



OPEN COUNCIL WORK SESSION

MUNICIPAL CENTER COUNCIL CHAMBERS
1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118
MONDAY, JUNE 22, 2020
5:00 P.M.

CITY COUNCIL (and other public) MEETINGS: OPEN

Public meetings are now being 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 into 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 Lobby Conference Room with screens playing the meeting live.

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

A. License Fees for Those Affected by the COVID Shutdown

Documents:

[COUNCIL REPORT - BUSINESS LICENSE FEES.PDF](#)

B. On-Sale Liquor License Limit

Documents:

[COUNCIL REPORT - LIQUOR LICENSE LIMITS.PDF](#)

C. Report from the Public Safety Committee

Documents:

[COUNCIL REPORT - REPORT FROM PUBLIC SAFETY COMMITTEE.PDF](#)
[06-16-20 PUBLIC SAFETY COMMITTEE MINUTES.PDF](#)
[USE_OF_FORCE WITH LABELS.PDF](#)
[USE_OF_FORCE.PDF](#)
[USE-OF-FORCE-DEADLY-FORCE-MODEL-POLICY.PDF](#)

D. Ice Arena Lease

Documents:

COUNCIL REPORT - ICE ARENA LEASE.PDF
ATTACHMENT - LEASE AGREEMENT - SIBLEY AREA YOUTH HOCKEY
ASSOCIATION.PDF
ATTACHMENT - ARENA EXPANSION CONCEPT PLAN.PDF

E. Art Park Project Review

Documents:

COUNCIL REPORT - ART PARK PROJECT REVIEW.PDF
ATTACHMENT - SCULPTURE EXAMPLES.PDF

F. 1010 Dodd Temporary Alternative Use

Documents:

COUNCIL REPORT - 1010 DODD TEMPORARY USAGE.PDF
ATTACHMENT - SAMPLE LAYOUT.PDF

G. Food Truck Ordinance Amendment Discussion

Documents:

COUNCIL MEMO - FOOD TRUCK ORD.PDF
ORDINANCE - FOOD TRUCK AMENDMENT.PDF
CITY SURVEY - FOOD TRUCKS.PDF

H. Housing Improvement Area (HIA) Discussion

Documents:

COUNCIL REPORT - HIA PROGRAM DISCUSSION.PDF
ATTACHMENT - HIA DOCS - 5-26.PDF

I. Consideration of 2021 and 2022 Council Salaries

Documents:

COUNCIL REPORT - COUNCIL SALARIES 2021.PDF
CHARTER RE COUNCIL SALARIES.PDF
2018 COUNCIL SALARY SURVEY.PDF
18-11---AMENDING-CHARTER-207-AND-CITY-CODE-3004-MAYOR-AND-
COUNCIL-SALARIES-WITH-SUMMARY-2018-SIGNED.PDF
MAYOR AND COUNCIL WAGES SORTED.PDF

6. Adjourn

651-552-4108 or email ADA@wspmn.gov at least 5 business days prior to the meeting
www.wspmn.gov EOE/AA

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Brian Sturgeon, Chief of Police**
Date: **June 22, 2020**

Business License Fee Adjustment Due to COVID-19 Pandemic

BACKGROUND INFORMATION:

On March 25, 2020 Governor Walz issued Executive Order 20-20 directing Minnesotans to stay at home and limit activities outside of their home beyond essential needs. This order went into effect on March 26, 2020 and essentially shut down all non-essential businesses included restaurants and bars.

On June 1, 2020 through Executive Order modification, bars and restaurants could operate outdoor dining at a maximum capacity of 50 patrons. The City Council took action to expedite the approval process to implement outdoor dining spaces for those bars and restaurants that wished to operate under these circumstances.

On June 10, 2020 through Executive Order modifications, bars and restaurants could now operate at 50 percent capacity in their indoor seating areas.

Over the past couple of months, staff has received several requests from on-sale liquor license holders requesting some type of assistance in the form reduced liquor license fees due to the inability to operate.

The on-sale liquor license fee is \$7,500 and can be paid either annually or bi-annually. If a license holder pays bi-annually there is a small additional service fee. Currently there are 15 of these licenses issued. For a perspective on what a potential fee reduction could potentially look like, take for example if you reduce the on-sale liquor license fees by 50 percent for 2020 that would come to \$56,250.00.

Staff has received an additional request from Clear Channel to reduce their lease agreement payment due to loss of revenue. This request however, at face value, is quite different as Clear Channel is a global company that continues to operate the electronic billboard at the Sports Center throughout the pandemic.

Even though there has not been any requests from other business license holders that have been shut down through Executive Orders, the following list of business licenses were affected:

- Pawnbroker – One license issued - \$7,100.00
- Precious Metal Dealer – One license issued - \$1,925.00
- Second Hand Dealer – Four licenses issued - \$280.00
- Tobacco – Two licensees - \$500.00
- Beer and Wine License – Two licenses issued - \$2,000

- Massage Licenses – 10 licenses issues – \$190.00 or \$95.00

FISCAL IMPACT:

		Amount
Fund:		Unknown
Department:		
Account:		

STAFF RECOMMENDATION:

Discuss and provide direction to staff on the course of action to take regarding license fees to those businesses that have been directly impacted by the COVID-19 pandemic.

To: **Mayor and City Council**
 Through: **Ryan Schroeder, City Manager**
 From: **Brian Sturgeon, Chief of Police**
 Date: **May 22, 2020**

On-Sale Liquor License Limit

BACKGROUND INFORMATION:

West St Paul City Code 112.03 (H)(3)(h) states , “Not more than one license shall be directly or indirectly issued with the city to any one person.”

Staff has been contacted by an on-sale liquor license establishment that would like to sell their business to another individual who already holds a West St Paul liquor license. The potential purchaser would operate both establishments within the City of West St Paul if the sale is conducted. Currently this is not allowed.

The current ordinance could also potentially hinder some companies from expanding into our community as well. The operations of a restaurant are expensive and consolidation of chain restaurants is very common. In 2018 alone, Business Insider reported more than 700 food and beverage industry mergers and acquisitions took place. A company such as Darden Restaurants owns several different chains of restaurants and the company could only obtain one liquor license from the City.

At the direction of Council, staff could have in place at a Council meeting in July, revisions to the current ordinance that would either increase or eliminate the cap on liquor licenses one person may hold depending on direction given.

FISCAL IMPACT:

		Amount
Fund:		None
Department:		
Account:		

STAFF RECOMMENDATION:

Discuss the need and/or desire to modify the current ordinance and direct staff on a direction to take on the current ordinance.



City Council Report

To: **Mayor and City Council**
From: **Ryan Schroeder, City Manager**
Date: **June 22, 2020**

Report from the Public Safety Committee on Use of Force

BACKGROUND INFORMATION:

On June 8, 2020, the City Council directed the Public Safety Committee to review the Police Department Use of Force policy. The Public Safety Committee met on June 16, 2020 to conduct that review.

Requested is that Council review the agenda items from the June 16 minutes and the draft minutes which are enclosed, and provide necessary direction.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Based on discussion.

City of West St. Paul
Public Safety Committee
June 16, 2020

Members Present:

Chair Anthony Fernandez
Member Wendy Berry
Member Dick Vitelli (via phone)

Others Present:

Mayor Dave Napier
Police Chief Brian Sturgeon
City Attorney Kori Land
City Manager Ryan Schroeder

Chair Fernandez called the meeting to order at 7:30 AM and requested that Chief Sturgeon explain the existing Use of Force Policy. Chief Sturgeon noted that Lexipol, our vendor maintaining the policy document, provides a similar service to 8100 law enforcement agencies around the country including other Dakota County communities. Lexipol provides updates for consideration by the agency regularly in response to Federal and State legislative changes.

Committee members asked about Best Practices, Duty to Intercede, current patrol shifts, training, possible uniform changes to mitigate officer fatigue, cardio holds, union issues, body cams, field training, officer call loads, and the hiring and interview process. Additionally, Chief Sturgeon discussed critical versus non-critical updates and handling differences between the two and that each of the 32 Officers were notified of every policy change and were required to acknowledge receipt of each change. He also noted that there had not been a use of force investigation in at least two decades, that Department management and the union have a good working relationship, and there have been no recent arbitrations and only one mediation in recent memory.

The Committee did not suggest specific changes in the Use of Force Policy. The Chair noted that the policy should move next to a review by the City Council.

The Chair adjourned the meeting at 9:00 a.m.

Submitted

Ryan Schroeder
City Manager

Use of Force

300.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidelines on the reasonable use of force. While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected to use these guidelines to make such decisions in a professional, impartial and reasonable manner.

300.1.1 DEFINITIONS

Federal MODIFIED

Definitions related to this policy include:

Deadly force - Force reasonably anticipated and intended to create a substantial likelihood of causing death or great bodily harm.

Force - The application of physical techniques or tactics, chemical agents or weapons to another person. It is not a use of force when a person allows him/herself to be searched, escorted, handcuffed or restrained.

300.2 POLICY

Best Practice

The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

Officers must have an understanding of, and true appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of law enforcement duties.

The Department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation and a careful balancing of all interests.

300.2.1 DUTY TO INTERCEDE

Federal

Any officer present and observing another officer using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force. An officer who observes another employee use force that exceeds the degree of force permitted by law should promptly report these observations to a supervisor.

300.3 USE OF FORCE

Federal

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Use of Force

Officers shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose.

The reasonableness of force will be judged from the perspective of a reasonable officer on the scene at the time of the incident. Any evaluation of reasonableness must allow for the fact that officers are often forced to make split-second decisions about the amount of force that reasonably appears necessary in a particular situation, with limited information and in circumstances that are tense, uncertain and rapidly evolving.

Given that no policy can realistically predict every possible situation an officer might encounter, officers are entrusted to use well-reasoned discretion in determining the appropriate use of force in each incident.

It is also recognized that circumstances may arise in which officers reasonably believe that it would be impractical or ineffective to use any of the tools, weapons or methods provided by the Department. Officers may find it more effective or reasonable to improvise their response to rapidly unfolding conditions that they are confronting. In such circumstances, the use of any improvised device or method must nonetheless be reasonable and utilized only to the degree that reasonably appears necessary to accomplish a legitimate law enforcement purpose.

While the ultimate objective of every law enforcement encounter is to avoid or minimize injury, nothing in this policy requires an officer to retreat or be exposed to possible physical injury before applying reasonable force.

300.3.1 USE OF FORCE TO EFFECT AN ARREST

State

An officer may use reasonable force (Minn. Stat. § 609.06 and Minn. Stat. § 629.33):

- (a) In effecting a lawful arrest.
- (b) In the execution of a legal process.
- (c) In enforcing an order of the court.
- (d) In executing any other duty imposed by law.
- (e) In preventing the escape, or to retake following the escape, of a person lawfully held on a charge or conviction of a crime.
- (f) In restraining a person with a mental illness or a person with a developmental disability from self-injury or injury to another.
- (g) In self defense or defense of another.

An officer who makes or attempts to make an arrest need not retreat or desist from his/her efforts by reason of resistance or threatened resistance of the person being arrested; nor shall such officer be deemed the aggressor or lose his/her right to self-defense by the use of reasonable force to effect the arrest or to prevent escape or to overcome resistance.

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300.3.2 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE

Federal

When determining whether to apply force and evaluating whether an officer has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit. These factors include, but are not limited to:

- (a) Immediacy and severity of the threat to officers or others.
- (b) The conduct of the individual being confronted, as reasonably perceived by the officer at the time.
- (c) Officer/subject factors (age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of officers available vs. subjects).
- (d) The effects of drugs or alcohol.
- (e) Subject's mental state or capacity.
- (f) Proximity of weapons or dangerous improvised devices.
- (g) The degree to which the subject has been effectively restrained and his/her ability to resist despite being restrained.
- (h) The availability of other options and their possible effectiveness.
- (i) Seriousness of the suspected offense or reason for contact with the individual.
- (j) Training and experience of the officer.
- (k) Potential for injury to officers, suspects and others.
- (l) Whether the person appears to be resisting, attempting to evade arrest by flight or is attacking the officer.
- (m) The risk and reasonably foreseeable consequences of escape.
- (n) The apparent need for immediate control of the subject or a prompt resolution of the situation.
- (o) Whether the conduct of the individual being confronted no longer reasonably appears to pose an imminent threat to the officer or others.
- (p) Prior contacts with the subject or awareness of any propensity for violence.
- (q) Any other exigent circumstances.

300.3.3 PAIN COMPLIANCE TECHNIQUES

Best Practice

Pain compliance techniques may be effective in controlling a physically or actively resisting individual. Officers may only apply those pain compliance techniques for which they have successfully completed department-approved training. Officers utilizing any pain compliance technique should consider:

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- (a) The degree to which the application of the technique may be controlled given the level of resistance.
- (b) Whether the person can comply with the direction or orders of the officer.
- (c) Whether the person has been given sufficient opportunity to comply.

The application of any pain compliance technique shall be discontinued once the officer determines that compliance has been achieved.

300.3.4 USE OF FORCE TO SEIZE EVIDENCE

Best Practice

In general, officers may use reasonable force to lawfully seize evidence and to prevent the destruction of evidence. However, officers are discouraged from using force solely to prevent a person from swallowing evidence or contraband. In the instance when force is used, officers should not intentionally use any technique that restricts blood flow to the head, restricts respiration or which creates a reasonable likelihood that blood flow to the head or respiration would be restricted. Officers are encouraged to use techniques and methods taught by the West St. Paul Police Department for this specific purpose.

300.4 DEADLY FORCE

Federal

Use of deadly force is justified in the following circumstances:

- (a) An officer may use deadly force to protect him/herself or others from what he/she reasonably believes would be an imminent threat of death or serious bodily injury.
- (b) An officer may use deadly force to stop a fleeing subject when the officer has probable cause to believe that the person has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the officer reasonably believes that there is an imminent risk of serious bodily injury or death to any other person if the subject is not immediately apprehended. Under such circumstances, a verbal warning should precede the use of deadly force, where feasible.

Imminent does not mean immediate or instantaneous. An imminent danger may exist even if the suspect is not at that very moment pointing a weapon at someone. For example, an imminent danger may exist if an officer reasonably believes any of the following:

1. The person has a weapon or is attempting to access one and it is reasonable to believe the person intends to use it against the officer or another.
2. The person is capable of causing serious bodily injury or death without a weapon and it is reasonable to believe the person intends to do so.

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300.4.1 SHOOTING AT OR FROM MOVING VEHICLES

Best Practice

Shots fired at or from a moving vehicle are rarely effective. Officers should move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants. An officer should only discharge a firearm at a moving vehicle or its occupants when the officer reasonably believes there are no other reasonable means available to avert the threat of the vehicle, or if deadly force other than the vehicle is directed at the officer or others.

Officers should not shoot at any part of a vehicle in an attempt to disable the vehicle.

300.5 REPORTING THE USE OF FORCE

Best Practice

Any use of force by a member of this department shall be documented promptly, completely and accurately in an appropriate report, depending on the nature of the incident. The officer should articulate the factors perceived and why he/she believed the use of force was reasonable under the circumstances. To collect data for purposes of training, resource allocation, analysis and related purposes, the Department may require the completion of additional report forms, as specified in department policy, procedure or law.

300.5.1 NOTIFICATION TO SUPERVISORS

Best Practice

Supervisory notification shall be made as soon as practicable following the application of force in any of the following circumstances:

- (a) The application caused a visible injury.
- (b) The application would lead a reasonable officer to conclude that the individual may have experienced more than momentary discomfort.
- (c) The individual subjected to the force complained of injury or continuing pain.
- (d) The individual indicates intent to pursue litigation.
- (e) Any application of an TASER® or control device.
- (f) Any application of a restraint device other than handcuffs, shackles or belly chains.
- (g) The individual subjected to the force was rendered unconscious.
- (h) An individual was struck or kicked.
- (i) An individual alleges any of the above has occurred.

300.6 MEDICAL CONSIDERATION

Best Practice

Prior to booking or release, medical assistance shall be obtained for any person who exhibits signs of physical distress, who has sustained visible injury, expresses a complaint of injury or continuing pain, or who was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed.

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Based upon the officer's initial assessment of the nature and extent of the subject's injuries, medical assistance may consist of examination by fire personnel, paramedics, hospital staff or medical staff at the jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another officer and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor or, if the on-scene supervisor is not available, the primary handling officer shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the officer reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

Persons who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics and imperviousness to pain (sometimes called "excited delirium"), or who require a protracted physical encounter with multiple officers to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies. Officers who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away if appropriate.

300.7 SUPERVISOR RESPONSIBILITY

Best Practice **MODIFIED**

When a supervisor is able to respond to an incident in which there has been a reported application of force, the supervisor is expected to:

- (a) Obtain the basic facts from the involved officers. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.
- (b) Ensure that any injured parties are examined and treated.
- (c) If the subject of the force or another witness to the force claims misconduct or excessive force by the officer(s), separately obtain a recorded interview with the subject upon whom force was applied and any witnesses to the force. The fact that a recorded interview was conducted should be documented in a report and the recording should be retained until all potential for civil litigation has expired.
- (d) If a statement was obtained in "c" above, notification shall be made to the department's administrative staff. Depending on the severity of the claim/injury and the potential delay in informing an administrator, notification may range from an e-mail to an immediate telephone call.
- (e) Once any initial medical assessment has been completed or first aid has been rendered, ensure that photographs have been taken of any areas involving visible

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injury or complaint of pain, as well as overall photographs of uninjured areas. These photographs should be retained until all potential for civil litigation has expired.

- (f) Identify any witnesses not already included in related reports.
- (g) Review and approve all related reports.
- (h) Determine if there is any indication that the subject may pursue civil litigation.
 - 1. If there is an indication of potential civil litigation, the supervisor should complete and route a notification of a potential claim through the appropriate channels.
- (i) Evaluate the circumstances surrounding the incident and initiate an administrative investigation if there is a question of policy non-compliance or if for any reason further investigation may be appropriate.

In the event that a supervisor is unable to respond to the scene of an incident involving the reported application of force, the supervisor is still expected to complete as many of the above items as circumstances permit.

300.7.1 SHIFT SERGEANT RESPONSIBILITY

Best Practice

The Shift Sergeant shall review each use of force by any personnel within his/her command to ensure compliance with this policy and to address any training issues.

300.8 TRAINING

Best Practice

Officers will receive training on this policy, including the learning objectives as provided by POST, at least annually (Minn. Stat. § 626.8452, Subd. 3).

300.9 USE OF FORCE ANALYSIS

Best Practice

At least annually, the Operations Division Commander should prepare an analysis report on use of force incidents. The report should be submitted to the Chief of Police. The report should not contain the names of officers, suspects or case numbers, and should include:

- (a) The identification of any trends in the use of force by members.
- (b) Training needs recommendations.
- (c) Equipment needs recommendations.
- (d) Policy revision recommendations.

Use of Force

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appears necessary in a particular situation, with limited information and in circumstances that are tense, uncertain and rapidly evolving.

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It is also recognized that circumstances may arise in which officers reasonably believe that it would be impractical or ineffective to use any of the tools, weapons or methods provided by the Department. Officers may find it more effective or reasonable to improvise their response to rapidly unfolding conditions that they are confronting. In such circumstances, the use of any improvised device or method must nonetheless be reasonable and utilized only to the degree that reasonably appears necessary to accomplish a legitimate law enforcement purpose.

While the ultimate objective of every law enforcement encounter is to avoid or minimize injury, nothing in this policy requires an officer to retreat or be exposed to possible physical injury before applying reasonable force.

300.3.1 USE OF FORCE TO EFFECT AN ARREST

An officer may use reasonable force (Minn. Stat. § 609.06 and Minn. Stat. § 629.33):

- (a) In effecting a lawful arrest.
- (b) In the execution of a legal process.
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- (e) In preventing the escape, or to retake following the escape, of a person lawfully held on a charge or conviction of a crime.
- (f) In restraining a person with a mental illness or a person with a developmental disability from self-injury or injury to another.
- (g) In self defense or defense of another.

An officer who makes or attempts to make an arrest need not retreat or desist from his/her efforts by reason of resistance or threatened resistance of the person being arrested; nor shall such officer be deemed the aggressor or lose his/her right to self-defense by the use of reasonable force to effect the arrest or to prevent escape or to overcome resistance.

300.3.2 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE

When determining whether to apply force and evaluating whether an officer has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit. These factors include, but are not limited to:

- (a) Immediacy and severity of the threat to officers or others.

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- (b) The conduct of the individual being confronted, as reasonably perceived by the officer at the time.
- (c) Officer/subject factors (age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of officers available vs. subjects).
- (d) The effects of drugs or alcohol.
- (e) Subject's mental state or capacity.
- (f) Proximity of weapons or dangerous improvised devices.
- (g) The degree to which the subject has been effectively restrained and his/her ability to resist despite being restrained.
- (h) The availability of other options and their possible effectiveness.
- (i) Seriousness of the suspected offense or reason for contact with the individual.
- (j) Training and experience of the officer.
- (k) Potential for injury to officers, suspects and others.
- (l) Whether the person appears to be resisting, attempting to evade arrest by flight or is attacking the officer.
- (m) The risk and reasonably foreseeable consequences of escape.
- (n) The apparent need for immediate control of the subject or a prompt resolution of the situation.
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- (c) Whether the person has been given sufficient opportunity to comply.

The application of any pain compliance technique shall be discontinued once the officer determines that compliance has been achieved.

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300.4 DEADLY FORCE

Use of deadly force is justified in the following circumstances:

- (a) An officer may use deadly force to protect him/herself or others from what he/she reasonably believes would be an imminent threat of death or serious bodily injury.
- (b) An officer may use deadly force to stop a fleeing subject when the officer has probable cause to believe that the person has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the officer reasonably believes that there is an imminent risk of serious bodily injury or death to any other person if the subject is not immediately apprehended. Under such circumstances, a verbal warning should precede the use of deadly force, where feasible.

Imminent does not mean immediate or instantaneous. An imminent danger may exist even if the suspect is not at that very moment pointing a weapon at someone. For example, an imminent danger may exist if an officer reasonably believes any of the following:

1. The person has a weapon or is attempting to access one and it is reasonable to believe the person intends to use it against the officer or another.
2. The person is capable of causing serious bodily injury or death without a weapon and it is reasonable to believe the person intends to do so.

300.4.1 SHOOTING AT OR FROM MOVING VEHICLES

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Officers should not shoot at any part of a vehicle in an attempt to disable the vehicle.

300.5 REPORTING THE USE OF FORCE

Any use of force by a member of this department shall be documented promptly, completely and accurately in an appropriate report, depending on the nature of the incident. The officer should

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Use of Force

articulate the factors perceived and why he/she believed the use of force was reasonable under the circumstances. To collect data for purposes of training, resource allocation, analysis and related purposes, the Department may require the completion of additional report forms, as specified in department policy, procedure or law.

300.5.1 NOTIFICATION TO SUPERVISORS

Supervisory notification shall be made as soon as practicable following the application of force in any of the following circumstances:

- (a) The application caused a visible injury.
- (b) The application would lead a reasonable officer to conclude that the individual may have experienced more than momentary discomfort.
- (c) The individual subjected to the force complained of injury or continuing pain.
- (d) The individual indicates intent to pursue litigation.
- (e) Any application of an TASER® or control device.
- (f) Any application of a restraint device other than handcuffs, shackles or belly chains.
- (g) The individual subjected to the force was rendered unconscious.
- (h) An individual was struck or kicked.
- (i) An individual alleges any of the above has occurred.

300.6 MEDICAL CONSIDERATION

Prior to booking or release, medical assistance shall be obtained for any person who exhibits signs of physical distress, who has sustained visible injury, expresses a complaint of injury or continuing pain, or who was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed.

Based upon the officer's initial assessment of the nature and extent of the subject's injuries, medical assistance may consist of examination by fire personnel, paramedics, hospital staff or medical staff at the jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another officer and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor or, if the on-scene supervisor is not available, the primary handling officer shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the officer reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

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Persons who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics and imperviousness to pain (sometimes called “excited delirium”), or who require a protracted physical encounter with multiple officers to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies. Officers who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away if appropriate.

300.7 SUPERVISOR RESPONSIBILITY

When a supervisor is able to respond to an incident in which there has been a reported application of force, the supervisor is expected to:

- (a) Obtain the basic facts from the involved officers. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.
- (b) Ensure that any injured parties are examined and treated.
- (c) If the subject of the force or another witness to the force claims misconduct or excessive force by the officer(s), separately obtain a recorded interview with the subject upon whom force was applied and any witnesses to the force. The fact that a recorded interview was conducted should be documented in a report and the recording should be retained until all potential for civil litigation has expired.
- (d) If a statement was obtained in "c" above, notification shall be made to the department's administrative staff. Depending on the severity of the claim/injury and the potential delay in informing an administrator, notification may range from an e-mail to an immediate telephone call.
- (e) Once any initial medical assessment has been completed or first aid has been rendered, ensure that photographs have been taken of any areas involving visible injury or complaint of pain, as well as overall photographs of uninjured areas. These photographs should be retained until all potential for civil litigation has expired.
- (f) Identify any witnesses not already included in related reports.
- (g) Review and approve all related reports.
- (h) Determine if there is any indication that the subject may pursue civil litigation.
 1. If there is an indication of potential civil litigation, the supervisor should complete and route a notification of a potential claim through the appropriate channels.
- (i) Evaluate the circumstances surrounding the incident and initiate an administrative investigation if there is a question of policy non-compliance or if for any reason further investigation may be appropriate.

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In the event that a supervisor is unable to respond to the scene of an incident involving the reported application of force, the supervisor is still expected to complete as many of the above items as circumstances permit.

300.7.1 SHIFT SERGEANT RESPONSIBILITY

The Shift Sergeant shall review each use of force by any personnel within his/her command to ensure compliance with this policy and to address any training issues.

300.8 TRAINING

Officers will receive training on this policy, including the learning objectives as provided by POST, at least annually (Minn. Stat. § 626.8452, Subd. 3).

300.9 USE OF FORCE ANALYSIS

At least annually, the Operations Division Commander should prepare an analysis report on use of force incidents. The report should be submitted to the Chief of Police. The report should not contain the names of officers, suspects or case numbers, and should include:

- (a) The identification of any trends in the use of force by members.
- (b) Training needs recommendations.
- (c) Equipment needs recommendations.
- (d) Policy revision recommendations.

USE OF FORCE AND DEADLY FORCE MODEL POLICY
MN STAT 626.8452

I. POLICY

It is the policy of the (law enforcement agency) to provide officers with guidelines for the use of force and deadly force in accordance with:

MN STAT 626.8452 DEADLY FORCE AND FIREARMS USE; POLICIES AND INSTRUCTION REQUIRED;
MN STAT 609.06 AUTHORIZED USE OF FORCE;
MN STAT 609.065 JUSTIFIABLE TAKING OF LIFE; and
MN STAT 609.066 AUTHORIZED USE OF FORCE BY PEACE OFFICERS.

This policy applies to all peace officers and part-time peace officers engaged in the discharge of official duties.

II. DEFINITIONS

- A. *Bodily Harm*:** means physical pain or injury.
- B. *Great Bodily Harm*:** bodily injury which creates a high probability of death, or which causes serious, permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily harm.
- C. *Deadly Force*:** force used by an officer that the officer knows, or reasonably should know, creates a substantial risk of causing death or great bodily harm. The intentional discharge of a firearm in the direction of another person, or at a vehicle in which another person is believed to be, constitutes deadly force.
- D. *Other Than Deadly Force*:** force used by an officer that does not have the purpose of causing, nor create a substantial risk of causing, death or great bodily harm.
- E. *Authorized Device*:** a device an officer has received permission from the agency to carry and use in the discharge of that officer's duties, and for which the officer has:
- obtained training in the technical, mechanical and physical aspects of the device; and
 - developed a knowledge and understanding of the law, rules and regulations regarding the use of such a device.

III. PROCEDURE

A. Force Considerations

In determining what force is reasonable under the circumstances, an officer should consider:

- the severity of the crime at issue;
- whether the suspect poses an immediate threat to the safety of the officer or others;
- whether the suspect is actively resisting arrest or attempting to evade arrest by flight; and
- other relevant information the officer reasonably believes to be true at the time.

B. Use of Deadly Force

It is the policy of this agency to accord officers discretion in the use of force to the extent permitted by Minnesota Statute. An officer is authorized to use deadly force only when the officer perceives it is necessary given the circumstances known to the officer at the time in order to:

1. protect the officer or another from apparent death or great bodily harm;
2. effect the arrest or capture, or prevent the escape, of a person whom the officer knows or has reasonable grounds to believe has committed or attempted to commit a felony
 - involving the use or threatened use of deadly force; or
 - if the officer believes that the person will cause death or great bodily harm if the person's apprehension is delayed.

If feasible, an officer should give a verbal warning before using or attempting to use deadly force.

C. Use of Other Than Deadly Force

It is the policy of this agency to accord officers discretion in the use of other than deadly force to the extent permitted by Minnesota Statute. An officer is authorized to use reasonable force when the officer perceives it is necessary given the circumstances known to the officer at the time in:

- effecting a lawful arrest; or
- the execution of legal process; or
- enforcing an order of the court; or
- executing any other duty imposed upon the public officer by law; or
- defense of self or another.

D. General Rules Governing Use of Force

1. Before carrying a firearm all officers shall receive training and instruction with regard to the proper use of deadly force and to the agency's policies and State statutes with regard to such force. Such training and instruction shall continue on an annual basis.
2. Before carrying an authorized device all officers shall receive training and instruction in the use of the device including training as it relates to its use in deadly force and/or other than deadly force situations. Such training and instruction shall continue on an annual basis.

3. Officers will carry and use only authorized devices unless circumstances exist which pose an immediate threat to the safety of the officer or the public requiring the use of a device or object that has not been authorized to counter such a threat.
4. With agency approval officers may modify, alter or cause to be altered an authorized device in his or her possession or control.
5. Protracted force encounters jeopardize the safety of the public, law enforcement personnel and the person being arrested or captured. Accordingly, an officer should use discretion to determine reasonable force options to bring a subject under control. This policy should not be construed to require officers to first attempt using types and degrees of force that reasonably appear to be inadequate to accomplish the intended objective.
6. An officer may announce their intention to use reasonable force.

E. Recordkeeping Requirements

The chief law enforcement officer will maintain records of the agency's compliance with use of force training requirements.

PB Rev 10/2011

To: **Mayor and City Council**
From: **Ryan Schroeder, City Manager**
Date: **June 22, 2020**

Ice Arena Lease

BACKGROUND INFORMATION:

On November 12, 2019, Staff introduced a proposal of expanding the Ice Arena (attached) to Council, which had been requested by two of the major customers of the facility. At that meeting, we discussed preliminary cost estimates of \$1.6 million for high school locker rooms and dry floor training facility space.

Five members of Council were present at the November 12 OCWS. At this meeting, consensus from members in attendance was to continue to the next step of officially contacting our prospective project partners of Mendota Heights and ISD197. Initial discussions indicated funding might not be immediately available from these partners.

At the January 13, 2020 OCWS, a more refined project estimate and timeline were presented. The approach was suggested that funding partner participation would be fulfilled within the 2020-2022 timeframe with a project development cost of \$2,330,000 to construct the shell space and to complete improvements including reconstruction of the parking lot. Tenant Improvements (TI's) and furniture, fixtures, and equipment (FFE) would be in addition to this project cost. It has been discussed that the major tenants of the individual spaces would address these TI/FFE costs. It was proposed that each of the School District, Mendota Heights, and West St Paul would contribute \$580,000 toward this project.

Since that time, one of the major user groups, Sibley Area Youth Hockey Association (SAYHA), approached the City with an alternate proposal. That proposal includes leasing the entire facility to SAYHA for a term of 10 years and they (SAYHA) would, in turn, develop the site with expanded training space and locker rooms. The City Attorney developed a draft lease agreement (attached). Some highlights of the lease agreement include:

- SAYHA would assume total operation of the ice arena
- SAYHA would assume all costs associated with running the facility
- SAYHA would be invoiced for all costs associated with the City's two regular ice arena employees who would remain City employees assigned to SAYHA
- SAYHA would develop and build, at their expense, the dry floor and locker improvements with approval of the City
- SAYHA would allow existing renters to retain their normal ice usage, and allow for public usage (open skating and open hockey)
- City would only be responsible for future major maintenance/replacement of the parking lot, HVAC, Dehumidification, water heater and roof. We anticipate the roof may need

replacement within the term of this lease. The parking lot would be proposed to be reconstructed within 12 months of completion of the dry floor and locker facilities. The parking lot is currently estimated at a \$600,000 improvement. Over the past four years, the City has subsidized the Ice Arena operation just short of \$100,000. In addition, the City has invested in capital improvements and levied for asset depreciation. Levy (or similar) contributions to the capital plant would continue (parking lot, roof, etc.). Operating cost subsidies would not be a responsibility of the City under the lease. Alternatively, the City would not benefit by any operating surpluses either.

The lease as proposed here has not yet been considered by the SAYHA. Staff is looking for Council direction on the proposal as noted above. If approved, the lease would last for 10 years, with the option for two additional 5-year terms.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Provide direction

ATTACHMENTS:

Ice Arena Lease Agreement; Expansion Concept Plan

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the _____ of _____, 2020, between the City of West St. Paul, a municipal corporation of the State of Minnesota, (“Landlord”) and Sibley Area Youth Hockey Association (“Tenant”), a Minnesota Nonprofit corporation, each of the foregoing being sometimes referred to individually as “party” or collectively as “parties.”

WHEREAS, Landlord owns real property legally described on Exhibit A, attached hereto, (“Leased Premises”) upon which the John V. Hoene Ice Arena (“Ice Arena”) is located; and

WHEREAS, the Ice Arena serves the purpose of providing students and adult skating and hockey needs for Henry Sibley High School and other youth hockey programs; and

WHEREAS, there is a need for dry floor space and locker rooms at the Ice Arena; and

WHEREAS, Tenant desires to lease the Leased Premises and provide youth hockey programs, lease the Ice Arena to other organizations for skating and hockey purposes, operate and manage the Ice Arena, and construct a dry floor space and locker rooms; and

WHEREAS, Landlord finds that it is in the public interest to allow Tenant to lease the Leased Premises under the terms and conditions contained herein.

IN CONSIDERATION OF the mutual agreements herein expressed and for valuable consideration, the parties agree as follows:

SECTION 1 **LEASE**

- 1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises, together with buildings and improvements located on the Leased Premises.
- 1.2 Tenant agrees that Tenant is leasing the Leased Premises on an “as-is,” “where is” and “with all faults” basis, based upon Tenant’s own judgment, and Tenant disclaims any reliance upon any statement or representation whatsoever made by Landlord regarding the Leased Premises. Landlord makes no warranty with respect to the Leased Premises, either express or implied. Landlord specifically disclaims any warranty of merchantability or fitness for any particular purpose and liability for any consequential damages arising out of the use or the inability to use the Leased Premises, or any part thereof.

SECTION 2
LEASE TERM & RENEWAL

- 2.1 **Initial Term.** The Initial Term of this Lease (“Initial Term”) shall be ten (10) years commencing on _____, 2020 (“Commencement Date”), and terminating on _____, 2030, unless earlier terminated as provided in this Lease.
- 2.2 **Renewal Terms.** Tenant shall have the option to extend the initial Term of this Lease for an additional term of five (5) years (“First Extended Term”) from and after the expiration of the Initial Term of this Lease, by giving written notice of the exercise of this option to Landlord not less than 180 days prior to the expiration of the Initial Term of this Lease. Tenant shall have an option to extend the First Extended Term of this Lease for an additional term of five (5) years (“Second Extended Term”) from and after the expiration of the First Extended Term of this Lease, by giving written notice of the exercise of this option to Landlord not less than 180 days prior to the expiration of the First Extended Term of this Lease. Each option to renew and each extended term is subject to the following terms and conditions:
- (a) No default exists in the performance by Tenant of any of the terms of this Lease;
 - (b) Each extended term shall be on the terms, covenants and conditions of the then current lease terms for the same type of tenants (noncommercial, commercial with direct access to public road, or commercial without direct access to public road) and at the highest rental rate for the particular type of tenancy;
 - (c) With respect to the Second Extended Term that the option for the First Extended Term has been exercised; and
 - (d) Successful negotiation of Rent for the First and Second Extended Terms.

SECTION 3
TERMINATION

- 3.1 **Early Termination With Cause.** Either party may terminate this Lease for failing to perform a term, condition or requirement of this Lease by giving advanced written notice to the defaulting party. After receipt of such notice, the defaulting party shall have 10 days to cure the default.
- 3.2 **Immediate Termination.** If either party is in default and the default is such that it poses a threat to the health, safety or welfare of the public, as reasonably determined by the non-defaulting party, the non-defaulting party may take any immediate steps it determines are necessary to cure the default, including closing the Ice Arena. In this event, this Lease shall terminate immediately upon notice to the defaulting party. The defaulting party shall

pay all costs and expenses incurred by the non-defaulting for taking any corrective action.

- 3.3 **Actions Following Termination.** Upon any termination of this Lease for any reason whatsoever, Tenant shall, for a period of thirty (30) days following such termination, assist and cooperate with Landlord to the extent deemed necessary by Landlord to ensure an orderly and efficient transfer of the Ice Arena operations. This covenant of Tenant contained herein shall survive and remain in full force and effect following any such termination of this Lease.

SECTION 4 **RENT**

- 4.1 During Initial Term of this Lease, Tenant shall pay the sum of one dollar (\$1.00) per year as rent ("Rent"), due and payable in full upon execution of this Lease by Tenant.
- 4.2 For the First and Second Extended Terms, Rent shall be negotiated by the parties and mutually agreed to in writing prior to the commencement of the then Extended Term. Failure to successfully negotiate Rent shall automatically terminate this Lease upon the end of the then existing Term.
- 4.3 In addition to being an event of default entitling Landlord to terminate this Lease, failure to pay Rent when due shall result in a late fee equal to \$50 or five percent (5%) of the Rent due, whichever is greater, per month for each month that the Rent is late. Nothing in this paragraph shall be interpreted as a waiver of any of the Landlord's rights on the Tenant's default pursuant to any other provision of this Lease.

SECTION 5 **USE OF LEASED PREMISES**

- 5.1 The Leased Premises and the building(s) presently thereon shall be used solely for purposes of skating and hockey, as well as ancillary uses thereto. Tenant shall be allowed to use the Leased Premises and sublease the Leased Premises to other entities, organizations and individuals for uses allowed herein. Landlord is not responsible for Tenant's operating losses and does not benefit from Tenant's profits related to Tenant's use of the Leased Premises.
- 5.2 Tenant shall allow Landlord to use the Leased Premises for the public's skating needs, as reasonably requested by Landlord, the times and dates for which shall be mutually agreed upon by the parties.
- 5.3 Use of the Leased Premises for any purpose not expressly provided for in this Section shall constitute a default under this Lease unless Landlord provides written approval for such use prior to commencement of the use.

SECTION 6
CONDUCT OF OPERATIONS

- 6.1 **Standards of Performance; Fiduciary Duty.** Tenant acknowledges that there is a relationship of trust and confidence between Tenant and Landlord, and that Tenant has a fiduciary duty to Landlord pursuant to this Lease. Tenant shall use Tenant's best skill and judgment in performing its duties and obligations hereunder, and shall at all times provide such management and operation services in a manner that maintains the good name of Landlord, perform its duties and obligations under this Lease in an efficient, expeditious, prudent and economical manner, consistent with the best interest of Landlord, in accordance with generally approved practices and standards followed by similarly-situated public Ice Arenas in Minnesota.

SECTION 7
TENANT'S IMPROVEMENTS OF THE LEASED PREMISES

- 7.1 Tenant agrees that any improvements constructed by Tenant upon the Leased Premises shall be constructed at no cost to Landlord.
- 7.2 The construction of all improvements on the Leased Premises and the improvements themselves must be built pursuant to the construction plans attached as Exhibit B, which is attached hereto and incorporated herein.
- 7.3 Before commencing any erection, rebuilding, enlargement, extension or any other improvement of a building, and before commencing any repair or alteration costing in excess of One Thousand Dollars (\$1,000), Tenant shall furnish to Landlord for Landlord's approval:
- (a) The plans for such work;
 - (b) The estimated cost of completing the work;
 - (c) Unless waived in writing by Landlord, a bond or other security in amount, form and with surety satisfactory to Landlord, conditioned for the commencement and completion and payment for such work, and against loss or damage by reason of mechanics liens; and
 - (d) An insurance policy issued by an insurance company approved by Landlord and in an amount satisfactory to Landlord naming Landlord as an additional insured and protecting Landlord from all liability to persons or property for damages arising out of the contemplated work.

- 7.4 Tenant shall only proceed with the construction of an improvement to a building upon the Leased Premises after receipt of written approval from Landlord for the plans for the building.
- 7.5 Regardless of whether or not the foregoing bonds, security and insurance are waived by Landlord, Tenant shall:
- (a) Prior to the commencement of any construction, repair or alteration, procure from the necessary authorities any building or other permits that may be required;
 - (b) Do or cause the work to be done in a good and workmanlike manner and to be completed within the required time and in conformity with such building codes, zoning ordinances and regulations and orders of any lawful authority applicable to the City;
 - (c) Keep the Leased Premises and every building, structure and improvement on the Leased Premises free and clear from all liens for labor performed and materials furnished therefore;
 - (d) Defend, at Tenant's own cost and expense, each and every lien asserted or filed against any portion of the Leased Premises, or against the building, structure or improvement thereon and pay each and every judgment made or given against any portion of the Leased Premises, or against the building, structure or improvement thereon; and
 - (e) Indemnify and hold Landlord harmless from each and every claim, demand, action and cause of action arising out of or in connection with any act or omission of Tenant, or of any agent, employee or Tenant of Tenant, with respect to the removal, erection, alteration, enlargement or extension of any building, structure or improvement on the Leased Premises, or arising out of or in connection with the assertion or filing of any lien on said land or against any building, structure or improvement thereon.

SECTION 8
BUILDING MAINTENANCE & USE OF LANDLORD'S EMPLOYEES

- 8.1 **OBLIGATIONS OF TENANT.** Tenant, at Tenant's own cost and expense, shall take good care of the Leased Premises and shall repair, replace and maintain the interior of the buildings, structures and improvements located thereon and shall keep and maintain the same in good order and repair and in a clean and neat condition. Tenant shall not suffer or permit any waste or nuisance on the Leased Premises or anything thereon. Tenant shall be responsible for ice refrigeration plant/coolant replacement, maintenance, removal and

replacement of the ice, minor maintenance of the furnace, water heaters, dehumidification system, and air conditioning system. Tenant shall be responsible for maintenance of all portions of any new building, exterior and interior, related to the dry floor space, locker rooms or structures associated therewith. Tenant shall be responsible for mowing, landscaping, and snow plowing the parking lot and sidewalks.

- 8.2 **OBLIGATIONS OF LANDLORD.** Landlord shall be responsible for replacement and major repairs of the roof, HVAC, dehumidification, and potable water heater systems. Landlord shall replace, reconstruct or overlay the parking lot within 12 months of completion of Tenant's construction improvements for dry floor space, locker rooms and related construction activity.
- 8.3 **LANDLORD'S EMPLOYEES.** Tenant agrees to utilize Landlord's current full-time employees for maintenance of the Leased Premises. Costs for such employees, such as wages, benefits, worker's compensation, unemployment, retirement and related costs, shall be paid by Tenant within 30 days of receipt of an invoice from Landlord. Any additional employees needed to maintain the Leased Premises pursuant to this Lease shall be at the sole expense of Tenant.

SECTION 9 **INSURANCE**

- 9.1 At all times during the Term of this Lease, Tenant shall keep all buildings on the Leased Premises insured against fire, vandalism, malicious mischief, and windstorm loss or damage for an aggregate amount equal to one hundred percent (100%) of the fair market value of the buildings or the insurable value, whichever is greater, and any money received from said insurance as a result of any loss or damage to the building shall be divided between Tenant and Landlord as their interest may appear. The policies shall be in a form satisfactory to Landlord, and copies of the insurance policies or certificates thereof evidencing such coverage and that such insurance is payable to Landlord and Tenant shall be furnished to Landlord. Upon the occurrence of loss of or damage to the building, Tenant shall within thirty (30) days repair, rebuild, replace or remove the building, unless Landlord consents in writing to an extended time, which consent shall not be unreasonably withheld or delayed.
- 9.2 Tenant shall, at Tenant's sole cost and expense, maintain in effect at all times during the Term of this Lease a "Commercial General Liability Insurance" policy on an "occurrence" rather than on a "claims made" basis, with a total combined policy limit of not less than the limitation of liability of Landlord under Minnesota Statutes Chapter 466, or any successor statute, which policy shall include, but not be limited to, coverages for Bodily Injury, Property Damage, Personal Injury and Contractual Liability (applying to this Lease), or an equivalent form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad as the above. Such policy shall name Landlord as an

additional insured. Policies for such liability coverage shall be in a form and issued by an insurer reasonably acceptable to Landlord and shall require at least thirty (30) days prior written notice to Landlord of termination or material alteration. Tenant's liability insurance shall be primary with respect to Landlord and its agents and not participating with any other available insurance. Tenant shall deliver to Landlord on the Commencement Date of this Lease and on each year thereafter, if requested, insurer-certified copies of such policies, certificates or other evidence reasonably satisfactory to Landlord confirming the terms of such insurance, confirming that premiums thereon have been paid at least one (1) year in advance and confirming that the policies are in full force and effect.

- 9.3 Tenant shall carry owners-tenants combined single limit coverage for bodily injury, property damage and all damages for any one incident of at least One Million Five Hundred Thousand Dollars (\$1,500,000).
- 9.4 Tenant shall carry Workers' Compensation and Employer's Liability Insurance for all of Tenant's officer's, agents, and employees, as required by law.
- 9.5 Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance. The parties agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive any writing prior to a loss, any or all right of recovery against any party for loss occurring to the property described therein."

SECTION 10
INDEMNIFICATION

- 10.1 Tenant agrees to indemnify and hold Landlord harmless from any and all loss, damage, claims, judgments, litigation expenses and costs for any injury to persons or damage to property from any act or omission of Tenant, its employees, agents, subsidiaries, licensees and sublesees while on or about the Leased Premises, and Landlord shall not be liable to any extent for, nor will Tenant make any claim against Landlord for or on account of any injury, loss or damage to the Leased Premises, the buildings or structures thereon, the personal property and facilities located therein, or to any person or property at any time on the Leased Premises whether occasioned by fire, water, smoke, steam, gas, electricity or other agency or instrumentality which may come or be on the Leased Premises or occasioned by any other cause. The Tenant's indemnity obligation is not limited by the insurance required in Section 9.
- 10.2 Nothing in this Lease shall cause Landlord in any way to be construed as partner, joint

venturer or associated in any way with Tenant in the operation of the Leased Premises, or subject Landlord to any obligation, loss, charge or expense connected with or arising from the operation or use of the Leased Premises or any part thereof.

SECTION 11
PAYMENT OF TAXES AND OTHER CHARGES

- 11.1 Tenant shall pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes. If Tenant shall fail to pay any of the taxes, assessments, license fees or other charges when the same become due, Landlord may pay the same, together with any cost or penalty which may accrue thereon, and collect the entire amount so paid from Tenant and Tenant agrees to pay the entire amount to Landlord upon demand. Tenant recognizes and agrees that the word “taxes” as used in this Section includes any tax which may be imposed and required to be collected pursuant to Minnesota Statutes Section 272.01, subd. 2, or similar successor statute, for the privilege of using and possessing the Leased Premises, which are tax exempt, in the same amount and to the same extent as though Tenant were the owner of the Leased Premises.

SECTION 12
SERVICES AND UTILITIES

- 12.1 Tenant agrees to promptly pay all utilities or other services supplied to or consumed by Tenant on the Leased Premises, including, without limitation, security systems, gas, electricity, water, telephone, internet, cable, music systems, government fees, trash collection, storm water utility and all similar services for Tenant’s use of the Leased Premises.
- 12.2 Tenant shall be responsible for any repairs to utilities or utility connections on the Leased Premises. If Tenant fails to make required repairs to any utilities or utility connections within ten (10) days after Landlord has sent written notice to Tenant that the repairs need to be made, Landlord may make such required repairs and Tenant shall pay to Landlord the cost of performing such repair within five (5) days after receipt of a bill for the repair charges.

SECTION 13
RIGHT TO REMOVE BUILDING(S) AT END OF LEASE TERM

- 13.1 Upon termination of this Lease, whether on account of default or by lapse of time, if Tenant shall have paid all taxes, assessments, Rent and other charges payable by Tenant under the terms of this Lease, and shall have kept and performed all the terms and conditions of this

Lease, Tenant shall have the privilege of removing from the Leased Premises all buildings or property thereon belonging to Tenant and shall restore the Leased Premises to as good condition as they were in when they were entered upon by Tenant, reasonable wear and tear excepted, provided Tenant does so within sixty (60) days after the termination of this Lease. If said buildings or property are not so removed within said sixty (60) day period, Tenant hereby conveys and transfers the same to Landlord and the title thereto shall vest in Landlord without further act or conveyance.

- 13.2 At Landlord's sole discretion, Tenant may be required to remove any and all buildings from the Leased Premises at the end of the Lease Term, regardless of whether the requirements of Section 13.1 have been met. Landlord shall inform Tenant in writing no less than ninety (90) days prior to the end of the Lease Term or Extension Term if Landlord will require Tenant to remove the building(s) from the Leased Premises. Tenant's failure to remove the building(s) at Landlord's direction shall result in Landlord removing the building(s) at Tenant's sole expense.

SECTION 14 **TENANT'S RIGHT TO ASSIGN**

- 14.1 Assignment. Tenant may not, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease without the prior written consent of Landlord. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of this Lease, and as such, shall require the prior written consent of Landlord.
- 14.2 Landlord's written consent to any proposed assignment or transfer shall not be withheld or delayed if, in the sole discretion of the Landlord, all of the following conditions are satisfied:
- (a) The proposed assignee or sublessee has a net worth at least equal to Tenant's net worth as of the date of the signing of this Lease, or the date of the proposed assignment, whichever is greater;
 - (b) The proposed assignee or sublease is creditworthy considering the obligations to be assumed under the Lease;
 - (c) The proposed assignee or sublessee has experience in operations similar to that being conducted on the Leased Premises;
 - (d) The use of the Leased Premises will comply with all the requirements of this Lease;
 - (e) Tenant and Tenant's guarantor(s) (if any) and the proposed assignee or sublessee

agree to a written amendment to the Lease, in form and substance acceptable to Landlord, that the Rent as of the effective date of such assignment shall be equal to the highest per square foot rent charged for a similar lease; and

- (f) The proposed assignee or sublessee will continue to use the Leased Premises for the same purpose as the Tenant or for a similar purpose as determined and approved by Landlord at Landlord's sole discretion;
 - (g) Tenant pays a lease transfer fee to the Landlord in the amount of \$1,000.
- 14.3 If Tenant desires to assign the Lease, it shall so notify Landlord in writing at least thirty (30) days prior to the proposed effective date of the assignment. Tenant shall provide Landlord with a copy of the proposed assignment and any other relevant information requested by Landlord.

SECTION 15 **QUIET ENJOYMENT**

- 15.1 Landlord covenants and agrees with Tenant that upon Tenant's paying said Rent and keeping, paying and performing all the terms, covenants and conditions of this Lease on Tenant's part to be kept, paid and performed, Tenant may, except for reasons beyond the control of Landlord, peaceably and quietly have and hold the Leased Premises for the Term of this Lease.
- 15.2 Notwithstanding the above, Landlord and its agents or representatives shall have the right to enter the Leased Premises and buildings thereon, to inspect the same for operations conducted from and on the Leased Premises and for the purpose of making repairs or improvements and to install through or upon the Leased Premises such pipes, wires and appurtenances as it may deem necessary or useful to the operation of the Ice Arena, but the making of such repairs, improvements, or installations shall be done in such manner as will not interfere materially with the use and enjoyment of the Leased Premises by Tenant, except in cases of emergency.

SECTION 16 **DEFAULT BY TENANT**

- 16.1 The following shall constitute a default by Tenant:
- (a) Tenant fails to pay Rent and such failure to pay shall is not cured within five (5) days from the due date of the payment;
 - (b) Tenant fails to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased

Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes and such default shall continue for thirty (30) days after notice of said failure to pay is given to Tenant by the Landlord or Dakota County.

- (c) Tenant fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for ten (10) days after notice of default is given by the Landlord or Tenant shall have failed to commence the cure of such default within ten (10) days after such notice;
- (d) Notwithstanding the requirement contained in Section 3.1 relating to giving the Tenant a ten (10) day period to cure a non-monetary default, in the event of an emergency as determined by the Landlord, the Landlord may perform the work or improvement to be performed by the Tenant without giving any notice to the Tenant and without giving the Tenant the ten(10) day period to cure the default. In such case, the Tenant shall within thirty (30) days after written billing by the Landlord reimburse the Landlord for any and all costs incurred by the Landlord.
- (e) A petition to reorganize Tenant or for an arrangement of its unsecured debts is filed;
- (f) Tenant is adjudicated bankrupt;
- (g) A receiver or trustee of Tenant's property is appointed by any Court;
- (h) Tenant makes a general assignment for the benefit of creditors;
- (i) The entirety of Tenant's interest in Tenant's property shall be taken by garnishment, attachment, execution or other process of law; or
- (j) The Leased Premises is abandoned for a period of thirty (30) days.

16.2 In the event of any default, in addition to any other remedies available to Landlord at law or equity, Landlord shall have the following rights:

- (a) Immediately, or at any time thereafter, without further notice to Tenant, to re-enter into or upon the Leased Premises, or any part thereof, and take possession of the same fully and absolutely without such re-entry working a forfeiture of the Rents or other charges to be paid and of the covenants, terms and conditions to be performed by Tenant for the full Term of this Lease, and in the event of such re-entry Landlord may seek the collection of the Rents or other charges to be paid under this Lease or for the properly measured damages and for the collection of its reasonable attorneys fees; and

- (b) Landlord shall further have all other rights and remedies including injunctive relief, ejectment or summary proceedings in unlawful detainer, and any or all legal remedies, actions and proceedings, and all such shall be cumulative Landlord shall be entitled to its reasonable attorneys' fees arising from or attributable to any such breach.

16.3 In the event of any default, in addition to any other remedies available to Landlord at law or in equity, including those set forth in Paragraph 18.2, Landlord shall have the immediate right and option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall so terminate this Lease as a result of Tenant's default, Landlord may:

- (a) Retain any payment(s) made by Tenant as provided in Section 4 [*for Rent*] prior to the termination of this Lease.
- (b) Recover from Tenant the amount of any unpaid Rent which had been earned at the time of such termination;
- (c) Recover from Tenant all expenses incurred by Landlord in terminating, repossessing and reletting the Leased Premises including but not limited to costs of repairs, brokerage and legal fees, and the collection of Rent;
- (d) Recover from Tenant any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Leased Premises, or, if elected by Landlord as liquidated and final damages for lost Rent, in addition to the deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at the stated rate of interest payable under any first mortgage or deed of trust on the Property or one (1) percent per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Rent for the remainder of the Term exceeds the then reasonable rental value of the Leased Premises over the remainder of the Term; and
- (e) Recover from Tenant any reasonable attorneys' fees incurred by Landlord in enforcing its rights hereunder.

SECTION 17 **WAIVER**

17.1 Landlord's waiver of any of the rights remedies, terms or conditions of this Lease on any occasion shall not constitute a waiver of any rights, remedies, terms or conditions with respect to any subsequent breach or default under the terms of this Lease.

SECTION 18
LEGAL COSTS

- 18.1 If Landlord incurs any costs to collect or recover any amount due or to become due under this Lease or to recover possession of the Leased Premises or files suit upon Tenant for the collection of any amount due or to become due or the recovery of possession of the Leased Premises or the enforcement of any of Tenant's covenants hereunder, Landlord will be entitled to reimbursement of its reasonable attorneys' fees and costs where Landlord is successful in its efforts for the collection of any amounts due or the recovery of possession of the Leased Premises.

SECTION 19
CONDEMNATION

- 19.1 If a condemning authority takes all or any part of the Leased Premises as part of a taking or condemnation action, this Lease will automatically terminate as of the day of the taking or condemnation. Tenant waives any and all claim to any portion of a condemnation award awarded to Landlord.

SECTION 20
DESTRUCTION OF LEASED PREMISES

- 20.1 If the buildings on the Leased Premises are partially or completely destroyed, either Landlord or Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to the other party.

SECTION 21
LEASE AMENDMENTS

- 21.1 Any of the terms of this Lease may be amended upon the mutual agreement, in writing, of Landlord and Tenant, which must be executed with the same formalities as this instrument.
- 21.2 This Lease is subject to the approval of federal and state agencies. The parties agree to modify this Lease as may be necessary to obtain approval by any federal or state agencies, provided, however, that such modification does not substantially change the Term, Rent or area leased. If the modification would substantially change the Term, Rent or area leased, either party may terminate this Lease by written notice to the other party.

SECTION 22
BINDING ON SUCCESSORS

- 22.1 Except as herein otherwise provided, all the terms, covenants and conditions of this Lease

shall be binding upon and inure to the benefit of the legal representatives, successors, assigns and subsidiaries of both Landlord and Tenant.

SECTION 23
SIGNS

- 23.1 Tenant may sell and erect suitable advertising signs on the Leased Premises, provided that the form, type, size and method of installation shall first be approved by Landlord.

SECTION 24
HAZARDOUS SUBSTANCES

- 24.1 Tenant shall take no act or allow any act to be taken that will subject the Leased Premises to “superfund” type liens or claims by regulatory agencies or other entities arising from the actual or threatened release, deposit or existence of hazardous substances (defined below) in, on or about the Leased Premises. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, penalties, forfeitures, suits or liabilities of any type or nature (including cost of defense, settlement and reasonable attorneys’ fees) incurred by Landlord hereafter or for which Landlord shall become responsible for or pay as a result of any or all of the following:

- (a) Death or bodily injury to any person;
- (b) Structural damage to any property;
- (c) Contamination of or detrimental effect upon the environment; or
- (d) Violation of governmental laws, orders or regulations

as a result of or due to the actual or threatened release of hazardous substances claimed or alleged to have been deposited, stored, disposed of, placed or otherwise located in, on or about the Leased Premises.

- 24.2 Tenant shall not store or possess any hazardous substances on the Leased Premises unless the same are stored or possessed in a manner that complies with all applicable laws, and in no event shall Tenant dispose of any hazardous substances on the Leased Premises without the express prior written consent of Landlord, which consent may be withheld at Landlord’s sole discretion.
- 24.3 As used in this Lease, the term “hazardous substances” is defined to include any substances, wastes, contaminants or pollutants that are now or hereafter shall be included within the definition of such term or similar replacement term, under any federal, state or local statute, ordinance, code or regulation now existing or hereafter enacted or amended,

including but not limited to the Minnesota Environmental Response and Liability Act, Minnesota Statutes Chapter 115B; Minnesota Petroleum Tank Release Clean-Up Act, Minnesota Statutes Chapter 115C as amended by Superfund Amendments and Reauthorization Act of 1986; the Asbestos Abatement Act, Minnesota Statutes Sections 326.70 through 326.81; and the State Environmental Lien Statute, Minn. Stat. §514.672, et. Seq.

- 24.4 Tenant shall promptly provide Landlord with copies of all notices or reports received or submitted by it to or from any governmental agency or other third party with respect to the storage, processing, disposal, release or threatened release of hazardous substances into or onto the Leased Premises or any adjacent property.

SECTION 25 **GENERAL PROVISIONS**

- 25.1 **Warranties and Representations.** Tenant hereby represents and warrants that in entering into this Agreement, Tenant has not relied on any statements from City or any representative thereof and has conducted such due diligence and investigations as Tenant deems appropriate before entering into this Agreement.
- 25.2 **Non-Waiver.** The waiver by either City or Tenant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by City or Tenant, unless such waiver is in writing signed by the party against whom such waiver is asserted.
- 25.3 **Entire Agreement.** This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between City and Tenant, oral or written, relating to the subject matter of this Agreement. City has made no representations, warranties or promises not expressly contained herein. No subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon City or Tenant unless reduced to writing and signed by both of them.
- 25.4 **Notices.** Except as otherwise specifically provided in this Agreement, any notice, statement, report or other communications to be given under the terms of this Agreement shall be delivered in a timely fashion, as provided herein, and shall be in writing and delivered personally or sent by mail, by placing first class postage thereon, addressed as follows:

TO CITY:

City of West St. Paul
City Manager
1616 Humboldt Ave.

West St. Paul, MN 55118

TO TENANT:

Sibley Area Youth Hockey Association
1670 South Robert Street
Box 291
West St. Paul, MN 55118

or at such other address as from time to time designated by the party receiving the notice, in accordance with this paragraph. The date of service of such notice shall be the date such notice is delivered to the party to whom the notice is given.

- 25.5 **Captions and Paragraph Numbers**. Captions, paragraph numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience, and in no way define, limit, construe or decide the scope or intent of such section or article, nor in any way affect this Agreement.
- 25.6 **Construction of Agreement**. The language in all parts of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either City or Tenant.
- 25.7 **Applicable Law**. This Agreement and all provisions hereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of Minnesota. The sole and exclusive venue for any legal action under this Agreement or in any way related to the Sports Dome shall be the Dakota County District Court.
- 25.8 **Savings Clause**. Any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, or substantially increase the burden on any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
- 25.9 **Approval by City**. In any provision of this Agreement where City's approval or consent is required, City shall, except to the extent specifically stated to the contrary in such provision, have the right to withhold or refuse its approval or consent, in City's sole and absolute discretion.
- 25.10 **Counterparts**. This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all such counterparts together shall constitute one and the same agreement.
- 25.11 **Nondiscrimination in Employment**. Tenant, Tenant's successors in interest and

permitted assigns, as a part of the consideration hereof, do covenant and agree to the following as covenants running with the land:

- (a) That no person shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the facilities on the Leased Premises on the grounds of race, sex, color, creed or national origin;
- (b) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination on the grounds of race, sex, color, creed or national origin; and
- (c) That Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federal-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and said Regulations as may be amended. In the event of a breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and repossess the Leased Premises, and hold the same as if said Lease had never been made or issued.

25.12 **Time.** Time is of the essence of this Agreement and each provision hereof of which time is an element.

25.13 **Data Practices.** Information supplied by Tenant to Landlord is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"). Such information shall become public unless it falls into one of the exceptions of the Act. Tenant shall notify Landlord in writing of any data Tenant believes is classified as non-public.

25.14 **Conflict of Interest.** Tenant represents and warrants that no official, officer, or employee of Landlord has or will have any interest, direct or indirect, in this Lease or the transactions contemplated by it.

25.15 **Compliance with Laws and Regulations.** Tenant shall comply with all laws of the United States the State of Minnesota and with all ordinances, rules, regulations and orders of any of the foregoing, and of any department thereof. Tenant shall comply with all ordinances, rules and regulations of Landlord relating to the Leased Premises.

25.16 **FORCE MAJEURE.** The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, except for payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials, or

any cause beyond the reasonable control of such party (any such delay being called “unavoidable delay” in this Lease), provided however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

IN WITNESS WHEREOF, the parties have executed this Lease, or caused it to be executed by their or its duly authorized representative(s), as of the day and year first above written.

[remainder of page intentionally blank]

**LANDLORD
CITY OF WEST ST. PAUL**

Mayor David J. Napier

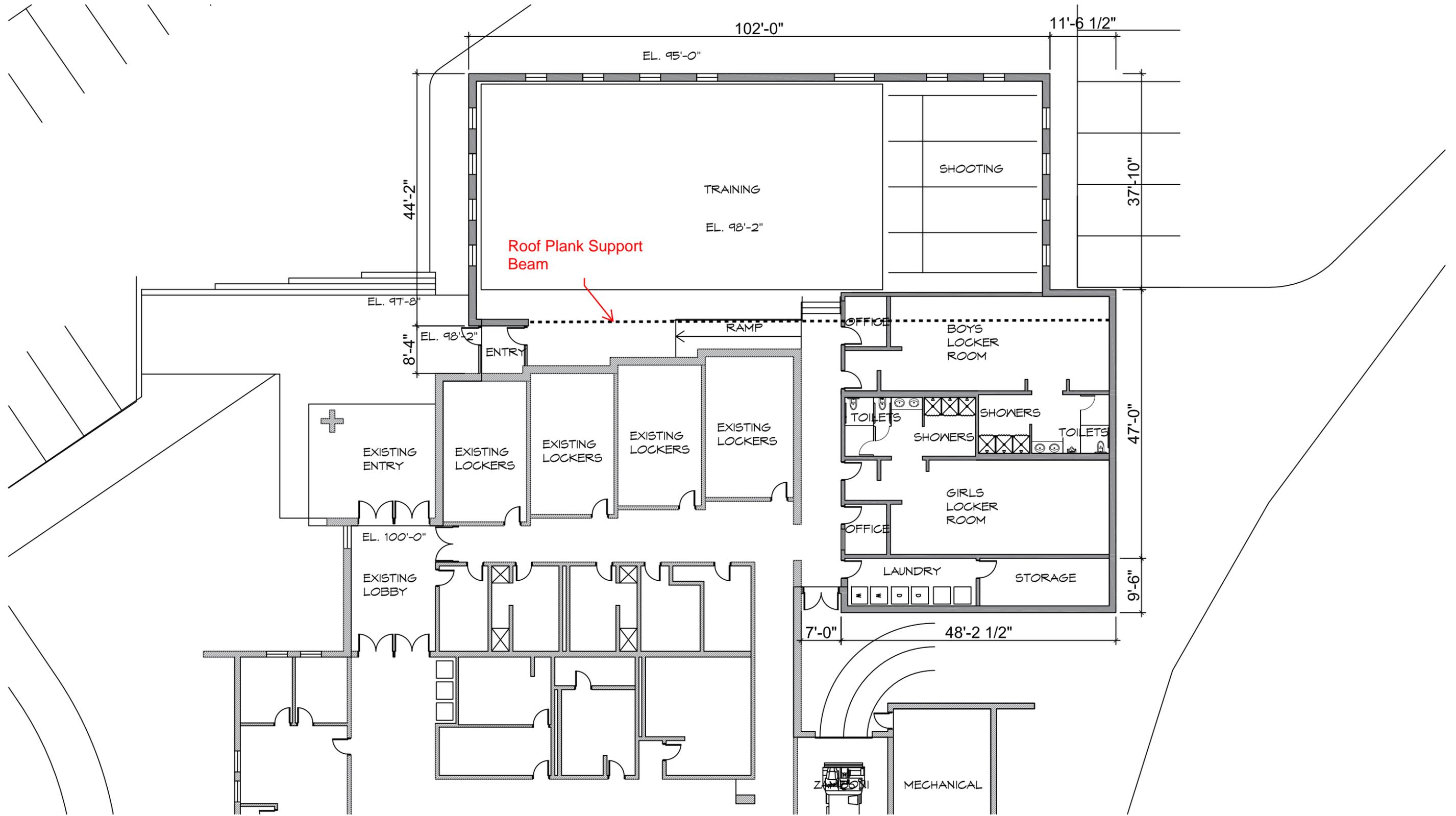
City Manager Ryan Schroeder

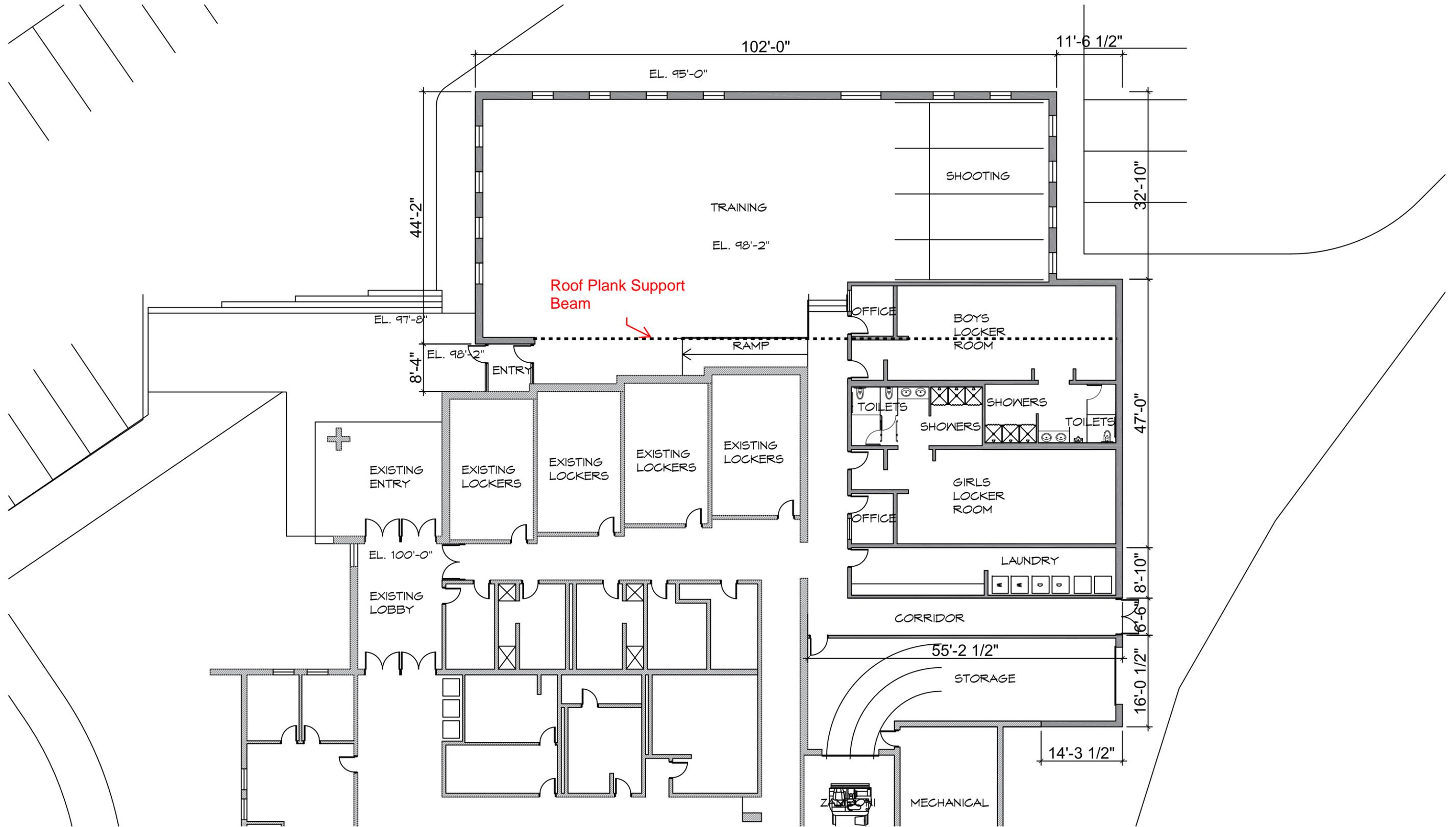
**TENANT
SIBLEY AREA YOUTH HOCKEY ASSOCIATION**

By:
Its:

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
CONSTRUCTION PLANS





Alternate #1 Pricing Option



WEST ST PAUL ARENA - ALTERNATE 9 9 2019

60 EMERSON AVE W.
WEST ST PAUL, MN 55118

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Dave Schletty, Assistant Parks & Recreation Director**
Date: **June 22, 2020**

Art Park Project Review

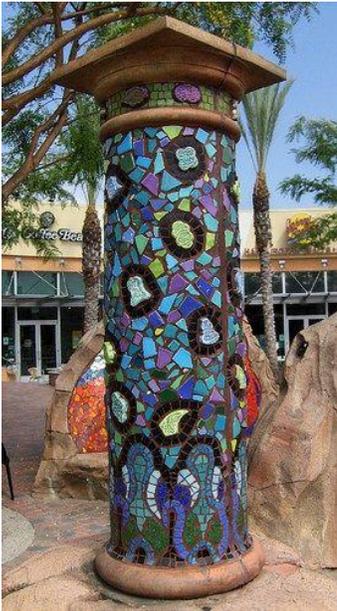
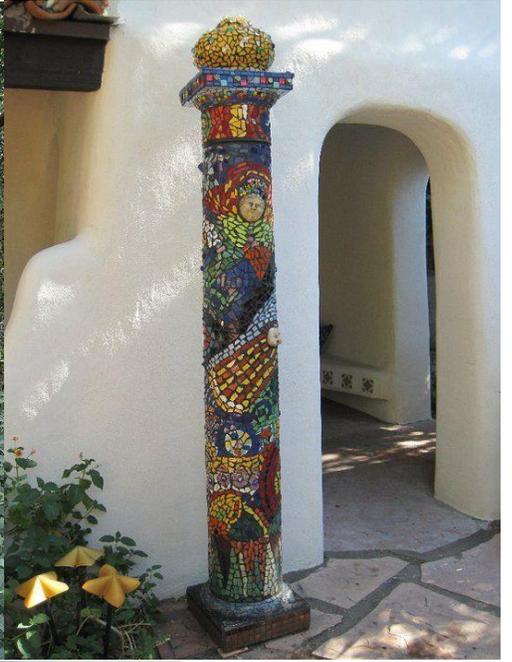
BACKGROUND INFORMATION:

A subcommittee of the Parks and Recreation Advisory Committee began working on this project to bring public art to West St Paul in early 2019. The group wanted to come up with some sort of project for the “Art Park” lot at Butler and Oakdale. Through multiple meetings including a public meeting with residents in the park in July, the subcommittee narrowed in on the idea of small sculpture in the park. Knowing the City funds were scarce, staff and committee members researched multiple grant opportunities, and narrowed in on the Metropolitan Regional Arts Council (MRAC) Grant. The Grant application had very specific requirements that needed to be met including; having an artist and project already selected, reaching underserved populations in the community and including the public in the process and creation of the project. Several local artists were interviewed and artist Lori Greene was chosen with her idea of a mosaic column sculpture. Mosaic art columns can take many forms. A few different ideas are included, but ultimately the final design will be developed through the public process, by residents. There will be 3-5 public meetings in which residents will: receive education about the art project and provide input to help shape what form and look the project takes, partake in the design of the project, and help with the actual creation of the sculpture. The artist will do the final construction of the whole project and finally a public installation of the finish project will take place. Residents will be informed of the public meetings in numerous ways. All flyers will also be translated to Spanish to reach the Hispanic community. The original plan was to also hold at least 1 meeting with our older population at the Thompson Park Activity Center, although due to the current pandemic, that may need to be modified. The pandemic has caused our whole schedule and timeline to be shifted. The hope is to kick off the project with the first public meeting this July, and hold the finished installation in May or June 2021. It should also be noted that the \$10,000 grant requires a \$2,500 match, of which \$500 has already been donated by SRSBA. Committee members plan to raise the remaining \$2,000 through local business donations, but need to have time to begin this fundraising campaign. This project is intended to be a true first step of public art in West St Paul. If successful, the committee plans to research other opportunities, such as murals in the bike tunnel under Charlton and the future Robert St tunnel, as well as other sculpture forms in other parks.

STAFF RECOMMENDATION:

Provide direction to staff for the project.

Attachment: Sculpture Examples



To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Dave Schletty, Assistant Parks & Recreation Director**
Date: **June 22, 2020**

1010 Dodd Temporary Usage

BACKGROUND INFORMATION:

At the January 13, 2020 OCWS, development of a community arboretum and gathering space was discussed for the vacant lot at 1010 Dodd. This project of the Environmental Committee has been temporarily put on hold due to the COVID-19 crisis. Recently, the idea of a temporary gathering and picnic space on this lot has been suggested by Council. With a number of restaurants in the immediate vicinity and current limited indoor and outdoor seating, it would be a good alternate location for residents to gather and enjoy their meals.

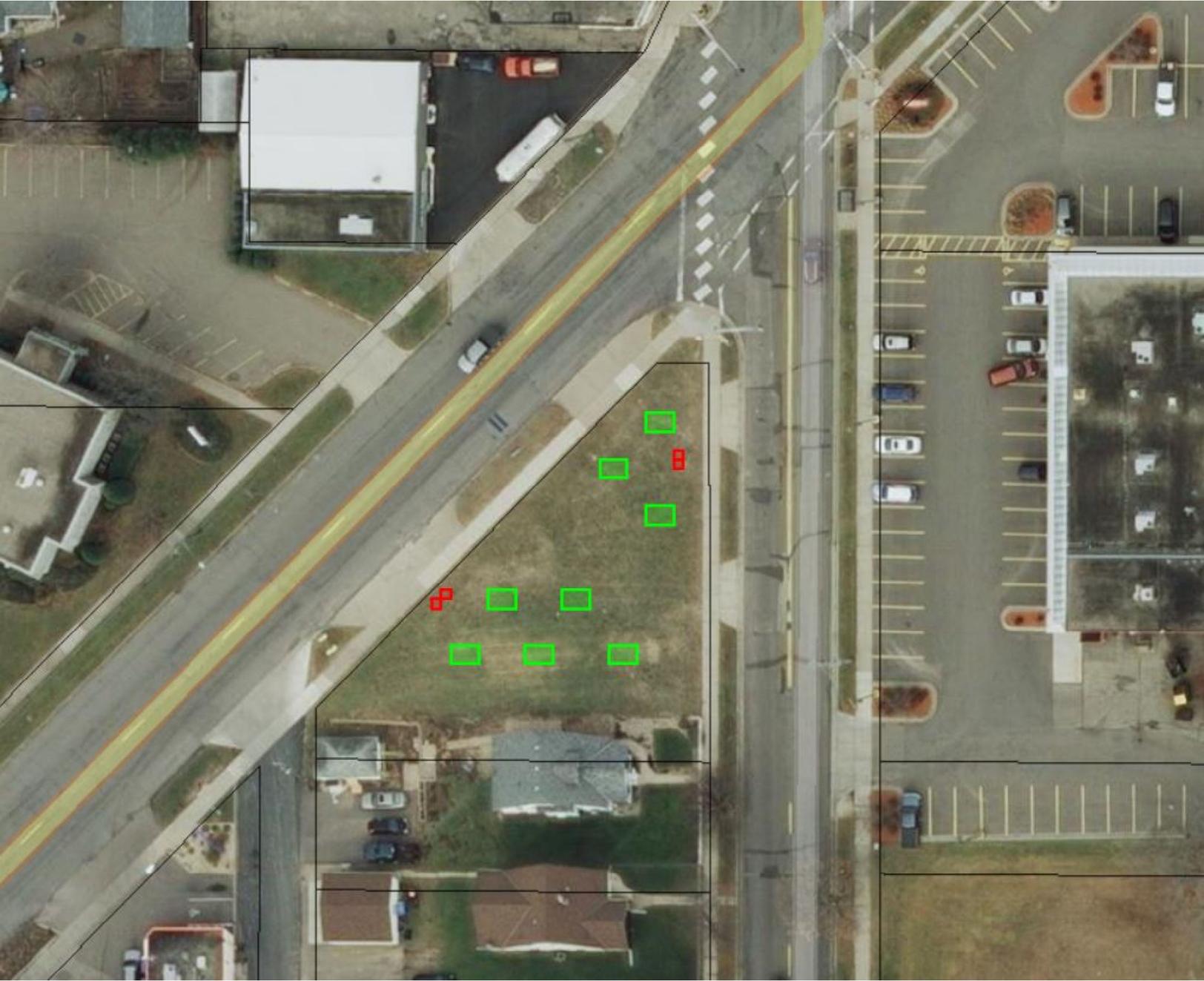
Picnic tables could be temporarily placed in the now empty lot in a socially distanced layout (sample layout attached), along with trash and recycling containers. Maintenance and trash removal would need to be temporarily assigned to either parks or streets maintenance staff. The parks department currently has five older picnic tables that were recently replaced with new and are still usable. Additionally, other tables could be temporarily moved from picnic shelters in other parks. Since this is a temporary use, tables would be placed in the grass and would need to be shifted from time to time to trim and mow the grass beneath. Since there is a long-term use identified, that may surrender some of the space to a future roadway realignment project, no permanent improvements, besides possibly some well-placed trees, should be made at this time.

Street parking is permitted on the both the Dodd and Smith sides of the vacant EDA owned lot, which could also be used for temporary placement of Food Trucks.

STAFF RECOMMENDATION:

Discuss temporary usage and provide direction to staff.

Attachment: Sample Layout



To: **Mayor and City Council**
 Through: **Ryan Schroeder, City Manager**
 From: **Jim Hartshorn, Community/Economic Development Director**
 Date: **June 22, 2020**

Food Truck Ordinance Amendment

BACKGROUND INFORMATION:

The Police Department receives a few requests annually for food truck businesses to set up in West St. Paul on a temporary basis, usually in shopping center parking lots. The City currently has a “food vending” ordinance, but this ordinance provides very little regulatory authority to manage these operations. Example, we have no authority to grant or deny any food truck staying longer than 21 days. Currently, we have no authority that allows us to regulate their duration in one particular spot. The attached proposed food truck ordinance repeals and replaces the “food vending” ordinance we have today.

1. They would not need a Peddler’s License. They would not need any other City license either – just proof of insurance, permission on public property, and follow performance standards. We can issue administrative citations if they violate the ordinance.
2. They are allowed in industrial zones in a parking lot (with permission) or on a public street adjacent thereto with permission of the abutting property owner.
3. They are allowed on residential property with permission as part of an event (wedding, graduation) or on a public street adjacent thereto with permission of the abutting property owner and it is not open to the general public.

FISCAL IMPACT:

		Amount
Fund:		N/A
Department:		
Account:		

STAFF RECOMMENDATION:

Review and direct staff.

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

ORDINANCE NO. 20-

**AN ORDINANCE REPEALING SECTION 111.01 (B) REGARDING FOOD VENDING
OF THE CITY CODE OF THE CITY OF WEST ST. PAUL
AND ENACTING SECTION 111.01 (B) REGARDING MOBILE FOOD UNITS**

The City of West Saint Paul does ordain:

SECTION 1. AMENDMENT. West St. Paul City Code Section 111.01 (B) relating to Mobile Food Vending is hereby repealed and replaced as follows:

(B) *Special conditions applicable to food sellers operating mobile food units.* The following conditions only apply to food sellers operating mobile food units.

(1) PURPOSE:

This section is intended to describe the requirements for an establishment preparing and serving food from a self-contained readily moveable vehicle in the city and to regulate the conditions from which the establishment operates within the city for the promotion of business within the city and for the protection of customers and the general public. All Mobile Food Units must comply with this ordinance in order to operate within the city.

(2) DEFINITION:

For the purpose of this section, the following definition applies:

MOBILE FOOD UNIT:

- (a) A self-contained food service operation, located in a readily movable motorized wheeled or towed vehicle that is readily movable without disassembling, and that is used to store, prepare, display, or serve food intended for individual portion service; or
- (b) A mobile food unit as defined in Minnesota statutes section 157.15, subdivision 9.

(3) REQUIREMENTS:

- (a) License. The mobile food unit operator must be licensed by the Minnesota Department of Health, Minnesota Department of Agriculture, and/or Dakota County Department of Public Health as required under Minnesota State law. The license must be clearly posted. No peddlers license shall be required from the City.
- (b) Fire Code. The mobile food unit must meet State Fire Code requirements.

- (c) Insurance. The mobile food unit operator must have the following forms of insurance by an insurance company authorized to do business in the State of Minnesota:
1. Commercial general liability insurance, with a limit of not less than one million dollars (\$1,000,000) each occurrence and a general aggregate limit of not less than two million dollars (\$2,000,000);
 2. Automobile liability insurance with a limit of not less than two million dollars (\$2,000,000) combined single limit covering the vehicle licensed as a mobile food unit, and if applicable, any vehicle used in conjunction with the mobile food unit;
 3. Workers compensation insurance (statutory limits) or evidence of exemption from state law; and
 4. If the mobile food unit will be operated on public property, including public right-of-way, the City shall be named as a certificate holder and as an additional insured, and must be provided with a certificate of insurance.

(4) LOCATIONS:

- (a) Allowed Locations. A mobile food unit may only operate in the locations and under the conditions set forth in this section:
1. A mobile food unit may only operate in a parking lot in an industrial zoning district or on residential property with the written consent of the property owner. When operations occur on residential property, mobile food unit sales may only be for catering purposes (such as a private graduation party or wedding) and not open for sales to the general public.
 2. A mobile food unit may only operate on public right-of-way if immediately adjacent to property where the property owner has invited the mobile food unit to participate in an event, provided it does not create a public safety hazard.
 3. A mobile food unit may only operate in a city park or on other city property in conjunction with an event authorized by the City after obtaining permission from the event sponsor; additional permits may be required for such operations.
- (b) Prohibited Locations. Notwithstanding Section (4)(A) above, a mobile food unit may not operate in the following locations:
1. Any street posted with no parking signs.
 2. Any street with a posted speed limit greater than 30 miles per hour.

3. Within 300 feet of the property line of any other permanent food establishment. The setback shall be measured from the vehicle to the property line of the permanent food establishment.
4. Any location that may cause a safety hazard for other vehicles, pedestrians, or the general public.

(5) PERFORMANCE STANDARDS:

A mobile food unit owner/operator is subject to the following performance standards:

- (a) Mobile food unit sales may only conduct sales between 7:00 a.m. and 10:00 p.m.
- (b) Waste generated by the mobile food unit must be transported out of the city and disposed of in accordance with all federal, state, and local regulations. Grey water may not be drained into city stormwater drains.
- (c) The owner/operator of the mobile food unit shall be responsible for the conduct of their employees and agents while operating a mobile food unit.
- (d) A mobile food unit is not required to obtain a sign permit from the city. However, no additional signage is permitted beyond that which is on the mobile food unit unless it meets the following requirements:
 1. One single sandwich board style sign is permitted per mobile food unit;
 2. The maximum sign size is eight (8) square feet;
 3. The sign must be placed on the ground and within ten (10) feet of the mobile food unit;
 4. The sign must not be placed in a manner that hinders passage upon any sidewalk;
 5. The sign must not be placed within the improved travel surface of the public right-of-way except with the express written permission of the city; and
 6. The sign cannot project from the mobile food unit or be mounted to the roof of the mobile food unit.

SECTION 3. 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 provides performance standards for the operation of mobile food units within the City.

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 ____ day of _____ 20.

Attest:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

City Survey – Food Trucks – 04/08/2020

Golden Valley

- Needs a mobile food vendor license from Hennepin County
- Apply for a City mobile food vending permit
- Have set back requirements
- Permitted temporary use
 - Permits are good for 1 day in residential zones (max 2 permits a year), 3 days in public parks, and 120 days everywhere else.
 - Planning department handles all permits except for ones in the parks.

Inver Grove Heights

- Nothing except under Large Assemblies (permit)
 - “1. Plans for any food or other concessions which will be provided or offered for sale, together with the name, address and licensing information of all concessionaires, catering services, food trucks, including licensed liquor establishments.”

Eagan

- No results in city code for food trucks
- They might classify food trucks as “outdoor food sales”
 - “Outdoor Food Sales include sale or service to the general public of prepared food or beverage from a temporary structure or stand or a mobile food unit as defined by MN State Law.”

Richfield

- Temporary food license (only mention of food truck is a check box on the first page)

Bloomington

- No exact mention of food truck license or anything (just temporary food license application)
- Says that mobile food units are a food establishment and require a normal business license:
 - “FOOD ESTABLISHMENT. Defined in Minnesota Rules Chapter 4626. FOOD ESTABLISHMENTS include, but are not limited to, restaurants, cafeterias, bars, brew pubs, clubs, cafés, coffee shops, grocery stores, delicatessens, convenience stores, lodges, resorts, retail bakeries, retail meat markets, produce stands, group childcare centers, group adult care centers, institutions, public and private schools, satellite or catered serving locations, catering food vehicles, carts, packaged retail food sales, micro markets, vending machines, mobile food units, special event food stands or other short-term food operations, and similar businesses established for the service or retail distribution of food and beverages where consumption is on or off the premises and regardless of whether there is a charge for the food or beverages.”

Oakdale

- There is a mobile food vendor license through licensing division
 - Offer annual licenses
 - Specific code section addressing food trucks

Maplewood

- Have annual license application

City Survey – Food Trucks – 04/08/2020

- License holders have to notify the city when they operate in the city (where and when)
 - If truck is operated at a single location for more than 21 days, city approval is required
 - If it operates at a single location for greater than 4 months, a CUP is required
 - License expires on Feb 28th

Roseville

- Not regulated by the city
- City permission is required for special events (special event permit).
 - Parks approval is required to use food truck at park.

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Jim Hartshorn, Community Development Director**
Date: **June 22, 2020**

Housing Improvement Area (HIA) Program Discussion

BACKGROUND INFORMATION:

As you know, one of the City Council's new initiatives includes improvement of the City's Housing stock. One option to accomplish this goal could be the creation of a Housing Improvement Area (HIA). This is an area defined by the City where housing improvements in a condominium or townhome association are made through a low-interest loan from the City.

Staff was contacted by the President of "The West" apartment complex (1450 Bidwell), asking for West St. Paul's consideration to create an HIA.

The property has some deferred maintenance items beyond the ability of the Housing Association to fund without third party involvement. Staff believes there are other associations that would move forward with improvements to their buildings if an HIA existed. If the Council would like to move forward, the association would need to petition its membership (65%) to move forward with an application to the City. The funds would come from a bond issued by the City, and the City would take on the role as the bank. Payments to associations would be in the form of a low-interest loan, and the City would perform the due diligence (for a small fee). The costs are paid through a special assessment on the property taxes. Staff met with representatives from the City of Oakdale and they provided the attached information detailing their HIA program.

FISCAL IMPACT: N/A.

STAFF RECOMMENDATION:

Review and provide direction.

ATTACHMENTS:

1. The following attached information was provided from the City of Oakdale:
 - a. Housing Improvement Area Information Sheet
 - b. Sample HIA Program Checklist
 - c. HIA Initial Application
 - d. HIA Submittal requirements and Schedule



Housing Improvement Area FAQ

What is a Housing Improvement Area?

A Housing Improvement Area (HIA) is a defined area of the City where housing improvements in a condominium or townhome association are made through a low-interest loan from the City. Minnesota Statutes 428A governs HIA establishment.

Why is the City involved in this program?

The quality of the City's housing stock is crucial to the overall vitality of the community, thus the City finds value in supporting a neighborhood's desires to reinvest and improve the condition of their properties so the City remains a beautiful place to live, work, and play.

How can my association get an HIA started?

The first step is to meet with City staff to discuss your planned improvement project and the general terms and process of HIA financing. The next step is to submit the initial application form and the submittal information required by the application. The City will then review the initial application and provide an estimate of the financing terms for the HIA loan.

After the association has made the initial application to the City and has received an estimate of the financing terms for an HIA loan, then the association must present to the City a petition signed by 65% of the owners in the association. This petition enables the continuation of the application process. The City Council still must approve the HIA and the owners will have an ability to veto the establishment of the HIA. Along with the petition, the association will be required to provide additional information in a final application submittal.

What role does the City play in this process?

The City simply plays the role of the bank. An association petitions the City for a low-interest loan, and the City performs due diligence and provides proper notification to owners of the pending request.

What improvements are eligible through an HIA?

Improvements must be made to common interest elements in the association. Examples include (but are not limited to) roofing, siding, roadways, driveways, walkways, and landscaping. Privately owned elements, such as kitchens and bathrooms, are not eligible.

How much will it cost?

The association determines the desired loan amount based on a number of factors, including which common-interest elements are in need of repair and how much they can afford to borrow. The City charges a minimal application fee, and the applicant is also responsible for third party costs incurred throughout the process (bond counsel fees etc.).

How will we pay for it? Will it increase my monthly association dues?

The cost of the improvements are divided amongst owners and paid bi-annually with a resident's property taxes. The costs are placed as a special assessment on the property tax statement.

What happens if someone doesn't pay?

Because HIA costs are treated similarly to a special assessment, nonpayment of the fees can lead to a foreclosure. If a property enters foreclosure, the money owed in connection with the HIA is paid first, along with any unpaid property taxes or assessments.

What if I oppose the formation of an HIA?

A public hearing will occur at the City Council to provide residents with an opportunity to comment on the HIA. Further, owners are able to veto the HIA with a petition signed by 45% of owners in the association. If no veto is received, all owners will be subject to repayment of the HIA funds.

**Standard Operating Policy
City of Oakdale**

Policy Number: EPB-021

Pages: 2

Subject: Housing Assistance – Housing Improvement Areas (HIA)

Date Approved: 2011

1.0 Purpose

- 1.1 The purpose of this policy is to establish the justification and administrative guidance for Housing Improvement Areas (HIA). This policy shall be used when reviewing and processing requests for HIA financing.
- 1.2 The City Council may, at any time and/or for any reason, amend or waive any part of this policy.
- 1.3 The City Council reserves the right to deny funding for specific improvements if it determines that the improvements are not in keeping with the intent of the policy.

2.0 Authority

- 2.1 Minnesota State Statutes 428A.11 to 428A.21 provides the city with the authority to establish a Housing Improvement Area.

3.0 Goals

- 3.1 HIA financing is available when one or more of the following goals is achieved:
 - a. Provide safe and adequate housing for Oakdale residents.
 - b. Maintain the integrity of existing residential structures.
 - c. Stabilize and enhance the tax base.
 - d. Eliminate blight.
 - e. Correct housing or building code deficiencies.
 - f. Maintain FHA mortgage eligibility.
 - g. Promote energy conservation.
 - h. Other public policy goals identified by the City Council.

4.0 Eligible Uses of HIA Financing

- 4.1 Improvements eligible for financing include all common elements. Examples of common elements include, but are not limited to, siding, windows, decks, roofs, sidewalks, lighting, roads, sanitary sewer, water service, and storm sewer and other improvements as approved by the City Council.

5.0 Improvement financing

- 5.1 Housing Improvement Area financing is the financing of last resort and will only be provided when private financing is not possible. Evidence, in the form of a letter or other evidence from a lender acceptable to the city that the association has pursued and is unable to secure private financing shall be provided to the city.
- 5.2 Methods of providing funding for improvements include:
 - a. Bonds issued by the city.
 - b. Cash provided by the city.
 - c. A combination of bonds issued and cash provided by the city.
- 5.3 The term of the financing shall be the shortest term possible, but not longer than 20 years, while still ensuring the annual fee is affordable. The preferred term is 10 years or less.

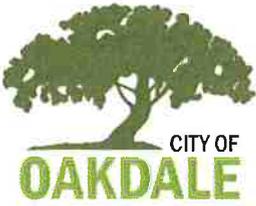
- 5.4 The city prefers that the aggregate amount of all requests be \$500,000 before the city considers bond financing.
- 5.5 Financing Interest Rate:
 - a. If the city finances the improvements with bonds the interest rate charged to the association shall be the bond rate plus 1.5%.
 - b. If the city finances the improvements with cash the interest rate charged to the association shall be the approximate rate currently received on the City's investment portfolio plus 1.5%.
- 5.6 The financing structure shall receive a favorable review by the city's financial advisor and bond counsel.
- 5.7 The Association shall pay the total amount of all third party costs. Costs include staff time to prepare, review, and administer the application by the city's staff, financial advisor, and bond counsel. If the Housing Improvement Area is not implemented for any reason, the Association must still pay all costs related to the preparation and review of the application.
- 5.8 The Association shall provide satisfactory financial guarantees to ensure the repayment of the HIA financing and the performance of the administrative requirements of the development agreement. Financial guarantees may include, but are not limited to, the pledge of the association's assets including reserves, operating funds and/or an agreement to assess charges upon individual units.
- 6.0 Approval Criteria
- 6.1 The application for HIA financing must be from the Association. The application must be accompanied by a fee, as set by resolution by the City Council.
- 6.2 Applications will only be accepted annually and must be submitted before March 1.
- 6.3 Priority will be given to applications that best meet the program goals.
- 6.4 The project must be in accordance with the Comprehensive Plan and Zoning Ordinances, or required changes to either of the former must first be approved by the City Council.
- 6.5 The Association must adopt a financial plan, prepared by an independent third party that complies with Minnesota Statutes 515B.3-114 through 515B.3-1141.
- 6.6 The Association must enter into a development agreement with the City. The agreement includes, but is not limited to the following elements:
 - a. Establishment of a reserve fund.
 - b. Staffing requirements.
 - c. Annual reporting requirements.
 - d. Conditions of disbursement.
 - e. Required dues increases.
 - f. Notification to new owners of levied fees.
- 6.7 The proposed project should be supported by a petition of at least 65% of the owners within the Association requesting the creation of the HIA.
- 6.8 All taxes, fees and charges must be current on common areas.
- 6.9 A fee is required at the time of application, as established by the City Council.



HIA ADMINISTRATIVE CHECKLIST

Date	Complete	Requirement
_____	<input type="checkbox"/>	Petition received by City signed by at least 65% of the Association membership.
_____	<input type="checkbox"/>	Council adopts resolution to accept petition, initiate process, and call public hearing regarding Ordinance and Fee Resolution.
_____	<input type="checkbox"/>	Public Hearing Notice published in local newspaper regarding Ordinance and Fee Resolution. (7 days prior to hearing)
_____	<input type="checkbox"/>	Notice regarding Ordinance and Fee Resolution mailed to each owner. (10 days before hearing)
_____	<input type="checkbox"/>	Public Hearing held at City Council regarding Ordinance and Fee Resolution. Ordinance may be adopted at this meeting, but must be adopted within 6 months of the hearing. Fee may not exceed amount listed in published and mailed notice.
_____	<input type="checkbox"/>	Summary of Ordinance and Fee Resolution mailed to each owner within 5 days of adoption.
_____	<input type="checkbox"/>	Ordinance filed with Commission of MN Dept. of Revenue within 30 days of adoption.
_____	<input type="checkbox"/>	Ordinance and Fee Resolution become effective 45 days after adoption, assuming no veto is received.
_____	<input type="checkbox"/>	Development Agreement approved by City Council. (After 45-day veto period or before veto period with approval contingent on a lack of veto.)
May 15, 20__	<input type="checkbox"/>	First HIA payment due

_____		Fund Disbursement Schedule if financed by G.O. Bonds
_____	<input type="checkbox"/>	Prepayment period expires (60 – 90 days after effective date of Fee Resolution).
_____	<input type="checkbox"/>	City Council authorizes Sale of Bonds (after effective date of Ordinance and Fee Resolution and execution of Development Agreement).
_____	<input type="checkbox"/>	Bond closing; proceeds available for disbursement in accordance with Development Agreement.
_____		Fund Disbursement Schedule if financed with City funds
_____	<input type="checkbox"/>	Funds available for disbursement in accordance with Development Agreement any time after effective date of Ordinance and Fee Resolution and execution of Development Agreement.



COMMUNITY DEVELOPMENT
DEPARTMENT
1584 Hadley Avenue N
Oakdale, MN 55128
Phone: 651-739-5086
www.ci.oakdale.mn.us

APPLICATION FEE	ESCROW
\$500	

Contact: Linnea Graffunder-Bartels
linnea@ci.oakdale.mn.us
Phone: 651-730-2721

HOUSING IMPROVEMENT AREA INITIAL APPLICATION

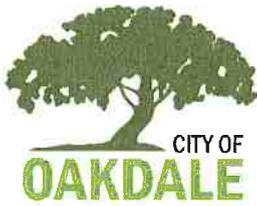
APPLICANT INFORMATION	
Association Name:	
Contact Person:	
Address:	
City:	State:
Business Phone:	Alternate Phone:
Email:	

PROJECT INFORMATION
Project Description:
Project Estimated Start/End Date:

FINANCIAL INFORMATION	
Association Funds for Project	\$
Loan Amount Requested	\$
TOTAL PROJECT COST	\$

SUBMITTAL MATERIALS	
The following materials must be submitted with this initial application. Additional information will be required for submission after the initial application is reviewed.	
Application fee of \$500	Check box
List of improvements to be completed and associated cost for each improvement	
Petition signed by at least 65% of the units subject to the proposed fee (to be submitted after applicant receives estimate of financing costs from the City)	

REVIEW AND DECISION BY CITY COUNCIL	
The City Council shall review the application and make a final determination of whether to approve or deny the application. Upon receiving final determination from City Council, and before any funds are disbursed, the City and the Association must enter in to a Development Agreement. <i>We, the undersigned, have read and understand the above.</i>	
Signature of Association Representative:	Date:



COMMUNITY DEVELOPMENT
 DEPARTMENT
 1584 Hadley Avenue N
 Oakdale, MN 55128
 www.ci.oakdale.mn.us

Contact: Linnea Graffunder-Bartels
 linnea@ci.oakdale.mn.us
 Phone: 651-730-2721
 Fax: 651-730-2820

HIA Submittal Requirements and Schedule

The following list identifies the submittal items and meeting schedule required by the HIA program.

#	Submittal Items and Events	Date
1.	Pre-application meeting with staff	_____
2.	Initial Application Submittal:	_____
	a. Application and fee	_____
	b. List of improvements to be completed, and the associated cost for each improvement	_____
	c. City provides estimate of financing term, interest rate, and cost for each unit, to include 3rd party costs.	_____
3.	Association membership meeting with staff to explain the HIA process	_____
4.	Final Application Submittal:	_____
	a. Petition signed by at least 65% of the housing units subject to the proposed fee.	_____
	b. Evidence that proposed improvements could not be made by the association.	_____
	c. 2-years audited financial statements	_____
	d. Association Declaration and By-Laws	_____
	e. Financial plan that provides for the maintenance and operation of the common-area elements.	_____
	f. Long range plan to conduct and finance capital improvements	_____
	g. Excel file of all unit owners complete with unit numbers and contact information.	_____
5.	City Council work session	_____
6.	Public hearing to establish the HIA area and the fee	_____
7.	Development agreement	_____
8.	45 Day veto period (from the date of public hearing). If not vetoed, funds may be distributed according to disbursement procedure.	_____

To: **Mayor and City Council**
 From: **Ryan Schroeder, City Manager**
 Date: **June 22, 2020**

Consideration of 2021 and 2022 Council Salaries

BACKGROUND INFORMATION:

On May 22, 2018, the Charter Commission met and recommended an increase in Council salaries for 2019 and 2020. This recommendation was adopted by the then sitting City Council on July 23, 2018. On February 26, 2020, the Charter Commission met and recommended increases in current Council and Mayoral salaries for 2021 and 2022. In front of Council at this time is consideration of that recommendation.

Enclosed is the survey from 2018 and an updated survey for 2020. Also enclosed is the Charter provision that relates to this issue and the ordinance which was adopted in 2018.

Under State law, a City Council can only adopt an increase in salary that takes effect after the next General Election; thus the recommendation here.

The Charter Commission is recommending consideration of the following:

Current Mayoral Salary:	\$9356
Proposed 2021:	\$9613
Proposed 2022:	\$9878
Current Council Salary:	\$7508
Proposed 2021:	\$7714
Proposed 2022:	\$7927

FISCAL IMPACT:

\$1493 in 2021 and \$1543 in 2022

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Positive consideration of the recommendation, which would result in subsequent ordinance consideration.

Charter Section 2.07. Salaries. For the faithful discharge of the duties of their respective offices, the elected official shall receive the following salaries:

The Mayor \$8,910 per year; each Councilperson \$7,150 per year. The City Manager and all other officers and employees of the City shall receive such salaries or wages as may be fixed by the Council.

Subd. 2. Prior to June of every even-numbered year, the Commission shall review and may adopt a charter amendment increasing the salaries of the Mayor and Council. Salary increased shall take effect pursuant to statute.

**2018
CITY COUNCIL SALARIES SURVEY**

CITY	POPULATION	MAYOR	COUNCIL MEMBER
Chanhassen	25,469	\$ 6,000	\$ 4,800
Forest Lake	19,600	\$ 6,500	\$ 5,500
Ramsey	26,206	\$ 8,000	\$ 6,000
New Brighton	22,496	\$ 8,600	\$ 7,000
West St. Paul	19,746	\$ 8,910	\$ 7,150
Rosemount	23,911	\$ 9,200	\$ 7,000
Shoreview	26,548	\$ 9,348	\$ 6,936
Hastings	22,602	\$ 9,400	\$ 7,200
Chaska	26,016	\$ 9,500	\$ 7,100
Champlin	24,231	\$ 9,550	\$ 6,610
Hopkins	18,105	\$ 9,560	\$ 7,325
Crystal	23,028	\$ 10,620	\$ 8,170
Fridley	27,476	\$ 10,689	\$ 7,762
Prior Lake	25,863	\$ 11,592	\$ 9,156
South St. Paul	20,217	\$ 12,300	\$ 8,700
New Hope	20,877	\$ 12,636	\$ 9,230
Golden Valley	21,376	\$ 12,825	\$ 9,598

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

ORDINANCE NO. 18-11

**AN ORDINANCE AMENDING WEST ST. PAUL CITY CHARTER
SECTION 2.07 SUBD. 1 AND CITY CODE
SECTION 30.04 REGARDING MAYOR AND COUNCIL SALARIES**

The City Council of West St. Paul does ordain:

SECTION 1. AMENDMENT. West St. Paul City Charter Section 2.07 subd. 1 is hereby amended as follows:

Section 2.07 Salaries. Subd. 1. For the faithful discharge of the duties of their respective offices, the elected official shall receive the following salaries: The Mayor ~~\$8,910~~ \$9,356 per year; each Councilperson ~~\$7,150~~ \$7,508 per year. The City Manager and all other officers and employees of the City shall receive such salaries or wages as may be fixed by the Council.

SECTION 2. AMENDMENT. West St. Paul City Code Section 30.04 is hereby amended as follows:

30.04 SALARIES.

(A) The Mayor's salary is ~~\$8,910~~ \$9,356 per year.

(B) A Council member's salary is ~~\$7,150~~ \$7,508 per year.

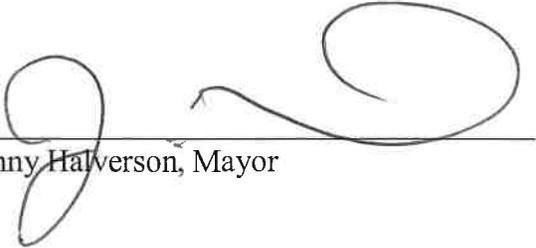
SECTION 3. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The ordinance increases the salaries of the Mayor and Council from \$8,920 to \$9,356 for the Mayor and from \$7,150 to \$7,508 for Council members. The salaries are included in both the City Charter and the City Code.

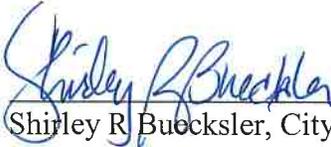
SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect 90 days after its passage and publication according to law.

Passed by the City Council of the City of West St. Paul, Minnesota, this 23rd day of July 2018.

Attest:



Jenny Halverson, Mayor



Shirley R. Bucksler, City Clerk

Mayor and Council Stipends from LMC DATA February 2020

Mayoral		Council		
\$12,825	Golden Valley	\$9,625	Brooklyn Center	
\$12,646	New Hope	\$9,598	Golden Valley	
\$12,572	Brooklyn Center	\$9,516	New Hope	
\$12,300	South St. Paul	\$8,700	South St. Paul	
\$10,689	Fridley	\$7,762	Fridley	
\$9,828	Shoreview	\$7,500	White Bear Lake	
\$9,600	Hastings	\$7,325	Hopkins	
\$9,600	White Bear	\$7,296	Shoreview	
\$9,560	Hopkins	\$7,200	Hastings	
\$9,550	Champlin	\$7,100	Chaska	MID PT
\$9,500	Chaska	\$7,000	Rosemount	MID PT
\$9,200	Rosemount	\$6,750	Mounds View	
\$8,000	Ramsey	\$6,610	Champlin	
\$7,500	Mounds View	\$6,000	Ramsey	
\$6,700	Little Canada	\$5,850	Little Canada	
\$6,400	North St. Paul	\$5,200	North St. Paul	
\$6,000	Ham Lake	\$4,900	Ham Lake	
\$4,900	Waconia	\$4,000	Waconia	
\$4,500	Mound	\$3,600	Rogers	
\$4,200	Rogers	\$3,000	Mound	
\$8,804	Average	Average	\$6,727	
\$9,356	WSP	\$7,508	WSP	
Charter Commission Proposal				
\$9,613	2.75%	2021	\$7,714	
\$9,878	2.75%	2022	\$7,927	