CITY COUNCIL MEETING

MUNICIPAL CENTER COUNCIL CHAMBERS

1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118

MONDAY, JANUARY 13, 2020

6:30 P.M.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Adopt the Agenda**

5. **OCWS Briefing**

6. **Citizen Comments**

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

7. **Council Comments**

8. **Proclamations, Presentations and Recognitions**

   A. Recognition of West St Paul Youth Athletic Association

      Documents:

      COUNCIL REPORT - RECOGNITION OF THE WEST ST PAUL YOUTH ATHLETIC ASSOCIATION.PDF
      CERTIFICATE OF APPRECIATION - WSP YAA.PDF

   B. Presentation: Inflow & Infiltration and FOG Programs

      Documents:

      COUNCIL REPORT - PRESENTATION ON INFLOW AND INFILTRATION AND FOG PROGRAMS.PDF

   C. Donations to the City

      Documents:

      COUNCIL REPORT - DONATIONS TO THE CITY.PDF
      RESOLUTION - DONATIONS TO THE CITY.PDF

9. **Consent Agenda**

   All items on the Consent Agenda are considered to be routine and have been made available to the City Council at least two days prior to the meeting; these items will be

enacted by one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this agenda and considered under separate motion.

A. Designation of Mayor Pro Tem for 2020

Documents:

COUNCIL REPORT - DESIGNATION OF MAYOR PRO TEM FOR 2020.PDF

B. Designation of Official City Newspaper for 2020

Documents:

COUNCIL REPORT - DESIGNATION OF OFFICIAL CITY NEWSPAPER FOR 2020.PDF
ATTACHMENT - QUOTE FROM PIONEER PRESS FOR 2020.PDF
ATTACHMENT - QUOTE FROM STAR TRIBUNE FOR 2020.PDF

C. Designation of Fiscal Consultant for 2020

Documents:

COUNCIL REPORT - APPOINTMENT OF FISCAL CONSULTANT FOR 2020.PDF

D. Designation of Depositories for 2020

Documents:

COUNCIL REPORT - DESIGNATION OF OFFICIAL DEPOSITORIES.PDF
RESOLUTION - DESIGNATING OFFICIAL DEPOSITORIES.1.PDF

E. Permanent Rules of the City Council and Code of Ethics

Documents:

COUNCIL REPORT - PERMANENT RULES OF THE CITY COUNCIL AND CODE OF ETHICS.PDF
ATTACHMENT - PERMANENT RULES OF THE CITY COUNCIL OF WEST ST. PAUL.PDF

F. Appointments to Committees and Commissions for 2020

Documents:

9F COUNCIL REPORT - APPOINTMENTS TO COMMITTEES AND PUBLIC AGENCIES FOR 2020 (1-10).PDF
9F ATTACHMENT - 2020 COUNCIL COMMITTEE APPOINTMENTS (1-10).PDF

G. Minutes of December 9, 2019 - OCWS and Regular Council

Documents:

12-09-19 OCWS MINUTES.PDF
12-09-19 COUNCIL MINUTES.PDF

H. List of Claims for January 13, 2020

Documents:

LIST OF CLAIMS 1.13.20.PDF

I. 2020 Fee Schedule Amendment

Documents:

COUNCIL REPORT - 2020 AMENDING FEE SCHEDULE.PDF
2020 FEE SCHEDULE (AMENDED) 1.13.20.PDF

J. General Services Pay Plan Amendments

Documents:

COUNCIL REPORT - GS EMPLOYEES WAGE AMENDMENT.PDF
RESOLUTION - AMENDING THE GENERAL SERVICE HOURLY EMPLOYEE PAY PLAN.PDF
RESOLUTION - AMENDING THE GENERAL SERVICE SALARIED EMPLOYEE PAY PLAN.PDF

K. November Financial Update

Documents:

NOVEMBER FINANCIAL REPORT.PDF
NOVEMBER BANK REPORT.PDF
NOVEMBER UBS.PDF
NOVEMBER 2019 GENERAL FUND BUDGET TO ACTUAL.PDF

L. City Licensing

Documents:

COUNCIL REPORT - CITY LICENSING.PDF
RESOLUTION - MENDOTA ELEMENTARY PTA.PDF

M. Rental Licensing

Documents:

COUNCIL REPORT - RENTAL LICENSING.PDF

N. Grant for the 2020 Complete Count Committee from the Minneapolis Foundation

Documents:

COUNCIL REPORT - ACCEPTANCE OF GRANT FOR COMPLETE COUNT COMMITTEE.PDF
RESOLUTION - ACCEPTANCE OF GRANT FROM THE MINNEAPOLIS FOUNDATION .PDF

O. Contracts for Thompson Oakdale Trail Feasibility Study

Documents:

COUNCIL REPORT - THOMPSON OAKDALE TRAIL FEASIBILITY STUDY CONTRACTS.PDF
ATTACHMENT - THOMPSON OAKDALE TRAIL FEASIBILITY STUDY DAKOTA COUNTY JPA.PDF
ATTACHMENT - THOMPSON OAKDALE TRAIL FEASIBILITY STUDY CONSULTANT CONTRACT.PDF

RESOLUTION 20-XX - THOMPSON OAKDALE TRAIL - AUTHORIZING DAKOTA CO. CONTRACT.PDF
RESOLUTION 20-XX - THOMPSON OAKDALE TRAIL - AUTHORIZING KIMLEY HORN CONTRACT.PDF

P. Mutual Police Assistance Agreement for Enforcement of Traffic Safety Laws as Amended

Documents:

COUNCIL REPORT - TRAFFIC SAFETY MUTUAL ASSISTANCE AGREEMENT AS AMENDED.PDF
MUTUAL POLICE ASSISTANCE AGREEMENT WITH MARKUPS.PDF
MUTUAL POLICE ASSISTANCE AGREEMENT - CLEAN COPY.PDF
RESOLUTION - MUTUAL POLICE ASSISTANCE AGREEMENT TRAFFIC ENFORCEMENT AS AMENDED.PDF

Q. Animal Boarding Contract Renewal

Documents:

COUNCIL REPORT - ANIMAL BOARDING CONTRACT RENEWAL 2020 - 2022.PDF
ANIMAL CONTROL CONTRACT 2020 - 2022 SB.PDF
RESOLUTION - AUTHORIZING EXECUTION OF MUNICIPAL ANIMAL IMPOUND AGREEMENT.PDF

R. Splash Pad Repair Contract

Documents:

COUNCIL REPORT - SPLASH PAD REPAIRS CONTRACT.PDF

S. Change Orders for 2019 Street Improvements Project 19-1

Documents:

COUNCIL REPORT - CHANGE ORDERS CP 19-1.PDF

T. Plans and Specifications and Ad for Bid for the 2020 Street Improvements Project No. 20-1

Documents:

COUNCIL REPORT - APPROVE PLANS ORDER AD CP 20-1.PDF
ATTACHMENT - CP 20-1 TITLE SHEET.PDF
RESOLUTION - APPROVE PLANS ORDER AD CP 20-1.PDF

10. **Public Hearing**

11. **New Business**

A. Licensing Hearing - Request for Pro-Rated Alcohol License Fee

Documents:

COUNCIL REPORT - PRORATED LIQUOR LICENSE FEES.PDF

B. Conditional Use Permit, Site Plan, and Preliminary Plat Review for the Construction of a New Medical Office at 1140 Robert St. - Dan Saad

Documents:

COUNCIL REPORT - CUP, SITE PLAN, PRE-LIM PLAT FOR 1140 ROBERT ST.PDF
ATTACHMENT - CUP SITE PLAN PRE-LIM PLAT FOR 1140 ROBERT ST.PDF

12. **Old Business**

A. Final Reading - Zoning Ordinance Amendment Regarding B2 Overlay District

Documents:

COUNCIL REPORT - FINAL READING OF B2 OVERLAY DISTRICT.PDF
ORDINANCE 20-01 - AMENDING THE ZONING ORDINANCE BY ESTABLISHING THE SMITH-DODD NEIGHBORHOOD OVERLAY DISTRICT.PDF

13. **Adjourn**

If you need an accommodation to participate in the meeting, please contact the ADA Coordinator at 651-552-4108 or email ADA@wspmn.gov at least 5 business days prior to the meeting
www.wspmn.gov EOE/AA

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Dave Schletty, Assistant Parks & Recreation Director**

Date: **January 13, 2020**

Recognition of West St Paul Youth Athletic Association

BACKGROUND INFORMATION:

The City and youth of West St Paul have had their sports needs served for many years by the West St Paul Youth Athletic Association (WSPYAA). Throughout the years, WSPYAA has provided opportunities for kids to play many team sports at both a recreational and competitive level. At one time, the WSPYAA offered the following team sports:

- Boys and Girls Hockey
- Baseball
- Fastpitch Softball
- Football
- Boys and Girls Soccer

Today most of those sports have merged with other Cities, Associations or Clubs. Currently the WSPYAA still maintains a top-notch baseball program. West St Paul has a long documented history of baseball and the WSPYAA continues that tradition. Starting as young as age 5, kids are have the opportunity to learn and grow the game of baseball. The in-house program for ages 5-11 serves as a great feeder for the tournament and traveling teams for ages 10-15. Many of these kids end up playing at a high level into their high school years, but the program also competes at lower levels giving kids of all abilities the opportunity to be a part of America's pastime.

The City has shown a commitment to kids of West St Paul with improvements to Harmon Park and the creation of a true little league experience. The WSPYAA has been a great partner of the City in utilizing those facilities and keeping West St Paul on the Twin Cities baseball map.

STAFF RECOMMENDATION:

Recognize the contributions of the West St Paul Youth Athletic Association to the City of West St Paul.

Certificate of Appreciation

Presented to

West St. Paul Youth Athletic Association

In Appreciation of Your
Dedication and Service to the
Youth of West St. Paul

January 13th, 2020

Mayor David J. Napier
on behalf of the West St. Paul City Council

CITY OF
WEST ST. PAUL

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Ross Beckwith, Public Works & Parks Director/City Engineer**

Date: **January 13, 2020**

Presentation – Inflow & Infiltration and FOG

BACKGROUND INFORMATION:

The Engineering Department will be presenting information to the City Council and community members about our Inflow & Infiltration and Fat, Oils & Grease (FOG) programs.

FISCAL IMPACT:

		Amount
Fund:		**None**
Department:		
Account:		

STAFF RECOMMENDATION:

After the presentation, feel free to ask questions. This is information is not only for City Council but the entire community.

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **City Staff**

Date: **January 13, 2020**

Donations to the City

BACKGROUND INFORMATION:

The below described individuals and/or organizations have donated to the City:

South Robert Street Business Association (SRSBA) annually funds the Winter Fest. The 2020 festival is currently being planned and the SRSBA has graciously donated $6,000.00 for the festival.

South Robert Street Business Association has also donated $500.00 for the Art in the Park program. This donation will be used to offset the match for a grant the City is seeking from the Minnesota Regional Arts Council.

Anonymous Donor provided $25.00 for our Crime Prevention / Heroes and Helpers Programs.

Virginia Coss / Coss Foundation – The Coss Foundation continues to support our Police Canine Program and provided $20,000.00 for this program.

FISCAL IMPACT:

		Amount
Fund:	101 & 201	$26,525.00
Department:		
Account:	30000-36230	

STAFF RECOMMENDATION:

Publically thank the above listed individuals and organizations and accept their generous donations by adopting the attached resolution.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION ACCEPTING DONATIONS TO THE CITY

WHEREAS, the below listed individuals/organizations have donated funds to the City:

South Robert Street Business Association (SRSBA) annually funds the Winter Fest. The 2020 festival is currently being planned and the SRSBA has graciously donated $6,000.00 for the festival.

South Robert Street Business Association has also donated $500.00 for the Art in the Park program. This donation will be used to offset the match for a grant the City is seeking from the Minnesota Regional Arts Council.

Anonymous Donor provided $25.00 for our Crime Prevention / Heroes and Helpers Programs.

Virginia Coss / Coss Foundation – The Coss Foundation continues to support our Police Canine Program and provided $20,000 for this program.

AND WHEREAS, the donors may indicate a particular use for their funds; and

WHEREAS, the Mayor and City Council acknowledge the generosity of these individuals/organizations and extend their appreciation to them for their consideration and generous donations.

NOW, THEREFORE, BE IT RESOLVED that the West St. Paul Mayor and City Council accept these donations on behalf of the City and authorize City Staff to expend these funds in the manner described therein.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 13th day of January 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Shirley Buecksler, City Clerk**

Date: **January 13, 2020**

Designation of Mayor Pro Tem for 2020

BACKGROUND INFORMATION:

A requirement of the City's Charter is for the Council to appoint one of its members to serve as Mayor Pro Tem, in the Mayor's absence.

Mayor Napier would like to reappoint Councilmember Dick Vitelli to serve in this position.

STAFF RECOMMENDATION:

Approve appointment of Councilmember Dick Vitelli to serve as Mayor Pro Tem for 2020.

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Shirley Buecksler, City Clerk**

Date: **January 13, 2020**

Designation of Official City Newspaper for 2020

BACKGROUND INFORMATION:

The City of West St. Paul received two proposals to provide legal notice services for 2020. Proposals from the Twin Cities Pioneer Press and the Star Tribune are attached for Council review.

With the closing of Lillie Suburban Newspapers, Inc. (South-West Review) in October 2019, Staff contacted both the Star Tribune and the Pioneer Press for quotes at that time. The Pioneer Press came in much lower and, therefore, was declared as the City's official newspaper for the remainder of 2019. Staff have been very satisfied with the Pioneer Press' performance over the past three months. Their staff has done a great job of making sure our notices are correct and properly published.

Quotes received for 2020 are attached and are as follows:

Star Tribune:	$1.31 per line
Pioneer Press:	$0.43 per line

Staff is recommending that the Twin Cities Pioneer Press continue to be the City's official newspaper for 2020.

FISCAL IMPACT:

Legal publication notice rates are outlined in the attached letter from the Twin Cities Pioneer Press. There is no increase from their current rate.

STAFF RECOMMENDATION:

Staff recommends designating the Twin Cities Pioneer Press as the official legal newspaper for the City of West St. Paul for legal notices and publications throughout 2020.

TwinCities.com
PIONEER PRESS
10 River Park Plaza • Suite 700 • St. Paul, MN 55107

Shirley Buecksler
City of West St Paul

Shirley –

Thank you for the opportunity to bid on the public notice publications for the City of West St Paul.

The Saint Paul Pioneer Press is a Daily Newspaper located in Saint Paul, MN, primarily serving Ramsey, Dakota, Washington, and Anoka counties and Western Wisconsin.

Our Legal Publication rates for all notices are as follows:

> $6.00 per column inch per publication *(this = $0.43 per line, there are 14 lines per column inch)

Our circulation number below is for Sunday Full Run, however you can publish a notice any day of the week.

> Full Run – 170,663

*All notices will be published full run.

Deadline to submit a standard text notice is 12pm the day prior to the day you'd like your notice to run. Friday at 12pm is the deadline to submit a notice running on Saturday, Sunday, or Monday. If your notice includes a chart, graph, map, or any special formatting, the deadline is 12pm **two** days prior to the publication day, and Thursday at 12pm for a Saturday, Sunday, or Monday publish date. All legal notices should be emailed to Emily Kunz ekunz@pioneerpress.com **and** legals@pioneerpress.com after doing so, you'll be sent an email confirming receipt of your information and you'll be contacted shortly.

Thank you for considering the Saint Paul Pioneer Press as the official legal newspaper for the City of West St Paul for 2020. Please let me know if you have any questions, we look forward to partnering with you.

Thank you,

Emily Kunz – Advertising
ekunz@pioneerpress.com

Always delivering the best local news. All Ways.
Affirmative Action, Equal Opportunity Employer.

Designated Legal Newspaper Rates

- $1.31 per line per day

Deadlines (applies to placement, changes & cancellations):

- Two days prior to first publication date at 4pm CST

Publication Date	Deadline
Monday	Friday 4pm
Tuesday	Friday 4pm
Wednesday	Monday 4pm
Thursday	Tuesday 4pm
Friday	Wednesday 4pm
Saturday	Thursday 4pm
Sunday	Friday 4pm

- Deadlines will be advanced for holidays.

Affidavits:

- Emailed 24-48 business hours after last publication date

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Charlene Stark, Finance Director**

Date: **January 13, 2020**

Appointment of Fiscal Consultant for 2020

BACKGROUND INFORMATION:

The City currently utilizes Ehlers and Associates as its fiscal consultant on matters related to issuance of debt, long term financial planning, and Tax Increment Financing (TIF) administration reporting.

Over the past years, the proactive services of Ehlers and Associates have helped the City identify refinancing opportunities and save thousands of dollars in interest expense. A continued relationship with Ehlers and Associates will assist the City in identifying future opportunities.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Staff recommends a motion appointing Ehlers and Associates as the City's fiscal consultant for 2020.

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Char Stark, Finance Director**

Date: **January 13, 2020**

2020 Designation of Depositories

BACKGROUND INFORMATION:

Each year, the City Council names the official depositories for city funds for the upcoming year. Attached is the resolution for consideration by the City Council. The resolution designates the official City depository and supplemental institutions for investing purposes; which the city currently has, or anticipates having, deposited funds and/or securities.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Staff recommends approving the list of depositories as presented in the attached resolution.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION DESIGNATING OFFICIAL DEPOSITORIES FOR THE CITY OF WEST ST. PAUL, MINNESOTA

WHEREAS, Minnesota Statute Chapter 118A, specifically 118A.01-118A.08, sets forth the procedures for the deposit of public funds and it is necessary for the West St. Paul City Council ('Council") to designate a bank as the official depositor for City funds and manage the collateral pledged to such funds; and,

NOW, THEREFORE, BE IT RESOLVED, that the West St. Paul City Council designates Old National Bank as the official depository for the City of West St. Paul and the following organizations designated as supplemental depositories for investment purposes.

4M Fund Approved Institutions (per Resolution 86-76)
Wells Fargo Advisors, LLC
U.S. Bank, N.A. – All Branches and Subsidiaries
Oppenheimer & Co. Inc.
Moreton Capital Markets, LLC
UBS Financial
Ehlers Investment Services

BE IT FURTHER RESOLVED, that before any deposits are made that exceed the amount that is guaranteed by the Federal Deposit Insurance Corporation (FDIC), or if the depository is not an FDIC member, the depository must supply to the City a corporate surety bond in the amount required by law or, in lieu of the surety bond, pledge collateral in the manner and to the extent required and permitted by Minnesota State Chapter 118A.

BE IT FURTHER RESOLVED, that checks of the City drawn on any of the official depositories shall be signed by the following officers:

David J. Napier, Mayor
Ryan Schroeder, City Manager
Charlene A Stark, Finance Director

BE IT FURTHER RESOLVED, that the City Manager and/or Finance Director shall have authority to wire transfer funds from one official depository to another for the purpose of accounts payable and investing City funds.

BE IT FURTHER RESOLVED, by City Charter Chapter VI Section 6.04-Subordinate Officers, the City Manager has designated the Finance Director as the official City Treasurer and, thus, has the approved authority for the acceptance and release of all collateral to be held by the City in conjunction with City funds on deposit with authorized institutions.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 13th day of January 2020.

Attest:

_____	_____
David J. Napier, Mayor	Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Shirley Buecksler, City Clerk**

Date: **January 13, 2020**

Permanent Rules of the City Council and Code of Ethics

BACKGROUND INFORMATION:

The City's Charter requires the approval of the Permanent Rules of the City Council and Code of Ethics each year.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Staff recommends approval of the Permanent Rules of the City Council and Code of Ethics, as presented.

Council Adopted 1/2/97
Amended 11/24/97
Amended 1/2/15
Amended 1/3/17

PERMANENT RULES OF THE CITY COUNCIL OF WEST SAINT PAUL, MINNESOTA

MEETING TIME AND DATES

Unless otherwise resolved, the regular meetings of the West St. Paul City Council shall convene at 6:30 p.m. on the second and fourth Monday of each month. The Mayor or any three members of the Council may call special meetings upon at least 3 days' notice to each member or an emergency meeting upon at least 24 hours' notice.

PRESIDING OFFICER

The Mayor, or in his absence, the President Pro Tem, shall at the time the meeting convenes, call the meeting to order and chair the meeting. In the absence of both the Mayor and President Pro Tem, the members may appoint a member to chair the meeting, but such appointment shall not extend beyond the arrival of the Mayor, the President Pro Tem, or the adjournment for the day, whichever occurs first. A majority vote of all the members of the Council shall be required to overrule the presiding officer.

QUORUM

A roll of the members shall be called and the names of members present and the members absent shall be entered in the Council minutes. A majority of all members of the Council shall constitute a quorum to do business.

ORGANIZATIONAL MEETING OF COUNCIL

At the organizational meeting of the Council in January in odd numbered years, no conduct of the city's business shall be considered except those matters pertaining to the organization of the City Council or the method or manner of the conduct of its business.

ORDER OF BUSINESS

After the taking of the roll call, the order of business shall be the agenda for the meeting and the chair may take matters out of their order on the agenda for the convenience of the public, unless overruled by the members. Matters outside of the agenda may be considered by a majority vote of all members of the Council. Any matter of non-controversial nature may be placed on the consent agenda, which shall immediately precede other matters on the agenda for that meeting. The matters on the consent agenda may be acted upon by a single motion by the Council without debate. A member of the Council may remove any matter from the consent agenda by requesting removal prior to the voting thereon.

RECORD OF VOTING

The Council shall keep a journal of its proceedings and yeas and nays, when taken on any questions, shall be entered on such journal. For roll call votes, the maker of the motion shall be called upon first to record his/her vote. The member who seconded the motion shall be called upon second to record his/her vote. When a ballot vote method is being utilized for the appointment of members to task forces and commissions, the Clerk shall announce the candidates of each Councilmember and record the result of the ballot in the Council journal. When voting on any matter by motion, any member who, being present when his name is called, fails to vote upon any pending proposition in a tone plainly understood by the presiding officer, shall be counted as having voted in the negative on said pending proposition. Every member present shall vote unless the member is excused for a conflict of interest. When a member declines to vote on the call of his/her name, the member shall be required to state the reasons for so declining. After the vote is taken, but before the presiding officer has announced the vote, the presiding officer may and, if requested by a member, shall submit to the Council the question, "Shall the member for the reason stated, be excused from voting?" which shall be decided without debate. That member then shall vote or be excused based on the Council's vote on the questions.

At the request of any member, a roll call shall be held up temporarily to permit any member in the building to vote on that matter.

MOTION AND RESOLUTION

No motion or resolution shall be debated or voted on unless it has been seconded by a member of the Council. After a motion has been made, it is in the possession of the Council and, unless withdrawn before it is voted upon, or before adjournment that day, it shall be entered in the minutes, together with the name of the member offering it. No member may make two motions at the same time.

ORDER AND DIVISION OF A QUESTION

A division of any question, which contains several points, may be made. Except in the case of a privileged question or as otherwise provided by these rules, questions shall be put in the order in which they are moved. .

THE PREVIOUS QUESTION

A motion calling for the previous question must be seconded. If a motion for the previous question is ordered by the vote of the council, it shall have the effect of cutting off all debate and bringing the Council to a vote on the question. When the previous question is decided in the negative, the main question remains under debate until disposed of by the vote or in some other manner.

MOTION TO BE GERMAINE

No motion or proposition on a subject, different from that under consideration, shall be admitted under the guise of its being an amendment.

MOTION FOR RECONSIDERATION

When a question has been decided, either in the affirmative or the negative, it shall be in order for any member who voted with the prevailing side to move its reconsideration, provided that such motion is made either on the same day or on or before the next regular scheduled Council meeting. A member who did not vote on a question may also move reconsideration within the same time limitation.

PRECEDENCE OF MOTIONS

When a question is under debate, no motion shall be received except the following; the first three shall be decided without debate:

(1) To adjourn

(2) To table or postpone indefinitely

(3) For the previous question

(4) To commit or refer

(5) To continue or postpone to a day certain

(6) To amend

The motions shall have precedence in the order listed.

MOTION TO ADJOURN

A motion to adjourn shall always be in order except during roll call. When a motion to adjourn is made, it shall be in order for the presiding officer before putting the question to permit any member to state reasons which would seem to render adjournment improper at that time. But debate thereon shall not be had.

DEBATE AND DECORUM

Every member before speaking shall be recognized by the presiding officer. When two or more members wish to speak at the same time, the presiding officer shall designate the member to speak first. No member shall speak more than once until every other member wishing to speak on the pending question has had an opportunity to do so. No member shall walk out of the meeting while a roll call is being taken.

COMMITTEES

Standing committees of the Council shall be:

(1) Public Safety

(2) Public Works

Committee Membership: Except as otherwise provided by Statute, Ordinance, or Charter, the Mayor shall appoint members to all Council committees, and shall designate the chairman thereof.

Referral to committee shall be made by the Council by a motion to refer to committee or by the Mayor's request to refer to committee.

Committee meetings shall be open to the public and shall be scheduled from time to time by the committee chairman with due consideration for the convenience of committee members.

A majority of the members of any committee shall constitute a quorum.

A committee may reconsider any action so long as the matter remains in the possession of the committee and the committee report has not been presented to the Council. A committee member need not have voted on the prevailing side in order to move reconsideration.

Matters referred to a Standing Committee shall remain in the Committee's possession until action is taken by the Committee reporting the matter back to the City Council. The City Council may, by majority vote, recall any matter from a Standing Committee thirty days after its referral to Committee.

OPEN WORK SESSION

The Council may on such occasions as it deems appropriate, upon proper notice of the meeting, meet in an open work session for purposes of general discussion of matters which are not appropriate for referral to a standing committee or advisory committee. For all matters except voting for appointments to task forces and commissions, discussion at work sessions will not result in formal vote or resolution, though members will be free to express their intent and position. Voting for appointments to task forces and commissions, either by ballot vote pursuant to Resolution 97-64 or motion vote, may result in a formal vote or resolution at an open work session.

Work sessions will be held in available conference space in the Municipal Center or in the Council Chambers as the Council may from time to time determine appropriate. All such meetings shall be open to the public unless they are closed in compliance with Minnesota Statutes.

ADVISORY COMMITTEES, BOARDS AND COMMISSION

The names, addresses, and background information of all persons to be considered for appointment to various City Advisory Committees, Boards, or Commissions shall be submitted in writing on a form provided by the City Clerk. Before Council action, the applications may be considered in an Open Work Session.

SUSPENSION OR AMENDMENT OF THE RULES

The concurrence of two-thirds of the whole Council is required to amend or suspend or alter any of the Permanent Rules of the Council.

CODE OF ETHICS FOR PUBLIC OFFICIALS OF THE CITY OF WEST ST. PAUL

1. Declaration of Purpose:

The purpose of a Code of Ethics policy is to establish ethical standards of conduct for public officials. The proper operation of democratic government requires that public officials be independent, impartial and responsible to the citizens of West St. Paul. The public should have confidence in the integrity of its city government and know that public office will not be used for personal gain. The provisions of this Code of Ethics shall apply to all public officials, elected and appointed.

II. Responsibilities of Public Office:

Public officials, elected and appointed, of the City of West St. Paul hold office for the benefit of the public. They are bound to uphold the Constitution of the United States as well as the Constitution of the State of Minnesota as well as the Charter of the City of West St. Paul. They should maintain the highest personal ethics so as to maintain the confidence of the public who elected them. They are bound to discharge faithfully the duties of their office regardless of personal consideration, recognizing the public interest must be their primary concern.

III. Fair and Equal Treatment:

A. Public officials, elected and appointed, shall not request or permit the use of City owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public in general or are provided as municipal policy for the use of such elected officials in the conduct of official business.

B. Public officials, elected and appointed, shall not grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

IV. Conflict of Interest:

A. Public officials, elected and appointed, shall not knowingly engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of official duties in the public interest or would tend to impair independence of judgement or action in the performance of official duties.

B. Specific conflicts of interest are as follows:

1. Holding a position of employment which is incompatible with the elected position or interferes with the proper discharge of public duty.

2. Use of confidential information, obtained as a result of public position for personal gain.

3. Soliciting of personal gifts and favors by an elected official, or accepting unsolicited gifts or favors.

4. Use of official position for personal gain.

5. Holding investments which interfere or tend to interfere with proper discharge of public duty.

6. Representation by elected officials of private interests before city governmental agencies and participation in the profits from such representation.

7. Personal interest in legislation to the extent that private interest takes precedence over public interest and public duty.

V. Application of Code:

When a public official has doubt as to the applicability of this code, he/she should apply to the City Attorney for an advisory opinion and be guided by that opinion.

VI. Sanctions:

A violation of the provisions of the Code of Ethics shall be grounds for censure of the offender by the Council and disqualification from public office when authorized.

ETHICS LAW

As a general rule no elected official, member of any advisory board, or public employee should accept any gift unless the City Attorney is of the opinion that the gift is one of the rare exceptions to the rule.

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Shirley Buecksler, City Clerk**

Date: **January 13, 2020**

Appointments to Standing Committees, Advisory Commissions, and Public Agencies for 2020

BACKGROUND INFORMATION:

Each year at the Council's Organizational Meeting, the Mayor makes appointments to standing committees, advisory commissions and public agencies. At this time, Mayor Napier is proposing the following assignments:

Council Standing Committees:

- Public Safety Committee: Councilmembers Anthony Fernandez (Chair), Wendy Berry and Lisa Eng-Sarne
- Public Works Committee: Councilmembers Dick Vitelli (Chair), Bob Pace and John Justen

Council Liaisons to City Advisory Commissions:

- Charter Commission: Councilmember Anthony Fernandez
- Economic Development Authority: Mayor Dave Napier (President and Treasurer) and Councilmember Anthony Fernandez (Vice President)
- Environmental Committee: Councilmember Lisa Eng-Sarne
- Parks & Recreation Committee: Councilmember Wendy Berry
- Planning Commission: Councilmember John Justen

Council Appointments to Public Agencies:

- Dakota Broadband Board Joint Powers Organization: Councilmember Dick Vitelli and IT Manager James Grommersch (Executive Committee)
- Dakota Communications Center (DCC) Board of Directors: Councilmembers Dick Vitelli (Board Member) and Anthony Fernandez (Alternate)
- Downtown Airport Advisory Council: Mayor Dave Napier and City Manager (Alternate)
- East Metro Strong: City Manager
- Lower Mississippi Watershed Management District: Sheila Vanney (Public Member)
- Northern Dakota County Beyond the Yellow Ribbon: Councilmember Bob Pace and Ed Iago (Resident; Business Liaison Officer)
- Northern Dakota County Cable Communications Commission (NDC4): Councilmember John Justen (Elected Position) and Jan Zaspel (Public Member)
- Smith Avenue Revitalization: Councilmember Wendy Berry
- South Metro Fire Department Board of Directors: Mayor Dave Napier and Councilmember Wendy Berry

- Thompson Park Advisory Board: Mayor Dave Napier and Councilmembers Bob Pace and Lisa Eng-Sarne

STAFF RECOMMENDATION:

Appointments to the Council Standing Committees are the Mayor's prerogative, including appointment of the Committee Chair. Appointment of Council Liaisons to City Advisory Commissions and Public Agencies require Council approval.

Approval of the proposed appointments is recommended.

2020 COMMITTEE APPOINTMENTS

COMMITTEE, ADVISORY BOARD OR PUBLIC AGENCY	MAYOR, COUNCILMEMBER OR STAFF MEMBER	DATE APPOINTED
COUNCIL STANDING COMMITTEES		
Public Safety Committee	Councilmember Anthony Fernandez Chair	January 13, 2020
	Councilmember Wendy Berry	January 13, 2020
	Councilmember Lisa Eng-Sarne	January 13, 2020
Public Works Committee	Councilmember Dick Vitelli Chair	January 13, 2020
	Councilmember Bob Pace	January 13, 2020
	Councilmember John Justen	January 13, 2020
CITY ADVISORY COMMISSIONS		
Charter Commission	Councilmember Anthony Fernandez	January 13, 2020
Economic Development Authority	Mayor Dave Napier President	January 13, 2020
	Councilmember Anthony Fernandez, Vice President	January 13, 2020
	Mayor Dave Napier Treasurer	January 13, 2020
Environmental Committee	Councilmember Lisa Eng-Sarne	January 13, 2020
Parks & Recreation Committee	Councilmember Wendy Berry	January 13, 2020
Planning Commission	Councilmember John Justen	January 13, 2020
PUBLIC AGENCIES		
Dakota Broadband Board (DBB) Joint Powers Organization	Councilmember Dick Vitelli	January 13, 2020
	James Grommersch Staff; Executive Committee	January 13, 2020
Dakota Communications Center (DCC) Board of Directors	Councilmember Dick Vitelli, Board Member	January 13, 2020
	Councilmember Anthony Fernandez Alternate	January 13, 2020
Downtown Airport Advisory Council	Mayor Dave Napier	January 13, 2020
	City Manager Alternate	January 13, 2020
East Metro Strong	City Manager	January 13, 2020

PUBLIC AGENCIES		
Lower Mississippi Watershed Management District	Sheila Vanney Public Member	January 13, 2020
Northern Dakota County Beyond the Yellow Ribbon	Councilmember Bob Pace Ed Iago, Resident; Business Liaison Officer	January 13, 2020 January 13, 2020
Northern Dakota County Cable Communications Commission (NDC4)	Councilmember John Justen Elected Position Jane Zaspel Public Member	January 13, 2020 January 13, 2020
Smith Avenue Revitalization	Councilmember Wendy Berry	January 13, 2020
South Metro Fire Department Board of Directors	Mayor Dave Napier Councilmember Wendy Berry	January 13, 2020 January 13, 2020
Thompson Park Advisory Board	Mayor Dave Napier Councilmember Bob Pace Councilmember Lisa Eng-Sarne	January 13, 2020 January 13, 2020 January 13, 2020

Updated: January 13, 2020

City of West St. Paul
Open Council Work Session Minutes
December 9, 2019

1. Roll Call

Mayor Napier called the meeting to order at 5:04 p.m.

Present: Mayor Dave Napier
Councilmembers Wendy Berry, Lisa Eng-Sarne,
Anthony Fernandez, John Justen, Bob Pace and Dick Vitelli

Absent: None

Also Present: City Manager Ryan Schroeder
City Attorney Peter Mikhail
Interim Police Chief Brian Sturgeon
Fire Chief Mark Juelfs
Human Resources Director Debra Gieseke
Finance Director Char Stark
Parks & Public Works Director/City Engineer Ross Beckwith
Assistant Community Development Director Ben Boike
City Clerk Shirley Buecksler

2. Review and Approve the OCWS Agenda

Council approved the OCWS agenda, as presented.

3. Review the Regular Meeting Consent Agenda

Councilmember Justen asked about Item 9F, Amending 2020 Fee Schedule and the impact on residents who have installed solar panels. Finance Director Stark said they are already being charged. The fee already exists, it just wasn't listed on the schedule. A new fee isn't actually being added, Stark said.

Councilmember Berry requested that Item 9L, Resolution Endorsing Carbon Pricing, be pulled and added to the regular agenda. Councilmember Eng-Sarne said either she or Claudia Egelhoff can speak to it. This item will be pulled down for discussion, after which it will be approved with all other items on the Consent Agenda.

Council pulled Item 9F, Amending 2020 Fee Schedule, and approved the Consent Agenda, as amended.

4. Agenda Item(s)

A. Review Applications for Environmental, Park & Recreation, and Planning Commissions

At the November 25, 2019 OCWS, Council discussed the process for filling positions to various City committees and commissions for terms which will be expiring in 2020.

Applications received through the City's website were forwarded to the City Council on November 26 and included applications received from September 1, 2018 through December 9, 2019.

Per Council request, Commissioners whose terms will be expiring in 2020 and are seeking reappointment were asked to apply online, as well. Due to the short turnaround time for current Commissioners, any applications received by today's date were brought forward to Council this evening.

Charter Commission (4 year terms)
4 terms expiring on February 28, 2020. Appointments are made by the Court, with a recommendation from the Charter Commission to the Council, which passes a joint recommendation to the Court. Applications for the Charter Commission will be forwarded to the Charter Commission for review and were not included tonight.

Environmental Committee (3 year terms)
1 term expiring on March 1, 2020 for Commissioner Carol Hall. Per Bylaws, "All appointments shall be made by the City Council." No application nor reply was received from Commissioner Hall.

Park & Recreation Committee (2 year terms)
3 terms expiring on March 1, 2020 for Chair Mike Petrasek and Commissioners Jay DeLaRosby and Brad Erickson. Per Bylaws, "All appointments shall be made by the City Council, with each member of the City Council having the right to nominate one member from their respective wards."

Chair Petrasek and Commissioners DeLaRosby and Erickson are seeking reappointment and have submitted their applications.

Planning Commission (3 year terms)
3 terms expiring on March 1, 2020 for Chair Morgan Kavanaugh and Commissioners Derek Leuer and Dan McPhillips. Per Bylaws, "Appointments to the Planning Commission are by the Mayor as confirmed by the City Council."

Mayor Napier will be making his appointment at the Regular Council meeting tonight to fill Commissioner Leuer's seat.

Chair Kavanaugh and Commissioner McPhillips are both seeking reappointment and have submitted applications.

All applicants to the above committees and commissions were contacted via email asking if they are still interested in being considered. This was especially important for those who applied in late 2018 and early 2019, but only a handful of the applicants responded. Of those, one has since moved out of West St. Paul, and Stephanie Schempp changed her interest to the Environmental Committee only.

Mayor Napier said this discussion is regarding the process for the committees. He said he has a name ready for the Planning Commission appointment to replace Commissioner Leuer.

Councilmember Berry recommended blocking out the names and addresses of each application for the next meeting. She said it would be encouraging for everyone to apply.

Schroeder said we see this as the Council appointing your advisors, and we just need to know how you would like Staff to process that. If Council wants to vary between Environmental Committee and Parks & Recreation, it's up to you.

Mayor Napier said the way it's been done in the past is that everyone writes down on a piece of paper their first, second and third choice, which are then tallied and we have a discussion.

Councilmember Berry said she would like to see the applicants listed as "Applicant #1, Applicant #2," etc.

Councilmember Eng-Sarne said she noticed in an earlier email from the City Clerk that most who applied online hadn't responded yet if they are still interested. Buecksler said the deadline was the date of this meeting.

Councilmember Justen said the original email that went out was asking them to reply if they were *not* interested. He said he spoke with one for reappointment who said they hadn't received the email, however, their application is now here, so it was resolved.

Moving forward, Mayor Napier said we can go through applicant 1 through 6 for each commission. Some are applying for two different commissions.

Councilmember Justen said that the Parks & Recreation bylaws state that each member of Council has the right to nominate one member from their respective wards. He recommended changing the wording in the bylaws because it doesn't work logistically if only one seat is open. He recommended changing the Park & Recreation Committee bylaws to be in line with the Environmental Commission.

City Attorney Land said, historically, that ward representatives would come to an agreement and make a recommendation. She said it's never been an issue. Councilmember Justen said it doesn't read that way.

Councilmember Pace suggested leaving the wording as is because, for example, if there are five applications for the same position, there may be a difference of opinion between ward members.

Schroeder asked if Council has a desired date to bring back tally sheets.

Mayor Napier said he would prefer to fill vacancies soon. January for vacancies and reappointments.

Councilmember Vitelli asked how we will know about reappointments if their names are redacted. Councilmember Berry said it doesn't matter, that's why they're applying and added that they have the ability to enter that information in the application.

Councilmember Berry suggested that Staff go back and ask for clarification by a certain date for those who have not responded. After that date, their application wouldn't be considered for this appointment but would be considered for future appointment opportunities.

Councilmember Justen said it would be appropriate that, if we are looking to fill these spots in January, that a public notification be sent out that we will accept applications by a specific date.

Councilmember Pace asked, given the importance of the Planning Commission and time-sensitive projects coming forward, if Mayor Napier will is intending to appoint someone soon. Mayor Napier said he will be making one appointment tonight and the others will be coming soon.

Schroeder said what he understands is that Council will not be interviewing but doing a tally process instead. The deadline would be the Wednesday prior to the Council meeting chosen.

Mayor Napier asked if Council is free to call the applicants; City Attorney Land agreed.

Mayor Napier said there are several good candidates for the Planning Commission. He is focusing on Ward 1 and spoke with both Ward 1 candidates. Tonight he is bringing forward Tori Elsmore. He said she is a West St. Paul resident with one small child, she served on the Inver Grove Heights Planning Commission from 2012-2013 and is an attorney. Mayor Napier said she will be a nice fit and that she is very excited about it.

B. Public Safety Committee Update

At the October 14 OCWS, Schroeder said that Council provided the Public Safety Committee with consensus direction to review a loose agenda of items. Council was provided in tonight's packet with the committee minutes from October 22 (committee

approved) and draft minutes from December 3. To date, the committee has discussed plans for the 1010 Dodd parcel, crime and code enforcement mapping, problem properties and has identified housing stability as an issue of import. It was also discussed briefly that there might be benefit in formally expanding the role of the committee beyond the limits of the "public safety" nomenclature.

Schroeder said this item is on the agenda to provide an opportunity to update the Council as a whole and to provide whatever feedback Council may wish to provide. When Council first asked about this, Schroeder said that either the committee Chair or the Council themselves suggested coming back after we've met a couple times to report back on what the committee has been discussing. According to the rules, the typical format is an item or a couple of items are handed to the committee. When they're done studying it, they hand it back to Council. The committee has talked about a number of things in some sort of on-going fashion, he said. The committee members can respond tonight to any questions.

Mayor Napier asked who took the minutes and Schroeder said that he did. Mayor Napier said, if the minutes were captured correctly, it was pretty clear that it's almost like when you fill a plastic bag with water and don't shut the water off. The committee tried to pop out of this bubble, which tells me we either need another committee or something. Very well done, he said.

Schroeder said the committee talked about that, as well. There is a lot of overlap that exists.

Councilmember Pace said when the committee was formed, the name of the committee was odd to begin with. He said he sort of agrees with Mayor Napier. The title of the committee makes it odd because it's not really public safety.

Mayor Napier said he would caution Council because he thinks a public safety committee is important. There have been times when there was a public safety issue and Staff needed direction and it's too much for Council. It's important to have a title for that group, he said, and that we could bring an owner in and have a face-to-face meeting to let them know what Council is talking about.

Mayor Napier said he saw so much in the minutes. He said it would be fun to have an opportunity to grow that.

Hartshorn said we have a problem properties committee, which was formed so the Police and the community could be on the same page when things overlap. Schroeder said this committee is all Staff.

Councilmember Eng-Sarne said she looked up what other communities call these committees. Minneapolis has a Community and Safety Committee. Another community has Neighborhood and Safety Revitalization. She said we probably talked about perhaps more than was intended but that she doesn't know what is out of bounds.

Mayor Napier said not so much out of bounds but saying, if you mix it too much, you lose the power of the conversation. Public safety is a critical piece that we need to pay attention to. It's about public safety, not about development. We want to have enough so the committee is spending their time effectively

Councilmember Fernandez said the name throws you off but this committee hadn't met in two years, so we cannot get nuanced by names. As you can see in the minutes, we are putting stuff together that's extremely beneficial, he said. We're coming in at 7:00 a.m. and hammering stuff out. To say that we are not focused is not a fair representation of that. We are focused and we have a pretty good idea of what we're tackling, such as 1010 Dodd and getting the business community together to provide opportunity to add benefit. We don't have a public and private sponsorship or those types of things, he added. We are really trying to take things and connect them because they aren't right now. A lot of that is part of public safety. If we create too many groups, then we are spreading ourselves thin. We all have full-time jobs and families. We do have some specific things we are focused on and we are trying to get going. If we create another group, we are going to get all over the place. If we can add on an additional name to this group, that might suit the purpose, he said.

Councilmember Vitelli said, reading through the minutes, a lot of these issues are brainstorming issues that Council does. These things are Council items, not public safety. He said he doesn't think we need to create another group.

Councilmember Berry said we don't have time to talk about those things in Council work sessions. If we want to keep moving on them, we either need to rename the committee or make more time.

Councilmember Vitelli said if we have a breakfast or afternoon coffee, Council could brainstorm on things.

Councilmember Fernandez said we did that at the beginning of this year. At some point, we go from an idea to formulation and really start working to get those things done. We need to germinate it, he said. We need to have people to make a committed effort to do that. We are stuck on this name and that is not the total purpose of this group. It's more of a development, a committee that's further looking into things and getting some things rolling. We are pressed for time, he said, so this is something that we are further fleshing out. There are some things that are exciting and we can take an opportunity that we haven't had before.

Councilmember Justen said the structure of the safety committee was to be given a limited scope of direction. Perhaps it needs to be formulated in a different way than the safety committee, he said. It's like the Council says, you work on these specific things and maybe the problem is putting this into the public safety committee. Maybe it should work as a public safety committee that doesn't meet that often and this should be operating as a different committee. You're trying to be proactive and the public safety committee is reactive, he said, and feels that this is the problem. This is a good

concept working on this, he said, but we need to figure out what it falls under. Mayor Napier and Councilmember Vitelli agreed.

Councilmember Vitelli said an example of public safety would be parking on Livingston in front of people's homes. The public safety committee met with the Police Chief and brought back a recommendation or suggestion for Council.

Councilmember Pace said he totally agrees as it was explained. Public safety should have its own public safety items once every six months. Councilmember Pace said he loves what these three are doing on the committee. He said he agrees with their brainstorming of ideas and that it has to come to us anyway. Meeting once a month is a lot because us as a Council can't even begin to dig into what they're digging into.

Mayor Napier said if it is not related to public safety, then the Police Chief shouldn't be in the meetings. He said he wants to be respectful to Staff and we want to set that group up with their ideas to be successful. We can call it anything we want and they can meet once a month or whatever and hash out these items, he said. Our Community Development Director and City Manager may be in there. Something different that can really create some momentum and is proactive. The problem with mixing it with public safety is you're taking the sting out of what we're trying to do with public safety.

Berry asked the City Attorney if we can have a committee that is just Councilmembers. City Attorney Land said if you want to make a standing committee that is just Council, you can make it permanent. If you want to make it a resolution, it can come and go.

Mayor Napier said if the three committee members want to have a meeting, just call a meeting, discuss ideas and work them through, and bring them forward.

Councilmember Fernandez said that is the only reason he brought it forward because he's looking for the umbrella to get under and do it. To have the Police Chief included, no; however, the Chief brought data to the last meeting that the committee didn't know about. We don't know what Staff is working on, he said. There are a lot of good ideas and training professionals. It's important to hear that stuff.

Councilmember Justen asked if we move forward on something like that, if it would make sense to have some element of rotation in that or consistency with two members but rotate in one of the other Councilmembers at some point. Keep a consistent chair but keep that idea of gathering going. After three months, two tag out for three months and so on.

Mayor Napier said that some would argue that one from each ward should be there. Historically, that has been an issue because there may not be focus from that ward. Something to consider, he said.

Councilmember Berry said if we continue to bring a summary to OCWS, the committee could take ideas at that time and take that type of direction. It would be a way to take feedback and other input.

Councilmember Fernandez said that's his vision – constant rolling dialogue between everyone. Everyone has a different idea that is interesting, he said. It's important to constantly update. Everyone has an historical perspective, and what's going on is positive for everyone.

Mayor Napier said he thinks it's exciting that you want to do this and represent us. He added that Schroeder captured a lot of it.

City Attorney Land suggested that the group come together with a structure and a name, along with key elements that could be embodied in that resolution.

Councilmember Eng-Sarne clarified that their charge is to separate it into two. One month public safety, then community development, then public safety.

Mayor Napier said public safety is really supposed to be meeting referral from the Council.

Given the conversation, Schroeder said this group will meet one more time, address this conversation and come back with a recommendation.

Mayor Napier agreed.

C. 2020 Fee Schedule Amended

Stark said a few changes need to be made to the fee schedule that was adopted back in August. Community Development Building Official Dennis Schilling realized that he hadn't included the solar inspection permits in the schedule. That section is fees that he is currently billing out when solar panels are installed on homes and buildings. They are currently in place but just need to get on the schedule. The new one, Stark said, is the community vacant property registration, adopted at the last meeting. Building Official Schilling has additional changes to the mechanical permits to make them look similar to plumbing permits. She said we can pull it from this meeting and come back in January will all.

Councilmember Vitelli agreed to pull it from the Consent Agenda. On solar panels, it's going to be a structural inspection but also an electrical permit, he said. Stark said the electrical permit is already in there. When the Building Official bills it out, both are in there.

Council agreed to pull Item F, 2020 Fee Schedule Amended, and bring it back in January.

Councilmember Pace asked how many lots the City has and said he was surprised at the cost of the fees.

Councilmember Fernandez requested that the pedestrian/bike plan to be added to the OCWS agenda. He said it's time that we look at our pedestrian/bike plan. He said we want to be sure we focus on connecting that stuff. He said it's time to look at that and have someone explain it. Also Harmon Park, there are a couple of access points where people are naturally crossing that are not safe, along with Garlough/Dodge Nature Center. We wanted a crosswalk because children cross there, he said.

Schroeder asked if Councilmember Fernandez is talking about mid-block crossings. Councilmember Fernandez said the teachers are actually taking them across from Garlough to Dodge Nature Center. He said there are a couple of really simple fixes that we can do to increase safety issues around that. He added that he hopes very soon that we can look at the whole thing and have a Council discussion.

Mayor Napier said the last time we had two ward representatives meet with Staff. They met and looked through their entire ward. It helps you understand how the plan was laid out and how everything links, he said.

Councilmember Fernandez said what Councilmembers can do is have a map of the city and show where the community can walk a certain area and know that it is two miles or loops.

Councilmember Eng-Sarne said when Council talked about the Oppidan property, walkability was mentioned.

Councilmember Fernandez said it would be nice for people to have that and think about the implementation of it.

Mayor Napier directed that it be added to an OCWS agenda. Schroeder said Staff will talk about it and go from there.

5. Adjourn

Motion was made by Councilmember Justen and seconded by Councilmember Eng-Sarne to adjourn the meeting at 5:44 p.m.

All members present voted aye. Motion carried.

David J. Napier
Mayor
City of West St. Paul

City of West St. Paul
City Council Meeting Minutes
December 9, 2019

1. Call to Order

Mayor Napier called the meeting to order at 6:34 p.m.

2. Roll Call

Present:	Mayor Dave Napier Councilmembers Wendy Berry, Lisa Eng-Sarne, Anthony Fernandez, John Justen, Bob Pace and Dick Vitelli
Absent:	None
Others Present:	City Manager Ryan Schroeder City Attorney Kori Land Interim Police Chief Brian Sturgeon Human Resources Director Debra Gieseke Finance Director Char Stark Parks & Public Works Director/City Engineer Ross Beckwith Community Development Director Jim Hartshorn City Clerk Shirley Buecksler

3. Pledge of Allegiance

4. Adopt the Agenda

Motion was made by Councilmember Vitelli and seconded by Councilmember Justen to remove Item 9F, Amending 2020 Fee Schedule, for a future meeting and to pull Item 9L, Resolution Endorsing Carbon Pricing, for discussion prior to approval.

Vote: 6 ayes / 0 nays. Motion carried.

5. OCWS Briefing

Mayor Napier said the Council held a work session prior to the regular meeting to discuss the following topics:

A. Review Applications for Environmental, Park & Recreation, and Planning Commissions
B. Public Safety Committee Update
C. 2020 Fee Schedule Amended

6. Citizen Comments

The following citizens addressed the Council:

- Greg Shepherd, 215 East Kathleen Drive, Ward 3, regarding the sidewalk on Marie from Robert Street to Oakdale Avenue. He commended the City on a great job. Mr. Shepherd also spoke regarding parking on Kathleen Drive between Marie Avenue and Westview

Drive, as well on Westview Drive from Oakdale Avenue all the way around to Marie Avenue. He suggested parking on one side of the street only.

7. Council Comments

Councilmember Pace wished everyone Happy Holidays and safe travels.

Councilmember Berry also wished Happy Holidays to everyone.

Councilmember Fernandez wished Happy Holidays and a Happy New Year to all.

Councilmember Eng-Sarne said it has been a pleasure working with everyone over the past year. She thanked everyone for this opportunity. Councilmember Eng-Sarne also said that Southview Animal Hospital will be having their Grand Opening on Saturday, December 14, from 3:00 p.m. to 7:00 p.m. New street lights have been installed at Marie Avenue and Livingston Avenue, of which power will be connected on December 18. And the Police Department remodeling project will continue through April or May. Schroeder added that anyone attending Council meetings in January, February and March will notice the impacts to the Council Chambers during that time.

Councilmember Justen thanked everyone for the opportunity to serve them during the past year and said he looks forward to future years on Council.

Councilmember Vitelli said Angie Craig's Town Hall Meeting was very informative on Saturday and suggested attending her future meetings.

Mayor Napier said he was very honored to be asked to serve on the interview panel for candidates for enrollment in the Military Academy. He was invited by U.S. Congresswoman Angie Craig to sit on the panel that interviewed 20 unbelievable students from Minnesota's 2nd Congressional District. Students were ranked for recommendation to the Military Academy.

Mayor Napier said that Southview Animal Hospital was founded by Milton Bauer and has been a staple in our neighboring community for many years. Southview Animal Hospital has now invested in the Old Country Buffet building. They added a lot to the front of the building and made a great investment in that area. Mayor Napier said their Grand Opening will be on Saturday, December 14, at 3:00 p.m.

8. Proclamations, Presentations and Recognitions

A. Presentation – Crime Mapping

Interim Police Chief Sturgeon introduced Investigative Assistant Jerri Schmidt who provided instructions for Council and community members on the crime mapping program available on the West St. Paul Police Department website.

Mayor Napier thanked her for the tutorial and said this is a great tool for our residents to use.

Mayor Napier asked Sturgeon to talk about the Heroes & Helpers Program that took place on December 8.

Sturgeon said this is a joint partnership with South Metro Fire Department. About 40 kids went shopping with Police Officers and Firefighters at Target, thanks to donations received from Target and American Veterans Post 1. Sturgeon thanked Dunham's for their generosity in providing food and beverages for the event at Dakota Lodge. He said there were more than 25 volunteers helping, in addition to the Officers and Firefighters. Volunteers helped support the flow of the kids going with the Officers and Firefighters, wrapped presents, served food and helped clean up after the event. Sturgeon said the Police Department and South Metro Fire are dedicated to this program and look forward to next year.

Mayor Napier said knowing that this is going on in our community and that our Police Officers, Firefighters and volunteers are out there helping with such a worthwhile program, that the program generated 40 youth shopping at Target, the great partnership we have with Target, and having Dunham's local restaurant providing the food, makes this a great feel good story. He said it really tells what our community is all about and how our Police Officers and Firefighters step up when we need them. Mayor Napier thanked the Police Department and South Metro Fire Department for such a great program.

9. Consent Agenda

Motion was made by Councilmember Berry and seconded by Councilmember Eng-Sarne to approve the following items on the Consent Agenda, as presented:

A. 2020 City Meeting Calendar
B. Minutes of November 12, 2019

- OCWS Minutes
- Regular Council Minutes

C. Minutes of November 25, 2019

- OCWS Minutes
- Regular Council Minutes

D. List of Claims for December 9, 2019 in the Amount of $832,218.20
E. Budget Adjustment for Police Overtime in the Amount of $91,000.00
F. ~~Amending 2020 Fee Schedule~~ – **Item Pulled From Consent Agenda**
G. Updated 2020-2029 CEP-CIP Plan

H. City Licensing to Include:

2020 On-Sale Liquor Licenses
El Nuevo Morelos Mexican Restaurant, Wine & Beer, Sunday Sales

2020 Business Licenses – No Background
Caliber Collision Center, MV Related
Firestone Complete Auto Care, MV Related
Mister Car Wash, MV Related

I. Rental Licensing to Include:

213 Annapolis Street West (Apartment, Renewal)
153 Emerson Avenue East (Apartment, Renewal)
991/993 Oakdale Avenue (Duplex, Renewal)

J. No Fault Sewer Backup Insurance

- Resolution No. 19-131 Establishing Limited Clean Up and Property Damage Protection for Sewer Back-Ups for Sewer Customers-2020

K. Award Bid for 2019-2020 Sanitary Sewer Rehabilitation Project CP 19-8
L. Resolution Endorsing Carbon Pricing

- Resolution No. 19-132 Approving Endorsement of Carbon Pricing by the U.S. Congress

M. Amendment to Joint Powers Agreement with Dakota County for River to River Trail
N. Annual Excess Insurance Declaration

- Resolution No. 19-133 Approving Non-Waiver of Statutory Tort Liability Limits

O. Community Development Block Grant Application

- Resolution No. 19-134 Approving the Application of the City of West St. Paul for Fiscal Year 2020 Dakota County Community Development Block Grant (CDBG) Funding

P. Emerald Ash Borer Community Forest Response Tree Planting Grant
Q. Enter Amendment to Site Lease Agreement with St. Paul Regional Water Systems

Vote: 6 ayes / 0 nays. Motion carried.

10. <u>Public Hearings</u>

A. Public Hearing – 2020-2021 Budget and Levy Adoption

Finance Director Stark provided an overview of the 2020-2021 budget and levy and answered questions from the Council.

Mayor Napier opened the Public Hearing at 7:17 p.m.

Seeing no one wishing to speak, Mayor Napier closed the Public Hearing at 7:17 p.m.

Motion was made by Councilmember Vitelli and seconded by Councilmember Pace to adopt Resolution No. 19-135 Adopting the 2020 Tax Levy and Adopting the 2020 Budget.

Vote: 6 ayes / 0 nays. Motion carried.

B. Public Hearing – First Reading of Zoning Ordinance Amendment Regarding B2 Overlay District

Community Development Director Hartshorn introduced the following proposed ordinance for its first reading:

> *"An Ordinance Amending the West St. Paul Zoning Ordinance by Establishing the Smith/Dodd Neighborhood Overlay District"*

Mayor Napier opened the Public Hearing at 7:22 p.m.

The following people addressed the Council:

- Ken Paulman, 912 Cherokee, Ward 3

Mayor Napier closed the Public Hearing at 7:23 p.m.

Motion was made by Councilmember Justen and seconded by Councilmember Berry to approve the first reading and call for a second reading of the ordinance to be held at the City Council meeting on January 13, 2020.

Vote: 6 ayes / 0 nays. Motion carried.

C. Public Hearing – Final Reading of Ordinance 19-23 Amending Chapter XV of the City Code Regarding Commercial Vacant Property Registration

Hartshorn provided an overview of the final reading of the ordinance and answered questions from Council.

Motion was made by Councilmember Vitelli and seconded by Councilmember Justen to table this item and move it back to Staff for discussion at a future OCWS.

Vote: 6 ayes / 0 nays. Motion carried.

D. Public Hearing – Final Reading of Ordinance 19-24 Amending Zoning Ordinance Sections 153.170 and 153.187 Regarding Auto Accessory Stores

Hartshorn provided an overview of the final reading of the ordinance and answered questions from Council.

Mayor Napier opened the Public Hearing at 7:33 p.m.

Seeing no one wishing to speak, Mayor Napier closed the Public Hearing at 7:33 p.m.

Motion was made by Councilmember Berry and seconded by Councilmember Justen to pass Ordinance No. 19-24 Amending West St. Paul Zoning Ordinance Sections 153.170 and 153.187 Regarding Allowing Auto Accessory Sales in the B3 District.

Vote: 6 ayes / 0 nays. Motion carried.

11. New Business

A. Authorize Access Easement for Auto Zone

Motion was made by Councilmember Vitelli and seconded by Councilmember Eng-Sarne to authorize the access easement for Auto Zone, contingent on the City Attorney's review of the drawing and language.

Vote: 6 ayes / 0 nays. Motion carried.

B. Planning Commission Appointment

Motion was made by Councilmember Vitelli and seconded by Councilmember Justen to affirm Mayor Napier's appointment of Victoria Elsmore to the Planning Commission.

Vote: 6 ayes / 0 nays. Motion carried.

12. Old Business

There was no old business to discuss.

13. Adjourn

Motion was made by Councilmember Justen and seconded by Councilmember Berry to adjourn the meeting at 7:40 p.m.

All members present voted aye. Motion carried.

David J. Napier
Mayor
City of West St. Paul

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Char Stark, Finance Director**

Date: January 13, 2020

List of Claims

BACKGROUND INFORMATION:

Invoices to be paid

FISCAL IMPACT:

$2,283,932.75

STAFF RECOMMENDATION:

Approve payment of the attached

CITY OF WEST ST PAUL

Summary of List of Claims

Council Meeting of January 13, 2020

PAYROLL CHECK REGISTER:

Payroll Period	12/2/19 - 12/15/19	
Date Paid	12/20/2019	
Direct Deposit		$166,552.54
Payroll Period	12/16/19 - 12/29/19	
Date Paid	1/3/2020	$163,228.68
Direct Deposit		
TOTAL NET PAYROLL		$329,781.22

DISBURSEMENT CHECK REGISTER:

Checks	131566	$1,128,851.96
EFTS	687 - 717	$825,299.57
TOTAL DISBURSEMENT CHECKS		$1,954,151.53

TOTAL PAYROLL, DISBURSEMENTS, ACH AND WIRE TRANSFERS $2,283,932.75

CITY OF W.S.P

Payment Register

From Payment Date: 12/10/2019 - To Payment Date: 1/13/2020

Number	Date	Payee Name	Transaction Amount
AP-1 - Accounts Payable			
Check			
131444	12/12/2019	BEIRUT DELI	$25,000.00
131445	12/18/2019	JONES, ANN	$845.25
131446	12/30/2019	ADVANTAGE SIGNS & GRAPHICS	$182.16
131447	12/30/2019	ALL PRO LAWN CARE & SNOW REMOVAL	$1,135.00
131448	12/30/2019	BAUER BUILT INC	$1,532.50
131449	12/30/2019	BOLTON & MENK INC	$11,226.75
131450	12/30/2019	BURNSVILLE/CITY OF	$568.26
131451	12/30/2019	BUSCH SYSTEMS	$283.23
131452	12/30/2019	CAPRA'S UTILITIES	$11,975.00
131453	12/30/2019	CAR WASH PARTNERS, INC	$127.48
131454	12/30/2019	CARGILL INCORPORATED	$3,340.26
131455	12/30/2019	CENTURYLINK	$388.99
131456	12/30/2019	CINTAS CORPORATION	$161.63
131457	12/30/2019	CIVICPLUS	$214.11
131458	12/30/2019	COMCAST	$229.44
131459	12/30/2019	CORPORATE MARK INC	$328.10
131460	12/30/2019	CROWN TROPHY	$20.00
131461	12/30/2019	CUB FOODS - WEST ST PAUL	$131.42
131462	12/30/2019	DANNER INC	$128.00
131463	12/30/2019	DVS RENEWAL	$24.00
131464	12/30/2019	ECSI SYSTEM INTEGRATORS	$270.00
131465	12/30/2019	EMERGENCY AUTOMOTIVE TECH	$4,843.27
131466	12/30/2019	GALLS INC	$708.18
131467	12/30/2019	GRAINGER INC	$5,886.96
131468	12/30/2019	GUARDIAN SUPPLY LLC	$800.81
131469	12/30/2019	HERO PLUMBING, HEATING & COOLING	$7,885.00
131470	12/30/2019	HUEBSCH	$340.14
131471	12/30/2019	INDEPENDENT BLACK DIRT CO	$580.00
131472	12/30/2019	INVER GROVE FORD	$260.26
131473	12/30/2019	INVER GROVE HEIGHTS/CITY OF	$3,085.32
131474	12/30/2019	J R'S APPLIANCE	$57.15
131475	12/30/2019	JOSEPH E JOHNSON & SONS CONSTRUCTION	$5,311.25
131476	12/30/2019	KRIS ENGINEERING INC	$196.77
131477	12/30/2019	KROGH'S INC	$12,218.22
131478	12/30/2019	LAWSON PRODUCTS INC	$980.69
131479	12/30/2019	LEADSONLINE	$2,187.00
131480	12/30/2019	LENDSERV	$34.64
131481	12/30/2019	LEVANDER, GILLEN & MILLER	$18,602.40
131482	12/30/2019	LMCIT	$642.81
131483	12/30/2019	LOGIS	$7,154.46
131484	12/30/2019	M R P A	$300.00
131485	12/30/2019	M T I DISTRIBUTING	$522.69

131486	12/30/2019	MENARDS	$273.63
131487	12/30/2019	MID-NORTHERN SERVICES	$3,950.50
131488	12/30/2019	MIDWEST TOWER ERECTION, INC	$4,460.00
131489	12/30/2019	MINNESOTA POLLUTION CONTROL	$23.00
131490	12/30/2019	MN DEPT OF TRANS-COMMISIONER	$297.20
131491	12/30/2019	MN FALL MAINTENANCE EXPO	$330.00
131492	12/30/2019	MN GLOVE	$119.97
131493	12/30/2019	MN LOCKS	$140.00
131494	12/30/2019	NAPA AUTO PARTS	$58.58
131495	12/30/2019	NORTHLAND LINING INC	$4,620.00
131496	12/30/2019	O'REILLY AUTOMOTIVE, INC	$109.25
131497	12/30/2019	OFFICE DEPOT	$107.16
131498	12/30/2019	OLSON POWER	$189.52
131499	12/30/2019	PIONEER SECURESHRED	$55.00
131500	12/30/2019	RAVELING COMPANIES	$3,180.00
131501	12/30/2019	RED WING BUSINESS ADVANTAGE ACCOUNT	$502.46
131502	12/30/2019	ROAD EQUIPMENT PARTS CENTER	$54.43
131503	12/30/2019	S ST PAUL ANIMAL HOSPITAL	$2,223.79
131504	12/30/2019	SALEM LUTHERAN CHURCH	$378.00
131505	12/30/2019	SAM'S CLUB DIRECT	$739.84
131506	12/30/2019	SFDMG, LLC	$8,738.10
131507	12/30/2019	SPRWS	$1,141.50
131508	12/30/2019	ST PAUL REGIONAL WATER SERVICE	$27,674.80
131509	12/30/2019	STREICHER'S	$317.96
131510	12/30/2019	SUBURBAN TIRE WHOLESALE INC	$1,347.72
131511	12/30/2019	SUMMIT FIRE PROTECTION	$580.00
131512	12/30/2019	TACTICAL SOLUTIONS	$403.00
131513	12/30/2019	TKDA	$7,000.17
131514	12/30/2019	TRANSUNION RISK & ALTERNATIVE	$50.00
131515	12/30/2019	TRI STATE BOBCAT INC	$635.89
131516	12/30/2019	UPS STORE	$39.60
131517	12/30/2019	VARITECH INDUSTRIES INC	$130.61
131518	12/30/2019	WASTE MANAGEMENT	$2,467.14
131519	12/30/2019	WENCK ASSOCIATES, INC	$7,194.79
131520	12/30/2019	WSB & ASSOCIATES	$355.50
131521	12/30/2019	XCEL ENERGY	$34,996.91
131522	12/30/2019	ZIEGLER INC	$138.68
131523	01/13/2020	ACTIVE NETWORK,INC	$2,400.00
131524	01/13/2020	A B C RENTAL	$319.02
131525	01/13/2020	AMERICAN PLANNING ASSN	$428.00
131526	01/13/2020	ARROW MOWER	$86.44
131527	01/13/2020	AUTOMATIC SYSTEMS	$1,547.70
131528	01/13/2020	BATTERIES PLUS BULBS	$25.99
131529	01/13/2020	BOLTON & MENK INC	$11,038.50
131530	01/13/2020	BOND TRUST SERVICES	$4,850.00
131531	01/13/2020	CHLIC-BLOOMFIELD EASC	$3,378.77

131532	01/13/2020	DAKOTA COUNTY FINANCIAL SERV	$21,616.00
131533	01/13/2020	DVS RENEWAL	$857.00
131534	01/13/2020	ECOSAFE ZERO WASTE USA INC	$1,592.98
131535	01/13/2020	EHLERS & ASSOCIATES	$195.00
131536	01/13/2020	FORCE AMERICA	$2,184.95
131537	01/13/2020	FUN SERVICES FUN RENTAL	$2,266.65
131538	01/13/2020	GOODPOINT TECHNOLOGY	$3,470.00
131539	01/13/2020	GRAINGER INC	$24.34
131540	01/13/2020	HSHS GYMNASTICS BOOSTER CLUB	$200.00
131541	01/13/2020	KAMISH EXCAVATING INC	$1,000.00
131542	01/13/2020	KENNEDY & GRAVEN	$5,093.00
131543	01/13/2020	KIMLEY-HORN & ASSOCIATES, INC	$31,481.80
131544	01/13/2020	LAW ENFORCEMENT LABOR SERVICES	$1,798.00
131545	01/13/2020	LOGIS	$2,766.75
131546	01/13/2020	MARCO TECHNOLOGIES LLC- LEASE PAYMENT	$1,139.08
131547	01/13/2020	MENARDS	$72.84
131548	01/13/2020	METROPOLITAN COUNCIL	$181,986.26
131549	01/13/2020	MID-NORTHERN SERVICES	$535.90
131550	01/13/2020	MN BENEFIT ASSOCIATION	$1,081.15
131551	01/13/2020	MN NCPERS LIFE INSURANCE	$208.00
131552	01/13/2020	MN TEAMSTERS LOCAL #320	$1,224.00
131553	01/13/2020	NORTHDALE CONSTRUCTION COMPANY INC	$315,044.39
131554	01/13/2020	REPUBLIC SERVICES	$641.51
131555	01/13/2020	SAND CREEK GROUP LTD	$2,239.90
131556	01/13/2020	SFDMG, LLC	$10,358.05
131557	01/13/2020	SOUTH METRO FIRE DEPT	$174,816.85
131558	01/13/2020	ST PAUL PIONEER PRESS	$198.23
131559	01/13/2020	SUMMIT FIRE PROTECTION	$2,650.00
131560	01/13/2020	SUN LIFE FINANCIAL	$2,724.50
131561	01/13/2020	TENVOORDE FORD INC	$65,649.12
131562	01/13/2020	UNITED FARMERS COOPERATIVE	$4,834.55
131563	01/13/2020	WORLD FUEL SERVICES, INC	$3,871.20
131564	01/13/2020	WSB & ASSOCIATES	$2,087.50
131565	01/13/2020	YELLOWBLUE LED	$12,803.06
131566	01/13/2020	ZACK'S INC	$330.68
Type Check Totals:			$1,128,851.96

EFT

687	12/30/2019	FURTHER	$250.28
688	12/30/2019	FURTHER	$219.20
689	12/30/2019	HIGHER STANDARDS INC	$1,993.14
690	12/23/2019	FURTHER	$5,700.00
691	12/23/2019	I C M A	$150.00
692	12/23/2019	I C M A RETIREMENT TRUST - ROTH	$300.00
693	12/23/2019	I C M A RETIREMENT TRUST-457	$5,968.07
694	12/23/2019	IRS - PR TAXES	$51,898.33
695	12/23/2019	MII LIFE --- VEBA	$2,687.92

Payment Register

From Payment Date: 12/10/2019 - To Payment Date: 1/13/2020

696	12/23/2019	MSRS - 457	$2,693.21
697	12/23/2019	MSRS HCSP	$3,523.27
698	12/23/2019	PUBLIC EMPLOYEES RETIRMNT ASSN	$53,184.46
699	12/23/2019	PUBLIC EMPLOYEES RETIRMNT ASSN	$203.08
700	12/23/2019	MN STATE TREASURER	$3,062.00
701	12/31/2019	DCA TITLE-HASTINGS	$357,281.27
702	12/31/2019	BLUECROSS BLUESHIELD	$118,561.57
703	12/31/2019	FURTHER	$5,772.25
704	12/31/2019	MN DEPT OF REVENUE - PR TAXES	$10,458.59
705	12/31/2019	OLD NATIONAL BANK	$315.43
706	01/08/2020	I C M A	$150.00
707	01/08/2020	I C M A RETIREMENT TRUST - ROTH	$300.00
708	01/08/2020	MSRS - 457	$2,766.37
709	01/08/2020	MSRS HCSP	$6,627.01
710	01/08/2020	PUBLIC EMPLOYEES RETIRMNT ASSN	$55,100.28
711	01/08/2020	FURTHER	$46,000.00
712	01/08/2020	I C M A RETIREMENT TRUST-457	$8,218.34
713	01/08/2020	IRS - PR TAXES	$52,852.57
714	01/08/2020	MII LIFE --- VEBA	$3,479.02
715	01/08/2020	MN DEPT OF REVENUE - PR TAXES	$10,567.72
716	01/08/2020	FURTHER	$16.19
717	12/31/2019	US BANK CARDMEMBER SERVICES	$15,000.00
Type EFT Totals:			$825,299.57

TOTAL CHECKS & EFTS $1,954,151.53

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Char Stark, Finance Director**

Date: **January 13, 2020**

2020 Fees

BACKGROUND INFORMATION:

On August 28, 2019 at a regular City Council meeting, the 2020 fee schedule was adopted by Council. The Community Development (CD) –Building and Inspections department have a few amendments to the 2020 fee schedule.

Solar panel inspections-missed on previous fee schedules

Mechanical permits-these were changed to match the plumbing permits.

FISCAL IMPACT:

		Amount
Fund:	**101**	
Department:	**30000**	
Account:	**Various**	

STAFF RECOMMENDATION:

Adopt the 2020 Amendments to the 2020 Fee Schedule

Attachment:

Amendments to the 2020 Fee Schedule

West St. Paul-2020 Fees

Fee Description	2020 Adopted Fees	2020 Proposed Fees	change	Background NEW *	Background RENEWAL
Solar PV System Permit					
0 watts to and including 5,000 watts		90.00			
5,001 watts to and including 10,000 watts		150.00			
10,001 watts to and including 20,000 watts		225.00			
20,001 watts to and including 30,000		300.00			
30,001 watts to and including 40,000 watts		375.00			
40,001 watts to and including 1,000,000. $25.00 for each additional 10,000 watts over 40,000 watts		375.00			
1,000,001 watts to 5,000,000 watts and $15.00 for each additional 10,000 watts over 1,000,000 watts		3,975.00			
5,000,001 watts and larger and $10.00 for each additional 10,000 watts over 5,000,001 watts		12,975.00			
Residential					
New Single Family Dwelling HVAC Systems	200.00	200.00	-		
Furnace	50.00	10.00	(40.00)		
Air Conditioner	50.00	10.00	(40.00)		
Boiler	50.00	10.00	(40.00)		
In Floor Heat	50.00	10.00	(40.00)		
Air Exchanger	50.00	10.00	(40.00)		
Fireplace	50.00	10.00	(40.00)		
Garage Heater / Unit Heater	50.00	10.00	(40.00)		
Exhaust Fans	50.00	10.00	(40.00)		
Radon System	50.00	10.00	(40.00)		
Heat Pump	50.00	10.00	(40.00)		
Duct Work Only / Duct Extension	50.00	10.00	(40.00)		
Energy Recovery Ventilator	50.00	10.00	(40.00)		
Gas Appliance	50.00	10.00	(40.00)		
Miscellaneous / Other	50.00	10.00	(40.00)		
Gas Piping	25.00	40.00	15.00		

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Debra Gieseke, Human Resources Director**

Date: **January 13, 2020**

2020-2021 General Services Pay Plan Amendment

BACKGROUND INFORMATION:

The updated General Services Salary and Hourly Pay Plans include the 2021 COLA adjustments based on the agreed to 2.75% increase.

In addition to the above, we are recommending the amendment of the following positions:

1. Assistant CDD/City Planner role. Proposed Title: City Planner. This position will continue to focus on the planning aspect of the role with the removal of the Economic Development aspects. These tasks will be absorbed by the Community and Economic Development Director. The proposed salary range is included in the Salary Pay Plan to reflect this change.

2. Community Development Coordinator role. Proposed Title: Administrative Specialist. This position will support the department's administrative needs as well as perform the Recorder duties during ED meetings and report to the City Planner. The salary range is included in the General Services Hourly Pay Plan.

3. Rental & Code Inspector. Changed to Housing & Code Inspector. Title change only.

The following are proposed deletions to the current positions available:

- Community Development Coordinator II
- Building Permit Clerk
- Civil Engineer
- Code Enforcement Officer
- Accounting Technician

FISCAL IMPACT: This will have a positive impact on the 2020 budget.

STAFF RECOMMENDATION:

We recommend the approval of the amended jobs and the attached General Services Salary and Hourly Pay Plans.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION AMENDING THE GENERAL SERVICE HOURLY EMPLOYEE PAY PLAN

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

Effective January 13, 2020, the 2021 rates for the General Services Hourly Pay Plan are inserted with an effective date of January 1, 2021:

Biweekly	1/1/2020 Minimum	1/1/2020 Maximum	1/1/2021 Minimum	1/1/2021 Maximum
Accountant	$ 31.34	$ 36.48	$32.20	$37.48
Accounting Clerk	$ 23.98	$ 29.97	$24.64	$30.79
Administrative Specialist	$ 23.15	$ 29.22	$23.79	$30.02
Building Inspector	$ 31.02	$ 38.82	$31.88	$39.89
Building Maintenance Technician	$ 24.90	$ 31.13	$25.59	$31.99
Building Permit Technician	$ 23.75	$ 29.30	$24.40	$30.10
City Clerk	$ 32.47	$ 40.60	$33.36	$41.71
Community Service Officer	$ 19.70	$ 24.78	$20.24	$25.46
Crime Prevention Specialist	$ 25.98	$ 34.86	$26.70	$35.82
Engineering Technician II	$ 27.51	$ 35.37	$28.27	$36.34
Engineering Technician III	$ 30.26	$ 38.91	$31.10	$39.98
Executive Assistant	$ 25.40	$ 33.28	$26.10	$34.20
Housing & Code Inspector	$ 27.17	$ 34.57	$27.92	$35.52
Human Resource Generalist	$ 28.20	$ 34.43	$28.98	$35.38
I & I Inspector	$ 27.17	$ 34.57	$27.92	$35.52
Ice Arena Assistant	$ 15.22	$ 19.50	$15.64	$20.03
Ice Arena/Pool Maintenance Supervisor	$ 25.23	$ 32.92	$25.93	$33.83
IT Analyst I	$ 25.14	$ 31.43	$25.83	$32.29
IT Analyst II	$ 31.43	$ 39.29	$32.30	$40.37
Lead Secretary/Licensing Specialist	$ 24.23	$ 30.23	$24.90	$31.07
Office Assistant	$ 19.21	$ 24.12	$19.74	$24.78
Receptionist/Office Assistant	$ 19.21	$ 24.12	$19.74	$24.78
Recreation Programmer	$ 24.79	$ 32.49	$25.47	$33.38
Recycling Coordinator	$ 17.40	$ 21.75	$17.88	$22.35
Volunteer Engagement Manager	$ 21.75	$ 27.19	$22.35	$27.93

The City Manager may hire employees at any rate between the minimum and maximum pay stated for the job classification based on relevant factors. The City Manager will determine the pay for each employee based on the employee's performance in the job and based on other job relevant factors.

Upon successful completion of the one-year probationary period, an employee is eligible for up to a 5% pay increase. The employee is eligible for up to a 5% wage step once per year on their anniversary date until they reach the maximum pay for their job class. Employees who are promoted from one City position to another will normally receive a pay increase at the time of promotion and will be eligible for future increases at one-year intervals until they reach the maximum pay for their job class. Step increases are contingent upon a successful performance review and the recommendation of the employee's supervisor, department head and approval by the City Manager.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 13th day of January 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION AMENDING THE GENERAL SERVICE SALARIED EMPLOYEE PAY PLAN

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

Effective January 13, 2020, the 2021 ranges for the General Services Salaried Pay Plan are inserted with an effective date of January 1, 2021:

Biweekly	**1/1/2020**		**1/1/2021**	
Position:	**Minimum**	**Maximum**	**Minimum**	**Maximum**
Assistant Park and PW Superintendent	$2,857.76	$3,510.22	$2,936.35	$3,606.75
Assistant Park and Recreation Director	$3,165.20	$3,970.42	$3,252.24	$4,079.61
Building Official	$3,305.78	$4,094.82	$3,396.69	$4,207.43
City Manager	$5,480.64	$6,197.48	$5,631.36	$6,367.91
City Planner	$2,939.89	$3,779.54	$3,020.74	$3,883.48
Community Development Director	$4,088.73	$4,881.90	$4,201.17	$5,016.15
Finance Director	$4,262.72	$5,117.01	$4,379.94	$5,257.73
Human Resources Director	$4,195.51	$4,875.70	$4,310.89	$5,009.78
Information Technology Manager	$3,459.07	$4,300.04	$3,554.19	$4,418.29
Marketing and Communications Manager	$2,797.12	$3,435.41	$2,874.04	$3,529.88
Parks and Public Works Director	$4,262.72	$5,150.06	$4,379.94	$5,291.69
Parks and Public Works Superintendent	$3,566.56	$4,145.28	$3,664.64	$4,259.28
Police Chief	$4,523.70	$5,210.09	$4,648.10	$5,353.37
Police Lieutenant	$4,088.73	$4,596.49	$4,201.17	$4,722.89
Project Engineer	$2,875.16	$3,632.01	$2,954.23	$3,731.89

The City Manager may hire employees at any rate between the minimum and maximum pay stated for the job classification, based on relevant factors. The City Manager will determine the pay for each employee, based on the employee's performance in the job and based on other job relevant factors.

Upon successful completion of the one-year probationary period, an employee is eligible for up to 5% pay increase. The employee is eligible for up to 5% wage step once per year on their anniversary date until they reach the maximum pay for their job class. Employees who are promoted from one City position to another will normally receive a pay increase at the time of promotion and will be eligible for future increases at one-year intervals until they reach the

maximum pay for their job class. Step increases are contingent upon a successful performance review and the recommendation of the employee's supervisor, department head and approval by the City Manager.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 13th day of January 2020.

Attest:

David J. Napier, Mayor	Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Charlene Stark, Finance Director**

Date: **January 13, 2020**

Financial Information-November

BACKGROUND INFORMATION:

Attached for Council review the November financial reports:

Bank statement reconciliation
Investment statement
General Fund-Budget to Actual report

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Accept the November financial reports as presented.

CITY OF WEST ST. PAUL
BANK RECONCILIATION
November 30, 2019

Old National BANK BALANCE:			
Ending Balance - Checking Account	**1,433,687.55**		
Deposits in Transit	2,658.00		
Outstanding Disbursements & Checks	(1,313,828.75)		
Petty Cash	1,900.00		
RECONCILED BALANCE	**124,416.80**	**BANK & TREASURER**	**BANK & ACCOUNT**
		0.00	**0.00**
			0.00
CITY TREASURER'S BALANCE:			
Previous Month's **Reconciled** Balance	**329,219.64**		
Daily Receipts Posted	1,697,584.45		
Disbursement Checks Issued	(2,367,169.34)		
Payroll Direct Deposits	(334,103.69)		
Cash Journal Entries (net)	798,763.98		
Rev Prior Month adjustments	121.76		
RECONCILED BALANCE	**124,416.80**		
CASH ACCOUNT BALANCE:	**124,416.80**		
Adjustments:	-		
RECONCILED BALANCE	**124,416.80**		

UBS

UBS Financial Services Inc.
681 Lake Street E.
Suite 354
Wayzata MN 55391-1758

CNQ7003318049 1119 RP 0

Business Services Account

November 2019

CITY OF WEST SAINT PAUL
CUSTODY ACCOUNT
ATTN: CHARLENE STARK
1616 HUMBOLDT AVE
WEST SAINT PAUL MN 55118-3905

Account name: CITY OF WEST SAINT PAUL CUSTODY ACCOUNT

Friendly account name: Custody Acct

Account number: RP 34592 SH

Your Financial Advisor:
HARNETT/SORLEY
Phone: 952-475-9440/800-627-2463

Questions about your statement?
Call your Financial Advisor or the ResourceLine at 800-762-1000, account 712034592.

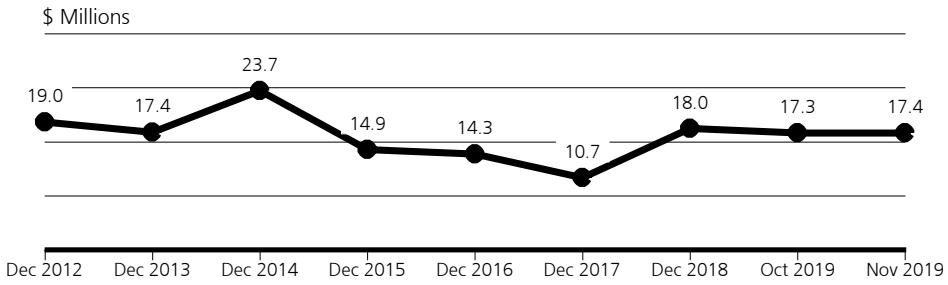
Visit our website:
www.ubs.com/financialservices

Value of your account

	on October 31 ($)	on November 29 ($)
Your assets	17,332,790.43	17,351,655.51
Your liabilities	0.00	0.00
Value of your account	**$17,332,790.43**	**$17,351,655.51**
Accrued interest in value above	$90,997.71	$60,257.22

As a service to you, your portfolio value of $17,351,655.51 includes accrued interest.

Tracking the value of your account



Sources of your account growth during 2019

Value of your account at year end 2018	$18,011,968.31
Net deposits and withdrawals	-$1,427,702.30
Your investment return:	
Dividend and interest income	$344,359.07
Change in value of accrued interest	$11,329.92
Change in market value	$411,700.51
Value of your account on Nov 29, 2019	**$17,351,655.51**

Your account balance sheet

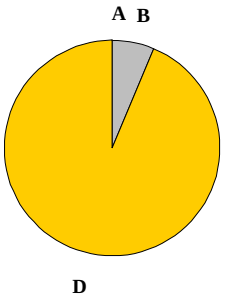
The value of your account includes assets held at UBS and certain assets held away from UBS. See page 1 for more information.

Summary of your assets

		Value on November 29 ($)	Percentage of your account
A	Cash and money balances	2,777.98	0.02%
B	Cash alternatives	1,097,314.81	6.32%
C	Equities	0.00	0.00%
D	Fixed income	16,251,562.72	93.66%
E	Non-traditional	0.00	0.00%
F	Commodities	0.00	0.00%
G	Other	0.00	0.00%
Total assets		**$17,351,655.51**	**100.00%**

Value of your account **$17,351,655.51**

Your current asset allocation



- *Cash and money balances* may include available cash balances, UBS Bank USA deposit account, UBS FDIC Insured Deposit Program Bank accounts, UBS AG Stamford Branch deposit account balances and money market mutual fund sweep balances. See the *Important information about your statement* on the last two pages of this statement for details about those balances.

Eye on the markets

Index	Percentage change November 2019	Percentage change Year to date
S&P 500	3.63%	27.63%
Russell 3000	3.80%	27.34%
MSCI - Europe, Australia & Far East	1.14%	18.78%
Barclays Capital U.S. Aggregate Bond Index	-0.05%	8.79%

Interest rates on November 29, 2019

3-month Treasury bills: 1.54%

One-month LIBOR: 1.70%

Change in the value of your account

	November 2019 ($)	Year to date ($)
Opening account value	**$17,332,790.43**	**$18,011,968.31**
Deposits, including investments transferred in	0.00	6,500,000.00
Withdrawals and fees, including investments transferred out	0.00	-7,927,702.30
Dividend and interest income	60,189.51	344,359.07
Change in value of accrued interest	-30,740.49	11,329.92
Change in market value	-10,583.94	411,700.51
Closing account value	**$17,351,655.51**	**$17,351,655.51**

Dividend and interest income earned

For purposes of this statement, taxability of interest and dividend income has been determined from a US tax reporting perspective. Based upon the residence of the account holder, account type, or product type, some interest and/or dividend payments may not be subject to United States (US) and/or Puerto Rico (PR) income taxes. The client monthly statement is not intended to be used and cannot be relied upon for tax purposes. Clients should refer to the applicable tax reporting forms they receive from UBS annually, such as the Forms 1099 and the Forms 480, for tax reporting information. It is the practice of UBS to file the applicable tax reporting forms with the US Internal Revenue Service and PR Treasury Department, and in such forms accurately classify dividends and/or interest as tax exempt or taxable income. Please consult your individual tax preparer.

	November 2019 ($)	Year to date ($)
Taxable dividends	406.70	34,843.10
Taxable interest	61,295.99	320,637.63
Taxable accrued interest paid	-3,177.84	-13,441.59
Taxable accrued interest received	1,664.66	1,723.84
Total current year	**$60,189.51**	**$343,762.98**
Prior year adjustment	0.00	596.09
Total dividend & interest	**$60,189.51**	**$344,359.07**

Summary of gains and losses

Values reported below exclude products for which gains and losses are not classified.

	Realized gains and losses		Unrealized
	November 2019 ($)	Year to date ($)	gains and losses ($)
Short term	-7,292.78	10,395.83	20,531.64
Long term	0.00	-4,800.00	196,382.30
Total	**-$7,292.78**	**$5,595.83**	**$216,913.94**

Cash activity summary

See *Account activity this month* for details. Balances in your Sweep Options are included in the opening and closing balances value. FDIC insurance applies to deposits at UBS Bank USA and all banks participating in the UBS FDIC Insured Deposit Program. It does not apply to deposits at UBS AG, Stamford Branch. SIPC protection applies to money market sweep fund holdings but not bank deposits. See *Important information about your statement* on the last two pages of this document for details.

	November 2019 ($)	Year to date ($)
Opening balances	**$0.00**	**$18,924.11**
Additions		
Deposits and other funds credited	0.00	6,500,000.00
Dividend and interest income	60,189.51	344,359.07
Proceeds from investment transactions	1,494,358.67	18,490,729.03
Total additions	**$1,554,548.18**	**$25,335,088.10**
Subtractions		
Other funds debited	0.00	-7,927,702.30
Funds withdrawn for investments bought	-1,551,770.20	-17,423,531.93
Total subtractions	**-$1,551,770.20**	**-$25,351,234.23**
Net cash flow	**$2,777.98**	**-$16,146.13**
Closing balances	**$2,777.98**	**$2,777.98**

Loan summary

Year to date late payment interest	-$366.06

UBS Bank USA Deposit Account APY

Interest period Oct 7 - Nov 6

Opening UBS Bank USA Deposit balance Oct 7	$4.39
Closing UBS Bank USA Deposit balance Nov 6	$0.00
Number of days in interest period	31
Average daily balance	$2,809.61
Interest earned	$0.24
Annual percentage yield earned	0.10%

Your investment objectives:

You have identified the following investment objectives for this account. If you have questions about these objectives, disagree with them, or wish to change them, please contact your Financial Advisor or Branch Manager. You can find a full description of the alternative investment objectives in *Important information about your statement* at the end of this document.

Your return objective:
Current income
Your risk profile:
Primary - Conservative
Investment eligibility consideration - None selected

Your account instructions

- Your account cost basis default closing method is FIFO, First In, First Out.

Your assets

Some prices, income and current values shown may be approximate. As a result, gains and losses may not be accurately reflected. See *Important information about your statement* at the end of this document for more information.

Cash

Cash and money balances

Cash and money balances may include available cash balances, UBS Bank USA deposit account balances, UBS FDIC Insured Program Bank Balances, UBS AG Stamford Branch deposit account balances and money market mutual fund sweep balances.

See the *Important information about your statement* at the end of this document for details about those balances.

UBS Bank USA and all UBS FDIC Insured Program Bank deposit account balances are insured by the FDIC within applicable limits, but are not protected by SIPC. UBS AG Stamford Branch deposit account balances are not insured by FDIC and are not protected by SIPC. Money market sweep balances are protected by SIPC but are not insured by the FDIC.

Holding	Opening balance on Nov 1 ($)	Closing balance on Nov 29 ($)	Price per share on Nov 29 ($)	Average rate	Dividend/Interest period	Days in period	Cap amount ($)
Cash	-11,961.80	0.00					
UBS BANK USA DEP ACCT	11,961.80	2,777.98					250,000.00
Total	**$0.00**	**$2,777.98**					

Cash alternatives

Money market instruments

Holding	Trade date	Quantity	Purchase price ($)	Cost basis ($)	Price on Nov 29 ($)	Value on Nov 29 ($)	Unrealized gain or loss ($)	Holding period
KOREA DEVELOPMENT BK NY MATURES 01/27/20	Sep 23, 19	1,000,000.000	99.258	992,580.00	99.723	997,230.00	4,650.00	ST

Your assets ‣ **Cash alternatives** (continued)

Money market funds

Money market funds are neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Institutional prime and institutional municipal funds must float their net asset values (NAV) per share to the nearest 1/100th of a cent (e.g., $1.0000). Government and retail money market funds will continue to transact at a stable $1.00 net asset value. Although money market funds seek to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in these funds.

Total reinvested is the total of all reinvested dividends. It does not include any cash dividends. It is not a tax lot for the purposes of determining holding periods or cost basis. The shares you receive each time you reinvest dividends become a separate tax lot.

Cost basis is the total purchase cost of the security, including reinvested dividends. The cost basis may need to be adjusted for return of capital payments in order to determine the adjusted cost basis for tax reporting purposes.

Unrealized (tax) gain or loss is the difference between the current value and the cost basis and would generally be your taxable gain or loss if the security was sold on this date. The unrealized (tax) gain or loss may need to be adjusted for return of capital payments in order to determine the realized gain or loss for tax reporting purposes.

Investment return is the current value minus the amount you invested. It does not include shares that are not reflected on your statement, including shares that have been realized as either a gain or a loss. It also does not include cash dividends that were not reinvested.

Holding	Number of shares	Purchase price/ Average price per share ($)	Client investment ($)	Cost basis ($)	Price per share on Nov 29 ($)	Value on Nov 29 ($)	Unrealized gain or loss ($)	Investment return ($)	Holding period
UBS SELECT PRIME INSTITUTIONAL FUND	100,064.806				1.0002	100,084.81			
EAI: $1,731 Current yield: 1.73%									

Fixed income

Certificates of deposit and share certificates

Cost basis has been adjusted for accreted original issue discount (OID) on long-term (more than 1 year) CDs and share certificates. Cost basis has been adjusted automatically for amortization of premium using the constant yield method on long-term (more than 1 year) CDs and share certificates.

CDs are FDIC insured up to $250,000 in principal and accrued interest per depositor and per depository institution, in accordance with FDIC rules. Share certificates are NCUA insured up to $250,000 in principal and accrued interest per qualifying account and per credit union, in accordance with NCUA rules.

Holding	Trade date	Total face value at maturity ($)	Purchase price ($)	Adjusted cost basis ($)	Price on Nov 29 ($)	Value on Nov 29 ($)	Unrealized gain or loss ($)	Holding period
NEW YORK CMNTY BK NY US RATE 01.9000% MAT 01/21/2020 FIXED RATE CD ACCRUED INTEREST $918.23 CUSIP 649447SW0 EAI: $1,594 Current yield: 1.90%		245,000.000	---This information was unavailable---		100.049	245,120.05		
FIRST US BANK AL US RATE 01.8500% MAT 01/27/2020 FIXED RATE CD ACCRUED INTEREST $24.84 CUSIP 33744AAM1 EAI: $1,142 Current yield: 1.85%		245,000.000	---This information was unavailable---		100.046	245,112.70		

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Your assets › **Fixed income** › **Certificates of deposit and share certificates** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price ($)	Adjusted cost basis ($)	Price on Nov 29 ($)	Value on Nov 29 ($)	Unrealized gain or loss ($)	Holding period
SANTANDER BK NA DE US RATE 01.8000% MAT 03/18/2020 FIXED RATE CD ACCRUED INTEREST $869.92 CUSIP 80280JSR3 EAI: $2,199 Current yield: 1.80%		245,000.000	---This information was unavailable---		100.060	245,147.00		
NEEDHAM CO-OPERATI MA US RATE 01.8500% MAT 03/26/2020 FIXED RATE CD ACCRUED INTEREST $794.73 CUSIP 63983RBH1 EAI: $2,260 Current yield: 1.85%		245,000.000	---This information was unavailable---		100.081	245,198.45		
WEBBANK UT US RATE 01.8500% MAT 06/29/2020 FIXED RATE CD CALLABLE 12/28/2019 @ 100.0000 ACCRUED INTEREST $12.42 CUSIP 947547JP1 EAI: $2,644 Current yield: 1.85%	Jun 19, 17	245,000.000	100.000	245,000.00	100.022	245,053.90	53.90	LT
FLAGSTAR BK FSB MI US RATE 01.7500% MAT 07/21/2020 FIXED RATE CD ACCRUED INTEREST $1,538.79 CUSIP 33847EY76 EAI: $4,288 Current yield: 1.75%	Jul 11, 17	245,000.000	100.000	245,000.00	100.099	245,242.55	242.55	LT
WORLD'S FOREMOST B NE US RATE 02.3000% MAT 08/06/2020 FIXED RATE JUMBO CD ACCRUED INTEREST $289.86 CUSIP 9159919E5 EAI: $3,450 Current yield: 2.30%	Jul 28, 15	200,000.000	100.000	200,000.00	100.192	200,384.00	384.00	LT

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Your assets › **Fixed income** › **Certificates of deposit and share certificates** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price ($)	Adjusted cost basis ($)	Price on Nov 29 ($)	Value on Nov 29 ($)	Unrealized gain or loss ($)	Holding period
CAPITAL ONE NA VA US RATE 02.0500% MAT 12/29/2020 FIXED RATE CD ACCRUED INTEREST $2,105.33 CUSIP 14042RFE6 EAI: $5,023 Current yield: 2.04%	Dec 22, 16	245,000.000	100.000	245,000.00	100.493	246,207.85	1,207.85	LT
CAPITAL ONE BANK N VA US RATE 02.0500% MAT 12/29/2020 FIXED RATE CD ACCRUED INTEREST $2,105.33 CUSIP 140420S43 EAI: $5,023 Current yield: 2.04%	Dec 22, 16	245,000.000	100.000	245,000.00	100.493	246,207.85	1,207.85	LT
TBK BANK, SSB TX US RATE 02.1000% MAT 09/29/2021 FIXED RATE CD CALLABLE 12/29/2019 @ 100.0000 ACCRUED INTEREST $859.85 CUSIP 87219RBN3 EAI: $5,145 Current yield: 2.10%	Sep 29, 17	245,000.000	100.000	245,000.00	100.038	245,093.10	93.10	LT
SYNCHRONY BK UT US RATE 02.1000% MAT 12/09/2021 FIXED RATE CD ACCRUED INTEREST $2,438.58 CUSIP 87164XPB6 EAI: $5,145 Current yield: 2.08%	Dec 06, 16	245,000.000	100.000	245,000.00	100.801	246,962.45	1,962.45	LT
SALLIE MAE BK UT US RATE 02.3500% MAT 03/22/2022 FIXED RATE CD ACCRUED INTEREST $1,050.74 CUSIP 795450ZW8 EAI: $5,640 Current yield: 2.32%	Mar 15, 17	240,000.000	100.000	240,000.00	101.396	243,350.40	3,350.40	LT
PRIVATEBANK & TR IL US RATE 02.0000% MAT 05/05/2022 FIXED RATE CD ACCRUED INTEREST $322.19 CUSIP 74267GVX2 EAI: $4,900 Current yield: 1.99%	Dec 10, 18	245,000.000	96.000	235,200.00	100.601	246,472.45	11,272.45	ST

continued next page

Your assets › **Fixed income** › **Certificates of deposit and share certificates** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price ($)	Adjusted cost basis ($)	Price on Nov 29 ($)	Value on Nov 29 ($)	Unrealized gain or loss ($)	Holding period
COMENITY BANK DE US RATE 02.4000% MAT 06/21/2022 FIXED RATE JUMBO CD ACCRUED INTEREST $341.92 CUSIP 981996RH6 EAI: $4,800 Current yield: 2.39%	Jun 16, 17	200,000.000	100.000	200,000.00	100.485	200,970.00	970.00	LT
NATIONAL BK WI US RATE 02.1500% MAT 06/27/2022 FIXED RATE CD CALLABLE 12/27/2019 @ 100.0000 ACCRUED INTEREST $28.86 CUSIP 633368EK7 EAI: $5,268 Current yield: 2.15%	Jun 21, 17	245,000.000	100.000	245,000.00	100.045	245,110.25	110.25	LT
BARCLAYS BK DE US RATE 02.2000% MAT 07/19/2022 FIXED RATE CD ACCRUED INTEREST $1,964.01 CUSIP 06740KKJ5 EAI: $5,390 Current yield: 2.18%	Jul 11, 17	245,000.000	100.000	245,000.00	101.096	247,685.20	2,685.20	LT
ALLY BK SANDY UT US RATE 01.8500% MAT 08/29/2022 FIXED RATE CD ACCRUED INTEREST $1,142.43 CUSIP 02007GLJ0 EAI: $4,533 Current yield: 1.85%	Aug 27, 19	245,000.000	100.000	245,000.00	100.167	245,409.15	409.15	ST
BMW BK OF NA NA UT US RATE 01.8000% MAT 11/22/2022 FIXED RATE CD ACCRUED INTEREST $84.57 CUSIP 05580ATC8 EAI: $4,410 Current yield: 1.80%	Nov 19, 19	245,000.000	100.000	245,000.00	99.952	244,882.40	-117.60	ST

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Your assets › **Fixed income** › **Certificates of deposit and share certificates** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price ($)	Adjusted cost basis ($)	Price on Nov 29 ($)	Value on Nov 29 ($)	Unrealized gain or loss ($)	Holding period
MERCANTIL COMM BAN NJ US RATE 02.3000% MAT 12/16/2022 FIXED RATE CD ACCRUED INTEREST $2,562.77 CUSIP 58733ADQ9 EAI: $5,635 Current yield: 2.27%	Dec 06, 16	245,000.000	100.000	245,000.00	101.422	248,483.90	3,483.90	LT
MEDALLION BK UT US RATE 03.3000% MAT 12/19/2022 FIXED RATE CD ACCRUED INTEREST $243.65 CUSIP 58404DCZ2 EAI: $8,085 Current yield: 3.16%	Dec 04, 18	245,000.000	100.000	245,000.00	104.402	255,784.90	10,784.90	ST
MERRICK BK UT US RATE 03.4000% MAT 01/20/2023 FIXED RATE CD ACCRUED INTEREST $205.40 CUSIP 59013J4X4 EAI: $8,330 Current yield: 3.24%	Nov 15, 18	245,000.000	100.000	245,000.00	104.833	256,840.85	11,840.85	LT
DISCOVER BANK DE US RATE 03.3000% MAT 10/03/2023 FIXED RATE CD ACCRUED INTEREST $1,262.58 CUSIP 254673UL8 EAI: $8,085 Current yield: 3.13%	Sep 25, 18	245,000.000	100.000	245,000.00	105.542	258,577.90	13,577.90	LT
GOLDMAN SACHS BANK NY US RATE 03.5500% MAT 11/21/2023 FIXED RATE CD ACCRUED INTEREST $190.63 CUSIP 38148P2H9 EAI: $8,698 Current yield: 3.33%	Nov 15, 18	245,000.000	100.000	245,000.00	106.696	261,405.20	16,405.20	LT
CITIBANK, NA DE US RATE 03.5500% MAT 11/24/2023 FIXED RATE CD ACCRUED INTEREST $142.98 CUSIP 17312QW47 EAI: $8,698 Current yield: 3.33%	Nov 15, 18	245,000.000	100.000	245,000.00	106.710	261,439.50	16,439.50	LT

continued next page

Your assets › **Fixed income** › **Certificates of deposit and share certificates** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price ($)	Adjusted cost basis ($)	Price on Nov 29 ($)	Value on Nov 29 ($)	Unrealized gain or loss ($)	Holding period
MORGAN STANLEY PRV NY US RATE 03.5500% MAT 11/24/2023 FIXED RATE CD ACCRUED INTEREST $142.98 CUSIP 61760ASL4 EAI: $8,698 Current yield: 3.33%	Nov 15, 18	245,000.000	100.000	245,000.00	106.710	261,439.50	16,439.50	LT
MORGAN STANLEY BK UT US RATE 03.5500% MAT 11/24/2023 FIXED RATE CD ACCRUED INTEREST $142.98 CUSIP 61690UBN9 EAI: $8,698 Current yield: 3.33%	Nov 15, 18	245,000.000	100.000	245,000.00	106.710	261,439.50	16,439.50	LT
AMER EXPRESS NATL UT US RATE 03.5500% MAT 12/04/2023 FIXED RATE CD ACCRUED INTEREST $4,241.51 CUSIP 02589AA28 EAI: $8,698 Current yield: 3.33%	Nov 26, 18	245,000.000	100.000	245,000.00	106.738	261,508.10	16,508.10	LT
WELLS FARGO BK NA SD US RATE 03.5500% MAT 12/14/2023 FIXED RATE CD ACCRUED INTEREST $357.43 CUSIP 949763VU7 EAI: $8,698 Current yield: 3.35%	Dec 04, 18	245,000.000	100.000	245,000.00	105.828	259,278.60	14,278.60	ST
CELTIC BK UT US RATE 03.5500% MAT 12/27/2023 FIXED RATE CD CALLABLE 12/27/2019 @ 100.0000 ACCRUED INTEREST $47.65 CUSIP 15118RQL4 EAI: $8,698 Current yield: 3.54%	Dec 04, 18	245,000.000	100.000	245,000.00	100.151	245,369.95	369.95	ST

continued next page

Your assets ‣ **Fixed income** ‣ **Certificates of deposit and share certificates** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price ($)	Adjusted cost basis ($)	Price on Nov 29 ($)	Value on Nov 29 ($)	Unrealized gain or loss ($)	Holding period
WEST TOWN B&T IL US RATE 03.5000% MAT 06/14/2024 FIXED RATE CD CALLABLE 12/14/2019 @ 100.0000 ACCRUED INTEREST $352.40 CUSIP 956310AN6 EAI: $8,575 Current yield: 3.50%	Dec 04, 18	245,000.000	100.000	245,000.00	100.079	245,193.55	193.55	ST
JPMORGAN CHASE BK OH US RATE 02.5500% MAT 06/28/2024 FIXED RATE CD CALLABLE 06/28/2020 @ 100.0000 ACCRUED INTEREST $2,635.93 CUSIP 48128HG77 EAI: $6,248 Current yield: 2.54%	Jun 17, 19	245,000.000	100.000	245,000.00	100.531	246,300.95	1,300.95	ST
SILVERGATE BANK CA US RATE 02.3000% MAT 07/31/2024 FIXED RATE CD CALLABLE 11/30/2019 @ 100.0000 ACCRUED INTEREST $447.71 CUSIP 828373GX2 EAI: $5,635 Current yield: 2.30%	Jul 03, 19	245,000.000	100.000	245,000.00	100.061	245,149.45	149.45	ST
FIRST NATL BK TX US RATE 01.9500% MAT 08/29/2024 FIXED RATE CD CUSIP 32112UDB4 EAI: $4,778 Current yield: 1.95%	Aug 21, 19	245,000.000	100.000	245,000.00	100.031	245,075.95	75.95	ST
JONESBORO ST BK LA US RATE 02.0500% MAT 09/16/2024 FIXED RATE CD CALLABLE 12/16/2019 @ 100.0000 ACCRUED INTEREST $178.87 CUSIP 48040PFB6 EAI: $5,023 Current yield: 2.05%	Aug 29, 19	245,000.000	100.000	245,000.00	100.023	245,056.35	56.35	ST

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Your assets › **Fixed income** › **Certificates of deposit and share certificates** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price ($)	Adjusted cost basis ($)	Price on Nov 29 ($)	Value on Nov 29 ($)	Unrealized gain or loss ($)	Holding period
WYOMING BK & TR WY US RATE 01.9000% MAT 09/18/2024 FIXED RATE CD CALLABLE 12/18/2019 @ 100.0000 ACCRUED INTEREST $140.28 CUSIP 98321PAF7 EAI: $4,655 Current yield: 1.90%	Aug 28, 19	245,000.000	100.000	245,000.00	99.872	244,686.40	-313.60	ST
HSBC BANK USA NA VA US RATE 02.0000% MAT 09/23/2024 FIXED RATE CD CALLABLE 09/23/2020 @ 100.0000 ACCRUED INTEREST $899.44 CUSIP 44329MAX1 EAI: $4,900 Current yield: 1.99%	Sep 16, 19	245,000.000	100.000	245,000.00	100.318	245,779.10	779.10	ST
ENERBANK UT US RATE 02.0000% MAT 09/27/2024 FIXED RATE CD ACCRUED INTEREST $26.85 CUSIP 29278TLX6 EAI: $4,900 Current yield: 1.99%	Sep 17, 19	245,000.000	100.000	245,000.00	100.307	245,752.15	752.15	ST
STATE BK INDIA NY US RATE 02.0500% MAT 11/27/2024 FIXED RATE CD ACCRUED INTEREST $27.51 CUSIP 856285RS2 EAI: $5,023 Current yield: 2.04%	Nov 12, 19	245,000.000	100.000	245,000.00	100.426	246,043.70	1,043.70	ST
FIRST UTD BK & TR NY US RATE 02.3500% MAT 08/31/2026 FIXED RATE CD CALLABLE 02/28/2020 @ 100.0000 ACCRUED INTEREST $457.43 CUSIP 33742CAP2 EAI: $5,758 Current yield: 2.35%	Aug 16, 19	245,000.000	100.000	245,000.00	100.201	245,492.45	492.45	ST
Total		**$9,460,000.000**		**$8,470,200.00**		**$9,615,707.70**	**$164,929.50**	

Total accrued interest: $31,599.58

Total estimated annual income: $219,370

Your assets ‣ **Fixed income** (continued)

Municipal securities

Prices are obtained from independent quotation bureaus that use computerized valuation formulas to calculate current values. Actual market values may vary and thus gains/losses may not be accurately reflected. Cost basis has been automatically adjusted for mandatory amortization of bond premium on coupon tax-exempt municipal securities using the constant yield method and for accreted original issue discount for securities issued at a discount. When original cost basis is displayed, amortization has been done using the constant yield method, otherwise amortization has been done using the straight line method.

Holding	Trade date	Total face value at maturity ($)	Purchase price($)	Adjusted cost basis ($)	Price on Nov 29 ($)	Value on Nov 29 ($)	Unrealized gain or loss ($)	Holding period
BERKELEY CNTY SC SCH TAX SR C BE/R/ RATE 02.350% MATURES 03/01/23 ACCRUED INTEREST $1,378.65 CUSIP 084203WV6 Moody: Aa1 S&P: AA EAI: $5,640 Current yield: 2.32% Original cost basis: $242,767.20	Oct 02, 17	240,000.000	100.708	241,699.94	101.293	243,103.20	1,403.26	LT
NEW YORK NY CITY TRANSI TAX A-2 RV BE/R/ RATE 01.850% MATURES 05/01/23 ACCRUED INTEREST $719.45 CUSIP 64971WJ43 Moody: Aa1 S&P: AAA EAI: $9,250 Current yield: 1.86%	Jun 16, 17	500,000.000	97.814	489,070.00	99.426	497,130.00	8,060.00	LT
UNIV KY GEN RCPTS RV TAX SR B OID99.123 BE/R/ RATE 02.500% MATURES 04/01/24 ACCRUED INTEREST $1,611.12 CUSIP 914378KW3 Moody: Aa2 S&P: AA EAI: $10,000 Current yield: 2.47%	Feb 23, 17	400,000.000	99.505	398,020.00	101.400	405,600.00	7,580.00	LT
LEXINGTON-FAYETTE URBAN TAX SR B BE/R/ RATE 02.500% MATURES 06/01/25 ACCRUED INTEREST $2,966.66 CUSIP 52908EM83 Moody: Aa2 S&P: AA EAI: $6,000 Current yield: 2.47% Original cost basis: $241,231.20	Sep 21, 17	240,000.000	100.377	240,905.16	101.223	242,935.20	2,030.04	LT

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Your assets ‣ **Fixed income** ‣ **Municipal securities** (continued)

Holding	Trade date	Total face value at maturity ($)	Purchase price($)	Adjusted cost basis ($)	Price on Nov 29 ($)	Value on Nov 29 ($)	Unrealized gain or loss ($)	Holding period
NEW YORK NY CITY TRANSI TAX B-2 RV BE/R/ RATE 02.400% MATURES 08/01/25 ACCRUED INTEREST $3,343.34 CUSIP 64971WP61 Moody: Aa1 S&P: AAA EAI: $10,200 Current yield: 2.40% Original cost basis: $432,097.50	Nov 04, 19	425,000.000	101.650	432,013.02	100.099	425,420.75	-6,592.27	ST
NEW YORK NY GO BDS TAX BE/R/ RATE 01.890% MATURES 10/01/25 DATED DATE 10/22/19 ACCRUED INTEREST $747.86 CUSIP 64966QEH9 Moody: Aa1 S&P: AA EAI: $7,277 Current yield: 1.93%	Nov 04, 19	385,000.000	99.260	382,151.00	97.829	376,641.65	-5,509.35	ST
WISC ST GEN FD APP 2003 TAX SR A RV BE/R/ RATE 02.383% MATURES 05/01/26 ACCRUED INTEREST $1,019.37 CUSIP 977100DC7 Moody: Aa2 S&P: AA- EAI: $13,107 Current yield: 2.37%	Aug 17, 17	550,000.000	97.600	536,800.00	100.732	554,026.00	17,226.00	LT
NEW YORK N Y TAX B-2 BE/R/ RATE 02.090% MATURES 10/01/27 DATED DATE 10/22/19 ACCRUED INTEREST $537.02 CUSIP 64966QEK2 Moody: Aa1 S&P: AA EAI: $5,225 Current yield: 2.14%	Nov 04, 19	250,000.000	98.846	247,115.00	97.532	243,830.00	-3,285.00	ST
Total		**$2,990,000.000**		**$2,967,774.12**		**$2,988,686.80**	**$20,912.68**	

Total accrued interest: $12,323.47

Total estimated annual income: $66,699

Your assets ‣ **Fixed income** (continued)

Government securities

Prices are obtained from independent quotation bureaus that use computerized valuation formulas to calculate current values. Actual market values may vary and thus gains/losses may not be accurately reflected. Cost basis has been adjusted for accreted original issue discount (OID). Cost basis has been automatically adjusted for amortization of bond premium using the constant yield method. If you have made a tax election to deduct the premium amortization on taxable debt securities, you may request that UBS adjust cost basis for the bond premium amortization.

Holding	Trade date	Quantity	Purchase price ($)	Adjusted cost basis ($)	Price on Nov 29 ($)	Value on Nov 29 ($)	Unrealized gain or loss ($)	Holding period
FNMA NTS STEP-UP RATE 1.5000% MATURES 07/27/21 ACCRUED INTEREST $2,541.65 CUSIP 3136G3XT7 EAI: $7,500 Current yield: 1.51%	Jul 27, 16	500,000.000	100.000	500,000.00	99.643	498,215.00	-1,785.00	LT
FHLB BOND STEP-UP RATE 1.5000% MATURES 11/23/21 ACCRUED INTEREST $125.00 CUSIP 3130A9Z95 EAI: $7,500 Current yield: 1.51% Original cost basis: $495,760.00	Jun 19, 17	500,000.000	98.652	493,260.00	99.527	497,635.00	4,375.00	LT
FHLMC NTS STEP UP CALL RATE 2.0000% MATURES 06/29/22 ACCRUED INTEREST $7,083.30 CUSIP 3134GBTZ5 EAI: $17,000 Current yield: 2.00%	Jun 13, 17	500,000.000	100.000	500,000.00	100.016	500,080.00	80.00	LT
	Jun 21, 17	350,000.000	100.000	350,000.00	100.016	350,056.00	56.00	LT
Security total		850,000.000		850,000.00		850,136.00	136.00	
FHLMC NTS RATE 2.1500% MATURES 09/06/22 INTEREST EARNED FROM 09/06/19 1ST INTEREST PAYMENT 03/06/20 ACCRUED INTEREST $1,239.22 CUSIP 3134GT4Q3 EAI: $5,375 Current yield: 2.16%		250,000.000	---This information was unavailable---		99.336	248,340.00		
FFCB BOND RATE 2.3700% MATURES 09/23/26 INTEREST EARNED FROM 09/23/19 1ST INTEREST PAYMENT 03/23/20 ACCRUED INTEREST $4,345.00 CUSIP 3133EKR24 EAI: $23,700 Current yield: 2.38% Original cost basis: $1,005,000.00	Sep 30, 19	1,000,000.000	100.488	1,004,889.24	99.463	994,630.00	-10,259.24	ST

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Your assets ‣ **Fixed income** ‣ **Government securities** (continued)

Holding	Trade date	Quantity	Purchase price ($)	Adjusted cost basis ($)	Price on Nov 29 ($)	Value on Nov 29 ($)	Unrealized gain or loss ($)	Holding period
FHLMC MED TERM NTS STEP RATE 2.2500% MATURES 10/27/28 ACCRUED INTEREST $1,000.00 CUSIP 3134GARR7 EAI: $11,250 Current yield: 2.26%	Nov 19, 18	500,000.000	92.800	464,000.00	99.591	497,955.00	33,955.00	LT
Total		**3,600,000.000**		**$3,312,149.24**		**$3,586,911.00**	**$26,421.76**	

Total accrued interest: $16,334.17

Total estimated annual income: $72,325

Your total assets

		Value on Nov 29 ($)	Percentage of your account	Cost basis ($)	Estimated annual income ($)	Unrealized gain or loss ($)
Cash	**Cash and money balances**	**2,777.98**	**0.02%**	**2,777.98**		
Cash alternatives	Money market instruments	997,230.00		992,580.00		4,650.00
	* Money market funds	100,084.81			1,731.00	
	Total cash alternatives	**1,097,314.81**	**6.32%**	**992,580.00**	**1,731.00**	**4,650.00**
Fixed income	* Certificates of deposits and share certificates	9,615,707.70		8,470,200.00	219,370.00	164,929.50
	Municipal securities	2,988,686.80		2,967,774.12	66,699.00	20,912.68
	* Government securities	3,586,911.00		3,312,149.24	72,325.00	26,421.76
	Total accrued interest	60,257.22				
	Total fixed income	**16,251,562.72**	**93.66%**	**14,750,123.36**	**358,394.00**	**212,263.94**
Total		**$17,351,655.51**	**100.00%**	**$15,745,481.34**	**$360,125.00**	**$216,913.94**

* Missing cost basis information.

Account activity this month

	Date	Activity	Description	Amount ($)
Dividend and interest income				
Taxable dividends	Nov 29	Dividend	UBS SELECT PRIME INSTITUTIONAL FUND SYMBOL: SELXX	406.70
	Total taxable dividends			**$406.70**

Account activity this month (continued)

	Date	Activity	Description	Amount ($)
Dividend and interest income (continued)				
Taxable interest	Nov 1	Interest	NEW YORK NY CITY TRANSI TAX A-2 RV BE/R/1.850 050123 DTD 072816 PAID ON 500000 CUSIP: 64971WJ43	4,625.00
	Nov 1	Interest	WISC ST GEN FD APP 2003 TAX SR A RV BE/R/2.383 050126 DTD 081616 PAID ON 550000 CUSIP: 977100DC7	6,553.25
	Nov 4	Interest	COMENITY BANK DE US RT 02.4000% MAT 06/21/22FIXED RATE JUMBO CD PAID ON 200000AS OF 11/03/19 CUSIP: 981996RH6	407.67
	Nov 5	Interest	FFCB BOND 03.820 % DUE 110526DTD 110518 FC 05052019 CUSIP: 3133EJQ77	19,100.00
	Nov 5	Interest	PRIVATEBANK & TR IL US RT 02.0000% MAT 05/05/22FIXED RATE CD PAID ON 245000 CUSIP: 74267GVX2	2,470.14
	Nov 6	Interest	UBS BANK USA DEPOSIT ACCOUNT	0.24
	Nov 7	Interest	WORLD'S FOREMOST B NE US RT 02.3000% MAT 08/06/20FIXED RATE JUMBO CD PAID ON 200000AS OF 11/06/19 CUSIP: 9159919E5	390.69
	Nov 14	Interest	WELLS FARGO BK NA SD US RT 03.5500% MAT 12/14/23FIXED RATE CD PAID ON 245000 CUSIP: 949763VU7	738.69
	Nov 14	Interest	WEST TOWN B&T IL US RT 03.5000% MAT 06/14/24FIXED RATE CD PAID ON 245000 CUSIP: 956310AN6	728.29
	Nov 18	Interest	JONESBORO ST BK LA US RT 02.0500% MAT 09/16/24FIXED RATE CD PAID ON 245000AS OF 11/16/19 CUSIP: 48040PFB6	426.57
	Nov 18	Interest	MEDALLION BK UT US RT 03.3000% MAT 12/19/22FIXED RATE CD PAID ON 245000 CUSIP: 58404DCZ2	686.67
	Nov 20	Interest	MERRICK BK UT US RT 03.4000% MAT 01/20/23FIXED RATE CD PAID ON 245000 CUSIP: 59013J4X4	707.48
	Nov 21	Interest	GOLDMAN SACHS BANK NY US RT 03.5500% MAT 11/21/23FIXED RATE CD PAID ON 245000 CUSIP: 38148P2H9	4,384.49

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Account activity this month (continued)

	Date	Activity	Description	Amount ($)
Dividend and interest income (continued)				
Taxable interest (continued)	Nov 21	Interest	WYOMING BK & TR WY US RT 01.9000% MAT 09/18/24FIXED RATE CD PAID ON 245000 AS OF 11/18/19 CUSIP: 98321PAF7	395.36
	Nov 25	Interest	FHLB BOND STEP-UP 1.5000% DUE 112321DTD 112316 FC 05232017PAID ON 500000 AS OF 11/23/19 CUSIP: 3130A9Z95	3,750.00
	Nov 25	Interest	CITIBANK, NA DE US RT 03.5500% MAT 11/24/23FIXED RATE CD PAID ON 245000 AS OF 11/23/19 CUSIP: 17312QW47	4,384.49
	Nov 25	Interest	MORGAN STANLEY PRV NY US RT 03.5500% MAT 11/24/23FIXED RATE CD PAID ON 245000 AS OF 11/23/19 CUSIP: 61760ASL4	4,384.49
	Nov 25	Interest	MORGAN STANLEY BK UT US RT 03.5500% MAT 11/24/23FIXED RATE CD PAID ON 245000 AS OF 11/23/19 CUSIP: 61690UBN9	4,384.49
	Nov 27	Interest	CELTIC BK UT US RT 03.5500% MAT 12/27/23FIXED RATE CD PAID ON 245000 CUSIP: 15118RQL4	738.69
	Nov 27	Interest	WEBBANK UT US RT 01.8500% MAT 06/29/20FIXED RATE CD PAID ON 245000 CUSIP: 947547JP1	384.95
	Nov 27	Interest	NATIONAL BK WI US RT 02.1500% MAT 06/27/22FIXED RATE CD PAID ON 245000 CUSIP: 633368EK7	447.38
	Nov 27	Interest	ENERBANK UT US RT 02.0000% MAT 09/27/24FIXED RATE CD PAID ON 245000 CUSIP: 29278TLX6	416.16
	Nov 27	Interest	FIRST US BANK AL US RT 01.8500% MAT 01/27/20FIXED RATE CD PAID ON 245000 CUSIP: 33744AAM1	384.95
	Nov 27	Interest	UBS BANK USA DEPOSIT ACCOUNT	0.09
	Nov 27	Interest	FIRST NATL BK TX US RT 01.9500% MAT 08/29/24FIXED RATE CD PAID ON 245000 CUSIP: 32112UDB4	405.76

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Account activity this month (continued)

	Date	Activity	Description	Amount ($)
Dividend and interest income (continued)				
Taxable interest (continued)			**Total accrued interest paid**	**-$3,177.84**
			Total accrued interest received	**$1,664.66**
			Total taxable interest	**$59,782.81**
			Total dividend and interest income	**$60,189.51**

Investment transactions

For more information about the price/value shown for restricted securities, see *Important information about your statement* at the end of this document.

Date	Activity	Description	Quantity	Value ($)	Price ($)	Proceeds from investment transactions ($)	Funds withdrawn for investments bought ($)	Accrued interest ($)
Nov 5	Call Redemption	FFCB BOND 03.820 % DUE 110526 DTD 110518 FC 05052019 CUSIP: 3133EJQ77	-1,000,000.000			1,000,000.00		
Nov 6	Sold	UBS SELECT PRIME INSTITUTIONAL FUND SYMBOL: SELXX	-31,379.004			31,385.28		
Nov 6	Bought	NEW YORK N Y TAX B-2 BE/R/ 2.090 100127 DTD 102219 2.250% YIELD TO MATURITY CUSIP: 64966QEK2	250,000.000		98.8460000		-247,115.00	-203.19
Nov 6	Bought	NEW YORK NY GO BDS TAX BE/R/ 1.890 100125 DTD 102219 2.023% YIELD TO MATURITY CUSIP: 64966QEH9	385,000.000		99.2600000		-382,151.00	-282.98
Nov 6	Bought	NEW YORK NY CITY TRANSI TAX B-2 RV BE/R/ 2.400 080125 DTD 092216 2.089% YIELD TO MATURITY CUSIP: 64971WP61	425,000.000		101.6700000		-432,097.50	-2,691.67
Nov 21	Sold	BMW BK OF NA NA UT US RT 01.5500% MAT 12/16/19 FIXED RATE CD YTM = 1.540 CUSIP: 05580AFT6	-245,000.000		100.0000000	245,000.00		1,664.66
Nov 22	Bought	BMW BK OF NA NA UT US RT 01.8000% MAT 11/22/22 FIXED RATE CD YTM = 1.800 CUSIP: 05580ATC8	245,000.000		100.0000000		-245,000.00	
Nov 26	Sold	UBS SELECT PRIME INSTITUTIONAL FUND SYMBOL: SELXX	-217,929.804			217,973.39		

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Account activity this month (continued)

Investment transactions (continued)

Date	Activity	Description	Quantity	Value ($)	Price ($)	Proceeds from investment transactions ($)	Funds withdrawn for investments bought ($)	Accrued interest ($)
Nov 27	Bought	STATE BK INDIA NY US RT 02.0500% MAT 11/27/24 FIXED RATE CD YTM = 2.050 CUSIP: 856285RS2	245,000.000		100.0000000		-245,000.00	
Nov 29	Reinvestment	UBS SELECT PRIME INSTITUTIONAL FUND DIVIDEND REINVESTED AT 1.00 NAV ON 11/29/19 SYMBOL: SELXX	406.619				-406.70	
Total						**$1,494,358.67**	**-$1,551,770.20**	**-$1,513.18**

	Date	Activity	Description	Amount ($)
Money balance activities	**Oct 31**	**Balance forward**		**$11,961.80**
	Nov 1	Withdrawal	UBS BANK USA DEPOSIT ACCOUNT AS OF 10/31/19	-11,961.80
	Nov 4	Deposit	UBS BANK USA DEPOSIT ACCOUNT	11,178.25
	Nov 5	Deposit	UBS BANK USA DEPOSIT ACCOUNT	407.67
	Nov 6	Withdrawal	UBS BANK USA DEPOSIT ACCOUNT	-11,585.92
	Nov 8	Deposit	UBS BANK USA DEPOSIT ACCOUNT	390.93
	Nov 15	Deposit	UBS BANK USA DEPOSIT ACCOUNT	1,466.98
	Nov 19	Deposit	UBS BANK USA DEPOSIT ACCOUNT	1,113.24
	Nov 21	Deposit	UBS BANK USA DEPOSIT ACCOUNT	707.48
	Nov 22	Deposit	UBS BANK USA DEPOSIT ACCOUNT	6,444.51
	Nov 26	Deposit	UBS BANK USA DEPOSIT ACCOUNT	16,903.47
	Nov 27	Withdrawal	UBS BANK USA DEPOSIT ACCOUNT	-27,026.61
	Nov 29	Deposit	UBS BANK USA DEPOSIT ACCOUNT	2,777.98
	Nov 29	**Closing UBS Bank USA Deposit Account**		**$2,777.98**

Realized gains and losses

The estimated realized gains and losses shown below are not for tax purposes. Please note that gain or loss recognized on the sale or redemption of certain Structured Products, like Contingent Debt Securities, may be ordinary, and not capital, gain or loss. Please check with your tax advisor. To calculate gains and losses, we liquidate the oldest security lot first. This is known as the first-in, first-out or FIFO accounting method. We use this method unless you specified which tax lot to close when you placed your order. This is known as a versus purchases or VSP order. See *Important information about your statement* at the end of this document for more information. We may not adjust gains and losses for all capital changes. We automatically adjust cost basis for tax-exempt and AMT coupon municipal securities for estimated amortization of bond premiums and for accreted OID for securities issued at a discount. If you requested that UBS adjust cost basis for the bond premium amortization on taxable debt securities then cost basis reflected for these securities has been adjusted. Estimates in the *Unclassified* section can not be classified as short term or long term because information is missing, or the product is one in which the gain/loss calculation is not provided.

Short-term capital gains and losses

Security description	Method	Quantity or face value	Purchase date	Sale date	Sale amount ($)	Cost basis ($)	Wash sale cost basis adjustment($)	Loss ($)	Gain ($)
FFCB BOND 03.820 % DUE 110526 DTD 110518 FC 05052019	FIFO	1,000,000.000	Dec 12, 18	Nov 05, 19	1,000,000.00	1,007,292.78		-7,292.78	

Long-term capital gains and losses

Security description	Method	Quantity or face value	Purchase date	Sale date	Sale amount ($)	Cost basis ($)	Wash sale cost basis adjustment($)	Loss ($)	Gain ($)
BMW BK OF NA NA UT US RT 01.5500% MAT 12/16/19 FIXED RATE CD	FIFO	245,000.000	Dec 06, 16	Nov 19, 19	245,000.00	245,000.00			
Net capital gains/losses:								**-$7,292.78**	

Important information about your statement

UBS Financial Services Inc. (the Firm or UBS Financial Services), is a member of all principal security, commodity and options exchanges. UBS Financial Services and UBS Bank USA are indirect subsidiaries of UBS AG and affiliates of UBS Securities LLC. The Firm's financial statement is available upon request. The Firm's executive offices are at:

UBS Financial Services Inc.
1200 Harbor Boulevard
Weehawken, NJ 07086

This statement represents the only official record of your UBS Financial Services account. Other records, except official tax documents, containing conflicting data should not be relied upon. If you believe there is an error or omission, please report it immediately in writing to the Branch Manager of the office serving your account.

Although all figures shown are intended to be accurate, statement data should not be used for tax purposes. Rely solely on year-end tax forms, (i.e., Form 1099, 5498, 1042S, etc.) when preparing your tax return. The Firm is required by law to report to the IRS all taxable dividends, reportable non-taxable dividends and taxable interest earned on securities held in your account, net proceeds on sale transactions, and cost basis on certain covered securities.

Communications with the Firm

- Please re-confirm any oral communications in writing to further protect your rights, including your rights under the Securities Investor Protection Act (SIPA).
- If the financial institution on the top left of the front of this statement is not UBS Financial Services, UBS Financial Services carries your account as clearing broker by arrangement with the indicated institution. We informed you of this relationship when you opened this account. In this case, your funds and securities are located at UBS Financial Services and not the introducing broker, and you must make a report of any error or omission to **both** firms.
- As described in the account agreements, you must notify us of any errors or fraud involving checks reflected on your statement within 30 days after it was mailed or made available.
- Please direct customer complaints or inquiries to the Firm's Client Relations Department at 201-352-1699 or toll-free at 800-354-9103, 8:00 A.M. to 6:00 P.M. ET Monday through Friday, or in writing to UBS Financial Services Inc., Client Relations Department, P.O. Box 766 Union City, NJ 07087.
- All statements shall be deemed complete and accurate if not objected to in writing within 60 days.
- For TTY services: Call 844-612-0986 or from outside the U.S.: Call 201-352-1495
- In case of errors or questions about an electronic funds transfer (EFT), bill payment or UBS Visa® debit card transactions, call 800-762-1000, or write to UBS Financial Services Inc., 1000 Harbor Blvd., 6th floor, Weehawken, NJ 07086, Attn: RMA/BSA Services.

  Call or write as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. The Firm or Card Issuer (as applicable) must hear from you no later than 60 days after the Firm sent you the first statement on which the error or problem appeared.
  - Provide your name and account number (if any).
  - Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
  - Provide the dollar amount of the suspected error.

The Firm or Card Issuer will investigate your complaint and will correct any error promptly. For alleged errors involving UBS Visa® debit card transactions, if we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Please make all checks payable to the Firm or the financial institution indicated on the front of this statement. In addition to regular account fees, accounts may be subject to maintenance fees, charges for late payment for securities purchases and charges for unpaid amounts in cash accounts. Accounts that are transferred to other institutions may be subject to a transfer fee.

UBS Sweep Options

UBS offers options for sweeping cash balances to bank deposit accounts at non-affiliated banks and affiliated banks and money market mutual funds (Money Funds). Deposit accounts at UBS Bank USA and non-affiliated banks participating in the UBS FDIC-Insured Deposit Program are FDIC-insured in accordance with FDIC rules. For more information, please visit www.fdic.gov. Deposit accounts at UBS AG Stamford Branch and shares of Money Funds are not insured by the FDIC.

Bank deposits are not protected by SIPC. Money Fund shares are protected by SIPC. See "UBS Financial Services Account Protection" below.

Upon your request, balances in the bank deposits may be withdrawn, and shares of a Money Fund may be liquidated, and the proceeds returned to you or your securities account.

Further information about available sweep options, including current interest rates and yields, is available at www.ubs.com/sweepyields, from your Financial Advisor or by calling 800-762-1000.

UBS Financial Services account protection

The Firm is a member of the Securities Investor Protection Corporation (SIPC), which protects securities customers of its members up to $500,000 (including $250,000 for claims for cash). Explanatory brochure available upon request or at *www.sipc.org*. The SIPC asset protection limits apply to all accounts that you hold in a particular capacity.
The Firm, together with certain affiliates, has also purchased supplemental insurance. The maximum amount payable to all eligible clients, collectively under this protection is $500 million as of December 10, 2016. Subject to the policy conditions and limitations, cash at the Firm is further protected for up to $1.9 million in the aggregate for all your accounts held in a particular capacity. A full copy of the policy wording is available upon request.

Neither the SIPC protection nor the supplemental protection apply to:

- Certain financial assets controlled by (and included in your account value) but held away from UBS Financial Services. For example certain (i) insurance products, including variable annuities, and (ii) shares of mutual funds registered in the name of the account holder on the books of the issuer or transfer agent);
- Investment contracts or investment interests (e.g., limited partnerships and private placements) that are not registered under the Securities Act of 1933;
- Commodities contracts (e.g., foreign exchange and precious metal contracts), including futures contracts and commodity option contracts; and
- Deposit accounts (except certificates of deposit) at UBS Bank USA, UBS AG U.S. branches and banks in the FDIC Insured Deposit Program.

The SIPC protection and the supplemental protection do not apply to these assets even if they otherwise appear on your statements. The SIPC protection and the supplemental protection do not protect against changes in the market value of your investments (whether as a result of market movement, issuer bankruptcy or otherwise).

Dividend Reinvestment Program (DRIP)

The price reflected is an average price. You may obtain the actual price from your Financial Advisor. Only whole shares are purchased under DRIP; partial shares will be sold and the cash will be deposited in your account. The dividend reinvestment price supplied by the issuer may differ from the market price at which the partial shares are sold.

Cash-in-lieu

Only whole units may be held in your account. If you are entitled to a partial unit as a result of a dividend payment or otherwise, the Firm will either sell partial units at market price or accept an amount determined by a registered clearing agency, and credit your account.

Investment objectives

The investment objectives and risk profile are specific to each account and may vary between your accounts. Please advise the Firm promptly in writing of any significant change in your financial situation or investment objectives. For each account held, you choose one of the following investment objectives:

- *Produce Current Income*: Investments seeking the generation of income only.
- *Achieve Capital Appreciation*: Investments seeking growth of principal rather than the generation of income.
- *Produce Combination of Income and Capital Appreciation*: Investments seeking both the generation of income and growth of principal.

Overall risk profiles

- *Conservative*: Seeks to maintain initial principal, with low risk and volatility to the account overall, even if that means the account does not generate significant income or returns and may not keep pace with inflation.
- *Moderate*: Willing to accept some risk to principal and tolerate some volatility to seek higher returns.
- *Aggressive*: Willing to accept high risk to principal and high volatility to seek high returns over time.
- *Investment Eligibility Consideration*: If selected, a portion of the portfolio for that account may include complex strategies, limited liquidity and greater volatility.

Statement "householding"

We may consolidate all related account statements with the same address in the same envelope, e.g. because they have owners who also maintain joint account relationships with other clients at the same address. If you prefer to receive individual statements mailed in separate envelopes, you may decline householding by calling your Financial Advisor.

Friendly account name

The Friendly account name is a customizable "nickname" chosen by you to assist you with your recordkeeping. It has no legal effect on your account, is not intended to reflect any strategy, product, recommendation, investment objective or risk profile associated with your accounts, and is not a promise or guarantee that wealth, or any financial results, can or will be achieved. All investments involve the risk of loss, including the risk of loss of the entire investment. You can change your Friendly account names through Online Services or by contacting your Financial Advisor.

Account overview

- *Value of your account/portfolio.* Net of assets and liabilities.
- *Assets.* Includes available cash balances, values for restricted security (est.), and Global Time Deposits, unrealized marks to market, and certain assets not held by the Firm. Does not include unpriced securities/assets at the end of the prior and current statement periods, or private investments, unvested stock options and exercisable stock options.
- *Liabilities.* Includes debit balances, outstanding margin loans, credit line, short account balances.
- *Cash/money balances.* Total of uninvested available cash balances, plus deposit balances at affiliated and non-affiliated banks, and money market mutual fund sweep balances, at the close of the statement period. Non-commodity free credit balances in your account are not segregated from other balances and the Firm may use any of these funds in the ordinary course of its business. These funds are payable upon your demand. This total is included in the current period closing value.

Lending information

For detailed information on the Firm's lending practices and disclosures, refer to your Client Relationship Agreement or Account Agreement and the General Terms and Conditions. UBS Statement of Credit Practices available in *Agreements and Disclosures* at *www.ubs.com/accountdisclosures*.

Your assets
Your statement itemizes securities and other assets held in the account at the end of the statement period. You may ask for delivery of fully paid securities at any time. You may receive securities used as loan collateral after paying any balance due on them. Any securities transferred to the Firm during the statement period are listed at market value as of the end of the statement period.

- **Cost basis.** In determining the cost basis of the securities included in this statement, where indicated with the number "1," UBS Financial Services has relied on information obtained from sources other than UBS Financial Services, including information from another firm or that you may have provided to your Financial Advisor. The Firm does not independently verify or guarantee the accuracy or validity of any information provided by sources other than UBS Financial Services. In addition, although UBS Financial Services generally updates this information as it is received, the Firm does not provide any assurances that the information under "Cost basis" and "Unrealized gain/loss" is accurate as of the date of this statement. As such, please do not rely on this information to make purchase or sale decisions, for tax purposes or otherwise. Accounts transferred to the Firm may reflect gain/loss information only for the period of time they are held at the Firm. More historical information can be added by your Financial Advisor.
- **Unrealized gains/losses**. When data is available, estimated unrealized gains/losses are calculated for individual security lots. The transaction data for individual lots may or may not reflect commissions, charges and/or security reorganization events. Dividend and other reinvestment lots and systematic purchase lots are each combined to display one averaged lot. The "Trade date" column presents the original transaction trade date.
- **Callable securities**. Bonds and preferred stock that the issuer calls for early redemption will be selected impartially by lot from among all securities of that issue held in our name or in nominee name for our clients. Call feature information is obtained from third parties and its accuracy is not guaranteed. Other call features may exist which could affect yield; complete information will be provided upon request.
- **Price/value**. Prices displayed for securities and other products may be higher or lower than the price that you would actually receive in the market. Prices are obtained from various third party sources which we believe to be reliable, but we do not guarantee their accuracy.
  - We generally use the closing price when available or the mean of the bid and ask prices for listed securities and options or only bid prices for OTC securities.
  - Less actively traded securities may be priced using a valuation model or the most recent price we obtained and may not reflect an actual market price or value.
  - Certain positions may appear without a price and will show as "price was not available" if we are unable to obtain a price for a security.
  - Deposits or securities denominated in currencies other than U.S. dollars are reflected at the exchange rate as of the statement date.
  - For certain securities trading in non-conforming denominations, price and quantity (face value) may have been adjusted to facilitate proper valuation.

  To obtain current quotations, when available, contact your Financial Advisor.

- **Private investments and structured products.** Private investment securities (including direct participation program and real estate investment trust securities) and structured products are generally highly illiquid. Certain structured products have not been registered with the Securities and Exchange Commission or under any state securities laws. We provide estimated values for private investment securities and structured products for informational purposes only. Accuracy is not guaranteed.
  - These values may differ substantially from prices, if any, at which a private investment security or structured product may be bought or sold and do not necessarily represent the value you may receive upon liquidation.
  - Third party estimates of value are as of a certain date and are supplied to UBS Financial Services on a regular basis by an independent valuation firm.
  - Issuer, general partner or sponsor estimated values, if any, are supplied to the Firm by the issuer, general partner or sponsor and may be calculated based on different information from that used by third parties to derive their estimated values.
  - You can obtain additional information regarding the methodology used to determine the estimate of value and the date of the information that is the basis for the estimate by contacting your Financial Advisor.
  - Third party estimated values may be reflected as "Not priced" in several situations: when an independent valuation firm has not supplied or is unable to assign a value, when we become aware that a material event has occurred that may call a previously reported value into question, or when a value would be highly speculative due to the nature of the security.
  - When neither an issuer, general partner or sponsor estimated value nor a third-party estimated value is provided, the value of the security will be different from its purchase price.
  - "Distributions to date" may include return of capital, income or both.
  - "Original unit size" represents the initial offering price per unit and may not reflect your cost basis.
  - DPP and unlisted REIT securities are not listed on a national securities exchange, and are generally illiquid and even if they can be sold, the price received may be less than the per share estimated value provided in the account statement.

- **Restricted securities**. Restricted securities generally are not currently eligible for public sale. UBS Financial Services uses the market price of the unrestricted stock of the same issuer as an imputed value for the restricted stock *for purposes of this statement only*. To the extent that restricted securities are eligible for sale, the value received may be substantially less than the imputed value shown.

- **Est. (estimated) income, current yields and rates.** An estimate of annual income is based on current dividend and interest rates, assuming the securities will be held for one year from statement date or until maturity. This estimate is only a guideline; accuracy and continued income are not guaranteed.
  - Estimated annual income and current yield for certain types of securities could include a return of principal or capital gains in which case the est. income (and current yield) would be overstated.
  - Estimated annual income and current yield and the actual income and yield might be lower or higher than the estimated amounts.
  - An estimate of annualized income (dividend and/or interest) divided by the current market value/average balance is based on the last dividend or interest payment made by the issuer and assumes the securities/deposits will be held for one year from the statement date or until maturity. Accuracy and continued yield are not guaranteed.

- **Assets not held by UBS Financial Services.** Certain assets are not held by the Firm and not within the Firm's possession or control. These assets are displayed on your statement for informational purposes only. Positions and values presented are provided by the issuing firm. UBS Financial Services is not responsible for this information and does not guarantee its accuracy. These assets are not protected by SIPC or the Firm's supplemental SIPC coverage.

- **Revenue sharing and additional compensation.**
  - In addition to commissions on sales and 12b-1 fees received in connection with the distribution of mutual funds to our clients we and/or our affiliate receive revenue sharing payments from distributors and/or advisors of the mutual funds that we sell. These amounts are based on two different components: (i) the amount of sales by UBS of a particular mutual fund family to our clients; and (ii) the asset value of a particular mutual fund family's shares held at the firm.
  - We and our affiliate also receive networking and omnibus processing fees in consideration for transfer agent services that we provide to the mutual funds. These fees generally are paid from investor assets in the mutual fund and are a fixed dollar amount based on the number of accounts at the broker-dealer holding mutual funds of that fund family.
  - In addition to commissions received in connection with the sale or distribution of annuity contracts and unit investment trust units to our clients, we and/or our affiliate receive revenue sharing compensation from many of the insurance companies underwriting the annuity contracts, affiliates of the insurance companies or sponsors of the unit investment trusts we distribute.
  - In addition to commissions received from the purchase and sale of NextShares funds, we and/or our affiliate receive an asset-based revenue sharing payment from NextShares distributors, as well as funding for technology development, training and education.
  - Our affiliates also receive trading commissions and other compensation from mutual funds and insurance companies whose products we distribute.
  - We receive compensation from UBS Bank USA, UBS AG Stamford Branch and non-affiliated banks through our cash sweep programs. This compensation may be a monthly per account fee or may be a percentage of average daily deposit balances.

Activity
Information regarding commissions and other charges incurred in connection with the execution of trades, including option transactions has been included on confirmations previously furnished to you, and will be provided to you promptly on request.

Short selling
If you are engaged in short selling a security, you may incur a charge due to certain borrowing costs for that particular security.

Open orders
Regarding open or "good-till-cancelled" orders that were not executed by the statement date, open buy and sell stop orders are reduced by the amount of dividends or rights on an ex-dividends or ex-rights date unless instructed otherwise by you. You are responsible for orders that are executed due to your failure to cancel existing open orders.

Privacy
To obtain a copy of our current Client Privacy Notice, please contact your Financial Advisor or visit our website at *www.ubs.com/privacypolicy*.

- UBS Financial Services is not a bank. The RMA, Business Services Account BSA and IRMA are brokerage accounts which provide access to banking services and products through arrangements with affiliated banks and other third-party banks, and provides access to insurance and annuity products issued by unaffiliated third-party insurance companies through insurance agency subsidiaries of UBS Financial Services Inc.
- Investment, insurance, and annuity products:
- Not FDIC insured • No bank guarantee• May lose value
- RMA. Resource Management Account, Business Services Account BSA, IRMA and international Resource Management Account are registered service marks of UBS Financial Services Inc.
- VISA is a registered trademark owned by Visa International Service Association and used under license. The UBS Visa credit cards and the UBS Visa debit cards are issued by UBS Bank USA with permission from Visa U.S.A. Incorporated. All other trademarks, registered trademarks, service marks and registered service marks are of their respective companies.

General Fund Income Statement

Through 11/30/19

Summary Listing

Organization	Organization Description	Adopted-with Adjustments Budget Amount	November Actual Amount	2019-YTD Actual Amount	Remaining YTD Actual	% of Budget-Spent	Variance Explanation
	REVENUE						
30000	Revenues	14,472,607.00	221,261.11	8,926,856.49	5,545,750.51	62%	Reporting 1st half of tax settlement
	REVENUE TOTALS	$14,472,607.00	$221,261.11	$8,926,856.49	$5,545,750.51	62%	
	EXPENSE						
41110	Mayor and Council	145,790.00	5,413.46	96,815.43	48,974.57	66%	
41120	Charter Commission	1,500.00	270.00	1,527.18	(27.18)	102%	
41320	City Manager / City Clerk	720,494.00	49,255.78	630,782.39	89,711.61	88%	
41350	Marketing and Communications	157,743.00	8,526.84	129,009.92	28,733.08	82%	
41410	Elections	7,450.00	.00	2,242.25	5,207.75	30%	
41520	Finance	343,072.00	28,574.03	345,544.91	(2,472.91)	101%	Contracted payroll during rehire process
41610	Legal	357,000.00	24,481.62	270,585.01	86,414.99	76%	
41910	Planning & Community Development	442,771.00	24,270.31	353,139.43	89,631.57	80%	
41915	Recycling Dept.	64,241.00	4,016.11	51,910.71	12,330.29	81%	
41920	Information Technology	458,420.00	24,370.41	374,729.99	83,690.01	82%	hiring savings
41940	City Hall Building	255,445.00	14,342.89	170,626.36	84,818.64	67%	
41945	PW Facility	72,635.00	1,789.84	61,282.15	11,352.85	84%	
42100	Police	5,796,791.00	417,364.30	5,129,787.99	667,003.01	88%	
42151	Communications Center	.00	.00	.00	.00	0%	
42200	Fire	2,476,969.00	45,626.25	2,467,944.50	9,024.50	100%	All 4 qtrs. operating paid. Lease and debt in Dec.
42401	Building Inspections	371,298.00	24,532.61	338,611.47	32,686.53	91%	
42500	Civil Defense	15,860.00	29.03	13,294.71	2,565.29	84%	
42600	Traffic Signs	.00	.00	.00	.00	0%	
43000	Engineering	192,391.00	13,553.38	167,137.76	25,253.24	87%	
43100	Streets	1,346,465.00	86,335.56	1,214,558.18	131,906.82	90%	
43160	Street Lighting	142,000.00	10,779.86	105,871.32	36,128.68	75%	Starting to see higher utilization for fall/winter
44140	Human Resources	181,708.00	4,379.56	55,678.12	126,029.88	31%	End of year expenditures not reporting
45000	Parks and Recreation	987,970.00	55,247.09	856,746.30	131,223.70	87%	
49200	Unallocated	.00	.00	.00	.00	0%	
	EXPENSE TOTALS	$14,538,013.00	$843,158.93	$12,837,826.08	$1,700,186.92	88%	11/12 months calculates out to 91%. Currently reporting under budget projection.
	Fund **101 - General Fund** Totals						
	REVENUE TOTALS	14,472,607.00	221,261.11	8,926,856.49	5,545,750.51	62%	
	EXPENSE TOTALS	14,538,013.00	843,158.93	12,837,826.08	1,700,186.92	88%	
	Fund **101 - General Fund** Net Gain (Loss)	($65,406.00)	($621,897.82)	($3,910,969.59)	$3,845,563.59		

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Police Department**

Date: **January 13, 2020**

City Business and Liquor Licenses

BACKGROUND INFORMATION:

Licensing Staff have reviewed the following business and liquor license applications and all requirements have been met.

All license holders must comply with all conditions placed on the property pursuant to any zoning approval.

2020 Business Licenses – Background Required
Application for Exempt Gambling (Raffle) for Mendota Elementary PTA for an event to be held at Southview Country Club, 239 Mendota Road East, on February 29, 2020.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Liquor License Fee	101	30000	32110	
Other License Fee	101	30000	32199	
Background Fee	101	30000	34208	25.00
			Total:	$25.00

STAFF RECOMMENDATION:

In processing this application staff found no notable concerns or issues. Staff does not foresee any special or reasonable conditions. Council needs to consider the application for approval.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION CONCURRING WITH THE ISSUANCE OF A MINNESOTA LAWFUL GAMBLING EXEMPTION FOR MENDOTA ELEMENTARY PTA

WHEREAS, Mendota Elementary PTA**,** has made application to the Gambling Control Board to hold a lawful gambling exempt activity on February 29, 2020 and

WHEREAS, the City has no objection to said activity.

NOW, THEREFORE, BE IT RESOLVED that the West St. Paul City Council hereby concurs with the issuance of a Lawful Gambling Exemption Permit by the Gambling Control Board to Mendota Elementary PTA to be held on February 29, 2020 at Southview Country Club, 239 Mendota Road East, West St. Paul, Minnesota, and hereby waives the 30-day waiting period.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 13th day of January 2020.

Attest:

_____	_____
David Napier, Mayor	Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Melissa Sonnek, Community Development Coordinator**

Date: **January 13, 2020**

Rental Licensing

BACKGROUND INFORMATION:

2019 Rental Business Licenses – Background Required

According to the Rental Dwelling Ordinance, the city requires a background investigation for each new rental property applicant. In addition, the Police Department and Code Enforcement reviews calls for service to the properties to help identify potential problem properties.

The Community Development Department reviewed the application, inspection report, rental density, and code compliance requirements.

The background investigation, inspection report, and code compliance review on the properties listed below did not identify any incidents that would result in a denial of the rental license.

APPLICATIONS FOR APPROVAL:

1508 Allen Avenue (Apartment – Renewal)
1526 Allen Avenue (Apartment – Renewal)
354/356 Marie Avenue East (Apartment – Renewal)
364/366 Marie Avenue East (Apartment – Renewal)
374/376 Marie Avenue East (Apartment – Renewal)
384/386 Marie Avenue East (Apartment – Renewal)
394/396 Marie Avenue East (Apartment – Renewal)
1313 Kruse Street (Apartment – Renewal)
1323 Kruse Street (Apartment – Renewal)
1333 Kruse Street (Apartment – Renewal)
1080 Delaware Avenue (Apartment – Renewal)
425 Arion Street East (Apartment – Renewal)
435 Arion Street East (Apartment – Renewal)
445 Arion Street East (Apartment – Renewal)
455 Arion Street East (Apartment – Renewal)
1568 Charlton Street (Apartment – Renewal)
171 Thompson Avenue East (Apartment – Renewal)
173 Thompson Avenue East (Apartment – Renewal)
175 Thompson Avenue East (Apartment – Renewal)
177 Thompson Avenue East (Apartment – Renewal)
179 Thompson Avenue East (Apartment – Renewal)
181 Thompson Avenue East (Apartment – Renewal)
183 Thompson Avenue East (Apartment – Renewal)

185 Thompson Avenue East (Apartment – Renewal)
187 Thompson Avenue East (Apartment – Renewal)
189 Thompson Avenue East (Apartment – Renewal)
191 Thompson Avenue East (Apartment – Renewal)
1275 Kruse Street (Apartment – Renewal)

1061 Humboldt Avenue (Duplex – New)

911 Cherokee Avenue (Single Family – New)
268 Butler Avenue East (Single Family – New)
1188 Smith Avenue (Single Family – Renewal)
1040 Ottawa Avenue (Single Family – Renewal)
224 Thompson Ave East (Single Family – Renewal)

FISCAL IMPACT:

		Amount
Fund:	**101**	
Department:	**30000**	
Account:	**32170**	**$ 12,173**

STAFF RECOMMENDATION:

Staff recommends City Council approve the license applications.

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Dan Nowicki – Marketing and Communications Manager**

Date: **January 13, 2020**

Acceptance of Grant for Census Complete Count Committee

BACKGROUND INFORMATION:

The State of Minnesota stands to potentially lose a congressional seat and with it significant federal funds depending on the accuracy and complete count in the 2020 Census. As such, cities and counties across Minnesota are are joining the effort to ensure a complete count is performed at a local level. The resulting count will guide the distribution of billions of dollars to Minnesota's communities, determine political representation for the next decade, and provide data that shapes how Minnesota's policymakers and business leaders decide to invest public and private resources.

The City of West St. Paul recently established a Complete Count Committee with the Census Bureau. Staff has been working on ways to make an impact in the community in coordination with the efforts of State and Federal organizations. During a recent Census 2020 function, WSP Census Ambassador Dan Nowicki learned of an opportunity to apply for a small grant of $750 from the *Census 2020 CCC Fund of The Minneapolis Foundation* to use towards local Census efforts. West St. Paul's application was submitted and accepted. A grant has been awarded to West St. Paul in the full amount.

FISCAL IMPACT:

		Amount
Fund:	**101**	**$750.00**
Department:	**41350**	
Account:	**40343**	

STAFF RECOMMENDATION:

Accept the grant award from the *Census 2020 CCC Fund of The Minneapolis Foundation*. Adopt the attached resolution which authorizes the funds to be coded to the revenue side of the Marketing and Communications account.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION ACCEPTING A GRANT FROM
THE CENSUS 2020 CCC FUND OF THE MINNEAPOLIS FOUNDATION

WHEREAS, the City of West Saint Paul ("City") is committed to helping ensure a complete count in the 2020 Census; and

WHEREAS, the City has established a Complete Count Committee with the United States Census Bureau; and

WHEREAS, the City's Census Ambassadors applied for and received a $750 grant from Census 2020 CCC Fund of The Minneapolis Foundation; and

WHEREAS, the Mayor and City Council acknowledge the generosity of The Minneapolis Foundation and extend their appreciation for their consideration and generous grant award.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council accept these grant funds on behalf of the City of West St. Paul and authorizes the monies be coded to the revenue account code of 101-41350-40343.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 13th day of January 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Melissa Sonnek, Community Development Coordinator**

Date: **January 13, 2020**

SHIP Grant Contracts

BACKGROUND INFORMATION:

The City of West St. Paul was recently awarded a $30,000 grant from Dakota County Active Living. The grant money will be used to complete a feasibility study for sidewalk/trail improvements along Thomson Ave. (from Robert St. to Hwy 52) and Oakdale Ave. (from Wentworth Ave. to Butler Ave.). Staff has selected Kimley Horn to assist in the completion of the study.

Attached are the two following contracts/resolutions:

1. Contract with Dakota County to receive the $30,000 funding
    a. (based on the State Health Improvement Program (SHIP) requirements)

2. Contract with Kimley Horn to complete the study
    a. (standard City contract for consultant services – also requires the consultant to meet the requirements outlined in the County contract).

The timeframe to complete the study is fall of 2020. As a part of the study, several meetings will be held with stakeholders, such as the Park and Recreation Committee and City Council, as well as hosting a public open house. The end product will be a report with specific design layouts and recommendations, preliminary engineering, and cost estimates. As with previous feasibility studies, Staff believes that the study will lead to a higher score (readiness category) for future federal grant applications which will hopefully lead to funding to implement trail and/or sidewalk.

STAFF RECOMMENDATION:

Staff is recommending that Council approve the attached resolutions so Staff may proceed with the project.

ATTACHMENTS:

Contracts with Dakota County and Kimley Horn
Resolutions approving contracts with Dakota County and Kimley Horn

JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA AND THE CITY OF WEST ST. PAUL

This Joint Powers Agreement ("Agreement") is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Physical Development Division, 14955 Galaxie Avenue, Apple Valley, Minnesota 55124 ("County"), and the City of West St. Paul ("City"), by and through their respective governing bodies.

RECITALS

WHEREAS, Minn. Stat. § 471.59 authorizes local government units to jointly and cooperatively exercise any power common to the contracting parties; and

WHEREAS, City is a governmental unit and political subdivision of the State of Minnesota; and

WHEREAS, County is a governmental unit and political subdivision of the State of Minnesota; and;

WHEREAS, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Health Grant Project Agreement No. 100381, attached hereto as set forth in Exhibit A for implementation of the County's Statewide Health Improvement Program ("SHIP"); and

WHEREAS, the County and the City are desirous of entering into this Agreement so that the County and the City may share the cost to conduct a Trail Feasibility Study for Thompson Avenue and Oakdale Avenue in West St. Paul. ("Project").

NOW, THEREFORE, in consideration of the mutual promises and benefits that the City and the County shall derive from this Agreement, the City and County hereby enter into this Agreement for the purposes stated herein.

1. Effective Date and Term. This Agreement shall be effective as of the dates of signature by the parties. This Agreement shall remain in effect until October 31, 2020 or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

2. Grant of Monies. The County agrees to reimburse the City in an amount not to exceed $30,000 for costs incurred to conduct a Trail Feasibility Study for Thompson Avenue and Oakdale Avenue in West St. Paul during the period from the Effective Date through October 31, 2020.

3. Purpose. The purpose of this Agreement is to provide cooperation and funding by the County to the City so that the City can conduct a Trail Feasibility Study for Thompson Avenue and Oakdale Avenue in West St. Paul. All funds provided by the County are to be used by the City solely for this purpose. Funds obtained by the City pursuant to this

Agreement shall only be used for the payment of actual professional services provided by the chosen engineering consultant.

4. Obligations of the City.

Conduct a Trail Feasibility Study for Thompson Avenue and Oakdale Avenue in West St. Paul. The City will lead the feasibility study, utilizing a contract with an engineering consultant and shall be responsible for awarding contracts for the feasibility study. The study shall be conducted as more fully described in Exhibit B, West St. Paul Contract Deliverables for Thompson Avenue/Oakdale Avenue Trail Feasibility Study Funded by the Statewide Health Improvement Partnership (SHIP) and Exhibit C, Statewide Health Improvement Program (SHIP) Application for Local Funding, attached hereto and incorporated by reference herein.

5. Reimbursement.

After this Agreement has been executed by both parties, the City may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with the Agreement.

The County will reimburse the City within 45 calendar days of the City's submission of invoices to the County. Invoices must be submitted in the form acceptable to the County. All requests for reimbursement must be submitted by September 15, 2020. The City must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with Master Grant Contract No. 12-700-0068 attached hereto as set forth in Exhibit D, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

6. Miscellaneous.

A. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:

Steven C. Mielke, Director
Physical Development Division
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: (952) 891-7007
Email: Steven.Mielke@co.dakota.mn.us

Steven Mielke, or his successor, has the responsibility to monitor the City's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The City's Authorized Representative is:

Ryan Schroeder
City Manager
City of West St. Paul
1616 Humboldt Avenue
West St. Paul, MN 55118
Telephone: 651.552.4101
Email: rschroeder@wspmn.gov

In addition, notification to the City or to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

B. Assignment, Amendments, Waiver and Complete Agreement.

i. Assignment. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the City.

ii. Use of Contractors. The City may engage contractors to perform activities funded pursuant to this Agreement. However, the City retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the City from any of its obligations under this Agreement.

If the City engages any contractors to perform any part of the activities, the City agrees that the contract for such services shall include the following provisions:

(a) The contractor must maintain all records and provide all reporting as required by this Agreement.

(b) The contractor must defend, indemnify, and save harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent

acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.

(c) The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, which is attached an Incorporated as Exhibit E, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage.

(d) The contractor must be an independent contractor for the purposes of completing the contracted work.

(e) The contractor must acknowledge that the contract between the City and the contractor does not create any contractual relationship between County and the contractor.

(f) The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.

iii. Amendments. Any amendment to this Agreement must be in writing and executed by the County and the City.

iv. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

v. Agreement Complete. This Agreement and exhibits contain all negotiations and agreements between the County and the City. No other understanding regarding this Agreement, whether written or oral may be used to bind either party.

C. Indemnification. Each party to this Agreement shall be liable for the acts or omissions of its officers, directors, employees or agents and the results thereof to the fullest extent authorized by law and shall not be responsible for the acts of the other party, its officers, directors, employees or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. In the event of any claims or actions asserted or filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. In order to insure a unified defense against any third-party liability claims arising from work of the Project, City agrees to require all contractors or subcontractors hired to do any work on the feasibility and alignment study to maintain commercial general liability insurance in the amounts consistent with the minimum limits of coverage established by Minn. Stat. § 466.04 during the terms of the Project. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance company or self-

insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

D. Audit. The City shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the City shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The City shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.

E. Data Practices. The City agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

F. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall the County be considered or deemed to be an agent, representative or employee of the City in the performance of this Agreement. Personnel of the City or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

G. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.

H. Nondiscrimination. The City agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the City agrees not to discriminate against any employee, applicant for employment, or participant in this Agreement because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation.

I. Compliance with Law. The City agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations. The City is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.

J. Default and Remedies.

i. Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the City fails

to fully comply with any material provision, term, or condition contained in this Agreement.

ii. Notice of Event of Default and Opportunity to Cure. Upon the County's giving the City written notice of an event of default, the City shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the City is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the City shall propose in writing the actions that the City proposes to take and the schedule required to cure the event of default.

iii. Remedies. Upon the City's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:

(a) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.

(b) The County may enforce any additional remedies it may have in law or equity.

(c) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the City. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

L. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.

M. Ownership of Materials and Intellectual Property Rights.

i. The County agrees to, and hereby does, assign all rights, title and interest it may have in the materials conceived or created by the City, or its employees or subgrantees, and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials").

ii. The City represents and warrants that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. City shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the Authority would otherwise possess.

7. Special Condition. The City understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County by Grant Agreement No. 100381, attached hereto as Exhibit A and incorporated herein, including but not limited to the following:

A. Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify the State of Minnesota through the Minnesota State Department of Health ("Department") as a sponsoring agency and shall not be released unless approved in writing by the Department's authorized representative.

B. The City shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the City or its agents or employees.

C. The City, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

/s/ Joseph Trojack 12/3/19
Assistant County Attorney/Date
KS-19-540

Dakota County BR 19-768

COUNTY OF DAKOTA

By: _____
Steven C. Mielke

Title: Director, Physical Development Division
Date: _____

CITY OF WEST ST. PAUL

By: _____
Ryan Schroeder

Title: City Manager
Date: _____

AND

By: _____
David J. Napier

Title: Mayor
Date: _____

Grant Project Agreement Number 100381
Between the Minnesota Department of Health and Dakota County Community Health Board

Minnesota Department of Health
Community Health Board Grant Project Agreement

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("STATE") and Dakota County Community Health Board, an independent organization, not an employee of the State of Minnesota, address 1 Mendoata Rd. W., Suite 410, West St. Paul, MN, 55118, ("GRANTEE").

1. Under Minnesota Statutes 144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. The STATE and the GRANTEE have entered into Master Grant Contract number 12-700-00068 ("Master Grant Contract") effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The STATE, pursuant to Minnesota Statutes 145.986 is empowered to award Statewide health Improvement Program (hereinafter "SHIP") grants to convene, coordinate, and implement evidence-based strategies targeted at reducing the percentage of Minnesotans who are obese or overweight and at reducing the use of tobacco; and
4. The GRANTEE represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the STATE. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

NOW, THEREFORE, it is agreed:

1. *Incorporation of Master Grant Contract.* All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.

2. *Term of Agreement.*

   2.1 *Effective date.* This grant project agreement shall be effective on November 1, 2015, or the date the STATE obtains all required signatures under Minnesota Statutes 16B.98. Subd. 5(a), whichever is later. The GRANTEE must not begin work until this contract is fully executed and the State's Authorized Representative has notified the GRANTEE that work may commence.

   2.2 *Expiration date.* October 31, 2020, or until all obligations have been fulfilled to the satisfaction of the STATE, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.

3. *Grantee's Duties and Responsibilities.* The GRANTEE shall:

A. Comply with the following grant requirements:

General

1. Work with STATE to finalize GRANTEE's yearly work plan and budget. The annual budget and work plan must be approved by STATE by November 1, and is incorporated into this GRANT PROJECT AGREEMENT by reference.

2. Perform the activities approved in the work plan. GRANTEE should contact the STATE if GRANTEE is no longer able to fulfill a work plan activity and GRANTEE should request approval before pursuing any additional activities not described in the original work plan. If grant deliverables are not completed satisfactorily, the STATE has the authority to withhold and/or recover funds.
3. Designate or hire a full-time SHIP project coordinator or equivalent. Grantee's budget must include a minimum of one FTE to coordinate the activities of the grant.
4. Designate a SHIP staff person to facilitate evaluation tasks and communicate with MDH evaluation staff and contractors.
5. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
6. Participate in site visits and grant reconciliation processes with the STATE.
7. Participate in regularly scheduled calls and meetings with community specialists
8. Participate in STATE-sponsored technical assistance calls, webinars and trainings.
9. Attend STATE-sponsored conferences, meetings and in-person trainings.
10. Comply with MDH product approval outlined in the Communications Guidance and Materials document on the SHIP website).
11. Allow MDH and others to use any products or materials produced with SHIP funds.

Reporting

1. Participate in all required evaluation activities as outlined in the SHIP Application.
2. Completed progress and evaluation reports will be due quarterly, a schedule for years 1 and 2 quarterly reporting is provided below. MDH will provide guidance regarding the required content of the reports.

Year 1

Reporting Period	Report Submission Date
November 1, 2015 – January 31, 2016	February 29, 2016
February 1, 2016 – April 30, 2016	May 31, 2016
May 1, 2016 – July 31, 2016	August 30, 2016
August 1, 2016 – October 31, 2016	November 30, 2016

Year 2

Reporting Period	Report Submission Date
November 1, 2016 – January 31, 2017	February 28, 2017
February 1, 2017 – April 30, 2017	May 31, 2017
May 1, 2017 – July 31, 2017	August 30, 2017
August 1, 2017 – October 31, 2017	November 30, 2017

Financial

1. Adhere to the request and approval process set forth by the STATE in the SHIP 4 Grantee Financial Reference Guide.
2. Obtain prior approval from MDH for all subcontracts or mini-grants over $5,000, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
5. Ensure that administrative costs are explained and justifiable. The STATE will accept up to the grantee's current federally approved rate. If GRANTEE does not have a federally approved indirect cost rate, the STATE will accept an indirect rate of up to 10 percent of the total grant award.
6. Report to the STATE other funding sources, including grants from other sources, that are directed toward tobacco and obesity, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement
8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure and prevent obesity, and/or replace discontinued funds from the STATE, the federal government, or another third party previously used to reduce tobacco use and exposure and prevent obesity. GRANTEE may not use SHIP funds to replace federal, state, local, or tribal funding GRANTEE currently uses to reduce tobacco use and exposure or prevent obesity.

Lobbying

1. Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts, assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

4. *Consideration and Payment.*

4.1 Consideration. The STATE will pay for all services performed by the GRANTEE under this grant project agreement as follows:

(a) Compensation. The GRANTEE will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the STATE'S Authorized Representative, except the STATE reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified.

Budget periods for the five years are as follows:

Year 1, November 1, 2015 through October 31, 2016	$775,704.00
Year 2, November 1, 2016 through October 31, 2017	$789,859.00
Year 3, November 1, 2017 through October 31, 2018	$782,859.00
Year 4, November 1, 2018 through October 31, 2019	$782,859.00
Year 5, November 1, 2019 through October 31, 2020	$782,859.00

(b) Total Obligation. The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed three million nine hundred fourteen thousand one hundred forty dollars ($3,914,140.00).

(c) Budget Modifications. Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) or incorporated in Exhibit B) requires prior approval from the STATE and must be indicated on submitted reports. Failure to obtain prior approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the STATE provided that such modification is indicated on submitted reports and that the total obligation of the STATE for all compensation and reimbursements to the GRANTEE shall not exceed the total obligation listed in 4.1(b) or Exhibit B.

4.2 Terms of Payment.

(a) Invoices. The State will promptly pay the GRANTEE after the GRANTEE presents an itemized invoice for the services actually performed and the STATE's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule. Invoices shall be completed on a form prescribed by the STATE for each month and submitted within 45 days after the end of the month.

(b) Matching Requirements. GRANTEE certifies that the following matching requirement, for the grant, will be met by GRANTEE: A local match of ten percent of the total funding allocation will be provided and documented.

5. *Conditions of Payment.* All services provided by GRANTEE pursuant to this grant project agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the GRANTEE must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.

6. *Ownership of Equipment.* The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

7. *Authorized Representatives.*

7.1 STATE's Authorized Representative. The STATE's Authorized Representative for purposes of administering this grant project agreement is Susan Michels, Supervisor, Community Initiatives, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, Minnesota, 55164-0882, Phone: 651-201-4564, Email: susan.michels@state.mn.us, or his/her successor, and has the responsibility to monitor the GRANTEE's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the STATE's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 GRANTEE's Authorized Representative. The GRANTEE's Authorized Representative is Bonnie Brueshoff, CHS Administrator, 1 Mendota Rd. W., Suite 410, West St. Paul, MN, 55118,

bonnie.brueshoff@co.dakota.mn.us or his/her successor. The GRANTEE's Authorized Representative has full authority to represent the GRANTEE in fulfillment of the terms, conditions, and requirements of this agreement. If the GRANTEE selects a new Authorized Representative at any time during this grant project agreement, the GRANTEE must immediately notify the STATE.

8. *Termination.*

8.1 Termination by the STATE or GRANTEE. The STATE or GRANTEE may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

8.2 Termination for Cause. If the GRANTEE fails to comply with the provisions of this grant project agreement, the State may terminate this grant project agreement without prejudice to the right of the STATE to recover any money previously paid. The termination shall be effective five business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.

8.3 Termination for Insufficient Funding. The STATE may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written (e-mail, facsimile or letter) notice to the GRANTEE. The STATE is not obligated to pay for any work performed after notice and effective date of the termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE receiving notice of the same.

9. *Publicity.* Any publicity given to the program, publications, or services provided from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others, or any subgrantees shall identify the STATE as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by the STATE'S Authorized Representative.

Grant Project Agreement Number _____
Between the Minnesota Department of Health and Dakota County Community Health Board

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

APPROVED:

1. GRANTEE
The Grantee certifies that the appropriate persons(s) have executed the project agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: CS Director

Date: 10/25/2015

2. STATE AGENCY
Project Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: Mary Edwards

Title: Mary Edwards, Acctg. Supv. For Mgr.

Date: 10/30/15

By: _____

Title: _____

Date: _____

Distribution:
1. *MDH (Original fully executed Grant Project Agreement)*
2. *Grantee*
3. *State Authorized Representative*

APPROVED AS TO FORM:

Suzanne Schuader 10-20-15
ASSISTANT DAKOTA COUNTY ATTORNEY/DATE

Exhibit B

West St. Paul Contract Deliverables for Thompson Ave. /Oakdale Ave. Trail Feasibility Study Funded by the Statewide Health Improvement Partnership (SHIP)

Scope of work to be conducted by West St. Paul

- Conduct a feasibility study for analyze the optimal sidewalk/trail options on both Thompson Ave. (from Robert St. to Highway 52/West St. Paul boundary) and Oakdale Ave. (from Wentworth Ave. to Butler Ave.). The feasibility study would include:
    - Review of the existing facilities, condition, topography, utilities and other relevant features
    - Presentation issues and opportunities within the project area
    - Exploration of treatment options, including safe crossings
    - Development and testing of multiple feasibility criteria
    - Recommendation for a preferred option, cost estimate and concept graphics
- Complete preliminary engineering (30% plan set) for preferred improvements
- Evaluate benefits and impacts to SHIP priority populations *(people 60 or older, children, and people with low incomes or others experiencing a health disparity)*
- Direct and manage any consultant hired to work on the project

Public engagement

- City staff will work with the Dakota County Physical Development Division (DCPDD) and Public Health Department leads to prepare a public engagement plan. The project will include engagement of key stakeholders, including
    - Residents
    - Representatives of SHIP priority populations
    - Dakota County
- At least 1 meeting with the West St. Paul City Council will be held on the topic
- The City will acknowledge funding and support from the Dakota County Public Health Department and the Statewide Health Improvement Partnership in the final documents, open houses, public materials, public meetings and news releases. This will be done by either including the SHIP and County Logos and/or the following language *"Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health and the Dakota County Public Health Department"*

Anticipated non-motorized transportation strategies to be evaluated

- Evaluation of trail improvements and road crossing improvements to improve safety for pedestrians and cyclists on Oakdale Ave. and Thompson Ave.
- Integration of trail and sidewalk connections to the City and County networks

Report on strategy outcomes (ongoing throughout the contract period)

- The City's project lead (or other city representative) will provide a brief project update at the Active Living Dakota County meetings throughout the contract period
- City staff will contribute to nominal evaluation and reporting as required by the Minnesota Department of Health
- City staff will collect stories, quotes, photos, and comments of and about people who would be affected by improvements
- City staff will submit a summary of public engagement activities and comments at project completion
- City staff will submit an electronic (pdf) copy of the final report at project completion

Communication with DCPDD staff (ongoing throughout contract period)

- The City's project lead will check in with Dakota County Physical Development Division (DCPDD) staff regularly (at least monthly) to communicate progress on the project
- The City's project lead will copy the DCPDD lead on important email communications
- DCPDD staff will share information with Public Health staff who will communicate with MDH

DCPDD Staff will provide the following project support

- Provide input and feedback regarding the project
- Provide necessary data and information to conduct the work as available

Timeline

- Project kickoff by January 30, 2020
- Meeting with City Council by June 1, 2020
- Completion by July 31, 2020
- Adoption, acceptance or other City Council action before August 30, 2020
- Delivery of final study report to DCPDD by September 18, 2020

Active Living Dakota County

Statewide Health Improvement Partnership (SHIP) Application for Local Funding

Deadline: 12 p.m. Friday September 13, 2019

Active Living Dakota County (ALDC) is pleased to announce an opportunity for cities to apply for 2019 - 2020 Local Funding. These funds are made available through the Statewide Health Improvement Partnership (SHIP), which strives to help Minnesotans lead longer, healthier lives by preventing the chronic disease risk factors of poor nutrition and physical inactivity. The active living and healthy eating portion of Dakota County's SHIP grant focuses on using policy, systems and environmental changes to increase physical activity and consumption of healthy foods.

Funding is competitive and award amounts may vary, however, past funding amounts have typically been $10,000-$30,000 and should not exceed $35,000. ALDC anticipates funding up to 4 projects 2019-2020.

Dakota County staff will provide technical assistance throughout these projects. In addition, staff will connect selected applicants with regional experts on active living and healthy food access.

Active Living

Active living integrates physical activity into daily routines such as walking or bicycling for recreation, occupation, or transportation. Active Living policies and practices in community design, land use, site planning, and facility access have proven effective to increase levels of physical activity.

Priority SHIP activities are:

- **Active living assessment** that includes a baseline assessment of active living opportunities in the community. Assessment activities could include review of current city comprehensive plan and relevant city policies, identifying gaps in access or service.

Definitions and Examples

Policy change - standards or guidelines that can be formal or informal. For example, updating or creating a policy regarding use of outdoor space for group and individual physical activity.

System change - rule changes that impact processes. For example, collaborate with or collect input from community organizations to streamline a farmer's market permitting process.

Environmental change - a physical or material change. For example, conducting a walk or bikeability assessment and implementing changes into a capital improvement plan or transportation plan.

Targeted populations - includes people 60+, children, low income, and diverse populations.

- **Master plans and feasibility studies** that provide a framework to increase access to safe walking and bicycling options
    - Safe Route to School plans
    - Bicycle and Pedestrian Master Plans
    - Trail feasibility studies
- **Complete streets policies**

Healthy Food Access

Heathy food access is improving people's access to healthier foods such as fresh fruits and vegetables, as opposed to less healthy foods high in saturated fats, sodium, and added sugars. These dietary behavior changes together have the greatest impact towards improving the risk factors most related to the leading causes of death and disability (obesity, high blood pressure, and high cholesterol).

Priority SHIP activities are:

- **City comprehensive plans** that include healthy food access as an important component of local governments' overall infrastructure, land use, zoning, and transportation planning
- **Healthy food access assessments** which include a baseline assessment of healthy food access, review of comprehensive plan, and identifying gaps in your city's current food access (e.g. locations of fresh food markets, SNAP/WIC eligible stores, farmers markets) and other analysis that goes beyond the community's 2015 Food System Policy Analysis done by the Public Health Law Center
- **Land Use and zoning regulations** that support healthy food access
- **Farmland preservation, community-based agriculture, and pollinator policies**

Community Engagement

Community engagement is public participation that involves groups of people in problem-solving and decision making processes. Funding is available to develop and implement community engagement, with an emphasis on healthy food access and active living. The engagement should emphasize participation from target populations of seniors, diverse groups and low income populations. Examples include community meetings, key informant interviews, focus groups, temporary demonstration projects, and walkability workshops. Engagement can be for a short-term project or more robust as part of a large City project (Ex., comprehensive plan, road project, small area study, etc.).

Infrastructure and Equipment

There are few instances of qualified infrastructure under SHIP guidelines. However, allowable expenses include, but are not limited to paint for bike lanes or crosswalks, and trail wayfinding signage.

Eligibility

Dakota County and cities in Dakota County are eligible to apply for local funding to increase active living and healthy eating.

All projects must meet the following minimum criteria:

- All projects must have the ability to be started by November 30, 2019 and be scheduled for final delivery/completion by October 31, 2020 or have additional funding secured to complete the project beyond this date. Projects may be partitioned to meet the completion deadline, i.e. SHIP funding pays for a particular component that will be completed by October 31, 2020, while the larger project will continue beyond the deadline.
- Funding requests can be up to $35,000 per project.
- Must provide a 10% match (cash or in-kind).
- Must be a city-county partnership. For example, integrating health into the city's comprehensive plan; a trail feasibility study must be connected to a county road or regional/county park, trail or greenway.
- Must be consistent with SHIP goals, direction, and eligible expenses. More information in the *SHIP 4 Implementation Guide*: http://www.health.state.mn.us/healthreform/ship/docs/ship4/ActiveLiving.pdf; http://www.health.state.mn.us/healthreform/ship/docs/ship4/Healthy-Eating.pdf

Projects that meet the minimum criteria will be scored according to criteria below	Weight
1. How the project addresses SHIP requirements (*including community engagement*)	25%
2. Consistency with city and County plans, such as comprehensive plans	15%
3. Benefit to target populations *(people 60 or older, children, people with low incomes or others experiencing a health disparity)*	10%
4. Location *(proximity to target populations)*	15%
5. City wide or regional value	10%
6. Number of overall residents who will benefit	10%
7. Leverage *(enhance an already existing program or leverage additional funds)*	5%
8. Local match *(funding or in-kind resources)*	5%
9. Enduring value *(community, political, and institutional support, expected life, who will own and maintain the project)*	5%

Schedule

Activity	Date
Local Funding Grants Application Distributed	**July 25, 2019**
Grant Applications Due	**September 13 (Friday), noon**
Application Review Committee Meets	**September 18 or 19**
County Board Approves Grant Recipients; funding will be available once contracts are signed	**October 15, 2019**
Projects started – consultant under contract	**November 30, 2019**
Completion Deadline - All Grant Projects	**October 31, 2020**

Application

Does the project meet minimum eligibility criteria as far as you know? Describe any unusual circumstances regarding schedule or eligibility below.

Yes, this project proposal meets the minimum eligibility criteria.

Basic information

Organization or City: City of West St. Paul

Contact Person: Ben Boike

Contact Email: bboike@wspmn.gov

Contact Phone: 651-552-4134

Project Name (one line or less): Thompson/Oakdale Trail Feasibility Study

Project Funding Request: $30,000

Project narrative

Concisely describe the project in 1 page or less. This should give reviewers a good idea of what you're proposing but not get too specific. This section is not scored; it will form reviewers' general understanding of the project.

Be sure to articulate the following:

1. How the project will encourage active living and/or healthy food access.
2. How the project will increase health equity in Dakota County.
3. Describe how the project is a city-county partnership.
4. Attach maps or figures to illustrate the project, if applicable (not counted against your page limit).

Thompson/Oakdale Trail Feasibility Study – Project Narrative

This grant would be utilized to complete a feasibility study to analyze the optimal sidewalk/trail options on both Thompson Ave (from Robert St over to Oakdale Ave) and Oakdale Ave (from Wentworth Ave up to Butler Ave). Both of these roads presently serve as primary collector streets in West St. Paul going east-west and north-south, respectively; while these roads serve many of the West St. Paul residents, there are little or no existing off-street bicycle/pedestrian facilities in place.

As a part of the proposed feasibility study, the following would be performed: a review of the existing facilities and the overall condition of said facilities, if applicable, also reviewing items such as typography, utilities, etc., the preparation and presentation of possible issues and opportunities within the project, a full exploration of treatment options, including safe crossings, the development and testing of multiple feasibility criteria, an overall recommendation for a preferred option, and the preparation of a planning level cost estimate including concept graphics/images.

The proposed connections would benefit both the City and the County, as well as utilize the existing partnership to install/complete segments that are outlined in the West St. Paul Bicycle and Pedestrian Plan as well as the Dakota County River to River Trail.

The continuation/installation of trail and sidewalk on both segments will provide additional connections for a large population to various amenities as well as necessary facilities and services, such as the regional trail system, local and regional parks, transit, schools, multiple areas of employment, and regional commerce.

Scored criteria

Each eligible project will be evaluated on the following criteria, weighted by the percent listed to arrive at a composite score.

1) Alignment with SHIP strategies and priority activities (25%)

Describe how this project addresses SHIP strategies and priority activities related to active living and/or healthy eating.

The proposed project would produce a feasibility study analyzing sidewalk/trail installments/improvements along two of West St. Paul's primary collector roads, Thompson Ave and Oakdale Ave.

The segments included in this project abut many different properties, including multi-family. These two segments alone, abut over 300 residential units; and would offer additional modes of transportation that are not presently available, for recreational activities such as walking, biking, rollerblading, etc., as well as the more compulsory items such as grocery shopping (at the soon to be constructed HyVee), work (at any of the numerous business along Robert St), or religious observation (at either St. George or St Croix churches).

It is estimated that the River to River trail system will attract 123,000 annual users once the trail meets regional standards. In addition, the River to River trail connects to the much larger regional trail system allowing users to connect to a large portion of Dakota County as well as adjacent counties. A completed trail system will provide local and regional populations increased access to daily physical activity, accommodating walking, biking, roller blading, etc. and promote active living.

Describe the project's community engagement approach, including how you will engage SHIP target populations (people 60 or older, children, people with low incomes or others experiencing a health disparity).

As a part of the community engagement of this project, the City will reach out, seek feedback, and help to educate apartment complex managers, property owners, and business owners about the proposed study/project. The City presently holds monthly meetings with apartment managers to discuss on-going issues and provide regular updates. In addition, the City will also publish all data and information pertaining to the study/project to solicit additional feedback, engage the residents and business owners, and create citizen project buy-in.

2) Plan consistency (15%)

Identify any plans that call specifically for the project you're proposing. Plans can be at the state, regional, county, city or area level.

The 2040 Comprehensive Plan calls for increased density to allow for a growing population. This in turn will encourage improving existing infrastructure, current facilities, and the construction of new avenues for bicycle and pedestrians as well as other modes of transportation.

The West St. Paul Bike/Ped Plan as well as the 2030 Comprehensive Plan call for a policy for the development of a citywide system of bike and pedestrian trails/sidewalks and facilities that are functional, attractive, safe, and accessible for all users

The December 2018 Dakota County Ped/Bike Study identified both Thompson Ave and Oakdale Ave as high priority trail gap segments for both pedestrian and bicycle gaps (see attached).

3) Benefit to target populations (10%)

Describe how the project will benefit and advance health equity for target populations (people 60 or older, children, people with low incomes or others experiencing a health disparity) by creating or enhancing opportunities for physical activity through active living and/or creating or enhancing opportunities for healthy eating.

The City of West St. Paul has a very large senior population that would be better able to utilize any of the various amenities located along the two segments:

- St. Croix Lutheran Church
- St. George Church
- Carousel Apartments (58 units)
- Real Life Cooperative 55+ (97 units)
- Memory Care/Assisted Living (Brook Dale WSP – 18 Units)
- Oaks of WSP Apartments (132 Units)
- HyVee Grocery Store

As demonstrated in the list above, there are several multi-family housing buildings in this relatively small area, each offering options for different income levels and family sizes. Typically, multi-family housing supports a large percentage of both senior and youth populations.

Also, with the coming construction of the HyVee grocery store, this will offer additional connections to their fresh produce options that might otherwise be unavailable. Recently, HyVee has joined the Healthy Retailer Network (see attached for more info). This program offers a card that provides instant savings on fresh produce and other healthy foods when scanned at the checkout register. This is yet another incentive for healthy living and eating habits in a convenient, close location.

Implementing trail/sidewalk on these primary corridors and creating connections to the regional trail system will create additional opportunities for active living for the above listed target populations. In fact, according to the 2018 Dakota County Ped Bike Demand Analysis (see attached) West St. Paul has some of the highest demand for pedestrian and bicycle facilities in the County.

4) Location — Proximity to target population (15%)

Describe the number of SHIP priority residents in the project area (people 60 or older, children, people with low incomes) and either.

According to the 2018 Dakota County Ped Bike Study, specifically the demand analysis, the City of West St. Paul has a high demand for pedestrian and bicycle infrastructure. The determination for demand is based around several factors, such as population and employment density, concentrated areas of young children and older adults, proximity to schools, and households without access to a personal vehicle. All of which are in close proximity to the proposed study area.

5) City-wide or regional value (10%)

Describe how your project will benefit the city and/or the region. Is your project encouraging policy change in the comprehensive plan update? Is your project connected to an existing or future facility of regional significance? Examples include regional greenway corridors, county or state highways, regional parks, regional commercial districts and community centers, city comprehensive plan that integrates health into the vision, goals and policies.

The proposed implementation/creation of sidewalk/trail on Thompson and Oakdale Avenues would create links to a regional greenway (the River to River Trail), county and state highways (Oakdale and Thompson are county highways, and Robert St is a state highway), regional and local parks (Thompson County Park and Kaposia Park), regional commercial districts (Robert St). All of these connections would benefit the residents of West St. Paul and Dakota County.

6) Number of overall residents who will benefit (10%)

Estimate the number of overall residents (target population and general population) who will benefit from this project and explain why. If your project does not include a spatial element, please state how many residents overall will benefit from the project and how.

As previously mentioned, the proposed study area is directly adjacent to over 300 existing residential units, along with a proposed 153-unit apartment building that is currently under review.

In total this would equate to 458 multi-family units, which in terms of population (with an average of 2.5 residents per household) would translate to nearly 1,150 residents in multi-family housing alone. When combined with the 75+ single family homes that are directly adjacent to the proposed roads, this project would benefit over nearly 1,350 residents. Simply stated, the proposed study area would benefit a large portion of the West St. Paul population.

In addition to the individuals that live directly adjacent to the study area, the improved pedestrian and bicycle connections would allow for enhanced access to many nearby local and regional destinations, such as Robert St., which serves as a major regional shopping/business area for the northern portion of Dakota County.

7) Leverage (5%)

Identify how your project will add to an already programmed project, leverage additional funds, be used as a match for a grant, or otherwise will add value.

The City and Count have both identified these segments as critical gaps in the trail/sidewalk system. Several different adjacent active living projects are either currently being funded or are scheduled to be funded. Projects such as the Marie/Oakdale Ave Trail improvements (2.9 million dollars of partnered funding), Wentworth Ave Trail and center median improvements ($984,000 in Federal Grant money for the trail and $71,000 for the median), Livingston reconstruction ($155,000 worth of sidewalk), and the communal 2.9 million dollars put toward the River to River system.

Clearly, the City Council has identified parks and trails as a priority moving forward. In addition, both the Park & Recreation Committee and Public Works Committee have identified both segments as top priorities and fully support this application to complete a feasibility study.

The proposed feasibility study will help leverage federal TAP dollars to implement trail and/or sidewalk for the listed segments similar to the Marie/Oakdale project currently under construction.

8) Local match (5%)

Describe how you will meet the 10% match requirement. Specify the anticipated amount in dollars and briefly explain the sources (i.e. staff time, cash match, etc.)?

The City will provide the required 10 percent match with cash. In addition, City Staff will lead the project.

9) Enduring value (5%)

What is the expected life of your project outcomes?

The feasibility study is the first step in implementing trail and/or sidewalk on Thompson Ave and Oakdale Ave. Staff anticipates that the completed study will assist in obtaining federal TAP dollars for implementation. Once implemented, trail and/or sidewalk will provide a safe off-street facility for target populations for 30 plus years to connect to needed services and recreational opportunities.

City staff will ensure follow through on the project, and continue to explore funding options for implementation, including discussion of city-wide assessments for trail and sidewalk construction.

How will it benefit residents long-term?

Detailed in previous question, see above.

Who will own and maintain project outcomes or ensure follow-through on the project? Or, what community, political, or institutional support do you expect for your project outcomes?

The City of West St. Paul will be the project lead in coordination with Dakota County Planning.

Process

Shortly after the September 13, 2019 deadline, a multi-disciplinary/jurisdictional selection committee made up of County, City, Minnesota Department of Health representatives, and others will review proposals. Proposals found eligible will be scored for each criterion and compared with other projects for relative merit. The review committee may request clarification from applicants before making its decisions.

The review committee will recommend projects worthy of funding for the 2019 - 2020 funding years. County staff will then recommend projects to the Dakota County Board of Commissioners in October. Successful applicants will be notified, pending final approval by the County Board.

Contact

David Kratz david.kratz@co.dakota.mn.us, (952) 891-7146, or
Lil Leatham lil.leatham@co.dakota.mn.us (952) 891-7023.

Review Committee

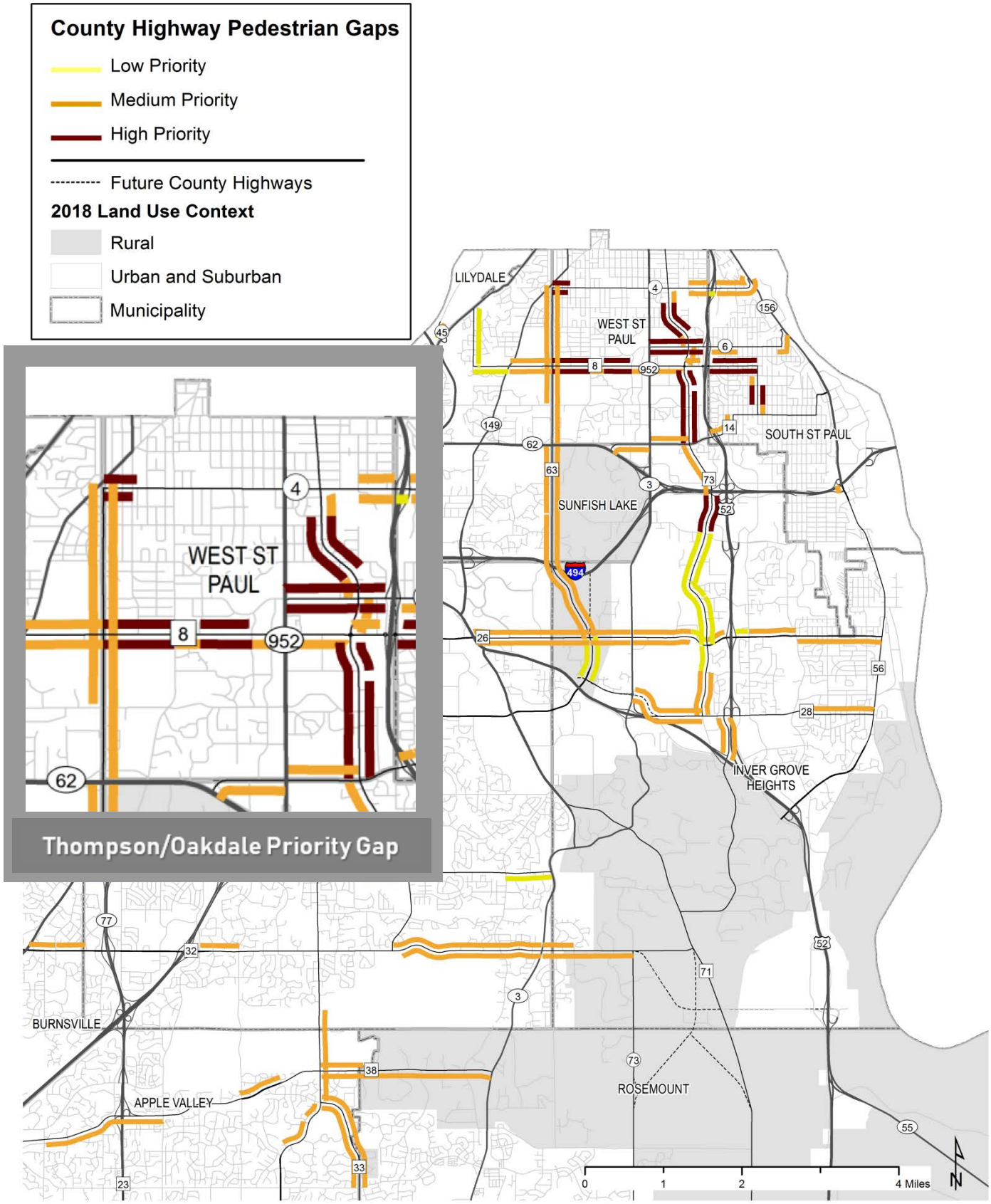
Please contact David Kratz david.kratz@co.dakota.mn.us if you would like to participate on the review committee. Members will be asked to review and score applications and attend one meeting in on September 18 or 19. Total time commitment is approximately 8 hours; 5 hours to review and 3 hours to meet.

Submission

Please submit applications electronically to David Kratz by 12 pm (noon) September 13 (Friday), 2019.

Pedestrian Gap Maps

Figure C1 Map A Pedestrian Gaps: Mendota, Mendota Heights, Lilydale, West St. Paul, South St. Paul, Sunfish Lake, Eagan, Inver Grove Heights



High Priority Trail Gaps

Thompson Ave/County Rd 6 #2

West St. Paul

This two-thirds mile dual trail gap extends from Robert St (TH 952) to Waterloo Ave. This gap is crucial to making Thompson Ave a viable route for bicyclists and pedestrians travelling from South St Paul to the center of the Robert St commercial corridor.

US 52 is a formidable barrier to travel between West St Paul and South St Paul. North of Thompson Ave, the next road crossing is Butler Ave, which only has sidewalk. South is Wentworth Ave, which does not have any trail or sidewalk in South St Paul. One mile south of Thompson Ave is Mendota Rd, which has a single sidewalk. Of the four County roads crossing this two mile stretch of US 52, not one road has continuous trail that South St Paul residents can use to reach the Robert St regional commercial corridor.

Pedestrian Demand Criteria (1-10 scale)

Population	6	Transit	7
Employment	10	RBTN	0
Shopping and Services	10	Road Lanes	0
Households without Vehicles	10	Speed Limit	2
Schools	2	Traffic Volume	8
Old and Young Population	9		

Additional Information

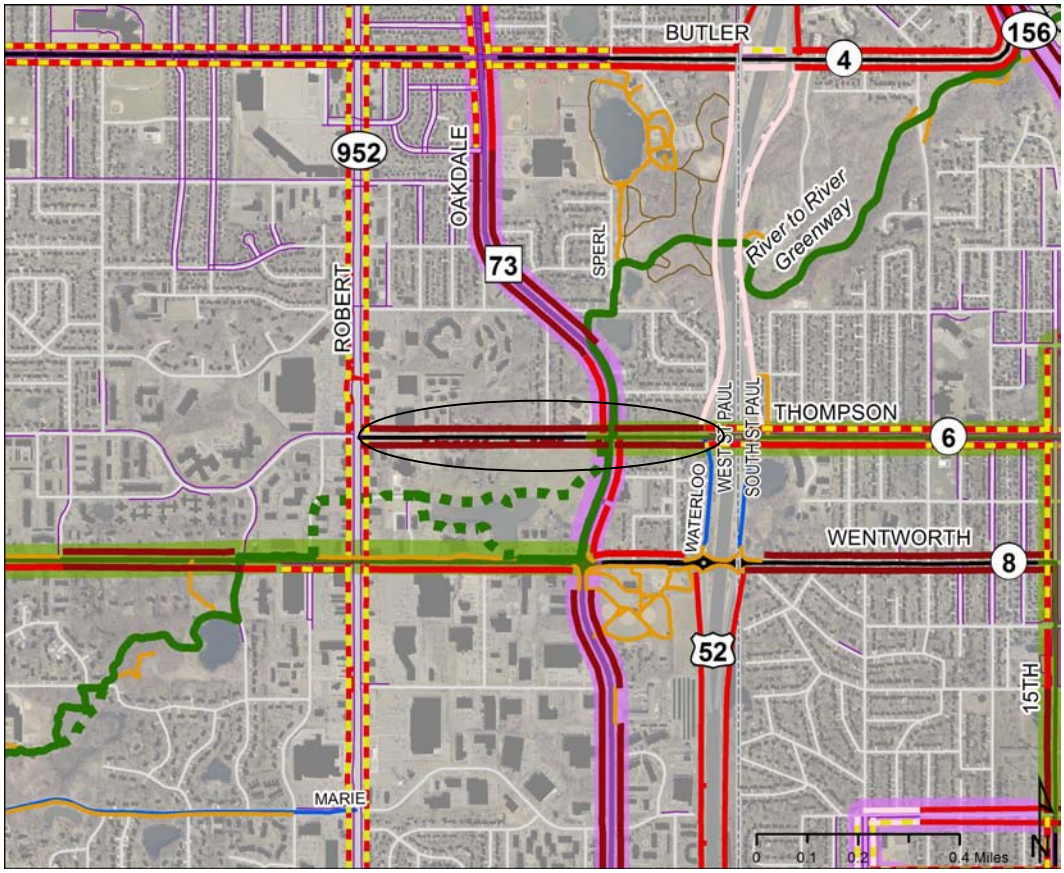
ROW Width	60’ - 80’
Shoulder Width	Parking lanes
Rural/urban section	Urban
Transit	62, 68, 75, 452

Trail Gaps
- Low priority
- Medium priority
- High priority
- Bicycle gap (existing sidewalk)

Bicycle/Pedestrian System
- Open Greenway
- Planned Greenway
- Multi Use Trail
- Bike Lane
- Sidewalk

Regional Bicycle Transportation Network
- Tier 1 Corridor Centerline
- Tier 2 Corridor Centerline
- Tier 1 Alignment
- Tier 2 Alignment

- Building Footprint
- Municipal boundary
- Future County highway



Dakota County Physical Development Division
Office of Planning
Western Service Center
14955 Galaxie Ave, Apple Valley, MN, 55124
(952) 891-7000 www.co.dakota.mn.us

High Priority Trail Gaps

Oakdale Ave/CSAH 73

#3

West St. Paul

This 0.6 mile dual gap extends from the River to River Greenway to Butler Ave. Once a trail is constructed on the east side of Oakdale from Mendota Rd to Wentworth Ave in 2019, this will be Dakota County's only dual trail gap on an RBTN Tier 1 Alignment.

The dual gap hinders access to the River to River Greenway and the greater greenway and parks system for residents living north of Emerson Ave, which includes the Carousel Apartments. W St Paul also plans to actively pursue developing the Thompson Oaks Golf Course, which would place additional demand for trail along Oakdale Ave.

The RBTN recognizes the importance of Oakdale Ave. Robert Street's reconstruction only built sidewalks, leaving Oakdale Ave, Charlton St, and Delaware Ave as the only cyclist-accommodating roads that run the length of the city. One mile west of Oakdale, Charlton St has bike lanes planned. This leaves Oakdale Ave as the only north-south bicycle route east of the Robert St regional commercial corridor.

Pedestrian Demand Criteria (1-10 scale)

Population	8	Transit	8
Employment	3	RBTN	10
Shopping and Services	3	Road Lanes	0
Households without Vehicles	10	Speed Limit	0
Schools	3	Traffic Volume	7
Old and Young Population	6		

Additional Information

ROW Width	66', 72'
Shoulder Width	Parking lanes
Rural/urban section	Urban
Transit	62, 68, 75 on Robert St

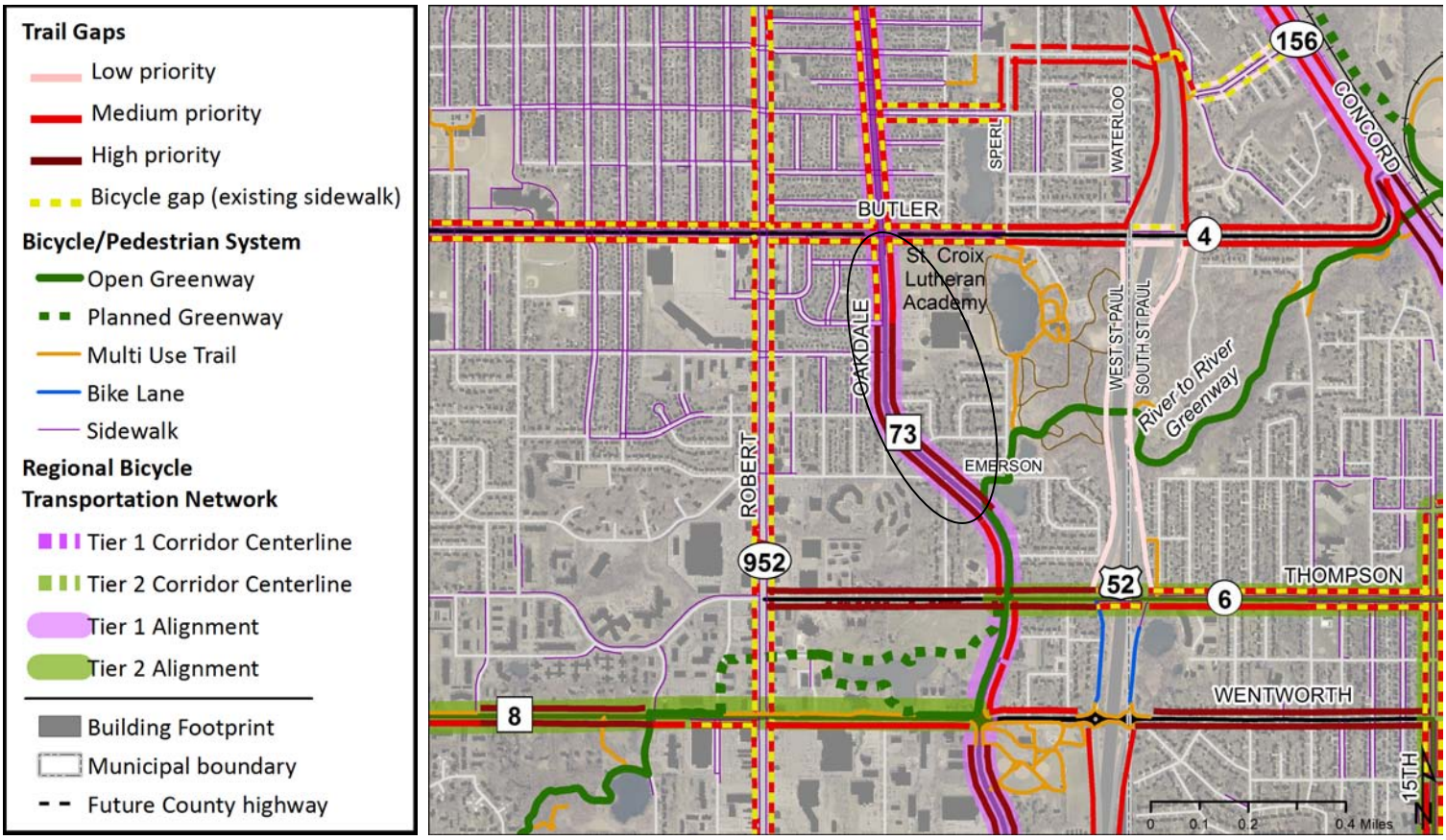


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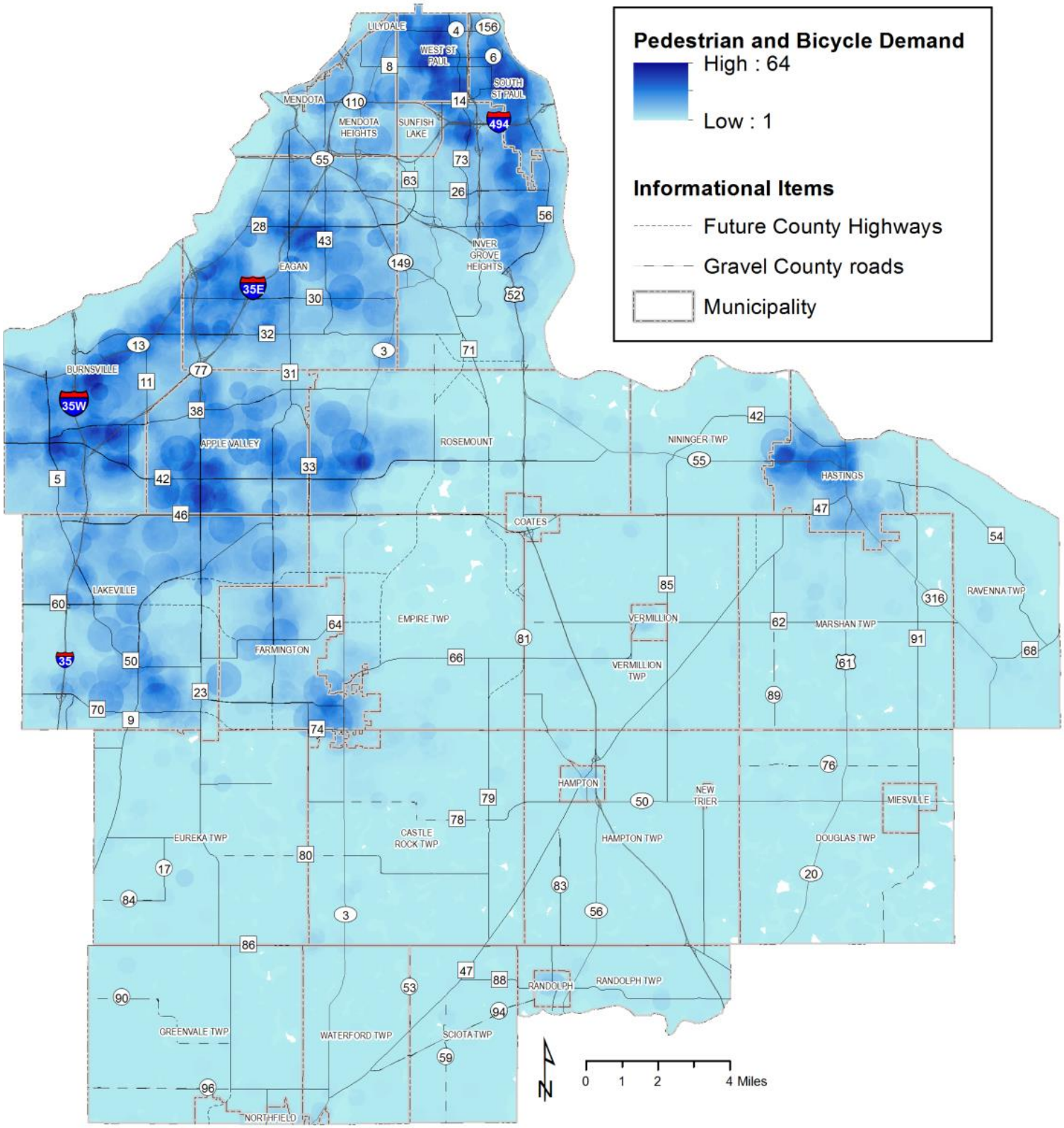
Figure 1-4: Pedestrian and Bicycle Demand Analysis



HY-VEE JOINS HEALTHY SAVINGS® RETAILER NETWORK

Minneapolis, MN (March 25, 2019) – Healthy Savings, the healthy lifestyle program focused on improving diets, today announced that members can now use their Healthy Savings cards at all Hy-Vee stores across the Midwest. The program offers instant savings on fresh produce and other healthier food staples at grocery store checkout.

The Healthy Savings program, sponsored by individual employers and health plans across the nation, offers instant discounts on a variety of healthy food choices at the checkout for participating customers. Members of the Healthy Savings program receive information and

enrollment instructions from their employer or health plan and scan their membership card or mobile app at checkout for instant savings.

The program is available at all participating Hy-Vee locations in Iowa, Illinois, Kansas, Minnesota, Missouri, Nebraska, South Dakota and Wisconsin. Hy-Vee joins the growing network of more than 14,000 stores nationally that are offering discounts for the millions of customers qualified for the program.

"Hy-Vee is a trusted brand that supports healthy lifestyles. We believe this program is one more tool the grocer can offer to help customers who want to make healthy choices," said Chad Kelly, Chief Marketing Officer of Solutran, the company behind Healthy Savings.

Healthy Savings is sponsored by health plans and individual employers across the United States. The technology behind the program is powered by the S3 Solutions Suite™ developed by Solutran, Inc., a Minnesota-based FinTech company.

About Healthy Savings®

Healthy Savings is a high-engagement, national health & wellness program helping health insurers, employers, government entities and nonprofits make healthier foods more affordable. Partnering with over 14,000 brands and stores, Healthy Savings allows members to save over $50 weekly on healthier foods without having to clip, print or download coupons. Our mission is to improve the way America eats. The platform behind the Healthy Savings program is Solutran's S3™ technology. Learn more at **TryHealthySavings.com** and follow us on **LinkedIn**.

About Hy-Vee

Hy-Vee, Inc. is an employee-owned corporation operating more than 245 retail stores across eight Midwestern states with sales of $10 billion annually. The supermarket chain is synonymous with quality, variety, convenience, healthy lifestyles, culinary expertise and superior customer service. Hy-Vee ranks in the Top 10 Most Trusted Brands and has been named one of America's Top 5 favorite grocery stores. The company's more than 80,000 employees provide "A Helpful Smile in Every Aisle" to customers every day. For additional information, visit **www.hy-vee.com**.

MINNESOTA DEPARTMENT OF HEALTH
MASTER GRANT CONTRACT
FOR COMMUNITY HEALTH BOARDS

THIS MASTER GRANT CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Minnesota Department of Health ("STATE") and Dakota County Community Health Board ("GRANTEE"), an independent organization, not an employee of the State of Minnesota, address: 1 Mendoata Rd. W., Suite 410, West St. Paul, MN 55118.

1. Under Minnesota Statute §144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. The STATE and the GRANTEE anticipate entering into project agreements with respect to one or more individual grant projects.
3. The STATE and the GRANTEE wish to streamline the project agreements for individual grant projects by incorporating by reference the provisions of this master grant contract.

NOW, THEREFORE, it is agreed:

1. *TERM OF AGREEMENT.*

1.1. Effective Date. This master grant contract shall be effective on January 1, 2015, or the date the STATE obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later. **The Grantee must not begin work until the STATE'S Authorized Representative has notified the Grantee that work may commence.**

1.2 Expiration Date. December 31, 2019. The STATE will enter into project agreements with the GRANTEE for individual grant programs and responsibilities within this aforementioned time frame. The expiration of this master grant contract is not subject to appeal.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this master grant contract: 7. Liability, 8. State Audits, 9. Data Practices Act, 10. Ownership of Materials and Intellectual Property Rights, 12. Jurisdiction and Venue, and 13. Disputes.

1.4 Conflict of Terminology: If any term, condition, or provision of this master grant contract is contradictory to or in conflict with any similar term, condition, or provision of a project grant agreement, then the term, condition, or provision of the project grant agreement shall take precedent and control.

2. *GRANT REQUIREMENTS.* Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to GRANTEE, site visits of the GRANTEE, programmatic monitoring of work performed by the GRANTEE and program evaluation. The GRANTEE will not be paid for work that the State deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

3. *TRAVEL EXPENSES.* The GRANTEE will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the STATE'S prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4. *TERMINATION.*

4.1 Termination by the State or Grantee. The STATE or GRANTEE may cancel this master grant contract at any time, with or without cause, upon thirty (30) days written notice to the other party.

4.2 Termination for Cause. If the GRANTEE fails to comply with the provisions of this master grant contract, the STATE may terminate this grant contract without prejudice to the right of the STATE to recover any money

previously paid. The termination shall be effective five business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.

4.3 Effect of Termination. If either the GRANTEE or the STATE exercises it respective right to terminate this master grant contract, with or without cause, or if this master grant contract is otherwise terminated, any individual project grant agreement which incorporates the terms and conditions of this master grant contract shall also be terminated as of the date this master grant contract terminates.

5. *ASSIGNMENT.* GRANTEE shall not assign or transfer any rights or obligations under this master grant contract without the prior written consent of the STATE.

6. *AMENDMENTS.* Any amendments to this master grant contract shall be in writing, and will not be effective until the amendment has been fully executed by the same parties who executed the original of this master grant contract, or their successors in office.

7. *LIABILITY.* Each party shall be responsible for its own acts and behaviors and the results thereof. The liability of the GRANTEE is governed by Minnesota Statutes chapter 466 and other applicable laws. The Minnesota Tort Claims Act, Minnesota Statues section 3.736, and other applicable laws govern the STATE'S liability.

8. *STATE AUDITS.* Under Minnesota Statutes section 16B.98, subdivision 8, the GRANTEE'S books, records, documents, and accounting procedures and practices of the GRANTEE, or any other relevant party or transaction, are subject to examination by the STATE, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this master grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

9. *GOVERNMENT DATA PRACTICES AND DATA DISCLOSURE.*

9.1 Government Data Practices. The GRANTEE and the STATE must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the STATE under individual grant project agreements, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under individual grant project agreements. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by either the GRANTEE or the STATE.

10. *OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS*

This clause 10 shall not apply to any grant projects involving the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Program and the Title V Maternal and Child Block Grant.

10.1. Except as otherwise required by Minnesota or Federal law, the GRANTEE shall own all rights, title and interest in all of the materials conceived or created by the GRANTEE, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of individual grant project agreements, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

The STATE agrees to, and hereby does, assign all rights, title and interest it may have in the MATERIALS to the GRANTEE. The STATE shall, upon request of the GRANTEE, execute all papers and perform all other acts necessary to transfer or record the GRANTEE'S ownership interest in the MATERIALS.

10.2. GRANTEE represents and warrants that MATERIALS produced or used under individual grant project agreements do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. GRANTEE shall indemnify and defend the STATE, at GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or parts of the MATERIALS infringe upon the intellectual property rights of another. GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this master grant contract, individual grant project agreements and amendments and supplements thereto, which are attributable to such

claims or actions. If such a claim or action arises, or in GRANTEE'S or the STATE'S opinion is likely to arise, GRANTEE shall at the STATE'S discretion either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS as necessary and appropriate to obviate the infringement claim. This remedy of the STATE shall be in addition to and shall not be exclusive of other remedies provided by law.

10.3. The GRANTEE hereby grants to the STATE a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform, and otherwise use the MATERIALS for any and all purposes, in all forms and manners that the STATE, in its sole discretion, deems appropriate. The GRANTEE shall, upon the request of the STATE, execute all papers and perform all other acts necessary, to document and secure said right and license to the MATERIALS by the STATE. At the request of the STATE, the GRANTEE shall permit the STATE to inspect the original MATERIALS and provide a copy of any of the MATERIALS to the STATE, without cost, for use by the STATE in any manner the STATE, in its sole discretion, deems appropriate.

11. *WORKER'S COMPENSATION.* The GRANTEE certifies that it is in compliance with Minnesota Statute, §176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE'S employees and agents will not be considered STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the STATE'S obligation or responsibility.

12. *JURISDICTION AND VENUE.* This master grant contract and the project grant agreements, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. To the extent litigation is not prohibited by section 13 of this master grant contract, venue for all legal proceedings arising out of this master grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. *DISPUTES.* Any dispute shall be decided by the STATE'S Authorized Representative for the particular grant project agreement that the dispute concerns. The STATE'S Authorized Representative will be identified in each grant project agreement between the STATE and GRANTEE. If GRANTEE is dissatisfied with the decision of the STATE'S Authorized Representative, GRANTEE'S sole and exclusive remedy is an administrative hearing before an administrative law judge under the contested case procedures of the Minnesota Administrative Procedure Act, Chapter 14 of the Minnesota Statutes. Pursuant to Chapter 14, the administrative law judge shall make a report to the Minnesota Commissioner of Health, who shall make the final decision on the contested case. If GRANTEE wishes to request an administrative hearing, GRANTEE must request a hearing in a writing received by the STATE within 30 calendar days after the GRANTEE'S receipt of the decision of the STATE'S Authorized Representative. The decision of the Minnesota Commissioner of Health shall be subject to judicial review as provided in the Minnesota Administrative Procedure Act at Minnesota Statutes, §14.63 to 14.69.

14. *OTHER PROVISIONS*

A. Contractor Debarment, Suspension And Responsibility Certification
Federal Regulation 45 CFR 92.35 prohibits the STATE from purchasing goods or services with federal money from parties who have been suspended or debarred by the federal government. A party may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the federal government expects the STATE to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this master grant contract, GRANTEE certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency; and
2. Have not within a three-year period preceding this grant contract: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any

federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant contract are in violation of any of the certifications set forth above.

B. Audit Requirements

1. If the GRANTEE expends total federal assistance of $500,000 or more per year, the GRANTEE agrees to (1) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133; and (2) to comply with the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133.

2. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Government Organizations, Programs, Activities, and Functions."

3. The audit report shall state that the audit was performed in accordance with the provisions of OMB Circular A-133 (or A-110 as applicable).

4. The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The federal government has approved the use of the audit guide.

5. In addition to the audit report, the GRANTEE shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

6. The GRANTEE agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to GRANTEE'S records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133.

7. Subcontractors of federal financial assistance from GRANTEE are also required to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133.

8. The Statement of Expenditures form can be used for the schedule of federal assistance.

9. The GRANTEE agrees to retain documentation to support the schedule of federal assistance for at least four years.

10. The GRANTEE agrees to file required audit reports with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, within six months of the grantee's fiscal year end.

    OMB Circular A-133 requires recipients of more than $500,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

    Bureau of the Census
    Data Preparation Division
    1201 East 10th Street
    Jeffersonville, Indiana 47132
    Attn: Single Audit Clearinghouse

C. Drug Free Workplace
GRANTEE agrees to comply with the Drug-Free Workplace Act of 1988, as implemented at 34 CFR Part 85, Subpart F.

D. Lobbying
The GRANTEE agrees to comply with the provisions of United States Code, Title 31, Section 1352. The GRANTEE must not use any federal funds to pay any person for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

E. Equal Employment Opportunity
GRANTEE agrees to comply with the Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by regulations at 41 CFR Part 60.

F. Cost Principles
The GRANTEE agrees to comply with the provisions of OMB Circular A-21, A-87 or A-122 regarding cost principles for administration of this grant award.

G. Rights to Inventions – Experimental, Developmental or Research Work
The GRANTEE agrees to comply with 37 CFR, Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

H. Clean Air Act
The GRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

I. No Smoking
With respect to facilities over which the GRANTEE has control, the GRANTEE shall comply with the Minnesota Clean Indoor Air Act.

J. No Conflict of Interest
The GRANTEE hereby assures that no interest exists, directly or indirectly, which could conflict in any manner or degree with the GRANTEE'S performance of services required to be performed under this master grant contract or individual project grant agreements.

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

APPROVED:

1. GRANTEE:
GRANTEE certifies that the appropriate person(s) have executed this master grant contract on behalf of the GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)	
Title: Public Health Director	
Date: 9-24-2014	

By (authorized signature)	
Title:	
Date:	

2. STATE AGENCY:
Master grant contract approval as required by Minnesota Statutes §§16A.15 and 16C.05.

By (authorized signature)	
Title: Contract & Grant Coordinator	
Date: 10/2/14	

Approved as to form:

Suzanne W. Schroder 9-23-14
Assistant County Attorney/Date

File No. KS-14-310

IFAS#: GR00700

EXHIBIT E
INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than $500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

☒ 2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least $1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed $25,000 each occurrence.

☒ Such policy(ies) shall name DAKOTA COUNTY, its officers, employees and agents as Additional Insureds thereunder.

☒ 3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least $1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed $25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for DAKOTA COUNTY hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of DAKOTA COUNTY's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of DAKOTA COUNTY's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise DAKOTA COUNTY of any intended or pending change of any Professional Liability insurers or policy forms, and provide DAKOTA COUNTY with all pertinent information that DAKOTA COUNTY may reasonably request to determine compliance

with this section; and (b) immediately advise DAKOTA COUNTY of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of DAKOTA COUNTY.

☒ 4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least $1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

☒ Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include DAKOTA COUNTY, its officers, employees and agents as Additional Insureds thereunder.

☒ 5. Additional Insurance. DAKOTA COUNTY shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as DAKOTA COUNTY may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

☒ 6. Evidence of Insurance. Contractor shall promptly provide DAKOTA COUNTY with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide DAKOTA COUNTY with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the DAKOTA COUNTY Certificate of Insurance, or in such other form as DAKOTA COUNTY may reasonably request, and shall contain sufficient information to allow DAKOTA COUNTY to determine whether there is compliance with these provisions. At the request of DAKOTA COUNTY, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to DAKOTA COUNTY prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

☒ 7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to DAKOTA COUNTY. Such acceptance by DAKOTA COUNTY shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, DAKOTA COUNTY shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to DAKOTA COUNTY. If DAKOTA COUNTY does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to DAKOTA COUNTY.

☒ 8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, DAKOTA COUNTY shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to DAKOTA COUNTY immediately upon presentation of invoice.

☒ 9. Loss Information. At the request of DAKOTA COUNTY, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of DAKOTA COUNTY under this section. Such loss information shall include such specifics and be in such form as DAKOTA COUNTY may reasonably require.

☒ 10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases DAKOTA COUNTY, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of DAKOTA COUNTY or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of DAKOTA COUNTY, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by DAKOTA COUNTY, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by DAKOTA COUNTY, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

Luke Moren, P.E. — Design Task Lead

Luke will lead all project design tasks and assist Eric with project management responsibilities. Luke has seven years of roadway, storm drainage, water main, and sanitary sewer design experience on municipal infrastructure projects where he has provided task management, technical design, plan and specification preparation as well as cost estimating. His experience ranges from conceptual planning and feasibility phases of projects to detailed final design and construction administration. He knows how to incorporate City standards and priorities to solve difficult project challenges through his experience working for several municipalities.

Lydia Statz — Project Planner/SHIP Specialist

Lydia has extensive mobility planning experience in more than a dozen states around the country, and brings a passion for helping communities create accessible, comfortable, and safe transportation networks that serve users of all ages and abilities. Her experience includes a wide variety of planning studies, including Complete Streets, bicycle and pedestrian plans, corridor studies, mobility plans, and Vision Zero plans. She brings extensive experience in community engagement, with a special focus on targeted outreach to engage populations of interest throughout the planning process. Lydia is known for developing tailored and innovative approaches to evaluate the risks and benefits of potential designs based on a variety of factors, including safety, equity, and access, empowering communities to make informed choices.

Project Experience

City of West St. Paul, Marie and Oakdale Trail

WEST ST. PAUL, MN

The City of West St. Paul, in partnership with Dakota County, is planning for the construction of a 10-foot-wide bituminous trail along the south side of Marie Avenue from Robert Street and Oakdale Avenue and the east side of Oakdale Avenue from Mendota Road to Wentworth Avenue. This segment of trail will help close a priority gap in the City's Pedestrian and Bicycle Master Plan and was awarded a Transportation Alternative Program grant in 2017. Kimley-Horn led the environmental documentation, public engagement, preliminary and final design, and preparation of construction plans and specifications that were required to meet the design standards of MnDOT State/Federal Aid. The project included right-of-way acquisition from 26 different property owners. Multiple site plan iterations and property owner engagement were frequently necessary to negotiate agreements for all the needed easements. Kimley-Horn provided construction administration and observation services for the project.

City of South St. Paul, Wentworth Avenue (CSAH 8) Sidewalk Improvements

SOUTH ST. PAUL, MN

The City of South St. Paul is currently planning for the construction of a sidewalk along the south side of Wentworth Avenue (CR 8) from TH 52 to 15th Avenue North. The project received a federal Surface Transportation Program grant in 2016 and the final design of the sidewalk was completed in the spring of 2019. The project includes approximately 0.6 miles of sidewalk, ADA improvements, and five retaining walls. Kimley-Horn led the public engagement efforts which included newsletter preparation and multiple open houses. The project included the preparation of an environmental document which required approvals by MnDOT Federal Aid and the FHWA. Kimley-Horn also provided preliminary and final design services, right-of-way acquisition coordination, and bidding services. Kimley-Horn also provided construction observation and administration services for the project.

City of South St. Paul, Concord Street Conceptual Design

SOUTH ST. PAUL, MN

In 2016, Kimley-Horn completed professional engineering and planning services for the City of South St. Paul for the Concord Street (TH 156) redesign between I-494 and Annapolis Street. The planning study developed an overall vision for Concord Street and supported the submittal of an STP funding application for the project. The planning study assisted the City with long-term corridor planning and provided an understanding of potential improvements to Concord Street. As a part of the planning study, Kimley-Horn developed a preliminary concept layout that identified preferred improved bicycle and pedestrian access to and through the corridor, roadway geometry, and potential retaining wall replacement improvements.

In 2017, Kimley-Horn assisted the City in seeking funding sources from multiple entities including a successful grant application for $7.56 million through the Minnesota Highway Freight program. We also developed marketing materials to apply for state bonding funds and in preparation for a legislator tour of the project.

In 2018, Kimley-Horn completed a project scoping study for the City and MnDOT to further refine the project scope and total project costs. The scoping study included further refinement of the roadway layout, a preliminary corridor drainage analysis, and structural analysis of the existing retaining walls.

Schedule

Our proposed project schedule is included as **Attachment 1.**

Estimated Fees

Kimley-Horn will provide the scope of services identified above on an hourly basis. The following is a summary of our estimated fees and expenses.

Work Task	Estimated Cost
Task 1: Project Management and Team Meetings	$ 5,180
Task 2: Public and Agency Involvement	$ 6,470
Task 3: Alternatives Analysis	$ 6,610
Task 4: Feasibility Report and Preliminary Engineering	$ 11,690
Total Estimated Fees and Expenses	**$ 29,950**

A more detailed summary of our estimated hours and fees is provided as **Attachment 2**. Labor fee will be billed according to our current standard hourly rate schedule.

Our total estimated cost for the Scope of Services is $29,950 including all labor and reimbursable expenses. Fees and times stated in this proposal are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please feel free to contact me if you have any questions.

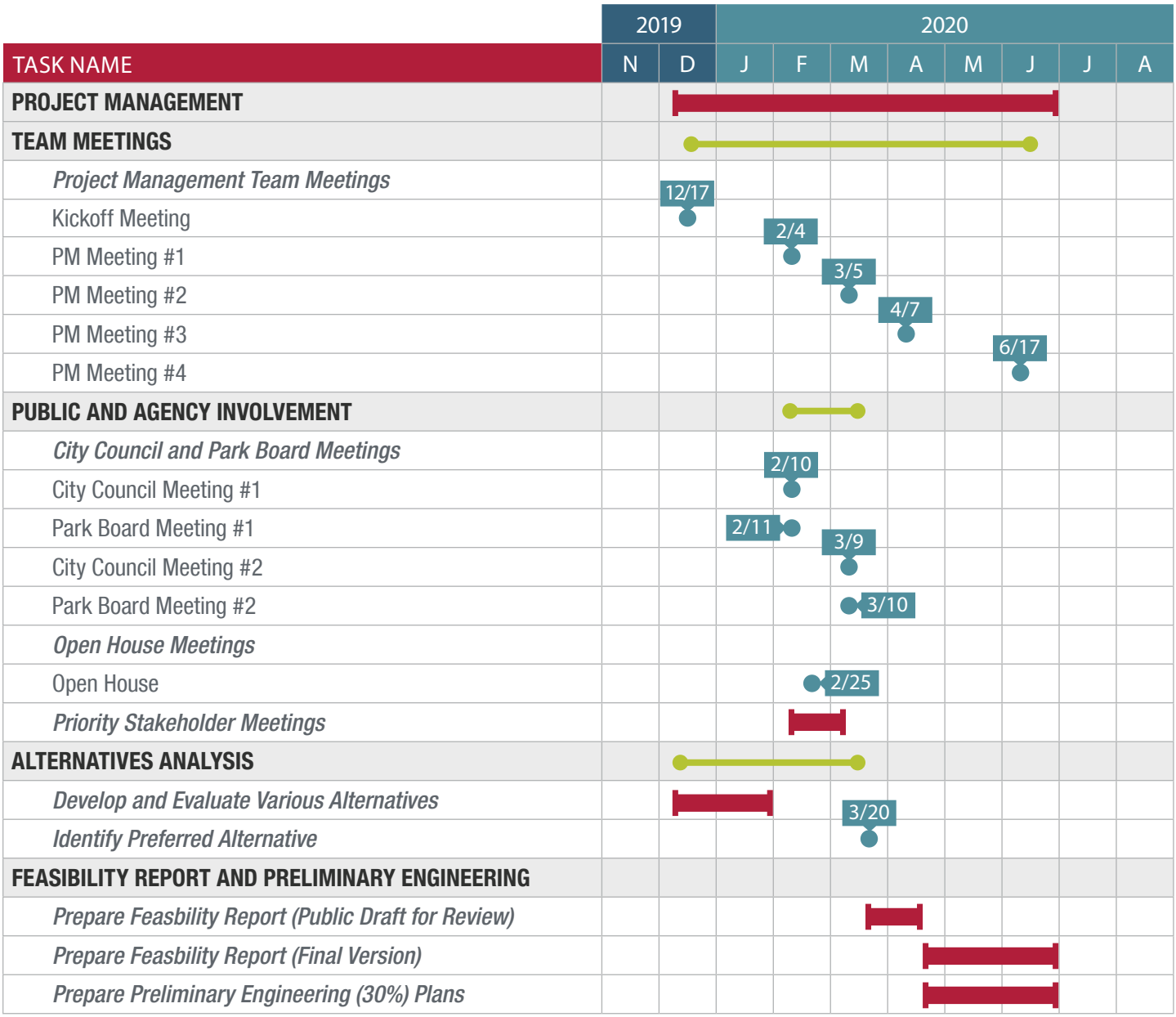
Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

Eric J. Fosmo, P.E.
Project Manager

Luke B. Moren, P.E.
Task Lead

Attachments – Attachment 1 – Project Schedule
Attachment 2 – Fee Estimate

Attachment 1 - Project Schedule



Attachment 2 - Fee Proposal

		Project Manager	Task Lead	Graduate Engineer or Planner	Admin	Sub-Consultant (Survey)	Total Hours	Expenses	Estimated Fees
TASK 1 PROJECT MANAGEMENT AND TEAM MEETINGS									
1.1	Project Administration, PMT Meetings (Up to 4) and 1 Project Kickoff Meeting	8	16	8			32		$4,880
Subtotal		8	16	8	0	0	32	$300	**$5,180**
TASK 2 PUBLIC AND AGENCY INVOLVEMENT									
2.1	Prepare presentation for two (2) City Council and two (2) Park Board Meetings	2	8				10		$1,610
2.2	Stakeholder Coordination Meetings (up to 3 meetings with key stakeholders)		10				10		$1,550
2.3	Open House	2	6	14			22		$2,910
Subtotal		4	24	14	0	0	42	$400	**$6,470**
TASK 3 ALTERNATIVES ANALYSIS									
3.1	Develop Sidewalk, On-Street Bicycle, and Trail Alternatives	2	8	40			50		$6,210
3.2	Evaluate Benefits and Impacts to SHIP Priority Populations	Effort included in Task 4.2							
Subtotal		2	8	40	0	0	50	$400	**$6,610**
TASK 4 FEASIBILITY REPORT AND PRELIMINARY ENGINEERING									
4.1	30% Preliminary Plans and Estimate	1	10	48			59		$7,255
4.2	Feasiblity Report	1	6	20	4		31		$3,735
Subtotal		2	16	68	4	0	90	$700	**$11,690**
TOTAL PROJECT HOURS		16	64	130	4	0	214		
TOTAL ESTIMATED PROJECT COST (FEES AND EXPENSES)									**$29,950**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this 13th day of January, 2020, by and between the City of West St. Paul, 1616 Humboldt Avenue, West St. Paul, Minnesota 55118, ("City") and Kimley Horn and Associates, Inc., 767 Eustis Street, Suite 100, St. Paul, MN 55114 ("Consultant").

WHEREAS, the City has accepted the proposal of the Consultant for certain professional Services; and

WHEREAS, Consultant desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

   a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services ("Services"), as defined in the following documents:

      i. A proposal submitted on 11/27/2019 , incorporated herein as Exhibit A;

      ii. A contract between the City of West St. Paul and Dakota County, including all incorporated attachments, entitled, "Subgrant Agreement between the County of Dakota and the City of West St. Paul," incorporated herein as Exhibit B ("Services"); and

      iii. Other documentation, incorporated herein as Exhibit C.

      (Hereinafter "Exhibits.")

   b. Consultant covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.

2. PAYMENT.

   a. City agrees to pay and Consultant agrees to receive and accept payment for Services as set forth in the Exhibits.

   b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written

approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.

c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.

3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional period, as they deem appropriate, and upon the same terms and conditions as herein stated.

4. TERMINATION.

a. Termination by Either Party. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses until the effective date of termination.

b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.

6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed by all applicable agencies and governmental entities.

7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. CITY'S REPRESENTATIVE. The City has designated Melissa Sonnek to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

9. PROJECT MANAGER AND STAFFING. The Consultant has designated Eric Fosmo and Luke Moren to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace these designated staff without the approval of the City.

10. INDEMNIFICATION.

    a. Consultant and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

    b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.

11. INSURANCE. During the performance of the Services under this Agreement, Consultant shall maintain the following insurance:

    a. Commercial General Liability Insurance, with a limit of $2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;

b. Professional Liability Insurance, with a limit of $2,000,000 for any number of claims arising out of a single occurrence.

c. Workers' Compensation Insurance in accordance with statutory requirements.

d. Automobile Liability Insurance, with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

Consultant shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the Commercial General Liability Insurance policy and the Professional Liability Insurance policy.

12. OWNERSHIP OF DOCUMENTS. Professional documents, drawings, and specifications prepared by the Consultant as part of the Services shall become the property of the City when Consultant has been compensated for all Services rendered, provided, however, that Consultant shall have the unrestricted right to their use. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to proprietary intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Consultant.

13. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of West St. Paul
1616 Humboldt Ave.
West St. Paul, MN 55118
Attention: Ross Beckwith, City Engineer

Or emailed: rbeckwith@wspmn.gov

If to Consultant: Kimley Horn
767 Eustis Street, Suite 100
St. Paul, MN 55114
Attention: Eric Fosmo

Or emailed: eric.fosmo@kimley-horn.com

14. INDEPENDENT CONTRACTOR STATUS. All services provided by Consultant, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Consultant or as independent contractors of Consultant and not as employees of the City for any purpose.

15. GENERAL PROVISIONS.

a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.

b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

c. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.

d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.

e. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

f. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

g. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

[remainder of page intentionally blank]

CITY OF WEST ST. PAUL

By: _____
David J. Napier, Mayor

By: _____
Ryan Schroeder, City Manager

Date: _____

CONSULTANT

By: _____

Its: Sr. Vice President

Date: 12/17/19

Dear Ms. Sonnek and Members of the Selection Panel:

Kimley-Horn is pleased to submit this proposal to the City of West St. Paul (City) for the preparation of a feasibility study and report for the Thompson/Oakdale Avenue Pedestrian and Bicycle Feasibility Study project. Our project understanding and approach, proposed scope of services, schedule, and fee are detailed below.

Project Understanding

The City of West St. Paul recently received a grant from the Minnesota State Health Improvement Program (SHIP) through the Dakota County Active Living Partnership and the Dakota County Public Health Department to assess potential pedestrian and bicycle infrastructure improvement options for Thompson Avenue (Robert Street to the eastern West St. Paul border at Highway 52) and Oakdale Avenue (from Wentworth Avenue to Butler Avenue). This project will include an alternatives analysis to determine the most feasible and economical pedestrian and bicycle facility for the corridor; public engagement with key stakeholders to gather input on the alternatives; and the preparation of a feasibility report detailing the recommended pedestrian and bicycle improvements. Information from the feasibility report will be used to apply for Metropolitan Council Regional Solicitation (TAP) funding in April 2020. The City is looking for a consultant team to guide the project through the alternatives analysis and public engagement project phases to position the City well for a TAP application and future design and construction project phases.

The project stems from the Active Living Partnership between the City of West St. Paul and Dakota County to assess the active living conditions in all partnering communities and recommend policy changes that encourage increased physical activity in everyday life. In December 2011, the City Council accepted the City of West St. Paul Pedestrian and Bicycle Master Plan. The plan identified this stretch of Thompson Avenue and Oakdale Avenue as a priority gap in the pedestrian and bicycle infrastructure system. The lack of pedestrian and bicycle connectivity between these corridors and the existing transit facilities along Robert Street and other area destinations has created an unsafe and inadequate transportation system for the local bicycle and pedestrian population. This study is the first step in resolving this issue and providing safe and adequate transportation options for local SHIP priority populations to Robert Street and other desirable destinations in the area.

Project Approach

Kimley-Horn has successfully delivered similar projects with pedestrian and bicycle elements by identifying critical issues early in the project development phase; emphasizing clear and comprehensive communication with the public; and gearing the alternatives analysis and recommendations towards the key elements of a successful TAP application. We will implement these proven strategies on this project and collaborate with the project management team members to fine tune these strategies as necessary.

To successfully communicate with and garner the support of the public, we will first evaluate the corridors as a whole to identify the critical project issues and which pedestrian and trail alternatives would work best. We anticipate the following critical issues:

- Pedestrian and bicycle safety at the St. Croix Lutheran Academy school
- Crossing treatments at major street intersections (i.e., Oakdale Avenue and Thompson Avenue, Oakdale Avenue and Emerson Avenue, etc.)
- Limiting right-of-way acquisition and impacts to private property owners

- Coordination of pedestrian and bicycle facilities with existing transit facilities
- Construction costs
- Varying user types along the corridors

We will begin by collecting all available right-of-way information, highlighting key stakeholders, identifying key safety issues (i.e. crossing locations), and mapping the existing pedestrian and bicycle facilities in the area. Using this information, we will generate a project map for use as a guide during our project kick-off meeting to discuss some initial ideas and alternative pedestrian and bicycle facilities. This project map will be a living document that is updated as we meet with the public and discuss the project with the City and Dakota County. Preparing a detailed map ahead of the kick-off meeting will result in a productive discussion and allow for a quick transition into engaging the public and working through different alternatives.

Successful public engagement hinges on the ability to attain useful feedback and garner support for a preferred alternative. It is vital that the stakeholders receive a consistent and clear message from the project team and that all project materials and communications are easily comprehendible. Following development of pedestrian and bicycle alternatives, we will engage key stakeholders and the general public to provide feedback on the proposed alternatives. We anticipate holding one open house for the general public and separate engagement meetings with the following stakeholders:

- Nearby school representatives (principals)
- Representatives from apartment complexes to more efficiently gather input from larger stakeholder groups
- Active Living members from SHIP priority populations

We will ask for feedback and any other recommendations or information that could be helpful in determining preferred pedestrian and bicycle facilities. We anticipate collecting this feedback through verbal and written comments received at meetings and on comment cards. Ahead of any meeting with the public, we will gather input from the City and Dakota County on all meeting materials and alternatives being considered.

Following the completion of the public engagement activities, we will combine and summarize all the input received and identify one preferred alternative. This preferred alternative for pedestrian and bicycle facilities will be further detailed and analyzed during a preliminary (30%) engineering and feasibility design. We are currently assisting the City of West St. Paul with the Marie and Oakdale Trail project just south of this project area. Through completing preliminary and final designs for this similar trail project, we learned it is very important to evaluate the preferred alternative in three dimensions during the feasibility study phase. This will allow us to better evaluate significant project costs such as retaining walls and private property impacts and set a realistic construction budget for the City to utilize in funding applications and overall City budget planning. During this phase, we will identify an estimated project cost, extents of easement acquisition, and prepare a feasibility report recommending the preferred pedestrian and bicycle improvements. This feasibility report will contain key information for a TAP application and the project's impacts and benefits to SHIP priority populations.

Kimley-Horn has prepared a preliminary project schedule that will serve as a guide to managing and delivering this project. We understand the City is planning to submit the project for TAP funding in April 2020. The schedule included as **Attachment 1** of this proposal positions the project for a TAP funding application in April of 2020 and a final feasibility study completed by July 31, 2020. We have strategically scheduled project management team (PMT) meetings before

critical project events (public engagement, City Council meetings, etc.) to increase the benefit of each meeting while being conscious of the project budget.

Our recent experience working with the City on the Marie and Oakdale Trail project and our proven approach to pedestrian and trail studies makes us confident in our ability to deliver the necessary information to complete a successful TAP application while also fostering the support of the public.

Detailed Scope of Work

The following is a summary of the proposed scope of work to be completed for this project.

Task 1: Project Management and Team Meetings

Kimley-Horn will provide overall project management and utilize internal project management tools to monitor budget, staff roles, and responsibilities of all team members throughout the project. We will communicate directly with the City's project manager on a regular basis to discuss decisions and progress through the project.

We will conduct, prepare materials for, and lead one (1) project kickoff meeting and up to four (4) PMT meetings. We will prepare meetings minutes from each meeting and distribute to the meeting attendees.

Task 2: Public and Agency Involvement

Task 2.1 - We will prepare a presentation for up to two (2) City Council meetings and two (2) Park Board meetings. It is assumed the first round of presentations (one to each board) will focus on presenting the critical issues we have identified and the alternatives we are considering. It is assumed the second presentation will present the outcomes of the public engagement process and recommend a preferred alternative for the pedestrian and bicycle facilities. We have assumed that the same presentation will be used for both the City Council and Park Board meetings. City staff will review the presentations and provide feedback on the materials. We have assumed City staff will present the materials at the City Council and Park Board meetings and attendance by Kimley-Horn staff is not required.

Task 2.2 - We will attend up to three (3) meetings with key stakeholders to discuss the alternatives. We assume the materials for the stakeholder meetings are the same as the open house materials included in task 2.3 below. We assume City staff will prepare and mail notifications inviting the stakeholder groups to the meetings. We assume City staff will take the lead on engaging with stakeholders and will be the main contact for the public on the project.

Task 2.3 - We will prepare open house materials for one (1) open house. We have assumed the open house materials will consist of the following items:

- Sign-in sheet, comment cards, and meeting directional signage
- Welcome board
- Purpose and need board
- Up to three (3) pedestrian and bicycle alternatives boards showing typical sections, plan view layouts, crossing treatments, etc.

We have assumed City staff will prepare and mail notifications inviting residents to the open house.

Task 3: Alternatives Analysis

Task 3.1 - We will review the existing plans and studies listed in the RFP and collect existing Dakota County GIS/LIDAR information to develop up to two (2) pedestrian and bicycle alternatives for Thompson Avenue and Oakdale Avenue. These two alternatives are assumed to be developed based on the following criteria:

- Available right-of-way
- Input from the public, City, and Dakota County
- Cost
- Safety
- Streetscape and transit considerations

The two alternatives will be presented to the public via the open house and stakeholder meetings. A preferred alternative will be identified by the PMT and further investigated via a feasibility study.

Task 3.2 - We will evaluate and incorporate SHIP priority population priorities and impacts into the development of the alternatives. The feasibility report, described in Task 4.2, will include the preferred alternatives benefits and impacts to SHIP priority populations.

Task 4: Feasibility Report and Preliminary Engineering

Task 4.1 - We will prepare preliminary engineering (30%) plans for the preferred alternative. We have assumed preliminary engineering (30%) plans will include the following plan sheets:

- Cover Sheet
- Typical Sections
- Construction Plan and Profile (only existing profile shown)

We will base the plans on available Dakota County GIS/LIDAR data and have assumed no field survey will be acquired. Detailed pedestrian ramp layouts, driveways, and construction limits will not be shown in the plans. The plans will identify existing right-of-way, trail/sidewalk width, boulevard width, and on-street bicycle lane and curb adjustments as recommended. Preliminary right-of-way and easement acquisition needs will also be shown.

Task 4.2 - We will prepare a feasibility report detailing the preferred alternative, estimated cost, right-of-way acquisition extents, public involvement summary, and benefits/impacts to SHIP priority populations. It is assumed the draft feasibility report will be used by the City for the TAP application. The final feasibility report will outline the findings, strategies, and recommendations based on project assessment, research, analysis and input from the City Council, advisory boards, and City staff, including a summary of public engagement efforts and input.

Project Team

Eric Fosmo, P.E. — Project Manager

Eric has 13 years of trail, roadway, storm drainage, water main, and sanitary sewer design experience on municipal infrastructure projects where he has provided project management, technical design, plan and specification preparation, and cost estimating services. He is well versed in the Mn Chapter 429 process and is adept at balancing the priorities of multiple project stakeholders and challenging project deadlines.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-XX

RESOLUTION AUTHORIZING EXECUTION OF AN ACTIVE LIVING SERVICES GRANT CONTRACT WITH DAKOTA COUNTY AND THE CITY OF WEST ST. PAUL

WHEREAS, the City of West St. Paul has applied for and been awarded a grant in the amount of $30,000 from the Dakota County Activing Living through the State of Minnesota Statewide Health Improvement Program (SHIP); and

WHEREAS, the grant money is to be utilized for consultant services to complete an infrastructure feasibility study evaluating sidewalk and trail options for Thompson Ave. from Robert St. to Highway 52, and for Oakdale Ave. from Thompson Ave. to Butler Ave.; and

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

1. That the form, terms, and provisions of the sub-grant agreement between Dakota County and the City of West St. Paul and the transactions contemplated thereby be, and hereby are, in all respects approved and adopted, and
2. That the Mayor and the City Manager are hereby authorized and directed to execute the sub-grant agreement in the name of and on behalf of the City of West St. Paul.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 13th day of January, 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-XX

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF WEST ST. PAUL AND KIMLEY HORN

WHEREAS, the City of West St. Paul has applied for and been awarded a grant in the amount of $30,000 from the Dakota County Activing Living through the State of Minnesota Statewide Health Improvement Program (SHIP); and

WHEREAS, the grant money is to be utilized for consultant services to complete an infrastructure feasibility study evaluating sidewalk and trail options for Thompson Ave. from Robert St. to Highway 52, and for Oakdale Ave. from Thompson Ave. to Butler Ave.; and

WHEREAS, the City of West St. Paul has selected Kimley Horn to complete the study, per the requirements of Dakota County; and

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

1. That the form, terms, and provisions of the agreement for professional services between Kimley Horn and the City of West St. Paul that the transactions contemplated thereby be, and hereby are, in all respects approved and adopted, and
2. That the Mayor and the City Manager are hereby authorized and directed to execute the agreement in the name of and on behalf of the City of West St. Paul.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 13th day of January, 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Brian Sturgeon, Chief of Police**

Date: **January 13, 2020**

Mutual Police Assistance Agreement for Traffic Safety-Amended

BACKGROUND INFORMATION:

On October 14, 2019, the Dakota County Mutual Police Assistance Agreement for Enforcement of Traffic Safety Laws document was presented to Council for approval on the Consent Agenda and was passed. Unfortunately, during Council review of other cities, some changes were requested.

Attached is the agreement with the mark-up of the changes as well as a clean copy of the agreement for signatures, if approved. The changes are not significant. They include more specific terms as to the required number of meetings, wording and statement additions to add clarifications, and the addition of a statement regarding the data that is collected and stored must follow Government Data Practices. The changes in this agreement will not change the way traffic safety enforcement is carried out or operated by the program.

In addition, you will find the original Council Report attached, regarding this agreement that is dated October 14, 2019.

Our City Attorney's office has reviewed this agreement and has no concerns.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the Mutual Police Assistance Agreement for Enforcement of Traffic Safety Laws and authorize City representatives to sign and execute the agreement.

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

1. Purpose. The purpose of this agreement is to provide for the joint exercise of the parties' law enforcement powers pursuant to Minn. Stat. § 471.59, so that the parties may furnish assistance to and coordinate with each other in the enforcement of traffic laws within ~~or adjacent to the boundaries of~~ Dakota County in the conduct of Traffic Safety Projects. It is not the purpose of this agreement to provide for or address in any way requests by one party of another party for any other law enforcement services, including ordinary patrol services.

2. Parties. The parties to this Agreement shall consist of the following units of government that have signed this agreement:

City of Apple Valley	City of Hastings	City of Rosemount
City of Burnsville	City of Inver Grove Heights	City of South St. Paul
City of Eagan	City of Lakeville	City of West St. Paul
City of Farmington	City of Mendota Heights	County of Dakota

3. Fiscal Agent. The Fiscal Agent, acting on behalf of the parties, shall apply for funding from the State of Minnesota to support coordinated local enforcement of traffic safety laws. To the extent that such grant funds are obtained and may be expended for peace officer overtime compensation, the parties shall be entitled on a pro rata basis to reimbursement of overtime compensation paid to the parties' peace officers who have participated in Traffic Safety Projects pursuant to this Agreement. The Fiscal Agent shall account for all funds received pursuant to this Agreement according to generally accepted accounting principles and reports on receipts and disbursements shall be forwarded to the parties on at least a quarterly ~~regular~~ basis. As provided in prior traffic safety task force JPAs, tThe Fiscal Agent position will be held by an agency for 2 calendar years before rotating to the next agency in alphabetical order.

Commented [AMP1]: This is confusing. The fiscal agents identified below are not in alphabetical order. I think this needs to be clarified. Since the agreement terminates in December 2030, should it merely state that the Fiscal Agents are designated below?

The Fiscal Agent for each of the following calendar years during the term of this JPA shall be:

2020- Mendota Heights (covered 2019 under previous JPA)

2021-2022- City of Rosemount

2023-2024- City of South St Paul

2025-2026- City of West St Paul

2027-2028- City of Apple Valley

2029-2030- City of Burnsville

4. Traffic Safety Projects. The parties will carry out the purpose of this agreement by jointly participating in Traffic Safety Projects to which the parties will assign peace officers. Traffic Safety Projects means targeted geographic areas during specified periods of time on specific dates in which and during which the parties will assign peace officers to work together to enforce traffic safety laws. Assignment of peace officers to work on Traffic Safety Projects will remain in the sole discretion of the chief law enforcement officer of each party. The decision of a party to decline participation in any Traffic Safety Project is without liability to any party.

5. Recommendation of Traffic Safety Projects. Peace officers from the parties will meet on an ad hoc basis as the Dakota County Traffic Safety Group to identify and recommend Traffic Safety Projects to the Chiefs of Police and Dakota County Sheriff. The Dakota County Traffic Safety Group shall identify Traffic Safety projects utilizing data which identifies areas where Traffic Safety Projects likely would have a substantial effect upon public safety within Dakota County. The decision to assign peace officers to work on any particular Traffic Safety Project remains within the discretion of the chief of police of each city that is a party to this agreement and of the Dakota County Sheriff, and the decision to conduct a Traffic Safety Project within a participating jurisdiction remains with the Sheriff or Chief of the jurisdiction in which the Project is conducted.

6. Exercise of Police Power. A peace officer who has been approved and assigned to participate in a Traffic Safety Project ~~assigned by his/her chief law enforcement officer to participate in a Traffic Safety Project~~ located outside of the officer's jurisdiction has the full and complete authority of a peace officer as though appointed by the agency or agencies within whose jurisdiction the Traffic Safety Project is located.

7. Compensation. A peace officer who has been assigned by his/her appointing agency to participate in a Traffic Safety Project pursuant to this Agreement shall be compensated by his/her appointing agency just as if the officer were performing duties within and for jurisdiction of the officer's appointing agency.

8. Workers' Compensation. Each party to this agreement shall be responsible for injuries to or the death of its own personnel. Each party shall maintain workers' compensation coverage or self-insurance coverage covering its own personnel while they are participating in any Traffic Safety Project pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employee or volunteers.

9. Liability. Each party shall fully indemnify and hold harmless the other parties against all claims, losses, damages, liability, suits, judgments, costs and expenses incurred by reason of the action or inaction of its employees assigned to participate in any Traffic Safety Project pursuant to this Agreement. This agreement to indemnify and hold harmless does not constitute a waiver by any party of the limitations on liability provided by Minn. Stat. Ch. 466.

10. Direction and Control. Peace officers assigned by their appointing agency to participate in Traffic Safety Projects pursuant to this Agreement shall remain under the direction and control of their chief law enforcement officer.

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11. Recall of Peace Officers. The appointing agency of a party may at any time and in the agency's sole judgment and without liability to any party recall a peace officer assigned to participate in a Traffic Safety Project pursuant to this Agreement.

12. Damage to Equipment. Damage to Equipment -Each party shall be responsible for damage to or loss of its own equipment that occurs in connection with participation in any Traffic Safety Project pursuant to this Agreement. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees or volunteers.

13. Compensation for Equipment and Supplies. When a party assigns peace officers to work in any Traffic Safety Projects pursuant to this Agreement, that party shall provide all fuel and other materials and services for its peace officers who have been so assigned.

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14. Effective Date. This Agreement shall be effective when all parties have signed the Agreement. All parties need not sign the same copy of the Agreement. Signed Agreements shall be filed with the City of Mendota Heights, who shall notify all parties of the effective date.

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15. Withdrawal. Any party may withdraw from this Agreement upon thirty (30) days' written notice to the Fiscal Agent. The Fiscal Agent will notify the other parties to this Agreement Withdrawal shall not act to discharge any liability incurred by any party prior to withdrawal.

16. Notice. Notices required by Paragraph 15 of this Agreement or other correspondence related to this Agreement shall be provided by first class mail to the following:

Apple Valley Chief of Police
7100 147th Street west
Apple valley, MN 55124

Burnsville Chief of Police
100 Civic Center Parkway
Burnsville, MN 55337-3817

Eagan Chief of Police
3830 Pilot Knob Road
Eagan, MN 55122

Farmington Chief of Police
19500 Municipal Dr.
Farmington, MN 55024

Hastings Chief of Police
150 3rd Street East
Hastings, MN 55033

Lakeville Chief of Police
9237 183rd Street
Lakeville, MN 55044

Mendota Heights Chief of Police
1101 Victoria Curve
Mendota Heights, MN 55118

Rosemount Chief of Police
2875 145th Street West
Rosemount, MN 55068

South St Paul Chief of Police
125 3rd Avenue North
South St. Paul, MN 55075

West St. Paul Chief of Police
1616 Humboldt Avenue
West St. Paul, MN 55118

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

Inver Grove Heights Chief of Police 8150 Barbara Avenue Inver Grove Heights, MN 55077	Dakota County Sheriff Law Enforcement Center 1580 Highway 55 Hastings, MN 55033

17. Termination. This Agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction or (b) when a majority of remaining parties agrees to terminate the Agreement upon a date certain or (c) December 31, 2030.

18. Effect of Termination. Termination shall not discharge any liability incurred by the parties during the term of this Agreement. Upon termination and after payment of all outstanding obligations, property or surplus money held by the parties shall then be distributed to the parties ~~in proportion to their contributions~~on the pro rata basis provided under Paragraph 3 of this Agreement.

19. Amendments. This Agreement may be amended only in writing and upon the consent of each of the parties' governing body.

20. Records, Accounts and Reports. The books and records of the parties shall be subject to the provisions of Minn. Stat. Ch. 13.

21. Government Data Practices. Each party to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the party under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by any party.

~~20.~~22. Assignment. A party to this Agreement may not assign or transfer any rights or obligations under this Agreement.

~~21.~~23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the City of Mendota Heights.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COUNTY OF DAKOTA

_____

Approved as to form:

Tim Leslie_____
Dakota County Sheriff
Date _____

_____

Assistant County Attorney Date

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MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

Dakota County Contract #_____

CITY OF APPLE VALLEY

Name, Title, Address and Phone Number of City's Authorized Representative:

_____

_____

_____

_____

Name, Title, Address and Phone Number of City's Liaison:

_____

_____

_____

_____

CITY OF APPLE VALLEY
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF BURNSVILLE

Name, Title, Address and Phone Number of City's Authorized Representative:

_____

_____

_____

_____

Name, Title, Address and Phone Number of City's Liaison:

_____

_____

_____

_____

CITY OF BURNSVILLE
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF EAGAN

Name, Title, Address and Phone Number of City's Authorized Representative:

_____

_____

_____

_____

Name, Title, Address and Phone Number of City's Liaison:

_____

_____

_____

_____

CITY OF EAGAN
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF FARMINGTON

Name, Title, Address and Phone Number of City's Authorized Representative:

_____

_____

_____

_____

Name, Title, Address and Phone Number of City's Liaison:

_____

_____

_____

_____

CITY OF FARMINGTON
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF HASTINGS

Name, Title, Address and Phone Number of City's Authorized Representative:

_____

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_____

Name, Title, Address and Phone Number of City's Liaison:

_____

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_____

CITY OF HASTINGS
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF INVER GROVE HEIGHTS

Name, Title, Address and Phone Number of City's Authorized Representative:

_____

_____

_____

_____

Name, Title, Address and Phone Number of City's Liaison:

_____

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_____

CITY OF INVER GROVE HEIGHTS
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF LAKEVILLE

Name, Title, Address and Phone Number of City's Authorized Representative:

_____

_____

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Name, Title, Address and Phone Number of City's Liaison:

_____

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CITY OF LAKEVILLE
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF MENDOTA HEIGHTS

Name, Title, Address and Phone Number of City's Authorized Representative:

_____

_____

_____

_____

Name, Title, Address and Phone Number of City's Liaison:

_____

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_____

CITY OF MENDOTA HEIGHTS
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF ROSEMOUNT

Name, Title, Address and Phone Number of City's Authorized Representative:

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_____

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_____

Name, Title, Address and Phone Number of City's Liaison:

_____

_____

_____

_____

CITY OF ROSEMOUNT
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF SOUTH ST PAUL

Name, Title, Address and Phone Number of City's Authorized Representative:

_____

_____

_____

_____

Name, Title, Address and Phone Number of City's Liaison:

_____

_____

_____

_____

CITY OF SOUTH ST PAUL
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF WEST ST PAUL

Name, Title, Address and Phone Number of City's Authorized Representative:

_____

_____

_____

_____

Name, Title, Address and Phone Number of City's Liaison:

_____

_____

_____

_____

CITY OF WEST ST PAUL
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Brian Sturgeon, Interim Chief of Police**

Date: **October 14, 2019**

Mutual Police Assistance Agreement for Traffic Safety

BACKGROUND INFORMATION:

For the past dozen years or so, the police department has been involved in a collaborative effort throughout Dakota County to enforce traffic safety laws. Funding is provided by grants from the Minnesota Department of Public Safety, which reimburses agencies for wages of officers who participate in prescheduled, focused, traffic enforcement activities. All law enforcement agencies in Dakota County participate in this important joint endeavor.

Attached is an agreement that has been presented to all parties. The agreement lays out Fiscal Agent responsibilities, responsibilities of the Dakota County Traffic Safety Group, compensation, liability, and other housekeeping items. The department can withdrawal from this agreement upon a 30 day written notice.

This agreement does not change in any way, the current methods on how we operate the program.

Our City Attorney's office has reviewed this agreement and has no concerns.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the Mutual Police Assistance Agreement for Enforcement of Traffic Safety Laws and authorize City representatives to sign and execute the agreement.

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

1. Purpose. The purpose of this agreement is to provide for the joint exercise of the parties' law enforcement powers pursuant to Minn. Stat. § 471.59, so that the parties may furnish assistance to and coordinate with each other in the enforcement of traffic laws within Dakota County in the conduct of Traffic Safety Projects. It is not the purpose of this agreement to provide for or address in any way requests by one party of another party for any other law enforcement services, including ordinary patrol services.

2. Parties. The parties to this Agreement shall consist of the following units of government that have signed this agreement:

City of Apple Valley	City of Hastings	City of Rosemount
City of Burnsville	City of Inver Grove Heights	City of South St. Paul
City of Eagan	City of Lakeville	City of West St. Paul
City of Farmington	City of Mendota Heights	County of Dakota

3. Fiscal Agent. The Fiscal Agent, acting on behalf of the parties, shall apply for funding from the State of Minnesota to support coordinated local enforcement of traffic safety laws. To the extent that such grant funds are obtained and may be expended for peace officer overtime compensation, the parties shall be entitled on a pro rata basis to reimbursement of overtime compensation paid to the parties' peace officers who have participated in Traffic Safety Projects pursuant to this Agreement. The Fiscal Agent shall account for all funds received pursuant to this Agreement according to generally accepted accounting principles and reports on receipts and disbursements shall be forwarded to the parties on at least a quarterly basis. As provided in prior traffic safety task force JPAs, the Fiscal Agent position will be held by an agency for 2 calendar years before rotating to the next agency in alphabetical order.

   The Fiscal Agent for each of the following calendar years during the term of this JPA shall be:

   2020- Mendota Heights (covered 2019 under previous JPA)

   2021-2022- City of Rosemount

   2023-2024- City of South St Paul

   2025-2026- City of West St Paul

   2027-2028- City of Apple Valley

   2029-2030- City of Burnsville

4. Traffic Safety Projects. The parties will carry out the purpose of this agreement by jointly participating in Traffic Safety Projects to which the parties will assign peace officers. Traffic Safety Projects means targeted geographic areas during specified periods of time on specific dates in which and during which the parties will assign peace officers to work together to enforce traffic safety laws. Assignment of peace officers to work on Traffic Safety Projects will remain in the sole discretion of the chief law enforcement officer of each party. The decision of a party to decline participation in any Traffic Safety Project is without liability to any party.
5. Recommendation of Traffic Safety Projects. Peace officers from the parties will meet on an ad hoc basis as the Dakota County Traffic Safety Group to identify and recommend Traffic Safety Projects to the Chiefs of Police and Dakota County Sheriff. The Dakota County Traffic Safety Group shall identify Traffic Safety projects utilizing data which identifies areas where Traffic Safety Projects likely would have a substantial effect upon public safety within Dakota County. The decision to assign peace officers to work on any particular Traffic Safety Project remains within the discretion of the chief of police of each city that is a party to this agreement and of the Dakota County Sheriff, and the decision to conduct a Traffic Safety Project within a participating jurisdiction remains with the Sheriff or Chief of the jurisdiction in which the Project is conducted.

6. Exercise of Police Power. A peace officer who has been approved and assigned to participate in a Traffic Safety Project located outside of the officer's jurisdiction has the full and complete authority of a peace officer as though appointed by the agency or agencies within whose jurisdiction the Traffic Safety Project is located.

7. Compensation. A peace officer who has been assigned by his/her appointing agency to participate in a Traffic Safety Project pursuant to this Agreement shall be compensated by his/her appointing agency just as if the officer were performing duties within and for jurisdiction of the officer's appointing agency.

8. Workers' Compensation. Each party to this agreement shall be responsible for injuries to or the death of its own personnel. Each party shall maintain workers' compensation coverage or self-insurance coverage covering its own personnel while they are participating in any Traffic Safety Project pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employee or volunteers.

9. Liability. Each party shall fully indemnify and hold harmless the other parties against all claims, losses, damages, liability, suits, judgments, costs and expenses incurred by reason of the action or inaction of its employees assigned to participate in any Traffic Safety Project pursuant to this Agreement. This agreement to indemnify and hold harmless does not constitute a waiver by any party of the limitations on liability provided by Minn. Stat. Ch. 466.

10. Direction and Control. Peace officers assigned by their appointing agency to participate in Traffic Safety Projects pursuant to this Agreement shall remain under the direction and control of their chief law enforcement officer.

11. Recall of Peace Officers. The appointing agency of a party may at any time and in the agency's sole judgment and without liability to any party recall a peace officer assigned to participate in a Traffic Safety Project pursuant to this Agreement.

12. Damage to Equipment. Each party shall be responsible for damage to or loss of its own equipment that occurs in connection with participation in any Traffic Safety Project pursuant to this Agreement. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees or volunteers.

13. Compensation for Equipment and Supplies. When a party assigns peace officers to work in any Traffic Safety Projects pursuant to this Agreement, that party shall provide all fuel and other materials and services for its peace officers who have been so assigned.

14. Effective Date. This Agreement shall be effective when all parties have signed the Agreement. All parties need not sign the same copy of the Agreement. Signed Agreements shall be filed with the City of Mendota Heights, who shall notify all parties of the effective date.

15. Withdrawal. Any party may withdraw from this Agreement upon thirty (30) days' written notice to the Fiscal Agent. The Fiscal Agent will notify the other parties to this Agreement Withdrawal shall not act to discharge any liability incurred by any party prior to withdrawal.

16. Notice. Notices required by Paragraph 15 of this Agreement or other correspondence related to this Agreement shall be provided by first class mail to the following:

Apple Valley Chief of Police
7100 147th Street west
Apple valley, MN 55124

Burnsville Chief of Police
100 Civic Center Parkway
Burnsville, MN 55337-3817

Eagan Chief of Police
3830 Pilot Knob Road
Eagan, MN 55122

Farmington Chief of Police
19500 Municipal Dr.
Farmington, MN 55024

Hastings Chief of Police
150 3rd Street East
Hastings, MN 55033

Lakeville Chief of Police
9237 183rd Street
Lakeville, MN 55044

Mendota Heights Chief of Police
1101 Victoria Curve
Mendota Heights, MN 55118

Rosemount Chief of Police
2875 145th Street West
Rosemount, MN 55068

South St Paul Chief of Police
125 3rd Avenue North
South St. Paul, MN 55075

West St. Paul Chief of Police
1616 Humboldt Avenue
West St. Paul, MN 55118

Inver Grove Heights
Chief of Police
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Dakota County Sheriff
Law Enforcement Center
1580 Highway 55
Hastings, MN 55033

17. Termination. This Agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction or (b) when a majority of remaining parties agrees to terminate the Agreement upon a date certain or (c) December 31, 2030.

18. Effect of Termination. Termination shall not discharge any liability incurred by the parties during the term of this Agreement. Upon termination and after payment of all outstanding obligations, property or surplus money held by the parties shall then be distributed to the parties on the pro rata basis provided under Paragraph 3 of this Agreement.

19. Amendments. This Agreement may be amended only in writing and upon the consent of each of the parties' governing body.

20. Records, Accounts and Reports. The books and records of the parties shall be subject to the provisions of Minn. Stat. Ch. 13.

21. Government Data Practices. Each party to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the party under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by any party.

22. Assignment. A party to this Agreement may not assign or transfer any rights or obligations under this Agreement

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the City of Mendota Heights.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COUNTY OF DAKOTA

_____

Approved as to form:

Tim Leslie_____
Dakota County Sheriff
Date _____

_____

Assistant County Attorney Date

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

Dakota County Contract #_____

CITY OF APPLE VALLEY

Name, Title, Address and Phone Number of City's Authorized Representative:

_____

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Name, Title, Address and Phone Number of City's Liaison:

_____

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_____

CITY OF APPLE VALLEY
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF BURNSVILLE

Name, Title, Address and Phone Number of City's Authorized Representative:

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Name, Title, Address and Phone Number of City's Liaison:

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CITY OF BURNSVILLE
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF EAGAN

Name, Title, Address and Phone Number of City's Authorized Representative:

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Name, Title, Address and Phone Number of City's Liaison:

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CITY OF EAGAN
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF FARMINGTON

Name, Title, Address and Phone Number of City's Authorized Representative:

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Name, Title, Address and Phone Number of City's Liaison:

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CITY OF FARMINGTON
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF HASTINGS

Name, Title, Address and Phone Number of City's Authorized Representative:

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Name, Title, Address and Phone Number of City's Liaison:

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CITY OF HASTINGS
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF INVER GROVE HEIGHTS

Name, Title, Address and Phone Number of City's Authorized Representative:

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Name, Title, Address and Phone Number of City's Liaison:

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CITY OF INVER GROVE HEIGHTS
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF LAKEVILLE

Name, Title, Address and Phone Number of City's Authorized Representative:

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Name, Title, Address and Phone Number of City's Liaison:

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CITY OF LAKEVILLE
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF MENDOTA HEIGHTS

Name, Title, Address and Phone Number of City's Authorized Representative:

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Name, Title, Address and Phone Number of City's Liaison:

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CITY OF MENDOTA HEIGHTS
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF ROSEMOUNT

Name, Title, Address and Phone Number of City's Authorized Representative:

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Name, Title, Address and Phone Number of City's Liaison:

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CITY OF ROSEMOUNT
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF SOUTH ST PAUL

Name, Title, Address and Phone Number of City's Authorized Representative:

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Name, Title, Address and Phone Number of City's Liaison:

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CITY OF SOUTH ST PAUL
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

MUTUAL POLICE ASSISTANCE AGREEMENT
FOR ENFORCEMENT OF TRAFFIC SAFETY LAWS

CITY OF WEST ST PAUL

Name, Title, Address and Phone Number of City's Authorized Representative:

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Name, Title, Address and Phone Number of City's Liaison:

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CITY OF WEST ST PAUL
I, the below signed, have authority to sign this Agreement on behalf of the City

By: _____

_____[print name] Date: _____

Attest:_____

_____[print name]

Title: _____

Date:_____

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR MUTUAL POLICE ASSISTANCE FOR ENFORCMENT OF TRAFFIC SAFETY LAWS

WHEREAS, that the City of West St. Paul desires to continue to enter into a cooperative agreement for the enforcement of traffic safety laws; and

WHEREAS, the City of West St. Paul has a vested interest in protecting its citizens and visitors to the city; and

WHEREAS, the City of West St. Paul recognizes the benefits and cost efficiencies in collaborative efforts;

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that authorization is granted to enter into this continuing collaborative effort to enforce traffic safety laws throughout Dakota County and the Mutual Police Assistance Agreement for Enforcement of Traffic Laws is hereby approved.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 13th day of January 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Brian Sturgeon, Chief of Police**

Date: **January 13, 2020**

Animal Control Boarding Contract, Renewal

BACKGROUND INFORMATION:

The City of West St Paul has had a contract for approximately 18 years with Dr, David Abramowicz of South St Paul Animal Hospital to provide for animal impoundment services for our community. This contract has worked well for both parties and our officers are very familiar with the process in using this vendor.

Our current contract is expired and Dr. Abramowicz is proposing to increase some fees associated with this contract renewal. These fees have not increased in over 10 years. The proposed increases include:

- Daily boarding fee for dogs increased from $25.00 to $30.00
- Daily boarding fee for cats increased from $21.00 to $25.00

The Police Department generally does not impound cats due to high number of feral cats in our community, and by addressing these animals, our budget would be depleted within a few months which did occur several years ago. As far as costs associated with the impoundment of dogs, most of those costs are recovered when owners retrieve their pets, thus there are no costs to the city.

When a dog is impounded and the owner cannot be located, in almost all circumstances, South St Paul Animal Hospital will rehome these dogs and not euthanize them. A very nice benefit to utilizing this vendor.

Additionally, the cities of South St Paul and Inver Grove Heights employ this animal hospital for their boarding services as well.

As far as added costs to the City of West St Paul, the increase of fees are minimal and we do not believe it will create additional costs above and beyond the 2020 budgeted amount for this service.

Attached is the proposed contract with South St Paul Animal Hospital. The changes include the increase of fees listed above, removal of City Code numbers that are now invalid, as well as some grammar changes. This contract is a proposed three year contract with a 90 day termination clause by either party.

FISCAL IMPACT:

		Amount
Fund:		**None**
Department:		
Account:		

STAFF RECOMMENDATION:

Authorize the City Manager to sign the contract to enter into the Animal Boarding contract with South St Paul Animal Hospital which will be valid for a three year period.

MUNICIPAL ANIMAL IMPOUND AGREEMENT

AGREEMENT, dated as of January 1, 2020 by and between the City of West St. Paul, a Minnesota municipal corporation, and Dr. David Abramowicz (each being sometimes referred to as Party", or collectively as "Parties").

WHEREAS, Dr. David Abramowicz, a licensed veterinarian, owns and operates an animal hospital and a kennel known as South St. Paul Animal Hospital PA at 501 North Concord Street, South St. Paul, Minnesota; and

WHEREAS, the Parties desire to operate the Municipal Animal Pound upon the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the Parties agree as follows:

ARTICLE ONE

Definitions

Section 1.01. Definitions: When used in this is Agreement, the following words or phrases have the following meanings and the following definitions shall be equally applicable to both the singular and plural forms of any of the terms herein defined:

"Agreement" means this Agreement, as it may be amended, supplemented or restated from time to time,

"Animal" means a dog or cat.

"City" means the City of West St. Paul.

"Municipal Animal Pound" or "Pound" means the South St. Paul Animal Hospital PA, 501 North Concord Street, South St. Paul, Minnesota.

"Code" means the West St. Paul City Code. "Abramowicz"

means Dr. David Abramowicz.

Certain other terms capitalized but not defined herein shall have the meaning assigned to such terms in Section 90 of the Code.

ARTICLE TWO
The Agreement

Section 2.01. Purpose: The purpose of this Agreement is to define the rights and obligations of the City and Abramowicz with respect to the operation of the Pound throughout the term of this Agreement.

Section 2.02. Cooperation: The City and Abramowicz will cooperate and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The Parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement. Unforeseen problems and situations involving the Agreement on any additional concerns not covered in the contract, can be resolved by having an open discussion with Dr. Abramowicz and a representative of the City.

Section 2.03. Term: This Agreement shall remain in effect for three (3) years commencing upon signatures of all parties unless either party gives written notice for termination as articulated in Section 6.05 of this agreement.

Section 2.04. Recitals: The above recitals are true and correct as of the date of this Agreement and constitute a part of this Agreement.

ARTICLE THREE
Designation of Pound

Section 3.01. Pound Designation: The City hereby designates the South St. Paul Animal Hospital as the Municipal Animal Pound and Pound Keeper.

ARTICLE FOUR
Abramowicz's Obligations

Section 4.01. Impoundment: Abramowicz shall confine Animals in the Pound delivered there by police officers, reserve officers, or the community service officers of the City, for the time periods required by this Agreement, and dispose of unclaimed Animals as provided herein, and with the understanding that not more than eight (8) Animals may be confined at any time. If Animals are delivered to the Pound that will result in the maximum number being exceeded, Dr. Abramowicz will use his best efforts to find appropriate boarding facilities for them.

Section 4.02. Pound Condition: The Pound shall be maintained in a clean and sanitary condition at all times.

Section 4.03. Animal Care: Animals impounded in the Pound shall receive kind treatment, sufficient food and water for the Animal's comfort, and proper care and shelter.

Section 4.04. Pound Hours:

a) The Pound shall be open to the public from 8:00 a.m. to 6:00 p.m., Monday through Friday and from 8:00 a.m. to noon on Saturday. The Pound will not be open to the public on Sunday or on legal holidays.

b) Police officers, reserve officers, and the community service officer of the City shall have access to the Pound 24 hours per day, 7 days a week.

Section 4.05. Holding Periods:

a) Except as otherwise provided in this section, impounded Animals shall be confined for six (6) calendar days, unless sooner claimed by the owner.

b) If an Animal is known to be or suspected of being rabid and has, or has not, bitten a person, it must be confined in the Pound for not less than ten (10) days.

Section 4.06. Kennel License: At all times during the term of this Agreement, Abramowicz shall maintain a kennel license issued by the State of Minnesota for the Pound.

Section 4.07. Claimed Animals; Fees: Prior to the release of a claimed Animal to its owner, Abramowicz shall collect in cash, or immediately available funds, the impound fee, boarding fee, and medical fee, if any. A dog shall not be released unless it has a valid license issued by the City, or the municipality in which the Owner lives, as the case may be.

Section 4.08. Unclaimed Animals: Unclaimed Animals are to be disposed of after the six (6) day period. This document defines a term in the contract between South St. Paul Animal Hospital PA and the City of West St. Paul in regards to the contract for impounding services. The purpose of the definition is to prevent a misunderstanding in regards to the term, and thereby avoid any unforeseen legal entanglement as a result of action taken by South St. Paul Animal Hospital PA.

The term to be defined as "Disposal;" It is agreed that when an impounded animal comes to the end of its six (6) days stay, it is to be disposed of. Typically, this is meant to mean euthanasia. However, it is understood that in the humanitarian interest to the citizens of the City of West St. Paul, animals may be disposed of in other ways that South St. Paul Animal Hospital PA sees fit. This can include, but not limited to, keeping the animal longer than the six (6) day period in order that the animal may be spared and placed in a home or shelter. No additional charges will be made to the City of West St. Paul beyond the disposal fee. All additional costs beyond the six (6) days shall be the responsibility of South St. Paul Animal Hospital PA.

The animals are not to be sold for research or any other purpose that the Minnesota Board of Animal Health would consider unethical.

Section 4.09. Insurance: Abramowicz, at his cost, shall at all times during the term of this Agreement, have and keep in force insurance in an amount not less than $10,000 for property damage arising from one occurrence, $200,000 for personal injuries or death, and $600,000 for personal injuries or death arising out of a single occurrence. The City shall be named as an additional insured under the policy. Any policy maintained under this section shall provide that it shall not be canceled, materially changed, or not renewed without sixty (60) days prior written notice by the insurer to the City. Abramowicz shall furnish a certificate or certificates showing such insurance in effect.

ARTICLE FIVE

Fees; Payment

Section 5.01. Fees. The following fees shall be charged:

A. Impound fee $25.00;

8. Boarding Fee:
   1. $30.00 per day or fraction thereof for a dog,
   2. $25.00 per day or fraction thereof for a cat.
   3. $25.00 per day or fraction thereof for an exotic animal

C. Disposal Fee:

   1. $70.00 for an Animal under 50 pounds,
   2. $90.00 for an Animal 50 pounds or more.

D. Medical fee to stabilize Animal for the confinement period, $50.00 maximum.

E. After the first year of this contract and each year thereafter until the contract becomes void, Dr. Abramowicz may increase the disposal fees articulated in item "c" above once per year and by no more than 10% of the current disposal fee rate. Notification of an increase in disposal fees shall be done to the police chief in writing and at least 90 days before such an increase will take effect.

Section 5.02. Fees Payment: The City shall pay the boarding fee, euthanasia fee or medical fee with regard to each unclaimed Animal. Uncontested fees shall be paid within 30 days following receipt by the City of the statement.

Section 5.03. Monthly Statement; Activity Report: Abramowicz shall monthly submit a written statement to the City of all fees earned in the preceding month. At the same time, Abramowicz shall remit to the City all fees collected in the preceding month. The monthly statement shall show for each type of Animal in the preceding month (a) the number impounded, (b) the number of days each Animal was confined, (c) the disposal costs, (d) medical costs, and (e) the number

placed for adoption. The City shall make payment to Abramowicz for services including boarding, disposal, and medical treatment of animals where an owner cannot be found.

ARTICLE SIX

Default: Termination

Section 6.01. Events of Default: The persistent or repeated failure or refusal by a Party to fulfill substantially any of its material obligations under this Agreement shall constitute an Event of Default on the part of the defaulting Party.

Section 6.02. Opportunity to Cure: No event set forth in this Section 6.01 shall constitute an event of Default giving rise to the right to terminate unless and until (a) written notice is given to the defaulting Party, specifying that a particular Event{s) of Default exists which will, unless corrected within a reasonable period of time which shall be not less than five (5) days, constitute a material breach of this Agreement on the part of the defaulting Party, and (b) the defaulting Party has not corrected such default within such reasonable period of time.

Section 6.03. Unavoidable Delay: Unavoidable Delay means a delay resulting from a cause over which the Party required to make performance does not have control and which cannot or could not have been avoided by the exercise of reasonable care, including but not limited to acts of God, accidents, war, civil unrest, embargoes, strikes, litigation, and delays of the other Party or its contractors, employees, or agents in the performance of their duties under this Agreement.

Section 6.04. Performance Excused: In the event of an Unavoidable Delay, the inability or delay in the performance of any of the terms and provisions of this Agreement shall be excused and shall not constitute an Event of Default.

Section 6.05. Termination: Either Party shall have the right to terminate this Agreement if an event of Default as defined in Section 6.1 on the part of the other Party has occurred. A Party shall give ninety (90) days written notice of termination to the other Party. No termination shall limit or otherwise affect the respective rights and obligations of either party accrued prior to the date of such termination.

ARTICLE SEVEN

General Provisions

Section 7.01. Notices: All notices, requests, or other communications required or permitted to be given or made under this Agreement by either Party hereto shall be in writing and shall be deemed to have been duly given or served if delivered personally to or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the party intended to receive such notice, at the addresses set forth below, or at such other addresses as the Parties may designate from time to time by notice given to the other party in the manner hereinbefore set forth:

If to the City: City of West St. Paul
Attn: Chief of Police
1616 Humboldt Avenue
West St. Paul, MN 55118

If to Abramowicz: Dr. David Abramowicz
501 North Concord Street
South St. Paul, MN 55075

In the case of a mailed notice, the registration or certification slip, and not the return slip, shall be conclusive as evidence of the mailing date of any such notice. All mailed notices are deemed delivered 72 hours after deposit in a regularly maintained United States Post Office *mail* box in Minnesota, or upon personal delivery.

Section 7 .02. Further Action: The Parties agree to execute such further documents, and take such further actions, as may be reasonably required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

Section 7 .03. Assignment: Neither Party's rights and obligations hereunder shall be assignable without the prior written consent of the other Party.

Section 7.04. Choice of Law: This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Minnesota.

Section 7. 05. Entire Agreement: This Agreement supersedes any prior agreements and contains the entire agreement of the Parties and all representations with respect to the subject matter hereof. Any prior correspondence, memoranda, or agreements are replaced in total by this Agreement.

Section 7.06. Amendments: Any amendments to this Agreement shall be in writing and signed by all Parties.

Section 7.07. Counterparts: This Agreement may be executed in counterparts, any one of which shall be deemed to be an original, but such counterparts when taken together shall constitute but one agreement.

Section 7.08. Captions: Captions are for convenience only and shall not be deemed part of the contents of this Agreement.

Section 7.09. Parties in Interest: This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their permitted assigns, and nothing in this Agreement,

expressed or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

Section 7 .10. Waiver : The waiver of any of the rights or remedies arising pursuant to this Agreement on any one occasion by any Party shall not constitute a waiver of any rights or remedies in respect to any subsequent breath or default of the terms of this Agreement.

Section 7 .11. Conflict of Interest: Abramowicz represents and warrants that no member, official, officer, or employee of the City has or shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 7 .12. Minnesota Government Data Practices Act: Information supplied by Abramowicz to the City is subject to the Minnesota Government Data Practices Act (the "Act"}, Minnesota Statutes, Chapter 13. Such information shall become public data unless it falls into one of the exceptions in the Act. Abramowicz shall notify the City of any data that Abramowicz believes is classified as non-public data.

Section 7 .13. Examination of Records: Pursuant to Minnesota Statutes, Section 168.06, subd. 4, the books, records, documents, and accounting procedures and practices of Abramowicz relative to this Agreement are subject to examination by the City, or its authorized representative, and either the legislative auditor or the state auditor, as appropriate.

Abramowicz shall maintain the records for a period of not less than three (3) years from the date of the termination of this Agreement.

CITY OF WEST ST. PAUL

By: _____
David J. Napier, Mayor

By: _____
Ryan Schroeder, City Manager

By: _____
Dr. David Abramowicz

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION AUTHORIZING EXECUTION OF
MUNICIPAL ANIMAL IMPOUND AGREEMENT

WHEREAS, Dr. David Abramowicz, a licensed veterinarian, owns and operates an animal hospital and a kennel known as South St. Paul Animal Hospital, PA, located at 501 North Concord Street, South St. Paul, Minnesota; and

WHEREAS, the Parties desire to operate the Municipal Animal Pound upon the terms, conditions and provisions of this Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council, authorizing the City Manager to enter into an agreement by the Parties to operate the Municipal Animal Pound as outlined in the attached agreement.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 13th day of January 2020.

Attest:

David J. Napier, Mayor	Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Ross Beckwith, Public Works & Parks Director/City Engineer**

Date: **January 13, 2020**

Splash Pad Repair Contract

BACKGROUND INFORMATION:

The splash pad at Harmon Park was operating without the four-umbrella water feature during the summer of 2019 due to a water line break. Unfortunately, the break is below the decorative concrete, which makes it very difficult to repair. Two quotes were received for the repair, which include all of the concrete removal and replacement. With the exact location of the leak being difficult to pinpoint, there is a chance that additional concrete removal and replacement will be necessary. The goal is to get this repair completed prior to June 2020.

FISCAL IMPACT:

Quotes were received from Commercial Recreation Specialists ($30,147) and Axel Ohman Masonry & Concrete ($45,547). Staff has reviewed the proposals and is recommending Commercial Recreation Specialists be awarded the contract for repairing the splash pad. Financing will come out of the Park Redevelopment Fund, which is in place to finance park enhancement projects.

STAFF RECOMMENDATION:

Staff recommends that City Council award a contract to Commercial Recreation Specialist to repair the splash pad in the amount of $30,147.

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Ross Beckwith, Public Works & Parks Director/City Engineer**

Date: **January 13, 2020**

Change Orders for 2019 Street Improvements Project 19-1

BACKGROUND INFORMATION:

On March 11, 2019 a contract for $4,143,126.83 was awarded to Northdale Construction Company, Inc. for the 2019 Street Improvements Project, CP 19-1. Throughout construction, additional work was required that was not included in the original plan. There are seven change orders that were recently resolved between the contractor and City. Additional change orders were dismissed or paid at unit prices.

1. Change Order 6: Added catch basin and drain tile to pick up low point drainage behind the curb ($2,000).
2. Change Order 10: Connected to existing sanitary manhole and installed 6-inch sanitary sewer service for Sola Salon ($13,900.95). The City will be reimbursed by Sola Salon for this work.
3. Change Order 12: Regraded sidewalk near Fox Ridge Dr. to achieve ADA compliance ($3,626.64)
4. Change Order 13: Replaced unknown 12-inch storm sewer pipe ($3,843.31).
5. Change Order 14: Relocated hydrant to avoid sidewalk conflict ($6,642.12).
6. Change Order 15: Removed a storm sewer overflow structure and pipe ($2,929.99).
7. Change Order 16: Installed a concrete valley gutter ($1,000).

FISCAL IMPACT:

The existing contract with Northdale Construction is for $4,143,126.83. The proposed change orders add $33,943.01 to the contract for a revised contract amount of 4,177,069.84. Even with these change orders, the total construction cost is estimated to be below the original contract amount.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Change Orders 6, 10, 12, 13, 14, 15 and 16 for $33,943.01 with Northdale Construction Company, Inc. for the 2019 Street Improvements Project, City Project 19-1.

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Ross Beckwith, Public Works & Parks Director/City Engineer**

Date: **January 13, 2020**

Approve Plans and Specifications and Authorize Ad for Bid for 2020 Street Improvements Project CP 20-1

BACKGROUND INFORMATION:

The Engineering Department and our consultant, Bolton & Menk, have completed the plans and specifications for this year's street improvement project. The 2020 Street Improvements Project includes a mill and overlay on Marie Avenue from Robert Street to Oakdale Road and reconstruction of the alley south of Bernard Street and east of Stryker Avenue. This project will be formally advertised and has a bid opening date of February 20, 2020.

FISCAL IMPACT:

The estimated construction cost for Marie Avenue is $350k and the alley is $100k. Marie Avenue will be financed by State Aid (65%) and assessments (35%). The alley will financed by the street improvement fund (10%) and assessments (90%).

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the attached resolution approving plans and specifications and authorizing the ad for bid for the 2020 Street Improvements Project 20-1.

Attachments: CP 20-1 Title Sheet
Resolution

MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA
MARIE AVENUE MILL & OVERLAY

DESIGN DESIGNATION	MARIE AVE
STA. 1+07.38 TO STA. 30+04.56	
FUNTIONAL CLASSIFICATION	MINOR COLLECTOR
R-VALUE	20
ΣN-18	533,000
NO. & WIDTH OF TRAFFIC LANES	4 & 12 ft
NO. & WIDTH OF PARKING LANES	0, 0 ft
ADT (PRESENT YEAR) 2020	5,200
ADT (PROJECTED YEAR) 2040	5,720
HCADT (PROJECTED YEAR) 2040	3.83%
DESIGN SPEED	30 mph
DESIGN LOAD	10 ton

DESIGN SPEED FOR ROADWAY BASED ON
ON STOPPING SIGHT DISTANCE:
HEIGHT OF EYE = 3.5 FT
HEIGHT OF OBJECT = 2.0 FT

CONSTRUCTION PLAN FOR: MILLING, PLANT MIXED BITUMINOUS PAVEMENT, SPOT CONCRETE CURB AND GUTTER, STORM SEWER, AND RELATED APPURTENANCES

SAP 173-122-017 LOCATED ON MARIE AVENUE FROM 100' EAST OF ROBERT STREET TO OAKDALE AVENUE (GEOGRAPHICAL DESCRIPTION)

FROM THE SE CORNER OF THE SW ¼ OF THE SW ¼ OF SECTION 20, T28N, R22W TO THE NE CORNER OF THE NW ¼ OF THE NE ¼ OF SECTION 29, T28N, R22W (LEGAL DESCRIPTION)

MARIE AVENUE (SAP 173-122-017)

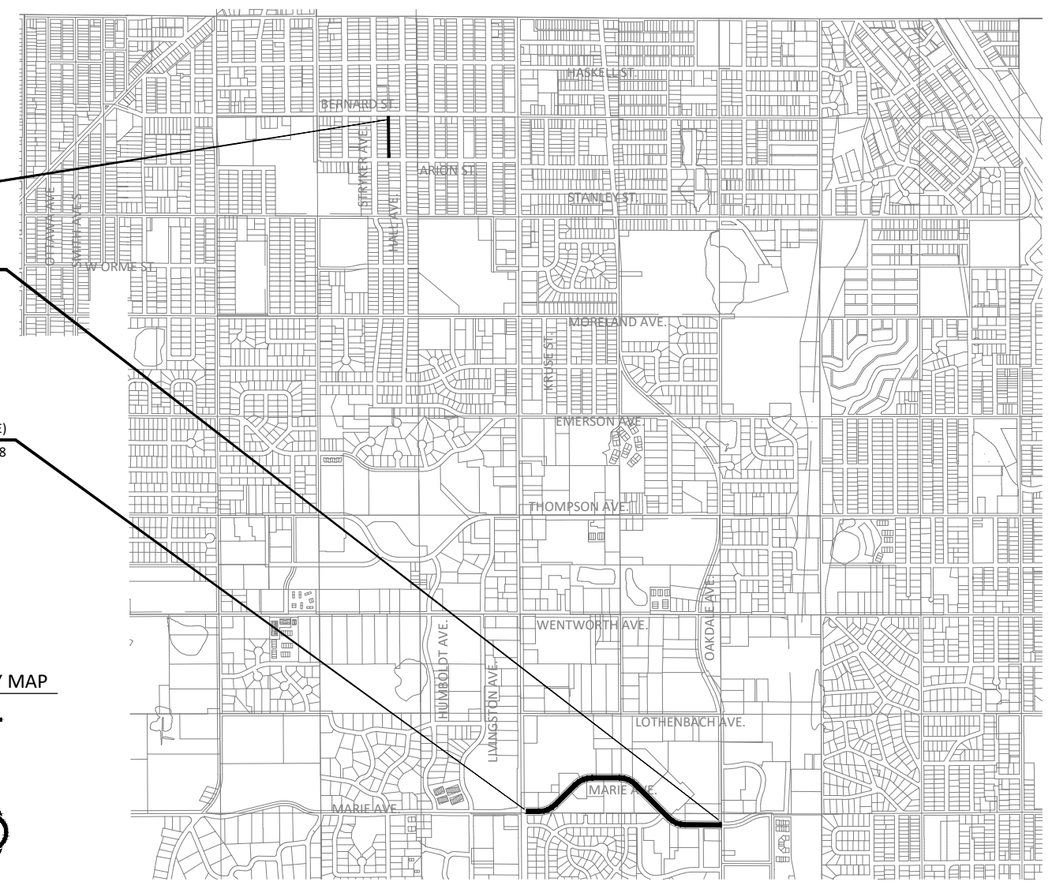
GROSS LENGTH	2,897.18	FEET	0.549	MILES
BRIDGE LENGTH	NA	FEET	NA	MILES
EXCEPTION LENGTH	NA	FEET	NA	MILES
NET LENGTH	2,897.18	FEET	0.549	MILES

LENGTH AND DESCRIPTION BASED UPON
PROPOSED MSAS 122 CENTERLINE

ALLEY RECONSTRUCTION
(NON-PARTICIPATING)

END PROJECT: SAP 173-122-017 (MARIE AVE)
STA. 30+04.56

BEGIN PROJECT: SAP 173-122-017 (MARIE AVE)
STA. 1+07.38

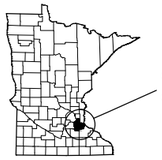


TYPICAL PLAN SCALE
UNLESS OTHERWISE NOTED:

HORIZONTAL SCALE 0 25 50 SCALE FEET

VERTICAL SCALE 0 5 10 SCALE FEET

PROJECT LOCATION



CITY: WEST ST. PAUL
COUNTY: DAKOTA
DISTRICT: METRO

VICINITY MAP

INDEX MAP 0 1000 2000 SCALE FEET

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

BM=982.19
TNH
NW QUADRANT
BENARD ST & HALL AVE

PROJECT DATUM:
HORIZONTAL: DAKOTA COUNTY NAD 83, 1986 ADJ.
VERTICAL: NGVD 29 (CITY DATUM)

RECORD DRAWING INFORMATION
OBSERVER:
CONTRACTOR:
DATE:

MINN. PROJ. NO. STATE FUNDS

--- GOVERNING SPECIFICATIONS ---
THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATION FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM AND BE INSTALLED IN ACCORDANCE WITH THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD) AND PART VI, "FIELD MANUAL" FOR TEMPORARY TRAFFIC CONTROL DEVICES.

SHEET NUMBER	SHEET TITLE
GENERAL	
1	TITLE SHEET
2	LEGEND
3	STATEMENT OF ESTIMATED QUANTITIES
4	LOCATION PLAN
5	TYPICAL SECTIONS
6 - 7	STANDARD DETAILS
CIVIL	
8	REMOVALS PLAN
9 - 13	EROSION CONTROL PLAN
14 - 18	STREET IMPROVEMENTS PLAN
19 - 22	SIGNING AND STRIPING PLAN
23 - 29	CROSS-SECTIONS

THIS PLAN SET CONTAINS 29 SHEETS.

Eric Seaburg, P.E.
Design Engineer: I hereby certify that this plan was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date 01/13/2020 License Number 53712

Approved: City of West St. Paul Engineer — Date

District State Aid Engineer:
Review for compliance with State Aid Rules/Policy — Date

Approved for State Aid Funding: State Aid Engineer — Date

BOLTON & MENK
12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
Phone: (952) 890-0509
Email: Burnsville@bolton-menk.com
www.bolton-menk.com

DESIGNED	EJS
DRAWN	EJS
CHECKED	EJS
CLIENT PROJ. NO.	20-1

NO.	ISSUED FOR	DATE

WEST ST. PAUL, MINNESOTA
MARIE AVENUE MILL & OVERLAY
STATE AID PROJECT NO. 173-122-017

SHEET 1 OF 29

©Bolton & Menk, Inc. 2019, All Rights Reserved
H:\WSTP\T181184681\CAD\C3D\118468001.dwg 1/6/2020 8:45:59 AM

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND AUTHORIZING AD FOR BID
2020 STREET IMPROVEMENT PROJECT NO. 20-1

WHEREAS, pursuant to Resolution No. 19-123, Ordering Improvement and Authorizing Preparation of Plans and Specifications for City Project 20-1, passed by the City Council on October 28, 2019, Staff has prepared plans and specifications for the 2020 Street Improvement Project No. 20-1; and

WHEREAS, the plans will be advertised as required by Minnesota Statues, Sections 429.011 to 429.111.

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 13th day of January 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Brian Sturgeon, Chief of Police**

Date: **January 13, 2020**

Request for Prorated License Fee El Nuevo Morelo's Mexican Restaurant

BACKGROUND INFORMATION:

Cruz Enterprises, LLC, dba El Nuevo Morelo's Mexican Restaurant located at 360 Bernard Street W, had a Beer and Wine liquor license in 2019. The owner, Oscar Cruz Martinez, applied for and received a 2020 Beer and Wine liquor license after Council approval in December 2019. Mr. Martinez contacted the Licensing Department in December and stated he would like to have a full complement of liquor in his restaurant and would like an On-Sale license instead of the Beer and Wine license that was previously approved.

The Licensing Department can accommodate Mr. Martinez's request but only under certain circumstances.

Mr. Martinez must apply for and pay for the associated application fees for the On-Sale liquor license. The difference in fees for the two licenses are listed below.

CURRENT LICENSE	CURRENT FEE
WINE	1,500.00
ON-SALE BEER	500.00
SUNDAY SALE	200.00
BACKGROUND RENEWAL	100.00
TOTAL	**$2,300.00**

PROPOSED LICENSE	PROPOSED FEE
ON-SALE	7,500.00
SUNDAY SALE	200.00
BACKGROUND RENEWAL	0.00
TOTAL	**$7,700.00**

The difference, or prorated fee will be $5,400.00.

In order to proceed with the prorated fee for the On-Sale liqour license, pursuant to City Code the Council must hold a hearing and approve or deny the fee. If approved, the applicant states he will apply for the On-Sale license, pay the difference of the two licenses in the amount of $5,400.00 and go through the normal application approval process. Since we just comleted a background check on the Beer and Wine license, the background fee of $100.00 will be waived.

FISCAL IMPACT:

		Amount
Fund:		**$5,400.00**
Department:		
Account:		

STAFF RECOMMENDATION:

Hold a hearing and either approve or deny the prorated fee of $5,400.00 for the On-Sale liquor license for a 2020 license. If approved, the applicant must fulfill the application requirements and the actual On-Sale liquor license will be placed on an upcoming Council agenda for approval.

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Melissa Sonnek, Community Development Coordinator**

Date: **January 13, 2020**

Conditional Use Permit, Site Plan, and Preliminary Plat – 1140 Robert St

BACKGROUND INFORMATION:

On behalf of Wakota Life Center, Dan Saad is requesting the approval of the following applications in order to construct a new 9,785 sq. ft. medical office at 1140 Robert St.:

1. Site Plan for the redevelopment of the property,
2. Conditional Use Permit to allow a medical office, and
3. Preliminary Plat to combine lots.

Wakota is proposing to tear down their existing 2,000 sq. ft. building at 1140 Robert St and build a new 2-story 9,785 sq. ft. building (see attached plans). The proposed building will be located on the same lot as the existing building (fronting Robert St.) with parking remaining at the rear of the property. The proposed expansion is to accommodate programming growth in response to the community's evolving needs.

PLANNING COMMISSION:

At the December 17th, 2019 meeting, The Planning Commission moved to continue the review of the application and the public hearing to the January 21st, 2020 meeting due to the applicant providing new information at the meeting. By continuing the review and public hearing, City Staff is allowed additional time to review the newly provided information. City Staff has sent out notification to the applicant to extend the review period by an additional 60 days, this makes the new deadline to make a decision on the applications March 21st, 2020.

STAFF RECOMMENDATION:

Staff is recommending that Council continue the public hearing to the January 27th, 2020 City Council meeting.

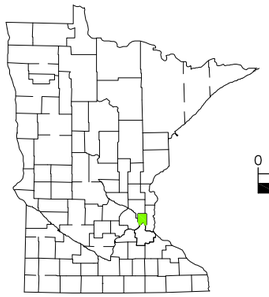
ATTACHMENTS:

Initial plans submitted with the application

WAKOTA LIFE CARE CENTER

1140 ROBERT STREET
WEST ST. PAUL, MINNESOTA

PRELIMINARY PLANS FOR:
PROPOSED BUILDING, PARKING LOT, PLAT, UTILITIES AND GRADING



0 20 40
SCALE IN FEET

PROJECT LOCATION
COUNTY: DAKOTA
CITY: WEST ST. PAUL

CONTACTS

OWNER REPRESENTIVE

DAN SAAD
PHONE CELL (612) 518-7818
PHONE OFFICE (651) 457-1195

GENERAL CONTRACTOR

SCARFONE CONTRACTING LLC
PHONE (651) 307-0335
RALPH SCARFONE

ARCHITECT

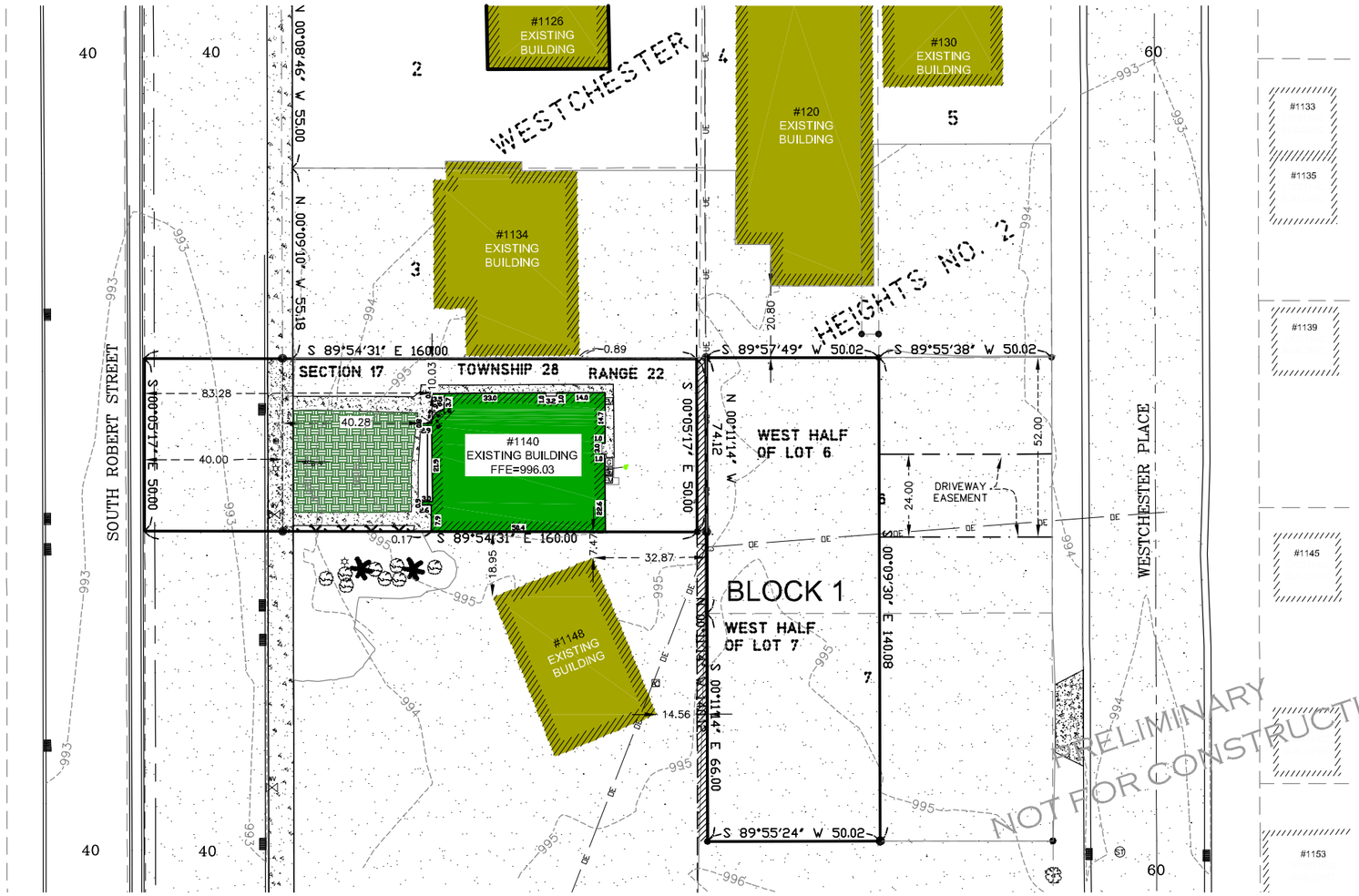
SKETCHES LLC
PHONE (651) 222-3444
CARLOS PEREZ

CITY PLANNER

CITY OF WEST ST. PAUL
PHONE (651) 552-4134
BENJAMIN BOIKE

ENGINEER / SURVEYOR

ENGINEERING DESIGN &
SURVEYING, INC.
6480 WAYZATA BLVD.
MINNEAPOLIS, MN 55426
PHONE (763) 545 2800
FAX (763) 545 2801
VLADIMIR SIVRIVER



SHEET INDEX

C1.....TITLE SHEET
C2.....EXISTING TOPOGRAPHY
C3.....SITE DIMENSION PLAN
C4.....GRADING, DRAINAGE & EROSION CONTROL PLAN
C5.....UTILITIES PLAN
C6.....SWMP PLAN
C7.....SWMP NOTES
C8.....PRELIMINARY PLAT
C9.....DETAILS
C10.....DETAILS 2

VICINITY MAP

SECTION 17, TOWNSHIP 28, RANGE 22

LEGEND

EXISTING

- DENOTES FOUND PROPERTY IRON
- DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "RLS 25105"
- DENOTES NAIL SET
- DENOTES PROPERTY LINE
- DENOTES LOT LINE
- DENOTES SETBACK LINE
- DENOTES DRAINAGE FLOW
- DENOTES ELECTRIC POWERPOLE
- 999.9 DENOTES EXISTING MINOR CONTOUR LINE
- 999.9 DENOTES EXISTING MAJOR CONTOUR LINE
- OE DENOTES OVERHEAD ELECTRIC
- (M) DENOTES MEASURED DIMENSION
- (P) DENOTES PLATTED DIMENSION
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE
- DENOTES WATER VALVE
- DENOTES SANITARY MANHOLE
- DENOTES BUSH
- DENOTES SHRUB
- DENOTES STORM CATCH BASIN (RECTANGLE)
- DENOTES STORM SEWER MANHOLE
- DENOTES MANHOLE (UNKNOWN UTILITY)
- DENOTES GAS METER
- DENOTES ELECTRIC METER
- DENOTES AIR CONDITIONER
- DENOTES DRAINAGE FLOW
- DENOTES GREEN SPACE AREA
- DENOTES LIGHT POLE
- DENOTES SIGN POST

MINIMUM SETBACKS

	BUILDING	PARKING
FRONT SETBACK	10-40	NOT PERMITTED
SIDE SETBACK	0	0
REAR SETBACK	20	10

ZONING

EXISTING ZONING	B -3
MEDIUM DENSITY	B

BENCHMARK

ELEVATION = 957.43 (NAVD 88) MNDOT DISK "BATLER".

ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Vlad Sivriver DATED: 11/22/19

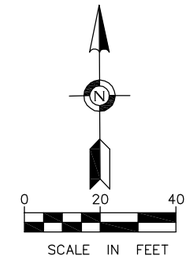
VLADIMIR SIVRIVER P.E. NO. 25105

TITLE SHEET

JOB NAME: GUIDING STAR WAKOTA NEW FACILITY	DRAWN BY: IS	PROJ. NO. 19-136
LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118	CHECKED BY: VS	SHEET NO. C1

EXISTING TOPOGRAPHY

Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166



LEGAL DESCRIPTION

The North 50 feet of the South 460 feet of the West 160 feet of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), Section Seventeen (17), Township Twenty-eight (28), Range Twenty-two (22), Dakota County, Minnesota, According to the Government Survey thereof.

Together with Lots 6, and 7, Block 1, EXCEPT the East one-half (½) thereof,WESTCHESTER HEIGHTS NO.2 RE-ARRANGEMENT, according to the recorded plat thereof, Dakota County, Minnesota.

Also together with an easement for common access and driveway and common parking lot purposes in favor of Lots Six (6) and Seven (7), except the East one-half (E½) thereof, WESTCHESTER HEIGHTS NO. 2 RE-ARRANGEMENT over a parcel of land described as follows:

The East one-half (E½) of Lot Six (6) and Lot Seven (7), in Block One (1), WESTCHESTER HEIGHTS NO. 2 RE-ARRANGEMENT, County of Dakota, State of Minnesota, per an Agreement for the Creation and Maintenance of Common Parking Lot dated the 24th day of March, 1991.

Also together with an easement for driveway purposes over and upon the following tract of land situated in the County of Dakota and State of Minnesota, described as follows, to-wit:

The South twenty-four (24) feet of the North fifty-two (52) feet of the East one-half (E½) of Lot Six (6) in Block one (1), WESTCHESTER HEIGHTS NO. 2 RE-ARRANGEMENT, per Document No. 107757, though said Agreement dated the 24th day of March 1991 does terminate said Dcoument 107757, however said Agreement is not currently recorded at said County of Dakota.

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LEGEND

- DENOTES FOUND PROPERTY IRON
- DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "RLS 25105"
- DENOTES NAIL SET
- DENOTES PROPERTY LINE
- DENOTES LOT LINE
- DENOTES SETBACK LINE
- DENOTES DRAINAGE FLOW
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- 999.9 DENOTES EXISTING MAJOR CONTOUR LINE
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- DENOTES GREEN SPACE AREA
- DENOTES LIGHT POLE
- DENOTES SIGN POST

ZONING

EXISTING ZONING	B -3
MEDIUM DENSITY	B

MINIMUM SETBACKS

FRONT SETBACK	40 FT.
SIDE SETBACK	0 FT.
REAR SETBACK	20 FT.

PRELIMINARY
NOT FOR CONSTRUCTION

NOTES

1. THE BASIS OF THE BEARING SYSTEM IS ASSUMED.
2. NO SPECIFIC SOIL INVESTIGATION HAS BEEN COMPLETED
3. NO TITLE INFORMATION WAS PROVIDED FOR THIS SURVEY. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD.
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5. PROPERTY DESCRIPTIONS APPROXIMATE AND NOT PROVIDED BY CLIENT
6. AT THE TIME OF THIS SURVEY THERE ARE NO BUILDING IMPROVEMENTS.

BENCHMARK

ELEVATION = 957.43 (NAVD 88) MNDOT DISK "BATLER".

EXISTING HARDCOVER

EXISTING BUILDING	2,028 SQ. FT
EXISTING CONCRETE SURFACE	1,991 SQ. FT
EXISTING BITUMINOUS SURFACE	9,070 SQ. FT
TOTAL IMPERVIOUS SURFACE AREA	13,089 SQ. FT.
TOTAL LOT AREA	15,013 SQ. FT.
EXISTING HARDCOVER	87.2 %

NO.	DATE	DESCRIPTION	BY

EDS
ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Vlad Sivriver DATED: 11/22/19

VLADIMIR SIVRIVER P.E. NO. 25105

EXISTING TOPOGRAPHY

JOB NAME: GUIDING STAR WACOTA NEW FACILITY

LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118

DRAWN BY: IS

CHECKED BY: VS

PROJ. NO. 19-136

SHEET NO. C2

SITE DIMENSION PLAN

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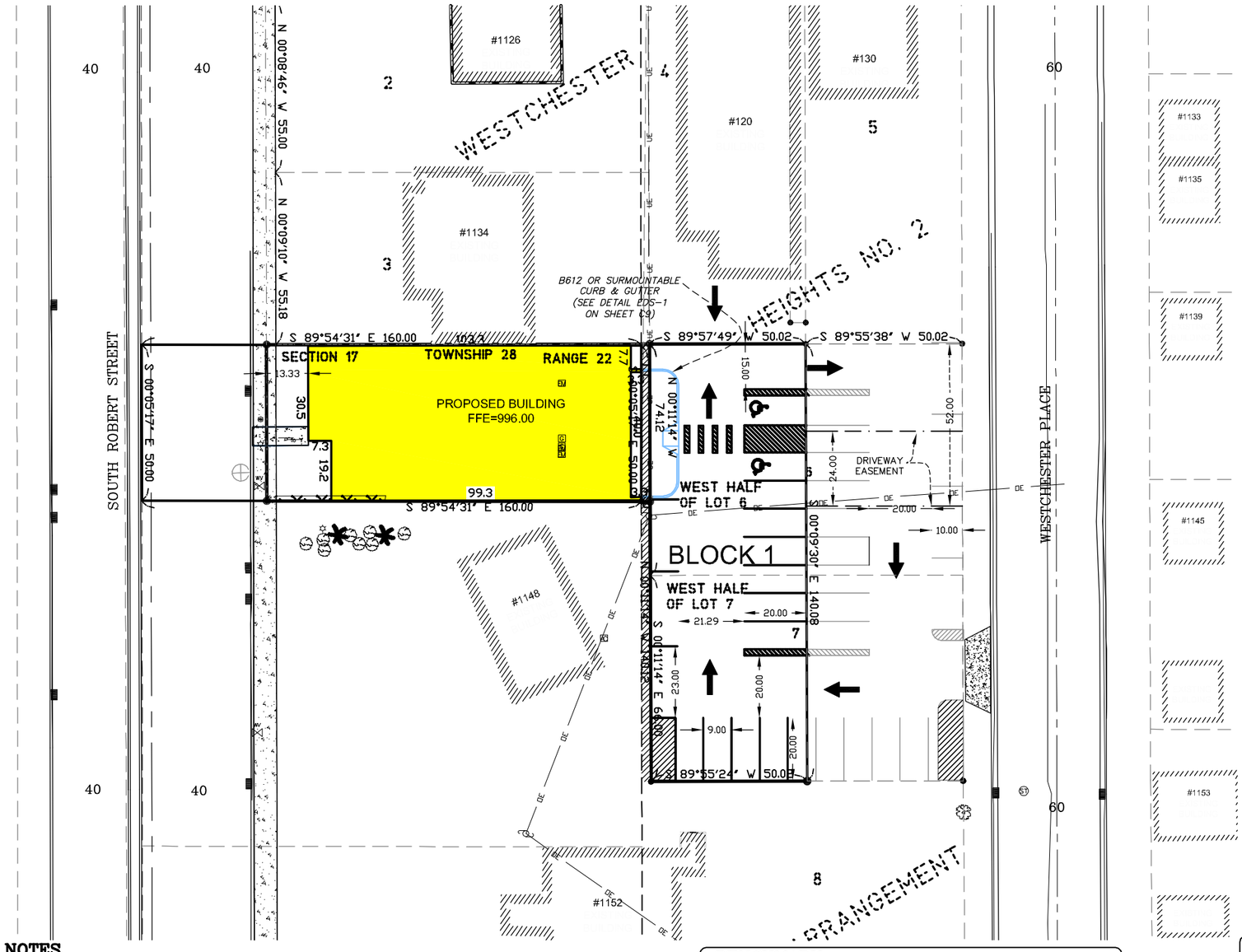

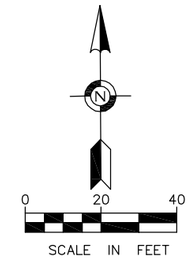

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Vlad Sivriver DATED: 11/22/19

VLADIMIR SIVRIVER P.E. NO. 25105

SITE DIMENSION PLAN

JOB NAME: GUIDING STAR WACOTA NEW FACILITY

LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118

DRAWN BY: IS

CHECKED BY: VS

PROJ. NO. 19-136

SHEET NO. C3

GRADING, DRAINAGE AND EROSION CONTROL PLAN

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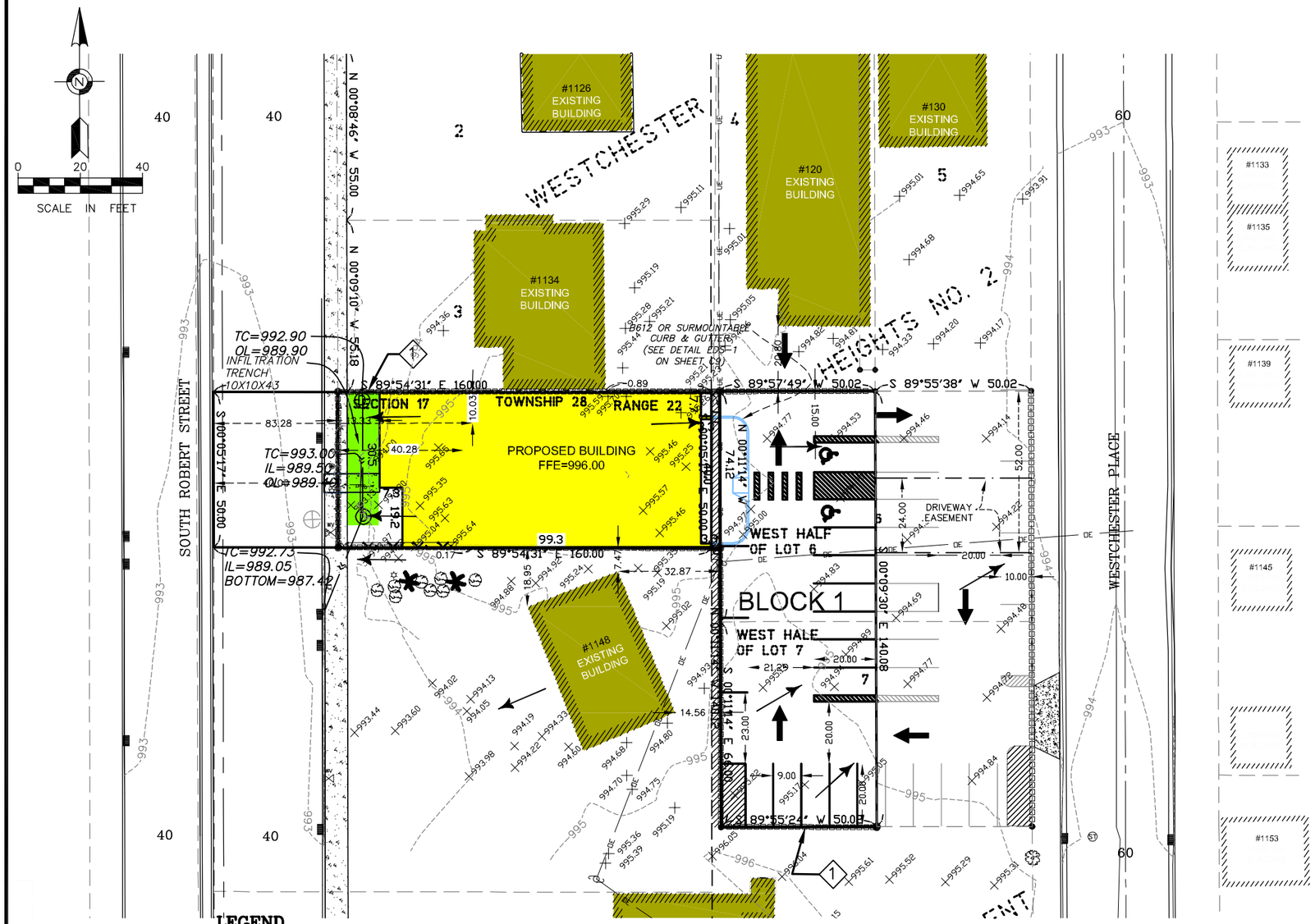
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166



GRADING NOTES

1. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS.
2. SUITABLE GRADING MATERIAL SHALL CONSIST OF ALL SOIL ENCOUNTERED ON THE SITE WITH EXCEPTION OF TOPSOIL DEBRIS. ORGANIC MATERIAL AND OTHER UNSTABLE MATERIAL. STOCKPILE TOPSOIL AND GRANULAR FILL AT LOCATIONS DIRECTED BY CONTRACTOR.
3. SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF THE EXISTING PAVEMENT.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
5. GRADES SHOWN ARE FINISHED GRADES, CONTRACTOR SHALL ROUGH GRADE TO SUBGRADE ELEVATION.
6. ALL EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ANY ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OFF THE CONSTRUCTION SITE.
8. COMPLETION OF SITE GRADING OPERATIONS SHALL RESULT IN ALL AREAS BEING GRADED TO 'PLAN SUBGRADE ELEVATION'. THE PARKING LOT AND DRIVEWAY AREAS SHALL BE DETERMINED BY REFERRING TO THE SITE PLAN AND PAVEMENT SECTION DETAILS FOR LOCATION AND LIMITS OF BITUMINOUS PAVEMENT SECTIONS.
9. THE MINIMUM GRADED SLOPE FROM EDGE OF BUILDING SHALL BE 6 INCHES IN 10 FEET.
10. FINISHED GROUND AND SOD ELEVATION ADJACENT TO BUILDING SHALL BE 6" BELOW FLOOR ELEVATION. SLOPE GROUND AWAY FROM BUILDING A MINIMUM OF 6" IN 10 FEET BEYOND 10 FEET REFER TO PLAN GRADES.
11. CONTRACTOR IS RESPONSIBLE FOR GRADING AND SLOPING THE FINISHED GROUND SURFACE TO PROVIDE SMOOTH & UNIFORM SLOPES. WHICH PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND PREVENT PONDING IN LOWER AREAS. CONTACT ENGINEER IF FIELD ADJUSTMENTS TO GRADING PLANS ARE REQUIRED.
12. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION, PAVEMENTS AND CURB AND GUTTER WITH SMOOTH UNIFORM SLOPES WHICH PROVIDE POSITIVE DRAINAGE. CONTACT PROJECT ENGINEER IF FIELD ADJUSTMENTS ARE REQUIRED.
13. INSTALL A MINIMUM OF 4 INCHES CLASS 7 AGGREGATE BASE UNDER CURB AND GUTTER.
14. CONTRACTOR SHALL REMOVE ONLY THOSE TREES MARKED IN THE FIELD VERIFY WITH ENGINEER PRIOR TO REMOVAL.
15. ALL GRADING SHALL BE ACCORDING TO MnDOT 2105.
16. EXISTING CURB CUTS SHALL BE REMOVED AND REPLACED WITH CURB AND GUTTER PER CITY STANDARD DETAILS (AND SPECIFICATIONS). B618 FOR PUBLIC STREET.
17. A BLOOMINGTON NON-RESIDENTIAL DRIVEWAY APRON IS REQUIRED ON ACCESSES TO PUBLIC STREETS.
18. CONTACT UTILITIES DIVISION REGARDING PERMIT FOR STORM SEWER CONSTRUCTION.

EROSION CONTROL NOTES

1. CONTRACTOR MUST CALL FOR A PRE-CONSTRUCTION MEETING 48HRS PRIOR TO ANY LAND DISTURBANCES 612-673-3867. FAILURE TO DO SO MAY RESULT IN FINES, THE REVOCATION OF PERMIT AND A STOP WORK ORDER BEING ISSUED.
2. INSTALL PERIMETER EROSION CONTROL AT THE LOCATIONS SHOWN ON THE PLANS PRIOR TO THE COMMENCEMENT OF ANDY LAND DISTURBANCE OR CONSTRUCTION ACTIVITIES.
3. BEFORE BEGINNING CONSTRUCTION, INSTALL A TEMPORARY ROCK CONSTRUCTION ENTRANCE AT EACH POINT WERE VEHICLES EXIT THE CONSTRUCTION SITE. USE 2 INCH OR GREATER DIAMETER ROCK IN A LAYER AT LEAST 6 INCHES THICK ACROSS THE ENTIRE WIDTH OF THE ENTRANCE. EXTEND THE ROCK ENTRANCE AT LEAST 50 FEET INTO THE CONSTRUCTION ZONE USING A GEO-TEXTILE FABRIC BENEATH THE AGGREGATE TO PREVENT MIGRATION OF SOIL INTO THE ROCK FROM BELOW.
4. REMOVE ALL SOILS AND SEDIMENTS TRACKED OR OTHERWISE DEPOSITED ONTO PUBLIC AND PRIVATE PAVEMENT AREAS. REMOVAL SHALL BE ON A DAILY BASIS WHEN TRACKING OCCURS AND MAY BE ORDERED BY MINNEAPOLIS INSPECTORS AT ANY TIME IF CONDITIONS WARRANT. SWEEPING SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE CONSTRUCTION AND DONE IN A MANNER TO PREVENT DUST BEING BLOWN TO ADJACENT PROPERTIES.
5. INSTALL INLET PROTECTION AT ALL PUBLIC AND PRIVATE CATCH BASIN INLETS, WHICH RECEIVE RUNOFF FROM THE DISTURBED AREAS. CATCH BASIN INSERTS OR OTHER APPROVED PRODUCT ARE REQUIRED IN UNDISTURBED AREAS THAT MAY RECEIVE RUN OFF FROM THE PROJECT AREA. HAY BALES OR FILTER FABRIC WRAPPED GRATES ARE NOT ALLOWED FOR INLET PROTECTION.
6. LOCATE SOIL OR DIRT STOCKPILES NO LESS THAN 25 FEET FROM ANY PUBLIC OR PRIVATE ROADWAY OR DRAINAGE CHANNEL. IF REMAINING FOR MORE THAN SEVEN DAYS, STABILIZE THE STOCKPILES BY MULCHING, VEGETATIVE COVER, TARPS, OR OTHER MEANS. CONTROL EROSION FROM ALL STOCKPILES BY PLACING SILT BARRIERS AROUND THE PILES. TEMPORARY STOCKPILES LOCATED ON PAVED SURFACES MUST BE NO LESS THAN TWO FEET FROM THE DRAINAGE/GUTTER LINE AND SHALL BE COVERED IF LEFT MORE THAN 24HRS.
7. MAINTAIN ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES IN PLACE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED. INSPECT TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES ON A DAILY BASIS AND REPLACE DETERIORATED, DAMAGED, OR ROTTED EROSION CONTROL DEVICES IMMEDIATELY.
8. TEMPORARILY OR PERMANENTLY STABILIZE ALL CONSTRUCTION AREAS WHICH HAVE UNDERGONE FINAL GRADING, AND ALL AREAS IN WHICH GRADING OR SITE BUILDING CONSTRUCTION OPERATIONS ARE NOT ACTIVELY UNDERWAY AGAINST EROSION DUE TO RAIN, WIND AND RUNNING WATER WITHIN 7-14 DAYS. USE SEED AND MULCH, EROSION CONTROL MATTING, AND/OR SODDING AND STAKING IN GREEN SPACE AREAS. AN EARLY APPLICATION OF GRAVEL BASE ON AREAS TO BE PAVED RECOMMENDED MINIMIZING EROSION POTENTIAL.
9. REMOVE ALL TEMPORARY SYNTHETIC, STRUCTURAL, NON-BIODEGRADABLE EROSION AND SEDIMENT CONTROL DEVICES AFTER THE SITE HAS UNDERGONE FINAL STABILIZATION WITH PERMANENT VEGETATION ESTABLISHMENT. FINAL STABILIZATION FOR PURPOSED OF THIS REMOVAL IS 70% ESTABLISHED COVER OVER DENUDED AREA.
10. READY MIXED CONCRETE AND CONCRETE BATCH PLANTS ARE PROHIBITED WITHIN THE PUBLIC RIGHT OF WAY. ALL CONCRETE RELATED PRODUCTION, CLEANING AND MIXING ACTIVITIES SHALL BE DONE IN THE DESIGNATED CONCRETE MIXING/WASHOUT LOCATIONS AS SHOWN IN THE EROSION CONTROL PLAN. UNDER NO CIRCUMSTANCE MAY WASHOUT WATER DRAIN ONTO THE PUBLIC RIGHT OF WAY OR INTO ANY PUBLIC OR PRIVATE STORM DRAIN CONVEYANCE.
11. CHANGES TO APPROVED EROSION CONTROL PLAN MUST BE APPROVED BY THE EROSION CONTROL INSPECTOR PRIOR TO IMPLEMENTATION. CONTRACTOR TO PROVIDE INSTALLATION AND DETAILS FOR ALL PROPOSED ALTERNATE TYPE DEVICES.

NOT FOR CONSTRUCTION

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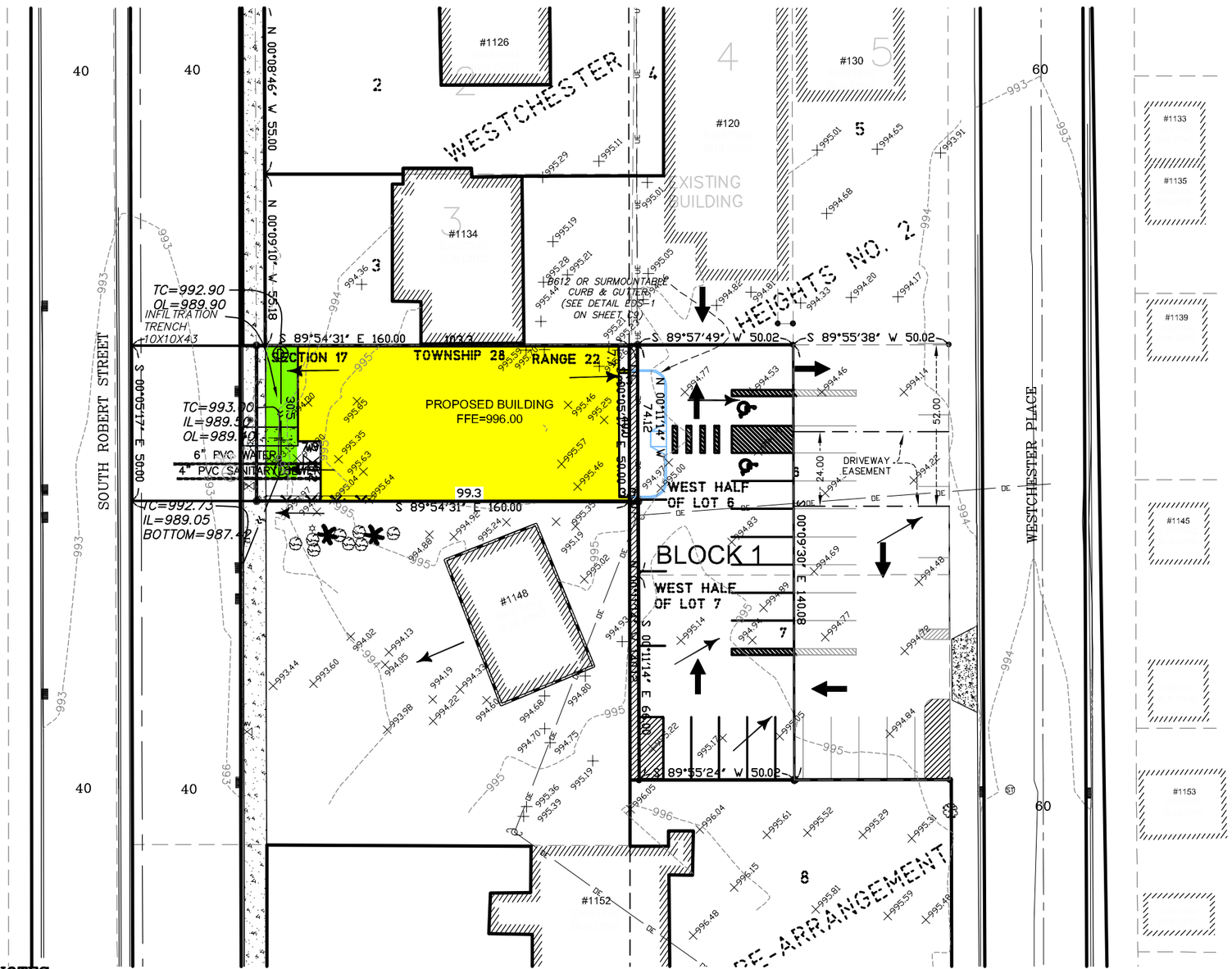

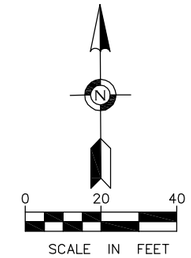

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MATERIALS

WATER
-WATER SERVICE — 6" C900 PVC PIPE

SANITARY
-SANITARY SERVICE — 4" SDR 40 PVC PIPE SCHEDULE 40

SEPARATION/LOCATION NOTES

- 4' TYPICAL SEPARATION BETWEEN SANITARY SERVICE AND
-WYE STATIONED FROM DOWNSTREAM MANHOLE.

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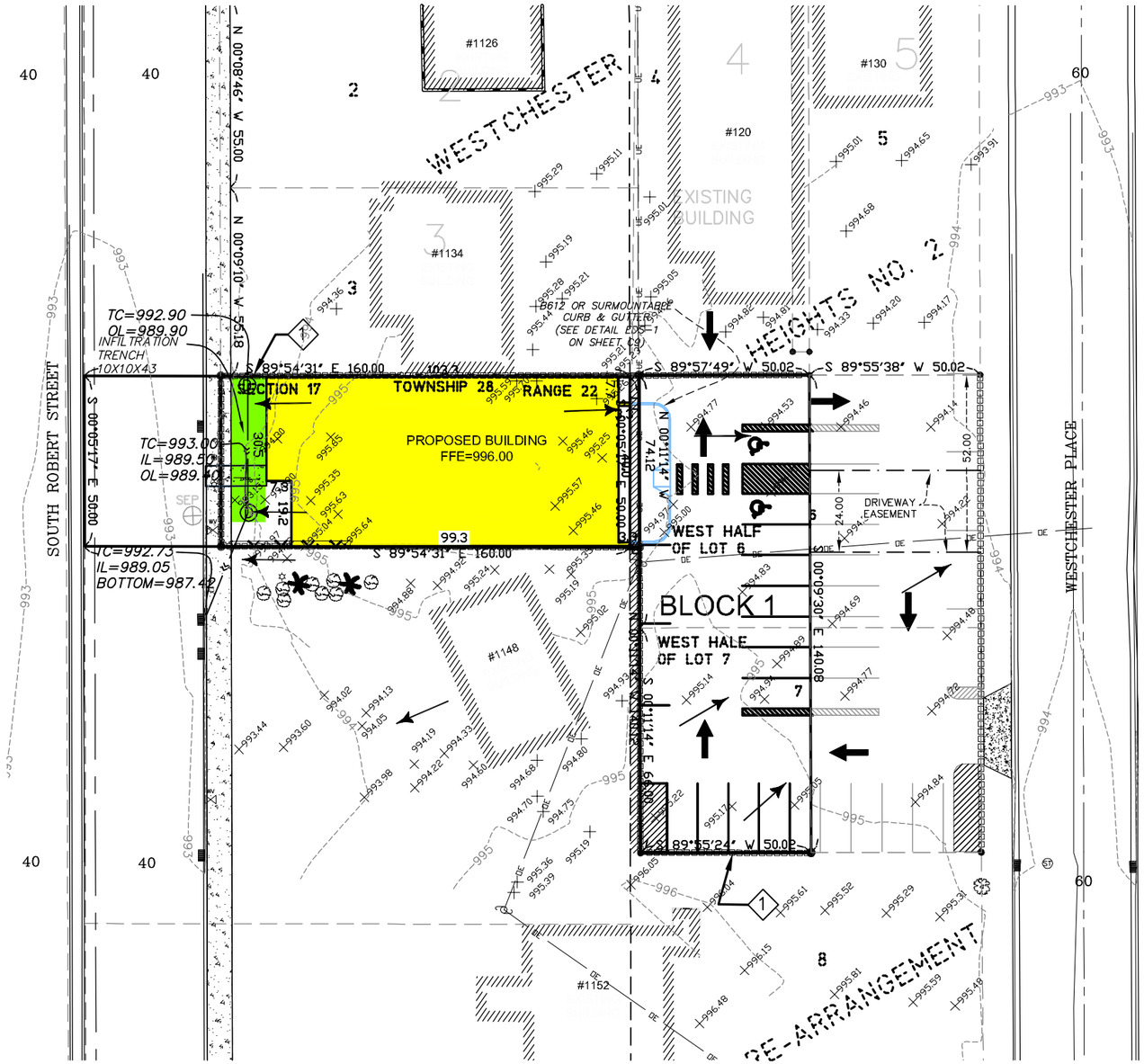
Vlad Sivriver DATED: 11/22/19
VLADIMIR SIVRIVER P.E. NO. 25105

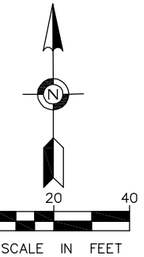
UTILITY PLAN

JOB NAME: GUIDING STAR WACOTA NEW FACILITY	DRAWN BY: IS	PROJ. NO. 19-136
LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118	CHECKED BY: VS	SHEET NO. C5

STORM WATER MANAGEMENT PLAN

Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166





LEGEND

- DENOTES FOUND PROPERTY IRON
- DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "RLS 25105"
- DENOTES NAIL SET
- DENOTES PROPERTY LINE
- DENOTES LOT LINE
- DENOTES SETBACK LINE
- DENOTES DRAINAGE FLOW
- DENOTES ELECTRIC POWERPOLE
- 999.9 DENOTES EXISTING MINOR CONTOUR LINE
- 999.9 DENOTES EXISTING MAJOR CONTOUR LINE
- OE DENOTES OVERHEAD ELECTRIC
- (M) DENOTES MEASURED DIMENSION
- (P) DENOTES PLATTED DIMENSION
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE
- WV DENOTES WATER VALVE
- S DENOTES SANITARY MANHOLE
- DENOTES BUSH
- DENOTES SHRUB
- DENOTES STORM CATCH BASIN (RECTANGLE)
- ST DENOTES STORM SEWER MANHOLE
- MH DENOTES MANHOLE (UNKNOWN UTILITY)
- G DENOTES GAS METER
- EM DENOTES ELECTRIC METER
- AC DENOTES AIR CONDITIONER
- DENOTES DRAINAGE FLOW
- DENOTES GREEN SPACE AREA
- DENOTES LIGHT POLE
- DENOTES SIGN POST

GENERAL NOTES

1. SEE SWPP NOTES ON SHEET C9 FOR FURTHER SWPP REQUIREMENTS, IN CASE OF CONFLICT BETWEEN THIS PLAN AND SWPP NOTES, THE SWPP NOTES SHALL OVERRULE.
2. ALL EROSION CONTROL MEASURES MUST BE INSTALLED AT THE INITIAL STAGES OF CONSTRUCTION AND MAINTAINED UNTIL ALL AREAS ALTERED HAVE BEEN RESTORED.
3. ALL REAR YARD AREAS OF LOTS AT SETBACK LINE ARE TO BE MULCHED AND SEEDED WITHIN 14 DAYS OF GRADING BY GRADING CONTRACTOR. ALL AREAS BETWEEN THE CURB AND SETBACK LINE ARE TO BE MULCHED AND SEEDED WITHIN 14 DAYS OF PRIVATE UTILITY INSTALLATION BY THE UTILITY CONTRACTOR.
4. STREET SWEEPING MUST BE UNDERTAKEN ON AN AS-NEEDED BASIS.
5. PERFORM SEEDING FOR FINAL STABILIZATION OF DISTURBED AREA AS FOLLOWS:

   a. REPLACE TOPSOIL TO PROVIDE A UNIFORM THICKNESS. LOOSEN TOPSOIL TO MINIMUM DEPTH OF 3".

   b. APPLY COMMERCIAL GRADE SLOW RELEASE FERTILIZER PER 1,000 SQUARE FEET.

   c. INCORPORATE FERTILIZER INTO SOIL BY USE OF HARROW OR OTHER MEANS TO PLACE FERTILIZER BELOW GROUND LEVEL.

   d. APPLE Mn/DOT SEED MIXTURE 190 AT RATE OF 100 POUNDS PER ACRE WITH BRILLION TYPE SEEDER OR OTHER MEANS TO COVER SEED WITH $\frac{1}{3}$" TO $\frac{3}{4}$" OF SOIL.

   e. APPLY UNIFORM COVERING OF Mn/DOT TYPE 1 MULCH AT A RATE OF 2 TONS PER ACRE.

   f. ANCHOR MULCH TO DEPTH OF 2" TO 3" WITH DISC ANCHOR OR OTHER MEANS IMMEDIATELY AFTER SEEDING.

NUMBERED NOTES

1. INSTALL SILT FENCE PRIOR TO START OF SOIL DISTURBING ACTIVITIES.
2. INSTALL TEMPORARY GRAVEL CONSTRUCTION ENTRANCE PRIOR TO START OF SOIL DISTURBING ACTIVITIES.
3. INSTALL STORM SEWER INLET PROTECTION IMMEDIATELY AFTER STRUCTURE INSTALLATION IF INLET IS TO REMAIN EXPOSED TO SURFACE RUNOFF.
4. INSTALL SWPP BOX NEAR THE CONSTRUCTION ENTRANCE.
5. INSTALL TEMPORARY CONCRETE WASHOUT PAD.

① PROVIDE SILT FENCE AROUND PERIMETER OF SITE

② PLACE SOD ON DISTURBED AREA

③ ALL FINISH ELEVATIONS ARE GIVEN ON FLOW LINE UNLESS OTHERWISE NOTED

④ ROCK CONSTRUCTION ENTRANCE

NOTES

1. THE BASIS OF THE BEARING SYSTEM IS ASSUMED.
2. NO SPECIFIC SOIL INVESTIGATION HAS BEEN COMPLETED
3. NO TITLE INFORMATION WAS PROVIDED FOR THIS SURVEY. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD.
4. EXISTING UTILITIES AND SERVICES SHOWN HEREON OWNER LOCATED EITHER PHYSICALLY ON THE GROUND DURING THE SURVEY OR FROM EXISTING RECORDS MADE AVAILABLE TO US OR BY RESIDENT TESTIMONY. OTHER UTILITIES AND SERVICES MAY BE PRESENT. VERIFICATION AND LOCATION OF UTILITIES AND SERVICES SHOULD BE OBTAIN FROM THE OWNERS OF RESPECTIVE UTILITIES BY CONTACTING GOPHER STATE ONE CALL AT (651)

BENCHMARK

ELEVATION = 957.43 (NAVD 88)
MNDOT DISK "BATLER".

NOT FOR CONSTRUCTION

EDS
ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Vlad Sivriver DATED: 11/22/19

VLADIMIR SIVRIVER P.E. NO. 25105

STORM WATER MANAGEMENT PLAN	JOB NAME: GUIDING STAR WACOTA NEW FACILITY	DRAWN BY: IS	PROJ. NO. 19-136
	LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118	CHECKED BY: VS	SHEET NO. C6

Storm Water Pollution Prevention Plan

The work described to implement the following Storm Water Pollution Prevention Plan (SWPPP) shall be considered part of the Contract Documents and shall be performed by the Contractor. The work to Install and maintain the Best Management Practices (BMP's) to prevent erosion and provide sediment control shall be in accordance with Permit No. MN R10000f and shall include, but are not necessarily be limited to, the requirements contained herein.

1. Construction Activity Information

Project Name: WAKOTA LIFE CARE CENTER
Project Address/Location: Township-Section-Range = 28-17-22
City/Township: City of WEST SAINT PAUL State: MN Zip Code: 55118
County Parcel ID Number(s): 420170061031 & 428381001072
All cities where construction will occur: City of WEST SAINT PAUL
All townships where construction will occur: Not Applicable
All counties where construction will occur: DAKOTA County
Project Size (number of acres to be disturbed): 0.345
Project Type: _ Residential XX Commercial
_ Road Construction _ Other (describe)

Cumulative Impervious Surface:
Existing area of impervious surface to nearest quarter acre: 0
Post construction area of impervious surface to nearest quarter acre: 0.3 Receiving Waters.,

Name of Water Body	Type	Appendix A Special Water?
N/A	N/A	No

Dates of Construction

Estimated Construction Start Date: MARCH, 2020
Estimated Completion Date: JUNE, 2020

Contact Information

Owner of Project Site: SCARFONE CONTRACTING, LLC
Business Name: SCARFONE CONTRACTING, LLC
Federal Tax ID Number: available as needed
State -Tax ID Number: available as needed
Contact Person: RALPH SCARFONE
Title: OWNER OF PROJECT Phone: 651-307-0335
Mailing Address: 4875 Pilot Knob Rd, Saint Paul, MN 55122-2740

Contractor (Party who will oversee Implementation of the SWPPP. May be same party as Owner above):

Business Name: SCARFONE CONTRACTING, LLC
Federal Tax 10 Number- available as needed
State Tax ID Number- available as needed
Contact Person: RALPH SCARFONE Title: OWNER OF PROJECT
Phone: 651-307-0335
Mailing Address: 4875 Pilot Knob Rd, Saint Paul, MN 55122-2740

General Construction Project Information

Description of the construction activity (what will be built, general time/ins., etc.).

WAKOTA LIFE CARE CENTER is a B-3 MEDICAL COMMERCIAL BUILDING

The construction activities will include grading operations for the construction of surface drainage and utilities. Storm sewer construction, exposed soil stabilization, and bituminous paving will follow grading operations.

Description of soil types found at the project: See soil report

According to soil borings taken by a geotechnical engineering consultant, the majority of the soils onsite fall under glacial till, consisting of lean sandy clay and clayey sand with traces of gravel.

2. General Site Information

Description of the location and type of all temporary and permanent erosion prevention and sediment control BMP's to be used, including the timing for installation and procedures used to establish additional temporary BMP 's as necessary.

Contractor shall install and maintain the temporary and permanent erosion prevention and sediment control BMP's as shown on the accompanying drawing and as described herein. The timing shall be in accordance with the Construction Activity Sequence below and in accordance with sound and proactive construction scheduling and practices.

Accompanying this SWPPP is a site plan that includes the following features:

* Existing and proposed grades, including dividing lines and direction of flow for all pre- and post-construction stormwater runoff drainage areas located within the project limits.
* Locations of impervious surfaces.
* Locations of areas not to be disturbed.
* Method(s) to be used for final stabilization of al exposed soil areas.

Description of stormwater mitigation measures required as the result of an environmental, archaeological, or other required local, state, or federal review of the project:

Not applicable to this project.

Description of the type and locations of BMP's appropriate for this site and sufficient to comply with all applicable requirements of the TMDL implementation plan and identification of the receiving water and of the areas of project site discharging to an impaired water that has an approved TMDL implementation plan that contains requirements for construction Stormwater discharges:

Not applicable to this project.

Selection of Permanent Stormwater Management System

Will the project create a new cumulative impervious surface greater than or equal to one acre? XX Yes _ No

If yes, a water quality volume of 1/2 inch of runoff from this area must be treated before leaving the site or entering surface waters (1 inch of runoff from this area if discharging to special waters).

Method(s) to be used to treat runoff from the new impervious surfaces created by the project:

__ Wet sedimentation basin XX Infiltration/Filtration basin

__ Regional ponds __Combination of practices

Description of treatment method(s) to be used, including design information for each method :

One infiltration trench will be constructed as shown on the plan. The basin has been designed to provide sufficient storage below the outlet run-out elevation to retain back-to-back 100-year, 24-hour rainfalls and runoff above the highest anticipated groundwater elevation and prevent damage to property adjacent to the basin. The trench has also been designed to store over 5000 gal of storm water for the on-site irrigation. Access is provided to the trench for future basin maintenance. The trench has been designed with a stabilized emergency overflow to accommodate storm events in excess of the trench's hydraulic design.

Description of how a proposed method to treat runoff from new impervious surfaces will achieve approximately 80% removal of total suspended solids on an annual average basis:

Not Applicable

3. Erosion Prevention Practices

Description of construction phasing, vegetative buffer strips, horizontal slope grading, and other construction practices to be used to minimize erosion:

Stage the soil disturbing activities to minimize the amount of disturbed soil prior to stabilization. Disturbed areas will be considered stabilized when covered with materials such as anchored mulch, staked sod, riprap, wood fiber blanket, or other materials that prevent erosion from occurring. Grass seeding alone will not be considered stabilization.

Disturb only those areas where proposed contours and elevations are shown to differ from the existing and where removals and other operations are noted. Special areas of the project site that are not to be disturbed by construction activity are noted on the plan.

Description of temporary erosion protection or permanent cover to be used for exposed positive slopes within 200 lineal feet of a surface water (stream, lake, pond, marsh, wetland, reservoir spring, river, storm water basin, storm water drainage system, waterways, water courses, and Irrigation systems whether surface water is natural or artificial, public or private with maximum time an exposed soil area can remain exposed when the area is not actively being worked:

Provide year round stabilization to the above mentioned areas in accordance with the following table:

Steepness of slope (H:V)	Maximum Exposure Duration When Area Is Not Actively Worked
Greater than 3:1	7 Days
3:1 through 10:1	14 Days
Less than 10:1	21 Days

Description of practices to be used to stabilize the normal wetted perimeter of drainage or diversion ditches within 200 lineal feet of the property edge or point of discharge to a surface water within 24 hours of connecting the ditch to the surface water:

Install seed, fertilizer, and disc-anchored mulch or temporary wood fiber blanket in ditches and swales within 24 hours of connecting the ditch or swale to the surface water where shown on the plan in accordance with the details.

Description of other erosion prevention practices to be used:

Install the specified energy dissipation method, such as riprap and geotextile fabric, at pipe outlets within 24 hours of installation. Permanently seed disturbed areas prior to end of seeding dates specified by MnDOT.

4. Sediment Control Practices

Description of sediment control practices to be used to minimize sediments from entering surface waters, including curb and gutter systems and storm drain inlets:

Permanent sediment control practices to be used on this project consist of sedimentation basins. Temporary sediment control practices to be used are silt fence, culvert inlet protection, storm sewer inlet protection, stone pad exits, ditch checks, and, if necessary, street sweeping.

5. Dewatering and Basin Draining

If the project Includes dewatering or basin draining, describe the BMP's to be used to prevent the discharge from adversely affecting the receiving waters and downstream landowners.

Dewatering to be performed in accordance with dewatering permit.

6. Additional BMP's for Special Waters and Discharges to Wetlands

This project does not discharge stormwater directly to a Special Water. This project does not discharge stormwater directly to wetlands. Stormwater is treated in sedimentation basins prior to discharge to the wetlands.

7. Construction Activity Sequence

In addition to performing and sequencing the tasks associated with implementing this SWPPP as described herein and shown on the plan, the Contractor shall perform construction activities in accordance with the following sequence:

(1) Install silt fence along property line of project site where shown on plan and when property line is down gradient and within 100 feet of areas to have disturbed soil and where property line is within 20 feet of soil disturbing and other construction activities.
(2) Install silt fence along edge of wetlands and at other locations shown on the plan.
(3) Install stone exit pads where shown on plan and at other locations where vehicles and equipment will leave the site onto paved and gravel surfaces.
(4) Construct storm water ponds and related piping and control structures as shown on the project plans. Install and maintain temporary erosion prevention measures as shown on the plan.
(5) Install silt fence along bottom of storm water pond inslopes and where shown on the plan.
(6) Install trunk sanitary sewer.
(7) Complete earthwork activities. Install and maintain sediment control measures such as ditch checks and stormwater inlet protection.
(8) Complete utility construction. Install and maintain sediment control measures such as inlet protection as work proceeds.
(9) Remove silt deposits from site, remove silt deposits from stormwater basins.
(10) Provide soil stabilization to disturbed areas by preparing topsoil, seeding, fertilizing, mulching, anchoring mulch in accordance with plans and specifications.
(11)Remove perimeter silt fence, other silt fence, check dams, and other sediment control measures upon achieving final stabilization and Owner submits the Notice of Termination.

8. Inspections and Maintenance

Description of procedures to be taken to routinely inspect the construction site:

Contractor shall inspect erosion prevention and sediment control BMP's to ensure integrity and effectiveness. Repair, replace, or supplement non-functional BMP's to provide continually functional BMP's. Contractor shall inspect the entire construction site a minimum of once every seven (7) days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours. Inspections shall include stabilized areas, erosion prevention and sediment control BMP's, and infiltration areas. Specific tasks associated with the inspection and maintenance of the BMP's include the following:

* Maintain and retain at the construction site written records of the inspections and maintenance performed. Records of each inspection and maintenance activity shall include: Date and time of inspection/maintenance activity; Name of person(s) Performing the activity; Finding of Inspection; Recommended corrective actions; Corrective actions taken; and Date and amount of rainfall events greater than 0.5 inches in 24 hours.
* Repair, replace, or supplement silt fences that become nonfunctional or accumulate sediment to the level of 1/3 the silt fence height or more within 24 hours of discovery or as soon as conditions allow access.
* Drain temporary and permanent sediment basins and remove sediment when the volume of sediment collected reaches 1/2 the permanent storage volume within 72 hours of discovery or as soon as conditions allow access.
* Inspect surface waters, drainage ditches, and stormwater conveyance systems for evidence of sediment deposited by erosion. Remove deltas and deposited sediment and restabilize areas where sediment removal results in exposed soil within seven (7) days of discovery unless precluded by legal, regulatory, or physical constraints. Removal and stabilization shall be completed within seven (7) days of obtaining access. The NPDES/SDS permit holder is responsible for contacting the local, regional, state, and federal authorities and receiving the applicable permits prior to performing this work.
* Inspect construction site vehicle exit locations for evidence of sediment being tracked off-site onto paved surfaces. Remove tracked sediment from off-site paved surfaces within 24 hours of discovery.
* Inspect perimeter of construction site. Remove off-site accumulations of sediment in a manner and at a frequency to minimize off-site impacts.

9. Pollution Prevention Management Measures

Contractor shall implement the following pollution prevention management measures on the site:

* Solid Waste: Collect and properly dispose of sediment, asphalt and concrete millings, floating debris, paper, plastic, fabrics, construction and demolition debris, and other wastes in accordance with MPCA disposal requirements.
* Hazardous Materials: Properly store, provide required secondary containment, and dispose of oil products, fuels, point products, and other hazardous substances to prevent spills, leaks, and other discharges in accordance with MPCA regulations. Provide restricted access storage areas to prevent unauthorized access and vandalism.
* Equipment Washing: Restrict external washing of trucks and other construction equipment to a defined area of site. Contain runoff and properly dispose of waste. Engine degreasing is prohibited on the property.
* Spill prevention: Park construction equipment and store potentially hazardous materials in a designated area located as far as practicable from potential environmentally sensitive areas. Construct impoundment dike and take other measures required to contain spilled material. Remove and dispose of contaminated soil, vegetation, and other materials and perform other mitigation measures as required in accordance with MPCA regulations.
* Sanitary and Septic Waste: Provide and maintain temporary facilities in accordance with MPCA and Minnesota Department of Health regulations.

10. Final Stabilization

Contractor shall achieve final stabilization of the construction site by achieving the following:

* Soil disturbing activities have been completed and soils are stabilized by a uniform perennial vegetative cover with a density of 70 percent over the entire pervious surface area or other equivalent means to prevent soil failure under erosive conditions.
* Temporary synthetic and structural erosion prevention and sediment control BMP's are removed.
* Sediment is removed from permanent sedimentation basins to return basins to the design capacity, removed from stormwater conveyance systems, and is stabilized or removed from the site.

11. Notice of Termination

Contractor shall notify Owner Immediately upon achieving Final Stabilization. Owner must submit the Notice of Termination within 30 days after Final Stabilization or within 30 days of another owner assuming control according to Part II.B.5. over all areas of the site that have not undergone Final Stabilization.

PRELIMINARY
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY

EDS
ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Vlad Sivriver DATED: 11/22/19

VLADIMIR SIVRIVER P.E. NO. 25105

STORM WATER MANAGEMENT NOTES

JOB NAME: GUIDING STAR WACOTA NEW FACILITY
LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118

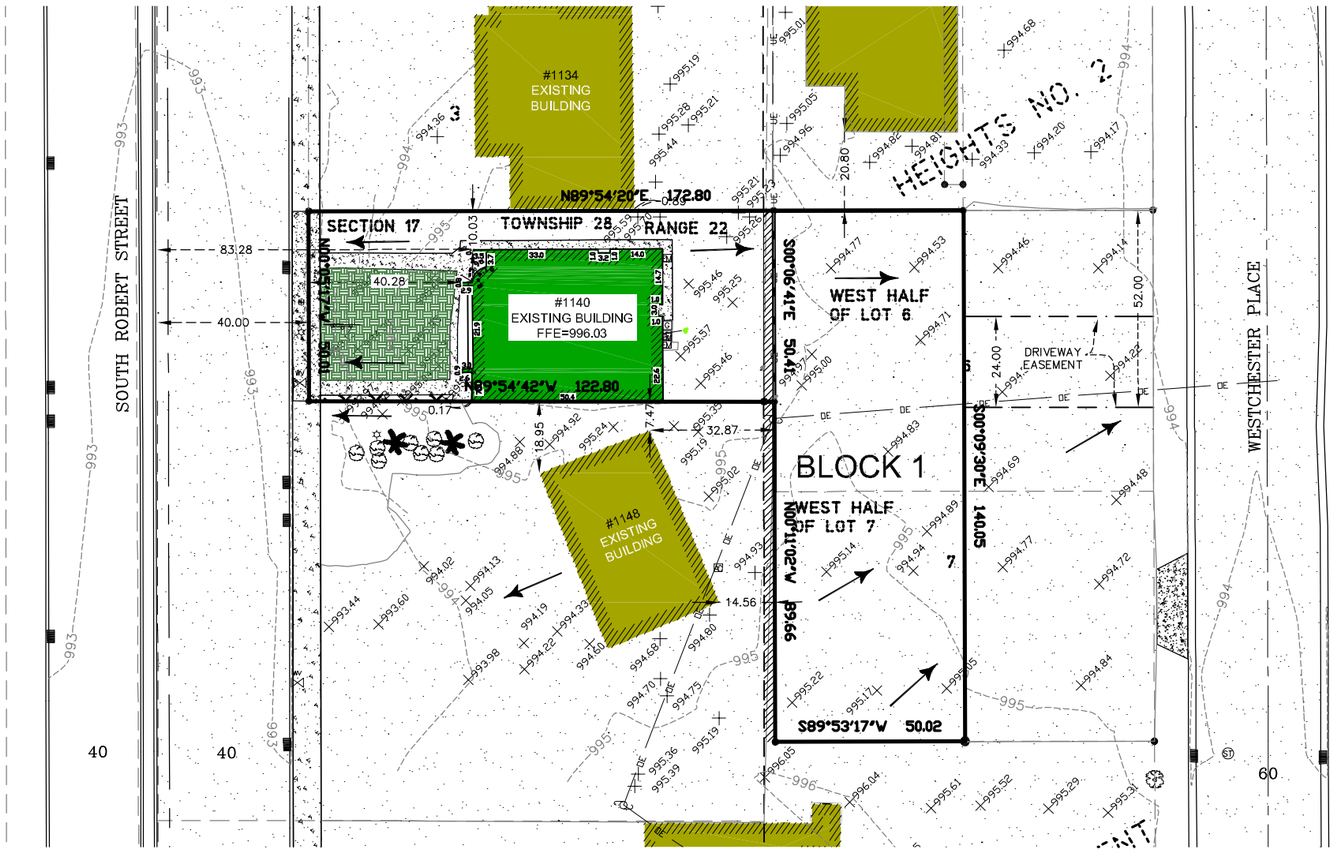
DRAWN BY: IS
CHECKED BY: VS

PROJ. NO. 19-136
SHEET NO. C7

WAKOTA LIFE ADDITION

PRELIMINARY PLAT

Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166



SCALE IN FEET: 0 20 40

LEGEND

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- DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "RLS 25105"
- DENOTES NAIL SET
- DENOTES PROPERTY LINE
- DENOTES LOT LINE
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- OE DENOTES OVERHEAD ELECTRIC
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- DENOTES AIR CONDITIONER
- DENOTES DRAINAGE FLOW
- DENOTES GREEN SPACE AREA
- DENOTES LIGHT POLE
- DENOTES SIGN POST

ZONING

EXISTING ZONING	B -3
MEDIUM DENSITY	B

MINIMUM SETBACKS

FRONT SETBACK	40 FT.
SIDE SETBACK	0 FT.
REAR SETBACK	20 FT.

LEGAL DESCRIPTION

The North 50 feet of the South 460 feet of the West 160 feet of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), Section Seventeen (17), Township Twenty-eight (28), Range Twenty-two (22), Dakota County, Minnesota, According to the Government Survey thereof.

Together with Lots 6, and 7, Block 1, EXCEPT the East one-half (½) thereof,WESTCHESTER HEIGHTS NO.2 RE-ARRANGEMENT, according to the recorded plat thereof, Dakota County, Minnesota.

Also together with an easement for common access and driveway and common parking lot purposes in favor of Lots Six (6) and Seven (7), except the East one-half (E½) thereof, WESTCHESTER HEIGHTS NO. 2 RE-ARRANGEMENT over a parcel of land described as follows:

The East one-half (E½) of Lot Six (6) and Lot Seven (7), in Block One (1), WESTCHESTER HEIGHTS NO. 2 RE-ARRANGEMENT, County of Dakota, State of Minnesota, per an Agreement for the Creation and Maintenance of Common Parking Lot dated the 24th day of March, 1991.

Also together with an easement for driveway purposes over and upon the following tract of land situated in the County of Dakota and State of Minnesota, described as follows, to-wit:

The South twenty-four (24) feet of the North fifty-two (52) feet of the East one-half (E½) of Lot Six (6) in Block one (1), WESTCHESTER HEIGHTS NO. 2 RE-ARRANGEMENT, per Document No. 107757, though said Agreement dated the 24th day of March 1991 does terminate said Dcoument 107757, however said Agreement is not currently recorded at said County of Dakota.

Subject to an easement for a common access and driveway and common parking lot purposes in favor of Lot Four (4) and the East one-half (E ½) of Lot Six (6) and Lot Seven (7), WESTCHESTER HEIGHTS NO. 2 RE-ARRANGEMENT, County of Dakota, State of Minnesota, over a parcel of land described as follows:

Lots Six (6) and Seven (7) except the East one-half (E ½) thereof, WESTCHESTER HEIGHTS NO. 2 RE-ARRANGEMENT, County of Dakota, State of Minnesota.

NOTES

1. NO SPECIFIC SOIL INVESTIGATION HAS BEEN COMPLETED ON THIS LOT BY THE SURVEYOR.
2. NO TITLE INFORMATION WAS PROVIDED FOR THIS SURVEY. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD.
3. EXISTING UTILITIES AND SERVICES SHOWN HEREON OWNER LOCATED EITHER PHYSICALLY ON THE GROUND DURING THE SURVEY OR FROM EXISTING RECORDS MADE AVAILABLE TO US OR BY RESIDENT TESTIMONY. OTHER UTILITIES AND SERVICES MAY BE PRESENT. VERIFICATION AND LOCATION OF UTILITIES AND SERVICES SHOULD BE OBTAIN FROM THE OWNERS OF RESPECTIVE UTILITIES BY CONTACTING GOPHER STATE ONE CALL AT (651) 454-0002 PRIOR TO ANY DESIGN, PLANNING OR EXCAVATION .

PROPOSED LOTS

PARCEL	SQ. FT.	ACRES
1	±6,140	0.14
2	±7,008	0.16

EXISTING HARDCOVER

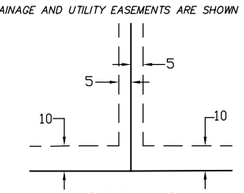
EXISTING BUILDING	2,028 SQ. FT
EXISTING CONCRETE SURFACE	1,991 SQ. FT
EXISTING BITUMINOUS SURFACE	9,070 SQ. FT
TOTAL IMPERVIOUS SURFACE AREA	13,089 SQ. FT.
TOTAL LOT AREA	15,013 SQ. FT.
EXISTING HARDCOVER	87.2 %

BENCHMARK

ELEVATION = 957.43 (NAVD 88) MNDOT DISK "BATLER".

PRELIMINARY
NOT FOR CONSTRUCTION

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



(NOT TO SCALE)

BEING 5 FEET IN WIDTH, AND ADJOINING LOT LINES UNLESS OTHERWISE SHOWN, AND 10 FEET IN WIDTH, AND ADJOINING RIGHT OF WAY LINES, UNLESS OTHERWISE SHOWN ON THE PLAT

NO.	DATE	DESCRIPTION	BY

ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

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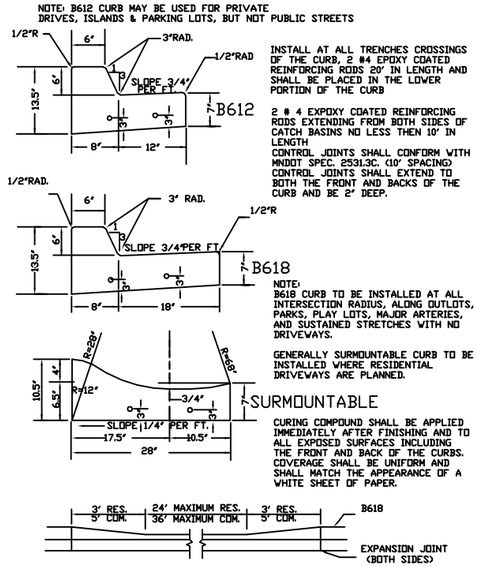
Vlad Sivriver DATED: 11/22/19

VLADIMIR SIVRIVER P.E. NO. 25105

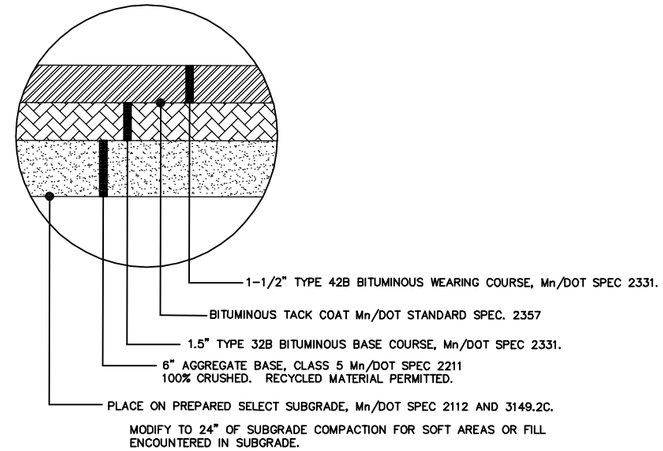
PRELIMINARY PLAT

JOB NAME: GUIDING STAR WAKOTA NEW FACILITY	DRAWN BY: IS	PROJ. NO. 19-136
LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118	CHECKED BY: VS	SHEET NO. C8



STANDARD CURB DETAIL

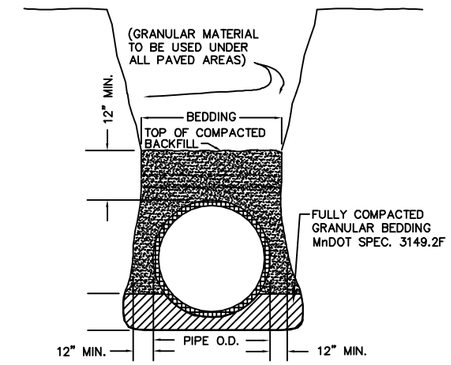
DETAIL DRAWING EDS-1



NOT TO SCALE

TYPICAL SECTION FOR NORMAL TRAFFIC AND PARKING AREAS

DETAIL DRAWING EDS-2

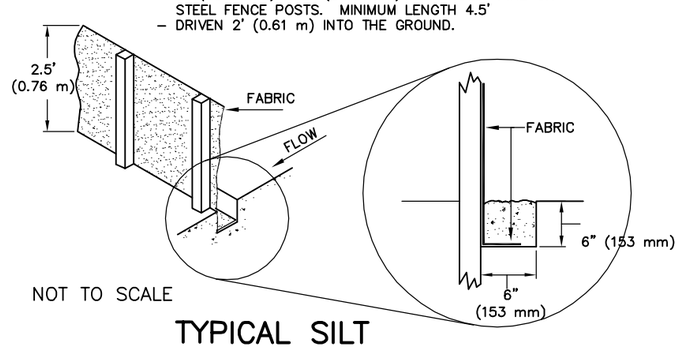


NOT TO SCALE

TRENCH AND PIPE BEDDING DETAIL

DETAIL DRAWING EDS-3

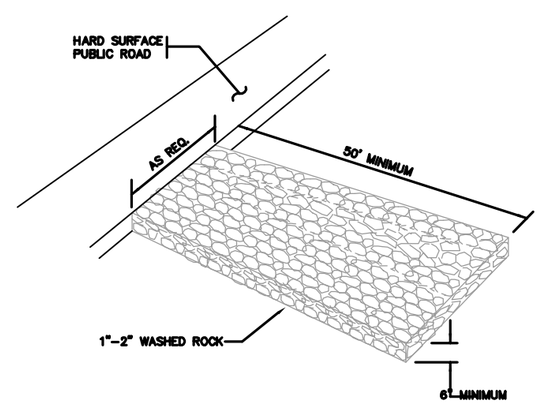
NOTES:
- PLACE BOTTOM EDGE OF FENCE INTO 6" (153 mm) DEEP TRENCH AND BACKFILLED IMMEDIATELY.
- POSTS SHALL BE:
  - 4' (1.22 m) ON CENTER
  - 2" (50.8 mm) X 2" (50.8 mm) HARDWOOD, PINE OR STEEL FENCE POSTS. MINIMUM LENGTH 4.5'
  - DRIVEN 2' (0.61 m) INTO THE GROUND.



NOT TO SCALE

TYPICAL SILT FENCE CONSTRUCTION

DETAIL DRAWING EDS-4



NOT TO SCALE

TYPICAL ROCK ENTRANCE

DETAIL DRAWING EDS-5

PRELIMINARY
NOT FOR CONSTRUCTION

ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

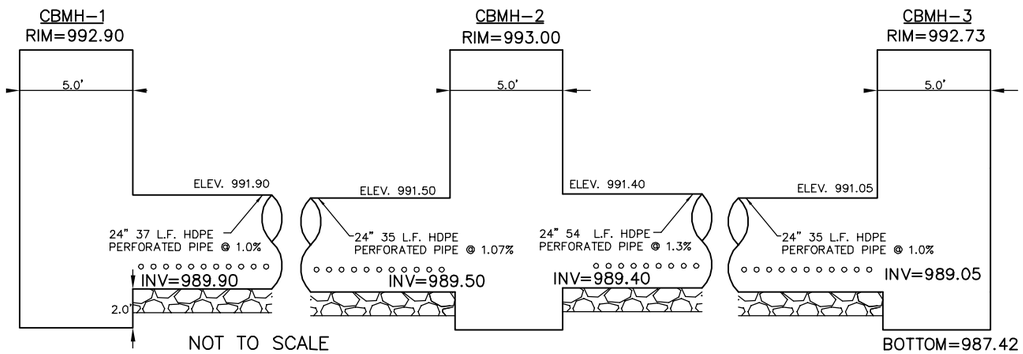
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Vlad Sivriver DATED: 11/22/2019

VLADIMIR SIVRIVER P.E. NO. 25105

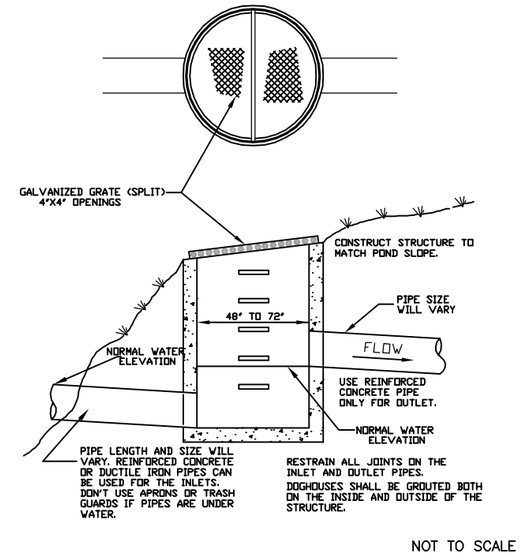
DETAILS

JOB NAME: GUIDING STAR WACOTA NEW FACILITY	DRAWN BY: IS	PROJ. NO. 19-136
LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118	CHECKED BY: VS	SHEET NO. C9



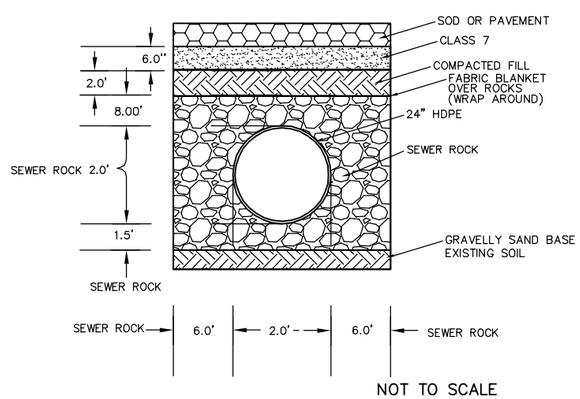
INFILTRATION TRENCH PROFILE

DETAIL DRAWING EDS-6



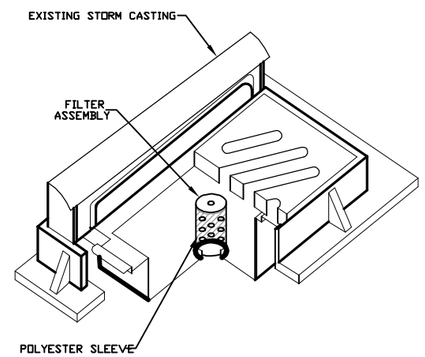
TYPICAL SKIMMER STRUCTURE

DETAIL DRAWING EDS-7



INFILTRATION TRENCH DETAIL

DETAIL DRAWING EDS-8



INSERT TO BE USED SHALL BE A WIMCO, LANGE INDUSTRIES 'ROAD DRAIN' STYLE, OR APPROVED EQUAL TO BE UTILIZED IN THE EXISTING ROADWAY CASTING.

NOT TO SCALE

INLET PROTECTION (WIMCO)

DETAIL DRAWING EDS-9

PRELIMINARY
NOT FOR CONSTRUCTION

ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

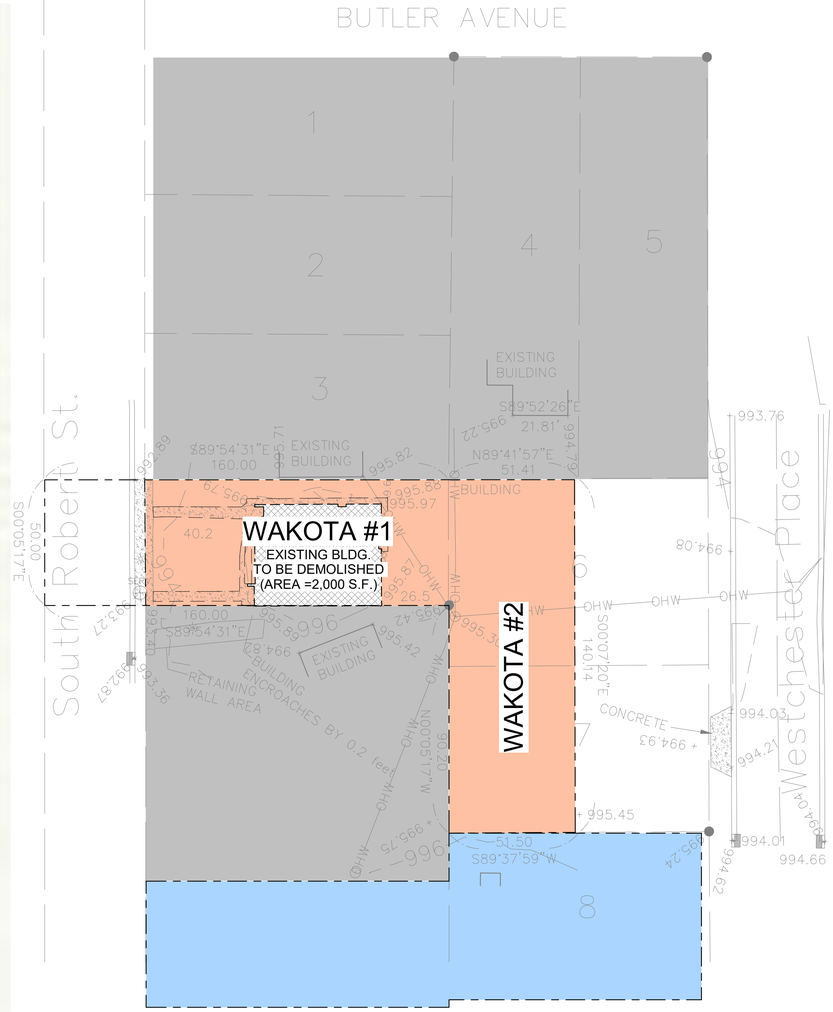
Vlad Sivriver DATED: 11/22/2019

VLADIMIR SIVRIVER P.E. NO. 25105

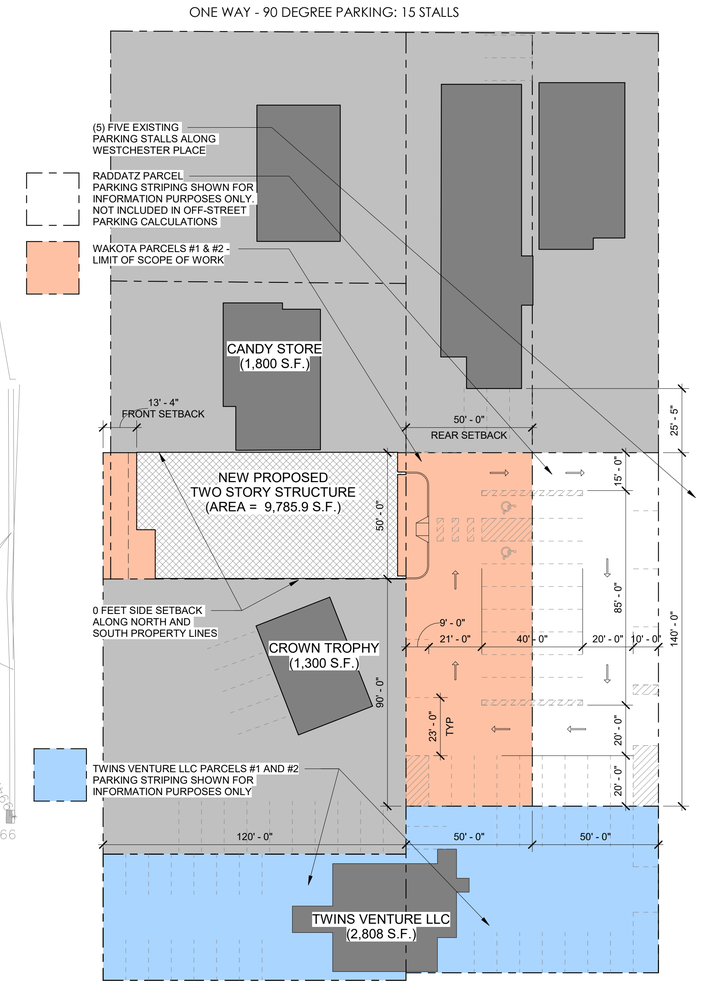
DETAILS 2

JOB NAME: GUIDING STAR WACOTA NEW FACILITY	DRAWN BY: IS	PROJ. NO. 19-136
LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118	CHECKED BY: VS	SHEET NO. C10

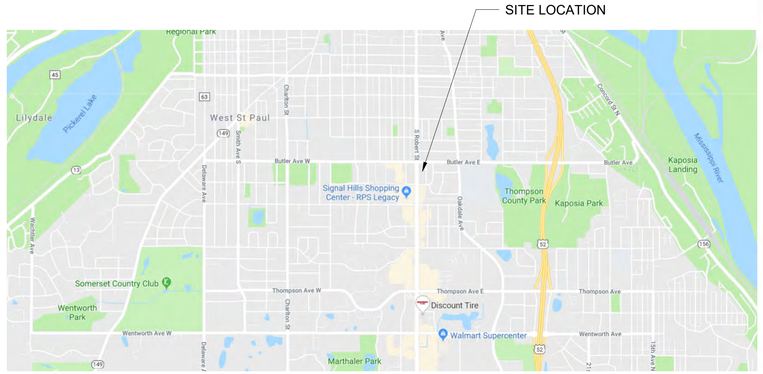
1 PROPERTY MAP
1" = 30'-0"



2 EXISTING SITE SURVEY
1" = 30'-0"



3 PROPOSED SITE PLAN
1" = 30'-0"



Off-Street Parking Stalls Calculations:

Wakota a Guiding Star Center:	Area (sq.ft.)	Ordinance Count Rule:
Office/Business:	9068.54	At least one off-street parking space for every 250 square feet (when >6,000 sq.ft.)
Storage:	717.36	At least one space for every 500 square feet in excess of the first 500 sq.ft. (<15,000 sq.ft.)
Required Stalls:	37	15 Stalls Provided

Twins Venture LLC:	Area (sq.ft.)	Ordinance Count Rule:
Office/Business:	2808	At least one off-street parking space for every 200 square feet (when <6,000 sq.ft.)
Required Stalls:	14	28 Stalls Provided (14 shared)

Shared Parking lot Calculations:	Stalls:	
Wakota:	15	
Twins	14	
Total Provided:	29	8 Variance stalls required to meet ordinance

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.

Signature:

Typed or Printed Name: CARLOS R. PEREZ

Date: NOV 22, 2019 License Number: 051272

GUIDING STAR - WAKOTA
NEW FACILITY
1140 Robert Street South, West Saint Paul, MN 55118

Sketches L.L.C.

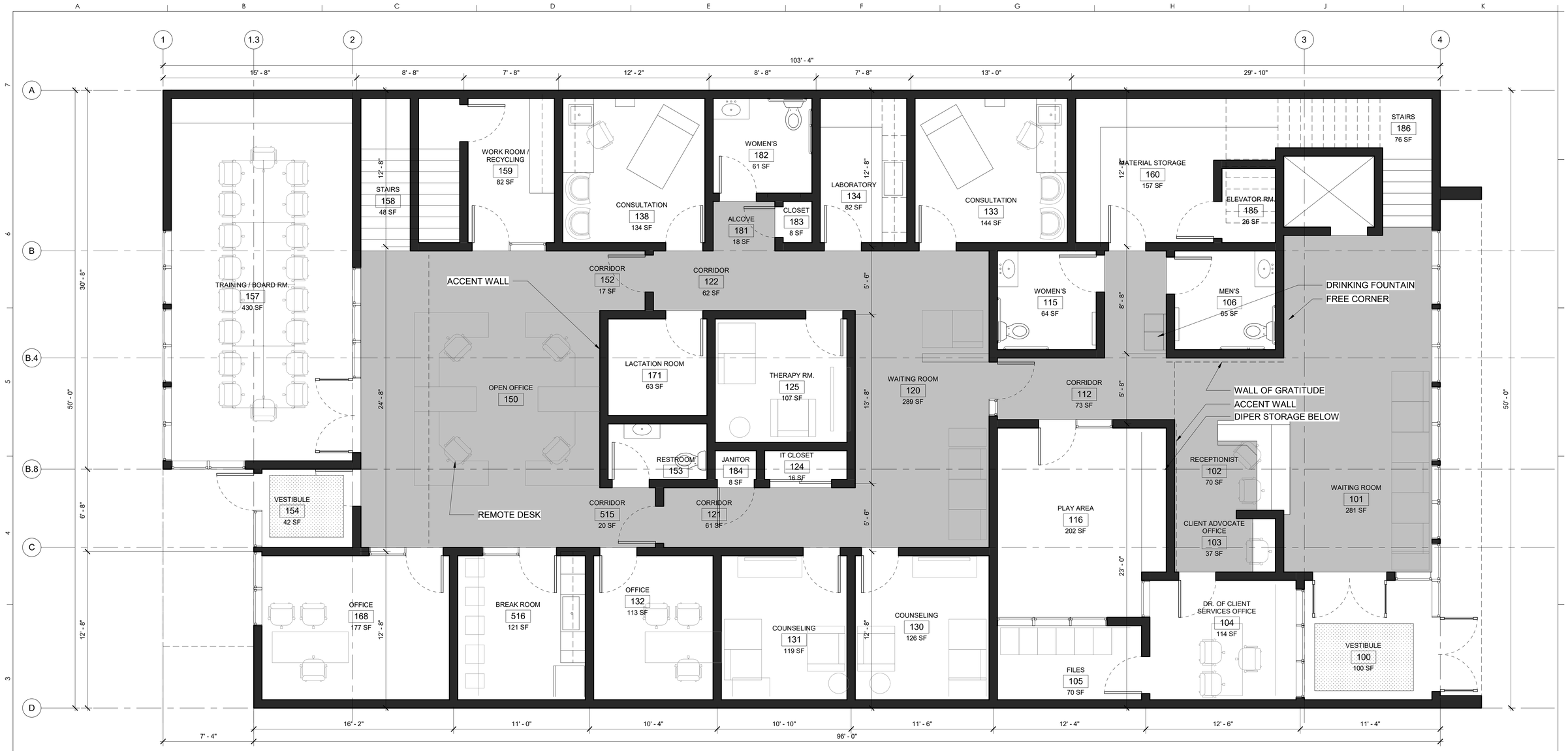
178 Robie Street West, Saint Paul, MN 55107 | 612.222.3444

No.	Description	Date
A	SITE PLAN APPROVAL	11/22/2019

VARIANCE APPLICATION

Project number:	1200-910	C100
Date:	10/25/2019	
Drawn by:	CP	
Checked by:	RS	Scale: 1" = 30'-0"

Printed on: 11/21/2019 1:45:44 AM11/21/2019 1:45:44 AM



1 FIRST LEVEL FLOOR PLAN
1/4" = 1'-0"

NORTHWEST VIEW (S. ROBERT ROBERT STREET)

SOUTHWEST VIEW (S. ROBERT STREET)

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.

Signature:

Typed or Printed Name: CARLOS R. PEREZ

Date: NOV 22, 2019 License Number: 051272

GUIDING STAR - WAKOTA
NEW FACILITY
1140 Robert Street South, West Saint Paul, MN 55118

Sketches L.L.C.

178 Robie Street West, Saint Paul, MN 55107 | 612.222.3444

No.	Description	Date
A	SITE PLAN APPROVAL	11/22/2019

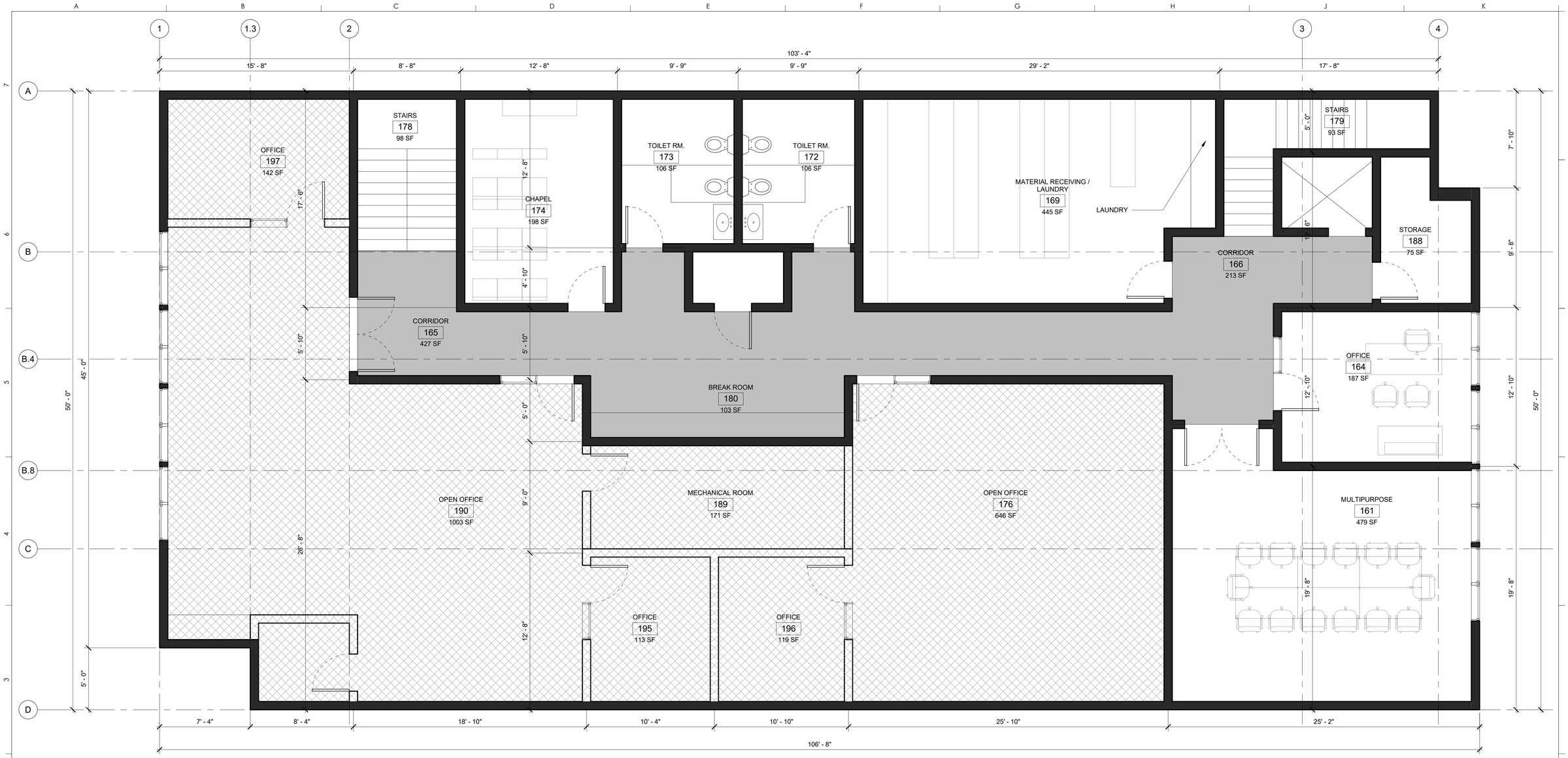
FIRST LEVEL FLOOR PLAN

Project number:	1200-910
Date:	10/25/2019
Drawn by:	C.P.
Checked by:	R.S.

A100

Scale: 1/4" = 1'-0"

Printed on: 11/21/2019 1:45:41 AM11/21/2019 1:45:41 AM



1 SECOND LEVEL FLOOR PLAN
1/4" = 1'-0"

NORTHEAST VIEW (WESTCHESTER PLACE)

SOUTHEAST VIEW (WESTCHESTER PLACE)

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.

Signature:

Typed or Printed Name: CARLOS R. PEREZ

Date: NOV 12, 2019 License Number: 051272

GUIDING STAR - WAKOTA
NEW FACILITY
1140 Robert Street South, West Saint Paul, MN 55118

Sketches L.L.C.

178 Robie Street West, Saint Paul, MN 55107 | 612.222.3444

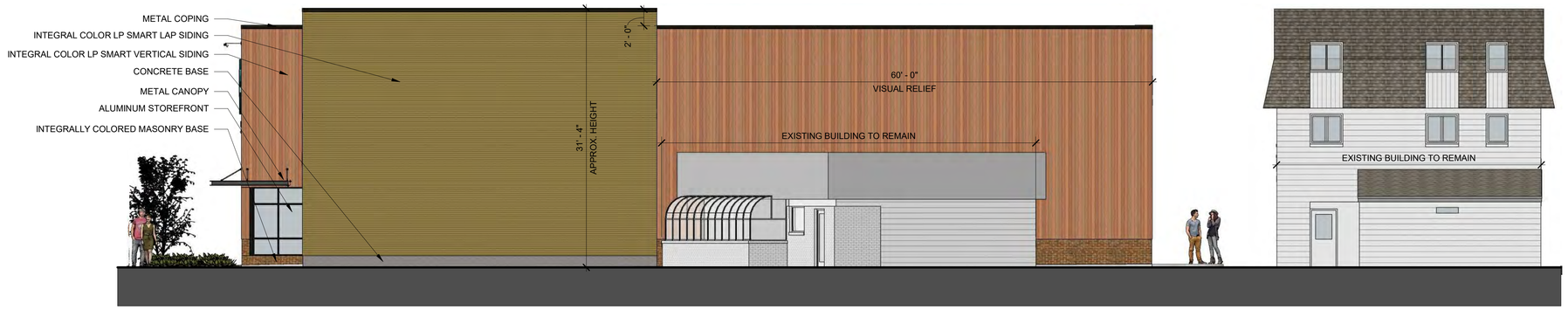
No.	Description	Date
A	SITE PLAN APPROVAL	11/22/2019

SECOND LEVEL FLOOR PLAN

Project number:	1200-910	A101
Date:	10/25/2019	
Drawn by:	C.P.	
Checked by:	R.S.	Scale: 1/4" = 1'-0"

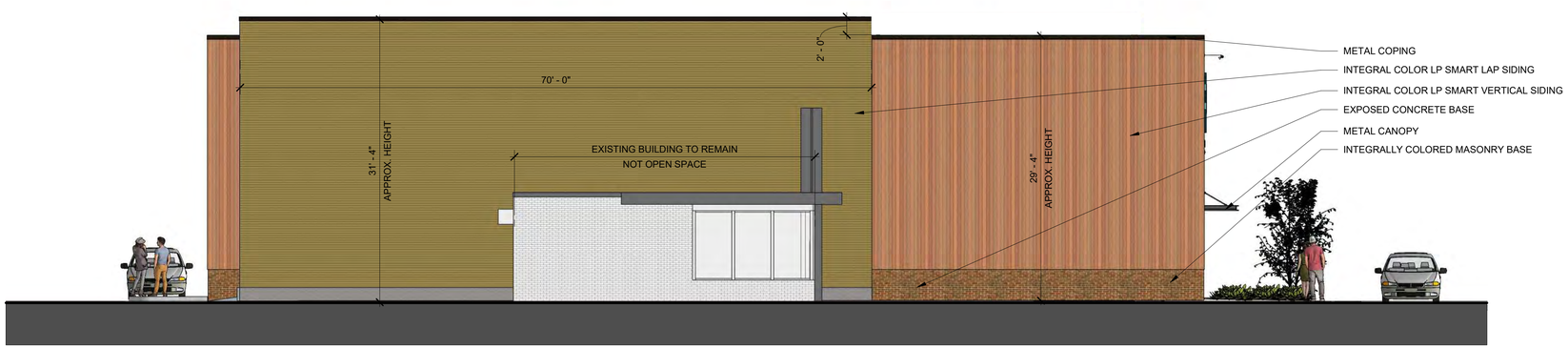
Printed on: 11/21/2019 1:45:43 AM11/21/2019 1:45:43 AM

WEST ELEVATION (1/8"=1') - SOUTH ROBERT STREET



SOUTH ELEVATION (1/8"=1') - CROWN TROPHY PROPERTY

EAST ELEVATION (1/8":1') - WESTCHESTER PL



NORTH ELEVATION (1/8":1') - CANDY STORE PROPERTY

DESIGN REPRESENTATION ONLY - NOT FOR CONSTRUCTION: The building images shown area a representation of the current design intent only. The building images may not relfect variations in color, tone, hue, shading,ambient light intensity, materials, texture, contrast, font sylte, construction variations required by building codes or inspectors, material availability or final design detailing.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the state of Minnesota.

Signature: _____

Typed or Printed Name: CARLOS R. PEREZ

Date: NOV 22, 2019 License Number: 051272

GUIDING STAR - WAKOTA
NEW FACILITY
1140 Robert Street South, West Saint Paul, MN 55118

Sketches L.L.C.

178 Robie Street West, Saint Paul, MN 55107 | 612.222.3444

No.	Description	Date
A	SITE PLAN APPROVAL	11/22/2019

BUILDING ELEVATIONS

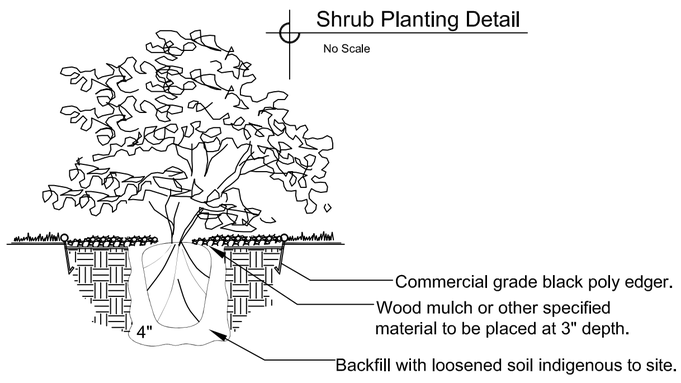
Project number:	1200-910
Date:	10/25/2019
Drawn by:	C.P.
Checked by:	R.S.

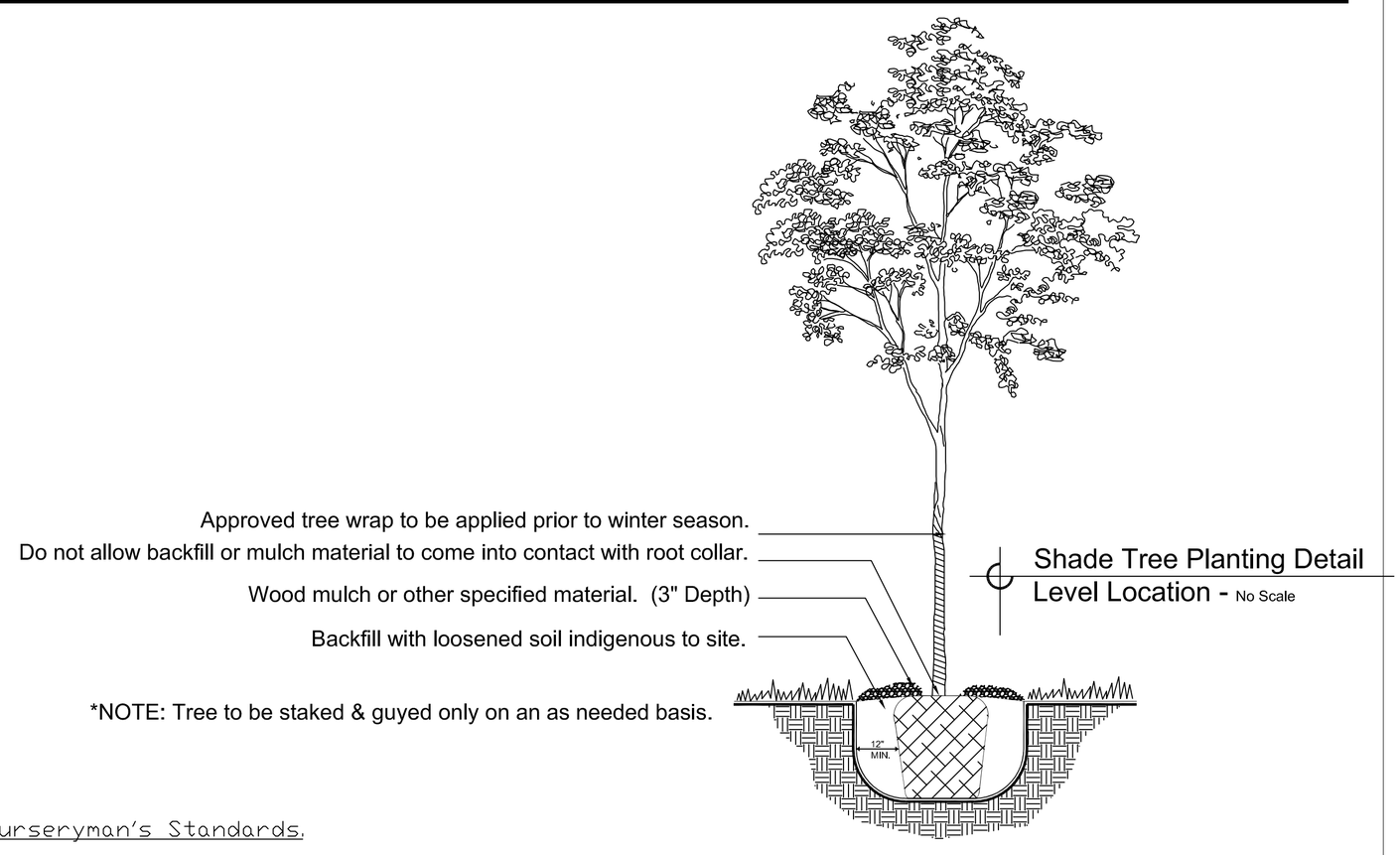
A200

Scale: 1/8" = 1'-0"

Printed on: 11/21/2019 1:45:43 AM11/21/2019 1:45:43 AM

QTY.	CODE	Common Name	Size/Root	Notes
3	SWA	Swedish Aspen, Columnar	3" BB	
16	SGJ	Sea Green Juniper	#5	





*NOTE: Tree to be staked & guyed only on an as needed basis.

GENERAL NOTES PLAN SPECIFIC:

All plantings shall be true to name and size in accordance with American Nurseryman's Standards.

All plantings shall be guaranteed for one year (365 days) from date of acceptance. Landscape Contractor shall replace any dead or damaged plants at no additional cost to Owner during the guarantee period. Landscape Contractor shall make monthly site maintenance inspections and notify owner of maintenance deficiencies.

All trees shall be guyed at the discretion of the landscape contractor. Landscape contactor shall warrant plants to be plumb at the end of the warranty period. All trees shall be wrapped at the end of November of installation year.

All shrub beds and areas indicated as receiving rock mulch shall receive a 5" deep layer of 2-4" size Washed River Rock over 3 ounce landscape fabric. Landscape maintenance bed around the building is 3 feet wide with 1 ½ inch river rock over 3 ounce landscape fabric. All single trees shall receive a 4" layer of shredded bark mulch free of leaves, twigs, and other extraneous debris over weed barrier fabric.

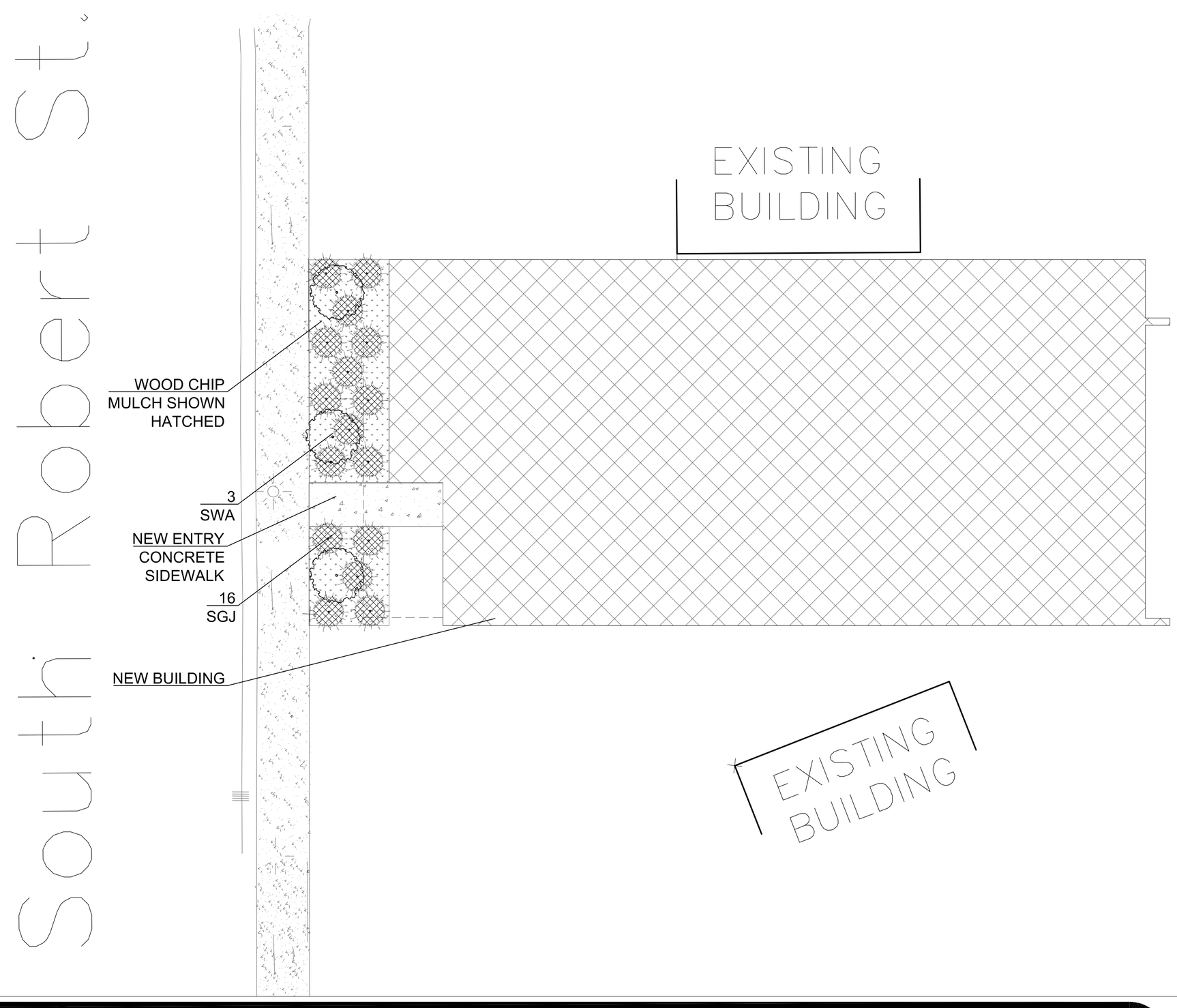
Sod shall be cultured Kentucky bluegrass, free of weeds and clumps. All area within the irrigations limits shall be sodded. Landscape Contractor will water at time of installation and roll all sod as needed to assure a smooth turf. All slopes greater than 3 to 1 shall be staked. Any sliding of sod shall be replaced by Landscape Contractor at no cost to the owner.

All areas outside the irrigation limits shall be seeded with MNDOT 25-131 and mulch with straw disc anchored. Any slopes greater than 3:1 shall be blanketed with 2 side straw blanket.

A performance base irrigation system shall be installed by the Landscape Contractor including sleeve as needed. RPZ shall be supplied to the general contractor for installation. Coordinate with the general contractor for the size of the irrigation stub. IRRIGATION INSTALLED ONLY IN THE SODDED TURF AREAS.

Landscape Contractor shall be responsible for locating all utilities by actual location in the field prior to any planting operation.

Preliminary Plan-
Not For Construction



NORTH

SCALE:
0 15 30 60

MARKELL ~ LABEREE DESIGN GROUP
895 Park Knoll Drive,
Eagan MN 55123
651-468-8714
leemarkell@comcast.net

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly registered LANDSCAPE ARCHITECT under the laws of the State of Minnesota.

Lee Markell

Date: 10/25/2019

License No.19313

Wakota Life Care Center, West St. Paul

PREPARED FOR:

NO.	REVISION / ISSUE	DATE:
A	SITE PLAN APPROVAL	10/25/2019

DESIGNED: AD
DRAWN: Ad
CHECKED: LM
DATE: 10/25/2019

SHEET: L1

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Melissa Sonnek, Comm. Dev. Coordinator**

Date: **January 13, 2020**

Final Reading - Smith/Dodd B2 Overlay District Amendment

BACKGROUND:

In October of 2017, the City Council accepted the Smith/Dodd Small Area Plan. The plan provides recommendations for future land use and development guidelines for the area, as well as the realignment of the Dodd/Smith intersection, bike/pedestrian improvements, and various park improvements.

One specific recommendation of the plan was to consider the creation of a B2 overlay district to allow for flexibility beyond the existing B2 district requirements (commercial district in the Smith/Dodd neighborhood) while establishing a pedestrian scale (development catered to the pedestrian vs. automobile) and re-establishing the automobile use focused to the rear of the buildings. In doing so, future redevelopment within the overlay zone will be required to abide by the regulations outlined in the overlay district.

The City Council held a public hearing and the first reading of the amendment on December 9th, 2019. One resident came forward to speak on the item, mentioning that in 2010 there was a joint effort made between St. Paul and West St. Paul to create a plan for Smith Avenue, and that the proposed amendment fits with the recommendations of both plans. The City Council voted 6-0 in favor of approval of the first reading.

PLANNING COMMISSION:

The Planning Commission held a public hearing and formal review of the proposed ordinance amendment during the November 19, 2019 meeting. No one from the public came forward to discuss the item.

In review, the commission voted to recommend prohibiting nursing homes and assisted living facilities within the district, while still allowing independent living and R4, multi-family facilities as conditional uses. The commission voted 6-0 to approve the ordinance with these revisions.

However, as discussed at the November 25, 2019 work session, Council opted to keep both nursing homes and assisted living facilities as a CUP in the district. The attached draft ordinance has been amended accordingly.

RECOMMENDATION:

Staff is recommending Council review Ordinance No. 20-01, Amending the West St. Paul Zoning Ordinance by Establishing the Smith/Dodd Neighborhood Overlay District, and approve of the final reading.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-01

AN ORDINANCE AMENDING THE WEST ST. PAUL ZONING ORDINANCE BY ESTABLISHING THE SMITH/DODD NEIGHBORHOOD OVERLAY DISTRICT

The City of West Saint Paul does ordain:

SECTION 1. ENACTMENT. West St. Paul Zoning Code Section 153.315 relating to the establishment of the Smith/Dodd Neighborhood Overlay District is hereby ENACTED as follows:

153.315 SMITH/DODD NEIGHBORHOOD OVERLAY DISTRICT

(A) General Provisions:

(1) *Establishment of the overlay district; intent*. There is hereby established within the city a special zoning district which shall be known as the Smith/Dodd Neighborhood Overlay District. This district is established to implement the Smith/Dodd Small Area Plan, maintain a unique character, to promote mixed-use development, and to protect public health, safety and welfare within the designated district.

(2) *Relationship to other applicable regulations*. Property located within the overlay district shall be subject to the provisions of the primary zoning district and the new overlay district, as well as any site plan approval process. Because overlay district regulations may be more or less restrictive than the primary zoning district, where provisions of the overlay district conflict with the primary district or with the site plan approval process, the provisions of the overlay district shall govern.

(3) *Established boundaries*. The overlay district designation shall be shown on the zoning map in addition to the underlying zoning district designation.

(B) Smith/Dodd Neighborhood Overlay District.

(1) *Purpose*. The Smith/Dodd Neighborhood Overlay District is designed to facilitate implementation of recommendations in the Smith/Dodd Small Area Plan. Redevelopment in the district shall be designed to allow for flexibility beyond the existing B2 District while requiring a pedestrian scale, reestablishing the automobile use focused to the rear of the buildings, and allow for a reduction in requirements for off-street parking.

(2) *Permitted Uses*. Within the Smith/Dodd Neighborhood Overlay District, no structure or land shall be used except for one or more of the following uses, or

uses deemed similar by the City Council: Any permitted use regulated in the B2 District except Sections 153.315(B)(3)-(5) below, which are permitted uses in the B2 District, but shall be conditional uses in the Smith/Dodd Neighborhood Overlay District.

(3) *Conditional Uses*. Within the Smith/Dodd Neighborhood Overlay District, no structure or land shall be used for one or more of the following uses except by conditional use permit:

a. Any conditional use regulated in the B2 District;
b. A licensed child care facility;
c. Pipe and tobacco;
d. Appliance store;
e. Small appliance repair.

(4) *Permitted Accessory Uses*. Within the Smith/Dodd Neighborhood Overlay District, the following uses shall be permitted accessory uses:

a. Any permitted accessory use regulated in the B2 District;
b. Tanning salon.

(5) *Prohibited Uses*. Within the Smith/Dodd Neighborhood Overlay District, the following uses shall be prohibited:

a. Private garages;
b. Radio and television towers;
c. State licensed adult day care facility;
d. Drive-through lanes;
e. Funeral homes or mortuaries;
f. Car washes;
g. Motor fuel stations;
h. Minor vehicle repair;
i. Laundromats of self-service type;
j. Municipal buildings.

(6) *Drive aisle, building, parking and curbing standards.* The following regulations shall pertain to the Smith/Dodd Neighborhood Overlay District.

a. Off-street parking, building and drive aisle setback standards are as follows:

Smith/Dodd overlay	***Building***	***Parking***
Front yard	*10 feet	Not permitted
Rear yard	20 feet minimum	10 feet minimum
Side yard	0 feet	0 feet
Side adjacent to "R"	10 feet minimum	10 feet
Side adjacent to street	*10 feet	*10 feet minimum
*Building anchors on the corner shall be orientated to the corner and both public streets.		

b. Parking and vehicular access shall be minimized so they do not dominate the street frontage.
   1. Off-street parking may be located to the rear of the principal building or within the rear yard of the parcel.
   2. Off-street parking may be located in the interior side yard provided that the parking and entrance drive does not occupy more than the required width for a single drive aisle and one row of parking and may not exceed 30 percent of the total lot frontage.
c. Access for off-street parking shall be limited to the rear alley if applicable.
d. If off-street parking areas are visible from the public right-of-way, additional landscaping shall be required to provide screening from the right-of-way.

(7) *Landscape, lighting and sign standards*.

a. The front setback area shall be utilized as an extension of the public sidewalk, including outdoor seating, and/or landscaping; courtyards are encouraged.
b. A pedestrian connection is required from the public sidewalk to a front building entry.
c. A bike rack is encouraged near the front entry of all buildings.
d. At least 50 percent of all landscaped areas should be planted with species native to the state.
e. Wherever possible, new landscaped areas shall be connected to existing or neighboring planted areas for landscape connectivity.
f. To the greatest extent possible, existing healthy native trees and vegetation shall be retained.
g. One shingle sign shall be allowed in lieu of freestanding signage on any street frontage limited to one sign per occupancy with a public entrance provided the following conditions are met:

   1. The maximum size shall be limited to 6 square feet per sign face.
   2. The sign shall provide a minimum ground clearance of 10 feet.

3. The sign shall not extend more than 4 feet from the building façade and may not extend beyond any property line.
4. The sign shall not extend vertically beyond the highest façade on which it is mounted.
5. The sign shall not be illuminated.
6. The sign shall meet all other requirements of the building code and zoning code.

(8) *Construction Design Requirements*

a. Front building facades shall be designed at a pedestrian scale.
b. The bottom 25 feet of buildings shall be comprised of elements including, but not limited to doors, windows (bay windows preferred), texture, projections, awnings, canopies, ornament, arcades, bay windows, trellises, and cornices.
c. Windows and doors should comprise at least 50 percent of the length of the building that faces a street, parking lot or open space. Glass on windows and doors shall be clear or slightly tinted, and allow views into and out of the interior.
d. The block faces shall typically not exceed 400 feet or the length of the standard block in the area.
e. New structures and structures which expand the gross square footage of the structure by more than 10 percent shall be required to place all utility service lines underground.

(9) *Off-street parking requirements*

a. If properties that are utilized for commercial uses comply with Sections 153.315(A)-(B), then off-street parking minimums as outlined in Section 153.348 shall not be required.
b. Properties utilized for residential use shall comply with off-street parking requirements outlined in Section 153.348.
c. Shared parking with adjacent properties is encouraged.

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 establishes an overlay district for the Smith/Dodd Neighborhood located in the northwestern area of West St. Paul. The Smith/Dodd Neighborhood overly district is designed to facilitate implementation of recommendations in the Smith/Dodd Small Area Plan while maintaining B2, Neighborhood underlying zoning district. Redevelopment in the district shall be designed to allow for flexibility beyond the existing B2 District while requiring a pedestrian scale, reestablishing the automobile use focused to the rear of the buildings, and allow for a reduction in requirements for off-street parking.

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

Passed by the City Council of the City of West St. Paul, Minnesota, this 13th day of January 2020.

Attest:

_____	_____
David J. Napier, Mayor	Shirley R Buecksler, City Clerk