

**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. Clpn. 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

On Motion of Clpn. *Vitelli*

Seconded by Clpn. *Armon*

RESOLUTION NO. 16 - 55

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

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

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

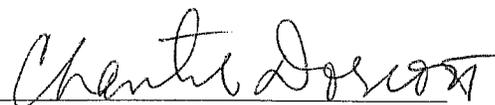
The material in the attached spreadsheet is declared surplus and authorized to be sold at public auction.

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

Ayes: *4* Nays: *0*



David Meisinger, Mayor

Attest: 

Chantal Doriott, City Clerk

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

**RESOLUTION NO. 16-56
RESOLUTION APPOINTING ELECTION JUDGES, HEAD JUDGES, AND ABSENTEE
BOARD JUDGES FOR THE AUGUST 9, 2016 PRIMARY and
NOVEMBER 8, 2016 GENERAL ELECTION**

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

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

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

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

Ayes: 6 *6/11/16* Nays: 0

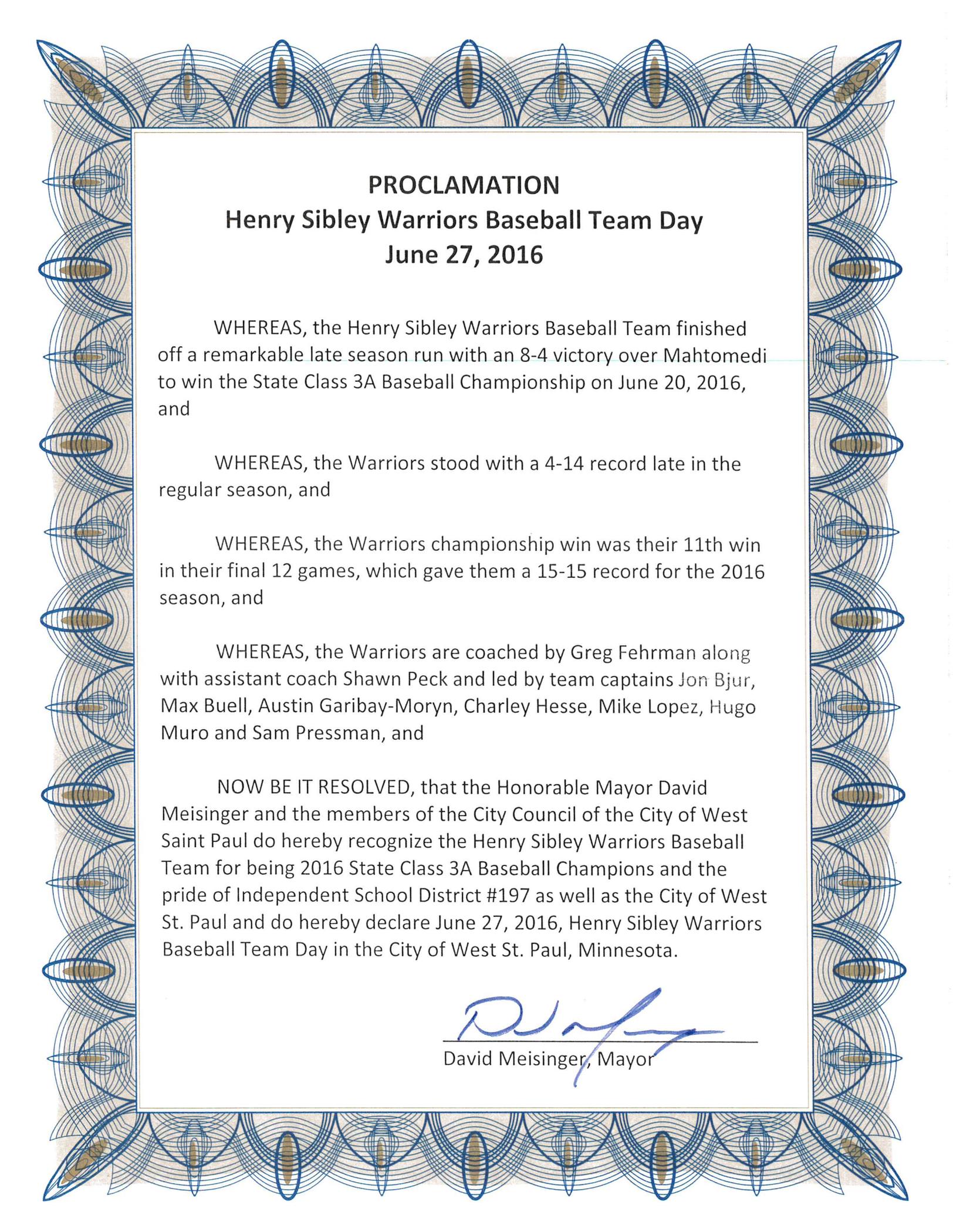


David Meisinger, Mayor

Attest:



Chantal M. Doriott, City Clerk



PROCLAMATION
Henry Sibley Warriors Baseball Team Day
June 27, 2016

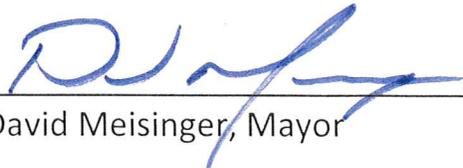
WHEREAS, the Henry Sibley Warriors Baseball Team finished off a remarkable late season run with an 8-4 victory over Mahtomedi to win the State Class 3A Baseball Championship on June 20, 2016, and

WHEREAS, the Warriors stood with a 4-14 record late in the regular season, and

WHEREAS, the Warriors championship win was their 11th win in their final 12 games, which gave them a 15-15 record for the 2016 season, and

WHEREAS, the Warriors are coached by Greg Fehrman along with assistant coach Shawn Peck and led by team captains Jon Bjur, Max Buell, Austin Garibay-Moryn, Charley Hesse, Mike Lopez, Hugo Muro and Sam Pressman, and

NOW BE IT RESOLVED, that the Honorable Mayor David Meisinger and the members of the City Council of the City of West Saint Paul do hereby recognize the Henry Sibley Warriors Baseball Team for being 2016 State Class 3A Baseball Champions and the pride of Independent School District #197 as well as the City of West St. Paul and do hereby declare June 27, 2016, Henry Sibley Warriors Baseball Team Day in the City of West St. Paul, Minnesota.



David Meisinger, Mayor

On Motion of Clpn. *Vitelli*

Seconded by Clpn. *Armon*

RESOLUTION NO. 16-57

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT:
COURT DATA SERVICES SUBSCRIBER AGREEMENT

BE IT RESOLVED, that the City of West St. Paul will enter into a cooperative agreement with the State of Minnesota (i.e. the Office of State Court Administration) for the purpose of allowing the continued access to court data and records.

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

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

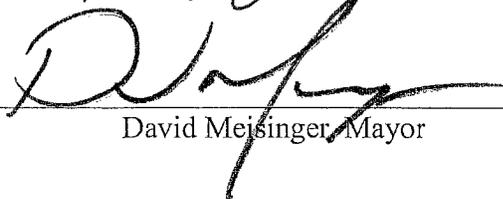
WHEREAS, the Odyssey system will be replaced on or about August 1, 2016 by the State of Minnesota;

WHEREAS, the State of Minnesota requires criminal justice agencies wishing to continue to access court records after August 1st to execute a revised court data services agreement;

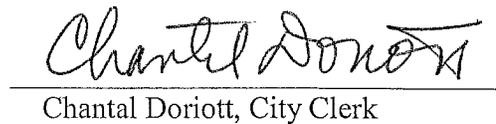
NOW, THEREFORE BE IT RESOLVED, that the Mayor for the City of West St. Paul and the City Clerk, are authorized to sign the State of Minnesota Court Data Services Agreement.

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

Ayes: 4 Nays: 0 Attest:



David Meisinger, Mayor



Chantal Doriott, City Clerk

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

THIS AGREEMENT is entered into by and between

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

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

Office of State Court Administration ,
of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155 ,

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

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

Agreement

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

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

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

1.2 Termination.

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

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

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

2. DEFINITIONS.

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

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

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

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

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

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

- 2.3 “Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 “Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 “Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.1 “Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.2 “Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3 “Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.4 “Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.5 “Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 “DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 “Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 “Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

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

- 2.9** “**Legitimate Governmental Business Need**” means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10** “**Policies & Notices**” means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11** “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12** “**SCAO**” means the State of Minnesota, State Court Administrator's Office.
- 2.13** “**This Agreement**” means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14** “**Trade Secret Information of SCAO and its licensors**” is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15** “**User Acknowledgement Form**” means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).

- 3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

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

4.1 Authorized Access to Court Data Services and Court Records.

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

4.2 Authorized Use of Court Data Services and Court Records.

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

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

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

4.5 Violations.

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

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

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

4.6 Sanctions.

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

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

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

- 5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.
- 5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.
- 5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.
- 5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS. Subscriber acknowledges and agrees:

6.1 Court Case Information Provided Under Legal Mandate. When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 Previously Disclosed Court Records and Court Documents. Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.

7.1 Requirement to Advise Government Subscriber's Individual Users. To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 Required Acknowledgement by Government Subscriber's Individual Users.

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

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

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

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

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

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

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

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

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

8.4 Restrictions on Duplication, Disclosure, and Use.

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

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

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

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

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

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

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

- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

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

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

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

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

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

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

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

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
 - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
 - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

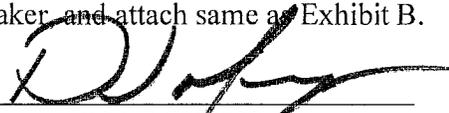
19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

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

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

2. THE COURT

By


(SIGNATURE)

By

(SIGNATURE)

Date

June 27, 2016

Date

Name (typed) DAVID MEISNER

Title

MAYOR

Title

CIO/Director

Office

CITY OF WEST ST. PAUL

Office

Information Technology
Division of State Court
Administration

3. Form and execution approved for Court by:

By:

(SIGNATURE)

Title:

Staff Attorney - Legal Counsel Division

Date:

User Acknowledgment Form

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

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

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

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

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 16-58

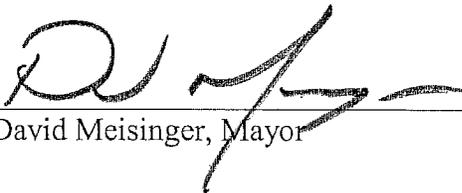
A RESOLUTION APPOINTING MN/DOT TO DELEGATE
CONTRACT PROCESS AGREEMENT NO. 1025873

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

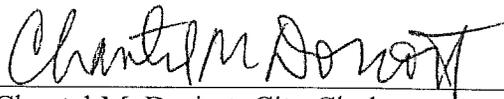
WHEREAS, the Mayor and City Manager are authorized to execute the MnDOT Agreement for Federal participation in Construction Engineering for S.P. 173-591-002; M.P. TA 1916(129); SRTS Agency Agreement No. 1025873.

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

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



David Meisinger, Mayor



Chantal M. Doriott, City Clerk

STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
CITY OF WEST SAINT PAUL

FOR FEDERAL PARTICIPATION IN CONSTRUCTION ENGINEERING
FOR
S.P. 173-591-002; M.P. TA 1916(129)

This agreement is entered into by and between 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 to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and

The City is proposing a federal aid project to perform construction engineering for the Safe Routes to School project near Garlough Environmental Magnet School hereinafter referred to as the "Construction Engineering"; and

The Construction Engineering is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 173-591-002, and in Federal Highway Administration ("FHWA") records as Minnesota Project TA 1916(129); and

The CFDA number for this project 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 to accept and disburse federal funds made available for the Project.

B. ELIGIBILITY / COSTS. The estimated cost of the Construction Engineering is \$34,000.

1. It is anticipated that 80% (up to \$27,200) of the cost of the Construction Engineering will be paid from federal funds made available by the FHWA. The City will pay any part of the cost or expense of the work that the FHWA does not pay.

2. Any costs incurred by the City prior to authorization of the Federal Funds, will not be eligible for federal participation.
3. Eligible cost and expense, if approved, may consist of the following:
 - a) The cost of performing construction inspection and oversight, construction surveying and other professional services related to construction of the proposed Safe Routes to School trail.
 - b) The cost incurred by the City to employ outside forces to perform any or all of the work pursuant to this agreement, subject to the provisions of section I.D. SUBLETTING.
4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the City are not eligible for federal participation.
5. Acceptability of costs under this agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR) 31 which is incorporated by reference and made a part of this agreement.
6. For costs expected to exceed \$ 34,000, the City must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.

C. STAFFING.

1. The City will designate a publicly employed registered engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. If City elects to use a private consultant for engineering services, the City will provide a qualified, full-time public employee of the City, to be in responsible charge of the Project. The services of the City to be performed pursuant to this agreement 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, 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.

3. The City will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.
- D. SUBLETTING. The City will prepare request for proposals in accordance with Minnesota law and applicable Federal laws and regulations.
1. Due to the amount of the contract the City may solicit qualifications from three firms and select the most qualified firm to perform the necessary work.
 2. The City may not include other work in the contract for the authorized Project 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.
 3. The City will prepare proposal packages and prepare and distribute any addendums, if needed
 4. The City will receive open, and evaluate proposals.
 5. This written consent will in no way relieve the City from its primary responsibility for performance of the work. Subcontractor agreements must contain all appropriate terms and conditions of this agreement.
- E. CONTRACT ADMINISTRATION.
1. The City will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
 2. The City will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the City. The City will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
 3. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.
- F. PAYMENTS.
1. The entire cost of the Project 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 that is not paid by federal funds.
 2. The City may request partial payments not more than once each thirty (30) days. The Project Engineer will certify the amount of each partial estimate.
 3. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
 - (a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each

individual.

- (b) The labor additive may be applied to total labor dollars, not including overtime labor dollars.
 - (c) The equipment charges must be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
 - (d) A detailed breakdown of outside services used and supporting invoices and documentation that costs of outside services have been paid.
 - (e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice should be included.
 - (f) The invoices will include 100% of eligible charges applicable to the Construction Engineering so that the prorata share of federal and City participation can be applied to the total costs.
4. Following certification, by the Project Engineer, 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.
5. Reimbursement of costs under this agreement will be based on actual costs, but limited to eligible items.

G. LIMITATIONS.

- 1. The City must comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2. Nondiscrimination. It is the policy of the FHWA 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.

H. AUDIT.

1. The City will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, 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 Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six years. The City will be responsible for any costs associated with the performance of the audit.

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

J. 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, 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.

K. 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.

The City shall comply with the following:

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

C. PAYMENTS.

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

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

3. Upon completion of the Project, the City will prepare a final payment request in accordance with the terms of this agreement. MnDOT will review and certify the final payment request with a final audit.

4. No more than 90% of the reimbursement due under this agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.

5. In the event MnDOT does not obtain funding from the FHWA 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 reimbursement requests.

D. AUTHORITY. MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project 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. AUTHORIZED REPRESENTATIVES. Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

- A. The City authorized representative is Ross Beckwith, West St. Paul City Engineer, 1616 Humboldt Avenue, West St. Paul, MN 55118, City Engineer, address, city, MN 1025873 or his successor.
 - B. MnDOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, 395 John Ireland Boulevard, Mail Stop 500, St Paul, MN 55155, phone 651.366.3822, or her successor.
- IV. 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.
 - V. ASSIGNMENT. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
 - VI. AMENDMENTS. Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
 - VII. TERM OF AGREEMENT. This agreement will be effective upon execution by the City and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
 - VIII. TERMINATION. This agreement may be terminated 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 termination 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 termination subject to the terms of this agreement.

Remainder of this page left intentionally blank

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY

City certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: [Signature]

Date: June 27, 2016

Title: Mayor

By: [Signature]

Date: June 27, 2016

Title: City Manager

DEPARTMENT OF TRANSPORTATION

By: _____
Title: Director, State Aid for Local Transportation

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 16-59

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

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

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

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

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

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

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

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

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

Ayes: 4 Nays: 0

Attest:



David Meisinger, Mayor



Chantal Doriott, City Clerk

ORDINANCE NO. 16-08
CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

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

The City Council of West St. Paul does ordain:

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

72.05 GENERAL PARKING RESTRICTIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed this 27 day of June, 2016.

Ayes: 4

Nays: 0

Attest:



David Meisinger, Mayor



Chantal Doriott, City Clerk