CITY COUNCIL MEETING

MUNICIPAL CENTER COUNCIL CHAMBERS
1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118
MONDAY, AUGUST 17, 2020
6:30 P.M.

CITY COUNCIL MEETINGS
City Council meetings are held in person in the Council Chambers and are open to the public with social distancing restrictions. Meetings will continue to be broadcast and streamed online for viewers to watch from the safety of their homes.

SEATING: A limited number of attendees will be allowed in the Council Chambers to view live meetings. Seats are first-come first-serve. Due to the limited seating, overflow space will be available in the City Hall lobby and the Lobby Conference Rooms with screens playing the meeting live.

PARTICIPATION: Due to the limited seating in the Council Chambers, those wishing to speak in person during public input items must sign up prior to the start of the meeting and will be called up to the podium one at a time. People wishing to speak in person may email the City Clerk at sbuecksler@wspmn.gov by 4:30 p.m. the day of the meeting (please include name, address and subject in email). In addition, sign-up sheets for each public input item will be available near the entrance of the Council Chambers at 4:30 p.m. the day of each meeting and collected by the City Clerk 5 minutes prior to the start of the meeting. Names will be called to approach the podium to address the Council. Those watching from overflow areas can enter the Chambers to speak when their name is called and then proceed back to the overflow area to continue viewing.

Viewers may also choose to call in via telephone to speak during public input items. A number will appear on screen during live broadcasts and streams when lines open for call-in speakers.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Adopt the Agenda**
5. **OCWS Briefing**
6. **Citizen Comments - In Person**
   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. **Citizen Comments - Phone Line**
   Individuals may address the City Council about any item not included on the regular agenda. Speakers are requested to state their name and address for the Clerk's record.

Generally, the City Council will not take official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.

8. **Proclamations, Presentations and Recognitions**

A. Donation to City

Documents:

COUNCIL REPORT - CITY DONATION1.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. List of Claims - August 17, 2020

Documents:

COUNCIL REPORT - LIST OF CLAIMS 8.17.20.PDF

B. Rental Licensing

Documents:

COUNCIL REPORT - RENTAL LICENSING.PDF

C. Processing of Absentee Ballots for the 2020 State General Election

Documents:

RESOLUTION - APPROVING THE PROCESSING OF ABSENTEE BALLOTS 14 DAYS PRIOR TO THE DATE OF THE 2020 GENERAL ELECTION.DOC

D. Joint Powers Agreement with Dakota County for Garlough/Marthaler Trail Design

Documents:

COUNCIL REPORT - JPA DAKOTA COUNTY FOR GARLOUGH MARTHALER TRAIL DESIGN.PDF
ATTACHMENT - JPA GARLOUGH MARTHALER TRAIL DESIGN.PDF

E. Sanitary Sewer I/I Private Property Assessment Agreements

Documents:

COUNCIL REPORT - ASSESSMENT AGREEMENTS INFLOW INFILTRATION 081720.PDF
ATTACHMENT - INFLOW INFILTRATION ASSESSMENT PROPERTIES 080320.PDF

10. **Public Hearing**

A. Final Reading of Ordinance No. 20-012, Modification to Farm and Domestic Animal Ordinance

Documents:

COUNCIL REPORT - FINAL READING MODIFICATION TO FARM AND OTHER SMALL DOMESTIC ANIMAL ORDINANCE JLS.PDF
ORDINANCE AMENDMENT FOR 90.08 FARM AND OTHER SMALL DOMESTIC ANIMALS 8-12-20.PDF

B. Final Reading of Ordinance No. 20-013, Modification to Liquor License Ordinance

Documents:

COUNCIL REPORT - FINAL READING ON-SALE LIQUOR LICENSE MODIFICAITON.PDF
SECTION 112.04 ORDINANCE AMENDMENT 6-26-20.PDF

C. Final Reading of Ordinance No. 20-014, Rezoning 1201 Robert St and 100 Signal Hills Ave from B4 - Shopping Center to PMD - Planned Mixed-Use Development with R4 - Multi-Family Residential and B4 - Shopping Center Underlying Zoning

Documents:

COUNCIL REPORT - FINAL READING REZONING 1201 ROBERT ST AND 50 SIGNAL HILLS AVE.PDF
ORDINANCE - REZONING 1201 ROBERT ST AND 50 SIGNAL HILLS FROM B4 TO PMD WITH R4 AND B4.PDF

D. Final Reading of Conversion Therapy Ordinance

Documents:

COUNCIL REPORT - CONVERSION THERAPY BAN 081720.PDF
ORDINANCE - ENACTING SECTION 33.04 RE THE PROHIBITION OF CONVERSION THERAPY FOR MINORS.PDF

11. **New Business**

A. CARES Act Allocation

Documents:

COUNCIL REPORT - APPROVE CARES ACT ALLOCATION (1).PDF
CARES EXPENSES.PDF
MONTHLY EXPENDITURE REPORT FOR LOCAL GOVERNMENTS.PDF
MONTHLY EXPENDITURE REPORT, EXPLANATIONS.PDF

B. First Reading - Vacating Easement along Kathleen Drive

Documents:

COUNCIL REPORT - FIRST READING VACATION ON KATHLEEN DRIVE.PDF
ATTACHMENT - ORDINANCE TO VACATE EASEMENT ALONG KATHLEEN DRIVE.PDF

12. **Old Business**

A. Final Reading of Ordinance 20-015, Approving Sale of Property to the Economic Development Authority

Documents:

COUNCIL REPORT - SECOND READING OF ORDINANCE APPROVING SALE OF PROPERTY TO EDA.PDF
ORDINANCE 20-015 APPROVING THE SALE OF PROPERTY TO THE EDA.PDF
QUIT CLAIM DEED - CITY TO EDA FOR CAR-X PROPERTY - 7-21-2020.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: **Charlene Stark, Finance Director, and Shirley Buecksler, City Clerk**

Date: **August 17, 2020**

Donations to the City

BACKGROUND INFORMATION:

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

Janice Erickson has graciously donated $25.00 for a pet license applicant.

David Galvin has graciously donated $100.00 to the Police Department's canine program.

Rimma Getman has graciously donated $20.00 to the Police Department which will utilized for our outreach efforts.

Hy-Vee Oakdale graciously donated 12 cases of water for Election Judges working during the 2020 State Primary on Tuesday, August 11, 2020.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

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:

Janice Erickson has graciously donated $25.00 for a pet license.

David Galvin has graciously donated $100.00 to the Police Department's canine program.

Rimma Getman has graciously donated $20.00 to the Police Department which will utilized for our outreach efforts.

Hy-Vee Oakdale graciously donated 12 cases of water for Election Judges working during the 2020 State Primary on Tuesday, August 11, 2020.

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 17th day of August 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: **Char Stark, Finance Director**

Date: August 17, 2020

List of Claims

BACKGROUND INFORMATION:

Invoices to be paid

FISCAL IMPACT:

$974,402.89

STAFF RECOMMENDATION:

Approve payment of the attached

CITY OF WEST ST PAUL

Summary of List of Claims

Council Meeting of August 17, 2020

PAYROLL CHECK REGISTER:

Payroll Period	7/13/20 - 7/26/20	
Date Paid	7/31/2020	
Direct Deposit		$191,832.61
Payroll Period	7/27/20 - 8/9/20	
Date Paid	8/14/2020	
Direct Deposit		$166,361.33
TOTAL NET PAYROLL		$358,193.94

DISBURSEMENT CHECK REGISTER:

Checks	132831 - 132914	$482,984.85
EFTS	960 - 968	$133,224.10
TOTAL DISBURSEMENT CHECKS		$616,208.95
TOTAL PAYROLL, DISBURSEMENTS, ACH AND WIRE TRANSFERS		$974,402.89

CITY OF W.S.P

Payment Register

From Payment Date: 8/7/2020 - To Payment Date: 8/17/2020

Number	Date	Payee Name	Transaction Amount
AP-1 - Accounts Payable			
Check			
132831	08/07/2020	COMMERCIAL ASPHALT COMPANY	$44,405.24
132832	08/07/2020	LMCIT - CLAIMS	$2,789.82
132833	08/17/2020	A R I MECHANICAL	$460.00
132834	08/17/2020	AAA STRIPING SERVICE CO	$1,800.00
132835	08/17/2020	ACCUTAC ARMS	$4,000.00
132836	08/17/2020	ADVANTAGE SIGNS & GRAPHICS	$320.76
132837	08/17/2020	ALL PRO LAWN CARE & SNOW REMOVAL	$550.00
132838	08/17/2020	AMAZON BUSINESS	$426.70
132839	08/17/2020	AMEK ELECTRIC	$112.00
132840	08/17/2020	ASTECH	$6,793.44
132841	08/17/2020	BATTERIES PLUS BULBS	$272.35
132842	08/17/2020	BOLTON & MENK INC	$7,615.00
132843	08/17/2020	BOYER FORD TRUCKS INC	$499.43
132844	08/17/2020	BOYS PLUMBING INC	$56.00
132845	08/17/2020	BRAUN INTERTEC CORPORATION	$1,562.00
132846	08/17/2020	CASILLAS, RACHEL	$200.00
132847	08/17/2020	CENTURYLINK	$252.81
132848	08/17/2020	CINTAS CORPORATION	$226.06
132849	08/17/2020	COMMERCIAL ASPHALT COMPANY	$5,490.00
132850	08/17/2020	CORPORATE MARK INC	$630.00
132851	08/17/2020	CUSTOM APPAREL INC	$540.00
132852	08/17/2020	DAKOTA COMMUNICATIONS CENTER	$52,283.00
132853	08/17/2020	DAKOTA COUNTY FINANCIAL SERV	$1,423.13
132854	08/17/2020	DAKOTA COUNTY PROPERTY RECORDS	$13,729.00
132855	08/17/2020	DELL MARKETING	$4,971.03
132856	08/17/2020	DG CENTRAL 1, LLC	$2,064.46
132857	08/17/2020	DVS RENEWAL	$75.25
132858	08/17/2020	DVS RENEWAL	$25.25
132859	08/17/2020	DVS RENEWAL	$22.25
132860	08/17/2020	EMERGENCY AUTOMOTIVE TECH	$8,653.24
132861	08/17/2020	ESS BROTHERS & SONS INC	$3,321.00
132862	08/17/2020	FRESCO INC	$2,271.33
132863	08/17/2020	GERTENS GREENHOUSE	$1,195.54
132864	08/17/2020	GOODIN COMPANY	$90.39
132865	08/17/2020	GRAINGER INC	$35.00
132866	08/17/2020	GRANT ACQUISITION LLC	$4,980.00
132867	08/17/2020	HOLIDAY STATION STORES	$130.00
132868	08/17/2020	HOME DEPOT CREDIT SERVICES	$20.00
132869	08/17/2020	HOTSY	$332.53
132870	08/17/2020	HUEBSCH	$207.56
132871	08/17/2020	INTOXIMETERS	$575.00
132872	08/17/2020	INVER GROVE FORD	$61.42

132873	08/17/2020	IVAN'S TREE SERVICE	$6,773.50
132874	08/17/2020	KENNEDY & GRAVEN	$1,011.50
132875	08/17/2020	KREMER SERVICES, LLC	$1,896.96
132876	08/17/2020	LAWSON PRODUCTS INC	$603.04
132877	08/17/2020	LMCIT - CLAIMS	$3,327.20
132878	08/17/2020	MACQUEEN EQUIPMENT INC	$101.59
132879	08/17/2020	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	$11,360.29
132880	08/17/2020	MCMULLEN INSPECTIONS, INC	$1,672.00
132881	08/17/2020	MEDEXPRESS BILLING	$205.00
132882	08/17/2020	MENARDS	$503.74
132883	08/17/2020	MIKE BROTHERS LLC	$68.44
132884	08/17/2020	MN GLOVE	$214.04
132885	08/17/2020	NAPA AUTO PARTS	$291.05
132886	08/17/2020	NATURE CALLS	$1,591.50
132887	08/17/2020	NORTHDALE CONSTRUCTION COMPANY INC	$6,290.79
132888	08/17/2020	O'REILLY AUTOMOTIVE, INC	$9.16
132889	08/17/2020	OFFICE DEPOT	$52.09
132890	08/17/2020	ORKIN COMMERCIAL SERVICES	$127.79
132891	08/17/2020	PARKOS CONSTRUCTION CO INC	$100,636.11
132892	08/17/2020	PIONEER PRESS	$211.00
132893	08/17/2020	PROFESSIONAL WIRELESS COMM	$575.22
132894	08/17/2020	SFDMG, LLC	$7,116.86
132895	08/17/2020	SHERMAN ASSOCIATES	$10,864.29
132896	08/17/2020	SPORTS UNLIMITED	$3,150.00
132897	08/17/2020	ST PAUL/CITY OF	$4,441.07
132898	08/17/2020	STEWART, BILL	$1,019.40
132899	08/17/2020	SUBURBAN ELECTRIC	$64.00
132900	08/17/2020	T - MOBILE	$1,565.46
132901	08/17/2020	TOTAL TOOL	$206.47
132902	08/17/2020	TRANSUNION RISK & ALTERNATIVE	$100.00
132903	08/17/2020	TRIPLE S INVESTMENT LLP	$17,847.13
132904	08/17/2020	TWIN CITY JANITOR SUPPLY	$1,016.45
132905	08/17/2020	TWINS VENTURE LLC	$103.70
132906	08/17/2020	TWIST OFFICE PRODUCTS	$662.25
132907	08/17/2020	ULINE SHIPPING SUPPLIES	$389.73
132908	08/17/2020	VISU-SEWER , INC	$108,567.02
132909	08/17/2020	VOYANT COMMUNICATIONS, LLC	$1,779.07
132910	08/17/2020	W S & D PERMIT SERVICES	$152.00
132911	08/17/2020	WESTVIEW PARK CONDOS	$1,454.40
132912	08/17/2020	WOLD ARCHITECTS & ENGINEERS	$645.75
132913	08/17/2020	WORLD FUEL SERVICES, INC	$737.39
132914	08/17/2020	XCEL ENERGY	$8,112.41
Type Check Totals:			$482,984.85
EFT			
960	07/31/2020	MSRS HCSP	$3,500.96
961	07/31/2020	PUBLIC EMPLOYEES RETIRMNT ASSN	$54,935.03

Payment Register

From Payment Date: 8/7/2020 - To Payment Date: 8/17/2020

962	07/31/2020	IRS - PR TAXES	$60,625.12
963	07/31/2020	MN DEPT OF REVENUE - PR TAXES	$12,613.28
964	07/31/2020	US BANK CARDMEMBER SERVICES	$999.37
965	07/31/2020	OLD NATIONAL BANK	$258.74
966	08/17/2020	AUTHNET GATEWAY	$31.95
967	08/17/2020	CLOVER	$42.94
968	07/31/2020	FURTHER	$216.71
Type EFT Totals:			$133,224.10

TOTAL CHECKS & EFTS $616,208.95

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Melissa Sonnek, City Planner**

Date: **August 17, 2020**

Rental Licensing

BACKGROUND INFORMATION:

2020 rental license(s) – background required

According to the rental dwelling ordinance, the city requires a background investigation for each new rental property owner/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 applications, inspection reports, rental density, and code compliance requirements.

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

APPLICATION(S) FOR APPROVAL:

1061 Humboldt Avenue (Duplex – New Owner)
1024 Livingston Avenue (Duplex – Renewal)

989 Wallner Street (Single Family – New)
291 Emerson Avenue East (Single Family – Renewal)

FISCAL IMPACT:

		Amount
Fund:	**101**	
Department:	**30000**	
Account:	**32170**	**$ 585**

STAFF RECOMMENDATION:

Staff recommends City Council approve the rental license applications.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION APPROVING THE PROCESSING OF ABSENTEE BALLOTS 14 DAYS PRIOR TO THE 2020 STATE GENERAL ELECTION AND THE ACCEPTANCE OF ABSENTEE BALLOTS POSTMARKED ON OR BEFORE NOVEMBER 3, 2020

WHEREAS, Chapter 77 (House File 3429), passed and signed into law during the 2020 Regular Legislative Session, provided special procedures for the safe and secure conduct of the 2020 State Primary and State General Election during the COVID-19 outbreak; and

WHEREAS, Notwithstanding Minnesota Statutes, Section 203B.121 Subdivisions 3 and 4, the County Auditory or Municipal Clerk, and the applicable Absentee Ballot Board, must begin processing absentee ballots 14 days prior to the date of the election. After the close of business on the 14th day before the election, a voter whose record indicates that an Absentee Ballot has been accepted, must not be permitted to cast another ballot at that election; and

WHEREAS, Absentee Ballots postmarked on or before November 3, 2020 and delivered by the U.S. Postal Service must be accepted until 8:00 p.m. on November 10, 2020.

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the City of West St. Paul Absentee Ballot Board will begin processing Absentee Ballots for the 2020 State General Election after the close of business on the 14th day before the 2020 State General Election and will accept Absentee Ballots postmarked on or before November 3, 2020 and delivered by the U.S. Postal Service until by 8:00 p.m. on November 10, 2020.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 17th day of August 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: **August 17, 2020**

Joint Powers Agreement with Dakota County for Garlough/Marthaler River to River Trail Design

BACKGROUND INFORMATION:

Dakota County's master plan shows the River-to-River Regional Trail running from Mendota Heights through West St. Paul and South St. Paul. There are still a few gaps through West St. Paul that need to be constructed. For example, the Robert Street underpass, which is a key crossing of the busy state highway, will be under construction very soon. Another gap is through Garlough and Marthaler Parks.

In 2017, a preliminary engineering trail study was completed which looked at the potential routes through the two parks and identified challenges, such as significant grade changes. At this time, completing the final alignment and plans/specifications would set this project up for construction once funding is available.

A Joint Powers Agreement (JPA) is required between the City and County to define costs and project management responsibilities for final design. The City will lead final design and will be securing a design consultant in the near future. The current timeline has final plans completed early in 2021.

FISCAL IMPACT

The City will contribute $15,000 and the County will pay up to $60,000 for the final design costs. The $15,000 will come from the City's Park Fund.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Joint Powers Agreement with Dakota County for Garlough/Marthaler River to River Trail design, City Project 21-3.

Attachment: JPA with Dakota County for Garlough/Marthaler Trail Design

JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND THE CITY OF WEST ST. PAUL FOR FINAL DESIGN OF THE RIVER TO RIVER GREENWAY – GARLOUGH AND MARTHALER PARKS SEGMENT

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

WHEREAS, Dakota County (County) is a political subdivision of the State of Minnesota; and

WHEREAS, the City of West St. Paul (City) is a Minnesota municipal corporation (collectively herein the County and the City are referred to as the "Parties"); and

WHEREAS, the River to River Greenway: Garlough and Marthaler Parks segment does not currently meet regional design standards; and

WHEREAS, final design is required to complete the realignment and reconstruction of the River to River Greenway through Garlough and Marthaler Parks; and

WHEREAS, the County and the City are desirous of entering into this Agreement to share the actual costs for final design and engineering for the River to River Greenway, specifically the Garlough and Marthaler Parks Segment as depicted in Exhibit A; ("Project"); and

WHEREAS, the cost estimated cost for final design is $75,000; and

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

ARTICLE 1
Purpose

The purpose of this Agreement is to provide cooperation and funding by the County to the City for actual design and engineering, of the Project and to define the responsibilities and obligations of the County and the City for cost contribution and Project management. All funds provided by the County are to be used by the City solely for this purpose. The City shall use funds pursuant to this Agreement exclusively for the payment of actual design and engineering costs as provided in this Agreement.

ARTICLE 2
Parties

The Parties to this Agreement are the City and County. County is acting by and through its Parks Department. City is acting by and through its Parks Department.

ARTICLE 3
Term

This Agreement shall be effective on the date of the signature of the last party to sign this Agreement (Effective Date) and expires on December 31, 2022 or upon completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4
Cooperation

The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

ARTICLE 5
County's Payment Obligation

5.1. County Contribution Amount for Design and Engineering Costs. The County shall reimburse the City an amount not to exceed Sixty Thousand Dollars and 00/100 ($60,000.00) for actual design and engineering costs incurred for the Project.

5.2. Reimbursement by County. After this Agreement has been executed by both parties, the City may claim reimbursement for costs in accordance with the Agreement.

A. The County will reimburse the City within forty-five (45) calendar days of the City's submission of invoices for actual design and engineering costs to the County. Invoices must be submitted in the form acceptable to the County. All requests for reimbursement must be submitted by November 16, 2022. The City must certify that the requested reimbursements are accurate, appropriate and that such expenditures have not been otherwise reimbursed. If the invoice is incorrect, defective, or otherwise improper, the County will notify City within ten (10) calendar days of receiving the incorrect invoice. Upon receiving the corrected invoice from City, the County will make payment within forty-five (45) calendar days.

B. Increased Actual Design and Engineering Costs. Any net increase in actual design and engineering costs exceeding the estimated total of Seventy-Five Thousand Dollars and 00/100 ($75,000.00) in costs for design and engineering shall not affect or increase the County's contribution amounts. The County's contribution amounts shall not exceed the limits set forth in Section 5.1, regardless of net increases in the estimated or actual design and engineering costs.

C. Reductions in Actual Design and Engineering. Any net reduction in actual design and engineering costs shall reduce the County's contribution equally so that for every dollar reduction in actual design and engineering costs, the County's contribution for actual design and engineering costs shall be reduced by Seventy-five (75¢). City shall

provide County with all documentation evidencing reductions or increases in Project design and engineering costs at the County's request.

D. Right to Refuse Payment. The County may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the County from questioning the propriety of the claim. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

E. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the Project cost, scope or cost participation must be approved by the Authorized Representatives of both Parties prior to execution of work. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements.

5.3 Project Management Tear. Dakota County staff will participate on the Project Management Team (PMT) coordinated by the City.

5.4 Acknowledgment. The County shall appropriately acknowledge the assistance provided by the City pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.

ARTICLE 6
City's Obligations

6.1. Design, Engineering, and Bid Preparation. The City, or its agents or contractors, shall provide design and engineering for the Project, and prepare bid documents for the Project. The City will lead the final design and engineering, and shall be responsible for awarding contracts for the Project. The City will provide project design and management.

6.2. Acknowledgement. The City shall appropriately acknowledge the funding assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.

6.3. Compliance with Laws/Standard. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the work anticipated by this Project. The City or contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.

A. Assignment. The City may not assign or transfer any rights, duties, interests, or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the parties.

B. 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 Project, the City agrees that the contract for such services, labor, or materials 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 hold 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 by any intentional or 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 and incorporated as Exhibit B, 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, but that the County is a third-party beneficiary of the contract.

(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.

6.4. City Responsibility for Project Delivery. The City will be responsible for management of the work of the Project assuring it is in accordance with State laws and meets approved professional standards. The County will have no actual or implied legal responsibility to the City relating to the above obligations and responsibilities of the Project.

ARTICLE 7
Indemnification and Insurance

Each party to this Agreement shall be solely liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and the City. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions 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 claim arising from the work of the Project, City agrees to require all contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minn. Stat. § 466.04 during the term of such activity. All such insurance policies shall name City and County as additional insureds. City agrees to promptly provide County copies of any insurance policy related to this Agreement upon the County's request.

ARTICLE 8
Reporting, Accounting and Auditing Requirements

8.1. Accounting Records. The City agrees to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the City for a minimum period of six (6) years following the expiration of this Agreement. City agrees to promptly provide the County copies of any accounting records related to this Agreement upon the County's request.

8.2. Auditing. 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 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.

8.3. Data Practices. The City agrees with respect to any data that it possesses regarding the Agreement to comply with 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.

8.4. Authorized Representatives. The following named persons are 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:

TO THE COUNTY: Steven C. Mielke
Physical Development Division Director
14955 Galaxie Avenue
Apple Valley, MN 55124

Matt Smith, 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.

TO THE CITY: Ryan Schroeder
City Manager
1616 Humboldt Ave.
West St. Paul, MN 55118

In addition, notification 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, Minnesota 55033.

8.5. Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison: Steve Sullivan, Parks Director
Telephone: 952-891-7088
Email: Steve.Sullivan@co.dakota.mn.us

City Liaison: Ross Beckwith
City Engineer
West St. Paul, MN 55118
Telephone: 651-552-4130
Email: rbeckwith@wspmn.gov

9.6. Changes to Designated Liaisons or Authorized Representatives. The Parties shall provide written notification to each other of any change to the designated liaison or authorized representative. Such written notification shall be effective to change the designated liaison or authorized representative under this Agreement, without necessitating an amendment of this Agreement.

ARTICLE 9
Modifications

9.1. Any material alterations, amendments, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties' respective Boards, and signed by the Authorized Representatives of the County and the City.

ARTICLE 10
Termination

10.1. In General. Either Party may terminate this Agreement for cause by giving seven (7) calendar days written notice of its intent to terminate to the other Party. Such Notice of Termination for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the Effective Date of termination.

10.2. Termination by Dakota County for Lack Of Funding. Notwithstanding any provision of this Agreement to the contrary, Dakota County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient to allow payments due under this Agreement or any contract or work orders of Invoices submitted. Written notice of termination sent by Dakota County to the City by facsimile is sufficient notice under this section. Dakota County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. Dakota County will not be assessed any penalty of damages if the Agreement is terminated due to lack of funding.

ARTICLE 11
Minnesota Law to Govern

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement or its breach shall be venued in Dakota County, Minnesota.

ARTICLE 12
Merger

12.1. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No other understanding regarding this Agreement, whether written or oral may be used to bind either party.

12.2. Exhibits A and B (including all Attachments or addenda) are attached hereto, and all terms, obligations and conditions in said Exhibits are incorporated herein and made a part of this Contract. By signing this Contract, Contractor affirms and acknowledges receipt of all the above Exhibits (including all Attachments or Addenda).

ARTICLE 13
Severability

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either Party.

ARTICLE 14
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.

ARTICLE 15
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.

ARTICLE 16
Interpretation and Construction

This Agreement was fully reviewed and negotiated by the Parties. Accordingly, the Parties agree the "against the offeror" principle of contract interpretation and construction shall not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the party that drafted the Agreement. It is the intent of the Parties that every section (including any subsection thereto), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

ARTICLE 17
Survivorship

The following provisions under this Agreement shall survive after the termination or expiration of this Agreement: Article 5.4 and 6.2 (Acknowledgement); Article 7 (Indemnification and

Insurance); Article 8 (Reporting, Accounting and Auditing); Article 11 (Minnesota Law to Govern); Article 13 (Severability); Article 16 (Interpretation and Construction); and Article 17 (Survivorship).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:

_____
Assistant County Attorney/Date
KS-20-326

County Board Res. No. _____

DAKOTA COUNTY

By _____
Steven C. Mielke
Physical Development Division Director

Date of Signature: _____

CITY OF WEST ST. PAUL

By _____
David J. Napier, Mayor
Date of Signature: _____

By _____
Ryan Schroeder, City Manager
Date of Signature: _____

EXHIBIT A

River to River Greenway
Garlough and Marthaler Parks Segment

Overall River to River Greenway:

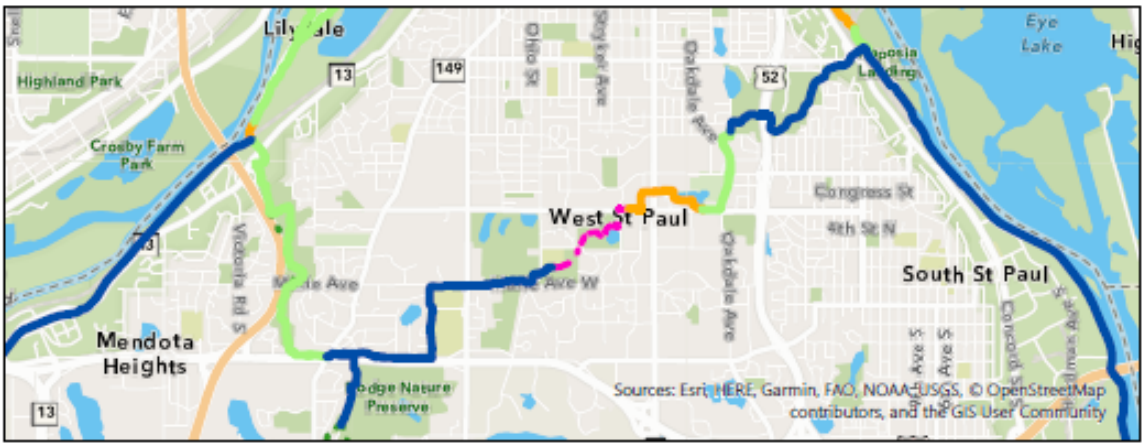

EXHIBIT B

[County Insurance Terms]

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: **August 17, 2020**

Sanitary Sewer I/I Private Property Assessment Agreements

BACKGROUND INFORMATION:

As part of the Inflow and Infiltration (I/I) Sewer Inspection Program that the City began in the fall of 2008, the City Council allowed property owners to assess the cost of any sewer repairs that were required as part of the inspection program. The City Council set the terms of the assessment interest rate and period at 3% over 10-years.

FISCAL IMPACT:

The attached spreadsheet shows seven properties that are requesting to have their sewer-related repair costs assessed. The total assessments are for $41,049.69.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the attached I/I assessment agreements.

Attachment: List of I/I Assessment Agreements

LIST OF I/I ASSESSMENT AGREEMENT

Date: August 17, 2020

	Owner Name	Site Address	PID	Invoice Amount	
1	LISA WOLTER	951 BELLOWS	423800041030	$	6,702.25
2	COLLIN J ALLEN	365 BUTLER	422880000030	$	3,919.49
3	ERIC MOTEBERG	1188 BIDWELL	420180079010	$	2,776.60
4	ZACHARY J METZGER	1337 BIDWELL	420180082142	$	13,362.00
5	ADAM W & CAITLAN A STOKSTAD	1083 LIVINGSTON	424860000070	$	5,776.60
6	JONATHAN R KINSEL & KATHLEEN M FLOOD	928 OTTAWA	423495001170	$	4,585.75
7	ERIC A HOFFMAN & LARA K WINTER-HOFFMAN	186 WESTCHESTER	428381007140	$	3,927.00
				$	41,049.69

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: **August 17, 2020**

Final Reading -Animal Ordinance Modification

BACKGROUND INFORMATION:

At the open council work session on July 13, 2020 staff brought forth a request to modify the Farm and Other Small Domestic Animal Ordinance. The changes were desired by some due to the restrictive nature of the 100 foot rule in which a chicken enclosure could not be closer than 100 feet from another property owner's dwelling, store, apartment, restaurant, etc.

On July 27, 2020 staff brought forth a first reading of the modified Farm and Other Small Domestic Animal ordinance. At this time discussion took place and the first reading was passed with the following amendments:

- Increase the number of hen chickens allowed from four to six.
- Add a ten foot setback requirement for any coop from the property line.
- Decrease the 100 foot rule of a coop from another property owners dwelling or building to 25 feet.

Before you tonight is the final reading of the Farm and Other Small Domestic Animal ordinance that incorporates the amendments as passed during the first reading on July 27, 2020.

Publication of the final reading and public hearing was conducted pursuant to state and local regulations.

Staff is available to answer any questions.

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Discuss the changes if desired, hold a public hearing and pass the ordinance as amended.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-012

AN ORDINANCE AMENDING SECTION 90.08 OF THE WEST ST. PAUL CITY CODE REGARDING FARM AND OTHER SMALL DOMESTIC ANIMALS

The City of West Saint Paul does ordain:

SECTION 1. West St. Paul City Code Section 90.08 relating to farm and other small domestic animals is hereby amended as follows:

§ 90.08 FARM AND OTHER SMALL DOMESTIC ANIMALS.

(A) General rule. A person may keep up to the following number of farm or other small animals without a permit:

1) ~~Four~~ Six hen chickens (no roosters); or
2) If not chickens, then two farm animals; or
3) Two Vietnamese pot-bellied pigs; or
4) Two animals deemed similar by the Police Chief.

(B) A person may keep more than the allowable number of the aforementioned animals if:

1) The property upon which the animals are kept is greater than five acres, and there is at least 350 feet between the animal enclosure and a residence; or
2) A special permit is approved by the Council pursuant to § 90.04(B).

(C) Stables.

1) Construction. Every stable, building or enclosure where any animal is kept will be constructed of material and in a manner that allows it to be kept clean and sanitary.
2) Proximity to residences. Every stable or other building occupied by authority of a special permit will, if located within 200 feet of any apartment, hotel, restaurant, retail food store, school, religious or hospital purposes, or residences other than those occupied by the owner or occupant of the premises upon which the animals are kept, be provided with a water-tight and fly-tight receptacle for manure of such dimensions as to contain all accumulations of manure. The receptacle must be emptied sufficiently often and in such manner as to prevent it from becoming a nuisance. The receptacle must be kept securely covered at all times except when open during the deposit or removal of manure or refuse. Manure must not be allowed to accumulate outside the receptacle.

3) Screening; sanitary conditions. The Council or Health Officer may, in order to avoid a nuisance, require that any stable or other building where any animal is kept be screened tightly against flies, and that it be provided with running water, drain sewer connection, flooring impervious to water, and that measures be taken as may be necessary to ensure proper protection to public health and safety, as conditions precedent to the issuance of any special permit.

(D) Small animal shelters; proximity to certain uses. A chicken coop, dove cote, dog kennel facility (which is a facility designed to contain more than three dogs), rabbit warren or other yard or establishment where small animals or fowls are kept, must not be maintained closer than ~~100~~ 25 feet from any apartment, hotel, restaurant, boarding house, retail food store, building used for school, religious or hospital purposes, or residence other than occupied by the owner or occupant of the premises where the creatures are kept and must be set back 10 feet from any property line.

(E) Cleaning animal shelters. All structures, pens, coops or yards where animals or fowls are kept or permitted to be, must be maintained in a clean and sanitary condition, devoid of all rodents and vermin, and free from objectionable odors. The interior walls, ceiling, floors, partitions, appurtenances of all the structures must be whitewashed or painted annually or as often as the city directs. The city, upon the complaint of any individual, will inspect any structure or premises and issue any order as may be necessary to carry out the provisions of this section.

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:

> This ordinance reduces the distance requirements of farm and small domestic animals shelters from restaurants, schools or housing structures from 100 feet to 50 feet.

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 17th day of August 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: **August 17, 2020**

Final Reading – On-Sale Liquor License Ordinance Modification

BACKGROUND INFORMATION:

Currently, city ordinance only allows an individual to hold one On-Sale liquor license. The ordinance is impeding the sale of an establishment in West St Paul since the potential purchaser already holds a license. Additionally, the current ordinance could hamper additional national restaurants and local restaurateurs from coming into the city. Many chains are owned and operated by a single entity, such as Darden Restaurants and Yum! Brands. There are several local individuals that operate two or more restaurants as well.

Council discussed this topic at a previous open council work session and based on feedback staff removed subdivision 5 which places a limit of one license per individual. The first reading took place at the last council meeting on July 27 which passed unanimously.

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Discuss the ordinance modification, hold a public hearing and pass the ordinance changes.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-013

AN ORDINANCE AMENDING SECTION 112.04 OF THE WEST ST. PAUL CITY CODE REGARDING PERSONS INELIGIBLE FOR A LIQUOR LICENSE

The City of West Saint Paul does ordain:

SECTION 1. West St. Paul City Code Section 112.04 relating to persons ineligible for a liquor license is hereby amended as follows:

§ 112.04 PERSONS INELIGIBLE FOR LICENSE.

(A) In addition to the grounds stated in § 110.06, no license will be granted to or held by any person or management who:

(1) Is a manufacturer of 3.2% malt liquor or is interested in the control of any place where 3.2% malt liquor is manufactured; or

(2) Is or during the period of the license becomes the holder of a federal retail liquor dealer's special tax stamp for the sale of intoxicating liquor at any place unless there has also been issued to him or her a local license to sell intoxicating liquor at that place; or

(3) Is not the owner of the establishment for which the license is issued; or

(4) Owned an interest of more than 5% of the corporation, partnership, association, enterprise, business or firm applying for the license and who has had an intoxicating liquor license revoked in any jurisdiction within five years of the license application; or

~~(5) Already has an intoxicating liquor license.~~

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:

> This ordinance amendment allows persons to have more than one intoxicating liquor license in the City of West St. Paul.

SECTION 5. 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 17th day of August 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**

Jim Hartshorn, Community Development Director

From: **Melissa Sonnek, City Planner**

Date: **August 17, 2020**

Final Reading – Rezoning of 1201 Robert St. and 50 Signal Hills Ave.

BACKGROUND INFORMATION:

At the July 27, 2020 meeting, City Council held a public hearing and approved the first reading to rezone 1201 Robert Street and 50 Signal Hills Avenue from B4 – Shopping Center, to PMD – Planned Mixed-Use Development with B4 – Shopping Center and R4 – Multiple Family Residential underlying zoning. The rezoning is being requested in order to align the zoning of the property with the 2040 Comprehensive Plan as well as to construct two apartment buildings totaling to 393-units.

The conditional use permit, site plan, preliminary and final plat were approved along with the first reading of the rezoning during the July 27th meeting. However, since rezoning applications must be approved through an ordinance, this requires two readings.

PLANNING COMMISSION:

The Planning Commission met in regular session on July 21st, 2020 and held a public hearing. Several people attended the meeting in person and called in to discuss the items. Ultimately the Planning Commission voted 7-0 to recommend approval of the rezoning of the property, subject to the conditions recommended by City Staff.

STAFF RECOMMENDATION:

Staff recommends the City Council review the attached ordinance and approve the rezoning of 1201 Robert Street and 50 Signal Hills Avenue from B4 – Shopping Center, to PMD – Planned Mixed-Use Development with B4 – Shopping Center and R4 – Multiple Family Residential underlying zoning.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-014

AN ORDINANCE REZONING 1201 ROBERT ST S AND 50 SIGNAL HILLS AVE FROM B4 – SHOPPING CENTER, TO PMD – PLANNED MIXED-USE DEVELOPMENT WITH B4 – SHOPPING CENTER AND R4 – MULTIFAMILY RESIDENTIAL UNDERLYING ZONING

The City Council of West St. Paul does ordain:

SECTION 1. AMENDMENT. The Zoning Map of the City of West St. Paul is hereby amended by rezoning 1201 Robert St. S. from B4 – Shopping Center to PMD – Planned Mixed-Use Development, with B4 – Shopping Center and R4 – Multi-Family Residential under lying zoning for the properties legally described as:

Lots 1 and 2, Block 1, WSP Leased Housing, Dakota County, Minnesota.

SECTION 2. PAYMENT OF FUTURE PARK DEDICATION FEES. Upon the occurrence of any of the following events on Lots 3, _____, _____, _____, Block 1, WSP Leased Housing (the "Signal Hills lots"), park dedication fees shall be immediately due and payable according the current fee schedule and the uses at the time of the event:

A. Building permit application for new construction or for any improvements valued at more than $100,000;
B. Demolition of any buildings or portions thereof;
C. Modification of exterior building materials that alters more than 25% of the building;
D. Reconfiguration, reduction or enlargement of a parking area by more than 10%;
E. Replatting of any portion of said lots.

SECTION 3. SURVIVAL OF PARK DEDICATION FEES. If the City fails to collect park dedication fees for the Signal Hills lots for the events identified in Section 2, such park dedication fees shall be due and payable when the oversight is discovered. If future changes, alterations or expansions are made to the Signal Hills lots that require additional park dedication fees due to development or redevelopment, such fees shall be due and payable accordingly based on the fee schedule at the time of the event.

SECTION 4. 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 17th day of August, 2020.

Attest:

_____ _____

David Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

From: **Ryan Schroeder, City Manager**

Date: **August 17, 2020**

Consideration of 2nd Reading of Conversion Therapy Ban

BACKGROUND INFORMATION:

At the July 27, 2020, Council held the first reading of an ordinance banning conversion therapy of minors. The ordinance reviewed on July 27 is enclosed for Council review. However, the City Attorney has become aware of potential constitutional issues regarding the ordinance as drafted and is recommending the ordinance not be adopted at this time. Instead we are recommending that Council open the public hearing and continue the public hearing. Further, that we schedule a discussion at a future meeting (ostensibly August 31) to allow Council the opportunity to review issues to be addressed prior to adoption of the ordinance as proposed. Legal Counsel currently is researching issue areas and is not prepared for the discussion for August 17.

As per the ordinance draft, conversion therapy is defined as any practice or treatment by a provider that seeks to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender. Conversion therapy does not include counseling that provides support and assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, identity exploration, development, including sexual orientation and gender identity, and neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, if such counseling is not conducted with the goal of changing the person's sexual orientation or gender identity.

According to the data we have compiled, 20 states and over 70 cities across the country have banned conversion therapy for minor children in some fashion. Within Minnesota, the Cities of Duluth, Minneapolis, St. Paul and Red Wing have adopted ordinance bans and Golden Valley and Rochester have adopted a resolution against the practice. According to the League of Minnesota Cities and Metro Cities, there has been some legislative discussion on this topic, but legislative support for a statewide ban does not appear to be in the immediate future.

FISCAL IMPACT: N/A

STAFF RECOMMENDATION:

Open the public hearing and continue the public hearing to a date certain with the understanding that staff intends an OCWS discussion at the August 31 meeting.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-

AN ORDINANCE ENACTING SECTION 33.04 OF THE WEST ST. PAUL CITY CODE REGARDING THE PROHIBITION OF CONVERSION THERAPY FOR MINORS

The City of West Saint Paul does ordain:

SECTION 1. ENACTMENT. West St. Paul City Code Section 33.04 relating to the prohibition of conversion therapy for minors is hereby enacted as follows:

§ 33.04 PROHIBITION OF CONVERSION THERAPY FOR MINORS BY LICENSED PROVIDERS

(A) *Purpose.* The purpose of this Section is to protect the physical and psychological well-being of minors, including LGBTQ minors, from the harm caused by conversion therapy.

(B) Definitions. The following definitions apply to this section:

CONVERSION THERAPY means any practice or treatment by a provider that seeks to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender. Conversion therapy does not include counseling that provides support and assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, identity exploration, development, including sexual orientation and gender identity, and neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, if such counseling is not conducted with the goal of changing the person's sexual orientation or gender identity.

GENDER EXPRESSION means a person's expression of gender identity through appearance and behavior, including how an individual believes that they are perceived by others.

GENDER IDENTITY means a person's sense of self as a woman, man, another gender, or genderless.

MINOR means any person under eighteen (18) years of age.

PROVIDER means an individual who is licensed, certified, or registered under the laws of the State of Minnesota, including mental health practitioners and mental health professionals as defined in Minnesota Statutes, Section 245.462, to provide mental health services. Providers include mental health counselors, marriage and family therapists, social workers, physicians, psychologists, psychotherapists, chemical dependency professions, and their associates. A

provider does not include members of the clergy who are acting in their roles as clergy or pastoral counselors and providing religious counseling to congregants.

SEXUAL ORIENTATION means a component of identity that includes a person's sexual and emotional attraction to another person and the behavior and/or social affiliation that may result from this attraction.

(C) Prohibited Practices. It shall be unlawful for any provider to provide conversion therapy to a minor within the City limits.

(D) Enforcement. Violations of this Section are punishable by Administrative Citations as defined in Section 10.98.

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:

> This ordinance prohibits conversion therapy by licensed providers for minors within City limits.

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 _____ day of _____ 2020.

Attest:

_____ _____

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

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

From: **Ryan Schroeder, City Manager**

Date: **August 17, 2020**

Approve CARES ACT Allocation (initial)

BACKGROUND INFORMATION:

On July 27, the City Council approved the CARES ACT expenditure plan. Enclosed is the initial allocation pursuant to that plan. The allocation is in conformance with the allocation approach provided within the expenditure plan as follows:

Allocation Approach

- Upon guidance from the City's audit firm, it is intended that the City would first allocate Police Department payroll expenditures against CARES ACT funding
- Upon approval of the City Council, the City would create a Business Grant Program or provide funding to a Dakota County Community Development Agency (CDA) Business Grant Program to assist West St. Paul businesses with CARES ACT eligible expenses directly attributable to or in response to COVID-19
- As per the above, the City would allocate direct expenditures for PPE, sanitizing, teleworking/computer/server/telephone COVID-19 related expenditures
- To the extent funding would be available, the City would allocate Staff expense for those positions identified above, to the extent that these positions have been substantially dedicated to COVID-19 response or mitigation
- South Metro Fire is an eligible sub-grantee with direct COVID-19 expenditure which may be allocated

Approval Approach

1. Council approval of the Expenditure Plan
2. Council approval of the Small Business Grant Program and/or approach
3. Future Council approval of CARES ACT allocations
4. If Business Grant Program is approved, future Council approval of Individual Business Grants
5. Upon approval of the Federal Single Audit (spring/summer 2021), re-allocation of any residual revenue per adopted fund balance policy

The total amount provided to the City of West St. Paul was $1,586,138 plus any interest earnings. This initial allocation request is for $880,743.64.

FISCAL IMPACT:

STAFF RECOMMENDATION:

By motion, approve the enclosed allocation of CARES Act funding.

		Actual Spent to Date				
Type	**CARES Allocation**	**March**	**April**	**May**	**June**	**Total**
PPE	10,000.00	1,477.60	2,673.61	2,236.86	18.95	6,407.02
IT equipment	40,000.00		1,101.13			1,101.13
Police Payroll @50%	1,250,000.00	175,137.00	175,074.98	212,421.39	178,260.23	740,893.60
Emergency Sick	75,000.00		1,790.60	2,947.98	3,633.62	8,372.20
Extended FMLA					1,123.15	1,123.15
Small Business Grants	150,000.00					
SMFD	75,000.00					
Total Costs	1,600,000.00	176,614.60	180,640.32	217,606.23	183,035.95	757,897.10
Submitted to FEMA		1,108.20	2,831.06	1,677.65	14.21	5,631.11
CARES		175,506.40	177,809.27	215,928.58	183,021.74	752,265.98
CARES Aid	$ 1,586,138.00					757,897.10
						Amount
	$ (13,862.00)					

MANAGEMENT AND BUDGET

Please submit your completed form each month to CRAOffice.mmb@state.mn.us.

Local Government Expenditure Report		
Name of Local Government (this will auto populate based on your SWIFT Supplier ID)	SWIFT Supplier ID #	Date Submitted
#N/A	197724	
Name and Title of Person Filling Out Form	DUNS/SAMS Number	Phone Number (enter 10 digits without spaces or dashes)
Charlene Stark, Finance Director	010345148	651-552-4123
Email Address	Amount of CRF Received from the Department of Revenue	Total Spent to Date (this amount will autofill)
cstark@wspmn.gov	#N/A	$ 880,743.64
Select "**Interim**" if your agency has any unspent funds and **"Final"** in the box to the right if all available CRF funds have been spent and this will be your final report.	**Interim**	
Please submit this report no later than 7 business days after the end of each month to provide the spend status of allotted Coronavirus Relief Funds (CRF), CFDA Number 21.019 awarded by the State of Minnesota.	Amount of CRF Remaining (this amount will autofill)	
	#N/A	

As of July 31, 2020 the covered period for these expenses is March 1, 2020 through November 15 (cities and towns) /December 1, 2020 (counties). The covered period may change based on federal guidance and you will be notified if any changes occur.

DO NOT USE CRF FUNDS FOR ANY COST INCURRED OUTSIDE THIS COVERED PERIOD.

Coronavirus Relief Fund (CRF) Categories		Total	July, 2020	August, 2020	September, 2020	October, 2020	November, 2020	December, 2020
	Describe expenses as specified in federal guidance (Links in green font in the two cells to the right) in the space below.	Treasury Guidance	FAQs					
Medical Expenses (expended)	Cleaning supplies, Front Counter desk shields-plex glass construction, 25% match of FEMA expenses	$ 1,667.03	$ 1,667.03	$ -	$ -	$ -	$ -	$ -
Medical Expenses obligated but not yet paid			$ -	$ -	$ -	$ -	$ -	$ -
Public Health Expenses (expended)		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Public Health Expenses obligated but not yet paid			$ -	$ -	$ -	$ -	$ -	$ -
Payroll Expenses (expended)	Police Payroll, Emergency Sick due to COVID and Extended FMLA	$ 878,417.01	$ 878,417.01	$ -	$ -	$ -	$ -	$ -
Payroll Expenses obligated but not yet paid			$ -	$ -	$ -	$ -	$ -	$ -
Compliance with Public Health Measures (expended)		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Compliance with Public Health Measures Obligated but not yet paid			$ -	$ -	$ -	$ -	$ -	$ -
Economic Support Spent		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Economic Support obligated but not yet paid			$ -	$ -	$ -	$ -	$ -	$ -
Other (expended)	IT equipment to support working from home (25%) match and folding chairs purchased for the reopening of the arena	$ 659.60	$ 659.60	$ -	$ -	$ -	$ -	$ -
Other obligated but not yet paid			$ -	$ -	$ -	$ -	$ -	$ -
Total (Expended		$ 880,743.64	$ 880,743.64	$ -	$ -	$ -	$ -	$ -
Total obligated but not yet Paid			$ -	$ -	$ -	$ -	$ -	$ -

Cities and Towns	
Enter the Amount of unspent funds distributed to home county	$ -
Enter the name of the home county	
Enter the date funds were returned	

Cities and Towns in Hennepin and Ramsey Counties	
Enter the amount of unspent funds granted to hospitals	$ -
Enter the name(s) of hospitals receiving grants of unspent funds	

Counties	
Enter the amount of unspent funds received from cities and towns	$ -
Enter the amount of unspent funds returned to the State of Minnesota	$ -
Enter the date unspent funds were returned to the State of Minnesota	

	Total	July, 2020	August, 2020	September, 2020	October, 2020	November, 2020	December, 2020
Enter the amount distributed to cities and towns with a population under 200	$ -	$ -	$ -	$ -	$ -	$ -	$ -

CRF Fund Spending Confirmations	
	Use the dropdown menu to place an "X" in the cell B62 to confirm that your CRF funding request meets federal guidance: **(1) as a necessary expenditure to respond to the COVID-19 public health emergency,** **(2) is not accounted for in the current budget,** **(3) expenses were incurred during the covered period. See box C18 for explanation, and** **(4) does not include any ineligible expenses as defined in federal guidance.**

MANAGEMENT AND BUDGET

Coronavirus Relief Fund (CRF) Categories	
Medical Expenses	COVID-19-related expenses of public hospitals, clinics, and similar facilities
	Establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
	Costs providing COVID-19 testing, including serological testing
	Emergency medical response expenses, including emergency medical transportation, related to COVID-19
	Establishing and operating public telemedicine capabilities for COVID-19 related treatment
Public Health Expenses	Acquisition and distribution of a. medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers connected to COVID-19 public health emergency
	Disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency
	Technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety
	Public safety measures undertaken in response to COVID-19
	Expenses for quarantining individuals
	Contact tracing
	Recovery planning projects or operating a recovery coordination office
Payroll Expenses	Examples of types of covered employees, or classes of employees, include: •Public Safety, Public Health, Health Care, Human Services •Similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency
	Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense
	Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency

	Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered
	Payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures
Compliance with Public Health Measures	vulnerable populations, to enable compliance with COVID-19 public health
	Facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions
	Improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions
	Providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions
	Maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions
	Care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions
	Ongoing expenses from decommissioned equipment placed back into use or an unplanned lease renewal in order to respond to the public health emergency to the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance
Economic Support	Provision of grants to small businesses to reimburse the costs of business interruption caused by required closures
	Expenditures related to a State, territorial, local, or Tribal government payroll support program.
	Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise
	Consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense due to COVID-19 public health emergency
	Employment and training programs for employees that have been furloughed due to the public health emergency, if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency
	Program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs
	Grants to small businesses to reimburse the costs of business interruption caused by required closures
Other	Other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

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: **August 17, 2020**

First Reading – Vacating Easement along Kathleen Drive

BACKGROUND INFORMATION:

There is an existing easement between 173 and 187 Kathleen Drive left over from a future connection to Marie Avenue to the north. Marie Avenue was not built as shown on that plat as it currently sits further north. The two property owners have petitioned the City to vacate the easement, giving each parcel half.

Currently, Xcel Energy has a power line running down the center of the easement and those easement rights will be reserved.

Easements are vacated by ordinance, requiring two readings, one of which is a public hearing. In addition, notice must be provided to the adjacent property owners informing them of the hearing. The public hearing date will be August 31, 2020.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends that the City Council review the attached ordinance and approve the first reading.

Attachment: Ordinance Vacating Easements

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE VACATING UNBUILT ROADWAY BETWEEN LOT 8 BLOCK 1 AND LOT 1 BLOCK 2, A.E. REHNBERG'S SOUTHVIEW ADDITION BY ORDINANCE PURSUANT TO CITY CODE

The City Council of West St. Paul does ordain:

SECTION 1. Pursuant to West St. Paul City Code § 95.55 and Minn. Stat. § 412.851, on petition of a majority of abetting landowners, the City Council may vacate any street, alley, public grounds, public way or any part thereof within the City by Ordinance; and

WHEREAS, the City of West St. Paul received a petition from landowners requesting the City vacate all of the unbuilt public roadway, dedicated in A.E. Rehnberg's Southview Addition lying between Lot 8, Block 1 and Lot 1, Block 2; and

WHEREAS, pursuant to Minnesota Statutes § 412.851 and City Code Section 95.55, the City of West St. Paul held a public hearing on August 31, 2020 the proposed vacation of such portion of street legally described as follows:

> All of the public roadway, as delineated in dedicated, in "A.E. Rehnberg's Southview Addition", according to the recorded plat thereof, Dakota County, Minnesota, lying between Lot 8, Block 1 and Lot 1, Block 2 in said plat; lying southerly of Marie Avenue (now vacated), as delineated and dedicated, in said plat; and lying northerly of a line drawn from the southerly southwest corner of said Lot 8, Block 1 to the southerly southeast corner of said Lot 1, Block 2 of said plat; and

WHEREAS, the City Council has determined that the vacation would be in the public intent.

NOW THEREFORE THE CITY OF WEST ST. PAUL DOES ORDAIN:

1. That pursuant to Minnesota Statutes § 412.851 and City Code Section 95.55, the City of West St. Paul hereby vacates the public street situated in the City of West St. Paul, County of Dakota, State of Minnesota legally described and depicted on attached Exhibit A.

2. That the said vacation has no relationship to the City's Comprehensive Plan and therefore the West. St. Paul City Council has dispensed with the requirements of Minn. Stat. § 462.356, subd. 2, that may require the West St. Paul Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, subd. 2.

3. That the City specifically reserves the right and authority of any utility company or corporation using or controlling electric or telephone poles, lines or gas thereon or thereunder, to continue maintaining the same and to enter thereon to maintain, repair, replace, remove or otherwise attend thereto.

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 City is vacating an unbuilt section of platted roadway between 2 lots generally located north of Kathleen Drive and south of Marie Avenue.

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 _____ day of _____, 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: **Kori Land, City Attorney**

Date: **August 17, 2020**

Second Reading of Ordinance Approving the Sale of the Former Car-X Property to the EDA for Redevelopment Purposes

BACKGROUND INFORMATION:

The City is the fee owner of the former Car-X property (the "Property"). The Property is located in an area that is suited for economic development by the EDA. The EDA is negotiating a Development Agreement with a Developer for the Property. In order to advance the future economic development of the Property in furtherance of the City's Comprehensive Plan and economic goals, the Property must be conveyed to the EDA. Pursuant to West St. Paul City Charter § 12.05, the City Council may dispose of real property within the City by Ordinance. Staff recommends approving the conveyance to the EDA for redevelopment purposes. The first reading of the ordinance was held by the City Council on July 27, 2020.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Hold a Public Hearing and Second Reading of Ordinance No. 20-015 Approving the Sale of Property Located Within the City of West St. Paul, Minnesota, to the West St. Paul Economic Development Authority.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-015

AN ORDINANCE APPROVING THE SALE OF PROPERTY LOCATED WITHIN THE CITY OF WEST ST. PAUL, MINNESOTA TO THE WEST ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY

The City of West St. Paul does ordain:

SECTION 1. Pursuant to West St. Paul City Charter § 12.05, the City Council may dispose of real property within the City by Ordinance; and

WHEREAS, the City desires to sell real property to the West St. Paul Economic Development Authority ("EDA"), situated in Dakota County, Minnesota, legally described as follows:

PID: 42-24200-01-070; Abstract Property:

Lots 4, 5, 6 and 7, Block 1, Erchingers Addition to South St. Paul, Dakota County, Minnesota

(the "Property"); and

WHEREAS, the Property is located in an area that is suited for economic development by the EDA; and

WHEREAS, to advance the future economic development of the Property in furtherance of the City's Comprehensive Plan and economic goals, the Property must be conveyed to the EDA; and

WHEREAS, upon conveyance of the Property to the EDA, the EDA shall initiate negotiations with a suitable developer for the sale of the Property; and

WHEREAS, on August 17, 2020, the City held a public hearing on the sale of the Property and the City considered all of the information presented at the public hearing.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of West St. Paul that the Property shall be conveyed to the EDA and the City and its representatives are authorized execute all documents necessary to effectuate such conveyance.

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 allows the City to convey the former Car-X property to the West St. Paul Economic Development Authority for redevelopment purposes.

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 17th day of August 2020.

Attest:

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

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Business Entity

DEED TAX DUE: $1.65 DATE: _____

FOR VALUABLE CONSIDERATION, City of West St. Paul, a Minnesota municipal corporation ("Grantor"), hereby conveys and quitclaims to West St. Paul Economic Development Authority, a Minnesota public body corporate and politic ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

Lots 4, 5, 6 and 7, Block 1, Erchingers Addition to South St. Paul, Dakota County, Minnesota

PID: 42-24200-01-070

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

TOTAL CONSIDERATION IS LESS THAN $3,000.00.

Check applicable box:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: **[…]**.)

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

City of West St. Paul

By: _____
David J. Napier
Its: Mayor

By: _____
Ryan Schroeder
Its: City Manager

State of Minnesota, County of Dakota

This instrument was acknowledged before me on _____, 2020, by David J. Napier as Mayor and by Ryan Schroeder as City Manager of City of West St. Paul, a Minnesota municipal corporation.

(Stamp)

_____

(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: _____

(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Korine L. Land, #262432
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
TITLE NOT EXAMINED

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

West St. Paul Economic Development Authority
1616 Humboldt Avenue
West St. Paul, MN 55118