

Economic Development Authority
1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118

ECONOMIC DEVELOPMENT AUTHORITY MEETING
MUNICIPAL CENTER COUNCIL CHAMBERS
MAY 23, 2016

Immediately Follows the Regular City Council Meeting

1. Call To Order

2. Roll Call

3. Adopt Agenda

4. EDA Consent Agenda Items

4.A. Meeting Minutes

Documents:

[5-09-16 EDA MINS.PDF](#)

4.B. April Budget Report

Documents:

[APRIL 2016 BUDGET TO ACTUAL REPORT.PDF](#)

5. Commissioner Comments

6. New Business

6.A. Proposed Changes To Commercial Replacement Sign Grant Program

Documents:

[EDA - PROPOSED SIGN GRANT CHANGES.PDF](#)

6.B. Sign Replacement Grant Application - 992 Robert Street (Bernard Plaza)

Documents:

[EDA - SIGN GRANT APPLICATION.PDF](#)

6.C. Closed Session To Discuss Purchase Offer For Five EDA Properties

- 270 Annapolis Street East
- 804 Dodd Road
- 158 Haskell Street
- 831 Deppe Street
- 848 Allen Avenue

Documents:

[EDA - PURCHASE OFFER FOR LOTS.PDF](#)

7. Old Business

8. Adjourn

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

**City of West St, Paul
Economic Development Authority Minutes
May 9, 2016**

1. Call to Order

President David Meisinger opened the work session at 8:45 p.m.

2. Roll Call

Present: President David Meisinger and Commissioners Pat Armon, Ed Iago, Jay Bellows, Dave Napier, Dick Vitelli and Jenny Halverson.

Others: City Manager Matt Fulton, Executive Director/Community Development Director Jim Hartshorn, City Attorney Korine Land, Finance Director/Treasurer Joan Carlson and City Clerk/Secretary Chantal Doriott.

3. Adopt Agenda

The agenda was approved

4. EDA Consent Agenda Items

4. A. Meeting Minutes of April 25, 2016

Motion was made by Com. Halverson and seconded by Com. Armon to approve the April 25, 2016 meeting minutes as presented. All commissioners present voted aye. Motion carried.

5. Commissioner Comments

Commissioner Armon said Shop Robert.

President Meisinger added Shop Robert.

Commissioner Napier reminded everyone there is access off Livingston to the 5-8 Club. Staff is working on other business access through the Guild, Inc. parking lot.

Commissioner Vitelli urges everyone to eat on Robert Street. Our restaurants are open for your business.

6. New Business

6. A. Sign Replacement Grant Application

EDA Commissioners approved a sign replacement program last fall that would provide incentive for commercial property owners to replace their non-conforming signs with conforming monument signs. Staff reviewed the Bernard Plaza, 992 Robert Street application and felt it met the intent of the program. The monument sign would be much better looking than a sign posted on a fence. The total cost is \$12,213.00 and the requested grant amount is \$6,106.50.

Comments:

- President Meisinger said this is an asset to our community
- Com. Bellows is this a pylon sign? Replacement does not need to be a pylon sign. The policy is to replace a nonconforming sign.
- There is a question as to whether this is a conforming sign in regards to the program.
- Com. Napier supports the sign that is in place on the fence.
- Com. Vitelli said he is in favor but wants to make sure we are following parameters. Attorney Land will send Commissioners information on the sign replacement policy program.
- Com. Armon said the sign is already in place and he is supportive.

Motion was made by Com. Iago and seconded by Com. Napier to approve the application for Bernard Plaza as presented in the amount of \$61,206.50 contingent upon review of the replacement policy. All commissioners present voted in favor. The motion carried.

7. Old Business

260 Marie Avenue

The owners of Westview Park Apartments have owned these apartments for many, many years. They are only asking for a zoning amendment and a redevelopment grant of possibly \$25,000 for demolition.

Comments:

- Com. Vitelli is supportive for this area. It would get that blighted property off the market.
- Executive Director Hartshorn said they are not looking for TIF but \$25,000 for demolition work. President Meisinger is supportive of redevelopment.
- Com Bellows is supportive.
- Com. Armon is open to the concept but there are some questions he would like answered such as what do they mean by market rate rents and what kind of amenities are they thinking about for the expansion.
- Com. Iago said Westview runs a nice establishment and he is supportive.
- Com. Napier would like to get more information.

Executive Director Hartshorn will ask the owners of Westview Park Apartments to present their potential project at the next EDA work session on May 23.

8. Adjourn

Motion was made by Com. Bellows and seconded by Com. Halverson to adjourn the EDA meeting at 9:01 p.m.

Chantal Doriott
Chantal Doriott
City Clerk/Secretary
City of West St. Paul

City of West St Paul

Economic Development Authority

Income Statement

Through 04/30/2016

	2016 Budget	April Transactions	2016 YTD Actual	Budget - YTD Transactions	% used/ Rec'd
REVENUE					
Tax - Ad Valorem-Current	300,000.00	.00	.00	300,000.00	0%
Investment - Interest	10,000.00	.00	.00	10,000.00	0%
Other Interest Earnings	50,000.00	.00	.00	50,000.00	0%
Misc Revenue - All Other	6,000.00	.00	16,700.00	(10,700.00)	278%
REVENUE TOTALS	\$366,000.00	\$0.00	\$16,700.00	\$349,300.00	1%
EXPENSE					
Salaries - Full Time Reg	121,000.00	13,413.60	42,972.34	78,027.66	36%
Contributions - PERA	9,100.00	1,006.02	3,222.93	5,877.07	35%
Contributions - FICA	9,250.00	942.43	2,998.46	6,251.54	32%
Contributions - Health In	13,200.00	1,306.31	5,225.24	7,974.76	40%
Contributions - OthGrplns	330.00	26.75	107.00	223.00	32%
Supplies - Office	300.00	.00	.00	300.00	0%
Supplies - General	500.00	.00	11.77	488.23	2%
Auditing Services	2,000.00	.00	.00	2,000.00	0%
Legal Fees	15,000.00	1,136.50	2,494.50	12,505.50	17%
Travel,Conference,Schools	5,000.00	476.14	966.32	4,033.68	19%
Advertising	5,000.00	.00	.00	5,000.00	0%
Postage	500.00	.00	.71	499.29	0%
Printing & Publishing	1,000.00	.00	.00	1,000.00	0%
Insurance - Gen Liability	1,500.00	.00	1,530.00	(30.00)	102%
Contractual - Misc Servic	74,125.00	7,753.13	57,392.13	16,732.87	77%
Subscriptions,Memberships	775.00	.00	250.00	525.00	32%
Misc Expenses	1,500.00	563.05	613.72	886.28	41%
Business Subsidy	175,000.00	15,000.00	18,340.04	156,659.96	10%
EXPENSE TOTALS	\$435,080.00	\$41,623.93	\$136,125.16	\$298,954.84	31%
REVENUE TOTALS	366,000.00	.00	16,700.00	349,300.00	1%
EXPENSE TOTALS	435,080.00	41,623.93	136,125.16	298,954.84	31%
NET	(\$69,080.00)	(\$41,623.93)	(\$119,425.16)	\$50,345.16	

Cash Balance:

12/31/2015	401,333
1/31/2016	385,692
2/29/2016	366,557
3/31/2016	316,084
4/30/2016	279,260

TO: EDA PRESIDENT AND BOARD
FROM: EXECUTIVE DIRECTOR
DATE: MAY 23, 2016



City of West Saint Paul

SUBJECT:

Proposed Changes to the Sign Replacement Grant Program

BACKGROUND INFORMATION:

At the last EDA meeting, the Board requested changes to the commercial sign replacement program policy.

Attached is a redline copy of proposed changes for review on Monday.

EXPENSES:

	N/A	Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the attached proposed Commercial Sign Replacement Grant Program changes.

ATTACHMENTS:

- Redline Copy of Proposed Changes to the Commercial Sign Grant Program.

**CITY OF WEST ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY (EDA)
COMMERCIAL SIGN REPLACEMENT GRANT PROGRAM**

Purpose

The purpose of the program is to provide financial assistance to existing businesses ~~with for~~ the replacement or improvement of outdated, dilapidated or less desirable permanent non-conforming signs (e.g. pylon signs) with more attractive conforming signs (e.g. monument signs), according to Section 37 of the Zoning Ordinance that conform to the requirements of all City ordinances.

Matching Grant:

- Minimum allowed is \$5,000
- Maximum allowed is \$10,000
- Businesses/Property Owners are eligible for only one grant from the City/EDA per year.

Eligible Properties:

- Businesses that are zoned for commercial uses, as shown in the Comprehensive Plan.
- Properties that are not the recipient of tax increment financing, tax abatement or other City financing programs.

Eligible Owners :

Only an existing property owner is eligible to apply.

Eligible Projects:

Replacement/modification of existing permanent ~~non-conforming~~ signs such as pylon signs, rooftop signs, projecting signs, etc. that are non-conforming, prohibited, illegal, abandoned or in a state of disrepair to with more attractive conforming signs, such as, but not limited to monument signs, awning signs, changeable copy signs or wall signs according to Section 37 of the Zoning Ordinance.

Ineligible Projects:

- Modification of an existing non-conforming signs in such a manner ~~which that it~~ remains ~~in non-conformance~~ conforming.
- ~~New signage that does not include the removal of existing non-conforming signage.~~

- Temporary signs
- Modification of any prohibited sign listed in city code §153.434, including, but not limited to balloon signs, illegal signs, portable signs, projecting signs, rotating signs, video display signs, signs affixed to a fence, permanent banners
- Modification of any pylon signs, except as allowed in the I-2 zoning district

TO:
FROM:
DATE:

**EDA PRESIDENT AND BOARD
EXECUTIVE DIRECTOR
MAY 23, 2016**



City of West Saint Paul

SUBJECT:

Sign Replacement Grant application – 992 Robert Street (Bernard Plaza).

BACKGROUND INFORMATION:

Last August, the Board approved a Sign Replacement program to provide an incentive for commercial property owners to replace their non-conforming pylon signs with conforming monument signs. There are currently 51 non-conforming free-standing signs in WSP. Staff budgeted for approximately 12 sign applications this year. The program offers matching grants ranging from \$5,000 to \$10,000. The building owner must match the requested grant amount. There are funds available for approximately 12 monument signs this year.

Staff has reviewed the attached application and believes it will meet the new policy qualifications as detailed in the attached new guidelines. The total cost is \$12,213.00. The requested grant amount is \$6,106.50.

EXPENSES:

		Amount
Fund:	Econ. Dev. Fund	
Department:	Community Development	
Account:	209-41121-40495	\$6,106.50

STAFF RECOMMENDATION:

Approve the attached application for \$6,106.50 for a new monument sign for Bernard Plaza.

ATTACHMENTS:

- Sign Replacement Program Application
- Drawing of proposed monument sign
- Picture of current sign (attached to fence)



City Hall
 1616 Humboldt Avenue
 West St. Paul, MN
 55118-3972
 651-552-4100
 FAX 651-552-4190
 TDD 651-322-2323
www.cityofwsp.org

COMMERCIAL SIGN REPLACEMENT GRANT APPLICATION

Business Information: STS Properties, LLC	992 Robert Street South Address including zip code West St. Paul, MN 55118	
Business Name	Phone 651-895-3355	Email stjproperty@gmail.com
Property Owner Information: (if different)	Address including zip code	
Owner Name	Phone	Email
Sign Company Information: (Required) Graphic House	9204 Packer Drive, Wausau, WI 54401 Address including zip code	
Company Name	Phone 715-842-0402	Email chuck@graphichouseinc.com
Description of Project: replace nonconforming metal sign @ parking lot entrance with new LED illuminated monument sign. Provide electrical service in existing conduit by licensed electrician.		
*Application requires submittal of a Sign Plan from a Sign Company providing depictions and dimensions of proposed signage - Please attach		

PROPERTY TAXES

Are real estate property taxes current? Yes X No _____

Are there any assessments against the property? Yes _____ No X

GRANT REQUEST

REQUESTED GRANT AMOUNT: \$ 6106.50
 (Min: \$5,000, Max: \$10,000)

APPLICANT CONTRIBUTION: \$ 6106.50
 (equal match required)

TOTAL ESTIMATED COSTS: \$ 12,213

SIGNATURES

[Signature]
 Signature of Owner (Required)

651-895-3355
 Phone Number

 Signature of Applicant (If different)

 Phone Number

KENT →
OPTICAL
651-451-6011



Progressive Electric, Inc.

286 Betty Lane - West St. Paul - MN – 55118

Phone: 651-330-4449

FAX: 651-330-4449

April 15, 2016

STJ Properties, LLC
2216 Copperfield Drive
Mendota Heights, MN 55118

Atten: Joe Geherts

Re: Install wiring to new monument sign.

Dear Joe,

We propose to furnish and install wiring to the new monument sign located at 992 Robert Street, W. St. Paul, MN 55118. This includes pulling wires from existing house panel in building out to sign, and making all connections in monument sign. Also installing disconnect, and time clock.

Base Bid: **\$975.00**

If you have any questions on this, or any other associated matter, please feel free to contact me at (651) 592-9261. We look forward to working with you on this project.

Sincerely,



Terry Pothen - Estimator
Progressive Electric, Inc.



7775 Main Street NE
Fridley, MN 55432
763-754-2899
www.albrechtsgncompany.com

Project: Robert & Bernard Crossings
Proposal To: Joe Gehrts
Phone: 651-895-3355
E-mail: stjproperty@gmail.com
Proposal Date: 3/14/16
Salesperson: Dave Albrecht
Job Address: 992 Robert St. S
West St. Paul, MN 55118

Albrecht Sign Company, Inc. proposes to furnish all labor and material as needed to complete the following scope of work:

- Fabricate and install one multi-tenant monument sign (includes excavation, pipe, concrete and electrical hookup to existing power at the sign location.

Total bid price: \$ 14,678.00

Notes:

- Sign Permit(s), Electrical Permit(s), and Office Staff fees are not included in bid price.
- Permit application will be submitted upon receipt of signed proposal & down payment.
- Production of project will begin after all permit(s) are approved from the city officials.
- Bid does not include final primary electrical connection unless otherwise noted.
- No private locates included unless otherwise noted.
- No solid or excess rock encounters included.
- No excessive dewatering included.
- No premium hours included unless otherwise noted, all work is to be performed on straight time, regular hours.
- ASC is not responsible for damages to existing utilities, private underground wires, sprinkler lines, etc. that have not been located.
- **Terms: 50% down; balance due upon completion**

I accept the prices, terms; conditions and or specifications listed here, and hereby authorize Albrecht Sign Company, Inc. to perform the work as specified.

Authorized signature from Albrecht Sign Company:

Authorized signature from Customer:

Note: This proposal may be withdrawn by Albrecht Sign Company, Inc. if not accepted in 30 days

Customer signature

Date accepted

TERMS AND CONDITIONS OF SALE

EXHIBIT A

In accordance with the usage of trade, assent to the terms and conditions set forth below shall be conclusively presumed from acceptance of all or any part of the sign(s) ("Sign(s)") ordered. All proposals, negotiations, and representations, if any, regarding this transaction made prior to the date of this acknowledgment are merged herein.

PAYMENT. Unless stated differently on the face of the invoice, terms are net thirty (30) days from the date of the invoice on approved credit. All invoices not paid within thirty days of invoice shall be subject to interest which shall accrue at the rate of 1.5% per month (18% annually), or the maximum rate allowed by law, whichever is less. Customer shall have no right of set off to Albrecht Sign in satisfaction of any claims asserted against Albrecht Sign by Customer. Albrecht Sign may at its sole discretion alter or suspend credit.

TITLE AND OWNERSHIP. The sale of the Sign to Customer constitutes a cash sale and title to and ownership of the Sign purchased under this Agreement shall pass to Customer upon Albrecht Sign Company's ("Albrecht Sign") receipt of payment in full for the Sign. Albrecht Sign shall retain all right, title and interest in the Sign until Customer's cash payment is received or its check honored, despite Albrecht Sign's delivery and Customer's possession of the Sign. All artwork or designs that are created by Albrecht Sign shall continue to be owned by Albrecht Sign and Customer may not use the artwork or designs without Albrecht Sign's written permission. Without limiting the generality of the foregoing, Customer may not reproduce or copy any artwork or design or transfer, assign, sublicense, loan, disclose or otherwise make available all or any portion of such artwork or design to any other person or entity, without the prior express written consent of Seller.

REMEDIES. If Albrecht Sign determines, in its sole discretion, that Customer is in default under any of its obligations under this Agreement, Albrecht Sign, with or without notice to Customer, shall have the right to use and Customer hereby consents to the use of any of the following remedies, concurrently or separately, without election of remedies being deemed to have been made: (a) Albrecht Sign may enter upon Customer's premises and without any court order or other process of law may repossess and remove the Sign, with or without notice to Customer; Customer hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling; Customer further expressly consents to Albrecht Sign's entry of the premises; (b) Albrecht Sign may require Customer to return the Sign in good repair, by delivering the Sign packed and ready for shipment, to such place as Albrecht Sign may specify; (c) Albrecht Sign may cancel or terminate this Agreement and may retain any and all prior payments made by Customer; (d) Albrecht Sign may declare all sums due and to become due under this Agreement immediately due and payable, without notice or demand to Customer; (e) if the Sign is permanently affixed to real property, Customer acknowledges and agrees that the Sign shall constitute a lienable permanent improvement and Albrecht Sign may file a mechanic's lien on the improved real property for labor and material provided; or (f) Albrecht Sign may pursue any other remedy available at law, by statute or equity. No single or partial exercise by Albrecht Sign or any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy. If Albrecht Sign hires an attorney who is not a salaried employee to collect what is owed under this Agreement or to regain possession of the Sign, Customer agrees to pay Albrecht Sign's reasonable attorneys' fees and costs incurred therein.

CUSTOMER'S REPRESENTATIONS AND WARRANTIES. If Customer has entered into this agreement as a business entity and not as an individual, Customer represents, warrants and certifies that it is a business duly organized validly existing and in good standing and is licensed or qualified to transact business under the laws of the State of Minnesota. Customer further represents, warrants and certifies that it has all requisite power and authority to carry on its business, including authority to execute and deliver and to perform all of its obligations under this agreement. In the event that Customer breaches this warranty, the individual who has executed this agreement shall be solely liable to Albrecht Sign for all of Customer's obligations hereunder.

ALBRECHT SIGN'S WARRANTIES: Albrecht Sign agrees to warrant all Sign(s) in accordance with the terms of its standard warranty for each Sign, as modified from time to time in Albrecht Sign's sole discretion. Albrecht Sign's sole obligation to Customer shall be limited to the repair or replacement of the Sign, at Albrecht Sign's option, of defective products returned to Seller at the sole expense of Buyer or initial retail purchaser. **THE FOREGOING REMEDIES ARE EXCLUSIVE. SELLER MAKES NO OTHER EXPRESS WARRANTY. SELLER DISCLAIMS, AND BUYER WAIVES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

ALBRECHT SIGN LIABILITY: In no event shall Albrecht Sign's liability for breach under this Agreement exceed the amount of the invoice price of the Sign sold or the services provided. Albrecht Sign shall not have any obligation or liability to Customer for any incidental or consequential damages whatsoever sustained or alleged to have sustained by Customer (including any expenses incident thereto), arising out of or related to these Terms and Conditions. The "consequential damages" shall be deemed to include the following; loss of use, revenue, income, or anticipated profits; loss of Sign, materials or property handled or processed with the use of the Sign; and damage to, loss or destruction of property.

EFFECT OF AGREEMENT: All rights of Albrecht Sign shall inure to the benefit of its successors and assigns, and all obligations of Customer shall bind Customer's heirs, legal representatives, successors and assigns. If there is more than one Customer, obligations of such Customers shall be joint and several.

MISCELLANEOUS: If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this agreement, the affected provisions shall be considered amended to conform thereto, but all other provisions hereof shall remain in full force and effect. The laws of Minnesota shall govern over the terms of this agreement. The exclusive jurisdiction for the resolution of any and all disputes between the parties shall be the State or Federal Courts located in Hennepin County, Minnesota. This writing is the full and complete agreement between the parties. Any modifications of this agreement must be made in writing and executed by both parties. Waiver by Albrecht Sign of a breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.

Initial : _____



PROPOSAL

Proposal #: 17468

9204 Packer Dr. Wausau, WI 54401
Ph: 715-842-0402 Fax: 715-848-9108 www.graphichouseinc.com

Proposal Date: 03/17/16
Customer #: 2965
Page: 1 of 4

SOLD TO:	JOB LOCATION:
STJ PROPERTIES 992 ROBERT STREET S WEST ST PAUL MN 55118-1447	STJ PROPERTIES 992 ROBERT STREET WEST ST PAUL MN 55118 REQUESTED BY: JOE

Graphic House, Inc. (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #9097 6'-0" x 7'-0" double face formed aluminum cabinet, white polycarbonate faces, bronze vinyl background, white copy on header face, (4) tenant faces, (3) have four standard color vinyl on white background, "Farmers Insurance" graphics are imaged/laminated vinyl, illuminated with white LED's, photocell included, formed aluminum cap, reveal & cladding, cladding to have a painted stucco finish, sign is supported by one steel tube direct set at 9'-0" overall height, manufactured.	\$8,063.00	\$8,063.00
1	QUOTE #90971 Install (1) 9'-0" x 7'-0" double face formed aluminum monument sign is supported by one steel tube direct set into standard soil conditions at 9'-0" overall height.	\$3,175.00	\$3,175.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$11,238.00

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION
(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

WHO OWNS PROPERTY THE SIGN WILL BE INSTALLED ON? _____

ALL ACCOUNTS ARE DUE UPON INSTALLATION/DELIVERY

ALL SIGNS ARE WIRED AT 120 VOLTS UNLESS THE CLIENT IDENTIFIES OTHERWISE IN WRITING.

ALL WARRANTIES WILL BE NULL AND VOID IF FINAL INVOICE IS NOT PAID IN FULL WITHIN 45 DAYS FROM INVOICE DATE.

CHECKS RETURNED FOR NON-SUFFICIENT FUNDS WILL BE SUBJECT TO AN ADDITIONAL \$50.00 FEE.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



9204 Packer Dr. Wausau, WI 54401
Ph: 715-842-0402 Fax: 715-848-9108 www.graphichouseinc.com

PROPOSAL
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ELECTRICAL TO SIGNAGE IS NOT PART OF THIS QUOTE. FINAL ELECTRICAL HOOK UP IS CLIENTS RESPONSIBILITY. ALL SIGNS WIRED TO UL SPECIFICATIONS, UNLESS OTHERWISE NOTED.

DELIVERY OF SIGNAGE IS BASED ON 8 TO 10 WEEKS FROM CLIENT AUTHORIZATION AND PERMIT APPROVAL. ADDITIONAL CHARGES WILL APPLY FOR DATE SPECIFIC AND EXPIDITED DELIVERY. ELECTRONICS WILL REQUIRE ADDITIONAL TIME FOR DELIVERY.

PERMIT TO BE OBTAINED BY: CLIENT GRAPHIC HOUSE, INC.
IF PERMIT IS TO BE OBTAINED BY G.H.I., ADDITIONAL FEES WILL APPLY.

NOTE: This proposal may be withdrawn by Graphic House, Inc. if not accepted within 45 days.

TERMS AND CONDITIONS

Client is responsible for flagging of property owner’s utilities, such as, but not limited to: sprinkling/watering systems, parking lot lighting, landscaping lighting, storm/sanitary sewers, or any other utility that the customer may have buried, etc.

All in-ground bases are engineered for standard soil conditions. Non-standard conditions, such as: sandy soil, clay soil, rocky terrain, water, etc. which require additional concrete, labor, forming, etc. will be at an additional time and materials charge.

Client is responsible for providing Graphic House, Inc. with clear access to sign installation area(s) for all vehicles (trailers, backhoes, concrete trucks) required for proper installation of signage.

Client has identified the location in which the signage is to be installed. Client is responsible to have existing signage meet all state and local codes, and additional work to bring existing signage to code will be billed at time and materials. The client has the sole responsibility for the structural integrity of all existing structures to support the signage. Graphic House, Inc. is not responsible for any damage that may occur to sign installation areas such as (landscape, blacktop, etc. or otherwise). Graphic House, Inc. will not be responsible in any way for penetrations through roof membranes or wall materials or for any leakage or water damage resulting from any penetrations.

Graphic House, Inc. hereby warrants the sign display against defective workmanship in construction and assembly for a one year period from the date of the invoice. Lighting systems and all electrical components excluding light bulbs will also be under warranty. Light bulbs have a warranty for only ninety days. Graphic House, Inc. does not warranty flags. All labor for repair of electronic message centers or time and temperature units are covered under warranty for 90 days from date of installation. All components/parts for electronic message centers or time and temperature units are covered under warranty as outlined by manufacturer. No other warranties or guarantees are expressed or implied, either written or verbal. All warranties will be null and void if anyone other than Graphic House, Inc. services or maintains the signage specified on this proposal.

Our warranty, and warranties by stand-alone subassemblies manufactured by other companies, are based solely on the client’s responsibility to properly maintain, service and clean these sign components at no longer than each six month interval. This warranty does not apply to vandalism, misuse, acts of God, and war.

Any deviation from prints or altered foundations will weaken the structure to the point that it may fail. This structure is engineered to hold only the signage specified. Do not add additional signage to the structure.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



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Proposal #: 17468

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Ph: 715-842-0402 Fax: 715-848-9108 www.graphichouseinc.com

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Page: 3 of 4

Any changes in the plans or specifications from the date this proposal and prints are approved and authorized will result in an administrative fee of \$100 per change plus the cost of the change. Any changes or extras may extend the time to complete the manufacturing and/or services specified.

Any alteration or deviation from the above specifications involving extra costs will be executed and will become an extra charge over and above the estimate, together with the terms and conditions set forth in the attached addendum which is incorporated herein in its entirety. All agreements contingent upon strikes, accidents or delays beyond our control.

As required by the Wisconsin construction lien law, Graphic House, Inc. hereby notifies the owner that the person or companies furnishing labor or materials for the construction on the owner's land, may have lien rights on the owner's land and building for unpaid costs. Those entitled to these lien rights, in addition to the undersigned contractor are those who contract directly with the owner or those who give the owner notice within sixty days after they first furnish labor or materials for the construction. Accordingly, the owner will probably receive notice from those who furnish labor or materials for the construction and should give a copy of each notice received to the mortgage lender, if any. The contractor agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are fully paid.

If collection action is required to collect a past due account, client agrees to pay the invoiced amount due, together with interest at the contract rate of (1.5%) per month, (18% annual) and costs of collection, including all attorney's fees incurred by Graphic House, Inc. in exercising its rights or remedies hereunder or enforcing any of the terms and conditions in this proposal. It is agreed that all legal disputes of any nature will be litigated in Marathon County, Wisconsin.

Graphic House, Inc. makes no representations and assumes no responsibility for compliance of signage with Federal, State or local signage regulations or ordinances, except as such requirements are specifically set forth in any permit issued for the signage. Client is solely responsible for determining the size, location and character of signage to Client's satisfaction and as permitted under applicable regulations and ordinances.

This proposal will be a binding contract upon written authorization by Client and written acceptance by Graphic House, Inc. and supersedes all prior negotiations and discussions, oral or written, between the parties.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



9204 Packer Dr. Wausau, WI 54401
Ph: 715-842-0402 Fax: 715-848-9108 www.graphichouseinc.com

DEPOSIT INVOICE

Invoice #: DP17468

Inv Date: 03/17/16
 Customer #: 2965
 Page: 4 of 4

SOLD TO:	JOB LOCATION:
STJ PROPERTIES 992 ROBERT STREET S WEST ST PAUL MN 55118-1447	STJ PROPERTIES 992 ROBERT STREET WEST ST PAUL MN 55118 REQUESTED BY: JOE

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
JOE		CHUCK KNOECK	10/06/15	50.0% Due Upon Receipt	11/15/15

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #9097 6'-0" x 7'-0" double face formed aluminum cabinet, white polycarbonate faces, bronze vinyl background, white copy on header face, (4) tenant faces, (3) have four standard color vinyl on white background, "Farmers Insurance" graphics are imaged/laminated vinyl, illuminated with white LED's, photocell included, formed aluminum cap, reveal & cladding, cladding to have a painted stucco finish, sign is supported by one steel tube direct set at 9'-0" overall height, manufactured.	\$8,063.00	\$8,063.00
1	QUOTE #90971 Install (1) 9'-0" x 7'-0" double face formed aluminum monument sign is supported by one steel tube direct set into standard soil conditions at 9'-0" overall height.	\$3,175.00	\$3,175.00
TOTAL PROPOSAL AMOUNT			----- \$11,238.00
*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***			

PLEASE PAY THIS DEPOSIT AMOUNT: \$5,619.00

TO: EDA PRESIDENT AND BOARD
FROM: COMM. DEV. DIRECTOR
DATE: May 23, 2016



City of West Saint Paul

A handwritten signature in black ink, appearing to be 'J. K.'.

SUBJECT:

Purchase Offer for EDA Residential Lots.

BACKGROUND INFORMATION:

At the last EDA Work Session, the Board directed staff to work through a real estate company and attempt to sell all the lots as one package. Staff contracted with Larry Danich from Metzen Realty, who listed the lots on the MLS.

Mr. Danich called staff with an offer that includes:

- \$105,000 for all five lots.
- The deal is contingent on the EDA spending up to \$5,000 to pay for a phase II environmental study. They will pay for any costs above \$5,000.
- The buyer would be required to build one house per year, unless otherwise approved.
- Approval of Variance for 158 Haskell Street (the lot size is short by 226 sf).

STAFF RECOMMENDATION:

Consider purchase offer and direct staff.

ATTACHMENTS:

- List of EDA Residential lots for sale
- Map showing locations of EDA lots
- Minimum Lot Standards

West St. Paul Economic Development Authority (EDA) Vacant Lots for Sale

Available Lots For Sale	Lot Dimensions	Asking Price	Current Market Value
270 Annapolis Street East	40 X 144 = 5,760 sq. ft.		\$36,000
804 Dodd Road	42 X 120 = 5,040 sq. ft.		\$33,400
158 Haskell Street	38 X 123 = 4,674 sq. ft. (will need variance)		\$36,200
831 Deppe Street	Irregular (7,405 sq. ft.) *Includes two lots		\$50,400
848 Allen Ave	Irregular (23,086 sq. ft.) *Includes two lots		\$78,800

All sales are contingent upon EDA Board approval. Financing options are available. For more information please contact Jim Hartshorn at 651-552-4140.

EDA Owned Properties - 4/12/16 West St. Paul Street Map

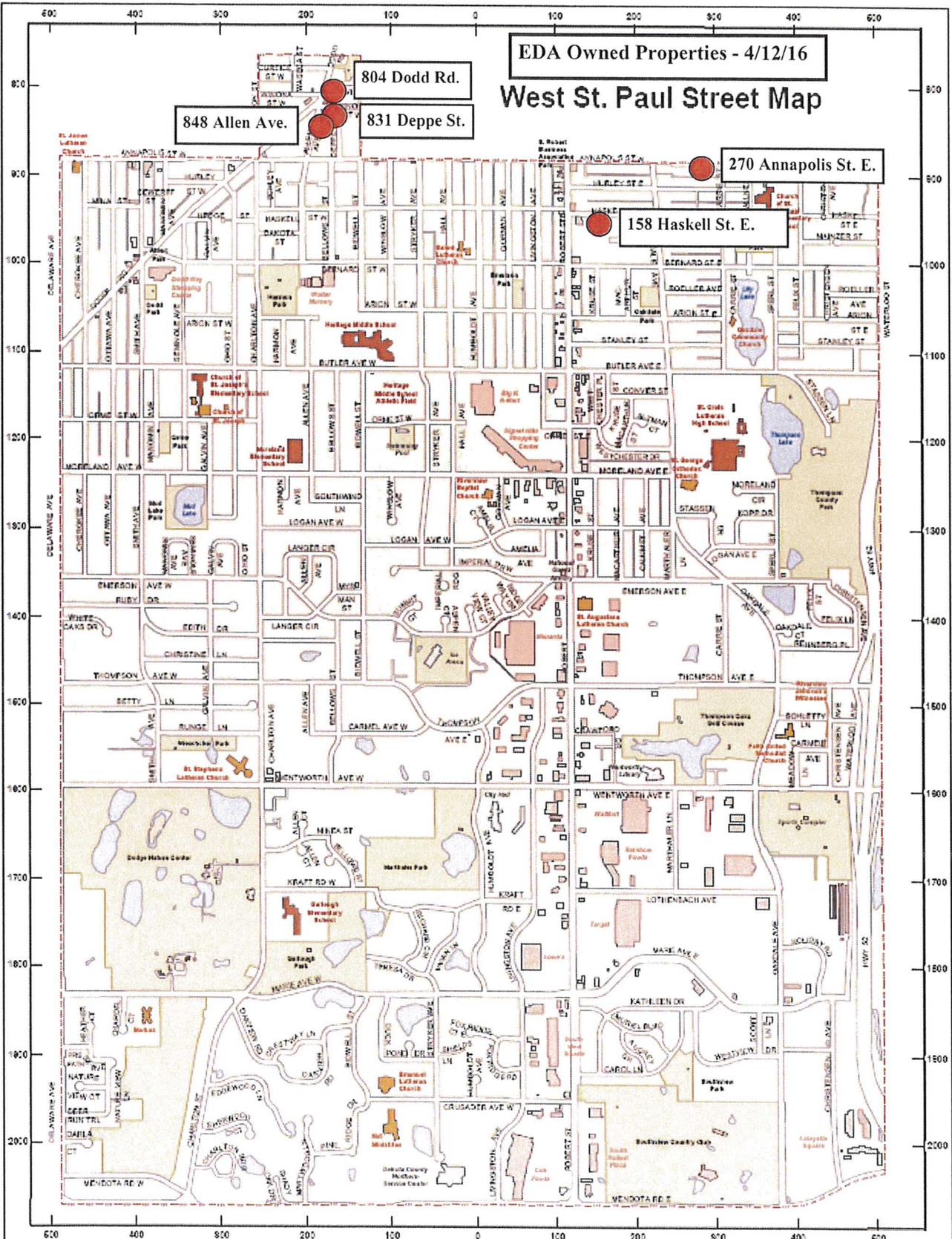
848 Allen Ave.

804 Dodd Rd.

831 Deppe St.

270 Annapolis St. E.

158 Haskell St. E.



Prepared by the
Dakota County Office of EDA
4/12/16

DESCRIPTION OF MINIMUM IMPROVEMENTS

The Redeveloper shall construct one (1) single family residence, per the plans and specifications submitted and approved by the Building Official and on file with the City, including all landscaping and site improvements.

Additionally, the following General Specifications must be followed for each house, except for such reasonable deviations as the EDA, in its sole discretion, may permit:

- A. Construction Requirements and Design Guidelines. New home construction means conventional, on-site, stick built construction. Moved-in Home or manufactured housing are not acceptable.
- B. Occupancy. The residence must be owner-occupied for a period of five (5) years upon completion.
- C. Site Preparation and Building Placement.
 - (1) Placement of the dwelling shall complement the site and be oriented to the street, neighboring structures and existing trees.
 - (2) All site plans shall include the location of existing trees. Existing trees should be preserved whenever possible. Snow fencing shall be placed and maintained at the drip line of existing trees during construction to protect existing root systems.
 - (3) Utility meters shall be screened from street view.
 - (4) Air conditioning units shall be located in the rear yard or screened if located on the side.
 - (5) Site preparation and building placement shall be architecturally consistent with the surrounding properties.
 - (6) The construction site grading and finished structure must not have a detrimental impact on storm water drainage patterns in the neighborhood. Neighboring properties should not be disturbed to create drainage swales.
 - (7) The construction process must not disturb adjoining properties. The construction site, neighboring properties and adjacent public streets must be kept free of construction debris at all times. No construction workers, equipment or materials shall enter neighboring properties without the permission of the property owners.
- D. Construction Plans.
 - (1) Only single family, detached dwellings may be constructed.
 - (2) All building and construction plans shall be prepared in consultation with an Architect or an Architectural Designer with a minimum two-year technical degree.
 - (3) All building and construction plans shall be architecturally consistent with the surrounding area.
- E. Landscaping.
 - (1) All sites must be fully landscaped upon completion and should include sod, walkways, trees and foundation plantings.
 - (2) Existing trees shall be preserved whenever possible.
 - (3) A landscaping plan must be provided to and approved by the City Planner.
 - (4) Landscaping must be completed within six (6) months of the completion of the Home and warranted for a period of one year from installation.

- F. Minimum Home Values. Upon completion, the lot plus house must meet or exceed the target end value of \$205,000.
- G. Main Entry.
- (1) The dwelling shall contain a prominent main entrance with a covered entry or porch.
 - (2) A sidewalk shall be provided from the driveway to the front entry of the dwelling.
 - (3) The front entry shall be oriented to the street.
- H. Interior Requirements.
- (1) A minimum of three (3) finished bedrooms are required.
 - (2) The dwelling shall have a minimum of one and one-half (1 ½) baths.
 - (3) The basement shall be at least one-half (½) the foundation size.
- I. Exterior Materials and Roofing.
- (1) Exterior Materials may be comprised of the following:
 - (a) Maintenance Free Siding (Vinyl, Steel, and Aluminum)
 - (b) Cedar Shakes or Cedar Siding Boards (no Panels)
 - (c) Stucco
 - (d) Brick
 - (e) Stone
 - (2) Thirty percent (30%) of the front elevation shall be finished in brick, stone or stucco.
 - (3) Composite type siding (Masonite) is not acceptable.
 - (4) Roof valleys must be metal, not woven. The roof pitch direction, if toward neighboring homes, requires gutters to be installed.
- J. Exterior Trim.
- (1) The dwelling shall have window trim consisting of standard-sized "brick mold" or 3½ - inch trim boards.
 - (2) Shutters, if appropriate to style of dwelling, window size and placement, may be substituted for window trim.
 - (3) Fascia and soffit shall be proportional and consistent with respect to style and scale of dwelling.
- K. Garage and Driveway.
- (1) A double car garage is required and the garage should be consistent with the dwelling in style and exterior materials used.
 - (2) The appearance of the garage from the street should be minimized.
 - (3) Driveways may be no wider than 25 feet at the public right-of-way.