



CITY OF WEST ST. PAUL

1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118

OPEN COUNCIL WORK SESSION
MUNICIPAL CENTER LOBBY CONFERENCE ROOM
JANUARY 14, 2019
5:00 P.M.

1. Roll Call
2. Review and Approve the OCWS Agenda
3. Review the Regular Meeting Consent Agenda
4. Agenda Item(s)

A. Appointment to Fill Ward 3 Council Vacancy

Documents:

[COUNCIL REPORT - WARD 3 COUNCIL APPOINTMENT.PDF](#)

B. West St. Paul Days and Open House Events for 2019

Documents:

[COUNCIL REPORT - WEST ST. PAUL DAYS AND OPEN HOUSE EVENTS FOR 2019.PDF](#)

C. Designating Polling Locations for Municipal Elections

Documents:

[COUNCIL REPORT - DESIGNATING POLLING LOCATIONS FOR MUNICIPAL ELECTIONS.PDF](#)

D. Oppidan Right of Entry Agreement

Documents:

[COUNCIL REPORT - OPPIDAN RIGHT OF ENTRY.PDF](#)
[CITY OF WSP RIGHT OF ENTRY THOMPSON OAKS GOLF COURSE 1-8-19.PDF](#)

E. Update on Future Policy Topics

Documents:

[COUNCIL REPORT - DISCUSSION ON FUTURE POLICY ITEMS.PDF](#)

5. Adjourn

*If you need an accommodation to participate in the meeting, please contact the ADA Coordinator at
651-552-4100, TDD 651-322-2323 at least 5 business days prior to the meeting
www.wspmn.gov EOE/AA*

To: **Mayor and City Council**
From: **Ryan Schroeder, City Manager**
Date: **January 14, 2019**

Consideration of Ward 3 Council Appointment

BACKGROUND INFORMATION:

On the regular Council agenda for January 14, 2019 is the minutes from the Council appointed interview and selection committee. The committee is recommending Council appointment of a candidate for the vacant Council seat. Should Council be prepared to make the appointment as recommended, it is suggested that an item be added to the regular agenda to do so, with a swearing in of the appointed candidate at the January 28 meeting of the City Council.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Amend the regular agenda to provide for an appointment to fill the Ward 3 vacancy.

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Shirley Buecksler, City Clerk**
Date: **January 14, 2019**

West St. Paul Days and Open House Events for 2019

BACKGROUND INFORMATION:

West St. Paul Days is scheduled for May 18, 2019. At least in recent years, the City has held an “Open House” the Wednesday or Thursday prior as sort of a kickoff event. For 2019, the City’s event is currently scheduled for Thursday, May 16, from 4:00 p.m. to 7:00 p.m.

The City’s Open House Committee met recently to discuss this year’s event. Jen Baltes of Celebrate West St. Paul was also in attendance. Discussions led to perhaps combining our efforts and adding our resources to their Saturday event. We had been talking about eliminating much or all of the free food this year, in favor of food trucks which are already scheduled into their May 18 event. Food trucks are one way to add a variety of choices that we are currently unable to offer. Many of the booths that are staffed for our event could transfer to the May 18 event, as well. One suggestion we could also try is something different, such as a job fair for the City and for local businesses.

West St. Paul Days hosts their event at Harmon Park and they also rent space from Heritage Middle School. The City’s event is held in the Fire and Police bays at City Hall, though discussions have included ideas of possibly moving this event out into the community to attract more attendance. Currently, our Police and Fire Departments attend and provide demonstrations at both events during the same week in May.

Jen Baltes and Dave Wenda of Celebrate West St. Paul will both be in attendance at the OCWS to discuss the benefits of combining our events and to answer any questions the Council may have about the event.

FISCAL IMPACT:

By combining resources into one event on Saturday, Staff time for Police and Fire will be lessened. City Staff time may be equivalent to prior Open House events, depending on scheduling.

In 2018, the budget for the Open House was \$1,200 but actual expenses came to \$1,467.21, including:

Mini Donuts	\$ 343.52
Hot Dogs, Condiments, Charcoal, Chips, Lemonade, Candy for Booths & Parade, Napkins and Misc Supplies	\$ 685.78

Inflatable Bouncy House	\$ 150.00
Balloon Artist	\$ 50.00
Face Painting Artist	\$ 50.00
Games, Giveaways and Other Supplies	<u>\$ 187.91</u>
Total:	\$1,467.21

By combining these events and with the addition of food trucks, we would only have expenses for the inflatable house, balloon artist, face painter, giveaways and any other supplies, saving approximately over \$1,000 in food expenses.

The budget for the 2019 Open House was increased to \$3,000.

STAFF RECOMMENDATION:

Discuss the option of combining the City's Open House event with West St. Paul Days on Saturday, May 18, 2019.

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Shirley Buecksler, City Clerk**
Date: **January 14, 2019**

Designating Polling Locations for Municipal Elections

BACKGROUND INFORMATION:

With the passing of ISD 197's referendum in May of 2018, schools will be under construction over the next several years. Therefore, the school district has asked all Cities with polling sites in their schools to look for a new location to hold elections. Mary Amidon of ISD 197 also clarified that, for security reasons, this would be a permanent change, not just for the next several years.

This means we need to look for a new location for W2 P1, which has been at Heritage Middle School. This is West St. Paul's largest precinct with 2,669 registered voters. The school district has an election this November, so we need a Council resolution designating polling locations including a change from Heritage.

Minnesota Statute 204B.16 Polling Places; Designation, states that by December 31 of each year, the City must designate by ordinance or resolution a polling place for each election precinct. These designated locations would be the polling places for the following calendar year, unless a change is made because a polling place has become unavailable or, pursuant to Section 204B.175 - Change of Polling Place in an Emergency.

Dakota County Elections Office said this situation with Heritage School would fall under an emergency change because we were notified in mid-December that we cannot use the school and we need to find a new location. Staff has been working with Dakota County Staff to locate a new polling location, which must comply with the requirements of 204B.16 Subdivision 4 and 5:

Subd. 4. Prohibited locations.

No polling place shall be designated in any place where intoxicating liquors or non-intoxicating malt beverages are served or in any adjoining room.

Subd. 5. Access by elderly and persons with disabilities.

Each polling place shall be accessible to and usable by elderly individuals and individuals with disabilities. A polling place is deemed to be accessible and usable if it complies with the standards in paragraphs (a) to (f).

- (a) *At least one set of doors must have a minimum width of 32 inches if the doors must be used to enter or leave the polling place.*

- (b) *Any curb adjacent to the main entrance to a polling place must have curb cuts or temporary ramps. Where the main entrance is not the accessible entrance, any curb adjacent to the accessible entrance must also have curb cuts or temporary ramps.*
- (c) *Where the main entrance is not the accessible entrance, a sign shall be posted at the main entrance giving directions to the accessible entrance.*
- (d) *At least one set of stairs must have a temporary handrail and ramp, if stairs must be used to enter or leave the polling place.*
- (e) *No barrier in the polling place may impede the path of persons with disabilities to the voting booth.*
- (f) *At least one parking space for persons with disabilities, which may be temporarily so designated by the municipality for the day of the election, must be available near the accessible entrance.*

The doorway, handrails, ramps, and disabled parking provided pursuant to this subdivision must conform to the standards specified in the State Building Code for accessibility by persons with disabilities.

A governing body shall designate as polling places only those places which meet the standards prescribed in this subdivision unless no available place within a precinct is accessible or can be made accessible.

Andy Lokken of Dakota County Elections and the City Clerk considered four locations. Of the four, two locations came up as strong contenders – Dakota Lodge and Salem Lutheran Church. The City Clerk conferred with her Head Judge for the Heritage precinct and following are their thoughts and recommendations:

Dakota Lodge, Thompson Park, 1200 Stassen Lane

- a. This is the top choice because of the amount of space available in the building, access and parking. The Head Judge agreed that this would be a great location.
- b. One consideration is the walk from the parking lot to the building; however, it is of similar distance as W3 P1 at St. Joseph's Church, and Council should be reminded that Dakota Lodge currently serves as the senior activities center.
- c. Dakota Lodge is 0.7 mile outside of W2 P1. We would still be within the one mile that we are allowed to go outside of the precinct boundary.
- d. Dakota Lodge is only 0.8 miles from St. George Orthodox Church, which is the precinct for W1 P1, which, while in close proximity it is no closer than the distance between St. George Church (W1 P1) and Augustana Lutheran Church (W1 P2) which is 0.6 miles.

Salem Lutheran Church, 11 Bernard Street

- a. This church was a polling location about five years ago and is our second choice.
- b. Something to consider is the four steps leading down into the community room. There is also an elevator to this room, though there are a couple of issues:
 - The elevator door is located on the entrance level immediately to the right of the entrance door. This may cause issues with voters entering and leaving the polling site, as well as voters waiting for and coming off the elevator.

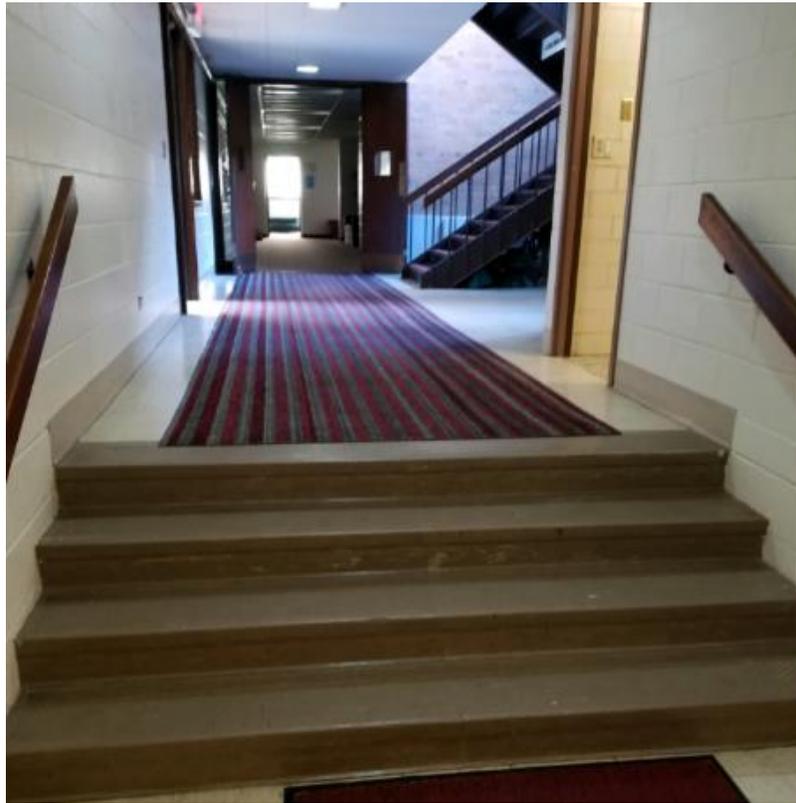
View towards parking lot entrance and elevator door to the left of the entrance door:



- On the lower level, the space coming off the elevator to the community room is tight:



- Another consideration is the four steps coming down from the entrance level to the community room. The Head Judge said the stairs and elevator were the reason this precinct was moved to Heritage Middle School. If it weren't for the stairs and the elevator, this would be a great location with a large community room for voting.



Riverview Baptist Church, 14 Moreland Avenue East

To access a room large enough to accommodate an election, voters would need to either use an elevator or climb a flight of stairs, which Staff was told is more steps than at Salem Lutheran. Same for moving election equipment and supplies in and out of the precinct. For this reason, this location is not being considered as a polling location.

Harmon Park Neighborhood Center, 230 Bernard Street West

This would be a great location with ample parking and good access to the building; however, the building itself is not large enough to accommodate a large group of voters, especially our largest precinct. For this reason, this location is no longer being considered as a polling location.

We are required to make a change in polling locations for W2 P1. Of the options listed above, Staff recommends designating Dakota Lodge as the polling location for this precinct. Per Minnesota Statute 204B.175 Subd 3, the Local Election Official (City Clerk) must immediately notify the County Auditor and Secretary State of the change and, as soon as possible, must post notice of the relocation, as well on the City's website. Election Judges must be notified and a request must be sent to local media outlets to publicly announce the reason for the relocation and the location of the polling place.

STAFF RECOMMENDATION:

Discuss the options, designate a new polling location for W2 P1, and direct Staff to draft a resolution designating all polling locations for all municipal elections in West St. Paul.

To: **Mayor and City Council**
From: **Ryan Schroeder, City Manager**
Date: **January 14, 2019**

Consideration of Right of Entry Agreement

BACKGROUND INFORMATION:

In December 2018, the former City Council consented to working with Oppidan toward a development proposal on the former Thompson Oaks property. In order for the developer to conduct due diligence, they have requested the right to enter onto the property to conduct site investigation. An authorization is enclosed.

FISCAL IMPACT: None

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Affirm comfort level with a Right of Entry with Oppidan Development

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RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (this “Agreement”) is made as of this _____ day of _____, 2019 (the “Effective Date”), by and between the City of West St. Paul, a Minnesota municipal corporation (“City”), and Oppidan, Incorporated, a Minnesota corporation (“Oppidan”).

WHEREAS, the City owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located in the City of West St. Paul, County of Dakota, State of Minnesota, legally described on Exhibit A (“Property”).

NOW THEREFORE, for mutual consideration which is hereby acknowledged, the parties agree as follows:

1. **Consent.** The City does hereby grant permission to Oppidan and its agents, employees, consultants and representatives for a period of one hundred and eighty (180) days from the date of this Agreement, to enter onto the Property for the purpose of performing geotechnical investigation and environmental work (“Approved Activities”), and any other activities as Oppidan may deem necessary, at the sole cost of Oppidan. In addition, Oppidan may remove samples of the soil from the Property. The City shall not be responsible for the actions of Oppidan or Oppidan’s employees or contractors while they are on the Property.
2. **Hold Harmless.** Oppidan shall hold the City harmless for any claims of third parties as a result of the Approved Activities.
3. **Assignment.** Oppidan may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City.
4. **Notice.** Oppidan must provide the City with at least 48 hours’ notice prior to entering onto the Property. Such notice shall indicate the type of Approved Activities that will be conducted and the persons authorized to conduct the Approved Activities.
5. **Assumption of Risk.** The City shall not be responsible for the actions of Oppidan’s employees or contractors while they are on the Property. Oppidan assumes the risk that may occur while on the Property and assumes and accepts full responsibility for injury or death to Oppidan’s employees or contractors, or damage to or destruction of its own personal property while on the Property as a result of the Approved Activities. Oppidan shall indemnify, defend and hold City harmless from and against any and all injury, loss, damage or claims arising directly out of Oppidan’s Approved Activities.
6. **Insurance.** Oppidan shall, at its own expense, obtain and keep in force, during the term of this Agreement, a commercial general liability insurance policy in an amount not less than \$500,000.00 per person per occurrence for bodily injury, including death, and \$500,000.00 per person per occurrence for property damage; said policy shall not exclude explosion, collapse or underground property damage; and \$1,500,000.00 maximum per occurrence.

7. **Damage to Property.** If any real property owned, used, leased, or maintained by the City is damaged by Oppidan in connection with the Approved Activities, Oppidan shall promptly repair (or arrange for the repair of) such damage at the sole cost and expense of Oppidan.
8. **License.** The City hereby grants Oppidan a License for the sole purpose of conducting the Approved Activities. Oppidan agrees that this License creates a Right of Entry only and that Oppidan has no property interest in the Property. Oppidan shall exercise all reasonable efforts to undertake the Approved Activities in a workmanlike manner. In addition, Oppidan will restore the Property to its condition as it existed at the commencement of this Agreement, reasonable wear and tear and casualty not caused by Oppidan excepted.
9. **Authority.** The individuals executing this Agreement on behalf of each party represent to the others that such individuals are authorized to do so by requisite action of the party.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this _____ day of _____, 2019.

CITY OF WEST ST. PAUL

By _____
Ryan Schroeder
Its City Manager

OPPIDAN, INCORPORATED

By: _____

Its: _____

EXHIBIT A
Legal Description of Thompson Oaks Golf Course Property

Parcel 1 (42-02000-13-012)

That part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section Twenty (20), Township Twenty-eight (28), Range Twenty-two (22), Dakota County, Minnesota, lying westerly of the center of Oakdale Avenue and Northerly of the following described line: Commencing at the Southwest corner of the said Southeast Quarter (SE ¼), thence North, assumed bearing, along the west line of said Southeast Quarter (SE ¼) a distance of 384.62 feet to the point of beginning of said line, thence 83 degrees 04 minutes East a distance of 434.22 feet to the center line of Oakdale Avenue and there terminating.

And

Parcel 2 (42-02000-08-014)

The North Half of the Southwest Quarter of the Northeast Quarter of the Section 20, Township 28, Range 22, according to the Government Survey thereof, Dakota County, Minnesota. Except that part lying easterly of the center line of Oakdale Avenue.

Except the South 100.00 feet of the West 300.00 feet.

Except that part described as follows:

Commencing at the northwest corner of said North Half of the Southwest Quarter of the Northeast Quarter; thence on an assumed bearing of North 89 degrees 39 minutes 45 seconds East, along the north line of said North Half of the Southwest Quarter of the Northeast Quarter, a distance of 170.43 feet to the point of beginning thence continuing North 89 degrees 39 minutes 45 seconds East, a distance of 130.00 feet; thence South 0 degrees 44 minutes 10 seconds East, a distance of 197.51 feet; thence South 89 degrees 15 minutes 50 seconds West, a distance of 130.00 feet; thence North 0 degrees 44 minutes 10 seconds West, a distance of 198.41 feet to the point of beginning.

And except the North 198.41 feet of the West 170.43 feet.

And

Parcel 3 (42-02000-09-010)

The South 100 feet of the West 300 feet of the North one-half (N ½) of the Southwest one-quarter (SW ¼) of the Northeast one-quarter (NE ¼) of Section 20, Township 28, Range 22.

Parcel 4 (42-02000-39-012)

The South 170 feet of the East 3 acres of the Northeast ¼ of the Southeast ¼ of the Northwest ¼, Section 20, Township 28, Range 22, Dakota County, Minnesota. Parcel 5 (42-02000-47-010)

The North 280 feet of the East one-half of the South one-half of the Southeast Quarter of the Northwest Quarter of Section 20, Township 28, Range 22, except the East 486 feet.

And

The North 310 feet of the West 243 feet of the East 486 feet of the South Half of the Southeast Quarter of the Northwest Quarter (S $\frac{1}{2}$ -SE $\frac{1}{4}$ -NW $\frac{1}{4}$) Section 20, Township 28 North, Range 22, West, City of West St. Paul, Dakota County, Minnesota.

Parcel 6 (42-02000-11-010)

The Southwest Quarter of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Twenty (20), Township Twenty-eight (28), Range Twenty-two (22), except the East 265 feet of the South 360 feet.

Abstract Property. (As to all parcels)

To: **Mayor and City Council**
From: **Ryan Schroeder, City Manager**
Date: **January 14, 2019**

Discussion on Future Policy Items

BACKGROUND INFORMATION:

There are a few items for which staff would benefit by Council giving a quick read on how best to plan future topics that may or may not come back before Council, in addition to future planning activities. These follow.

Roles and Responsibilities

We have the opportunity to schedule a two-hour training opportunity facilitated by LMCIT (League of MN Cities Insurance Trust) staff to walk through expectations and norms of Councilmember roles and responsibilities. Our current effort is to lock down a date for this meeting.

Neighborhood Meetings

Due, in part, to significant schedule conflicts in March, we are attempting to schedule Neighborhood meetings for each ward during the second half of February. We are in the process of locking down dates and locations. The format is intended to be lighter on presentations and heavier on Q&A and audience participation than in the past two years.

Strategic Planning

We are attempting to verify that the facilitator for this effort would be available on any of March 1, 2, or 9. Our constraints include the need to complete neighborhood meetings and scheduled Council and staff absences for much of March (and we are trying to avoid getting into April).

Tobacco 21

During mid-2018, Council deliberated Tobacco 21 restrictions. Ultimately, the past Council determined that tobacco or vaping should best be regulated statewide and that individual members expressed an intent to support those broader efforts. Should 2019 members of Council vary from that position, we could bring the topic back to a future OCWS.

Franchise Ordinance Update

In the 2019 budget, we projected \$150,000 in revenue from a gas franchise fee. We have been negotiating a new franchise ordinance with Xcel for a period of time (current franchise is expired) without success. In 2018, Council implemented an increase in the electric franchise gross sales fee. Xcel has submitted that they would be in agreement with the gas franchise ordinance and resulting fee contingent upon the City terminating the current electric franchise ordinance for one that more closely resembles their preferred template ordinance with a resulting change from the gross sales fee to a franchise fee.

Committee/Commission Expectations

During 2018, Council adopted a volunteer committee and commission expectations document and requested that persons on these volunteer boards affirm their agreement with these expectations. Volunteers suggested hesitancy with the premise along with disagreement with the affirmation requirement. With the input received, it is suggested that a reasonable alternative would be for volunteers to acknowledge receipt of the expectations. We would, additionally, intend to resolve a few other wording concerns of which we are aware and bring the document back to Council for consideration.

For each of the above we may have additional items/dates by this meeting date.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Provide input.

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