helpful for the Council to view ICAC as a “centralized coordinating and distribution entity” for these types of cases. In return for establishing a common investigative approach the grant offers funding and resources.

With the exception of the agreement dates and the noted below modifications, the attached agreement is word for word the same as the original agreements the Council has approved.

Paragraph 12 – This section was changed to incorporate a 60 day deadline in the return of any loaned ICAC equipment; the previous agreement did not have this deadline and used the language “in a timely manner.”

Paragraph 13B – The sentence stating the ICAC actual budget was removed as it changes from year to year. The intent of this section, that agencies will be reimbursed for ICAC expenditures, remains unchanged

Paragraph 16 – The expiration date of this renewed JPA will be May 31, 2019

Paragraph 17 – This addition makes the venue for any contractual dispute to be Ramsey County

With the last four JPA renewals involving JPAs with no significant changes, I found it unnecessary for the City Attorney to review them. However, it has been several years and I had the JPA reviewed. The City Attorney notes no concerning language or issues.

FISCAL IMPACT:

- Free training
- Unlimited access to resources and a statewide network of investigators
- Free specialized equipment
- More effective and efficient investigations

ATTACHMENTS:

(1) ICAC JPA; (2) Exhibit A; and (3) Exhibit B has been omitted as it contains law enforcement operational protocol

STAFF RECOMMENDATION:

Renew the ICAC JPA by signing the JPA and passing the attached draft resolution.

On Motion of Clpn.

Seconded by Clpn.

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF WEST ST. PAUL ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)

WHEREAS, the City of West St. Paul, on behalf of its Police Department, desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers.

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

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

Passed and Adopted by the Council on this 11th day of July, 2016.

Ayes:

Nays:

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 16, 2013

Mr. Wade Setter
Minnesota Department of Public Safety
1430 Maryland Avenue E
Saint Paul, MN 55106-2802

Dear Mr. Setter:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 13 Internet Crimes Against Children Task Force Invited Awards in the amount of \$347,101 for Minnesota Department of Public Safety.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Scott Pestrige, Program Manager at (202) 514-5655; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Karol V. Mason".

Karol Virginia Mason
Assistant Attorney General

Enclosures

Minnesota Internet Crimes Against Children Task Force

Multi-Agency Law Enforcement Joint Powers Agreement

This Multi-Agency Law Enforcement Joint Powers Agreement, and amendments and supplements thereto, ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("Grantee"), empowered to enter into this Agreement pursuant to Minnesota Statutes § 471.59, subdivisions 10 and 12, and **West St. Paul PD 1616 Humboldt Ave West St. Paul, MN 55118** ("Undersigned Law Enforcement Agency"), empowered to enter into this Agreement pursuant to Minnesota Statutes § 471.59, subdivision 10.

WHEREAS, the above subscribed parties have joined together in a multi-agency task force intended to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in such activity; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the Grantee is the recipient of a federal grant, attached and incorporated into this Agreement as Exhibit A, disbursed by the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") in Washington, D.C. to assist law enforcement in investigating and combating the exploitation of children which occurs through the use of computers by providing funding for equipment, training, and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations; and

WHEREAS, the OJJDP Internet Crimes Against Children ("ICAC") has established a Working Group of Directors representing each of the existing ICAC Task Forces to oversee the operation of the grant and sub-grant recipients; and the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA") has designated Donald Cheung as the Commander of the Minnesota ICAC Task Force;

NOW THEREFORE, the parties agree as follows:

1. The Undersigned Law Enforcement Agency approves, authorizes, and enters into this Agreement with the purpose of implementing a three-pronged approach, **prevention, education, and enforcement**, to combat Internet Crimes Against Children; and
2. The Undersigned Law Enforcement Agency shall adhere to the Minnesota ICAC Task Force Program Standards identified in Exhibit B, attached and incorporated into this Agreement, in addition to complying with applicable Minnesota state and federal laws in the performance of this Agreement, including conducting undercover operations relative to ICAC (a list of Regional ICAC Task Force, Minnesota State Affiliate Agency and Training & Technical Assistance Program contact information is available at <http://www.ojjdp.gov/programs/progsummary.asp?pi=3#Resources>); and
3. Exhibits A and B are incorporated into this Agreement and made a part thereof. In the event of a conflict between this Agreement and the Exhibits, the terms of the Exhibits

prevail; and

4. The Undersigned Law Enforcement Agency and the Grantee agree that 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. The Grantee's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Undersigned Law Enforcement Agency's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law; and
5. All members and representatives of the Undersigned Law Enforcement Agency shall continue to be employed and directly supervised by the same law enforcement agency employer which currently employs the member performing Minnesota ICAC Task Force assignments; and all services, duties, acts or omissions performed by the member will be within the course and duty of that employment, and therefore, are covered by the Workers Compensation programs of that employer; will be paid by that employer and entitled to that employer's fringe benefits; and
6. The Undersigned Law Enforcement Agency must first submit a written request for funds and receive approval for the funds from the Grantee to receive any funds from the Grantee; and
7. The Undersigned Law Enforcement Agency must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the Grantee to the Undersigned Law Enforcement Agency within thirty (30) calendar days of the date of invoice, with payment made to **West St. Paul PD 1616 Humboldt Ave West St. Paul, MN 55118**; and
8. The Undersigned Law Enforcement Agency shall maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded monthly to the Minnesota ICAC Task Force Commander, or his successor or designee, for statistical reporting purposes; and
9. The Undersigned Law Enforcement Agency shall participate fully in any audits required by the OJJDP. In addition, under Minnesota Statutes § 16C.05, subdivision 5, the Undersigned Law Enforcement Agency's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Grantee and/or the Minnesota State Auditor and/or the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end date of this Agreement; and
10. The Undersigned Law Enforcement Agency shall make a reasonable good faith attempt to be represented at any scheduled regional meetings in order to share information and resources amongst the multiple entities; and
11. The Undersigned Law Enforcement Agency shall be solely responsible for forwarding information relative to investigative targets to the Child Pornography Pointer System ("CPPS") pursuant to the OJJDP guidelines; and
12. In the event future federal funding is no longer available, or if this Agreement is terminated

by either the State or the Undersigned Law Enforcement Agency, or if the Undersigned Law Enforcement Agency breaches this Agreement, then the Undersigned Law Enforcement Agency shall, at the request of the Minnesota ICAC Task Force Commander or his successor or designee, return all investigative equipment acquired through OJJDP funding within sixty (60) calendar days of such request.

13. That the Grantee may reimburse, the Undersigned Law Enforcement Agency for the following duties:
 - A. Investigations by the Undersigned Law Enforcement Agency under this Agreement shall be conducted in accordance with the OJJDP ICAC Task Force Program Standards identified in Exhibit B, and concluded in a timely manner. The Undersigned Law Enforcement Agency will only be reimbursed by the Grantee for overtime hours inclusive of fringe benefits of actual hours and/or actual expenses incurred related to performing Minnesota ICAC Task Force assignments and/or training approved by the Minnesota ICAC Task Force Commander, or his successor or designee, through the term of this Agreement or until all federal funds under the OJJDP grant have been expended, whichever comes first.
 - B. The Undersigned Law Enforcement Agency participating in the Minnesota ICAC Task Force investigations will be reimbursed by the Grantee for actual costs as defined in Clause 13, Section A, to the extent such actual costs have been reviewed and approved by the Minnesota ICAC Task Force Commander, or his successor or designee.
14. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
15. The Undersigned Law Enforcement Agency and the Grantee may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party.
16. **Term of this Agreement**

This Agreement shall be effective on the date the Grantee and the Undersigned Law Enforcement Agency obtain all required signatures under Minnesota Statutes § 16C.05, subdivision 2, and shall remain in effective through **May 31, 2019** unless terminated or canceled. **Upon the effective date of this Agreement, the Undersigned Law Enforcement Agency will be entitled to reimbursements approved by the Grantee dating back to June 1, 2016 for overtime salary including fringe benefits, equipment, training and expenses to the extent Grantee has available funds to pay such and they have been approved consistent with Clause 13, Sections A and B.** Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by an employee as a member of the Undersigned Law Enforcement Agency.
17. **Venue**

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

1. Undersigned Law Enforcement Agency

Undersigned Law Enforcement Agency certifies that the appropriate person(s) have executed the Agreement on behalf of the Undersigned Law Enforcement Agency and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By and Title
Undersigned Law Enforcement Agency

Date

{Name}, {Title}

Date

{Name}, {Title}

Date

{Mayor or Board Chair}

Date

2. Department or Public Safety; Bureau of Criminal Apprehension

Name: _____

Signed: _____

Title: _____
(With delegated authority)

Date

3. Commissioner of Administration
As delegated to Materials Management Division

By and Title

Date

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Sherrie Le, Assistant City Mgr.
DATE: July 11, 2016
SUBJECT: 2016 Pay Equity Compliance Report



City of West St. Paul

BACKGROUND INFORMATION: BACKGROUND INFORMATION: The State of Minnesota requires that we submit a report to the Employee Relations Division of the Department of Management and Budget every three years using the State's Pay Equity software. We submitted our report on January 28, 2016, knowing that we did not meet one of the requirements, the exceptional service pay test.

We recently received an initial letter of non-compliance, which allows us to request reconsideration. Staff has discussed the reasons for our inability to comply with this test and the gender-neutral reasons for our test result with the Pay Equity Coordinator. The Pay Equity Coordinator feels we have a good case for reconsideration. A request for reconsideration and a revised Pay Equity Report is attached. They require City Council approval prior to submission to the State Pay Equity Coordinator.

FISCAL IMPACT: If we are not found in compliance, after reconsideration, we can receive a penalty of \$100 per day or a 5% loss in local government aid. If we do not submit the request for reconsideration, we will be found to be not in compliance and will receive the penalty.

STAFF RECOMMENDATION: Request approval of attached report and reconsideration request.

Pay Equity Implementation Report

Part A: Jurisdiction Identification

Jurisdiction: West St. Paul
1616 Humboldt Avenue

Jurisdiction Type: City

West St. Paul MN 55118

Contact: Sherrie Le

Phone: (651) 552-4108

E-Mail: sle@wspmn.gov

Part B: Official Verification

- 1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was: Consultant's System

Description: Former PDI System

- 2. Health Insurance benefits for male and female classes of comparable value have been evaluated and:

There is a difference and the maximum salaries reported include the monthly amount paid by the employer for health insurance.

- 3. An official notice has been posted at:

Dakota County Library WSP branch

(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

West st. Paul City Council

(governing body)

Davind Meisinger

(chief elected official)

Mayor

(title)

Part C: Total Payroll

\$6,119,483.81

is the annual payroll for the calendar year just ended December 31.

- Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Date Submitted: []

Compliance Report

Jurisdiction: West St. Paul
1616 Humboldt Avenue

Report Year: 2016
Case: 3 - June 2016 Reconsideration Shared (Shared (

West St. Paul MN 55118

Contact: Sherrie Le

Phone: (651) 552-4108

E-Mail: sle@wspmn.gov

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	30	20	1	51
# Employees	69	22	4	95
Avg. Max Monthly Pay per employee	7,235.63	6,452.30		6,915.59

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 106.67 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	14	10
b. # Below Predicted Pay	16	10
c. TOTAL	30	20
d. % Below Predicted Pay (b divided by c = d)	53.33	50.00

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 89

Value of T = 0.410

a. Avg. diff. in pay from predicted pay for male jobs = \$30

b. Avg. diff. in pay from predicted pay for female jobs = (\$19)

III. SALARY RANGE TEST = 0.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 6.33

B. Avg. # of years to max salary for female jobs = 0.00

IV. EXCEPTIONAL SERVICE PAY TEST = 37.50 (Result is B divided by A)

A. % of male classes receiving ESP 26.67 *

B. % of female classes receiving ESP 10.00

*(If 20% or less, test result will be 0.00)

Job Class Data Entry Verification List

LGID 1401

Case: June 2016 Reconsideration Shared

Job Nbr	Class Title	Nbr Males	Nbr Females	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
64	Grounds Maintenance Wc	1	0	M	30	\$1,733.00	\$2,079.60	0.00	0.00	
56	Data Scanner	0	1	F	32	\$2,079.60	\$4,079.11	0.00	0.00	
62	Code Enforcement Assista	0	1	F	32	\$2,599.50	\$3,119.40	0.00	0.00	
65	Clubhouse Attendant	3	0	M	32	\$1,559.70	\$1,819.65	0.00	0.00	
66	Arena Zamboni Operator	1	0	M	35	\$1,733.00	\$2,946.10	0.00	0.00	
57	Asst. Ice Arena Mgr	1	0	M	36	\$2,252.90	\$4,252.41	0.00	0.00	
63	Grounds Maintenance Mar	1	0	M	36	\$2,599.50	\$2,946.10	0.00	0.00	
10	CSO	2	2	B	42	\$3,154.35	\$3,942.93	0.00	0.00	
47	Volunteer Engagement Ma	0	1	F	42	\$3,111.08	\$5,195.16	0.00	0.00	
3	Receptionist	0	1	F	46	\$3,087.29	\$5,165.42	0.00	0.00	
5	Clubhouse Manager	1	0	M	46	\$2,816.13	\$3,119.40	0.00	0.00	
7	Code Enforcement Officer	0	1	F	52	\$3,641.38	\$5,858.03	0.00	0.00	
8	Street & Park Maint II	10	0	M	53	\$3,811.21	\$6,070.33	2.00	0.00	
11	Administrative Specialist	0	3	F	56	\$3,554.37	\$5,749.27	0.00	0.00	
26	Comm Devel Coordinator	0	1	F	56	\$4,525.21	\$6,962.82	0.00	0.00	
13	Mechanic	2	0	M	57	\$3,988.67	\$6,292.15	2.00	0.00	
17	Sewer Maintenance	2	0	M	57	\$3,833.40	\$6,098.06	2.00	0.00	
50	Building Permit Technician	0	1	F	57	\$3,692.60	\$5,922.05	0.00	0.00	
9	Crime Prevention Specialis	0	1	F	58	\$4,335.90	\$6,726.19	0.00	0.00	
14	Lead Police Secretary/Lice	0	1	F	58	\$3,692.60	\$5,922.05	0.00	0.00	
16	Accounting Clerk	0	1	F	59	\$3,703.90	\$5,936.19	0.00	0.00	
59	Investigative Assistant	0	1	F	59	\$4,121.06	\$6,457.63	0.00	0.00	
18	Bldg Maint Tech	1	0	M	60	\$3,871.88	\$6,146.16	0.00	0.00	
20	Maintenance III	2	0	M	60	\$3,988.67	\$6,292.15	2.00	0.00	
22	Ice Arena/Pool Supervisor	1	0	M	60	\$4,065.48	\$6,388.16	0.00	0.00	
49	HR Specialist	0	1	F	60	\$4,383.80	\$6,786.06	0.00	0.00	
52	Recreation Programmer	0	1	F	60	\$4,292.08	\$6,671.41	0.00	0.00	
58	Payroll Technician	0	1	F	60	\$3,954.94	\$6,249.98	0.00	0.00	
60	Accounting Technician	1	0	M	60	\$3,872.74	\$6,147.23	0.00	0.00	
61	Housing Inspector	0	1	F	60	\$4,310.97	\$6,695.03	0.00	0.00	
51	IT Analyst II	0	1	F	63	\$4,886.35	\$7,414.24	0.00	0.00	
21	Police Officer	18	4	M	65	\$4,753.62	\$7,902.11	15.00	0.00	
24	Eng Tech III	1	0	M	73	\$4,927.93	\$7,466.22	0.00	0.00	
46	City Clerk	0	1	F	73	\$5,049.16	\$7,617.76	0.00	0.00	
25	Bldg. Inspector	1	0	M	75	\$4,824.13	\$7,336.48	0.00	0.00	
48	Mktg & Comm Coordinator	1	0	M	76	\$5,312.88	\$7,947.41	0.00	0.00	
55	Civil Engineer	1	0	M	77	\$5,308.91	\$7,942.45	0.00	0.00	
33	Asst. Public Works/Parks &	1	0	M	80	\$5,441.47	\$8,108.15	0.00	0.00	
29	Bldg Official	1	0	M	82	\$6,007.40	\$8,815.55	0.00	0.00	Performance
30	IT Manager	1	0	M	82	\$6,423.04	\$9,335.12	0.00	0.00	Performance
31	Police Srgt	4	0	M	82	\$6,866.15	\$8,928.04	15.00	0.00	
53	Asst Park & Rec Director	1	0	M	82	\$6,272.43	\$9,146.85	0.00	0.00	Performance
54	Asst CCD/City Planner	1	0	M	84	\$6,455.05	\$9,375.12	0.00	0.00	Performance
36	Public Works/Parks Supt	1	0	M	89	\$6,435.84	\$9,351.11	0.00	0.00	Performance
35	Police Lieutenant	2	0	M	90	\$7,013.50	\$10,073.18	0.00	0.00	Performance
37	Finance Director	0	1	F	98	\$7,781.57	\$11,033.27	0.00	0.00	Performance
38	Assistant City Manager	0	1	F	98	\$7,667.69	\$10,890.92	0.00	0.00	Performance
39	Comm Devel Director	1	0	M	98	\$7,748.49	\$10,991.93	0.00	0.00	Performance
40	Police Chief	1	0	M	101	\$8,004.39	\$11,311.80	0.00	0.00	Performance
41	Parks & Public Works Dire	1	0	M	106	\$8,012.54	\$11,321.98	0.00	0.00	
42	City Manager	1	0	M	124	\$9,795.83	\$13,551.09	0.00	0.00	

Job Number Count: 51

CITY OF WEST ST. PAUL
1616 Humboldt Avenue
West St. Paul, MN 55118



June 30, 2016

Cyndee Gmach
Pay Equity Coordinator
MN Management and Budget
400 Centennial Building
658 Cedar Street
St. Paul, MN 55155

Dear Cyndee,

I received the non-compliance determination and am requesting reconsideration on behalf of the City of West St. Paul. I have attached the reconsideration request form and have submitted the updated Pay Equity Report with June, 2016 data. The total payroll was unchanged, as we do not have total payroll yet for 2016.

We added a few jobs in 2016 and I have added them. I also realized today that a staff member who entered data for 2015 missed entering a new job created and filled in 2015 on our original 2016 report. I have corrected that on this report; it is accounting technician. We have, since January, 2016 hired 3 more part-time CSOs and created a housing inspector position.

In 2016, we assumed responsibility for some golf course maintenance work previously done by an outside contractor, so added two positions there and increased the hours of a few others.

We improved our Ice Arena and it will be open most of the year now, instead of just fall and winter, so hours were added to two employees, one of which is now benefit-earning. Our scanner was also made benefit-earning.

We made market adjustments to many of our jobs effective 01-01-16, in addition to providing a COLA.

Lastly, I recently re-evaluated the sewer maintenance worker position. The result was a change from 60 points to 57, equal to mechanic.

Please see the attached document explaining the rationale and justification for our request for reconsideration. If there is anything else I can clarify, please feel free to contact me at 651-552-4108.

Sincerely,

Sherrie Le
Assistant City Manager/
HR Director
City of West St. Paul
sle@wspmn.gov

C: City Manager

Option 2

Request for Reconsideration of Pay Equity Non-Compliance

(use this form only if requesting reconsideration)

Step 1: Email this form within 30 days of the date of the letter notifying your jurisdiction of non-compliance. *If sending the form via email presents a problem, contact Pay Equity Coordinator, Cyndee Gmach at 651-259-3623.*

City of West St. Paul is requesting: (check whichever applies)
(name of jurisdiction)

- A longer grace period for submitting a new report than the one specified by MMB in the "First Notice of Non-Compliance". Our jurisdiction is requesting until _____ to submit the new report.
- A reversal of MMB's compliance determination.

Step 2: Submit Supporting Documentation

All jurisdictions requesting reconsideration must provide supporting written documentation. The supporting documentation must be emailed within 60 days from the date of the non-compliance letter. *If sending the information via email presents a problem, contact Pay Equity Coordinator, Cyndee Gmach at 651-259-3623.*

The signature below verifies that a copy of this form has been sent to each exclusive union representative (if any) in the jurisdiction and will be posted for 90 days at the following location:

Dakota County Library - Wentworth
Posting Location

Sheryl L. Le
Contact Person

Mayor Dave Meisinger
Chief Elected Official

City of West St. Paul
Name of Jurisdiction

Mayor
Title

1616 Humboldt Avenue, WSP
Address MN 55118

Date

651-552-4108
Phone

Results of MMB's compliance review and materials submitted by the jurisdiction to support the reconsideration request are public data and available upon request. Comments concerning this reconsideration request may be submitted to Minnesota Management & Budget, Pay Equity Coordinator, 400 Centennial Building, 658 Cedar Street, St. Paul, MN 55155; (651) 259-3623.

Request for Reconsideration

The City of West St. Paul was found to have failed the exceptional service pay test. This failure was due to receiving less than 80% on the exceptional service pay test. We understand the process and knew we would fail this test based on that statistic alone. However, we are unable to reach the 80% threshold due to factors unrelated to gender.

1. Merit Pay (Performance pay) is available only to a limited number of job classes. The group includes all FLSA exempt job classes. There are thirteen job classes with a total of fourteen employees, only two of which are female.

Non-exempt employees are eligible for over-time pay at time and one-half. Exempt employees are not. We adopted merit pay a number of years ago for those who were not eligible for overtime.

Of the approximately 84-85 regular employees working for the City, just fourteen are eligible for merit pay. Those who received it were awarded a lump sum between 1% and 3% based on performance exceeding expectations. The amount varied based on levels of performance. I have attached a copy of our Merit Pay Program guidelines.

Thirteen of the fourteen employees received performance pay in 2015. In 2016, eleven of the fourteen received merit pay.

2. Thirteen of the fourteen classes are single incumbent classes. Only two classes have female incumbents.

In 2015, all (2) female employees received merit pay, so 100% of the eligible females received merit pay. 92.9% of the male employees received merit pay in 2015 (13 of 14).

In 2016, all (2) female employees (100%) received merit pay and 11 of 14 (78.6%) of the males received merit pay.

3. The only ways to achieve an 80% or higher outcome under the Exceptional Service Pay Test in our situation are to:
 - a. Eliminate the merit pay program altogether, which would cause serious morale problems for our management team and be inconsistent with what they were promised when hired by the City. Note: Merit pay was awarded early this year for last year's work, so even if we eliminated it going forward, we could not achieve 80% or more now.
 - b. Terminate many of the males and replace them with female employees (which is clearly not the intent of the law, nor practical); or
 - c. Give merit pay to only a maximum of three of the exempt male classes, regardless of merit, to obtain an 80% or higher result on the exceptional service pay test.

4. It might be significant to note that for six of the positions, we received no applications from females. They are as follows:

Parks and PW Director/City Engineer	3 applicants, all male
Building Official	3 applicants, all male
Parks and PW Superintendent	10 applicants, all male
Assistant Park and Recreation Director	Internal promotion from Recreation Manager
Assistant Parks & PW Superintendent	25 applicants, all male
Police Chief	Internal Promotion from Deputy Chief

TO: Mayor and City Council
THROUGH: City Manager
FROM: Public Works & Parks Dir./City Engineer
DATE: July 11, 2016
SUBJECT: Approve Amended Site Lease Agreement with APT/T-Mobile Lease
at 354 Annapolis Street



City of West St. Paul

BACKGROUND INFORMATION:

APT/T-Mobile approached the City to extend their lease about a year ago. Our new model lease has updated language, fees and increased rent. Negotiations over the past year are now complete and the lease is ready for approval. The new lease replaces an existing lease between the Board of Water Commissioners of the City of St. Paul and APT Minneapolis, Inc. dated November 10, 1997, which was assigned to the City in 2001. The lease is set to expire on December 31, 2018.

City of West St. Paul is the successor and interest to the Board of Water Commissioners of the City of St. Paul (Landlord) and T-Mobile USA Tower, LLC is the successor and interest to APT Minneapolis, Inc. (Tenant). The term of the new lease is retroactive to January 1, 2016, and the initial term runs through December 31, 2020. There are five 5-year renewal periods potentially extending the term of the Lease to December 31, 2045.

A Memorandum of Lease will be recorded against the property to outline the significant terms in the new lease.

FISCAL IMPACT:

Under this new lease, Tenant will be required to pay the City \$1,000 as an application fee to consider any amendments to the lease. In addition, tenant will reimburse up to \$3,000 in attorneys' fees in connection with an amendment. This amount increases each year with the rent escalator. Tenant is required to pay all of the City's costs in maintaining the site due to the lease. Since we do not own the tower, we will not incur costs related to engineering fees, but there may be some fees that we need to recover.

Rent is \$13,000.00 for calendar year 2016 and escalates by four percent (4%) annually each year on January 1st. An adjustment between lease payments that the City has received under the existing lease and the new lease (which is effective retroactively to January 1, 2016) will be made at the time the lease is signed. Since the monopole is owned by T-Mobile, T-Mobile is allowed to sublease the leased premises. T-Mobile pays the City twenty percent (20%) of all rents required in the subleases.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the amended and restated site lease agreement with APT/T-Mobile at 354 Annapolis Street.

AMENDED AND RESTATED SITE LEASE AGREEMENT

AT 354 ANNAPOLIS STREET WEST

WEST ST. PAUL, MINNESOTA

THIS AMENDED AND RESTATED SITE LEASE AGREEMENT (“Lease”), is entered into the ___ day of _____, 2016 and made effective as of the 1st day of January, 2016 (the “Effective Date”) between **City of West St. Paul**, a Minnesota municipal corporation (“Landlord”), and **T-Mobile USA Tower LLC**, a Delaware limited liability company, by and through **CCTMO LLC**, a Delaware limited liability company, its attorney in fact (“Tenant”).

RECITALS:

1. **WHEREAS**, there existed a Site Lease Agreement dated November 10, 1997 (the “Original Lease”), and amended on June 9, 1998 and on June 30, 2008 (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the “Board Site Lease Agreement”) by and between the Board of Water Commissioners of the City of Saint Paul (“Board”) and APT Minneapolis, Inc. for the purpose of operating communications facilities located at 354 Annapolis Street West, in West St. Paul (the “Property”), legally described on **Exhibit A** attached hereto and incorporated herein; and
2. **WHEREAS**, the Board deeded all rights and title to the Property to the City of West St. Paul, including the rights to the Board Site Lease Agreement pursuant to an Omnibus Agreement Pertaining to Transfer of West St. Paul Water System to the Board of Water Commissioners dated April 1, 2001; and
3. **WHEREAS**, T-Mobile USA Tower LLC is a successor in interest to APT Minneapolis, Inc.; and
4. **WHEREAS**, the Board Site Lease Agreement is set to expire in 2018; and
5. **WHEREAS**, T-Mobile USA Tower LLC has requested certain amendments to the Board Site Lease Agreement, including a significant extension of the Board Site Lease Agreement; and
6. **WHEREAS**, the Parties hereto desire to enter into a new lease agreement effective as of January 1, 2016, to govern the rights of the parties to ensure that there is uninterrupted telecommunication services to the citizens of West St. Paul and surrounding areas and desire that the Board Site Lease Agreement be amended by deleting it in its entirety and restating the Original Lease as provided for herein as of the Effective Date of this Lease.

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1. **Recitals**. The Recitals stated above are incorporated into this Lease as if fully set forth herein.
2. **Leased Premises**. For purposes of operating wireless communications services, and subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of the Property together with access and utility easements which shall be known as the “Leased Premises,” and which is depicted on **Exhibit B**, attached hereto and incorporated herein and includes:
 - a. A portion of the Property upon, in, under or over which Tenant’s Antenna Facilities (defined below) are attached, connected, enclosed or contained; and
 - b. A portion of the Property on which Tenant’s equipment shelter or sublessees’ equipment shelters are currently located; and
 - c. Non-exclusive easements over, under and through the Property required to run utility lines and cables to the Leased Premises; and
 - d. A non-exclusive easement across the Property for ingress and egress from the right of way to the Leased Premises for Tenant and subtenant access.

Tenant’s existing “Antenna Facilities” are collectively defined to include Tenant’s existing monopole structure, directional antennas, receivers, connecting cables, utility lines, equipment shelter, equipment cabinets and those of its sublessees, as more specifically depicted on **Exhibit B**.

3. **Rent and Fees**.

- a. **Initial Rent Amount, Adjustments, Taxes**. As consideration for this Lease, Tenant shall pay Landlord an annual rent in the amount of Thirteen Thousand and 00/100 Dollars (\$13,000.00) for the initial year, which shall be increased on January 1, 2017 and each January 1st thereafter by four percent (4.0%) of the previous year’s annualized rent. In addition to the annual rent, Tenant agrees to timely pay its prorata share of any taxes or payments(s) in lieu of taxes and any increase in property taxes directly attributable to Tenant’s Antenna Facilities at the Leased Premises.
- b. **Time of Payment**. The annual rent shall be paid on January 1 each year.
- c. **Subleases**. Tenant is allowed to sublease the Leased Premises. Tenant has four (4) subleases with additional telecommunication providers. Tenant shall not be allowed to sublease the Leased Premises to more than four (4) telecommunications providers or to sublease the use of its conduit or coaxial access to any other telecommunication providers as to allow any other telecommunications providers to use Tenant’s Antenna Facilities without providing written notification to Landlord. As a condition of this ability to sublease, Tenant shall pay Landlord twenty percent (20%) of all rents required in the subleases. Such payment shall be due with the annual rent. Tenant shall have no

obligation for payment to Landlord of such share of rental, license or other similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a sublessee, licensee or other occupant shall not be a default under this Lease. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Leased Premises and there shall be no express or implied obligation of Tenant to do so.

- d. **Business Summary Report.** Once per calendar year, Landlord may submit a written request to Tenant for a business summary report pertaining to Tenant's rent obligations for the prior twelve (12) month period, and Tenant shall provide such written accounting to Landlord within sixty (60) days after Tenant's receipt of such written request.
 - e. **Administrative Fee.** Prior to Landlord's approval of this Lease or any amendment hereto, Tenant shall pay Landlord an administrative fee of One Thousand Dollars (\$1,000).
 - f. **Attorneys' Fees for Amendments.** Tenant shall pay up to Three Thousand and 00/100 Dollars (\$3,000.00) for the reasonable costs and fees of Landlord's attorneys incurred in connection with any lease amendments, within thirty (30) days after Landlord sends an invoice for such fees to Tenant. The sum of \$3,000.00 shall escalate at the same time and in the same manner as the rent set forth in Section 3(a) of this Lease.
 - g. **Leased Premises Improvements.** Tenant shall pay for the costs of repairs, improvements or alterations to the Leased Premises required by Tenant.
 - h. **Maintenance Expenses.** In the event that Tenant does not comply with the maintenance requirements of Section 6(g) of this Lease, upon notification from Landlord, Tenant shall promptly pay all reasonable additional expenses incurred by Landlord in maintaining the Leased Premises that are caused by Tenant's occupancy of the Leased Premises. If Tenant fails to reimburse Landlord for any expenses within thirty (30) days after receipt of an invoice from Landlord, Tenant shall be deemed to be in default under this Lease.
4. **Term and Renewal.** The "Initial Term" of this Lease shall commence on January 1, 2016 ("Effective Date") and end on December 31, 2020. Subject to the terms and conditions of this Lease, Tenant shall have the right to renew this Lease for five (5) additional five (5) year renewal periods (each extension is referred to as a "Renewal Term") commencing on January 1, 2021 or on any subsequent Renewal Term. This Lease shall be automatically renewed for each successive Renewal Term unless either party sends written notice of non-renewal to the other party no later than ninety (90) days prior to the expiration of the Initial term or any Renewal Term, such notice to be provided in accordance with Section 22 of this Lease.
5. **Governmental Approval Contingency.**
- a. **Tenant Application.** Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining and maintaining all the certificates, permits, zoning and other approvals that may be required by any federal, state or local authority. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approvals and shall take no action that would adversely affect the status of the Leased Premises with respect

to the Tenant's proposed use thereof. Tenant shall not consider this Lease, or the negotiations to enter into a Lease, as alleviating the Tenant from any and all requirements for Tenant to obtain needed certificates, permits, zoning and other approvals including conditional use permits or other special approvals required by City, County, State or Federal Governments.

b. [not used]

c. Non-Approval. In the event that any application necessary under Section 5(a) above is rejected or any certificate, permit, license or approval issued to Tenant is canceled, denied, expires, lapses or is otherwise withdrawn or terminated by government authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, or if an interference or engineering study should indicate, in Tenant's sole discretion, that the Leased Premises are unsatisfactory for Tenant's intended use, Tenant shall have the right to terminate this Lease and no further rent shall be due following the termination date. Notice of Tenant's exercise of its right to terminate pursuant to this Subsection shall be given to Landlord in writing as provided in accordance with Section 22, Notices, of this Lease. Except as required under Sections 12(c) or (d) below, upon such termination, this Lease shall become null and void and the parties shall have no obligation hereunder.

6. Tenant Use.

a. Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating the Antenna Facilities, and uses incidental thereto for providing wireless telecommunications services which Tenant is legally authorized to provide to the public. Landlord specifically reserves the right to allow Landlord's Property, except the Leased Premises, to be used by itself or other parties. Tenant's installation, maintenance and operation of the Antenna Facilities shall at all times comply with all applicable ordinances, statutes and regulations of local, state and federal governmental agencies. Tenant shall have exclusive use of its Antenna Facilities and the Leased Premises.

b. Modifications, Replacements or Other Improvements of Antenna Facilities. If Tenant seeks to modify, replace or improve its Antenna Facilities, then Tenant must obtain a building permit from the City as may be required by law, or ordinance.

c. Tenant's Operation and On-Going Maintenance. Tenant shall have the right, at its sole expense, to operate and maintain the Antenna Facilities on the Leased Premises, as depicted on **Exhibit B**, in accordance with commercially reasonable practices under all applicable FCC rules and regulations. Tenant's installation of all Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any damage done by Tenant, its employees or agents to the Leased Premises or the Property during installation or during operations, shall be repaired by Tenant at Tenant's expense within thirty (30) days after notification of damage. Tenant shall have such extended periods as may be required beyond the thirty (30) day cure period if the nature of the cure is such that it reasonably

requires more than thirty (30) days to cure, and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise provided in the Lease. Tenant's Antenna Facilities shall be maintained in a commercially reasonable state of repair.

- d. No Nuisance. Tenant shall, at its own expense, maintain and operate any equipment on or attached to the Leased Premises and owned by Tenant in a commercially reasonable condition so as not to create a nuisance or materially hinder the enjoyment or the use of Landlord's Property.
 - e. Access. Tenant, at all times during this Lease, shall have exclusive access to its Antenna Facilities located on the Leased Premises in order to install, operate, repair and maintain its Antenna Facilities. Access to Antenna Facilities on the Leased Premises requires Tenant's employees or contractors to possess identification at all times that they are on the Leased Premises or the Property.
 - f. Payment of Utilities. Landlord makes no representations that utilities adequate for Tenant's use of the Leased Premises are available. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall be responsible to promptly pay all costs associated therewith. Landlord will cooperate with Tenant in Tenant's efforts to obtain utilities from any location provided by the servicing utility.
 - g. Tenant's Maintenance of the Leased Premises. Tenant shall maintain the Leased Premises during the term of this Lease, including plowing snow as needed for Lessee's access, lawn maintenance and keeping the Leased Premises free from debris and other trash or junk.
7. **Emergency Facilities**. In the event of a natural or manmade disaster, in order to protect the health, welfare and safety of the community, Tenant may erect additional Antenna Facilities and install additional equipment on a temporary basis on the Leased Premises to ensure continuation of service. Such temporary operation shall not exceed ninety (90) days unless Tenant obtains written approval from the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.
 8. **Landlord's Maintenance, Improvement Expenses**. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense.
 9. **Defense and Indemnification**.
 - a. General. Landlord and Tenant each indemnify the other against and hold the other harmless from any and all costs (including reasonable attorneys' fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (i) the breach of the Lease by the indemnifying party; and (ii) the use and or occupancy of the Landlord's Property, except for any claims, actions, damage, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party. This provision shall survive the termination to this Lease.

- b. Hazardous Materials. Without limiting the scope of Section 9(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, cost, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the Tenant's use of Hazardous Materials. This defense and indemnification shall not apply to claims, costs, and liabilities arising from Landlord's negligence or willful misconduct. For the purposes of this Lease "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or material as defined in any federal, state or local environmental or safety laws or regulation including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).
- c. Tenant's Warranty. Tenant represents and warrants that the use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials in violation of law.

10. Insurance.

- a. Workers' Compensation. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) Bodily Injury each accident, Five Hundred Thousand Dollars (\$500,000) bodily injury by disease, policy limit, and not less than Five Hundred Thousand Dollars (\$500,000) Bodily Injury by disease, each employee.
- b. General Liability. The Tenant must maintain an occurrence form Commercial General Liability Coverage. Such coverage shall provide for third party bodily injury and property damage arising out of the use, maintenance or operation of the Leased Premises and Antenna Facilities. The Tenant must maintain aforementioned Commercial General Liability Coverage with limits of Liability of not less than One Million Dollars (\$1,000,000) each occurrence; not less than One Million Dollars (\$1,000,000) personal and advertising injury, not less than Three Million Dollars (\$3,000,000) general aggregate, and not less than Three Million Dollars (\$3,000,000) products and completed operations aggregate. These limits may be satisfied by the Commercial General Liability Coverage or in combination with an Umbrella or Excess Liability Policy, provided coverage afforded by the Umbrella or Excess Policy is no less than the underlying Commercial General Liability Coverages.
- c. Tenant Property Insurance. The Tenant must keep in force for the duration of the Lease a policy covering damages to its Antenna Facilities at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
- d. Adjustment of Insurance Coverage Limits. Notwithstanding the foregoing insurance requirements of Tenant, Tenant agrees to periodically review and adjust insurance

coverage limits in accordance with then-current market and industry standards during the Initial Term and Renewal Terms.

- e. Additional Insured - Certificate of Insurance. The Tenant shall provide evidence of the required insurance in the form of a Certificate of Insurance issued by a company authorized to do business in the State of Minnesota, which includes all coverages required in this Section 10. Tenant will name Landlord as an Additional Insured on the Commercial General Liability and Commercial Automobile Liability Policies but only to the extent allowed in Section 9, Defense and Indemnification, of this Lease. The policies shall be endorsed to provide at least thirty (30) days prior written notice to Landlord, except for non-payment of premium. Any coverage that is canceled shall be replaced before the cancellation date. A certificate of insurance referencing the replacement coverage must be provided.

11. **Damage or Destruction.** Tenant's installation of any future Antenna Facilities shall be done according to plans approved by Landlord. Any damage done to the Leased Premises or other Landlord property during installation or during operations shall be repaired at Tenant's expense. Landlord shall give Tenant written notice of such damage. After Tenant's receipt of such written notice, Tenant shall have thirty (30) days in which to cure the damage. Tenant shall have such extended periods as may be required beyond the thirty (30) day cure period to cure the damage if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Landlord may not maintain any action or effect any remedies for default against Tenant unless and until Tenant has failed to cure the same within the time periods provided in this Section. If the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Antenna Facilities, Tenant may elect to terminate this Lease upon thirty (30) days written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

12. **Lease Termination.**

- a. Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either party upon thirty (30) days' written notice to the other party, provided in accordance with Section 22, Notices, of this Lease, as follows:
 - i. By either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provision hereof). The defaulting party shall have such extended periods as may be required beyond the thirty (30) day cure period if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; or

- ii. By Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities; or
 - iii. By Tenant for cause if the Leased Premises becomes unusable under Tenant's design or engineering specifications for its Antenna Facilities, or the communications system to which the Antenna Facilities belong or for technological reasons, including, without limitation, shadowing or interference under the Antenna Facilities; or
 - iv. By Landlord upon twenty-four (24) months' written notice to Tenant if its City Council decides, for any reason: (i) to redevelop the Leased Premises in a manner inconsistent with continued use of the Leased Premises by Tenant, or (ii) to construct new improvement that are inconsistent with Tenant's use pursuant to Subsection 12(e); or
 - v. By Landlord, if it determines that Tenant has failed to comply with applicable ordinances or state or federal law, or any conditions attached to government approvals granted there under after a thirty (30) day cure period with such extended periods as may be required beyond the thirty (30) day cure period if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.
- b. Notice of Termination. In accordance with Section 22 Notices, the parties shall give notice of termination in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. Except as set forth herein, all rent paid under the Lease prior to said termination date shall be retained by Landlord.
- c. Tenant's Liability for Early Termination. If Tenant terminates this Lease other than for cause or of right as provided in this Lease, Tenant shall pay to Landlord as liquidated damages for early termination, one hundred fifty percent (150%) of the annual rent for the year in which Tenant terminates, unless Tenant terminates during the last year of any Term under Section 4 and Tenant has paid the annual rent for that year.
- d. Leased Premises Restoration. In the event that this Lease is terminated or not renewed, Tenant shall immediately remove its Antenna Facilities and related equipment from the Leased Premises to a depth of three feet (3') (excluding footings and conduit), repair the Leased Premises and restore the surface of the Leased Premises, excepting ordinary wear and tear. Should this situation occur during the winter season, the restoration may commence at the start of weather permissible to commercially reasonable workmanship. Such time period shall be agreeable to Landlord and Tenant. In the event that the Antenna Facilities and related equipment are not removed to commercially reasonable standards, they shall be deemed abandoned and become the property of the Landlord, and Tenant shall have no further rights thereto. In the event that Tenant's Antenna Facilities, and

related equipment are not removed to commercially reasonable standards, the Landlord shall have the option to take the following actions:

- i. Fully decommission the Antenna Facilities, have the Antenna Facilities removed, and repair and restore the Leased Premises, excepting ordinary wear and tear, and send an invoice to Tenant for the cost of such actions. If Landlord removes the Antenna Facilities or related equipment, Landlord must give written notice to any mortgagee of Tenant at the addresses provided, informing them that Antenna Facilities or related property have been removed and will be deemed abandoned if not claimed and the storage fees and other reasonable costs paid within thirty (30) days; or
 - ii. Take full ownership of the Antenna Facilities.
- e. If Landlord elects to terminate this Lease pursuant to Section 12(a)(iv) following the City Council's decision to redevelop the Leased Premises in a manner inconsistent with continued use of the Leased Premises by Tenant or to construct new improvements that are inconsistent with Tenant's use ("New Structure") on or in the vicinity of the Leased Premises then:
- i. Landlord shall have the one-time right to require the relocation of the Antenna Facilities, or any part thereof, to an alternate ground location provided that (i) the relocation shall be performed exclusively by Tenant or its agents at Landlord's sole cost and expense, (ii) the relocation shall not result in any interruption of the communications services provided by Tenant to its customers, including, but not limited to, Tenant's continuous access, maintenance and operation of the Antenna Facilities, until such time that all tenants, subtenants and sublicensees that have been permitted by this Lease are successfully relocated, and (iii) the relocation shall not impair, or in any manner alter, the quality of communications services provided by Tenant to its customers on and from the Relocation Site as defined below.
 - ii. Relocation Process. To exercise the relocation rights, Landlord shall provide written notice to Tenant not less than twenty-four (24) months prior to the relocation date and shall propose an alternate site to which Tenant may relocate the Antenna Facilities ("Alternate Site Location"). Tenant shall have sixty (60) days from the date of the notice to evaluate the Alternate Site Location, including, but not limited to, conducting tests to determine the technological feasibility of the Alternate Site Location and obtaining written approval of all wireless telecommunications providers on the Leased Premises that have been permitted by this Lease. If Tenant fails to approve the Alternate Site Location in writing within said sixty (60) day period, Tenant will be deemed to have not approved such Alternate Site Location. If Tenant does not approve such Alternate Site Location, Tenant may then propose another Alternate Site Location by providing notice to Tenant in the manner set forth above. Upon Tenant's approval of any proposed Alternate Site Location, both parties will enter into a written agreement

concerning the relocation of the Antenna Facilities (“Relocation Agreement”) to the Alternate Site Location (“Relocation Site”). Tenant shall undertake reasonable efforts to provide an Alternate Site Location acceptable to Tenant. If no Alternate Site Location is available or if Tenant does not approve an Alternate Site Location, Landlord may, upon twenty-four (24) months’ written notice, terminate this Lease in accordance with the notice requirements set forth in Section 22 of this Lease.

- iii. No Additional Terms. Upon relocation of the Antenna Facilities, all references to the Leased Premises in this Lease shall be deemed to refer to the Relocation Site (including any access and utility easements). The Relocation Site shall be surveyed by a licensed surveyor at the sole cost of Tenant, in which event such survey shall replace and supersede the description of the Leased Premises under this Lease. Unless otherwise provided in the Relocation Agreement or any other written agreement of the parties, the relocation of the Antenna Facilities shall not affect, alter, modify or otherwise change any of the terms and conditions of this Lease.
- iv. Relocation Period. The “Relocation Period” shall mean that period of time commencing on the date Tenant has received all required permits and approvals for the Relocation Site and ending ninety (90) days thereafter. The relocation of the Antenna Facilities to the Relocation Site shall be substantially completed within the Relocation Period, to the extent reasonable feasible. The then-current rent shall be reduced by fifty percent (50%) during the Relocation Period.

13. **Limitation of Landlord’s Liability.** If Landlord terminates this Lease other than for cause as of right as provided in this Lease, or Landlord causes interruption of the business of Tenant, or for any other Landlord breach of this Lease, Landlord’s liability for damages to Tenant shall be limited to the actual and direct costs of the replacement of this site in Tenant’s network including, without limitation, equipment removal, relocation or repair, and all cost associated with the identification of a new site for Tenant’s replacement communications facility, applying for any necessary governmental approvals, and the cost of constructing a new antenna support structure, including without limitation, surveys, designs, foundation, steel, and erection of the structure and supporting facilities.

14. **Interference.**

- a. With Structure. Tenant shall not materially interfere with Landlord’s use of the Property and agrees to cease all such actions that unreasonably and materially interfere with Landlord’s use thereof no later than three (3) business days after receipt of written notice of the interference from Landlord. Tenant shall have such extended periods as may be required beyond the three (3) day cure period if the nature of the cure is such that it reasonably requires more than three (3) days to cure, and Tenant commences the cure within the three (3) day period and thereafter continuously and diligently pursues the cure to completion. In the event that Tenant’s cessation of action is material to Tenant’s use of the Leased Premises and such cessation frustrates Tenant’s use of the Leased Premises,

within Tenant's sole discretion, Tenant shall have the right to terminate this Lease for cause pursuant to Section 12(a)(iii).

- b. Subject to the provisions of this Lease, Landlord shall not use, nor shall Landlord permit its employees, representatives, invitees, contractors or agents to use, the Property in a way that interferes with the operations of Tenant. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to terminate said interference upon written notice from Tenant. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Tenant and, therefore, Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference or to terminate this Lease, upon written notice to Landlord.
 - c. Interference Study - New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to Lease an area in close proximity to the Leased Premises, Tenant shall provide to Landlord within sixty (60) days the radio frequencies currently in operation or anticipated by Tenant to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies.
 - d. Interference - New Occupants. Landlord agrees that it will not grant a future Lease in the Property to any party, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Antenna Facilities. Landlord agrees that it will require any operators not existing at the Property as of the commencement date of the Original Lease to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operation of Tenant caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant, at Tenant's expense.
15. **Tenant's Right of First Refusal.** If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Leased Premises, or Landlord's interest in the Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Leased Premises. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant

does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

16. **Noise.** All wireless service facilities shall be constructed and operated in such a manner as to reasonably minimize the amount of noise impacts to residents of nearby homes and the users of recreational areas, such as public parks and trails. Noise attenuation measures shall be required for all air-conditioning units. Backup generators shall only be operated during power outages, for testing and maintenance purposes and as otherwise authorized pursuant to this Lease. At any time, reasonable noise attenuation measures may be required by the Landlord when deemed necessary. Testing and maintenance activities that generate audible noise shall occur between the hours of eight o'clock (8:00) A.M. and five o'clock (5:00) P.M., weekdays (Monday through Friday, non-holiday) excluding emergency repairs, unless allowed at other times by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Testing and maintenance activities that do not generate audible noise may occur at any time, unless otherwise reasonably restricted by the Landlord.
17. **Installation of a Generator.** Tenant shall not install or replace any generator on the Property or the Leased Premises without Landlord's prior written approval, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall be permitted to place an emergency generator within the Leased Premises for a period up to seven (7) days in the event of a power failure to the Antenna Facilities. In the event that Landlord grants approval for the placement of a generator on the Leased Premises, Tenant agrees to maintain or repair any such generator within the Leased Premises. Tenant further agrees that Landlord may reasonably limit the noise level at the Property line. In the event that Tenant materially exceeds the noise level at the Property line, Tenant shall take all such steps reasonably requested by Landlord to reduce the sound levels, including, but not limited to, installing additional mufflers, or any other reasonable requirements that may be requested by Landlord. All sound reduction measures requested by Landlord shall be performed at Tenant's sole cost and expense. If Tenant fails to comply within a reasonable time to Landlord's proposed sound reduction measures, Tenant shall be deemed in default hereunder and Landlord may take any and all reasonable measures to stop the use of the generator. Tenant shall further repair any and all damage caused by the use of the generator upon the Property. Tenant shall reimburse Landlord up to One Thousand and 00/100 Dollars (\$1,000.00) (hereinafter the "Cap") for actual costs incurred enforcing this Section, including attorneys' fees, within thirty (30) days of Tenant's receipt of documentation reasonably evidencing such costs of enforcement. The Cap shall escalate at the same time and in the same manner as the rent set forth in Section 3(a) of this Lease.
18. **Assignment.** This Lease, or rights there under, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's Affiliates without the written consent of the Landlord, such consent not to be unreasonably withheld, conditioned or delayed. For purposes of this

Section, an “Affiliate” means an entity that controls, is controlled by or under common control with Tenant. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity that provides financing for the purchase of equipment used by Tenant in connection with the provision of wireless telecommunication services.

19. **Condemnation.** In the event Landlord receives notice of a proposed taking by eminent domain of any part of the Leased Premises, Landlord will notify Tenant of the proposed taking within five (5) days of receiving said notice.
- a. If the use, occupancy, or title of the Leased Premises or any part thereof is taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain (a “Condemnation”), Landlord and Tenant agree that Tenant has the right to contest the taking and directly pursue an award or compensation on account of the taking.
 - i. Landlord and Tenant may each appear in any such proceeding or action, to negotiate, prosecute and adjust any claim for any award or compensation on account of any Condemnation as it relates to their respective interest in the Leased Premises. Landlord and Tenant shall each pay all of its costs and expenses in connection with each such proceeding, action, negotiation, prosecution and adjustment. Landlord shall have no interest in any such award, compensation or payment, or any portion thereof, made in respect of Tenant’s leasehold estate or the Antenna Facilities, all of which shall belong to and be paid to Tenant.
 - b. If a Condemnation shall affect all or a material portion of the Leased Premises which shall render the Leased Premises unsuitable for restoration for continued use and occupancy in Tenant’s business, then Tenant may, not later than one hundred eighty (180) days after receipt of Landlord’s notice of such a proposed taking, deliver to Landlord
 - i. notice of Tenant’s intention to terminate this Lease on a business day specified in such notice (the “Lease Termination Date);, and
 - ii. This Lease shall terminate on the Lease Termination Date, except with respect to obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to the Lease Termination Date, upon payment of all additional rent and other sums then due and payable hereunder to and including the Lease Termination Date.
 - c. If Tenant elects to remain in possession of that portion of the Leased Premises that will not be taken, then there shall be an equitable adjustment in rent on account of the portion of the Leased Premises so taken and this Lease shall otherwise continue in full force and effect.

20. **Disputes.** Any claim, controversy or dispute arising out of this Lease not resolved within ten (10) days following notice of the dispute shall be submitted first and promptly to mediation in accordance with the rules of the American Arbitration Association, excluding any claims for provisional remedies available at law, including injunctive relief. Each party shall bear its own cost of mediation. If mediation does not result in settlement, either party may file a claim in Dakota County District Court.
21. **Enforcement and Attorneys' Fees.** In the event that either party to this Lease shall bring a claim to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees and other reasonable enforcement costs and expenses incurred as a result to such claim.
22. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by courier services, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord:

City of West St. Paul
 Attention: City Manager
 1616 Humboldt Ave.
 West St. Paul, MN 55116

With a copy to:

LeVander, Gillen & Miller, P.A.
 Attn: West St. Paul City Attorney
 633 South Concord St., Suite 400
 South St. Paul, MN 55075

If to Tenant:

T-Mobile USA Tower LLC
 c/o Crown Castle USA Inc.
 Attn: Legal - Real Estate Department
 2000 Corporate Drive
 Canonsburg, PA 15317

23. **Authority.** Each of the individuals executing this Lease on behalf of Tenant or Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.
24. **Binding Effect.** This Lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
25. **Complete Lease; Amendments.** This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiation, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties hereto. The Exhibits hereto are incorporated into this Lease by reference.

26. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Minnesota.
27. **Severability.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
28. **Memorandum.** Upon request by either party, the parties agree to promptly execute and deliver a recordable Memorandum of this Lease in a form acceptable to both parties, which may be recorded by the party requesting the Memorandum of Lease.
29. **Counterparts.** This Lease may be signed in counterpart by the parties hereto, each of which shall be deemed an original, but all of which when taken together, shall constitute a single instrument.
30. **Cooperation.** The parties hereby agree to cooperate with each other and their authorized representatives regarding any reasonable request made subsequent to execution of this Lease, to correct any clerical errors contained in this Lease and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Lease. The parties further agree that “to cooperate” as used in this Lease includes but is not limited to, the agreement by the parties to execute or re-execute any documents that either party reasonably deems necessary and desirable to carry out the intent to this Lease.
31. **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a Change of Ownership Form as provided for by Tenant, a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new landlord. Landlord’s failure to provide the IRS Form W-9 within thirty (30) days after Tenant’s request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.
32. **Deletion of Original Lease.** Landlord and Tenant agree that effective as of the Effective Date of this Lease, the Board Site Lease Agreement is hereby amended by deleting it in its entirety and restating the Board Site Lease Agreement as provided for in this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date and year first above written.

LANDLORD:
CITY OF WEST ST. PAUL

David Meisinger, Mayor

Matt Fulton, City Manager

TENANT:
T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: _____
Print Name: _____
Title: _____

Exhibit A
Legal Description of the Property

Real property in Dakota County, Minnesota, legally described as follows:

The North 120 feet of the West 120 feet of the East 300 feet of Lot 1, Smith's Out Lots, according to the recorded plat thereof, Dakota County, Minnesota.

PID# 42-69950-00-013

Exhibit B
Antenna Facilities

(attached)
[Need to add]



TO: Mayor and City Council
FROM: Matt Fulton, City Manager
DATE: July 11, 2016
SUBJECT: Mid-Year Workplan Update

BACKGROUND INFORMATION :

The City Council has a long range strategic plan that helps guide the community's future. Based on the Council's strategic direction, a workplan has been developed to guide its implementation. The workplan also provides an effective overview of the various issues, activities, and projects being undertaken during the year by the organization. The intent of this update is to simply share with the Council progress being made during the first half of 2016.

DISCUSSION :

While each department has developed a workplan that identifies specific projects, as well as ongoing activities that the department is involved with, this report reorganizes the specific work activities in a way that demonstrates how progress is made in moving forward the City Council's strategic plan. It effectively "eliminates" department designations because the strategic plan requires the collective and collaborative work of every department to be successful.

The strategic priorities include:

- Economic and Community Vitality
- Connected and Thriving Neighborhoods
- Infrastructure and Community Facilities
- Innovative and Governance Excellence

STAFF REQUEST FOR CONSIDERATION Accept the mid-year workplan update

2016 Workplan - Quarterly Report

Economic & Community Vitality

West St. Paul is committed to significantly increasing its economic strength in the region and working with the business/brokerage community to strategically enhance West St. Paul's retail, office and business environment.

Revitalization of Robert Street	1a	STATUS	COMMENT
<ul style="list-style-type: none"> • Begin construction of Robert St. • Develop and implement appropriate zoning regulations to implement the elements contained in approved updated Renaissance plan for Robert Street • Investigate Robert Street Improvement District • Develop and achieve approval on redevelopment project for Town Center 1. • Ensure implementation of any City responsibility contained in development agreement for Town Cntr 1 • Develop and achieve approval of master redevelopment plan for Town Center 2. • Working with ownership of Signal Hills, develop overall Master redevelopment plan for Signal Hills. • Review and amend Subdivision Ordinance • Update EDA Website to visually show available redevelopment properties • Working with CDA, issue and receive RFP for CDA owned parcels on northern end of Robert St. • Initiate a plan for considering the repurposing of the municipal golf course for economic development purposes • 		In Process	Work resumed April 4, 2016
		Delayed	-
		Completed	Currently working with Robert Street Business Leadership
		In Process	EDA is in process of purchasing Maaco - working with new developer
		In Process	Pending EDA direction on desired retail options
		Completed	Project was presented and approved in April 2016
		Completed	Ownership not in support.
		Delayed	Holding off until new Public Works Dir. Is settled - 2017 project
		In Process	-
		In Process	CDA in process of developing RFP for development of both properties
	In Process	Council determined to repurpose in 2017. Staff to solicit input from developers this summer.	
Revitalization of Smith Avenue Corridor	1b	STATUS	COMMENT
<ul style="list-style-type: none"> • Develop a planning process for considering long term opportunities for the Dodd/Smith area. • 		In Process	CDA planning grant application was approved. RFP's have been sent
Enhanced Collaboration with the local and regional business community.	1c	STATUS	COMMENT
<ul style="list-style-type: none"> • Ensure successful Business Liaison program being done in conjunction with Robert Street reconstruction • Completion of Renaissance Plan update and overlay Zoning Code implementation • Update and receive approval on Business incentive program. • Develop formal Business retention program that complements and coordinates with other retention efforts through various regional and metro organizations. • Initiate a process with the City of St Paul to assist with development opportunities that blend across borders. • 		In Process	liaison on board, engineering department has taken the lead on this.
		In Process	In progress, Council review of draft update in July 2016.
		In Process	Updated program incentives and requirements are needed.
		Delayed	Chamber of Commerce requested to delay until completion of Robert St. construction. Staff to reconnect with Chamber for program in 2017
		On Schedule	Economic Dev. Dir. met with Port Authority. After CDA drafts RFP for the north end, staff will start discussions with St. Paul staff.
Strategically aligned public support and guidance.	1d	STATUS	COMMENT
<ul style="list-style-type: none"> • Update and codify Zoning Code Regulations • Achieve approval and implementation of revised rental code licensing requirements • 		Completed	Council approved recodification on 11/23/15
		Completed	Council approval in Sept 2015.

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Safe and Vibrant Community

West St. Paul is focused on ensuring the safety, personal well-being and overall quality of life of its residents, businesses and visitors in order to maximize the return on their investment in the community.

Ensure provision of excellent Police, Fire and Medical Services .	2a	STATUS	COMMENT
<ul style="list-style-type: none"> • Maintain required Wellness Program to ensure medical qualification for performance of firefighting duties and to improve the health and longevity of personnel • Develop and up-date the Emergency Management Plan • Hire and train new police officers • Prepare department for change P1 Computer Aided Dispatch System (CAD) • Hire and train new police officers • CSOs and other departmental program integration • Wrap-up major cases • Complete departmental 2015 annual reviews • Revise and conduct annual performance reviews of all employees • Conduct fire investigations on all structure fires • Conduct fire investigations on all suspicious fires • Develop and implement operational level training programs • Participate in Emergency Operations Plan (EOP) of both cities • Annually complete Life Safety inspections in multi-family buildings • Biennially complete Life Safety inspections in commercial and industrial buildings • Respond to calls for service (911 and nonemergency) • Conduct effective traffic enforcement • Complete all required incident reports accurately and in a timely manner • Ensure timely and effective communication with departmental leadership on appropriate issues • Investigate and solve assigned cases • Alcohol and tobacco compliance checks • 		Ongoing	Working with HealthEast to develop personal protection training for staff. Discussing possible spine center/body mechanics training with HealthEast.
		Ongoing	We continue working with the quad-city contracted vendor; conducted several preparedness exercises during the fourth quarter of 2015; updated EOP with new contact information; working on ESF capabilities in 2016 and yearend exercises
		In Process	Hiring process started, just received termination dates of current officers (2); expected job offer in February, 17 week FTO process
		Delayed	CAD preparedness continues; vendor implementation issues causing a delay (beyond our control), looking at July 2016 instead of the first quarter of 2016
		In Process	Currently in the hiring process, selection not made, assessing how to best deploy CSO resources (work shifts)
		In Process	Meet with other departments to better understand non-police projects and City endeavors the CSO team can assist with
		In Process	Wrapping up 2014 and 2015 homicides
		In Process	Sergeants and other staff currently working on year-end reviews (2015)
		On Schedule	
		Ongoing	11 structure fire investigations; 4 outside fire investigations.
		Ongoing	6 investigations - 2 outside building; 4 trash/rubbish
		Ongoing	
		Ongoing	Participate in exercises; elected officials training;
		In Process	44% completed
		In Process	60% completed
		Ongoing	Directed patrol occurring at hot spots; the purchase of covert traffic analysis tool very beneficial; due to roadway construction PD is inundated with requests for more enforcement; expect traffic stops to exceed 5,000 stops by year's end
		Ongoing	Officers are overburdened in writing reports for a large volume of service calls; examining methods to more efficiently push data into our RMS thereby reducing officer manual documentation shortening report writing time
		Ongoing	Three homicides and an attempted homicide in the past 15 months hampered the investigation of routine cases; despite this many cases assigned and cleared
		In Process	Officers Wood and Rawlings, under the guidance of Sergeant Gubash, continue to do an excellent job; several compliance checks performed each year; always a few establishments that fail

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Connected and Thriving Neighborhoods

West St. Paul is committed to strong, clean and safe neighborhoods where people elect to (re)invest in their homes and join their neighbors in building community.

Balanced Life Cycle Housing opportunities.	3a	STATUS	COMMENT
<ul style="list-style-type: none"> • Successfully develop and get approval on a comprehensive long term housing plan • Successfully develop and secure approval on a Housing incentive program(s) . • Successfully sell all currently owned EDA residential properties • Implement new rental licensing training and inspection process. • 		In Process	Community Dev. Coordinator to start development of plan this spring/summer.
		Delayed	Pending completion of Housing Plan
		Ongoing	5 lots remain - EDA retained services of a real estate broker
		Completed	Position hired (Sabrina) and is working with Building Official
Strong Neighborhood connectedness and community engagement.	3b	STATUS	COMMENT
<ul style="list-style-type: none"> • Develop neighborhood "crime report" • Plan and host a 10 week Citizens Academy • Commence a process for addressing the demographic changes occurring in the community and ensuring future engagement of culturally diverse populations. • promote and implement Outstanding Property Awards program • Organics recycling program. • Recycling Coordinator JPA • Maintain strong ties and involvement in assigned neighborhood areas • Respond to public service needs • Respond timely to Animal complaints • Respond to Nuisance calls • Outreach to minority groups • Conduct Community/neighborhood meetings on issues that arise • Bolster the department's exposure on Facebook • 		Delayed	Working on using monthly patrol and investigative reports for the development of a "metro" crime analysis report through MNJAG
		In Process	12th annual Citizen Academy completed in fourth quarter; excellent reviews
		In Process	
		In Process	Three awards in 2015
		In Process	Working with County on program details
		In Process	Council provided direction to move ahead with JPA being developed
		Ongoing	Patrol officers conducting several neighborhood projects each year; social media helping with communication; working with Dan Nowicki and two officers to create more responsive social media communications
		Ongoing	On-going
		Ongoing	CSOs, especially Margaret Newcomb, doing an excellent job in regulating animal issues and requirements; additional CSOs in 2016 will help
		Ongoing	Relationship with Code Enforcement and Community Development strengthening; increase in problem properties identified this past year
		In Process	communicate with particular community groups
		Ongoing	Laura continues building relationships; holding neighborhood meetings with officers
		In Process	Work with the City's communication specialist to enhance the police department's Facebook presence
Clear, contemporary, and transparent public support and guidance.	3c	STATUS	COMMENT
<ul style="list-style-type: none"> • Implement new rental ordinances to ensure healthy and accountable Rental business market • Evaluate appropriate approach for revitalizing the communities older rental housing stock. • Hire and train in-house rental inspector. • Provide Public Safety Presentations (school, community, church) as requested • 		Completed	Approved by Council in Sept 2015
		Delayed	Pending development and approval of Housing Plan
		Completed	New Inspector has been hired
		Ongoing	Officers continue to be actively involved in schools; internet safety and other presentations conducted; etc.

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Infrastructure and Community Facilities

West St. Paul infrastructure and public facilities meet the needs of the community, are well maintained and financially managed and present themselves as strong and positive symbols of the community.

Effective maintenance & upkeep of the local and regional street and built-in infrastructure systems. 4a	STATUS	COMMENT
• Begin construction of Robert St.	In Process	Work resumed April 4, 2016
• Successful completion of 2015 Marie Ave. project	In Process	Minor punch list work remains on Danner's contract.
• Successful completion of annual sealcoating project	On Schedule	Work to be done in July, 2016
• Set-up maintenance district for Robert St.	Ongoing	Council is discussing with Robert St. Businesses
• Replacement of old steel HPS lights with new fiberglass LED lights	Ongoing	-
• Increase sign visibility through upgrading of signs from engineering grade to HIP.	Ongoing	-
• Install brine application tank on road grader.	Completed	-
• Complete Manhole Distress Survey	In Process	Being completed with sewer main cleaning/jetting work.
• Sewer Main Lining Rehab - Carrie, Annapolis	Completed	-
• Annual Sewer Televising	Ongoing	-
• Implement I/I program	In Process	Council has converted program to point of sale approach and allowing 24 month completion for multi-family and commercial properties.
• Develop maintenance plan for splash pad at Harmon	Ongoing	Draft plan ready, will finalize in fall after full season of operation
• Complete I/I inspections on Robert Street and Marie Street	In Process	Businesses noticed what I/I corrections need to be completed by Sept.
• Successful completion of SRTS on Wentworth and Bellows	On Schedule	ROW complete, advertise for bids soon
• Successful completion of 2016 Street Improvements	Delayed	Postponed until 2017; larger project
• LS 5&6 and Forcemain Replacement	In Process	Contractor has been awarded project, work to begin in summer
• Sewer Main Lining Rehab - Crusader	In Process	RFP is out for design/construction admin consultant
• New Controls at LS 3	In Process	Part of LS 5 & 6 Rehab project
• Replace Crane at LS 1	In Process	Will be in 2017 CEP
• Repair PW building after accident	In Process	Only one quote came back, moving forward with it
• Add I&I inspector and move program in-house	In Process	Finalists being interviewed.
• Complete I/I inspections on Robert Street and Marie Street	In Process	Businesses noticed what I/I corrections need to be completed by Sept.
•		

Well planned community & regional trail, transportation & transit connections. 4b	STATUS	COMMENT
• Develop implementation for sidewalk/trail plan	Ongoing	New plan will be implemented with 2017 Street Improvements
• Prepare plan for dealing with Emerald Ash Borer	In Process	Blvd. inventory updated. Treatment/removal program initiated.
• Determine best approach for River to River Regional Trail Crossing across Robert Street	In Process	County currently leading a study with consultant
• Develop and implement Art Park at Oakdale and Thompson	In Process	Finalizing plans for event on July 23
• Successful completion 2016 sidewalk/trail project.	In Process	To be initiated once the assessment process has been identified.
•		

Public facilities that support the needs, expectations & desires of the community. 4c	STATUS	COMMENT
• Southview Tennis Court - replace fence, remove brush along fence line, add rebound wall, & stripe for pickle ball	Delayed	On hold for possible development.
• Remove and replace rock mulch and plantings at Golf course	Delayed	Currently on hold to determine future of GC.
• Dodd Park - replace fence & remove brush along fence line	Completed	-

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• Complete Harmon Park design & construction	Completed		-
• Complete Marthaler Park redevelopment design	Delayed	Pushed off till 2017 due to financing limitations	
• Enhance snow removal from city properties	Completed		-
• Orme Park - Rebuild rink boards	Completed		-
• Finalize parking lot fencing at Sports Complex.	Ongoing	Looking at new options	
• Explore collaborative facility development with YMCA for combining new City Hall with new YMCA facility	In Process	City Council is not interested in pursuing	
• Facility failure evaluation	In Process	Our current building may suffer a major mechanical failure resulting in non-use of the building; where would the PD go?	
• Bathroom Needs Assessment	In Process	Our current building may suffer a major mechanical failure resulting in non-use of the building; where would the PD go?	
•			

Effective partnerships with community organizations that build quality of life. 4d

	STATUS	COMMENT	
• Work with MnDOT to develop plowing plan for Robert St. turn lanes	Completed	Implemented winter of 2015	
• Maximize facility use by youth organizations	Ongoing		-
• Work with other Cities (SVR) to add other adult programs at Dome	Ongoing	Availability of dome hours is a limiting factor.	
• Arrange and implement opportunities for City Council to meet with City Council's of neighboring communities and ISD 197 School Board	In Process	Joint meeting held with South St Paul City Council regarding SMFD issues	
• Successfully implement Circulator Bus System (the Loop) and provide leadership in outreach for funding & marketing	On Schedule	Fundraising for 2016 is almost complete. Received over \$31,000 as of May 13, counting \$10,000 from the City. Requested \$3000 from CDA. Need \$1,000 more.	
• Establish and market adult softball leagues	Ongoing	Will market this fall & attempt to get enough teams to have league.	
• Evaluate opportunities for expanding the use of the Dome	Ongoing	Restricted by allowable uses through building/fire code.	
• Bolster the department's exposure on Facebook	In Process	Work with the City's communication specialist to enhance the police department's Facebook presence	
•			

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Innovative and governance excellence.

West St. Paul will be recognized for its organizational excellence in the delivery of public services as well as effectively responding to the evolving needs and expectations of local government.

Be financial responsible and strategic.	5a	STATUS	COMMENT
<ul style="list-style-type: none"> • File necessary financial documents for SMFD and the EMS Taxing District • Conduct annual financial SMFD audit • Revise and update Financial policies • Solicit, receive and analyze annual benefit plans options and renewals • Solicit, receive and analyze annual policy renewals for worker's compensation, liability and property insurance • Negotiate labor agreements for both unions • Lower Overall Met Council Sewer Charge • Manage financial resources of the Department, Capital purchases • Preparation of Budget, including capital Plan • Evaluate and enhance internal controls and segregation of duties • Complete overhead charge study to ensure enterprise funds are accurately accounted for. • Conduct annual audit process • Prepare annual budget documents • Prepare Capital improvement Schedules • Develop comprehensive plan for future fiber needs for municipal facilities- Install fiber when appropriate • Plan and implement improved budget information program with the general public. • Solicit, receive, and analyze annual benefit plan options and renewals through open enrollment period. • Develop and Implement 2016 Wellness Program to improve health of Employees • Recruit, hire, and Train additional part-time help for summer code enforcement • Explore and evaluate Program Budgeting • Negotiate Labor Agreements for 2017-2018 with all unions • Conduct an annual organization-wide communication forum • Update Administrative and Personnel policies and guidelines • Perform Compensation Study using new comparable • Ensure adequate training and skills, building capacity into the personnel ranks and department • 2016 Budget Expense Review • Supervisory Replacement (sergeant) • Review and assess 2015 overtime expense • 		On Schedule	-
		Completed	Audit results presented to the Board at the March 16th meeting.
		In Process	-
		On Schedule	-
		On Schedule	-
		On Schedule	Both labor contracts expire 12/31/16. Anticipate entering talks with each Local during 2016.
		In Process	Ongoing with I/I work
		In Process	2016 Capital purchases
		In Process	2016 Budget completed sometime ago; made some additional cuts and adjustments; will be starting 2017 budget process
		In Process	improved cash collection, AR and AP processes in 2015
		In Process	scheduled to begin in May
		Completed	Report reviewed by Council. Will be accepted on 7/11/16.
		On Schedule	Underway
		On Schedule	CIP entered in new software, working on CEP
		In Process	working with Dakota Broadband Board - 2016 budget is 30k
		In Process	Open Gov is up and running online with budget information
		On Schedule	Summer/Fall 2016
		On Schedule	2016 Wellness Program developed with Budget. Plan approved by SWWC. Garden, Small steps, Speaker on Stress and Spring walk in process or complete.
		In Process	Staff to initiate Seasonal Code Position hiring for 2016 in April
		Delayed	No work completed on this.
		On Schedule	Summer/Fall 2016
		Completed	Department meeting held on March 16th.
		On Schedule	Updates underway
		On Schedule	-
		Ongoing	Ongoing throughout the year; due to increased mandates the department has requested additional training funds for 2016
		In Process	Review all 2016 police expense coding to ensure accurate recording of approved police expenditures
		In Process	Review and access the department's organization structure to ensure proper assignment of supervisory personnel, sworn or civilian?
		In Process	2015 OT expense was excessive; a review will be conducted to analyze potential cost efficiencies and why OT was so excessive
Use technology to operate smarter.	5b	STATUS	COMMENT
• Develop and implement a new Computer Aided Dispatching (CAD) System		In Process	On going development and training of the new system. Go live date of June 1st at 0600 hrs.

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<ul style="list-style-type: none"> Develop GPS inventory of existing street signage. 	Ongoing	Engineering intern will complete this summer. Waiting on app from Dakota County GIS so we can begin
<ul style="list-style-type: none"> Scan and destroy all investigative files with the exception of those files which can be aggravated or required to be maintained per Minnesota State Statutes (Investigative notes) 	In Process	Completed scanning case files back to 2000 (15 years worth); will start working on investigative files throughout 2016
<ul style="list-style-type: none"> New CAD software install 	In Process	Work with the City's IT department to install the CAD software on patrol laptops
<ul style="list-style-type: none"> Utilize GPS Tracking devices to detect and deter crime 	Ongoing	Patrol officers becoming more familiar with these tools, being utilized more; changed out bait car to a newer model - more desirable to steal
<ul style="list-style-type: none"> Evaluate and implement electronic timesheet option 	In Process	Approach to this effort still being developed
<ul style="list-style-type: none"> Improve Website content/layout by dept. 	On Schedule	Park & Rec, and Police complete, starting on Community Development
<ul style="list-style-type: none"> Develop online permitting process 	In Process	waiting for implementation of new CD software
<ul style="list-style-type: none"> Conduct crime analysis 	Ongoing	Jerri & Laura working well together in developing monthly informational packets; examining methods to expand information to metro area; both requesting additional crime analysis classes; attempted to secure a crime analysis grant with CJIN
<ul style="list-style-type: none"> Install cameras, traffic, security, police - Deploy Sentry 6000 camera and incorporate cameras in Harmon Park and Robert Street projects 	In Process	Harmon Pk cameras and re-deployment of Sentry 6000 camera complete, plans for ice arena are in place, waiting fiber infrastructure, city hall plans in progress
<ul style="list-style-type: none"> Develop paperless Plan reviews for inspections and Engineering 	In Process	CRW Track-It software implementation in progress
<ul style="list-style-type: none"> Laser Fiche - complete the archival of documents. Create processes to organize and file new documents. 	Ongoing	Park & Rec and plan review complete, working on admin records
<ul style="list-style-type: none"> Infrastructure upgrades - replace outdated switches to ensure reliability and compliance. 	Completed	Harmon Park and City Hall IT infrastructure complete
<ul style="list-style-type: none"> Server upgrades - add 3rd ESXI box at Public Works for redundancy and backup. 	Completed	ESXI boxes installed, virtualization of servers complete
<ul style="list-style-type: none"> Replace City hall WAP and Police garage WAP 	Completed	-
<ul style="list-style-type: none"> Crowd Sourcing - Explore the use of crowd sourcing to solve problems for the city of WSP. 	Ongoing	exploring opportunities
<ul style="list-style-type: none"> License Plate Reader (Police) - Expand the use of LPR for police by utilizing stationary and mobile cameras. 	Completed	2nd mobile LPR installed in squad, decided to defer stationery camera
<ul style="list-style-type: none"> Tablets for inspectors in the field 	On Schedule	Engineering Dept. complete, waiting for CRW implementation
<ul style="list-style-type: none"> Public Works GPS Inventory of signs and utilities 	In Process	Dakota County working on app
<ul style="list-style-type: none"> Complete IT portion of Intranet site 	Completed	-
<ul style="list-style-type: none"> On-line Business Licensing 	In Process	Work with the IT director in using Community Develops new software for on-line licensing
<ul style="list-style-type: none"> Provide Cloud accessibility to resources 	Ongoing	Implemented Pydio for file secure file sharing
<ul style="list-style-type: none"> Complete an organized update of Administrative Policies 	On Schedule	Linda created a spreadsheet of current and past admin policies.
<ul style="list-style-type: none"> Define City's role in the development of a County Wide JPA for broadband project. 	In Process	JPA approved by City Council Broadband study underway that will identify system needs.
<ul style="list-style-type: none"> Implement NeoGov Onboarding Module 	Delayed	-
<ul style="list-style-type: none"> Implement NeoGov Performance Eval Module 	Delayed	Survey Monkey of what employees and supervisors like and don't like about our form and what is missing by end of July.
<ul style="list-style-type: none"> Complete audit of City data practices compliance 	Ongoing	Chantal developed a policy and is updating based on information provided by SL.
<ul style="list-style-type: none"> Complete training exercise for employees regarding data practices. 	On Schedule	After audit is done.
<ul style="list-style-type: none"> Plan and implement on-line permitting 	On Schedule	
<ul style="list-style-type: none"> Consolidate LPR information between cities 	Canceled	legislative action prevented attainment of this goal
<ul style="list-style-type: none"> Single Sign on (Police) 	In Process	-
<ul style="list-style-type: none"> . 		

Be accountable and able to demonstrate progress and success.

5c

STATUS

COMMENT

<ul style="list-style-type: none"> Work with the SMF Board in reviewing the long-range Strategic Plan and successfully adopting updated plan. 	Completed	Annual review and update by the Board at their March 16th meeting.
<ul style="list-style-type: none"> Modify and expand summer sports programs 	Ongoing	Will re-evaluate after summer 2016 (new Rec Programmer)
<ul style="list-style-type: none"> Review, update and Streamline Building Permit Process 	In Process	New software to go live on 1/01/17.
<ul style="list-style-type: none"> Develop and maintain performance measurement system 	In Process	performance measurements established

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• Submit Pay Equity report to State	In Process	Submitted. Request for reconsideration on Council agenda 7-11-16 and will be submitted to the State afterwards.
• Update financial information/reports on City website	In Process	Open Gov implemented
• Prepare and update IT Policies - Computer use policy - Cell phone Policy	In Process	Computer use and cell phone policies complete, starting body cam policy
• Complete IT Documentation/Training - hardware/software documentation for inventory and budgeting	In Process	hardware inventory complete, software inventory in progress
• Resolve LOGIS IT Audit Finding	In Process	expect completion by end of year
• Work with Council in updating long range Strategic Plan	Delayed	No update completed in 2016.
• Ensure ongoing management of effective performance measurement system that demonstrates objective accomplishments in meeting strategic goals and providing semiannual updates to City Council	On Schedule	Work updates still being done.
• Develop sound, clearly organized and written Personnel Policy Manual	In Process	First draft of full policy document is done. Additional law comparison is almost complete. Some policies are being adopted upon completion.
• Utilize Alliance for Innovation tools, services, and training events	Ongoing	
• Review, update and Streamline Building Permit Process	In Process	New software to go live on 1/01/17.
• Determine appropriate permitting software that integrates with the New World Software system	Completed	Implementation has begun
• Prepare Annual Report Card to the community regarding Strategic progress	On Schedule	Report is based on Workplan. This report went in the June newsletter.
• Complete an organized update of Administrative Policies	On Schedule	Linda created a spreadsheet of current and past admin policies.
• Initiate analysis regarding best practices for management of solid waste in the community.	Delayed	Nothing initiated yet
• Conduct evidence room audits and manage and secure evidence according to applicable regulations	In Process	Evidence room top-notch; evidence room audits conducted throughout the year; always a passing grade;
• Complete audit of City data practices compliance	Ongoing	Chantal developed a policy and is updating based on information provided by SL.
• Continue to work with Finance to resolve discrepancies in implementation of policies	Ongoing	Work on adding status changes into NeoGov. 1095B and C forms almost complete. Transmittal for one plan waiting for Joan.
• Complete training exercise for employees regarding data practices.	On Schedule	After audit is done.

Remain a learning organization. 5d

	STATUS	COMMENT
• Increase end user training to utilize new and existing technologies.	Ongoing	reconsidering approach to training
• Develop test of Personnel Policy Knowledge and incorporate into training	In Process	After Policies are complete or with each policy training meeting.
• Develop formal orientation process for Advisory Commissions	Delayed	This is postponed until later this year.
• Develop and implement comprehensive and organization wide training program that is based on individual and department training needs.	Delayed	waiting on feedback from department
• Encourage Management staff to participate in relevant training and conferences.	Canceled	Performance Evaluation Training held in February; Facilitation and teambuilding session held.
• Crime trends, track, knowledge of, communicate	In Process	Monthly Patrol and Investigative bulletins being distributed
• Develop and edit safety video for new and seasonal employees	Completed	Completed and reviewed by Regional Safety Group
• Update all committees - recruit and update booklet	Completed	Chantal will keep updated for annual appointments
• Provide information about trends to Crime Prevention	Ongoing	Laura Vaughan and Jerri Schmidt create and distribute monthly Patrol and Investigative bulletins containing current crime trends and occurrences

Establish strong community communications and engagement opportunities. 5e

	STATUS	COMMENT
• Conduct public education for third and fourth grade students	On Schedule	
• Plan and implement a Night to Unite Celebration	In Process	Night to Unite scheduled for Tuesday, August 22
• Improve Website content/layout by dept.	On Schedule	Park & Rec, and Police complete, starting on Community Development

2016 Workplan - Quarterly Report

<ul style="list-style-type: none"> • Develop communication between City and developers - Use email distribution lists, interactive website to increase communication between developers and the city. Work w/new Marketing EE • Plan and implement 2016 volunteer recognition event • Conduct Neighborhood meeting series • Support marketing and recruitment of municipal advisory members • Continue to work with Finance to resolve discrepancies in implementation of policies • Plan, prepare, and administer Primary Election (August) • Plan, prepare, and administer General Election (November) • Maintain and market Code Hotline • Continue to work with Finance to resolve discrepancies in implementation of policies • Conduct public education for citizens of both cities • Develop Community Foundation for supporting local community projects and events. • Art on the Avenue • Hire and train the two new CSOs • Provide assistance and support to victims, as needed • Implement specific communication strategy for Robert St. Year 2 • Assist Police Department in creating Facebook page • Implement the new rental licensing ordinance • Outreach to minority groups • 	Delayed	waiting on feedback from department
	Completed	Event occurred 4-12-16. Almost all regular volunteers participated and many more commission members.
	On Schedule	Neighborhood meetings held in early 2016
	Ongoing	
	Ongoing	Work on adding status changes into NeoGov. 1095B and C forms almost complete. Transmittal for one plan waiting for Joan.
	On Schedule	All precincts secured; election judges recruited; working on training
	On Schedule	All precincts secured; election judges recruited; working on training
	Ongoing	-
	Ongoing	Work on adding status changes into NeoGov. 1095B and C forms almost complete. Transmittal for one plan waiting for Joan.
	Ongoing	-
	In Process	Council person Halverson has established 501 c3 We Are WSP organization
	On Schedule	Chantal recruits art vendors, food vendors, music; security plan approved; business visits complete; recruit volunteers. Dan created sponsorship package and flyer and is working on marketing efforts.
	In Process	Hiring process started, just received termination dates of current officers (2); expected job offer in February, 17 week FTO process
	Ongoing	Jerri continues to do a terrific job with witness communications and keeping them informed
	Completed	Done, Exceeding all expectations. 1122 likes in 5 days.
	In Process	Work with Community Development to help implement the revised rental licensing ordinance
	In Process	communicate with particular community groups

Be Creative, Collaborative and Transparent	5f	STATUS	COMMENT
<ul style="list-style-type: none"> • Enhance snowplowing operations by adding brine storage and pumping equipment • Review and improve work order system and inventory control • Build enclosures for port-a-potties • Partner and build relationships with other Cities • Prepare Annual Report Card to the community regarding Strategic progress • Develop and implement comprehensive and organization wide training program that is based on individual and department training needs. • Develop and implement employee led program that encourages and rewards innovative practices and entrepreneurial thinking. 		Completed	
		In Process	Public is beginning to utilize on-line work-order system.
		Completed	-
		Ongoing	exploring opportunities
		On Schedule	Report is based on Workplan. This report went in the June newsletter.
		Delayed	To Draft Spreadsheet with names, topics, and ratings on levels of importance and skill. - postponed due to workload. Present to City Manager by end of September.
		In Process	IT committee developed for the purpose of identifying entrepreneurial opportunities using technology. More work to be done in this area.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Sherrie Le, Assistant City Manager
DATE: July 11, 2016
SUBJECT: Accept Bid and Award Contract for City Hall Remodeling



City of West St. Paul

BACKGROUND INFORMATION:

In May, 2016, the City Council reviewed the project scope for the City Hall remodeling work and agreed to go out for bids. The bid specifications were then finalized and sent out for bid using required procedures. The initial rough cost was estimated at \$200,000. The rough estimate provided by Wold, after refinement of the project was \$122,500 without Alternate A and B and \$150,000 with both options. (Alternate A of the bid proposal was the partition wall in the expanded lobby conference room and B was carpeting for that room.)

As discussed at the May meeting, a separate quote was obtained on an option to create an emergency exit in the back of the Council Chambers. After receiving additional information about the feasibility and cost of an emergency exit, it was determined not to be feasible as proposed due to the fact that the load on the walls was already at its maximum. Therefore, that option was not included in the formal bid document.

The plans and specifications were prepared by Wold Architects and Engineers and they managed the bid opening with staff present. We were very fortunate to receive eight bids for the work and the low bid came in under their estimate. Please see the attached award recommendation prepared by Wold Architects and Engineers.

FISCAL IMPACT: Staff recommends funding for this project from the City Hall Facility budget. As previously mentioned, some of the work will be completed by internal staff to keep the cost down and there will be some additional cost as staff will be buying conference room tables, paint, tile and floor mats. The lockers and tables would be able to be moved to a new building, should the City council approve building one in the future.

		Amount
Fund:	415	
Department:	42940	
Account:	40520	\$130,700

STAFF RECOMMENDATION: Staff requests award of the bid to Parkos Construction Company, with both alternates, at a cost of \$130,700.



June 29, 2016

City Council
City of West St. Paul
1616 Humboldt Ave.
West Saint Paul, Minnesota 55118

Re: City Hall and Police Remodeling
Commission No. 162066

Dear Mayor and City Council:

On June 28, 2016 bids were received for the City Hall and Police Remodeling Project. A total of eight bids were received. A bid tabulation sheet is enclosed for your review. The bids received represent an acceptable range and the low bid received from Parkos Construction Company meets the budget requirements for the project. There were two alternate bids for the project and acceptance or rejection of the alternate will not affect who the low bidder will be. We recommend the following:

Base Bid: Renovation **\$112,600**

The base bid includes the addition of two conference rooms off the main public lobby and associated renovation. Also included is minor remodeling of the police locker rooms on the main level and lower level as well as purchase of new lockers for the women's locker room.

Recommendation: Accept this Base Bid

Alternate No. 1: Folding Partition **\$15,800**

This alternate adds a folding partition to the main lobby larger conference room allowing the room to be subdivided into two spaces. For the added flexibility, staff are recommending acceptance of this alternate.

Recommendation: Accept this Alternate

Alternate No. 2: Carpeting **\$2,300**

This alternate adds carpeting to the large main lobby conference room in lieu of reusing the existing flooring. To complete this space, staff are recommending acceptance of this alternate

Recommendation: Accept this Alternate

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

**PLANNERS
ARCHITECTS
ENGINEERS**



We recommend the City Council accept the Base Bid and Alternate No. 1 and No 2 and award a contract to Parkos Construction Company of West St. Paul in the amount of \$130,700.

Sincerely,

WOLD ARCHITECTS AND ENGINEERS

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

John McNamara | AIA, LEED-AP
Partner

Enclosure

cc: Sherrie Le, City of West St. Paul
Bud Shaver, City of West St. Paul
Jonathan Loose, Wold Architects and Engineers



Project Name: City Hall and Police Renovation

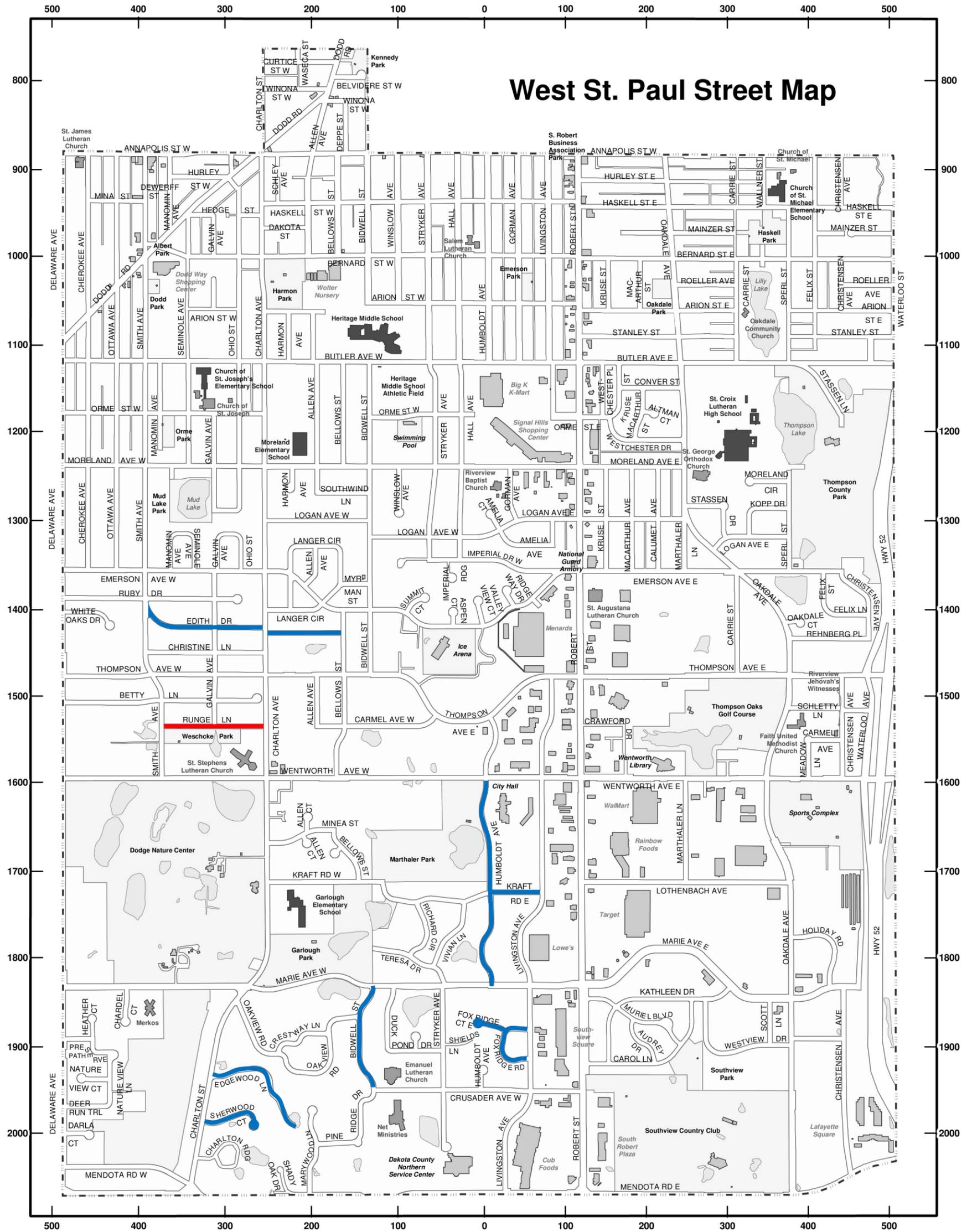
BID TABULATION

Commission No.: 162066
 Date: 6/28/2016
 Time: 2:00pm

Wold Architects and Engineers
 332 Minnesota Street, Suite W2000
 Saint Paul, Minnesota 55101
 651.227.7773 Fax: 651.223.5646

Bidders Name	Responsible Contractor	Addendum Numbers	Bid Security	Base Bid	Alternate #1 - Folding Partition	Alternate #2 - Carpeting	Remarks
Derau Construction 1407 East Cliff Rd. Burnsville, MN 55337 P: (952) - 697 - 5131	x	1,2,3	x	\$115,700	\$21,500	\$2,500	
IYAWE & Associates 2500 New Brighton Blvd. #203 St. Anthony, MN 55418 P: (612) - 267 - 2880 F: (612) - 786 - 1807	x	1,2,3	x	\$184,000	\$17,500	\$4,000	
J.S. Gates Construction Inc. 2400 Cates Ranch Drive Hamel, MN 55340 P: (763) - 478 - 8961	x	1,2,3	x	\$137,000	\$18,000	\$6,000	
Langer Construction Company 54 Moreland Avenue East West St. Paul, MN 55118 P: (651) - 457 - 5993	x	1,2,3	x	\$116,500	\$15,500	\$3,500	
Morcon Construction Inc. 5905 Golden Valley Road Golden Valley, MN 55422 P: (763) - 546 - 6066	x	1,2,3	x	\$158,000	\$19,900	\$4,700	
Parkos Construction Company 1010 S Robert Street West St. Paul, MN 55118 P: (651) - 455 - 0031	x	1,2,3	x	\$112,600	\$15,800	\$2,300	Apparent Low Bid
Project One Constructon, Inc. 10375 County Rd 8 Kimball, MN 55353 P: (320) - 398 - 7000	x	1,2,3	x	\$134,074	\$15,062	\$2,274	
Versacon, Inc. 7308 Aspen Lane North, Suite144 Brooklyn Park, MN 55428 P: (763) - 391 - 5610	x	1,2,3	x	\$154,700	\$25,400	\$4,050	

2017 Street Improvements



0 0.125 0.25 0.5 Miles

Map Dated August 19, 2008

— Full Reconstruction

— Full-Depth Reclamation

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Ross Beckwith, PW & Parks Dir./City Engineer
DATE: July 11, 2016
SUBJECT: Approve Consultant Contract for 2017 Street Improvements – City Project #17-1



City of West St. Paul

BACKGROUND INFORMATION:

Staff recently solicited RFP’s (Request for Proposals) from three consulting engineering firms for engineering design services on the 2017 Street Improvement Project. Two of the three firms submitted proposals. The consulting services will include topographic surveying, soil borings, preparation of the feasibility study, project design, plan/specification preparation, construction staking and as-built drawings. Contract administration and construction observation will be performed solely by City staff.

Consulting Firm	Total Proposal Amount
Stonebrooke Engineering	Did not submit
Bolton & Menk, Inc.	\$ 229,899
Kimley-Horn & Assoc., Inc.	\$ 230,100

All of the above firms have extensive experience with street improvement projects. Additionally, staff has worked with these firms on similar projects in the past. Proposals were reviewed for project team experience, timeline, hours/staff dedicated to each task and cost. Staff is recommending that Bolton & Menk, Inc. be chosen for this project.

FISCAL IMPACT:

Since the 2016 Street Improvement Project was postponed, the 2016 and 2017 Capital Improvement Program amounts were combined for a total project budget of \$5M. This budget includes sufficient funding for consulting services. Upon completion of the feasibility study, a detailed cost estimate will be provided which will give an accurate account of the project costs of each street.

		Amount
Fund:	551	
Department:	43121	
Account:	41161	\$229,899

STAFF RECOMMENDATION:

Staff recommends that the City Council approve a contract with Bolton & Menk, Inc. for the design of the 2017 Street Improvement Project, City Project 17-1, for an hourly not-to-exceed contract amount of \$229,899.

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

**AN ORDINANCE AMENDING SECTION 72.05(D) OF THE WEST ST. PAUL CITY
CODE REGARDING PARKED OR STORED MOTOR VEHICLES**

The City Council of West St. Paul does ordain:

SECTION 1. West St. Paul City Code Section **72.05 (D)** relating to **Parked or Stored Motor Vehicles** is hereby amended as follows:

(6) No camp car, trailer, motor vehicle, tent or other temporary structure may be parked or placed upon any public street or on any public or private premises in the city and used as a shelter or enclosure of persons and their effects for the purpose of living therein.

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

Passed this _____ day of _____, 2016.

Ayes:

Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Bud Shaver, Police Chief
Korine Land, City Attorney



City of West St. Paul

DATE: July 11, 2016
SUBJECT: An Ordinance Amending Section 72.05(D) regarding parked or Stored Motor vehicles (First Reading)

BACKGROUND INFORMATION:

City staff attempted to address the growing number of individuals living out of their motor vehicles, trailers and other makeshift structures in the City with the recent recodification of the City's Codes. However, when the recodification process was completed it was noted this change was adopted under the "Motor Home" section. With the language under this section it meant that an individual would have to be living out of a motor home to be in violation. The issue staff was trying to mitigate was individuals living out of vehicles, trailers and makeshift structures. These devices do not have certain elements that foster healthy, sanitary living shelters such as bathroom and washing (water) facilities, food storage, heat, etc..

Moreover, the police department continues to be contacted remove individuals living out of motor vehicles, trailers and other temporary structures from being parked on private property and in City parks. In just about every case, the individuals have been put in contact with Social Services to help address any immediate needs; many times this assistance has been refused.

The City Attorney has drafted a simple language change to section 72.05(D) of the City Code making it a violation of City Code for a person to live out of a vehicle, tent, trailer or some other type of temporary structure.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

This is a first reading. Upon Council review suggest any necessary changes or modifications. If warranted and upon proper notice, request staff to place this item on a future Council agenda for a public hearing and a final reading.

ATTACHMENTS:

An Ordinance Amending Section 72.05(D) of the West St. Paul City Code regarding parked or stored motor vehicles.

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

**AN ORDINANCE AMENDING SECTION 72.05(D) OF THE WEST ST. PAUL CITY
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SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this _____ day of _____, 2016.

Ayes:

Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

TO: Mayor and City Council
FROM: Matt Fulton, City Manager
DATE: July 11, 2016
SUBJECT: I&I Assessment Options



City of West St. Paul

BACKGROUND INFORMATION:

This item was continued from the Council’s last regular meeting to allow staff the opportunity to explore additional options that could be considered for I/I work contracted by residents between April 11th 2016 and May 23rd 2016. As you might recall, staff believes this might involve around 40 properties.

Attached for Council consideration are 4 possible special assessment options for paying off I&I assessments for any eligible projects. The intent is that the Council could decide to do nothing or allow impacted properties to select from any option.

All options show a \$5,000 assessment with 3% interest.

- Option 1 is the current assessment with no change, which is 10 years at 3% interest.
- Option 2 extends the term of the assessment from 10 to 15 years, with 3 % interest.
- Option 3 defers the assessment 3 years with no interest during the deferral period. Under this scenario, the City would forgo approximately \$18,000 in interest.
- Option 4 defers the assessment until point of sale (example uses 10 years until sale) but continues to accrue interest during deferral period. This option allows property owners to effectively mirror the approach recently approved by Council, with the exception of the interest charges.
- The final example is not an option but demonstrates an estimated assessment if the resident had waited to complete the repairs and costs had increased 3% annually. Costs for deferring any I/I projects will increase in the future.

FISCAL IMPACT:

There is no direct fiscal impact to the City; it only changes cash flow management.

	Amount
Fund:	
Department:	
Account:	

STAFF RECOMMENDATION: Council is requested to consider whether any consideration is appropriate for the impacted properties and, if so, which option(s) to make available to the impacted property owners.

Example for a 10 year, \$5,000 assessment**Option 1 (current assessment)**

year	principal	interest	payment	balance
1	500.00	150.00	650.00	4,500.00
2	500.00	135.00	635.00	4,000.00
3	500.00	120.00	620.00	3,500.00
4	500.00	105.00	605.00	3,000.00
5	500.00	90.00	590.00	2,500.00
6	500.00	75.00	575.00	2,000.00
7	500.00	60.00	560.00	1,500.00
8	500.00	45.00	545.00	1,000.00
9	500.00	30.00	530.00	500.00
10	500.00	15.00	515.00	-
	5,000.00	825.00	5,825.00	

Option 2 (extend term to 15 years)

1	333.33	150	483.33	4,666.67
2	333.33	140	473.33	4,333.33
3	333.33	130	463.33	4,000.00
4	333.33	120	453.33	3,666.67
5	333.33	110	443.33	3,333.33
6	333.33	100	433.33	3,000.00
7	333.33	90	423.33	2,666.67
8	333.33	80	413.33	2,333.33
9	333.33	70	403.33	2,000.00
10	333.33	60	393.33	1,666.67
11	333.33	50	383.33	1,333.33
12	333.33	40	373.33	1,000.00
13	333.33	30	363.33	666.67
14	333.33	20	353.33	333.33
15	333.33	10	343.33	-
	5,000.00	1,200.00	6,200.00	

Option 3 (defer 3 years with no interest during deferral period)

1	-	-	-	5,000.00
2	-	-	-	5,000.00
3	-	-	-	5,000.00
4	500.00	150.00	650.00	4,500.00
5	500.00	135.00	635.00	4,000.00
6	500.00	120.00	620.00	3,500.00
7	500.00	105.00	605.00	3,000.00
8	500.00	90.00	590.00	2,500.00
9	500.00	75.00	575.00	2,000.00
10	500.00	60.00	560.00	1,500.00
11	500.00	45.00	545.00	1,000.00
12	500.00	30.00	530.00	500.00
13	500.00	15.00	515.00	-
	5,000.00	825.00	5,825.00	

Option 4 (defer 10 years with interest)

1	-	150.00	150.00	5,000.00
2	-	150.00	150.00	5,000.00
3	-	150.00	150.00	5,000.00
4	-	150.00	150.00	5,000.00
5	-	150.00	150.00	5,000.00
6	-	150.00	150.00	5,000.00
7	-	150.00	150.00	5,000.00
8	-	150.00	150.00	5,000.00
9	-	150.00	150.00	5,000.00
10	-	150.00	150.00	5,000.00
11	500.00	150.00	650.00	4,500.00
12	500.00	135.00	635.00	4,000.00
13	500.00	120.00	620.00	3,500.00
14	500.00	105.00	605.00	3,000.00
15	500.00	90.00	590.00	2,500.00
16	500.00	75.00	575.00	2,000.00
17	500.00	60.00	560.00	1,500.00
18	500.00	45.00	545.00	1,000.00
19	500.00	30.00	530.00	500.00
20	500.00	15.00	515.00	-
	<u>5,000.00</u>	<u>2,325.00</u>	<u>7,325.00</u>	

**Example if resident had waited 10 years to complete work
- assumes 3% annual cpi increases**

1	650.00	195.00	845.00	5,850.00	1	<u>5,000.00</u>
2	650.00	175.50	825.50	5,200.00	2	5,150.00
3	650.00	156.00	806.00	4,550.00	3	5,304.50
4	650.00	136.50	786.50	3,900.00	4	5,463.64
5	650.00	117.00	767.00	3,250.00	5	5,627.54
6	650.00	97.50	747.50	2,600.00	6	5,796.37
7	650.00	78.00	728.00	1,950.00	7	5,970.26
8	650.00	58.50	708.50	1,300.00	8	6,149.37
9	650.00	39.00	689.00	650.00	9	6,333.85
10	650.00	19.50	669.50	-	10	6,523.87
	<u>6,500.00</u>	<u>1,072.50</u>	<u>7,572.50</u>			

3% cpi over
10 years

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Jim Hartshorn, Comm. Dev. Dir.
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: July 11, 2016
SUBJECT: Conditional Use Permit – 1365 Bidwell St.



BACKGROUND INFORMATION:

At the previous Council meeting, Staff intended to continue the public hearing for the requested CUP to the July 25, 2016 Council meeting. However, due to some miscommunication the item was approved. Since the application still needs to be reviewed by the Planning Commission at their July 19, 2016 meeting, Staff is recommending that Council reconsider the approval of the application and continue the public hearing to the July 25, 2016 Council meeting.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		N/A

STAFF RECOMMENDATION:

Staff recommends that the Council RECONSIDER the recent APPROVAL of the Conditional Use Permit and CONTINUE the public hearing to the July 25, 2106 City Council meeting.