

**City of West St. Paul  
City Council Meeting Minutes  
March 14, 2016**

**1. Call to Order**

Mayor David Meisinger called the meeting to order at 6:33 p.m.

**2. Roll Call**

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

Others: City Manager Matt Fulton, Assistant City Manager and HR Director Sherrie Le, Finance Director Joan Carlson, Police Chief Manila Shaver, PW and Parks and Rec Director/City Engineer Ross Beckwith, City Planner Ben Boike, City Attorney Korine Land and Recording Secretary Cindy Holzmer.

**3. Pledge of Allegiance**

**4. Adopt the Agenda**

The following changes were made to the City Council Agendas:

- Clpn. Halverson moved Consent Item I to New Business Item E (Accept 2015 Annual Report on Shared Volunteer Program).
- Mayor Meisinger added Access to Livingston – Arby's, Office Buildings, Applebees, 5-8 Club and Rack Shack to New Business Item F
- Mayor Meisinger added City Hall Architect as Item 13D.

Motion made by Clpn. Bellows and seconded by Clpn. Iago to adopt the agenda with the change above. All members present voted aye. Motion carried.

**5. OCWS Briefing**

Mayor Meisinger briefly mentioned that discussed 1010 Dodd, access Livingston – Arby's, Office Buildings, Applebees, 5-8 Club and Inflow/Infiltration with the Met Council.

**6. Robert Street Review**

City Engineer Ross Beckwith gave an update. Preliminary work right now, from Annapolis to Thompson the inside lane is closed for the southbound lane during daytime; outside lane closed for south half from Thompson to Mendota. We are easing into the construction season which is scheduled to start April 4, 2016. Business Liaison meeting is April 1, 2016.

Mayor Meisinger stated the revised cost of the project is currently \$43,237,339 which is an overage of \$1,691,825. We are working on controlling costs.

## 7. Citizen Comments

Chris Rossley (886 Winslow Avenue). Discuss garbage hauling issue. Multiple trucks on street and cans left all over, sometimes they are backed up and it's a cost issue. In his view a controlled/one supplier service would be a good idea.

- Mayor Meisinger stated the City is looking into this right now. No decision has been made, but we have started the process.

George Hamernick (1323 Manomin Avenue). He has received an Infiltration Inspection Letter. His sump pump goes into his street. The only water that is going into the sewer system is infiltration into the sewer line. The amount has to be minimal. The estimate he has received is over \$6,000. He would like the Council's opinion and wondered if he could get a waiver.

- Mayor Meisinger stated that the City can't give a waiver to not do the work but can extend his time because the Council is re-evaluating.

Robert Dusterhoft (281 Edith Drive). He is concerned about the overage on the Robert Street Project. We won't know until the project is done.

- Mayor Meisinger stated that we have budgeted \$500,000 for soil correction on the second half.
- Mr. Dusterhoft wondered where the cost is going to come from to cover if we can't get it from legislation.
- Mayor Meisinger stated it'll come from property taxes.
- Mr. Dusterhoft expressed that Edith Drive is a mess and needs to be rebuilt and is frustrated that it keeps getting pushed.
- Mayor Meisinger stated that all street improvements have been postponed.
- Mr. Dusterhoft stated that Edith Drive is also getting hit with Inflow/Infiltration.

Jodi Wanner (127 Bernard Street East). Ms. Wanner explained to the Council that there are inoperable and unlicensed vehicles that are being parked in front of her house because they can't park on Robert Street. The people are sometimes parking on or in her driveway and she has to drive off of her driveway to get out. People are also littering and nothing is being done about that.

- Mayor Meisinger stated they are looking at options for parking for apartments.
- Clpn. Vitelli recommended she call the police every time there is an issue.
- Police Chief Shaver stated that an officer can't cite a person for littering unless they see it occurring.
- Clpn. Halverson stated they had an issue on the other side of street and said that calling it to our attention is helpful and getting in touch with the apartment manager could also be helpful.

## 8. Council Comments

Clpn. Vitelli urged residents to shop and eat at businesses and restaurants on Robert and to keep their dollars at home.

Clpn. Napier represented the City at the State of the County Address. Appreciates what they are doing at the County level.

Clpn. Iago wanted to take hats off to St. Croix Lutheran Boys Basketball Team for making it to one step before the State Tourney. Clpn. Iago also mentioned that the golf course is open.

Clpn. Armon mentioned that April 23, 2016 is the second annual City clean up date. Clpn. Armon asked residents to continue to call the Legislature to try to get their support to try to keep the cost down.

Clpn. Halverson mentioned Hills Floral on 1166 South Robert as they are struggling and asking for support. The Neighbor's, Inc. food drive has started.

Clpn. Bellows stated that last Thursday, Clpn. Armon, Clpn. Halverson, Clpn. Bellows and City Manager met with Secretary Peterson of the St. Cloud Area about Robert Street and seeking additional funding for Robert Street. Clpn. Bellows urged residents to call the Governor as Senator Metzen met with the Governor a week ago or so and it would particularly important to follow-up.

Mayor Meisinger stated the City did receive a check from Rosa Reece and thanked her for the unsolicited check.

Mayor Meisinger also mentioned that with respect to Inflow/Infiltration, if you received a Notice for 180, that the City is not currently enforcing that right now but to please contact City Staff to let them know you received the Notice.

## **9. Proclamations, Presentations and Recognitions**

### **A. Presentation by Met Council Regarding Inflow/Infiltration**

Jeannine Clancy and Kyle Colvin gave a presentation regarding Inflow/Infiltration.

Infiltration is the seepage of groundwater into sewer pipes through cracks or joints in the pipes. Inflow is flow from a single point.

The goal is to protect public health; protect water quality; avoid high costs to convey and treat excessive wet weather flow; encourage regional, local and private investment into the wastewater collection system.

Ms. Clancy stated the Council continues to evaluate the program. Questions of how can we improve the program and how we recommend the program modifications are being looked at and the Group is working on this.

Mayor Meisinger stated MetCouncil has not taken this lightly. This has been going on for over 10 years and a lot of numbers go into factoring what our Council needs to do.

Clpn. Napier appreciated the Met Council for being here and asked they send a copy of their PowerPoint to the Council.

- Ms. Clancy said they would send them a copy.

Clpn. Armon requested the bill number for state assistance.

Residents Comments:

Robert Dusterhoeft (281 Edith Drive). Mr. Dusterhoeft is concerned that the charts are going off of 2014. He had 17 inches of rain. Basement flooded and dumped excess water down drain because he can't carry it out of the basement. Where was he supposed to put the water because he can't physically carry it out. He wondered if that was factored in.

Mayor Meisinger reminded the residents that the 180 notices are on hold until Council can figure it out.

Ms. Clancy stated that some cities have done some work and have seen a decrease.

Mr. Dusterhoeft asked if it doesn't show a difference, is there going to be a rebate.

Ryan Kracht (1272 Galvin Avenue). Mr. Kracht wondered if the charts show the time delay from when there is rainfall and peak flow. He wondered what if we fixed the problem and then we have a major rainfall event, what percentage of sump pumps can we expect to fail? Can we still expect to exceed due to sump pump failure. He would like more data.

Mr. Colvin stated that there are situations where there are power failures that causes the sump pumps to fail and could cause the basement to flood and go into the floor drain.

Mayor Meisinger asked what the reaction of Met Council if that happens and clean water is dumped.

Mr. Colvin stated the City does have the power to appeal surcharges based on extenuating circumstances, i.e. sump pump failures could be a possible reason for appeal.

Mr. Kracht would like to request that the City has confidence if the City repairs everything.

City Manager Matt Fulton stated they had 3 neighborhoods that had sanitary sewer system back up into their homes during the 2014 storms. Lift Stations exceeded their capacity.

Mr. Colvin cautioned the City in increasing the pumping systems because it could raise the peak flow.

Clpn. Bellows stated it's the Council's obligation to determine the inflow and infiltration.

Mr. Colvin stated the Council has available flow data at each one of its meter stations down to 15 minute intervals and national weather service data.

Clpn. Iago stated the 2 stations (Robert and Dodd) have impervious surface that leads to Robert Street. The meters were placed where massive water is going to run.

Mayor Meisinger stated the City is looking at to make sure the system is tight.

Lou Flynn (1219 Galvin Avenue). Mr. Flynn stated the peak flow will change a lot and volume of flow wouldn't be affected, but the reading on the meter could be different with a reading on the top of the hill versus the bottom of the hill.

Mr. Colvin stated the peak flow is the amount of flow that flows during a period of time. The program is based on a flow rate. Peak flow is early morning and dinner time.

Mayor Meisinger would like to see the data.

Tom Focke (1252 Galvin Avenue). Mr. Focke wondered if other communities contracted with certain contractor to get the repairs done so we could possibly get a discount.

Mayor Meisinger stated the Council is looking into this and under discussion.

Mr. Focke asked how fully vetted have they been.

Mayor Meisinger stated the recommended contractors are not vetted but they have done work in the City within the last 12 months and they are licensed by the State.

Mr. Bellows reminded the residents that the 180 days' notice is not being enforced right now and recommended that Mr. Focke wait on repairs until after the Council makes a decision.

Clpn. Halverson stated that Golden Valley has a point of sale program and wondered if West St. Paul was not allowed because we need to have it done by 2020 and she wondered what the perimeters were for that program.

Ms. Clancy stated that she would defer to City Manager Fulton. The Met Council has developed a program that works best for the community.

Rhonda Meyer (1245 Ohio Street). Ms. Meyer feels that the City is under pressure because of the time limit.

Mayor Meisinger is going to put together a special meeting once the Council receives the data. He would like to meet in the next 10 days and figure out a plan by the end of the month.

Chuck Howell (293 Bernard Street West). Mr. Howell stated that things that have not been considered. He already has a contractor and his requires a complete replacement. This has created a lot of confusion. He wants his line fixed and replaced. If he only replaces out to the street and not under the street, does he get his compliance letter from the City stating he is compliance or is he going to get a letter stating there is an exception because he needs to replace

the part under the street. Is he going to need to get a rebid for under the street? Please consider all these facts.

Mayor Meisinger thanked the residents and Met Council. The Council is trying to keep the citizens and Met Council happy. The City will send another letter on this. If you received a 180 days' notice, the City will send those residents a card.

## **10. Consent Agenda**

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to approve the consent agenda items as presented:

- A. City Council Meeting Minutes (February 22, 2016 OCWS, February 22, 2016 CC and March 1, 2016 Special Closed Meeting)
- B. List of Claims March 14, 2016
- C. Approve Transfer of Funds
- D. Approval of UBS Client Services Agreement
- E. All Hazard Planning Process, Resolution 16-27
- F. Coordinated Community Response (CCR), MOU (Informational Item)
- G. Tobacco Compliance Grant, Resolution 16-26
- H. Council Report – City Licensing
- ~~I. Accept 2015 Annual Report on Shared Volunteer Program (moved to Item 12E)~~
- J. Appoint MnDOT to Act as City's Agent in Accepting Federal Transportation Aid, Resolution 16-28
- K. Approve Final Payment for Carrie/Annapolis Sewer Lining Project 14-7

All members present voted aye. Motion carried.

## **11. Public Hearing**

There were no public hearings.

## **12. New Business**

### **A. Approve Consultant Contract for Target Turn Lane Design on Robert Street**

City Engineer Beckwith stated this will be helpful with the upcoming Chick-fil-a as it helps traffic flow and safety. We are under Contract; therefore we need to get verbal approval from MnDOT and they have agreed. The next step is to put together a set of designs for approval by MnDOT. The cost of this request is \$10,000, in the form of a not-to-exceed contract with SRF, Inc. for design and plan sheet modifications.

Clpn. Napier stated this was a compromise of what had to be done.

Motion was made by Clpn. Napier and seconded by Clpn. Halverson to approve the contract with SRF, Inc. to perform design services for construction of a right turn lane on

Robert Street at Target for a not-to-exceed contract amount of \$10,000. All members present voted aye. Motion carried.

**B. Approve Revision to Consultation Contract for Lift Stations 5 & 6 Project 16-2**

City Engineer Beckwith informed the Council that through a preliminary investigation, significant changes are needed in order to effectively operate and back-up each of the lift stations in the event of a power outage. City Staff recommends the City Council approve a revision to the City's existing consultant contract with AE2S increasing the not-to-exceed contract fee to \$140,898 for services on the Lift Station 5 and 6 Replacement Project No. 16-2.

Mayor Meisinger stated they would be increasing \$49,000 to the consultant contract.

Clpn. Bellows asked if this already in the budget or is it being shifted.

City Engineer Beckwith stated that it was budgeted for.

Clpn. Vitelli wondered if the results show that the forcemain isn't big enough if we will need to replace it.

City Engineer Beckwith stated that we are placing an 8" forcemain next to the current 6" and it'll go from Delaware to Butler. It will be put behind the curb.

Clpn. Vitelli asked if it will be drilled in and City Engineer responded likely.

Clpn. Vitelli asked if they would leave the 6" in place and City Engineer Beckwith responded that for the interim they would.

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to approve a revision to the City's existing consultant contract with AE2S increasing the not-to-exceed contract fee to \$140,898 for services on the Lift Station 5 and 6 Replacement Project No. 16-2. All members present voted aye. Motion carried.

**C. Authorization to Prepare Plan and Specifications and Solicit Bids for Lift Station 5 & 6 Project 16-2**

City Engineer Beckwith stated we are ready for bids.

Clpn. Vitelli asked if the City anticipates sewer backups. City Manager Fulton stated that increasing the forcemain will address that issue.

Motion was made by Clpn. Armon and seconded by Clpn. Napier to authorize plan and specifications and soliciting of bids for the Lift Station 5 and 6 Replacement Project No. 16-2. All members present voted aye. Motion carried.

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

City Manager Fulton explained that the 2014 Minnesota Legislature approved \$2,000,000 of bond proceeds to be appropriated to the City of West St. Paul as follows:

**West St. Paul – North Suburban Regional Trail Bridge** **\$2,000,000**

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

As the Council continues to consider whether we should build a tunnel or an overpass, this simply allows for the legislative language to be changed to accommodate that.

City Staff is requesting the Council to authorize Staff to work with our state legislators to propose and support the following legislative changes in order to maximize options for the use of the bonding appropriation:

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

Clpn. Iago asked if the proposal says all three, bridge, tunnel and at grade. City Manager Fulton said it does have tunnel and at grade. Clpn. Iago asked if we are committed to anything. Clpn. Halverson stated that the proposal would be for a separated grade. Mayor Meisinger stated right now, the grant only allows for a bridge.

Clpn. Bellows has reservations about this project. He would not be in favor of making the change.

Clpn. Halverson is in favor of making the change so we have options. She said it is important to have safe crossing.

Clpn. Napier stated that we are not asking for money, just asking for a change in the language.

Clpn. Halverson stated that we can’t revisit if we don’t ask for the language change right now.

Clpn. Bellows stated that he does believe there is a session in 2017.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to authorize Staff to work with our state legislators to propose and support the legislative changes proposed as follows:

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

Clpn. Armon, Clpn. Halverson, Clpn. Napier and Clpn. Vitelli voted aye. Clpn. Bellows and Clpn. Iago voted nay. Motion carried.

#### **E. Accept 2015 Annual Report on Shared Volunteer Program**

Asst. City Manager Sherrie Le presented the 2015 Shared Volunteer Program Annual Report. The cost in 2015 was roughly \$7,000, resulting in a positive value of \$38,000.

Asst. City Manager Sherrie Le thanked our volunteers. The volunteer dinner is on April 12, 2016 in the evening and invitations will be going out soon.

Clpn. Armon is glad we are discussing because it allows us to thank the volunteers and ask for more.

Clpn. Napier acknowledged the partnership with other communities and the success. This is something that needs to be out and exposed to the community.

Clpn. Halverson thought it was important to thank volunteers and asked that the Council be included in the volunteer dinner invitation.

Clpn. Bellows thanked the range of volunteers.

Clpn. Armon stated that a group that has significant contribution are cop carts.

Asst. City Manager Sherrie Le stated that the volunteer dinner will just be exclusively for the volunteers in West St. Paul.

Motion was made by Clpn. Napier and seconded by Clpn. Vitelli to accept the 2015 Shared Volunteer Program Annual Report. All members present voted aye. Motion carried.

**F. Access to Livingston – Arby’s, Office Buildings, Applebee’s, 5-8 Club and Rack Shack**

Mayor Meisinger provided a brief update from the Open Council Work Session Meeting. The City will be getting engineering on board to provide access and to make Lowe’s happy.

**13. Old Business**

**A. Final Reading – Rezoning of 1636 Delaware From C, Conservancy to R1-C, Single Family Residential – Thomas I. Dodge**

City Planner Ben Boike provided a brief update.

Staff recommends approval of the rezoning of 1636 Delaware Avenue from C, Conservancy to R1-C, Single Family Residential subject to the approval of the corresponding Plat application.

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

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

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to approve Staff recommendations and ordinance 16-03 rezoning 1636 Delaware Ave from C, Conservancy to R-1C, Single-Family residential. All members present voted aye. Motion carried.

**B. Provisional Rental License Review – 212/232 Thompson Avenue**

City Planner Ben Boike provided a brief update. The rental licenses for 212/232 Thompson Avenue have been provisional since April 13, 2015. The Council last reviewed the status of the license on November 23, 2015, and at that time, Council opted

to continue the provisional license for a four month period. During the four month period, there have been 0 police calls and 0 code compliance problems.

Staff is recommending that we continue the provisional license until the next license date which is November 2016 because the issues were in the summer months.

Clpn. Halverson agreed with the recommendations.

Motion was made by Clpn. Halverson and seconded by Clpn. Iago to continue the provisional rental license for 212 and 232 Thompson Avenue until the next license renewal. All members present voted aye. Motion carried. (Resolution No. 16-25)

### **C. Provisional Rental License Review – 966/976 Robert St. (Blew Holdings, LLC)**

City Planner Ben Boike provided a brief update. There have been 6 valid police calls and 2 compliance letters issued. Staff is doing monthly walkthroughs and notice general uncleanliness, heating issues, issues with tenant behavior and issues with trespassing. A security system has been installed. All 29 rental units are licensed individually and all licenses must be looked at individually.

City Planner Boike reviewed the Mitigation Plan along with new recommendations by Staff. Staff is recommending an additional \$1,000 fee to cover the cost of the mitigation plan.

City Staff is recommending the Council adopt the Resolution amending the provisional license as noted and extending the provisional status for an additional 6 months.

Clpn. Armon asked in relation to the mitigation plan fee, if there was any prohibition where the tenant won't be assessed for that fee or disbursed among the renters.

- City Planner Boike said we could put a stipulation.
- City Attorney Land did not recommend that City put a provision on the fee as it would be interfering with the landlord/tenant relationship.

Clpn. Vitelli stated that he did receive a call that there was no heat in the building.

Mayor Meisinger asked if the building official went into any specific units to check the heat. City Planner Boike said they did.

The Owner (Eldon Marier) tried to explain that sometimes an air bubble gets into the system so it appears the heat is working. They do check the zone valves regularly and try to help the tenants as much as can. He is working with landlords to make improvements. In response to the police calls, he has gotten rid of two bad apples. He is trying to work with City to get better tenants. He would like to work with the City to try to address the parking issues.

Clpn. Armon asked how the mitigation plan fee will be handled and Mr. Marier responded that it would be the owner's cost.

Ron Woelfel owns Unit 101. He informed the Council that it was his unit that was broken into. His condo isn't improved. There were issues with the place being dirty. He doesn't think Blew Holdings should be allowed to renew their license because they have been given so many chances.

Mayor Meisinger stated Staff is recommending this will be a provisional license and we will re-evaluate

Alisha Jackson (976 Robert Sreet, #303). Ms. Jackson agrees with Mr. Woelfel and Mr. Marier should not be allowed to get his license. She has had heat one time. Microwave is broken. Ms. Jackson rents from Mr. Marier.

Clpn. Armon has observed some of the items that are being talked about. Grounds and litter should be picked up when you are under a microscope. He stated that he was at a loss of what to do.

Clpn. Halverson stated that if we can deny the license, she would move for that, but she didn't think they could.

Mayor Meisinger stated that they can't hold the applicant responsible for the common area trash because this is a condo. If Staff says we are making progress, then he would take their recommendation.

Clpn. Halverson stated that some issues are landlord/tenant issues that the City should not be involved in anyway.

Clpn. Armon asked would the common area, maintenance and upkeep, is that an Item O issue?

- City Planner Boike stated that it could be. The third party could handle but the intent was for landlord/tenant relationship.
- Clpn. Armon asked so it isn't.
- City Planner Boike said not directly.

Mayor Meisinger suggests that as it stands today we have no teeth against it, but if the Council would consider an ordinance in the future where a certain percentage of units are owned by one person (quasi-landlord) could be labeled to that individual, something we could look at to address something like this in the future, but right now we can't address it, as those with the same issues.

Clpn. Bellows stated that is sounds like right now we have tenant/landlord issues and the second issue of the service calls we've had from the City going to the condo. We would have to consider revocation of each unit because they are licensed individually. We should try to start monitoring calls on each unit to see if we can revoke per unit.

Clpn. Iago asked Mr. Marier if it was true that Ms. Jackson received an eviction notice because she called the police. Mr. Marier stated that Ms. Jackson received a notice because of unlicensed vehicles and her husband threatening tow company drivers.

Clpn. Iago asked Mr. Marier if he had Ms. Jackson sign a letter stating she wouldn't call the City because of a broken microwave. Mr. Marier said no and that he provided her with a countertop microwave.

Clpn. Iago asked if there was any way that Ms. Jackson was not receiving any heat. Mr. Marier stated there was an issue that him and the Building Official fixed so they now have heat.

Clpn. Iago pointed out to Mr. Marier that the same people that previously spoke on his behalf and now lodging complaints. He reminded Mr. Marier that if he found out that he was withholding heat, that he would go after him.

Mr. Marier stated that you can't withhold heat, that there was an air bubble in the line.

Clpn. Iago stated you are the owner of the individual condos and that you are only going to get 2 weeks from him to fix the problems and then the City is going to pull the licenses one by one.

Mr. Marier stated that he was sorry to hear that and that they are trying to improve everything they can to address the problems.

Mr. Vitelli asked how much is the association dues were. Mr. Marier stated the dues are determined by the size of the unit and are about \$400. Mr. Marier stated that some units are delinquent. They did have a management company until 6 months ago. Now his son, Frank is in charge of collection.

Clpn Vitelli asked about cleaning staff. Mr. Marier stated his wife vacuums the buildings and Frank and Mr. Marier patrol trash on the grounds.

Clpn. Vitelli asked how many units there were. Mr. Marier stated that there are 46 units. There is not enough to cover all the expenses. They have had a lot of repairs that they have had to spend money on.

Clpn. Vitelli asked what association fees cover. Mr. Marier stated they cover heat, snow removal, trash, etc.

Clpn. Halverson told Mr. Marier that she wished they could just deny this request to solve your problems. Clpn. Halverson asked what they could do to go after each unit. She understands that doesn't happen tonight and it takes time. Clpn. Halverson would like to be as strict as they can get and is committed to doing that.

Clpn. Bellows asked about the hot water heat system because he was trying to figure out where the air bubble would come from.

Mayor Meisinger asked Mr. Marier if he had a licensed contractor come in and bleed out the system. Mr. Marier stated that he did not the last time because the contractor showed him previously how to do it.

Ron Woelfel would like to address the crime problem. He lost his renter because he was afraid of the break-ins. He has not re-rented the condo out yet. There are issues with the keypad/key to get into building.

Gregory Jackson (976 Robert #303). Mr. Jackson informed the Council that Mr. Marier has towed his vehicle three times at \$400 a time. He has a permit to park there. His vehicle was towed because it was over the line. Other vehicles have not been towed when they have done this. He is very aggravated. He has not had heat other than he one time when the City came out.

Mayor Meisinger thanked Mr. Jackson for coming and taking the proper channels.

Alisha Jackson showed a picture of the letter that was signed stating she would not complain. Once she did complain and the City came, she received an eviction notice.

Mr. Vitelli stated that in looking at the situation, he is not sure how we are going to get out of it, other than one by one revoke the licenses.

Mr. Vitelli reviewed the profit/loss statement and stated that it is full of bogus numbers and the Association is never going to succeed. He would like to start revoking tonight. He stated that we need to do something, it's an ongoing blight.

Mayor Meisinger asked what the process was.

City Attorney Land stated that City has to provide 20 day's notice and City Staff would inspect the units. The Notice would be for revoking all of Mr. Marier's rental licenses.

City Attorney Land addressed the third party management issue and stated that it was the intention that management go to a third party so the book was out of Mr. Marier's hands.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to have a public hearing to revoke all 29 rental licenses.

Discussion:

Clpn. Iago asked to make a friendly amendment to extend for two weeks to have the City Staff do all possible inspections for the next two week.

Clpn. Halverson doesn't have anything against the two week extension but wondered if it be doubling up work and costing tax payers.

City Attorney Land stated there would be inspections to make sure all information is up to date for the revocation hearing.

Clpn. Iago withdrew his friendly amendment.

Clpn. Vitelli stated the evidence is that the association is non-existent based on the profit/loss statement.

Mayor Meisinger asked what's going to happen if we revoke and all the properties are now vacant, what are we left with.

Clpn. Halverson stated that at least we are left with something better.

Mayor Meisinger stated that we don't know the downside.

Clpn. Iago Ed – successful property owner; he knows how to get things done; something tells me that he will find a way to remedy this. As of the alance of this I don't think we have to concern ourselves.

Clpn. Armon stated that he is for strict action but is concerned about the consequences.

Mayor Meisinger stated we have 20 days to figure this out and would ask City Staff to figure out the downside.

Clpn. Bellows agreed with Mayor Meisinger in that this is a slippery slope, but if we don't do anything it'll just be a slow spiral into a bottomless pit. Clpn. Bellows stated that he will support the motion.

Clpn. Halverson told Mr. Jackson that we are trying to create a better City.

Ron Woelfel informed the Council that the Association used to have money but Mr. Marier used the money to buy property on Bernard Avenue.

All members present voted aye. Motion carried. The hearing will be set for April 11, 2016.

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Robert Dusterhoeft approached the Council again about the Inflow/Infiltration issue.

Mayor Meisinger reminded Mr. Dusterhoeft that as mentioned numerous times, the Council is going to figure this out and tell the residents what to do. Mayor Meisinger stated that he should not do anything until that decision has been made and acknowledged that he is on record stating he received a notice.

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#### **D. Approval of City Hall Architect Design Firm.**

City Manager Matt Fulton has received proposals and the most responsive proposal was submitted by Wold Architects Engineers for a price of \$16,875 and is requesting authorization to go forward.

Motion was made by Clpn. Halverson and seconded by Clpn. Napier to authorize City Staff to go forward.

Clpn. Bellows stated that he will not vote for it because the Council received it at 4:30 p.m. and he did not get a chance to review it.

Mayor Meisinger stated that in the defense of Staff, he asked them to include the low bid on Friday, but it was missed.

Clpn. Iago asked what happens if it's delayed. Mayor Meisinger stated then we would wait two weeks; however, buildings are already being torn apart.

Clpn. Napier personally believes this is a Staff deal and supports them.

Clpn. Napier, Clpn. Vitelli, Clpn. Armon, Clpn. Halverson and Clpn. Iago voted aye and Clpn. Bellows voted nay. Motion passed.

#### **14. Adjourn**

Motion was made by Clpn. Halverson and seconded by Clpn. Napier to adjourn the meeting at 9:45 p.m. All members present voted aye. Motion carried.



David Meisinger  
Mayor  
City of West St. Paul

DAKOTA COUNTY  
CITY OF WEST ST. PAUL

RESOLUTION NO. 16-27

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

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

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

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

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

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

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

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

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

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

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

Ayes: 6      Nays: 0      Attest:

  
\_\_\_\_\_  
David Meisinger, Mayor

  
\_\_\_\_\_  
Chantal Doriott, City Clerk

CITY OF WEST ST. PAUL  
DAKOTA COUNTY

RESOLUTION NO. 16-26

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

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

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

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

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

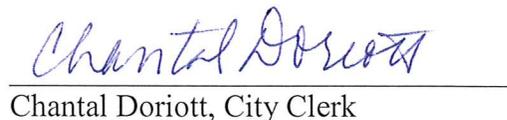
NOW, THEREFORE, The Parties hereby agree to furnish assistance to each other upon the terms and conditions set forth in the attached agreement.

City Manager Matt Fulton is hereby authorized to execute such agreements and amendments, as are necessary to implement the project on behalf of the City of West St. Paul.

Adopted by the City Council of the City of West St. Paul on this 14<sup>th</sup> day of March, 2016.

Ayes: 6      Nays: 0      Attest:

  
\_\_\_\_\_  
David Meisinger, Mayor

  
\_\_\_\_\_  
Chantal Doriott, City Clerk

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

**RESOLUTION NO. 16- 28**

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

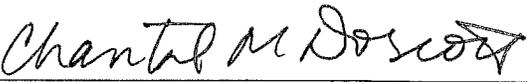
**WHEREAS**, pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent for the City of West St. Paul to accept federal aid funds which may be made available for eligible transportation related projects; and

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

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

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

  
\_\_\_\_\_  
David Meisinger, Mayor

  
\_\_\_\_\_  
Chantal M. Doriott, City Clerk

STATE OF MINNESOTA AGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF WEST SAINT PAUL  
FOR FEDERAL PARTICIPATION IN CONSTRUCTION

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This agreement is entered into by and between the City of West Saint Paul ("City") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the City desires MnDOT to act as the City's agent in accepting federal funds on the City's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds, hereinafter referred to as the "Project(s)"; and

This agreement is intended to cover all federal aid projects initiated by the City and therefore has not specific State Project number tied to it, and

This agreement supersedes agreement number 97987, and

The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE CITY.

A. DESIGNATION. The City designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website

B. STAFFING.

1. The City will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the City elects to use a private consultant for construction engineering
-

services, the City will provide a qualified, full-time public employee of the City, to be in responsible charge of the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City from its primary responsibility for performance of the work.

2. During the progress of the work on the Project(s), the City authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the City will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

C. LETTING. The City will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

1. The City will solicit bids after obtaining written notification from MnDOT that the Federal Highway Administration ("FHWA") has authorized the Project(s). Any Project(s) advertised prior to authorization will not be eligible for federal reimbursement.
  2. The City will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
  3. The City will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The City will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the City will receive the sealed bids.
  4. The City may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s).
  5. The City will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
  6. The City will receive and open bids.
-

7. After the bids are opened, the City Council will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the City will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.

D. CONTRACT ADMINISTRATION.

1. The City will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto.
  2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the City Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
  3. The City will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City from its primary responsibility for performance of the work.
  4. The City will document quantities in accordance with the guidelines set forth in the MnDOT Contract Administration Manual Sections 410 and 420 that were in effect at the time the work was performed.
  5. The City will test materials in accordance with the MnDOT Schedule of Materials Control in effect at the time each Project was let. The City will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
  6. The City may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental agreement(s) with the Contractor. The City will not be reimbursed for any costs of any work performed under a supplemental agreement unless MnDOT has notified the City that the
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subject work is eligible for federal funds and sufficient federal funds are available.

7. The City will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
8. The City will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the City. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The City will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

#### E. PAYMENTS.

1. The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the City. The City will pay any part of the cost or expense of the Project(s) that is not paid by federal funds.
  2. The City will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the City will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
  3. Following certification of the partial estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to MnDOT and will include a copy of the certified partial estimate.
  4. Upon completion of the Project(s), the City will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the City will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
  5. Following certification of the final estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
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F. LIMITATIONS.

1. The City will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the City to carry out the above requirements.
3. Workers' Compensation. Any and all employees of the City or other persons while engaged in the performance of any work or services required or permitted by the City under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The City will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.
4. Utilities. The City will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

G. AUDIT.

1. The City will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133, which are incorporated herein by reference.
  2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the City are subject to examination by the United States
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Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of seven years. The City will be responsible for any costs associated with the performance of the audit.

H. MAINTENANCE. The City assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

I. CLAIMS. The City acknowledges that MnDOT is acting only as the city's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The City will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The City will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The City's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

J. Federal Funding Accountability and Transparency Act (FFATA). This Agreement requires the City to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The City is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the City provides information to the MnDOT as required.

1. Reporting of Total Compensation of the City's Executives.

- a. The City shall report the names and total compensation of each of its five most highly compensated executives for the City's preceding completed fiscal year, if in the City's preceding fiscal year it received:
  - i. 80 percent or more of the City's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- b. Total compensation means the cash and noncash dollar value earned by the executive during the City's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
    - i. Salary and bonus.
    - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
    - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
    - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
    - v. Above-market earnings on deferred compensation which is not tax qualified.
    - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
  2. The City must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
  3. The City will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
  4. The City's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any
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outstanding invoice received from the City unless and until the City is in full compliance with the above requirements.

## II. DUTIES OF MnDOT.

A. ACCEPTANCE. MnDOT accepts designation as Agent of the City for the receipt and disbursement of federal funds and will act in accordance herewith.

### B. PROJECT ACTIVITIES.

2. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.

3. MnDOT will provide to the City copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

4. MnDOT will review and certify the DBE participation and notify the City when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then City must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the City must make up any shortfall.

5. MnDOT will provide the required labor postings.

### C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2.

2. MnDOT will reimburse the City, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

3. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the City for the Project(s).

4. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the City may continue the work with local funds only, until such time as MnDOT is able to process the federal aid

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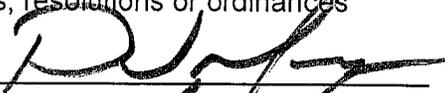
reimbursement requests.

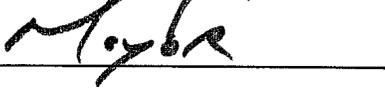
- D. **AUTHORITY.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.
  - E. **INSPECTION.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The City will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.
- III. **TORT LIABILITY.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
  - IV. **ASSIGNMENT.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
  - V. **AMENDMENTS.** Any amendments/supplements to this Agreement will be in writing and executed by the same parties who executed the original agreement, or their successors in office.
  - VI. **AGREEMENT EFFECTIVE DATE.** This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05.
  - VII. **CANCELLATION.** This agreement may be canceled by the City or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the City as set forth in this Agreement. In the event of such a cancellation the City will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.
  - VIII. **DATA PRACTICES ACT.** The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.
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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

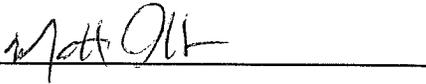
**1. CITY**

City certifies that the appropriate person(s) have executed the contract on behalf of the City as required by applicable articles, bylaws, resolutions or ordinances

By: 

Title: 

Date: March 28, 2016

By: 

Title: City manager

Date: 3/30/2016

**2. DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Title: Director, \_\_\_\_\_  
State Aid for Local Transportation

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Ord. No. 16-03

CITY OF WEST ST. PAUL  
DAKOTA COUNTY, MINNESOTA

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

The City Council of West St. Paul does ordain:

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

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

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

Passed this 14<sup>th</sup> day of March, 2016.

Ayes: 6

Nays: 0

  
\_\_\_\_\_  
David Meisinger, Mayor

Attest:

  
\_\_\_\_\_  
Chantal Doriott, City Clerk

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

**RESOLUTION NO. 16- 25**

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

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

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

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

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

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

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

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

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

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

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

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

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

Ayes: 6      Nays: 0  
  
\_\_\_\_\_  
David Meisinger, Mayor

Attest:  
  
\_\_\_\_\_  
Chantal Doriott, City Clerk

March 15, 2016

City of W. St. Paul Acting City Clerk Le,

Per the City of W St Paul Charter, please allow this notice to serve as my VETO of the resolution approving the 'legislative Language Change Request' that was approved by the council on a 4-2 vote on March 14, 2016

The reasons for my VETO are as follows:

~ I do not support a separated crossing on the city owned property formerly known as the Blockbuster property.

~ If the state has money available for use in conjunction with the Robert St project, it should be used to offset the ballooning cost of the road.

~ I have been assured by staff that the design of the new \$43 million road provides a safe crossing at the intersections for both vehicles and pedestrians, thus eliminating the need for a 'separated crossing'.



David Meisinger

Mayor, City of W. St. Paul

Received: \_\_\_\_\_ Date: \_\_\_\_\_

Sheri Le, Acting city clerk City of W St Paul

Cc: Ed Iago, Mayor Pro Tem

Kori Land, WSP City Attorney