

**City of West St. Paul  
City Council Meeting Minutes  
July 11, 2016 at 6:30 p.m.**

**1. Call to Order**

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

**2. Roll Call**

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

Others: City Manager Matt Fulton, Assistant City Manager and HR Director Sherrie Le, Finance Director Joan Carlson, Community Development Director Jim Hartshorn, Public Works Director Ross Beckwith, City Attorney Korine Land, Police Chief Manila Shaver and City Clerk Chantal Dorlott.

**3. Pledge of Allegiance**

**4. Adopt the Agenda**

Motion was made by Clpn. and seconded by Clpn. to approve and adopt the agenda with the following revisions:

- Add consideration of a temporary liquor license application for St. Joseph's Church
- All members present voted aye. Motion carried.

**5. OCWS Briefing**

Mayor Meisinger explained the City Council met prior to this meeting to hold a work session in which the following was discussed:

- Town Center I preliminary development agreement
- Living pods/temporary units
- Proposed 2017 fee schedule

**6. Robert Street Review**

Public Works Director Beckwith gave an update:

- Sunday night shut down Robert Street from Mendota to Thompson for northbound traffic and open southbound; Oakdale and Livingston will have different traffic patterns.
- This week lots of curb and paving going in on the south end.
- North end work this week includes road closures and striping. Requires some lane closures too as you can't drive over the wet paint.
- Drive slowly and be safe.

- Robert Street will be closed during the crossover Sunday at 8:00 p.m. “Closed – Warning” signs are already up.
- From Thompson heading south on the west side we are doing sidewalks. They are working in various sites and trying to finish up and will be moving south.
- Please be conscious of the workers and remember that fines double in construction zones.

## **7. Citizen Comments**

Andy North, 12637 Ensign Avenue in Savage: Asked Council to consider letting Boozemart at 1683 South Robert St. allow a two-year hold on the liquor license. He is trying to work a deal with someone to purchase the store. Director Hartshorn will speak with Mr. North to see if a compromise can be made. Off sale license numbers are set by Council and at any time Council can increase or decrease the amount of licenses. Council to Mr. North - it appears you can give your license back (or let it expire) and reapply when you are ready with your redevelopment plan.

## **8. Council Comments**

Clpn. Iago commented that South Metro Fire Dept. looked at some symptoms he was having that lead to him going to the hospital. This is a great service and available to the public.

Mayor The LOOP transports residents and on July 27 you can ride for free from 10am to 3pm. Meet the bus at the building entrances (notice posted on site and website). Those riding for free will also get a free Dairy Queen! Reservations can be made at 651-554-6104 or city hall at 651-552-4100. This service makes it more convenient to shop on Robert Street.

Clpn. Armon said there will be a St. George Middle Eastern Festival on Sunday from 12:00 noon to 6:00 p.m. It’s great fun. Also, Item F. on the consent agenda supports a rental license in Ward 1 so for anyone having issues about a rental home check with the city.

Clpn. Halverson reminded all about Art on the Avenue to be held on July 23 at Dodd Park from 4:00 to 8:00 p.m. The color run will commence at 7:00 p.m. and is a highlight of the event.

Clpn. Bellows said the Sanctuary is an affordable assisting living facility opening this fall. There are 140 units available including memory care. It’s a wonderful facility. Veterans will have some preference. They have an office in the same building as LA Fitness and Payless Shoes. Also, we have a Primary this year on August 8, 2016. It’s important to have your voice heard so get out and vote. You can absentee vote through the County so call 651-438-4380.

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

### **A. Donation, Farmers Insurance Group (Gary Burns)**

Mr. Burns spoke on behalf of the grant. Farmers Insurance has always been helpful towards public service entities and just came out with an option for an agent to make a local donation. Mr. Burns contacted Chief Shaver to assist with a local group.

The City Council was very happy with the \$100.00 donation from Mr. Burns and the Farmers Insurance.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to graciously accept the \$100.00 donation from Mr. Burns and the Farmers Insurance Group and adopt Resolution No. 16-60 Accepting said donation. All members present voted aye. Motion carried.

## **10. Consent Agenda**

- A. City Meeting Minutes - 5-23-16 OCWS, Removed ~~6-13-16 CC~~, 6-27-16 OCWS, 6-27-16 CC
- B. Claims List
- C. May 2016 Investment Report
- D. May 2016 Bank Reconciliation
- E. Accept 2015 Audit and Financial Reports
- F. Rental Licensing, 159 Roehler Avenue
- G. Internet Crime Against Children (ICAC) JPA Renewal – Resolution No. 16-69
- H. Approve Revised Pay Equity Report
- I. Approve Amended Site Lease Agreement with APT/T-Mobile Lease at 354 Annapolis Street
- J. Removed ~~Mid-Year Work Plan Update~~
- K. Added Temporary On-Sale Liquor License for St. Joseph's on August 21, 2016

Motion was made by Clpn. Iago and seconded by Clpn. Bellows to approve the consent agenda items as presented and outlined above. All members present voted aye. Motion carried.

## **11. Public Hearing**

There were no public hearings scheduled for this meeting.

## **12. New Business**

### **A. Award Bid for City Hall Remodeling Project**

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

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

The plans and specifications were prepared by Wold Architects and Engineers and they managed the bid opening with staff present. We were very fortunate to receive eight bids for the work and the low bid came in under their estimate. Funds to pay for construction would come from the City Hall budget account.

Director Le added that the original budget was \$200,000 but refined to around \$150,000 and the final bid came in at \$130,000.00.

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to award the bid to Parkos Construction Company, with both alternates, at total project cost of \$130,700.00. All members present voted aye. Motion carried.

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

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

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

Clpn. Halverson would like an estimate and have it added to the project. Also Highway 110 might benefit from this addition. Full reconstruction streets would affect I/I.

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier to approve the contract with Bolton & Menk, Inc. for the design of the 2017 Street Improvement Project for a contract amount, not to exceed, of \$229,899.00 as presented. Clpns. Halverson, Armon, Iago, Napier and Vitelli voted aye. Clpn. Bellows abstained as the street he lives on is affected by the improvements. Motion carried.

### **C. 72. 05(D) Parked or Stored Motor Vehicles, Ordinance Change**

Police Chief Manila Shaver gave an overview. City staff attempted to address the growing number of individuals living out of their motor vehicles, trailers and other makeshift structures in the City with the recent recodification of the City's Codes. However, when the recodification process was completed it was noted this change was adopted under the "Motor Home" section. With the language under this section it meant that an individual would have to be living out of a motor home to be in violation. The issue staff was trying to mitigate was individuals living out of vehicles, trailers and makeshift structures. These devices do not have certain elements that foster

healthy, sanitary living shelters such as bathroom and washing (water) facilities, food storage, heat, etc.

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

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

Comments:

- This has been a concern voiced to several of the Councilmembers.
- Does Walmart allow parking overnight? Chief Shaver believes they do.

Motion was made by Clpn. Armon and seconded by Clpn. Iago to approve the first reading of an ordinance amending section 72.05(D) of the City Code regarding parked or stored motor vehicles. A second reading will be held at a future meeting. All members present voted aye. Motion carried.

### **13. Old Business**

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

City Manager Matt Fulton gave an overview. This item was continued from the Council's last regular meeting to allow staff the opportunity to explore additional options that could be considered for I/I work contracted by residents between April 11 and May 23, 2016. Staff believes this might involve around 40 properties.

Manager Fulton asked Council to consider four special assessment options for paying off I&I assessments for any eligible project.

Comments:

- Attorney Land offered additional comments on the change in the work.
- If someone didn't assess this we could go back to them and we can retroactively assess the fee. Director Carlson wonders why a person would want to do this now when they didn't do it at the time.
- Assessments are supposed to be uniform and we are making them not uniform with all the options. These options will not be available to someone coming into compliance after May 26 and this could be problematic. Clpn. Bellows is not comfortable supporting.
- Clpn. Vitelli is not supportive of making these options available and changing the policy.
- Clpn. Halverson thinks something should still be done for folks and possibly option 2 would work which allows people to extend the period of payment. She would propose this route. Clpn. Napier could support option 2.

- This is a policy change. It would become a lot of work if you extended this to past assessments or future assessments. The additional time is being offered due to a staff error.
- Clpn. Bellows asked about a standard for a deferral period – is there some pattern that has been established? Director Carlson said for West St. Paul yes for ten years. So if we allow payment over 15 years then someone can pick 10 or 11 or 12 years? Director Carlson said yes, we are making this more complicated. They can pay it off early but they could not change terms once they are set.
- Clpn. Vitelli seconded motion but is not supportive.
- Clpn. Napier said it should be a small number and the Mayor added not more than forty. Clpn. Halverson wants to offer this option; not adding years ... it's 10 or 15 for these "40" people. Director Carlson added comments about the term length and payment as did Clpn. Halverson.

Motion was made by Clpn. Halverson and seconded by Clpn. Vitelli to clarify the reason we extended the option on the term to these forty (40) people is because we erred in sending them a letter outlining the payment options. Clpns. Halverson and Napier voted aye. Clpns. Armon, Vitelli, Bellows and Iago voted nay. Motion fails.

Mayor said we apologize for this mistake but there are no other additional options for these people.

### **B. Reconsideration of Conditional Use Permit approval for 1365 Bidwell Ave - St. Paul Regional Water**

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

Motion was made by Clpn. Bellows and seconded by Clpn. Halverson to reconsider the recent approval of the Conditional Use Permit and continue the public hearing to the August 8, 2016 meeting. All members present voted aye. Motion carried.

### **14. Adjourn**

Motion was made by Clpn. Halverson and seconded by Clpn. Iago to adjourn the meeting at 7:30 p.m. All members present voted aye. Motion carried.



David Meisinger  
Mayor  
City of West St. Paul

On Motion of Vitelli

Seconded by Halverson

RESOLUTION NO. 16-60

RESOLUTION ACCEPTING DONATION  
FROM FARMERS INSURANCE GROUP (GARY BURNS)

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

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

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

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

Ayes: 6      Nays: 0

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

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

On Motion of Clpn. *Iago*

Seconded by Clpn. *Bellows*

RESOLUTION NO. 16-69

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

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

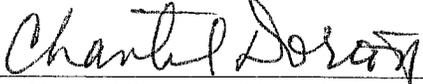
NOW, THEREFORE, BE IT RESOLVED by the City Council of West St. Paul, Minnesota as follows:

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

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

Ayes: *6* Nays: *0*

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

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

**Minnesota Internet Crimes Against Children Task Force**  
**Multi-Agency Law Enforcement Joint Powers Agreement**

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

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

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

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

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

**NOW THEREFORE**, the parties agree as follows:

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

prevail; and

4. The Undersigned Law Enforcement Agency and the Grantee agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Grantee's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Undersigned Law Enforcement Agency's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law; and
5. All members and representatives of the Undersigned Law Enforcement Agency shall continue to be employed and directly supervised by the same law enforcement agency employer which currently employs the member performing Minnesota ICAC Task Force assignments; and all services, duties, acts or omissions performed by the member will be within the course and duty of that employment, and therefore, are covered by the Workers Compensation programs of that employer; will be paid by that employer and entitled to that employer's fringe benefits; and
6. The Undersigned Law Enforcement Agency must first submit a written request for funds and receive approval for the funds from the Grantee to receive any funds from the Grantee; and
7. The Undersigned Law Enforcement Agency must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the Grantee to the Undersigned Law Enforcement Agency within thirty (30) calendar days of the date of invoice, with payment made to *West St. Paul PD 1616 Humboldt Ave West St. Paul, MN 55118*; and
8. The Undersigned Law Enforcement Agency shall maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded monthly to the Minnesota ICAC Task Force Commander, or his successor or designee, for statistical reporting purposes; and
9. The Undersigned Law Enforcement Agency shall participate fully in any audits required by the OJJDP. In addition, under Minnesota Statutes § 16C.05, subdivision 5, the Undersigned Law Enforcement Agency's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Grantee and/or the Minnesota State Auditor and/or the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end date of this Agreement; and
10. The Undersigned Law Enforcement Agency shall make a reasonable good faith attempt to be represented at any scheduled regional meetings in order to share information and resources amongst the multiple entities; and
11. The Undersigned Law Enforcement Agency shall be solely responsible for forwarding information relative to investigative targets to the Child Pornography Pointer System ("CPPS") pursuant to the OJJDP guidelines; and
12. In the event future federal funding is no longer available, or if this Agreement is terminated

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

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

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

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

**1. Undersigned Law Enforcement Agency**

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

\_\_\_\_\_  
By and Title  
Undersigned Law Enforcement Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
{Name}, {Title}

\_\_\_\_\_  
Date

*David Meistinger, Mayor*  
\_\_\_\_\_  
{Name}, {Title}

\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
{Mayor or Board Chair}

*7.27.16*  
\_\_\_\_\_  
Date

**2. Department or Public Safety; Bureau of Criminal Apprehension**

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(With delegated authority)

\_\_\_\_\_  
Date

**3. Commissioner of Administration  
As delegated to Materials Management Division**

\_\_\_\_\_  
By and Title

\_\_\_\_\_  
Date