



CITY OF WEST ST. PAUL
1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118

REGULAR CITY COUNCIL MEETING

August 22, 2016

6:30 p.m.

MUNICIPAL CENTER COUNCIL CHAMBERS

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. ADOPT THE AGENDA

5. OCWS BRIEFING

6. ROBERT STREET REVIEW

7. CITIZEN COMMENTS

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

8. COUNCIL COMMENTS

9. PROCLAMATIONS, PRESENTATIONS AND RECOGNITIONS

A. Sergeant Andy Gubash, Retirement

Documents:

[COUNCIL REPORT - SERGEANT ANDY GUBASH, RETIREMENT.PDF](#)

B. West St. Paul Stars - 11AA Baseball Team Champions

Documents:

[BASEBALL TEAM CHAMPIONS.PDF](#)

C. Darts Presentation

D. Donation - Target

Documents:

[COUNCIL REPORT - DONATION, TARGET.PDF](#)

E. Accept Donation From South Robert Street Business Association

Documents:

COUNCIL REPORT - DONATION, SOUTH ROBERT STREET BUSINESS ASSOCIATION.PDF
RESOLUTION - ACCEPT DONATION FROM SOUTH ROBERT STREET BUSINESS ASSOCIATION.PDF

F. Donation - Ms. Michele McGinn

Documents:

COUNCIL REPORT - DONATION, MICHELE MCGINN.PDF

G. Accept Donation From Walmart Foundation For The LOOP

Documents:

COUNCIL REPORT - ACCEPTANCE OF DONATION FROM WALMART FOUNDATION.PDF

10. **CONSENT AGENDA**

All items on the Consent Agenda are considered to be routine and have been made available to the City Council at least two days prior to the meeting; these items will be enacted by one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this agenda and considered under separate motion.

A. City Council Meeting Minutes

Documents:

08-08-OCWS MINS.PDF
8-08-16 CC MINS USE.PDF
8-11-16 SPECIAL MINUTES AND ABSTRACT.PDF

B. List Of Claims

Documents:

COUNCIL REPORT - LIST OF CLAIMS.PDF

C. July 2017 General Fund Budget Report

Documents:

COUNCIL REPORT - JULY 2016 GENERAL FUND BUDGET REPORT.PDF
JULY 2016 GENERAL FUND BUDGET REPORT.PDF

D. July 2017 Investment Report

Documents:

COUNCIL REPORT - JULY 2016 INVESTMENT REPORT.PDF
JULY 2016 INVESTMENT REPORT.PDF

E. Rental Licensing

Documents:

CONSENT - RENTAL LICENSING 8.22.16.PDF

F. Council Report - City Licensing

Documents:

[COUNCIL REPORT - CITY LICENSING.PDF](#)

G. Council Report-City Licenses-Touch-A-Truck Shop Robert St Event

Documents:

[COUNCIL REPORT - CITY LICENSES_TOUCH-A-TRUCK SHOP ROBERT ST
EVENT.PDF](#)
[8-22-16 REOSLUTION SHOP ROBERT EVENT.PDF](#)

H. T-Mobile Site Sublease Agreement - Marie Ave. Water Tower

Documents:

[COUNCIL REPORT - APPROVING T-MOBILE SUBLEASE.PDF](#)
[A1Q0027A LSEREN SITE SUBLEASE 2016 08 17 FINAL.PDF](#)

I. Special Permit, Excessive Number Of Animals (Chickens), 203 Stanely Street East

Documents:

[COUNCIL REPORT - SPECIAL PERMIT, 203 STANLEY STREET EAST.PDF](#)
[SPECIAL PERMIT FOR HEN CHICKENS \(2\).PDF](#)

J. Resolution Approving A Property Line Adjustment For 283 E. Haskell St.

Documents:

[COUNCIL REPORT - 283 E. HASKELL LOT LINE ADJUSTMENT.PDF](#)
[RESOLUTION - 283 HASKELL LOT LINE ADJUSTMENT.PDF](#)
[SURVEY DRAWING - 283 HASKELL LOT LINE ADJUSTMENT.PDF](#)

K. Resolution Approving A Property Line Adjustment For 1994 Robert St.

Documents:

[COUNCIL REPORT - 1994 ROBERT LOT LINE ADJUSTMENT.PDF](#)
[RESOLUTION - 1994 ROBERT LOT LINE ADJUSTMENT.PDF](#)
[SURVEY DRAWING - 1994 ROBERT LOT LINE ADJUSTMENT.PDF](#)

11. PUBLIC HEARING

A. Application For A Conditional Use Permit To Allow Medical Clinic In A B3 District At 1963 Robert St. – MedExpress Urgent Care

Documents:

[COUNCIL REPORT - CUP MEDEXPRESS.PDF](#)
[RESOLUTION - CUP MEDEXPRESS.PDF](#)
[PC REPORT.PDF](#)
[APPLICATION.PDF](#)
[FLOOR PLAN.PDF](#)

B. Final Reading - An Ordinance Opting-Out Of The Requirements Of Minnesota Statutes, Section 462.3593 Relating To Temporary Family Health Care Dwellings – City Of West St. Paul

Documents:

COUNCIL REPORT - FINAL READING TEMP HEALTH DWELLINGS.PDF
ORDINANCE - FINAL READING TEMP HEALTH DWELLINGS.PDF
LEAGUE SUMMARY.PDF

C. Final Reading - Ordinance Regarding Vacation Of Allen Avenue

Documents:

COUNCIL REPORT AND RESOLUTION - ALLEN AVENUE VACATION.PDF

12. NEW BUSINESS

A. Comprehensive Plan Consultant Selection

Documents:

COUNCIL REPORT - COMP PLAN SELECTION.PDF
PROPOSAL OPTIONS - COMP PLAN.PDF

13. OLD BUSINESS

A. Renaissance Plan Discussion

Documents:

COUNCIL REPORT - RENAISSANCE PLAN.PDF
ATTACHMENT 1 OF 3 - RENAISSANCE PLAN.PDF
ATTACHMENT 2 OF 3 - RENAISSANCE PLAN.PDF
ATTACHMENT 3 OF 3 - RENAISSANCE PLAN.PDF

B. Approve Revised Pay Equity Report

Documents:

COUNCIL REPORT - APPROVE REVISED 2016 PAY EQUITY REPORT.PDF
2016 FINAL PAY EQUITY COMPLIANCE REPORT.PDF
2016 PAY EQUITY JOBS REPORT SUPPLEMENT.PDF

14. ADJOURN

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

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: August 22, 2016
SUBJECT: Sergeant Andy Gubash, Retirement



BACKGROUND INFORMATION:

After almost 29 years of service to the City, Sergeant Andy Gubash will be retiring from the police department. Andy started his career working as a Community Service Officer in 1986 and was quickly moved to a sworn police officer position. Andy is particularly proud of his work with the Dakota County Drug Task Force. From 2005 until 2013 Andy and his K-9 partner “Buster” worked on the task force. During those eight years major cases were broken and Buster found untold amounts of illicit drugs and other contraband.

In 2013 Andy answered the call to help lead the department by accepting a promotion to patrol sergeant. Andy’s calm demeanor and experience not only helped him be an effective supervisor, but as a resource that officers often sought out for advice. Andy made an impact while on the task force, an impact with those he served with, and an impact in the community he and his family grew up in. However, with both Andy and Buster being a little older and a little grayer, they will want to spend some well-deserved time doing their favorite activity together, fishing in Andy’s boat.

It is customary to provide a retiring officer their original issued badge and any special or promotional badge. Base on this practice and departmental policy, Sergeant Gubash will be provided his patrol officer badge “2633” and his sergeant badge.

FISCAL IMPACT:

A replacement badge cost about \$125

Action	Fund	Department	Account	Amount
Replacement Purchase	101	42100	40230	\$250
Total:				\$250

STAFF RECOMMENDATION:

Publically thank Sergeant Gubash for his dedication to the police profession and the community of West St. Paul. Provide Sergeant Gubash with the two badges mentioned above as a memento of his service and the appreciation of the community.

Proclamation
West St Paul Stars - 11AA Baseball Team

August 22, 2016

WHEREAS, the West St Paul youth 11 AA baseball team became the Minnesota Baseball Tournament state champions on July 17th, 2016 as well the Minnesota Sports Federation state champions on July 24th, 2016, and

WHEREAS the West St Paul Stars during the course of their season won 1st place at the Mendota Heights tournament, 2nd place at the Prior Lake tournament and 3rd place at the Shakopee tournament, and

WHEREAS, the team had a season record of 34 wins with only 4 loses in their tournaments and scrimmages, and

WHEREAS, the team only gave up 5 or more runs in 4 of their 38 games, and

WHEREAS, the team was coached by Jerry Ball, Brad Shepherd and Ben Yanez, and

WHEREAS, the players on the team were: #1 Casey Ball, #11 Joe Shepherd,
#12 Yo-Yo Yanez, #13 Ben Cobbett, #27 Matthew Rash, #30 Nick Spott,
#34 Jack Chamberlain, #37 Carson Christensen, #39 Joey Sylvester, 40 Johnny Youness,
#41 Max Mogelson and #51 Cody Gibbons

NOW BE IT RESOLVED, that the Honorable Mayor David Meisinger and the members of the City Council of the City of West St Paul do hereby recognize the West St Paul Stars 11AA baseball team for being the 2016 State 11AA Baseball Champions and for being the pride of West St Paul and do hereby declare August 22, 2016 West St Paul Stars day in West St Paul

David Meisinger, Mayor

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: August 22, 2016
SUBJECT: Donation, Target



BACKGROUND INFORMATION:

Each year the police department celebrates the annual Night to Unite event on or about August 2nd. This is a community event involving local business and residents alike. Target understands the cost considerations involved with this event and once again donated \$180 towards the Night to Unite Thank You Luncheon.

The Thank You Luncheon is a BBQ grill out, just before the Night to Unite's evening festivities, whereby involved businesses and residential block party captains are recognized for their community outreach efforts.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Donation	101	30000	36230	\$180
Total:				\$180

STAFF RECOMMENDATION:

Acknowledge Target's generous donation and accept the gift by adopting the draft resolution.

On Motion of

Seconded by

RESOLUTION NO. 16-
RESOLUTION ACCEPTING DONATION
FROM TARGET

WHEREAS, Target continues to support the police department's Night to Unite activities, intends to donate \$180 for the purpose of providing funds for the Night to Unite Thank You Luncheon;

WHEREAS, the Mayor and City Council acknowledges Target's generosity and extends their appreciation to Target for this donation;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts this \$180 donation from Target on behalf of the City of West St. Paul and authorizes the police department to expend these funds in the manner described by Target.

Adopted by the City Council of the City of West St. Paul this 22nd day of August, 2016.

Ayes: Nays:

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk

TO: Mayor and City Council
FROM: Matt Fulton, City Manager
DATE: August 22, 2016
SUBJECT: South Robert Street Business Association Donation



City of West St. Paul

BACKGROUND INFORMATION:

The South Robert Business Association, with the support and endorsement of the City, is providing leadership and financial support for an upcoming event celebrating Robert Street businesses. The event will be held on September 17, 2016 at Harmon Park.

In support of this event, the South Robert Street Business Association is donating \$13,000 to the City of West St Paul .

Representatives from the South Robert Street Business Association will be at the City Council meeting to present the donation.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Donation	101	30000	36230	\$13,000
			Total:	\$13,000

STAFF RECOMMENDATION:

Accept and acknowledge The \$13,000 donation from the South Robert Street Business Association by adopting the draft resolution.

On Motion of

Seconded by

RESOLUTION NO. 16-
RESOLUTION ACCEPTING DONATION
FROM TARGET

WHEREAS, Target continues to support the police department's Night to Unite activities, intends to donate \$180 for the purpose of providing funds for the Night to Unite Thank You Luncheon;

WHEREAS, the Mayor and City Council acknowledges Target's generosity and extends their appreciation to Target for this donation;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts this \$180 donation from Target on behalf of the City of West St. Paul and authorizes the police department to expend these funds in the manner described by Target.

Adopted by the City Council of the City of West St. Paul this 22nd day of August, 2016.

Ayes: Nays:

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk

On Motion of

Seconded by

RESOLUTION NO. 16-

RESOLUTION ACCEPTING DONATION
FROM SOUTH ROBERT STREET BUSINESS ASSOCIATION

WHEREAS, the South Robert Street Business Association is donating \$13,000 for the Touch a Truck and Shop Robert celebration occurring on September 17, 2016.

WHEREAS, the Mayor and City Council acknowledges the generosity of the South Robert Street Business Association and extends their appreciation for its ongoing support of the Robert Street business community.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts the donation of \$13,000 on behalf of the City of West St. Paul.

Adopted by the City Council of the City of West St. Paul this 22nd day of August, 2016.

Ayes: Nays:

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: August 22, 2016
SUBJECT: Donation, Michele McGinn



City of West St. Paul

BACKGROUND INFORMATION:

Recent events involving police officers have led individuals to think about the tough job police officers have. Michele McGinn is one such individual. Ms. McGinn, in memory of her husband, Donald, donated \$100 to the police department to be use towards “keeping an officer safe.” We are extremely thankful that we are in Michele’s thoughts and will be able to use her gift in an appropriate way.

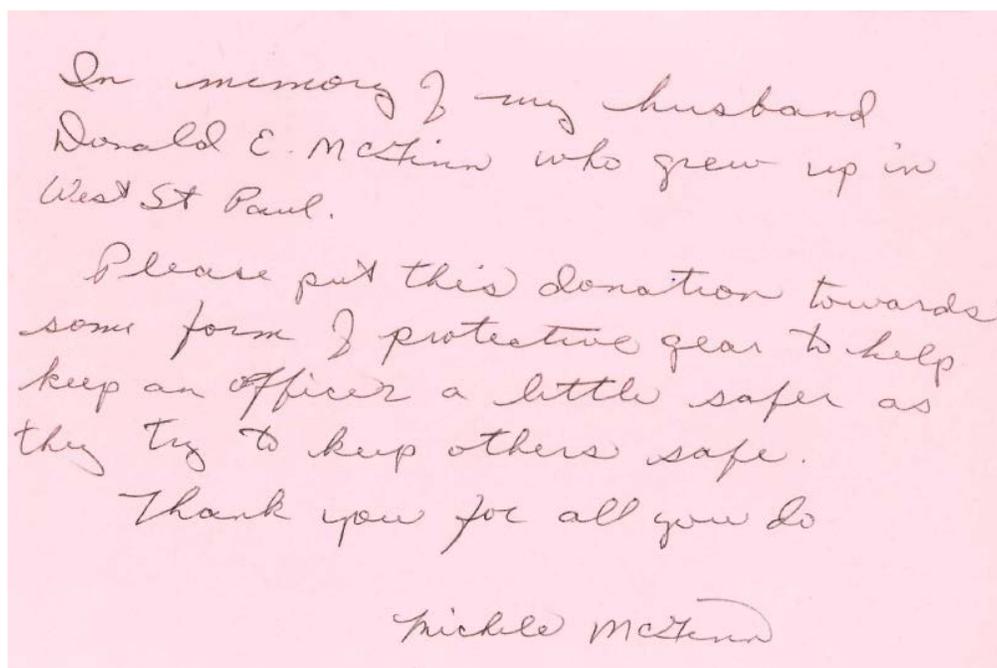
For informational purposes, I found and included Donald’s obituary so you may know this former West St. Paul resident a little better.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Donation	101	30000	36230	\$100
Total:				\$100

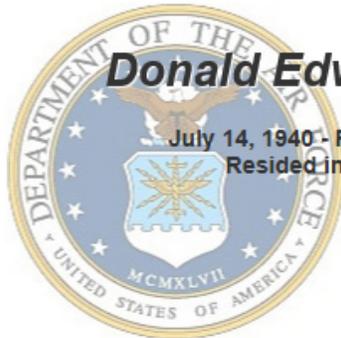
STAFF RECOMMENDATION:

Acknowledge Michele McGinn’s generous donation and accept the gift by adopting the draft resolution.



Donald McGinn Obituary

[View More Obituaries](#)



Donald Edwin McGinn

July 14, 1940 - February 7, 2016
Resided in Merrill, WI



[Guestbook](#)

[Photos](#)

[Services](#)

Obituary



Donald E. McGinn, age 75, of Merrill, passed away Sunday, February 7, 2016 at Aspirus Wausau Hospital. He was born July 14, 1940 in St. Paul, Minnesota to the late William and Elizabeth (Anderson) McGinn. On August 1, 1964 Don and Michele Langeslay were united in marriage in Hastings, MN. They just celebrated 50 years of marriage with their renewal of wedding vows in 2014.

Don served our country in the U.S. Airforce from 1958-1962. He attended MATC for 2 years, earning his degree in auto mechanics. Don retired after many years of working for Goodyear Tire & Rubber. He enjoyed woodworking and fixing cars. Don's grandchildren were #1 in his life. He loved "collecting rocks" with his granddaughter and playing with his grandchildren. With his dedication to his family, unbelievable sense of humor and wonderful storytelling, Don was everyone's superhero. He was famous for cooking lasagna and loved anything and everything Irish. He was a truly dedicated father, fiercely loving husband, and Papa who will be deeply missed but happily remembered.

Survivors include his wife: Michele "Kelly" (Langeslay) McGinn, Merrill; two sons: Nicholas (Christine) McGinn, and Jason (Becky) McGinn; four grandchildren: Antonia, Molly, Keely and Cullen McGinn; to brothers: John McGinn and Patrick McGinn; sister: Catherine (Rick) Dunigan; two brothers-in-law: Bruce Langeslay and David (Bonnie) Langeslay; and numerous nieces, nephews and great nieces and nephews. He was preceded in death by two brothers, William and Leonard McGinn, his father and mother-in-law, Bertram and Ruby Langselay, and two brothers-in-law, Frederic and Thomas Langeslay.

A memorial service for Don will be held on Friday, February 12, 2016 at Waid Funeral Home, Merrill, WI. Visitation will start at 10 AM with the service starting at noon. Pastor Todd VanRyn will officiate. Inurnment will take place at a later date. In lieu of flowers, memorials may be given in Don's name to Disabled American Veterans or to St. Jude's. Waid Funeral Home of Merrill is assisting the family with arrangements. Online condolences may be made at www.waidfuneral.com.

On Motion of

Seconded by

RESOLUTION NO. 16-

RESOLUTION ACCEPTING DONATION
FROM MICHELE McGINN

WHEREAS, Ms. Michele McGinn, who's concern over police officer safety and whose former husband, Donald McGinn, grew up in West St. Paul, intends to donate \$100 for the purpose of furthering police officer safety;

WHEREAS, the Mayor and City Council acknowledges Ms. Michele McGinn's generosity and extends their appreciation to Ms. Michele McGinn for this donation;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts this \$100 donation from Ms. Michele McGinn on behalf of the City of West St. Paul and authorizes the police department to expend these funds in the manner described by Ms. Michele McGinn

Adopted by the City Council of the City of West St. Paul this 22nd day of August, 2016.

Ayes: Nays:

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Sherrie Le, Assistant City Manager
DATE: August 22, 2016
SUBJECT: Acceptance of Grant from Walmart Foundation



City of West St. Paul

BACKGROUND INFORMATION:

We were recently notified that the City was awarded a grant of \$1,500 from the Walmart Foundation for the LOOP. We are very grateful to Walmart for their generous donation.

The LOOP provides transportation from residential housing complexes to businesses along the Robert Street corridor during the reconstruction of South Robert Street. Almost all of the cost to run the LOOP is the cost paid to the contractor, DARTS, for their transportation services. The only other cost is for printing. The City provides all design services in-house for posters, flyers and schedules.

STAFF RECOMMENDATION: We recommend acceptance of the grant of \$1,500 from the Walmart Foundation for the LOOP.

**City of West St. Paul
Open Council Work Session Minutes
August 8, 2016**

1. Call to Order and Roll Call

Mayor David Meisinger called the work session to order at 4:50 p.m.

Present: Mayor David Meisinger and Councilmembers Pat Armon, Ed Iago, John Bellows, Dave Napier, Jenny Halverson and Dick Vitelli.

Others: City Manager Matt Fulton, Assistant City Manager and HR Director Sherrie Le, Finance Director Joan Carlson, Community Development Director Jim Hartshorn, Public Works Director Ross Beckwith, City Attorney Korine Land, Police Chief Manila Shaver and City Clerk Chantal Doriott.

2. Approve Agenda

Council approved the agenda as presented.

4. Agenda Item(s)

4.A. Closed Session to Discuss Robert Street Easement Acquisitions

Motion was made by Clpn. Halverson and seconded by Clpn. Vitelli to close the meeting pursuant to Minn. Statute 13D.05 Subd. 3(b). Meetings may be closed if the closure is expressly authorized by statute or permitted by the attorney-client privilege. All members present voted aye. Motion carried.

Attorney Peter Mikhail gave an overview of negotiations for Parcels 128, 106A and 106B, 73 (St. Paul), and 100 which are part of the Robert Street project. Parcel 100 will continue negotiations. Parcels 128, 106A, 106B and 73 will be added to the Council agenda for consideration.

Motion was made by Clpn. Bellows and seconded by Clpn. Halverson to open the work session at 5:27 p.m. All members present voted aye. Motion carried.

4.B. River to River Trail Crossing Study Discussion

City Manager Matt Fulton gave an overview saying Dakota County was present to give an update on the trail study, answer questions and receive information. Curt Chatfield introduced Steve Milke, John Mertens, SEH and Toby from SHE. Mr. Chatfield continued with a PowerPoint on the River to River Greenway – Regional presentation. The presentation included detailed information on context, master plan, at-grade Concept I at Wentworth, driveway crossings, underpass crossings, utilities, option costs range from \$227,000 to \$3.2 million and do

not include acquisition costs. On August 16 this will be presented to the Dakota County Board. They continue to explore funding options and hope to have a final feasibility study report late this fall.

Comments:

- Clpn. Bellows is disappointed and asked county reps if they are aware that Town Center 1 is a proposal on our EDA agenda this evening. He is disappointed Council was told the tunnel would be looked into and done sooner. We can't wait and need to make a decision now. His biggest problem is it's an attempt to bring a park area into a commercial area and this is not a good effect, not a good fit.
- We have something on the agenda this evening (a proposed development for this area) and the county is aware, and now if you take this land from this development for the trail it could jeopardize this large project. This is a risk we can't take said Clpn. Iago.
- Clpn. Vitelli is supportive of the tunnel and in closing Crawford.
- Clpn. Halverson is supportive as long as the city can remain cost neutral. We have secured \$2 million in state funds. It is easy to see the need and she supports the proposed. It's important for safety and economic development.
- Clpn. Bellows said closing Crawford will cost us an easement. Is there sufficient space for safety vehicles? There is no interaction with Robert Street. He is disappointed anyone is looking to put a trail and park-like experience in the most commercial area of Robert Street. A tunnel in this spot is disturbing. You are asking us to give up a huge part of land and tax base, jobs and developability, etc. This is a disconnect.
- Clpn. Napier would like to have an open house to see what the residents think. Based on a 60 ft. width and based on the county analysis. He supports moving to the next phase. It could be a legacy project for Senator Metzen and a way to connect the two sides of Robert Street. He hopes to hear it ties into the Cuningham plan.
- Clpn. Armon asked what is the impact on the Robert Street project and digging up the street. They are aware of Robert St. being out of commission and there could be ways to minimize the impact. There are ways to keep traffic moving but it is extra cost.
- Taxes – there's a potential \$4,000 to \$7,000 tax base lost to West St. Paul with this project.
- Clpn. Halverson asked to think about all the studies that have told us we need walkability of the neighborhoods and other investments. She would like this to get to the community input stage. She wants to look at the bigger picture and added that the state is looking to invest a significant amount of money in this project.
- Clpn. Iago said bringing it to the public is taking more time. We need to make a decision tonight. Let's vote on this tonight.
- It's not just the Town Center I project – comments about jobs were discussed and the fact that there is no access at all to Robert Street. This is not for West St. Paul but rather Dakota County.
- Clpn. Halverson said there could be trails from the county trail to Robert Street. She is not in favor of skipping over community input. We need to be more careful and deliberate in planning in West St. Paul.
- Mayor Meisinger said we spent five years reviewing Robert Street and now we rebuilt for redevelopment and there was never talk about a bridge or tunnel. He is not supporting this project.

- Clpn. Iago made additional comments.
- Clpn. Bellows asked Attorney Land – if we ask the EDA to act on Town Center I we need to know what’s going on with the tunnel as PEBB can’t proceed without the land. Attorney Land said this is a preliminary development agreement. Clpn. Bellows said PEBB needs the entire property for their project. Attorney Land said the development agreement can or can’t include consideration of a tunnel. PEBB has said they can’t do their project with a tunnel.
- Clpn. Vitelli said the River-to-River project has always been at this location and we acquired Block Buster to assist with this project. This tunnel is a Metzen legacy and would be an enhancement. We should not turn our backs on this. We have plenty of time to consider this and let the citizens come and comment.
- Clpn. Bellows said the River-to-River is a county project and he is not sure it would be a legacy project to Senator Metzen.
- This is why people are sick of government – the indecision and poor use of funds. There was a petition brought forward to the Council in which people were not in favor of the tunnel or bridge. This was discussed three times! There has never been anyone publicly approach the Council saying they were in favor of this project. The resident who brought the petition to council added again that the people didn’t want this project, you have heard it three different times, and he has never heard anyone speak in favor of a crossing on Robert St. It is a waste of time to consider and he will have five people against it for every one person in favor.
- Manager Fulton said one reason this update is good is because we are reviewing the Cuningham Plan. This is a half-way done study. There is no real public input and we owe it to the county to complete the study. We need to consider how this fits in with the Cuningham plan. There is no action necessary at this time. The preliminary agreement is on the EDA tonight for consideration. That predevelopment agreement expires at the end of the year. This is a significant part of the community’s future.
- Clpn. Bellows said this keeps getting shoved at us (tunnel). He would like to know if there will be a vote tonight on proceeding. It is inconsistent in what we are talking to PEBB about.
- Clpn. Iago said let’s put this on the agenda to see if we want to continue.
- Clpn. Vitelli said let’s look at what’s going on and maybe we need to consider the future of West St. Paul is much more important that a vote on a trail. Let’s think of the future of the city.
- Clpn. Halverson said if we vote on this we give the community no opportunity to review this and it’s not fair.
- This is a matter of people having differences in how to proceed said Clpn. Bellows. We have been looking at this for well over a year. We keep pushing this down the road and he is not sure why the county has had it for so long (and it’s not complete). We need to make a decision sometime and if not now, when.

4.C. Renaissance Plan Update and Discussion

There was not enough time in the work session for this agenda item to be discussed or considered. This will be brought back to a future work session.

3. Review the Regular Meeting Consent Agenda

Council will consider payment of Robert Street property acquisition easements as noted above.

5. Adjourn

Motion was made by Clpn. Bellows and seconded by Clpn. Vitelli to adjourn the work session at 6:24 p.m.

David Meisinger
Mayor
City of West St. Paul

WEST ST. PAUL CITY COUNCIL MEETING
August 8, 2016 at 6:30 p.m.
MUNICIPAL CENTER COUNCIL CHAMBERS

1. Call to Order

Mayor David Meisinger called the meeting to order at 6:33 p.m.

2. Roll Call

Present: Mayor David Meisinger and Councilmembers Ed Iago, John Bellows, Dave Napier, Jenny Halverson, Pat Armon and Dick Vitelli.

Others: City Manager Matt Fulton, Assistant City Manager and HR Director Sherrie Le, Finance Director Joan Carlson, Community Development Director Jim Hartshorn, Public Works Director Ross Beckwith, City Attorney Korine Land, Police Chief Manila Shaver and City Clerk Chantal Doriott.

3. Pledge of Allegiance

4. Adopt the Agenda

- Add 12.I. Consideration of Robert Street easement acquisitions

Motion was made by Clpn. Bellows and seconded by Clpn. Halverson to approve the agenda with the revisions stated above. All members present voted aye. Motion carried.

5. OCWS Briefing

The City Council held a work session prior to this meeting to discuss the following:

- Robert Street Easements
- River to River Study
- Postponed the Renaissance Plan Update

6. Robert Street Review

Director Beckwith gave an overview. Most work on the east side is between Wentworth and Lothenbach. Next Monday at 5:00 a.m. Lothenbach to the east will be closed. We should see some curb at Wentworth. Crusader has a retaining wall going in and it's progressing fast. The west side is still one lane, with lights and other curb working happening. Restoration should happen in early fall. The weeds are unsightly and are the contractor's responsibility.

7. Citizen Comments

No one wished to comment.

8. City Council Comments

Mayor Meisinger sends his gratitude and thanks to our police department especially Chief Shaver. The Mayor had the pleasure of visiting 40 block parties during Night to Unite. A special thank you goes to Fire Chief Mike Pott for chaperoning and thanks to those who organized neighborhood parties.

Clpn. Vitelli said his wife was at a fundraiser and Governor Dayton was attending as well. She spoke to our Governor and he said he wouldn't forget about us in regards to Robert Street funding. There was a critical article in a past newspaper about spending \$50,000 on an art project. We are not spending that much money on the art park. The budget is a work in progress and no final decisions have been made at this time. Also, we do not own the Rainbow building – there is a lease with the owners and we don't have the ability to make them operate a business at this site.

Clpn. Napier reminded all to vote the Primary tomorrow. Polling sites open at 7:00 a.m. and close at 8:00 p.m.

Clpn. Bellows said vote the Primary because it's important and because it shows us how it will be in the general election. He rode with West St. Paul police on Night to Unite – there are clear messages – they drive around with their windows down and it's obvious that people recognize them and wave. Work sessions are open to the public; they help us to be more organized at Council meetings. One other thing – there will be disagreements from time to time and different viewpoints but he believes all Council is supported, as are there differences. After this meeting there will be an EDA meeting. Those at home, stick around to see what we are trying to do in West St. Paul to improve the city.

Clpn. Halverson said thanks to the hosts of Night to Unite. Art on the Avenue has a few spots for color dash – register by August 12. The event will take place at the Sports Complex on August 27 at 6:00 p.m. and end with a movie in the park. There was some concern about Art on the Avenue and the color dash not being publicized. We did advertise and it was included in our newsletter, discussed with a variety of community groups, on our website, flyers were available at meetings and at city hall. The art park is not something new and Clpns. Halverson and Armon are working on grant opportunities for the park. Feel free to contact Clpn. Halverson with questions.

Clpn. Armon made it to half of the Night to Unite parties in Ward 1. It was a fun evening. Also, do your business on Robert Street and Shop Robert.

Clpn. Iago saw an article on July 28 – there was a quote by our state educational commissioner – regarding the academic students, specifically addressing St. Paul, that grades may not improve without first addressing the outside factors that hold children back. Basically they are saying the children are getting low grades because of their home life. The commissioner seems to be giving up. It's a little disappointing to see the state is ready to give up on some of our students. Don't give up – there is a good reason to keep working hard – they are our future. Election is tomorrow and polls open at 7:00 a.m. to 8:00 p.m.

9. Proclamations, Presentations and Recognitions

There were no proclamations or presentations this evening.

10. Consent Agenda

- A. City Meeting Minutes: OCWS and regular meeting from July 25, 2016
- B. List of Claims August 8, 2016
- C. Council Report – Resolution No. 16-73 Additional Election Judge Appointments
- D. Rental Licensing
- E. Animal Control JPA Renewal – Resolution No. 16-74

Motion was made by Clpn. Halverson and seconded by Clpn. Armon to approve the consent agenda items as outlined above. All members present voted aye. Motion carried.

Welcome to the new owners of Tappers and please maintain the landscaping which is beautiful.

11. Public Hearing

A. Ordinance Change, Parking or Stored Motor Vehicles (Second Reading)

Police Chief Shaver gave an overview. There was an issue of people living out of their vehicles and the department was getting a lot of calls about this issue. This is the second reading of an ordinance amendment to allow officers to inquire why citizens are in the position they are in and not getting the assistance they need. The City Attorney has drafted a simple language change to section 72.05(D) of the City Code making it a violation of City Code for a person to live out of a vehicle, tent, trailer or some other type of temporary structure.

Public hearing opened at 6:56 p.m.

No one present wished to speak.

Public hearing closed 6:56 p.m.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to approve Ordinance 16-09 amending Section 72.05(D) of the City Code regarding Parked or Stored Motor Vehicles. All members present voted aye. Motion carried.

12. New Business

A. Appeal of a Decision by the Committee of Adjustments relating to a Variance request to allow a reduction in minimum lot width at 260 Edgewood Lane

Assistant Community Development Director Ben Boike gave an overview. Sylvia and Chuck Dorsey have filed an appeal to overturn the variance denial. The applicant is proposing to

subdivide lot 6, block 1 in Charlton Estates Addition. Staff feels that other lots platted at smaller widths is not out of character for the neighborhood but the Planning Commission did not agree. There are several lots in the subdivision that do not meet the 100 ft. setback (variance request). The motion by the committee to deny was due to drainage concerns and tree issues.

Comments:

- Chuck Dorsey lived and worked here for close to 50 years. They built their home and it has been their intention to split the lot into 2 parcels. On June 21 the Planning Commission denied on a split vote. The findings and fact have been met and staff recommends approval and he asks Council to do the same. He finds it hard to believe that the wildlife will diminish with the lot split. A lot of trees were removed to build homes that his neighbors live in. This is not a nature center but a neighborhood. He respectfully requests that his appeal be overturned and the Council votes in favor of the variance.

The public hearing opened at 7:07 p.m.

Erick Shubert, 280 Edgewood Lane, is one of 24 neighbors who oppose this proposal for several key reasons. The city statute says the lot is too small and the variance is a request to go outside of the code. He read the open space code that he and other neighbors have been living under. If the appeal goes through then the neighborhood would be changed forever. Lots in this area were made larger to make less impact on the topography. This request goes against page 56 of the comprehensive plan – which he read. He had pictures he reviewed of Mr. Dorsey's property which included water runoff. There are substantial water and erosion problems in this area. The Dorsey's will be benefitting financially but this will change the dynamic of the neighborhood. He is not in favor of overturning the variance denial.

Colleen Loney, 273 Sherwood Court, said she is benefitting with the water issue. She thinks the water issue might worsen with the lot split. The source of the water is her main concern. It has been there for the last 5 or 6 years. In the winter the water sometimes goes out into the street and they have a skating rink. The city has kept it sanded. She has had her property inspected for sources of this water, where it is coming from is undetermined. She thinks disturbing the hill will add to the source of the water issue and add erosion issues. The street will be resurfaced next year and they can't do this until they find out the source of the water. She spoke about the 30 years of enjoying the wildlife.

Director Beckwith said this is an area of focus – water seems to be weeping out of the hillside and we are looking to put in drain-tile and the city is working with a consultant. The issue encompasses more than one lot. We believe it's a natural flow of water.

Chuck Dorsey said it seems there is runoff because of the slope. It seems that if the Council requested a building permit the applicant would be required to provide proper drainage. This will remain a slope. That lot does meet the requirement for size for a variance approval.

Mark Karth, 322 Sherwood Court, thanked the Council for the hearing. He is a real estate broker for West St. Paul and there will definitely be a loss in property value for two properties. He did a price analysis of 273 and 280 Edgewood and the value would decrease if a split happens. One

other point is that most of the lots on Sherwood Court and Edgewood are 100 sq. ft. in size. The new lot would be 1700 sq. ft. which would alter the character of the neighborhood. Uphold the Committee of Adjustments and deny the appeal.

Joe Werne, 282 Sherwood Court, said his biggest concern is that the manhole is full of grass and along the curbing is sludge and weeds and algae. He believes there is a spring on the hill – there has been water in the spring all summer. If it was runoff it would have dried out with reconstruction and assessments. He wants due diligence to take care of this problem.

Dave Phillips, 300 Sherwood Court, has reviewed the map and his family lives at the bottom of a hill. There is a natural stream and with rain the water runs over his driveway. Block 5 and 6 drain into 7. There are a couple of lots with incredible slope and topography. There is something funky going on there and you need to look at this issue. These are lovely lots and the variance will change the property values and character of our neighborhood.

The public hearing closed at 7:30 p.m.

Mayor Meisinger doesn't have a problem giving the variance. Anyone who buys the lot will do so because of the tree line away from the street. As a side note we buy property as an investment. There is a process to appeal denial or approvals. That is the reason for the appeal.

Clpn. Bellows commented on the water drainage issue which does not have anything to do with the request. The proposed resolution requires the building permit be submitted and needs to include drainage plans. Is this going to change the character of the neighborhood? The character is residential and it appeals most homes are set back from the street. I am not sure the Dorsey's request is unusual or inappropriate or alters the character of the neighborhood.

Clpn. Iago said it's our job to see if the landowner has a right to divide the property and he does. Does it meet the city's code requirements? Staff said it does. He would like to see the water issue cleared.

Clpn. Halverson said what we are looking at – she gives great weight to recommendations of our committees. She understands the rights of Mr. Dorsey but the sticking point is the changing of neighborhood character.

Clpn. Napier said that after investigating this issue he tried to look at consistency in the neighborhood – lots 1 and 2 are similar; another to the south is the same size. He looked at the setback. We subdivided other lots and the size often fits the neighborhood. The challenges of building on the slope and water issues and proximity to the house to the east could be a challenge.

Clpn. Vitelli said the reason he made his motion is because everything is written. He thinks a variance will alter the character of the neighborhood and it will be improper of us to approve a variance to benefit the Dorsey's economically.

Clpn. Bellows said to Mr. Schubert – water is pre-existing and he remembers a time there was not water on the street. He sees where this comes from. The overriding thing is, if you build a house it will dramatically change the character of the neighborhood. It's reversing the neighborhood how it was set up. If it's a residential neighborhood how is it taking away from the neighborhood character? This house will be on top of Colleen Loney and will take out a ton of trees that make that Sherwood Court a unique area. When he reads the comprehensive plan it feels it applies to this issue. Clpn. Bellows said it would be very challenging to put a house on this lot.

Clpn. Iago said part of this Council's requirement is to look at something legally and not emotionally. We also look to staff's recommendations. The size of the lot fits the code.

Attorney Land gave information on a variance and the test. If it doesn't meet the test, it is within your discretion.

Mr. Shubert added additional comments.

Clpn. Vitelli said the land was plotted "as is" many years ago. It will alter the character of the neighborhood.

Clpn. Halverson said the part of the legal test shows it could alter the essential character of the neighborhood. Clpn. bellows commented on the neighborhood's character as did Clpn. Napier.

Clpn. Vitelli said the water is a non-issue for the rezoning. Any lot is buildable. The city will address the water when the street is rebuilt. This does not meet the test.

Clpn. Iago said if you go with what staff has indicated (staff recommendation) – a variance will not alter the character of the neighborhood.

Clpn. Vitelli asked why split the lot now? It doesn't make sense and doesn't meet the test.

Clpn. Bellows said there isn't anything that says you need to wait a certain time to apply for a variance. This application meets the test so do we agree with staff or the Committee of Adjustments.

Clpn. Halverson supports the Committee of Adjustments denial of the application – it's the third prong of the test and it does alter the character.

Clpn. Napier said the Planning Commission battled over the same issue and it's because of the uniqueness of this issue. He has made several visits and walked around to see what the slope was like, etc. He could support the denial.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to uphold the Committee of Adjustments denial of a variance for the Dorsey property located at 260 Edgewood Lane. Clpns. Halverson, Armon, Napier and Vitelli voted aye. Clpns. Iago and Bellows voted nay. The motion carried.

B. First Reading - City Ordinance Amendment regarding Temporary Family Health Care Dwellings

Assistant Community Development Director Boike gave an overview and summary of the State Legislature bill which creates a new process for landowners to place mobile residential dwellings on their property to serve as a temporary home for health care of relatives. The bill does allow a city to opt out of this requirement by passing an ordinance.

Motion was made by Clpn. Bellows and seconded by Clpn. Halverson to approve the first reading of an ordinance opting-out of the requirements of Minnesota Statutes, Section 462.3593 which permit and regulate temporary family health care dwellings. All members present voted aye. Motion carried.

C. 1st Reading of an Ordinance Regarding Vacation of Allen Avenue

Attorney Land gave an overview of a property that needed to be vacated. As part of the Safe Routes to School (“SRTS”) project, it was discovered that there exists a portion of a “vacated” Allen Avenue that encumbers the property owned by Joan Kopp at 217 Wentworth Avenue W. By a Decree of May 29, 1929, the City Council vacated the eastern half of Allen Avenue. On May 22, 1946, the City Council intended to vacate several rights of way and alleys in the subdivision plat, including Allen Avenue, but, due to a scrivener’s error, Allen Avenue was accidentally excepted from the vacation and it still exists, as depicted on the attached map. The underlying property is owned by Ms. Kopp.

Motion was made by Clpn. Bellows and seconded by Clpn. Vitelli to approve the first reading of an ordinance providing for the vacation of a right-of-way easement for a portion of Allen Avenue which is unimproved and reserve for itself a drainage and utility easement. All members present voted aye. Motion carried.

D. Approve Installation of Snow Shields on Dome Exits

Public Works Director Ross Beckwith gave an overview. Due to the elevation and slopes on the property, the dome was designed with the west side being below grade. Since the dome is required to have emergency exits all the way around, the 6 exits on the west side of the dome exit into a stairwell that goes up into the west parking area. Due to the design, even though there is a roof over the stairwell, those exits are subject to rain and snow flowing into them off the roof because of a gap between the dome fabric and hard roof structure. This has been problematic in the winter, as every time it snows the snow shed off the roof fills the stairwells and gets compacted, sometimes to the point of ice due to the warm air coming out the doors. (Picture attached) Staff must manually remove the snow, but cannot safely do so until all the snow has slid off the roof, sometimes days later. The snow sometimes slides down in large sheets at high rates of speed, similar to an avalanche.

Staff received quotes from three companies to manufacture the steel shields and the low bid was from Superior Iron, Inc. for a cost of \$6,155.00 per structure. We also received quotes from two

companies to install the six fabric flaps. The low bid was from Arizon Companies for a cost of \$12,602.00 for all six. The total cost for this improvement project, with installation charges, is expected to be under \$60,000.00

Clpn. Napier said this is long overdue but he would like a warranty or known success rate. Director Beckwith said this is not something everyone is doing. This should have been built a little differently but this works and it's a solution.

Clpn. Vitelli said he assumes the drawing is sufficient and works for a heavy snow load.

Clpn. Bellows is a little perplexed by why the dome accumulates snow that runs off. Clpn. Vitelli said it was a design flaw with the stairwells – it's more of an architectural issue than a dome fabric issue.

Manager Fulton said the warranty issue should probably not be considered because this was a basic design flaw.

Motion was made by Clpn. Iago and seconded by Clpn. Vitelli to approve installation of snow shields on the west side Sports Dome exits. All members present voted aye. Motion carried.

E. Approve Consultant Contract for Safe Routes to School Project #17-3

Public Works Director Ross Beckwith gave an overview. The City submitted a Safe Routes to School (SRTS) federal grant application for the installation of a sidewalk along the east side of Bidwell Ave., from Thompson Ave. to Butler Ave. The City was recently notified that we were successful in obtaining a SRTS grant toward the construction of the project. Construction costs were estimated at \$360,500 at the time of the submittal which requires a 20% local match. The City was granted \$288,400 for construction of this project, but will need to pay 100% of preliminary engineering, right-of-way and construction engineering.

Motion was made by Clpn. Halverson and seconded by Clpn. Armon to approve the consultant agreement with Kimley-Horn in the amount of \$129,700 for preliminary engineering and design services on the Bidwell Avenue Safe Routes to School Project #17-3. All members present voted aye. Motion carried.

F. Award Bid for Safe Routes to School Project #14-6

Public Works Director Ross Beckwith gave an overview. Bids for the Wentworth/Bellows Safe Routes to School Project were opened and read aloud on Tuesday, July 26. Seven bids were submitted. The bids are shown below along with WSB's estimate.

Bidder	Base Bid
Ti-Zack Concrete, Inc.	\$209,716.50
Sunram Construction, Inc.	\$212,391.00

Max Steininger, Inc.	\$215,562.33
Pember Companies, Inc.	\$217,901.00
Bituminous Roadways, Inc.	\$226,146.50
Urban Companies	\$227,589.00
Park Construction Company	\$229,303.05
Engineer's Estimate	\$191,260.00

Motion was made by Clpn. Vitelli and seconded by Clpn. Napier to accept the bids and approve a construction contract with Ti-Zack Concrete, Inc. for an amount of \$209,716.50 for the Wentworth/Bellows Safe Routes to School Project #14-6. All members present voted aye. Motion carried.

G. Approve Change Orders for City Lift Station and Forcemain Project #16-2

Public Works Director Ross Beckwith gave an overview of the lift station and forcemain project.

Change Order #2 – A portion of the sanitary sewer service at the property adjacent to LS 5 will be impacted during construction of the new wet wells. The existing service does not come straight out of the house as it typically does, but rather runs at an angle across the property's yard.

Change Order #3 – There are three power lines that run out the generator (garage) at Lift Station 6 which supply power and backup power to both LS 6 and LS 5. Upon excavation of the wet well at LS 6 it was determined the exact location of the three power lines were in conflict with the new wells. There was not enough slack to move them out of the way, which is sometimes the case. In order to proceed with the lift station installation the power lines have to be relocated.

Clpn. Armon asked how far we are into digging and learning more about this project. Director Beckwith said there are a lot of unknowns but we are about 25% done with the lift stations.

Clpn. Vitelli asked about generator power. Director Beckwith said we are putting in a new generator so each lift station has its own.

Motion was made by Clpn. Napier and seconded by Clpn. Armon to approve Change Orders #2 and #3 for a total amount of \$21,605.88 for the Lift Station 5 & 6 Project #16-2 as presented. All members present voted aye. Motion carried.

Clpn. Vitelli left the meeting briefly at 8:28 p.m.

H. Approve Consultant Contract for Charlton Street Improvement Project

Public Works Director Ross Beckwith gave an overview. At the July 11, 2016 City Council meeting staff recommended certain streets to be included as candidates for the 2017 Street Improvements Project. It was noted by Council that Charlton St. between Marie Ave. and TH

110 was not included on this list and that it should be brought back for Council consideration as a 2017 street improvement project, instead of a likely 2018 project.

This stretch of Charlton St. is a state aid road, clearly in need of reconstruction. The City's Pedestrian & Bicycle Master Plan shows a proposed on-street bike lane along this stretch of Charlton St. which would greatly benefit the neighborhood and the region as it ties in to the North Urban Regional Trail (NURT) at Trunk Highway 110.

Since Bolton & Menk, Inc. is starting on the 2017 Street Improvement Project field work, they were asked to submit a scope of services proposal mirroring the 2017 Street Improvement Project proposal. The only difference is that since Charlton Street is a state aid road it has extra requirements for design and construction.

Mayor Meisinger asked if Bolton & Menk has enough employees to handle our project – yes said Director Beckwith.

Clpn. Napier said this is the single most complained about and well-traveled road. This repair is needed.

Clpn. Armon agrees – what is the bid plan? Director Beckwith said we will do this with other things that Bolton and Menk is doing for us. Staff is going for a February bid date.

Clpn. Halverson said it is not just a Ward 3 issue and she is glad to get it in and on the schedule.

Mayor Meisinger said Charlton has become a raceway. This is a major concern and it's something we should think about – reducing the speed on this street.

Motion was made by Clpn. Iago and seconded by Clpn. Halverson to approve the contract with Bolton & Menk, Inc. for Charlton Avenue as part of the 2017 Street Improvement Project, City Project #17-1, for an hourly not to exceed the contract amount of \$176,129.00. All members present voted aye. Motion carried.

I. Consideration of Robert Street Easement Acquisitions

Motion was made by Clpn. Bellows and seconded by Clpn. Iago to approve to Robert Street easement acquisitions as discussed at the closed session. All members present voted aye. Motion carried.

13. Old Business

There was no old business to discuss this evening.

14. Adjourn

Motion was made by Clpn. Bellows and seconded by Clpn. Armon to adjourn the meeting at 8:34 p.m. All members present voted aye. Motion carried.

David Meisinger
Mayor
City of West St. Paul

**CITY OF WEST ST. PAUL
SPECIAL CITY COUNCIL MEETING
MUNICIPAL CENTER ADMINISTRATION
August 11, 2016 at 5:00 p.m.**

1. Call to Order

Mayor David Meisinger called the meeting to order at 5:03 p.m.

2. Roll Call

Present: Mayor David Meisinger and Councilmembers Ed Iago, John Bellows, Jenny Halverson and Dave Napier (remotely). Councilmembers Dick Vitelli and Pat Armon had an excused absence.

Others Present: City Clerk Chantal Doriott.

3. Adopt the Agenda

Council approved the agenda as presented.

4. New Business

4.A. Canvass the Primary Election Results

Motion was made by Clpn. Iago and seconded by Clpn. Halverson to adopt Resolution No. 16-71 canvassing the municipal primary election results abstract, provided by Dakota County, as presented. All members present voted aye. Motion carried.

5. Adjourn

Motion was made by Clpn. Halverson and seconded by Clpn. Bellows to adjourn the meeting at 5:05 p.m. All members present voted aye. Motion carried.

David Meisinger
Mayor
City of West St. Paul

Sign & P

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

RESOLUTION NO. 16- 71

RESOLUTION CANVASSING MUNICIPAL PRIMARY ELECTION RESULTS

WHEREAS, the City of West St. Paul did conduct and hold a Primary Municipal Election on August 9, 2016, for the Mayoral seat and Councilmember seats in Ward 1 and Ward 3 to be voted on at a General Election on November 8, 2016;

WHEREAS, the City Council acting as Canvassing Board of the City of West Saint Paul did canvass the Municipal Primary Election Results of August 9, 2016, per the attached abstract provided by Dakota County.

BE IT RESOLVED, that the City Council, acting as Canvassing Board and having canvassed the returns of the Municipal Primary Election Results held on August 9, 2016, hereby accepts the City Clerk's Report.

BE IT FURTHER RESOLVED, that the City Council hereby certifies the following:

- David Meisinger and Jenny Halverson are Mayor candidates;
- Pat Armon and Bob Pace are Ward 1 Councilmember candidates; and
- Dave Napier and John Ramsay are Ward 3 Councilmember candidates

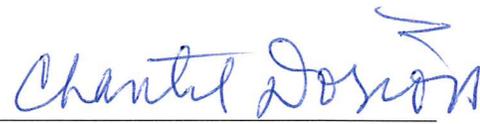
The City Clerk shall place the names of these candidates on the City General Election Ballot for the General Election to be held on November 8, 2016.

Adopted by the City Council of the City of West St. Paul this 11th day of August 2016.

Ayes: 4 Nays: 2



David Meisinger, Mayor

Attest: 

Chantal Doriott, City Clerk

Abstract of Votes Cast
In the Precincts of the City of West St. Paul
State of Minnesota
at the STATE PRIMARY
Held Tuesday, August 09, 2016

as compiled from the official returns.

Summary of Totals
City of West St. Paul
Tuesday, August 09, 2016 STATE PRIMARY

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

NP - Nonpartisan

Mayor (West St. Paul)

NP	NP	NP
Morgan	Jenny Halverson	David Meisinger
Kavanaugh	1048	925
265		

Council Member Ward 1 (West St. Paul)

NP	NP	NP	NP
Pat Armon	Cass Wendlandt	Bob Pace	Bob Korfhage
195	46	201	19

Council Member Ward 3 (West St. Paul)

NP	NP	NP
John Ramsay	Dave Napier	Christopher Burr
269	554	107

Detail of Election Results
City of West St. Paul
Tuesday, August 09, 2016 STATE PRIMARY

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
19 4910 : WEST ST PAUL W-1 P-1	2144	0	0
19 4920 : WEST ST PAUL W-1 P-2	1095	0	0
19 4940 : WEST ST PAUL W-2 P-1	2556	0	0
19 4950 : WEST ST PAUL W-2 P-2	1351	0	0
19 4970 : WEST ST PAUL W-3 P-1	1694	0	0
19 4980 : WEST ST PAUL W-3 P-2	2382	0	0
City of West St. Paul Total:	11222	0	0

Detail of Election Results
City of West St. Paul
Tuesday, August 09, 2016 STATE PRIMARY

Office Title: Mayor (West St. Paul)

Precinct	NP	NP	NP
	Morgan Kavanaugh	Jenny Halverson	David Meisinger
19 4910 : WEST ST PAUL W-1 P-1	40	145	125
19 4920 : WEST ST PAUL W-1 P-2	23	68	85
19 4940 : WEST ST PAUL W-2 P-1	52	265	184
19 4950 : WEST ST PAUL W-2 P-2	13	103	113
19 4970 : WEST ST PAUL W-3 P-1	47	202	211
19 4980 : WEST ST PAUL W-3 P-2	90	265	207
Total:	265	1048	925

Detail of Election Results
City of West St. Paul
Tuesday, August 09, 2016 STATE PRIMARY

Office Title: Council Member Ward 1 (West St. Paul)

Precinct	NP Pat Armon	NP Cass Wendlandt	NP Bob Pace	NP Bob Korfhage
19 4910 : WEST ST PAUL W-1 P-1	134	25	130	10
19 4920 : WEST ST PAUL W-1 P-2	61	21	71	9
Total:	195	46	201	19

Detail of Election Results
City of West St. Paul
Tuesday, August 09, 2016 STATE PRIMARY

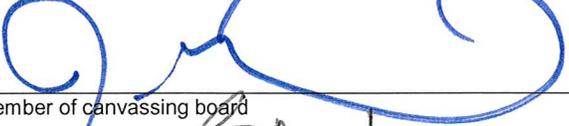
Office Title: Council Member Ward 3 (West St. Paul)

Precinct	NP John Ramsay	NP Dave Napier	NP Christopher Burr
19 4970 : WEST ST PAUL W-3 P-1	132	236	50
19 4980 : WEST ST PAUL W-3 P-2	137	318	57
Total:	269	554	107

We certify that we have herein specified the names of the candidates receiving votes and the number of votes received by each candidate, and have specified the number of votes for and against any question voted on, at the STATE PRIMARY held on Tuesday, August 09, 2016.

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the City of West St. Paul Clerk. Witness our official signature at City Municipal office in Sakota County County this 11 day of August 2016.


Member of canvassing board


Member of canvassing board


Member of canvassing board


Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

State of Minnesota
City of West St. Paul

I, Chantal M Daviot, Clerk of the City of West St. Paul do hereby certify the within and foregoing
seven pages to be a full and correct copy of the original abstract and return of the votes cast in the City of West St. Paul STATE
PRIMARY held on Tuesday, August 09, 2016.

Witness my hand and official seal of office this 11 day of August, 2016.

Chantal M. Daviot

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: August 22, 2016
SUBJECT: List of Claims



City of West St. Paul

BACKGROUND INFORMATION:

Invoices to be paid

FISCAL IMPACT:

\$2,975,518.35

STAFF RECOMMENDATION:

Approve payment of attached

CITY OF WEST ST PAUL

Summary of List of Claims

Council Meeting of August 22, 2016

PAYROLL CHECK REGISTER:

Payroll Period	8/1/16 - 8/14/16	
Date Paid	8/19/2016	\$160,292.87
Direct Deposit		

Payroll Period		
Date Paid		
Direct Deposit		

TOTAL NET PAYROLL

\$160,292.87

DISBURSEMENT CHECK REGISTER:

Checks	122515 - 122695	\$2,681,303.24
EFTS	950 - 965	\$133,922.24

TOTAL DISBURSEMENT CHECKS

\$2,815,225.48

TOTAL PAYROLL, DISBURSEMENTS, ACH AND WIRE TRANSFERS

\$2,975,518.35

Payment Register

From Payment Date: 8/1/2016 - To Payment Date: 8/22/2016

Number	Date	Payee Name	Transaction Amount
AP - Accounts Payable			
<u>Check</u>			
122515	08/12/2016	ADVANTAGE SIGNS & GRAPHICS	\$154.20
122516	08/12/2016	ARROW MOWER	\$33.04
122517	08/12/2016	BOYER FORD TRUCKS INC	\$85.29
122518	08/12/2016	CONTINENTAL SAFETY EQUIPMENT	\$195.00
122519	08/12/2016	CUB FOODS - WEST ST PAUL	\$8.98
122520	08/12/2016	CUSHMAN MOTOR COMPANY	\$580.00
122521	08/12/2016	HENNEPIN COUNTY WARRANTS	\$156.00
122522	08/12/2016	INVER GROVE FORD	\$38.22
122523	08/12/2016	IOT(INTERNATIONAL OFFICE TECH)	\$170.99
122524	08/12/2016	KEEPRS, INC	\$1,439.61
122525	08/12/2016	L-3 COMMUNICATIONS MOBILE VISI	\$195.16
122526	08/12/2016	LAW ENFORCEMENT LABOR SERVICES	\$1,280.13
122527	08/12/2016	M & L DISTRIBUTING, INC	\$304.50
122528	08/12/2016	MENARDS	\$206.80
122529	08/12/2016	MN BENEFIT ASSOCIATION	\$917.36
122530	08/12/2016	MN GLOVE	\$291.80
122531	08/12/2016	MN LOCKS	\$22.40
122532	08/12/2016	MN TEAMSTERS LOCAL #320	\$1,030.00
122533	08/12/2016	MOOSBRUGGER, WILLIAM	\$3.00
122534	08/12/2016	O'REILLY AUTOMOTIVE, INC	\$351.65
122535	08/12/2016	OFFICE DEPOT	\$74.42
122536	08/12/2016	REGENCY BUSINESS SOLUTIONS	\$43.10
122537	08/12/2016	RW PROPERTIES,LLC & CAMERON LAW OFFICE	\$242,791.67
122538	08/12/2016	SHERWIN WILLIAMS	\$20.99
122539	08/12/2016	SUBURBAN TIRE WHOLESALE INC	\$227.94
122540	08/12/2016	TWIN CITY SAW	\$28.99
122541	08/12/2016	TWIST OFFICE PRODUCTS	\$299.15
122542	08/12/2016	ZEP MANUFACTURING COMPANY	\$305.20
122543	08/15/2016	MN DEPT OF LABOR & IND- OCCUPA	\$315.00
122544	08/15/2016	T.C. ENTERPRISES	\$34,352.85
122545	08/22/2016	A B C RENTAL	\$63.90
122546	08/22/2016	ADVANCED ENGINEERING & ENVIRONMENTAL	\$18,198.82
122547	08/22/2016	ADVANTAGE SIGNS & GRAPHICS	\$119.60
122548	08/22/2016	ANTONY-THOMAS, LISA	\$144.00
122549	08/22/2016	ARCTIC GLACIER	\$162.20
122550	08/22/2016	ARMON/PAT	\$150.00
122551	08/22/2016	ARMOR SECURITY	\$260.00
122552	08/22/2016	ARROW MOWER	\$27.68
122553	08/22/2016	B T DESIGN	\$36.00
122554	08/22/2016	BATTERIES PLUS BULBS	\$19.99
122555	08/22/2016	BECKER ARENA PRODUCTS INC	\$487.27
122556	08/22/2016	BECKWITH, ROSS	\$37.80
122557	08/22/2016	BERGSTROM, CHERYL	\$237.00
122558	08/22/2016	BOWMAN, JUSTIN	\$69.97
122559	08/22/2016	BRODIE, JANE, S	\$165.00
122560	08/22/2016	C S S	\$286.00
122561	08/22/2016	CAPRA'S UTILITIES	\$17,225.00
122562	08/22/2016	CARBONES PIZZA	\$65.45
122563	08/22/2016	CARLTON, JUDY	\$145.00
122564	08/22/2016	CARR, DAVID	\$170.00

Payment Register

From Payment Date: 8/1/2016 - To Payment Date: 8/22/2016

122565	08/22/2016	CBC	\$120.00
122566	08/22/2016	CHAPPLE, MARVIN	\$100.00
122567	08/22/2016	CHEROKEE TAVERN	\$10,000.00
122568	08/22/2016	CHILD, II, FLOYD , M	\$175.00
122569	08/22/2016	CINTAS UNIFORMS	\$117.38
122570	08/22/2016	COCA-COLA BOTTLING CO	\$403.44
122571	08/22/2016	COMCAST	\$497.13
122572	08/22/2016	CORPORATE MARK INC	\$170.00
122573	08/22/2016	CROWN TROPHY	\$80.00
122574	08/22/2016	CUB FOODS - WEST ST PAUL	\$40.03
122575	08/22/2016	CUTTS/HOWARD	\$204.00
122576	08/22/2016	DAKOTA COMMUNICATIONS CENTER	\$55,602.00
122577	08/22/2016	DAKOTA COUNTY FINANCIAL SERV	\$678.06
122578	08/22/2016	DAKOTA COUNTY PROPERTY RECORDS	\$1,218.88
122579	08/22/2016	DODGE, THOMAS	\$1,647.90
122580	08/22/2016	DOLAN/RITA	\$544.00
122581	08/22/2016	DORIOTT, CHANTAL	\$83.09
122582	08/22/2016	DORSEY, SYLVIA	\$23.95
122583	08/22/2016	ECKERT, RITA	\$170.00
122584	08/22/2016	ECKSTROM, BARB	\$270.00
122585	08/22/2016	EHLERS & ASSOCIATES	\$1,495.00
122586	08/22/2016	ELECTION SYSTEMS & SOFTWARE	\$208.98
122587	08/22/2016	ELROY'S ELECTRIC SERVICE	\$234.00
122588	08/22/2016	ETOLL, DEBORAH D	\$165.00
122589	08/22/2016	EUREKA CONSTRUCTION	\$1,196,254.15
122590	08/22/2016	FELTON, ROGER	\$170.00
122591	08/22/2016	FISCHBACH, DANIEL	\$170.00
122592	08/22/2016	FITOL HINTZ CONSTRUCTION	\$5,357.13
122593	08/22/2016	FOLEY, SANDRA	\$170.00
122594	08/22/2016	FORSBERG/JON	\$33.16
122595	08/22/2016	FROMM, GABRIEL	\$140.00
122596	08/22/2016	FROMM/DOUG	\$222.00
122597	08/22/2016	GALLS INC	\$2,400.00
122598	08/22/2016	GARCIA, LANETTE	\$54.95
122599	08/22/2016	GENERAL SECURITY SERVICES	\$341.15
122600	08/22/2016	GEVORA, CHRISTINA	\$222.00
122601	08/22/2016	GOPHER STATE ONE-CALL	\$406.35
122602	08/22/2016	GRAINGER INC	\$108.30
122603	08/22/2016	GRAYBEAL, LONA	\$165.00
122604	08/22/2016	HANSEN, JAMES	\$95.00
122605	08/22/2016	HASLERUD, MARJORIE	\$260.00
122606	08/22/2016	HAWKINS WATER TREATMENT	\$535.00
122607	08/22/2016	IAGO, EDWARD	\$140.50
122608	08/22/2016	IAGO, KAREN	\$170.00
122609	08/22/2016	INGEBRIGTSEN, SUSAN	\$160.50
122610	08/22/2016	INVER GROVE FORD	\$139.42
122611	08/22/2016	JANISCH/JEANNE	\$240.00
122612	08/22/2016	JESKE, JILL	\$210.00
122613	08/22/2016	JJ TAYLOR DIST. OF MN	\$234.60
122614	08/22/2016	KAGAN, ALAN	\$180.00
122615	08/22/2016	KAMMERER, DIANA	\$234.00
122616	08/22/2016	KLEIN, BERNARD	\$175.00
122617	08/22/2016	KUCHERA, MIKE	\$150.00
122618	08/22/2016	LASER 1 TECHNOLOGIES INC	\$281.16

Payment Register

From Payment Date: 8/1/2016 - To Payment Date: 8/22/2016

122619	08/22/2016	LEVANDER, GILLEN & MILLER	\$48,188.45
122620	08/22/2016	LIESENER, JOEL	\$118.77
122621	08/22/2016	LMCIT	\$209.72
122622	08/22/2016	LOWE'S RETAIL STORE	\$30.51
122623	08/22/2016	LS BLACK CONSTRUCTORS	\$470,242.98
122624	08/22/2016	M C P A	\$60.00
122625	08/22/2016	M T I DISTRIBUTING	\$74.37
122626	08/22/2016	MAANUM, JULIANNA	\$270.00
122627	08/22/2016	MADISON, SHARON ANN	\$150.00
122628	08/22/2016	MALERICH, DANETTE	\$140.00
122629	08/22/2016	MATHIAS, DEBRA	\$165.00
122630	08/22/2016	MCMULLEN INSPECTING, INC	\$2,136.80
122631	08/22/2016	MELNICK/MARY JANE	\$165.00
122632	08/22/2016	MENARDS	\$508.70
122633	08/22/2016	METROPOLITAN COUNCIL	\$138,214.18
122634	08/22/2016	MID-NORTHERN SERVICES	\$211.76
122635	08/22/2016	MILES BUILDERS INC	\$2,485.00
122636	08/22/2016	MILLER, IDONNA, J	\$100.00
122637	08/22/2016	MILNER, MYRTLE	\$70.00
122638	08/22/2016	MINNEAPOLIS/CITY OF	\$57.60
122639	08/22/2016	MIRA, MARIA	\$50.00
122640	08/22/2016	MISTER CAR PARTNERS	\$46.48
122641	08/22/2016	MN DEPT OF TRANS-COMMISSIONER	\$300.47
122642	08/22/2016	MN GLOVE	\$99.00
122643	08/22/2016	MOST, DEBORAH	\$216.00
122644	08/22/2016	MULLEN, CHRISTINE	\$190.00
122645	08/22/2016	NITTI SANITATON INC	\$106.05
122646	08/22/2016	NORDIN, WAYNE	\$170.00
122647	08/22/2016	NORTON, LISA	\$957.75
122648	08/22/2016	NYQUIST, RHEA	\$237.00
122649	08/22/2016	O'REILLY AUTOMOTIVE, INC	\$24.34
122650	08/22/2016	OFFICE DEPOT	\$14.58
122651	08/22/2016	PAGEL, GARY	\$180.00
122652	08/22/2016	PALMER, ELIZABETH	\$60.00
122653	08/22/2016	PEMBER COMPANIES INC	\$245,266.20
122654	08/22/2016	PETCO ANIMAL SUPPLIES	\$82.82
122655	08/22/2016	PETERSON COMPANIES	\$242.18
122656	08/22/2016	PETERSON/KRISTINE H	\$170.00
122657	08/22/2016	QUICKSILVER	\$18.08
122658	08/22/2016	REAA	\$7,282.80
122659	08/22/2016	REGENCY BUSINESS SOLUTIONS	\$252.03
122660	08/22/2016	REZAC, DARIN	\$21.83
122661	08/22/2016	RICOH USA INC	\$195.88
122662	08/22/2016	RICOH USA, INC	\$166.94
122663	08/22/2016	RITTER, ALICE	\$900.00
122664	08/22/2016	RONEL BUILDERS	\$618.20
122665	08/22/2016	RUSSELL, KATHLEEN D	\$170.00
122666	08/22/2016	SAM'S CLUB DIRECT	\$435.50
122667	08/22/2016	SAVARD, HOPE	\$24.00
122668	08/22/2016	SCHWARTZ, MARTHA	\$170.00
122669	08/22/2016	SEVENICH, RITA	\$165.00
122670	08/22/2016	SFDMG, LLC	\$4,383.69
122671	08/22/2016	SHORT ELLIOTT HENDRICKSON, INC	\$40,303.94
122672	08/22/2016	SKADRON ANIMAL HOSPITAL P A	\$177.26

Payment Register

From Payment Date: 8/1/2016 - To Payment Date: 8/22/2016

122673	08/22/2016	SMEBY, MICHAEL, B	\$170.00
122674	08/22/2016	SNAZA MAANUM, JEANNE	\$170.00
122675	08/22/2016	SOUTHVIEW GARDEN CENTER INC	\$146.25
122676	08/22/2016	SPEED PRINT INC	\$87.00
122677	08/22/2016	SPRWS	\$14,601.82
122678	08/22/2016	ST JOSEPH'S CHURCH	\$6,849.75
122679	08/22/2016	ST PAUL/CITY OF	\$2,984.58
122680	08/22/2016	SWEEN-LEVAN, ANNE	\$95.00
122681	08/22/2016	T G LANDSCAPING & CONST	\$6,931.75
122682	08/22/2016	TESCH, LAURA	\$145.00
122683	08/22/2016	TESSMAN SEED	\$923.00
122684	08/22/2016	THUECKS, SHARON	\$90.00
122685	08/22/2016	TROJE'S TRASH PICK-UP SERVICE	\$328.52
122686	08/22/2016	TWIST OFFICE PRODUCTS	\$301.80
122687	08/22/2016	VAN ORDEN, VANESSA	\$170.00
122688	08/22/2016	VANGUARD CLEANING SYSTEMS	\$2,179.80
122689	08/22/2016	VENTURE PASS PARTNERS, LLC	\$2,669.50
122690	08/22/2016	WAHLQUIST, JOYCE	\$80.00
122691	08/22/2016	WEBBER, BETTY	\$254.00
122692	08/22/2016	WITTE, KENNETH O	\$165.00
122693	08/22/2016	XCEL ENERGY	\$54,585.96
122694	08/22/2016	ZAHRADKA, MARY ELIZABETH	\$210.00
122695	08/22/2016	ZAN ASSOCIATES	\$12,206.32

Type Check Totals:

\$2,681,303.24

EFT

950	08/09/2016	ANCHOR BANK OF W. ST PAUL	\$52,533.67
951	08/09/2016	DEARBORN NATIONAL	\$454.91
952	08/09/2016	I C M A	\$150.00
953	08/09/2016	I C M A RETIREMENT TRUST-457	\$7,215.82
954	08/09/2016	MII LIFE --- VEBA	\$3,041.15
955	08/09/2016	MN DEPARTMENT OF REVENUE	\$10,622.91
956	08/09/2016	MSRS - 457	\$1,790.00
957	08/09/2016	MSRS HCSP	\$2,161.36
958	08/09/2016	PUBLIC EMPLOYEES RETIRMNT ASSN	\$46,474.41
959	08/09/2016	MII LIFE --- VEBA	\$1,551.92
960	08/22/2016	ANCHOR BANK OF W. ST PAUL	\$503.19
961	08/22/2016	HIGHER STANDARDS INC	\$972.46
962	08/22/2016	MN STATE TREASURER	\$2,706.00
963	08/22/2016	NEOPOST - ADVANCE	\$1,500.00
964	08/22/2016	SELECTACCOUNT	\$951.61
965	08/22/2016	THE HARTFORD-PRIORITY ACCOUNTS	\$1,292.83

Type EFT Totals:

\$133,922.24

TOTAL
CHECKS &
EFTS

\$2,815,225.48

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: August 22, 2016
SUBJECT: July 2016 General Fund Budget Report



City of West St. Paul

BACKGROUND INFORMATION:

Attached is the July 2016 General Fund Budget to Actual Report for Council review. The revenues are reported by major type and the expenditures are reported by department.

The budget target percentage for July is 58%. Actual revenues total 59% and expenditures total 53%.

All departments are near or below 58% with the following exceptions:

- Mayor/Council – 82% due to payments for 2016 audit services and Winter Fun Fest expenditures (these expenses were offset by donations).
- Legal – 64% due to higher than expected civil legal costs.
- Human Resources – 66% due to annual sick leave conversion payout.

FISCAL IMPACT: None

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the July 2016 General Fund Budget Report.

City of West St Paul
 General Fund Budget to Actual Report
 July 2016

<u>Account Description</u>	<u>Adopted Budget</u>	<u>Current Transactions</u>	<u>YTD Transactions</u>	<u>Remaining Budget</u>	<u>% of Budget Rec'd/Used</u>
Fund 101 - General Fund					
REVENUE					
Taxes	10,053,785	3,075,187	6,658,900	3,394,885	66%
Licenses and Permits	519,500	28,976	210,315	309,185	40%
Intergovernmental Revenues	484,500	50,850	187,722	296,778	39%
Charges for Services	639,205	35,019	336,162	303,043	53%
Fines & Forfeits	125,000	10,043	69,110	55,890	55%
Miscellaneous	231,908	45,429	82,745	149,163	36%
Other Financing Sources	688,000	-	5,421	682,579	1%
REVENUE TOTALS	<u>12,741,898</u>	<u>3,245,504</u>	<u>7,550,376</u>	<u>5,191,522</u>	59%
EXPENSE					
Mayor and Council	120,652	5,948	98,708	21,944	82%
Charter Commission	1,500	-	195	1,305	13%
City Manager / City Clerk	778,375	59,907	437,208	341,167	56%
Elections	28,575	263	600	27,975	2%
Finance	378,370	28,282	213,428	164,942	56%
Legal	360,000	32,447	231,275	128,725	64%
Planning & Comm Develop	317,275	24,189	137,769	179,506	43%
Recycling Dept	23,250	-	7,705	15,545	33%
Information Technology	437,225	29,368	246,432	190,793	56%
City Hall Building	205,610	13,204	98,415	107,195	48%
PW Facility	63,000	3,089	31,126	31,874	49%
Police	4,319,675	325,179	2,358,561	1,961,114	55%
Communications Center	638,065	52,370	312,662	325,403	49%
Fire	2,125,394	254,232	1,062,697	1,062,697	50%
Building Inspections	415,635	29,503	198,267	217,368	48%
Civil Defense	15,295	31	8,352	6,943	55%
Traffic Signs	23,900	2,543	12,053	11,847	50%
Animal Control	5,150	-	-	5,150	0%
Engineering	204,004	13,506	95,341	108,663	47%
Streets	1,201,698	82,647	674,642	527,056	56%
Street Lighting	132,025	707	58,716	73,309	44%
Human Resources	88,775	9,290	58,994	29,781	66%
Parks and Recreation	823,450	84,667	449,893	373,557	55%
Transfers Out	35,000	-	-	35,000	0%
EXPENSE TOTALS	<u>12,741,898</u>	<u>1,051,372</u>	<u>6,793,039</u>	<u>5,948,859</u>	53%
General Fund Totals					
REVENUE TOTALS	12,741,898	3,245,504	7,550,376	5,191,522	59%
EXPENSE TOTALS	12,741,898	1,051,372	6,793,039	5,948,859	53%
General Fund Net	-	2,194,133	757,337	(757,337)	

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: August 22, 2016
SUBJECT: July 2016 Investment Report



City of West St. Paul

BACKGROUND INFORMATION:

Attached is the investment report for July 2016.

FISCAL IMPACT:

There is no fiscal impact.

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the July 2016 investment report.



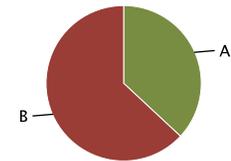
Portfolio holdings

as of July 31, 2016

Summary of Portfolio Holdings

	Cost basis (\$)	Value on 07/31/2016 (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of portfolio
A Cash	4,391,434.27	4,391,434.27	0.00	0.00%	17,126.98	0.39%	36.93%
Cash	4,391,434.27	4,391,434.27	0.00	0.00%	17,126.98	0.39%	36.93%
B Fixed Income	7,392,288.75	7,499,305.27	107,016.52	1.45%	118,250.00	1.58%	63.07%
US	6,907,288.75	7,004,396.95	97,108.20	1.41%	109,982.50	1.57%	58.91%
International	485,000.00	494,908.32	9,908.32	2.04%	8,267.50	1.67%	4.16%
C Equity	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00%
D Commodities	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00%
E Non-Traditional	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00%
F Other	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00%
Total Portfolio	\$11,783,723.02	\$11,890,739.54	\$107,016.52	0.91%	\$135,376.98	1.14%	100%

Balanced mutual funds are allocated in the 'Other' category





Portfolio holdings - as of July 31, 2016 (continued)

Details of portfolio holdings

	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of asset class	% of portfolio
Total Portfolio	\$11,783,723.02	\$11,890,739.54	\$107,016.52	0.91%	\$135,376.98	1.14%	100%	100%

Cash	Quantity	Purchase price (\$)/Avg Price	Price on 07/31/2016 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Cash	% of portfolio
Cash											
UBS BANK USA DEPOSIT ACCOUNT	1,166.79	1.00	1.00	1,166.79	1,166.79	0.00	0.00%	0.00	0.00%	0.03%	0.01%
UBS SELECT PRIME INSTITUTIONAL FUND	4,391,534.49	1.00	1.00	4,391,534.49	4,391,534.49	0.00	0.00%	17,126.98	0.39%	100.00%	36.93%
Client investment:											
Reinvested dividends:											
Investment return:											
USD CASH	-1,166.79	2.00	2.00	-1,267.01	-1,267.01	0.00	0.00%	0.00	0.00%	-0.03%	-0.01%
Total Cash				\$4,391,434.27	\$4,391,434.27	\$0.00	0.00%	\$17,126.98	0.39%	100.00%	36.93%

Total Cash				\$4,391,434.27	\$4,391,434.27	\$0.00	0.00%	\$17,126.98	0.39%	100.00%	36.93%
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Fixed Income	Quantity	Purchase price (\$)/Avg Price	Price on 07/31/2016 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Fixed Income	% of portfolio
US											
ALLY BK UT US RT 00.9000% MAT 08/22/16 FIXED RATE CD	240,000.00	100.00	100.02	240,000.00	241,007.97	1,007.97	0.42%	2,160.00	0.90%	3.21%	2.03%
AMERICAN EXPRESS C NY US RT 02.1000% MAT 10/17/18 FIXED RATE CD	240,000.00	100.00	102.19	240,000.00	246,698.66	6,698.66	2.79%	5,040.00	2.06%	3.29%	2.07%
AMERICAN EXPRESS F UT US RT 02.0000% MAT 07/24/19 FIXED RATE CD	240,000.00	100.00	102.64	240,000.00	246,425.65	6,425.65	2.68%	4,800.00	1.95%	3.29%	2.07%
BANGOR SVGS BK ME US RT 01.1000% MAT 07/15/19 FIXED RATE CD	245,000.00	100.00	100.11	245,000.00	245,380.29	380.29	0.16%	2,695.00	1.10%	3.27%	2.06%
BANK OF HAMPTON RO VA US RT 01.0000% MAT 09/27/17 FIXED RATE CD	240,000.00	100.00	100.08	240,000.00	241,018.09	1,018.09	0.42%	2,400.00	1.00%	3.21%	2.03%
BANKUNITED FSB FL US RT 01.1000% MAT 02/20/18 FIXED RATE CD	200,000.00	100.00	100.67	200,000.00	202,338.52	2,338.52	1.17%	2,200.00	1.09%	2.70%	1.70%



Portfolio holdings - as of July 31, 2016 (continued)

Fixed Income	Quantity	Purchase price (\$)/ Avg Price	Price on 07/31/2016 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Fixed Income	% of portfolio
US											
BARCLAYS BK DE US RT 02.1000% MAT 07/23/19 FIXED RATE CD	245,000.00	100.00	102.60	245,000.00	251,475.42	6,475.42	2.64%	5,145.00	2.05%	3.35%	2.11%
BK OF NORTH CAROLI ME US RT 01.0000% MAT 01/30/17 FIXED RATE CD	200,000.00	100.00	100.23	200,000.00	200,629.86	629.86	0.31%	2,000.00	1.00%	2.68%	1.69%
BMW BANK NORTH AME UT US RT 02.1500% MAT 12/10/19 FIXED RATE CD	240,000.00	100.00	103.40	240,000.00	248,890.59	8,890.59	3.70%	5,160.00	2.08%	3.32%	2.09%
CAPITAL ONE BK VA US RT 02.1000% MAT 10/01/19 FIXED RATE CD	245,000.00	100.00	102.64	245,000.00	253,180.95	8,180.95	3.34%	5,145.00	2.05%	3.38%	2.13%
CIT BK SALT LAKE C UT US RT 02.1000% MAT 11/13/19 FIXED RATE CD	240,000.00	100.00	103.02	240,000.00	248,341.25	8,341.25	3.48%	5,040.00	2.04%	3.31%	2.09%
COMENITY BANK DE US RT 01.3500% MAT 12/12/17 FIXED RATE JUMBO CD	200,000.00	100.00	100.18	200,000.00	200,571.12	571.12	0.29%	2,700.00	1.35%	2.67%	1.69%
COMPASS BANK AL US RT 01.3000% MAT 12/11/17 FIXED RATE CD	245,000.00	100.00	100.49	245,000.00	246,659.15	1,659.15	0.68%	3,185.00	1.29%	3.29%	2.07%
FIRST BK HIGHLAND IL US RT 01.9500% MAT 07/24/19 FIXED RATE CD	240,000.00	100.00	100.32	240,000.00	240,857.75	857.75	0.36%	4,680.00	1.94%	3.21%	2.03%
FNMA NTS 01.000 % DUE 122617 DTD 122612 FC 06262013	250,000.00	100.00	100.04	250,000.00	250,343.06	343.06	0.14%	2,500.00	1.00%	3.34%	2.11%
FNMA NTS STEP-UP 01.250 % DUE 072721 DTD 072716 FC 01272017	500,000.00	100.00	99.98	500,000.00	499,979.44	-20.56	0.00%	6,250.00	1.25%	6.67%	4.20%
GOLDMAN SACHS BANK NY US RT 02.0500% MAT 07/23/19 FIXED RATE CD	200,000.00	100.00	102.48	200,000.00	205,051.86	5,051.86	2.53%	4,100.00	2.00%	2.73%	1.72%
GOLDMAN SACHS BANK UT US RT 01.8500% MAT 08/31/16 FIXED RATE CD	40,000.00	100.00	100.11	40,000.00	40,352.99	352.99	0.88%	740.00	1.85%	0.54%	0.34%
GOLDMAN SACHS BK U UT US RT 01.3500% MAT 08/29/17 FIXED RATE CD	240,000.00	100.00	100.46	240,000.00	242,462.14	2,462.14	1.03%	3,240.00	1.34%	3.23%	2.04%
HSBC BANK , NA DE US RT 01.2500% MAT 03/30/20 STEP RATE CD	240,000.00	100.00	100.16	240,000.00	240,384.00	384.00	0.16%	3,000.00	1.25%	3.21%	2.02%
JPMORGAN CHASE & C DE US RT 01.2500% MAT 11/30/18 FIXED RATE CD	200,000.00	100.00	100.05	200,000.00	200,530.66	530.66	0.27%	2,500.00	1.25%	2.67%	1.69%



Portfolio holdings - as of July 31, 2016 (continued)

Fixed Income	Quantity	Purchase price (\$)/ Avg Price	Price on 07/31/2016 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Fixed Income	% of portfolio
US											
NEW YORK CITY TRANSITION TAX C-3 RV BE/R/ 1.280 110118 DTD 120412	500,000.00	100.00	101.21	500,000.00	507,625.00	7,625.00	1.52%	6,400.00	1.26%	6.77%	4.27%
SALLIE MAE BK UT US RT 01.5000% MAT 10/10/17 FIXED RATE CD	240,000.00	100.00	100.81	240,000.00	243,055.86	3,055.86	1.27%	3,600.00	1.49%	3.24%	2.04%
SUN NATL BK NJ US RT 01.0000% MAT 10/03/17 FIXED RATE CD	240,000.00	100.00	100.25	240,000.00	240,775.13	775.13	0.32%	2,400.00	1.00%	3.21%	2.02%
THIEF RIVER FALLS MN TAX SR B BE/R/ 3.000 020125 DTD 060112	375,000.00	101.68	104.36	381,288.75	396,971.25	15,682.50	4.11%	11,250.00	2.87%	5.29%	3.34%
THIRD FED S&L ASSN OH US RT 02.0000% MAT 11/25/19 FIXED RATE CD	247,000.00	100.00	103.00	247,000.00	255,335.27	8,335.27	3.37%	4,940.00	1.94%	3.40%	2.15%
TWO RIVERS ST BK NE US RT 01.2500% MAT 07/18/19 FIXED RATE CD	169,000.00	100.00	100.03	169,000.00	169,125.94	125.94	0.07%	2,112.50	1.25%	2.26%	1.42%
WORLD'S FOREMOST B NE US RT 02.3000% MAT 08/06/20 FIXED RATE JUMBO CD	200,000.00	100.00	99.31	200,000.00	198,929.08	-1,070.93	-0.54%	4,600.00	2.32%	2.65%	1.69%
Total US				\$6,907,288.75	\$7,004,396.95	\$97,108.20	1.41%	\$109,982.50	1.57%	93.40%	58.91%
International											
ORIENTAL BANK PR RT 01.2500% MAT 08/31/17 FIXED RATE CD	240,000.00	100.00	100.45	240,000.00	241,339.59	1,339.59	0.56%	3,000.00	1.24%	3.22%	2.03%
STATE BK OF INDIA NY US RT 02.1500% MAT 09/11/19 FIXED RATE CD	245,000.00	100.00	102.66	245,000.00	253,568.73	8,568.72	3.50%	5,267.50	2.09%	3.38%	2.13%
Total International				\$485,000.00	\$494,908.32	\$9,908.32	2.04%	\$8,267.50	1.67%	6.60%	4.16%
Total Fixed Income				\$7,392,288.75	\$7,499,305.27	\$107,016.52	1.45%	\$118,250.00	1.58%	100.00%	63.07%
				Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of asset class	% of portfolio
Total Portfolio				\$11,783,723.02	\$11,890,739.54	\$107,016.52	0.91%	\$135,376.98	1.14%	100%	100%

Total accrued interest (included in market values): \$23,603.78



Portfolio holdings - as of July 31, 2016 (continued)

Prepared for City of West Saint Paul
RP 34592 • Custody Acct • Business Service Account
Risk profile: Conservative
Return Objective: Current Income



Disclosures applicable to accounts at UBS Financial Services Inc.

This section contains important disclosures regarding the information and valuations presented here. This report presents information since December 31, 2002. This report does not include complete account activity or performance of your accounts before this date. All information presented is subject to change at any time and is provided only as of the date indicated. The information in this report is for informational purposes only and should not be relied upon as the basis of an investment or liquidation decision. UBS FS accounts statements and official tax documents are the only official record of your accounts and are not replaced, amended or superseded by any of the information presented in these reports.

UBS FS offers a number of investment advisory programs to clients, acting in our capacity as an investment adviser, including fee-based financial planning, discretionary account management, non-discretionary investment advisory programs, and advice on the selection of investment managers and mutual funds offered through our investment advisory programs. When we act as your investment adviser, we will have a written agreement with you expressly acknowledging our investment advisory relationship with you and describing our obligations to you. At the beginning of our advisory relationship, we will give you our Form ADV brochure(s) for the program(s) you selected that provides detailed information about, among other things, the advisory services we provide, our fees, our personnel, our other business activities and financial industry affiliations and conflicts between our interests and your interests.

Please review the report content carefully and contact your Financial Advisor with any questions.

The account listing may or may not include all of your accounts with UBS FS. The accounts included in this report are listed under the "Accounts included in this review" shown on the first page or listed at the top of each page.

Portfolio: For purposes of this report "portfolio" is defined as all of the accounts presented on the cover page or the header of this report and does not necessarily include all of the client's accounts held at UBS FS or elsewhere.

Percentage: Portfolio (in the "% Portfolio" column) includes all holdings held in the account(s) selected when this report was generated. Broad asset class (in the "% broad asset class" column) includes all holdings held in that broad asset class in the account(s) selected when this report was generated.

Tax lots: This report displays security tax lots as either one line item (i.e., lumped tax lots) or as separate tax lot level information. If you choose to display security tax lots as one line item, the total cost equals the total value of all tax lots. The unit cost is an average of the total cost divided by the total number of shares. If the shares

were purchased in different lots, the unit price listed does not represent the actual cost paid for each lot. The unrealized gain/loss value is calculated by combining the total value of all tax lots plus or minus the total market value of the security.

If you choose to display tax lot level information as separate line items on the Portfolio Holdings report, the tax lot information may include information from sources other than UBS FS. The Firm does not independently verify or guarantee the accuracy or validity of any information provided by sources other than UBS FS. As a result this information may not be accurate and is provided for informational purposes only. Clients should not rely on this information in making purchase or sell decisions, for tax purposes or otherwise. See your monthly statement for additional information.

Pricing: All securities are priced using the closing price reported on the last business day preceding the date of this report. Every reasonable attempt has been made to accurately price securities; however, we make no warranty with respect to any security's price. Please refer to the back of the first page of your UBS FS accounts statement for important information regarding the pricing used for certain types of securities, the sources of pricing data and other qualifications concerning the pricing of securities. To determine the value of securities in your account, we generally rely on third party quotation services. If a price is unavailable or believed to be unreliable, we may determine the price in good faith and may use other sources such as the last recorded transaction. When securities are held at another custodian or if you hold illiquid or restricted securities for which there is no published price, we will generally rely on the value provided by the custodian or issuer of that security.

Cash: Cash on deposit at UBS Bank USA is protected by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 in principal and accrued interest per depositor for each ownership type. Deposits made in an individual's own name, joint name, or individual retirement account are each held in a separate type of ownership. Such deposits are not guaranteed by UBS FS. More information is available upon request.

Margin: The quantity value may indicate that all or part of this position is held on margin or held in the short account. When an account holds a debit balance, this debit balance is incorporated into the account's total market value and deducted from the total value. When calculating the percent of portfolio on each security, the percentage will be impacted by the total market value of the account. Therefore, if the account's market value is reduced by a debit value of a holding the percent of portfolio will be greater and if the account's market value is increased by a holding then the percent of portfolio will be less.

Mutual Fund Asset Allocation: If the option to

unbundle balanced mutual funds is selected and if a fund's holdings data is available, mutual funds will be classified by the asset class, subclass, and style breakdown of their underlying holdings. Where a mutual fund or ETF contains equity holdings from multiple equity sectors, this report will proportionately allocate the underlying holdings of the fund to those sectors measured as a percentage of the total fund's asset value as of the date shown.

This information is supplied by Morningstar, Inc. on a monthly basis to UBS FS based on data supplied by the fund which may not be current. Mutual funds change their portfolio holdings on a regular (often daily) basis. Accordingly, any analysis that includes mutual funds may not accurately reflect the current composition of these funds. If a fund's underlying holding data is not available, it will be classified based on its corresponding overall Morningstar classification. All data is as of the date indicated in the report.

Equity Style: The Growth, Value and Core labels are determined by Standard and Poor's using a price-to-book ratio methodology. The Growth, Value and Core labels are based on how a company's price-to-book ratio compares to the median price-to-book ratio for its industry based on the company's assigned Industry Sector. If the company's ratio is greater than or equal to the industry median, it is classified as a growth stock. If the company's ratio is less than the industry median, it is classified as a value stock. If a security includes both growth and value attributes, it is classified as a core stock. If price-to-book is not available or the industry's median is not available, this item will be Unclassified.

Equity Capitalization: Market Capitalization is defined as the number of shares outstanding times the market value. Equity securities are classified as Large Cap if they have a capitalization of 8 billion or above. Securities with capitalization between 1.8 and 7.9 billion are classified as Mid Cap. Securities with capitalization below 1.79 billion are classified as Small Cap. Unclassified securities are those for which no capitalization is available or applicable.

Equity Sectors: The Equity sector analysis may include a variety of accounts, each with different investment and risk parameters. As a result, the overweighting or underweighting in a particular sector or asset class should not be viewed as an isolated factor in making investment/liquidation decisions; but should be assessed on an account by account basis to determine the overall impact on the account's portfolio.

Classified Equity: Classified equities are defined as those equities for which the firm can confirm the specific industry and sector of the underlying equity instrument.

Estimated Annual Income: The Estimated Annual Income is the annualized year to date per share dividends paid and multiplied by the quantity of shares held in the selected account(s).

Current Yield: Current yield is defined as the estimated annual income divided by the total market value.

Credit/Event Risk: Investments are subject to event risk and changes in credit quality of the issuer. Issuers can experience economic situations that may have adverse effects on the market value of their securities.

Interest Rate Risk: Bonds are subject to market value fluctuations as interest rates rise and fall. If sold prior to maturity, the price received for an issue may be less than the original purchase price.

Reinvestment Risk: Since most corporate issues pay interest semiannually, the coupon payments over the life of the bond can have a major impact on the bond's total return.

Accrued Interest: Interest that has accumulated between the most recent payment and the report date may be reflected in market values for interest bearing securities.

Gain/Loss: The gain/loss information may include calculations based upon non-UBS FS cost basis information. The Firm does not independently verify or guarantee the accuracy or validity of any information provided by sources other than UBS FS. In addition, if this report contains positions with unavailable cost basis, the gain/(loss) for these positions are excluded in the calculation for the Gain/(Loss). As a result these figures may not be accurate and are provided for informational purposes only. Clients should not rely on this information in making purchase or sell decisions, for tax purposes or otherwise. Rely only on year-end tax forms when preparing your tax return. See your monthly statement for additional information.

Account changes: At UBS, we are committed to helping you work toward your financial goals. So that we may continue providing you with financial advice that is consistent with your investment objectives, please consider the following two questions:

- 1) Have there been any changes to your financial situation or investment objectives?
- 2) Would you like to implement or modify any restrictions regarding the management of your account? If the answer to either question is "yes," it is important that you contact your Financial Advisor as soon as possible to discuss these changes. For MAC advisory accounts, please contact your investment manager directly if you would like to impose or change any investment restrictions on your account.

ADV disclosure: A complimentary copy of our current Form ADV Disclosure Brochure that describes the advisory program and related fees is available through your Financial Advisor. Please contact your Financial Advisor if you have any questions.



Disclosures applicable to accounts at UBS Financial Services Inc. (continued)

Important information for former Piper Jaffray and McDonald Investments clients:

As an accommodation to former Piper Jaffray and McDonald Investments clients, these reports include performance history for their Piper Jaffray accounts prior to August 12, 2006 and McDonald Investments accounts prior to February 9, 2007, the date the respective accounts were converted to UBS FS. UBS FS has not independently verified this information nor do we make any representations or warranties as to the accuracy or completeness of that information and will not be liable to you if any such information is unavailable, delayed or inaccurate.

For insurance, annuities, and 529 Plans, UBS FS relies on information obtained from third party services it believes to be reliable. UBS FS does not independently verify or guarantee the accuracy or validity of any information provided by third parties. Information for insurance, annuities, and 529 Plans that has been provided by a third party service may not reflect the quantity and market value as of the previous business day. When available, an "as of" date is included in the description.

Investors outside the U.S. are subject to securities and tax regulations within their applicable jurisdiction that are not addressed in this report. Nothing in this report shall be construed to be a solicitation to buy or offer to sell any security, product or service to any non-U.S. investor, nor shall any such security, product or service be solicited, offered or sold in any jurisdiction where such activity would be contrary to the securities laws or other local laws and regulations or would subject UBS to any registration requirement within such jurisdiction.

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TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Community Development Department
DATE: August 22, 2016
SUBJECT: City Rental Licenses



City of West St. Paul

BACKGROUND INFORMATION:

2016 Rental Business Licenses – Background Required

According to the Rental Dwelling Ordinance, the city requires a background investigation for each applicant. In addition, the Police Department reviewed calls for service to the properties to help identify potential problem properties.

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

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

Applications/Rentals for approval:

909 Gorman – Single Family Home (New)

FISCAL IMPACT:

Application Fees Received:		Amount:
Fund:	101	
Department:	30000	
Account:	32170	\$ 290

STAFF RECOMMENDATION:

Staff recommends City Council approve the license applications.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Police Department
DATE: August 22, 2016
SUBJECT: City Business and Liquor Licenses



BACKGROUND INFORMATION:

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

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

2016 Business Licenses – No Background

2016 Business Licenses – Background Required

Application for Exempt Gambling Permit (Raffle) for Dakota County Historical Society event to be held at Southview Country Club, 239 Mendota Rd E, on Saturday, January 21, 2017.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Background Fee	101	30000	34208	25.00
Total:				25.00

STAFF RECOMMENDATION:

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

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Police Department
DATE: August 22, 2016
SUBJECT: Touch-a-Truck/Shop Robert Street Event



BACKGROUND INFORMATION:

The South Robert Street Business Association is planning their 2nd Annual Touch-a-Truck/Shop Robert Street Event. The event is scheduled for Saturday, September 17, 2016, 10:00 a.m. – 9:00 p.m. at Harmon Park.

The South Robert Street Business Association is looking to the City to recognize this event as a City supported celebration and to waive all associated fees. A donation is anticipated from South Robert Street Business Association to defray costs incurred by the City.

South Robert Street Business Association has made the following requests to the City for this event:

- Allow Special Event Permit
 - Activities: Touching trucks, Helicopter landing, Car Show, Dog Parade, Kite flying, Business booths, Fireworks and Food trucks.
- Live Outdoor Entertainment, 2:00 p.m. – 7:30 p.m.
- Application to Conduct Off-Site Gambling
 - Raffle, Pull-Tabs, Bingo, Tipboards, and Paddlewheels.
- Temporary On-Sale Liquor License
- Waive all associated fees

FISCAL IMPACT: None

STAFF RECOMMENDATION:

If the Council has no concerns, approval of these items will authorize staff to work with the South Robert Street Business Association to implement this event.

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

RESOLUTION NO. 16-____

A Resolution Recognizing and Approving Special City Event “Shop Robert Street”

WHEREAS, the City of West St. Paul and the South Robert Street business Association have organized a community event to celebrate the approaching end of Robert Street reconstruction; and

WHEREAS, the special event is called “Shop Robert Street” and is a city supported celebration;

WHEREAS, “Shop Robert Street” will take place at Harmon Park, 230 Bernard Street West in West St. Paul on September 17, 2016 from 10:00 a.m. to 9:00 p.m.; and

WHEREAS, “Shop Robert Street” will include participation from the City and local businesses and incorporate music, charitable gambling, food, beer, fireworks and other community activities: and

WHEREAS, the South Robert Street Business Association will be covering all related event expenses and costs for the “Shop Robert Street” event; and

WHEREAS, City Staff has reviewed the special event application and found no reason to deny and recommends approval.

NOW, THEREFORE, BE IT RESOLVED, that the City of West St. Paul recognizes and supports the City of West St. Paul event “Shop Robert Street” and approves the Special Event Permit with sponsorship for costs to be reimbursed by the South Robert Street Business Association.

Adopted by the City Council of the City of West St. Paul this 22nd day of August, 2016.

David Meisinger, Mayor

Chantal M.Doriott, City Clerk



TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Ross Beckwith, City Engineer
FROM: Korine Land, City Attorney
DATE: August 22, 2016
SUBJECT: T-Mobile Site SubLease Agreement – Marie Ave. Water Tower

City of West St. Paul

BACKGROUND INFORMATION:

T-Mobile (previously APT) has had a site lease agreement with the City for space on the Marie Avenue Water Tower since 1996. When the Board of Water Commissioners took over the City's water system in 2001, the Board allowed the City to continue to enter into site lease agreements with telecommunication companies and retain 50% of the rent. The current agreement expired on Dec. 31, 2015 and we have been attempting to negotiate a new lease since last year. We have finally settled on the terms of the new lease and recommend it for approval.

The new lease incorporates many updated terms and conditions. It is proposed to be a 5 year lease with up to 5 renewal terms, for a total of 30 years. The final expiration date if all renewal terms are implemented would be 2045. The rent starts at \$47,376.76 retroactive to January 1, 2016 and increases annually by 4%.

FISCAL IMPACT:

Annual revenue stream

STAFF RECOMMENDATION:

Approve Site Sublease Agreement with T-Mobile on the Marie Avenue Water Tower

ATTACHMENTS:

T-Mobile Site SubLease Agreement – Marie Ave. Water Tower

T-MOBILE SITE SUBLEASE AGREEMENT

ON MARIE TOWER SITE

WEST ST. PAUL, MINNESOTA

THIS SITE SUBLEASE AGREEMENT (“Sublease”), is made effective as of the 1st day of January, 2016 (the “Effective Date”) between **City of West St. Paul**, a Minnesota municipal corporation (“Landlord”), and **T-Mobile Central LLC**, a limited liability company organized and existing under the laws of Delaware (“Tenant”).

RECITALS:

1. **WHEREAS**, the Board of Water Commissioners of the City of Saint Paul (“Board”) is the record owner of the property located at 151 East Marie Avenue, City of West St. Paul, County of Dakota, State of Minnesota; and
2. **WHEREAS**, pursuant to that Site Lease Agreement dated April 1, 2001 (“Board Site Lease Agreement”) by and between the Board and Landlord, Landlord has a lease agreement with the Board for space on the Structure (as defined below) required for the installation and maintenance of antennas and cable runs to connect equipment and antennas, together with non-exclusive easements across the Landlord’s Property for utility lines and cables and a non-exclusive easement across the Landlord’s Property for access; and
3. **WHEREAS**, pursuant to the Board Site Lease Agreement, Landlord has the right to sublease space to providers of wireless communication services, subject to the requirements of the Board Site Lease Agreement; and
4. **WHEREAS**, Tenant provides wireless communication services to the citizens of West St. Paul as well as to the general public; and
5. **WHEREAS**, prior to the Board Site Lease Agreement, Landlord and Tenant’s predecessor, APT Minneapolis, Inc., had entered into a Site Lease Agreement dated June 25, 1996, which was amended on April 15, 1999, on August 14, 2000 and on March 10, 2008 (collectively, the “Existing Lease”) that allows Tenant to operate its wireless communication services on Landlord’s Property; and
6. **WHEREAS**, the Existing Lease expired on December 31, 2015; and
7. **WHEREAS**, the Parties hereto desire to enter into a Sublease effective as of January 1, 2016, to govern the rights of the parties on and after the expiration of the Existing Lease.

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1. **Leased Premises.** For purposes of operating wireless communications services, and subject to the terms and conditions of this Sublease, Landlord hereby leases to Tenant and Tenant leases from Landlord the following premises, which shall be known as the “Leased Premises”:
 - a. A portion of Landlord’s Property, located at 151 East Marie Avenue, in West St. Paul, County of Dakota State of Minnesota, which is legally described on **Exhibit A** attached hereto (“Landlord’s Property”) upon, in, under or over which Tenant’s Antenna Facilities (as defined below) are attached, connected, enclosed or contained; and
 - b. A portion of the Landlord’s water tower (“Structure”), on which directional antennas and receivers, connecting cables and appurtenances are currently attached and located; and
 - c. A portion of Landlord’s Property on which Tenant’s equipment shelter (“Equipment Shelter”) is currently located and depicted on **Exhibit B** attached hereto; and
 - d. Non-exclusive easements required to run utility lines and cables to Equipment Shelter; and
 - e. A non-exclusive easement across Landlord’s Property for ingress and egress from the right of way to Equipment Shelter and to the Structure so that Tenant has access to its Antenna Facilities.

Tenant’s existing Antenna Facilities are defined as Tenant’s directional antennas, receivers, remote radios, amplifiers, connecting cables, utility lines, related equipment and Equipment Shelter and are more specifically depicted on **Exhibit C**.

2. **Rent.**

- a. **Initial Rent Amount, Adjustments.** As consideration for this Sublease, Tenant shall pay Landlord an annual rent in the amount of \$47,376.76 for the initial year, which shall be increased each year on January 1, by four percent (4.0%) of the previous year’s annualized rent.
- b. **Time of Payment, Taxes.** The annual rent shall be paid in four (4) quarterly installments on January 1, April 1, July 1 and October 1. In addition to the annual rent, Tenant agrees to timely pay its pro rata share of any taxes or payments(s) in lieu of taxes directly attributable to the installation of Tenant’s Antenna Facilities upon the Leased Premises.
- c. **Sublease.** The Tenant shall not be allowed to sublease the Leased Premises to additional telecommunications providers or to sublease the use of its conduit or coaxial access to other telecommunication providers as to allow such other telecommunications providers to use Tenant’s existing Antenna Facilities.
- d. **Miscellaneous.** Tenant shall pay for all costs of Landlord’s inspections and installation project management costs for any new project within sixty (60) days after Landlord sends

an invoice for such fees to Tenant. In addition to consulting and engineering inspection costs, Tenant shall reimburse Landlord for all reasonable costs associated with reviewing this Sublease and any amendments thereto and approving Tenant's application, including but not limited to all staff and administrative review time and expenses and attorney's fees, not to exceed \$3,000. The cap on attorney's fees shall escalate at the same time and in the same manner as the rent set forth in Section 2 (a.) of the Sublease . All fees and invoices must be paid within sixty (60) days after Landlord sends Tenant an invoice for the same.

3. **Governmental Approval Contingency.**

- a. **Tenant Application.** Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining and maintaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. This shall include the interference and engineering studies specified in Subsections 3(b) and 3(c) below on the Structure to be conducted at Tenant's expense. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approval and shall take no action that would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof. Tenant shall not consider this Sublease, or the negotiations to enter into a sublease, as alleviating the Tenant from any and all requirements for Tenant to obtain needed certificates, permits, zoning and other approvals including conditional use permits or other special approvals required by City, County, State or Federal Governments.
- b. **Interference Study.** Tenant shall only operate using frequencies in which it has received licenses from the Federal Communications Commission ("FCC") Before obtaining a building permit for any future Antenna Facilities, modifications or other improvements, Tenant must pay for the reasonable cost of an interference study, carried out by an independent and qualified professional selected by the Tenant and approved by the Landlord, which approval shall not be unreasonably withheld, showing that Tenant's intended use will not interfere with any other tenant's communications facilities. If the study finds that there is a potential for interference that cannot be reasonably remedied, Landlord may deny the building permit.
- c. **Structural Engineering Certification.** Before obtaining a building permit for any future Antenna Facilities, modifications or other improvements, Tenant must pay for the reasonable cost of an engineering study carried out by a qualified engineer, showing that the Structure is able to support the proposed Antenna Facilities, modifications or improvements without materially adversely affecting Landlord's use of the Structure or the use of the Structure by any other tenant. If the study finds that the Structure is inadequate to support the proposed Antenna Facilities, modifications or other improvements, Landlord may deny the building permit.
- d. **Non-Approval.** In the event that any application necessary under Subsection 3(a) above is rejected or any certificate, permit, license or approval issued to Tenant is canceled, denied, expires, lapses or is otherwise withdrawn or terminated by government authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for its

intended purposes, or if an interference or engineering study, whether conducted pursuant to Subsections 3(b) and 3(c) above or otherwise, should indicate, in Tenant's sole discretion, that the Leased Premises are unsatisfactory for Tenant's intended use, Tenant shall have the right to terminate this Sublease and no further rent shall be due following the Termination Date. Notice of Tenant's exercise of its right to terminate pursuant to this Subsection shall be given to Landlord in writing as provided in accordance with Section 25, Notices, of this Sublease. Except as required under Subsection 15(d) below, upon such termination, this Sublease shall become null and void and the parties shall have no further obligation to each other.

4. **Term and Renewal.** The "Initial Term" of this Sublease shall commence on the Effective Date and end on December 31, 2020. Subject to the terms and conditions of this Sublease, Tenant shall have the right to renew this Sublease for five (5) additional five (5) year renewal periods (each, a "Renewal Term") commencing on January 1, 2021 or on any subsequent Renewal Term. This Sublease shall be automatically renewed for each successive Renewal Term unless Tenant sends written notice of non-renewal to Landlord no later than One hundred eighty (180) days prior to the expiration of the Initial term or any Renewal Term, such notice to be provided in accordance with Section 25 of this Sublease. The final Renewal Term shall expire on December 31, 2045.

5. **Tenant Use.**

a. **User Priority.** Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Sublease is in effect, and Tenant's use shall be subordinate accordingly:

- i. City of St. Paul and the Board;
- ii. Landlord;
- iii. Public safety agencies, including law enforcement, fire, and ambulance services that are not part of Landlord;
- iv. Other governmental agencies where use is not related to public safety; and
- v. Tenant and other non-government entities whose antenna offer a service to the general public for a fee in a manner similar to public utility, such as long distance and cellular telephone, not including radio or television broadcasters and pre-existing tenants.

b. **Purposes.** Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating Antenna Facilities, equipment, cabinets and Equipment Shelter, and uses incidental thereto for providing wireless telecommunications services which Tenant is legally authorized to provide to the public. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Landlord's Property, except the Leased Premises, to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Landlord's Property except as set forth in Subsection 5(a) herein. Tenant's installation, maintenance and operation of the Antenna

Facilities shall at all times comply with all applicable ordinances, statutes and regulations of local, state and federal governmental agencies. Tenant shall have exclusive use of its Antenna Facilities.

- c. Modifications, Replacements or Other Improvements of Antenna Facilities. Tenant agrees that it will install only antennas that Tenant knows will not interfere with existing antennas or with antennas with higher priority. If Tenant seeks to modify, replace or improve its Antenna Facilities, then Tenant must obtain a building permit from the City and comply with Subsections 3(b) and 3(c) requiring an interference study and engineering study, unless such requirement is waived by Landlord. A modification, replacement or improvement that expands or alters the Antenna Facilities located on the Leased Premises from the location of the existing Antenna Facilities depicted on **Exhibit C** as of the Effective Date or as Exhibit C may be subsequently amended, shall increase the annualized rent by a reasonably proportionate amount, as determined by Landlord and agreed to by Tenant. An amendment to this Sublease may also be required. Tenant shall reimburse Landlord for all costs associated with amending this Sublease due to Tenant's modification, replacement or other improvements.
- d. Board Approval. Before Tenant may modify, replace or make other improvements to the Antenna Facilities, Tenant must notify and provide a detailed proposal to Landlord and to the Board that comply with the requirements of Subsection 5(e). No modifications, replacements or other improvements may be made without prior written consent by the Board or consent by default as defined in the Board Site Lease Agreement.
- e. Pre-Construction Plans. Prior to construction, for any and all modifications, replacements or improvements to the Antenna Facilities proposed after the Effective Date, Tenant shall provide Landlord, Landlord's engineering consultant and the Board plans ("Construction Plans") in an electronic file format that is compatible with Landlord's record management system and two (2) sets of drawings of the improvements proposed for the Leased Premises consisting of the following:
 - i. Line or CAD drawings showing the actual physical location of all planned installations plus materials and construction methods;
 - ii. Specifications for all planned installations;
 - iii. Diagrams of proposed Antenna Facilities;
 - iv. A complete and detailed inventory of all equipment and personal property of Tenant proposed to be placed on the Leased Premises;
 - v. Results of the interference study required by Subsection 3(b); and
 - vi. Results of the engineering study required by Subsection 3(c).

Landlord shall have thirty (30) days to review the Construction Plans, and Landlord's approval of the Construction Plans shall not be unreasonably withheld, conditioned or delayed, provided, however, Landlord may condition acceptance on an increase in rent

related to plans that expand or alter the Antenna Facilities, as provided in Section 5(c). If Landlord fails to either approve the Construction Plans or provide written request for changes of said Construction Plans to Tenant within the thirty (30) day period, the Construction Plans will be deemed approved by Landlord but are still subject to Board approval, pursuant to Subsection 5(d). Tenant shall be solely responsible for all costs associated with said review and approval of Construction Plans.

- f. Post-Construction As-Built Drawings. Unless duplicative to previously submitted and approved construction drawings, within thirty (30) days after Tenant modifies the Antenna Facilities, Tenant shall provide Landlord with as-built drawings in electronic file format compatible to the Landlord's record management system to replace **Exhibit C** that consist of as-built drawings of the Antenna Facilities and the improvements actually installed on Landlord's Property and the Leased Premises, which show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete and detailed site survey of the property, inventory of all equipment, personal property and the modified Antenna Facilities. Landlord retains the right to survey the installed equipment.
- g. Contractor Approval. Any contractor chosen by Tenant to carry out construction, installation, maintenance or any other work on the Structure must be pre-approved by the Landlord prior to the pre-construction meeting. Contractor information to include at the minimum:
 - i. Name and contact information;
 - ii. Experience (with water storage tank installations); and
 - iii. OSHA violations within the previous three (3) years.

The Landlord retains sole discretion and reserves the right to reject any and all contractors the Tenant may choose for the installation work as determined to be in the best interests of the Landlord and to waive any informalities.

- h. Inspection. Consulting engineering inspection will be provided beginning with the pre-construction conference and continuing through installation, construction, punch-list and verification of as-builts at project completion as determined solely by Landlord, at Tenant's expense. Landlord will not arbitrarily require more inspections than are reasonably necessary to ensure the continued delivery of service and security of Landlord's Property and the Structure. Tenant shall pay for all costs of Landlord's inspections and installation project management costs pursuant to Subsection 2(d). Prior to energizing any future modifications to Tenant's Antenna Facilities all punch-list items related to installation must be substantially complete (the exception may be weather-related finish painting, etc., as reasonably determined by Landlord).
- i. Tenant's Operation and On-Going Maintenance. Tenant shall have the right, at its sole expense, to operate and maintain the Antenna Facilities on the Leased Premises, as depicted on **Exhibit C**, in accordance with good engineering practices with all applicable FCC rules and regulations. Any damage done by Tenant, its employees or agents to the

Leased Premises or other Landlord Property including the Structure during installation or during operations, shall be repaired by Tenant at Tenant's expense within sixty (60) days after notification of damage. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise provided in the Sublease. Tenant's Antenna Facilities shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises. If Tenant's Antenna Facilities are mounted on the Structure they shall, at all times, be painted, at Tenant's expense, the same color as the Structure. The Landlord reserves the right to require or waive this requirement as it pertains to feed line, jumpers, brackets, connectors and other ancillary equipment on a case-by-case basis, depending on the installation configuration.

- j. No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises and owned by Tenant in a safe condition, in good repair and in manner reasonably suitable to Landlord so as not to conflict with the use of the premises surrounding Landlord's Property. Tenant shall not unreasonably interfere with the operations of any tenant using the Structure and shall not interfere with the working use of the Structure or to be placed thereon by Landlord.
 - k. Access. Tenant, at all times during this Sublease, shall have exclusive access to its Antenna Facilities located on the Leased Premises in order to install, operate, repair and maintain its Antenna Facilities. Tenant shall request access to the Structure by telephone or email twenty-four (24) hours in advance, except in an emergency, and Landlord approval thereof shall not unreasonably withheld or delayed. Access to Antenna Facilities on the Structure shall be with prior telephonic or email notice; Tenant's employees or contractors must provide identification; and such access must occur in the presence of a Landlord designated employee. Both the Landlord and the Tenant shall maintain a written record of all site visits, including the name of all personnel. In the event it is necessary for Tenant to have access to the Structure at some time other than the normal working hours of Landlord, Landlord may charge Tenant for whatever expense, including employees' wages that Landlord may incur in providing such access to Tenant.
 - l. Payment of Utilities. Landlord makes no representations that utilities adequate for Tenant's use of the Leased Premises are available. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall be responsible to promptly pay all costs associated therewith. Landlord will cooperate with Tenant in Tenant's efforts to obtain utilities from any location provided by the servicing utility.
6. Emergency Facilities. In the event of a natural or manmade disaster, in order to protect the health, welfare and safety of the community, Tenant may erect additional Antenna Facilities and install additional equipment on a temporary basis on the Leased Premises to ensure continuation of service. Such temporary operation shall not exceed ninety (90) days unless Tenant obtains written approval from the Landlord.
7. Landlord's Maintenance, Improvement Expenses. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense. Upon notice from Landlord, Tenant shall promptly pay to Landlord expenses incurred in

maintaining the Leased Premises directly caused by Tenant's occupancy of the Leased Premises.

8. **[Not Used]**

9. **Additional Buildings.** Tenant acknowledges that Landlord may permit additional buildings to be constructed on Landlord's Property. At such time as this may occur, Landlord may permit said buildings to be placed immediately adjacent to Tenant's building. Said attachments will be made at no cost to Landlord or Tenant, will not compromise the structural integrity of Tenant's building, and will not unreasonably interfere with the operation and maintenance of Tenant's Antenna Facilities.

10. **Relocating During Reconditioning, Painting and Repairs.** In the event that Landlord elects to recondition, paint or otherwise undertake maintenance of the Structure or Landlord's Property or the Leased Premises requiring the temporary relocation or removal of the Antenna Facilities, Tenant shall remove its Antenna Facilities at Tenant's cost, to allow such maintenance, repair, repainting, restoration or other activity as required by Landlord. Except in the case of an emergency, Landlord shall give Tenant at least one hundred fifty (150) days' notice prior to initiating such maintenance. In case of emergency, Landlord may remove Tenant's Antenna Facilities but shall notify Tenant by telephone within a reasonable time. An "emergency" shall be deemed to exist only in those situations which constitute an immediate threat to the health or safety of the public or immediate danger to Landlord's Property or the Structure. In the event the use of Tenant's Antenna Facilities is interrupted, Tenant shall have the right to maintain mobile cellular equipment on Landlord's Property. Tenants will have priority based on the date of their subleases (with the existing subleases having highest priority) if space is limited. If Landlord's Property will not accommodate mobile equipment, it is Tenant's responsibility to locate auxiliary sites at its sole cost and expense. After receiving notice, Tenant must relocate or remove Antenna Facilities at its sole cost and expense. If Tenant fails to remove Antenna Facilities within the time frame stated in the notice, Landlord may remove Antenna Facilities and store the Antenna Facilities accordingly. Tenant shall be required to reimburse Landlord for any reasonable additional expenses incurred by Landlord for removing and storing Antenna Facilities. Landlord shall provide an itemized statement of additional costs incurred by Landlord. Tenant shall be responsible for reinstalling its Antenna Facilities following completion of the work, at its sole cost and expense.

11. **Defense and Indemnification.**

a. **General.** Landlord and Tenant each indemnify the other against and hold the other harmless from any and all costs (including reasonable attorneys' fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (i) the breach of the Sublease by the indemnifying party; and (ii) the use and or occupancy of the Landlord's Property, except for any claims, actions, damage, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party. This provision shall survive the termination to this Sublease.

- b. Hazardous Materials. Without limiting the scope of Subsection 11(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, cost, and liabilities, including reasonable attorneys' and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the Tenant's use of Hazardous Material. This defense and indemnification shall not apply to claims, costs, and liabilities arising from Landlord's negligence or willful misconduct. For the purposes of this Sublease "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or material as defined in any federal, state or local environmental or safety laws or regulation including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).
- c. Tenant's Warranty. Tenant represents and warrants that the use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four (24) hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Material on the Leased Premises; Tenant shall provide initial and annual updates of Material Safety Datasheets (MSD) on all Hazardous Materials that are part of, or necessary to, the operation of the Antenna Facilities and maintenance thereof. Tenant warrants that except for reasonable quantities of batteries, no Hazardous Materials used in routine maintenance and or repair will be stored on the Leased Premises. The obligations of this Subsection 11(c) shall survive the expiration or other termination of this Sublease.

12. Insurance.

- a. Workers' Compensation. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) Bodily Injury each accident, Five Hundred Thousand Dollars (\$500,000) bodily injury by disease, policy limit, and not less than Five Hundred Thousand Dollars (\$500,000) Bodily Injury by disease, each employee.
- b. General Liability. The Tenant must maintain an occurrence form Commercial General Liability Coverage. Such coverage shall provide for third party bodily injury and property damage arising out of the use, maintenance or operation of the Leased Premises and Antenna Facilities. The Tenant must maintain aforementioned Commercial General Liability Coverage with limits of Liability of not less than One Million Dollars (\$1,000,000) each occurrence; not less than One Million Dollars (\$1,000,000) personal and advertising injury, not less than Three Million Dollars (\$3,000,000) general aggregate, and not less than Three Million Dollars (\$3,000,000) products and completed operations aggregate. These limits may be satisfied by the Commercial General Liability Coverage or in combination with an Umbrella or Excess Liability Policy, provided coverage afforded by the Umbrella or Excess Policy is no less than the underlying Commercial General Liability coverages.

- c. Automobile Liability. The Tenant must carry Commercial Automobile Liability coverage. Coverage shall afford total combined single limits in the amount of not less than One Million Dollars (\$1,000,000) per accident. The liability limits may be afforded under the Commercial Automobile Liability Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage afforded by the Umbrella or Excess Policy is no less than the underlying Commercial Automobile Liability coverage. Coverage shall be provided for third party bodily injury and property damage arising out of the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles. The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and under-insured motorist coverages.
 - d. Tenant Property Insurance. The Tenant must keep in force for the duration of the Sublease a policy covering damages to its Antenna Facilities at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
 - e. Adjustment of Insurance Coverage Limits. Notwithstanding the foregoing insurance requirements of Tenant, Tenant agrees to periodically review and adjust insurance coverage limits in accordance with then-current market and industry standards during the Initial Term and Renewal Terms.
 - f. Additional Insured - Certificate of Insurance. The Tenant shall provide evidence of the required insurance in the form of a Certificate of Insurance issued by a company mutually agreeable to both Landlord and Tenant, licensed to do business in the State of Minnesota, which includes all coverages required in this Section 12. Tenant will name Landlord as an Additional Insured on the Commercial General Liability and Commercial Automobile Liability Policies but only to the extent allowed in Section 11, Defense and Indemnification, of this Sublease. The Certificate shall also provide that the coverage may not be canceled without thirty (30) days prior written notice to Landlord.
13. **Damage or Destruction**. Any damage done to the Leased Premises or other Landlord property including the Structure during installation or during operations shall be repaired at Tenant's expense within sixty (60) days after notification of damage and to Landlord's reasonable satisfaction. If the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Antenna Facilities, Tenant may elect to terminate this Sublease upon sixty (60) days written notice to Landlord. In the event Tenant elects to terminate the Sublease, Tenant shall be entitled to reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.
14. **Reimbursement of Expenses by the Tenant**. If Tenant fails to reimburse Landlord for any expenses within sixty (60) days after receipt of an invoice from Landlord, or if Tenant fails to provide the information required within sixty (60) days after activation of the Antenna Facilities, Tenant shall be deemed to be in default under this Sublease. In addition to being in default hereunder, Tenant shall pay a penalty to Landlord in the amount of one (1) month's rent for each month that Tenant fails to pay the invoice submitted by Landlord and/or provide

the documents required as the case may be. The terms of this Section shall survive the termination or expiration of this Sublease.

15. **Sublease Termination**.

- a. **Events of Termination**. Except as otherwise provided herein, this Sublease may be terminated by either party upon sixty (60) days' written notice to the other party, provided in accordance with Section 25, Notices, of this Sublease, as follows:
 - i. By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provision hereof); or
 - ii. By Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities; or
 - iii. By Tenant for cause if the Leased Premises becomes unusable under Tenant's design or engineering specifications for its Antenna Facilities, or the communications system to which the Antenna Facilities belong or for technological reasons, including, without limitation, shadowing or interference under Tenant's Antenna Facilities; or
 - iv. By Landlord, if Landlord determines that the Structure is structurally unsound, including, but not limited to, consideration of age of Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source or factors relating to condition of the Leased Premises; or
 - v. By Landlord, upon one (1) year's notice, if its City Council decides, for any reason, to redevelop the Landlord's Property in a manner inconsistent with continued use of the Leased Premises by Tenant and/or discontinue use of the Leased Premises for this purpose; or
 - vi. by Landlord, upon nine (9) months' notice, if an engineering study determines that a potential user with a higher priority under Subparagraph 5(a) above cannot find another adequate location, or the Antenna Facilities unreasonably interfere with another user with a higher priority and that interference cannot be reasonably abated. If Landlord seeks to terminate this Sublease pursuant to this subparagraph 15a(vi) due to a priority user need related to public safety, then this Sublease may be terminated by Landlord without further obligation to Tenant. If Landlord seeks to terminate this Sublease pursuant to this subparagraph 15a(vi) and the priority user's need is not related to public safety, then before terminating this Sublease pursuant to this subparagraph 15a(vi) Landlord shall make all reasonable efforts to arrange placement of the priority user in a way which will not necessitate the removal of Tenant or termination of this Sublease. If Landlord is unable to arrange for mutual placement of Tenant and the priority user unrelated to public safety, Landlord may terminate this Sublease pursuant to this

subparagraph 15a(vi), and Landlord shall use its best efforts to relocate Tenant, at Landlord's expense, to a Landlord-owned or leased location within the municipal boundaries of West St. Paul, Minnesota; or

- vii. By Landlord, if it determines that Tenant has failed to comply with applicable ordinances or state or federal law, or any conditions attached to government approvals granted there under after a sixty (60) day cure period.
- b. Notice of Termination. The parties shall give notice of termination in writing in accordance with Section 25, Notices. Except as set forth herein, all rentals paid for the Sublease prior to said termination date shall be retained by Landlord.
- c. Tenant's Liability for Early Termination. If Tenant terminates this Sublease other than for cause or of right as provided in this Sublease, Tenant shall pay to Landlord as liquidated damages for early termination, one hundred twenty percent (120%) of the annual rent for the year in which Tenant terminates, unless Tenant terminates during the last year of any term under Section 4 and Tenant has paid the annual rent for that year.
- d. Site Restoration. In the event that this Sublease is terminated or not renewed, Tenant shall immediately remove its Antenna Facilities and related equipment from the Leased Premises, repair the site and restore the surface of the Structure and Landlord's Property. Should this situation occur during the winter season, the restoration may commence at the start of weather permissible to the quality of workmanship required by Landlord. Such time period shall be agreeable to Landlord and Tenant. In the event that Tenant's Antenna Facilities and related equipment are not removed to the reasonable satisfaction of the Landlord, they shall be deemed abandoned and become the property of the Landlord, and Tenant shall have no further rights thereto. In the event that Tenant's Antenna Facilities, and related equipment are not removed to the reasonable satisfaction of the Landlord, the Landlord shall have the option to take the following actions:
 - i. Fully decommission the Antenna Facilities, have the Antenna Facilities removed, and repair the site and restore the property, and send an invoice to Tenant for the cost of such actions. If Landlord removes the Antenna Facilities or related equipment, Landlord must give written notice to any mortgagee of Tenant at the addresses provided, informing them that Antenna Facilities or related property have been removed and will be deemed abandoned if not claimed and the storage fees and other reasonable costs paid within sixty (60) days.
- e. If Landlord elects to terminate this Sublease in order to demolish or otherwise remove from service the Structure and construct a new water tower ("New Structure") on or in the vicinity of the Leased Premises then:
 - i. If requested by Tenant, subject to compliance with all requirements of Section 3 of this Sublease, Landlord shall make a good faith effort to accommodate the relocation of Tenant's equipment to the New Structure at Tenant's sole cost and expense upon completion of the New Structure; and

- ii. Tenant may continue to occupy the Structure until sixty (60) days after Landlord notifies Tenant that the New Structure is complete and that Tenant may relocate its equipment to the New Structure; and
- iii. Upon relocation of Tenant's equipment on the New Structure, this Sublease shall be deemed a sublease of the space to be occupied by Tenant on the New Structure and the parties shall amend the Exhibits in order to identify the New Structure and Tenant's Antenna Facilities thereon.

16. **Limitation of Landlord's Liability.** If Landlord terminates this Sublease other than for cause as of right as provided in this Sublease, or Landlord causes interruption of the business of Tenant, or for any other Landlord breach of this Sublease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of the replacement of this site in Tenant's network including, without limitation, equipment removal, relocation or repair, and all cost associated with the identification of a new site for Tenant's replacement communications facility, applying for any necessary governmental approvals, and the cost of constructing a new antenna support structure, including without limitation, surveys, designs, foundation, steel, and erection of the structure and supporting facilities, but not including the Tenant's own communications equipment, and shall specifically exclude any recovery for value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damage to Tenant.

17. **Temporary Interruptions of Service.** If Landlord determines that continued operation of the Antenna Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency emissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Antenna Facilities except as may be caused by the negligence or willful misconduct of the Landlord, its employees or agents. If the discontinuance extends for a period great than three (3) days, either consecutively or cumulatively, Tenant shall have the right to terminate this Sublease within its sole discretion for cause and without payment for a termination fee. Further, Tenant shall be entitled to a reimbursement of prepaid rent covering the period subsequent to the termination date.

18. **Tenant Interference.**

- a. **With Structure.** In the performance of its approved use of the Antenna Facilities, Tenant shall at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions that unreasonably and materially interfere with Landlord's use thereof no later than three (3) business days after receipt of written notice of the interference from Landlord. In the

event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Sublease for cause and without payment of a termination fee. Further, Tenant shall be entitled to a reimbursement of prepaid rent covering the period subsequent to the date of interference from Landlord.

- b. With Higher Priority Users. If Tenant's Antenna Facilities cause impermissible interference with higher priority users as set forth under Subsection 5(a) or with pre-existing tenants, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated with forty-eight (48) hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated with sixty (60) days after Tenant received Landlord's written notice, Landlord may at its option terminate this Sublease immediately.
 - c. Interference Study - New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to sublease an area in close proximity to the Leased Premises ("Leased Premises Area"), Tenant shall provide to Landlord within sixty (60) days the radio frequencies currently in operation or anticipated by Tenant to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies.
 - d. Interference - New Occupants. Landlord agrees that it will not grant a future sublease in the Leased Premises Area to any party who is of equal or lower priority to Tenant, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Antenna Facilities. Landlord agrees further that any future sublease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with Tenant's Antenna Facilities. Landlord agrees that it will require any subsequent tenants of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operation of Tenant cause by such subsequent occupants if such interference is not eliminated, Tenant shall have the right to terminate this Sublease or seek injunctive relief against the interfering occupant, at Tenant's expense.
19. Noise. All wireless service facilities shall be constructed and operated in such a manner as to minimize the amount of noise impacts to residents of nearby homes and the users of recreational areas, such as public parks and trails. Noise attenuation measures shall be required for all air-conditioning units. Backup generators shall only be operated during power outages and for testing and maintenance purposes. At any time, noise attenuation measures may be required by the Landlord when deemed necessary. Testing and maintenance activities that generate audible noise shall occur between the hours of eight o'clock (8:00) A.M. and five o'clock (5:00) P.M., weekdays (Monday through Friday, non-

holiday) excluding emergency repairs, unless allowed at other times by the Landlord. Testing and maintenance activities that do not generate audible noise may occur at any time, unless otherwise restricted by the Landlord.

20. **Installation of a Generator.** Tenant shall not install or replace any generator on Landlord's Property or the Leased Premises without Landlord's prior written approval. Notwithstanding the foregoing, Tenant shall be permitted to place an emergency generator within its Leased Premises for a period up to seven (7) days in the event of a power failure to the Antenna Facilities. In the event that Landlord grants approval for the placement of a generator on the Leased Premises due to an emergency power failure, Tenant agrees to maintain or repair any such generator within its Leased Premises. Tenant further agrees that Landlord may limit the noise level at Landlord's Property line. In the event that Tenant exceeds the noise level at the property line, Tenant shall take all such steps requested by Landlord to reduce the sound levels, including, but not limited to, installing additional mufflers, or any other requirements that may be requested by Landlord, including but not limited to ceasing all operations of the generator. All sound reduction measures requested by Landlord shall be performed at Tenant's sole cost and expense. If Tenant fails to immediately comply with Landlord's proposed sound reduction measures, Tenant shall be deemed in default hereunder and Landlord may take any and all measures to stop the use of the generator. Tenant shall further repair any and all damage caused by the use of the generator upon Landlord's Property. All expenses incurred by Landlord hereunder, including attorneys' fees, shall be paid by Tenant to Landlord upon demand.
21. **Assignment.** This Sublease, or rights there under, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's Affiliates without the written consent of the Landlord, such consent not to be unreasonably withheld. For purposes of this Section, an "Affiliate" means an entity that controls, is controlled by or under common control with Tenant. Landlord hereby consents to the assignment by Tenant of its rights under this Sublease as collateral to any entity that provides financing for the purchase of equipment used by Tenant in connection with the provision of wireless telecommunication services.
22. **Condemnation.** In the event the whole of the Leased Premises is taken by eminent domain, this Sublease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Sublease as of the said date of title transfer, by giving sixty (60) days written notice to the other party. In the event of taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, where awarded as compensation for diminution value in of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from the Landlord (unless Landlord is the condemning authority), such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities and leasehold improvements.

23. **Disputes.** Any claim, controversy or dispute arising out of this Sublease not resolved within ten (10) days following notice of the dispute shall be submitted first and promptly to mediation. Each party shall bear its own cost of mediation. If mediation does not result in settlement, either party may file a claim in Dakota County District Court.
24. **Enforcement and Attorneys' Fees.** In the event that either party to this Sublease shall bring a claim to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees and other reasonable enforcement costs and expenses incurred as a result to such claim.
25. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by courier services, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord:

City of West St. Paul
Attention: City Manager
1616 Humboldt Ave.
West St. Paul, MN 55116

With a copy to:

LeVander, Gillen & Miller, P.A.
Attn: West St. Paul City Attorney
633 South Concord St., Suite 400
South St. Paul, MN 55075

If to Tenant:

T-Mobile Central LLC
Attn: Lease Compliance/A1Q0027A
12920 SE 38th St.
Bellevue, WA 98006

26. **Authority.** Each of the individuals executing this Sublease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Sublease.
27. **Binding Effect.** This Sublease shall run with the Landlord's Property. This Sublease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
28. **Complete Sublease; Amendments.** This Sublease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiation, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein.

Any modification of or amendment to this Sublease must be in writing and executed by both party's hereto. The Exhibits hereto are incorporated into this Sublease by reference.

29. **Governing Law.** This Sublease shall be construed in accordance with the laws of the State of Minnesota.
30. **Severability.** If any term of this Sublease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Sublease, which shall continue in full force and effect.
31. **Memorandum.** Upon request by either party, the parties agree to promptly execute and deliver a recordable Memorandum of this Sublease in a form acceptable to both parties, which may be recorded by the party requesting the Memorandum of Sublease.
32. **Counterparts.** This Sublease may be signed in counterpart by the parties hereto, each of which shall be deemed an original, but all of which when taken together, shall constitute a single instrument.
33. **Cooperation.** The parties hereby agree to cooperate with each other and their authorized representatives regarding any reasonable request made subsequent to execution of this Sublease, to correct any clerical errors contained in this Sublease and to provide any and all additional documentation deemed necessary by either party to effectuate the transaction contemplated by this Sublease. The parties further agree that "to cooperate" as used in this Sublease includes but is not limited to, the agreement by the parties to execute or re-execute any documents that either party reasonably deems necessary and desirable to carry out the intent to this Sublease.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed as of the Effective Date.

CITY OF WEST ST. PAUL

David Meisinger, Mayor

Matt Fulton, City Manager

STATE OF MINNESOTA)
)ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by David Meisinger, the Mayor of West St. Paul, and Matt Fulton, City Manager, respectively on behalf of the City of West St. Paul.

Notary Public

T-MOBILE CENTRAL LLC

By: Hossein Sepehr
Its: Area Director, Network Engineering & Ops

STATE OF MINNESOTA)
)ss
COUNTY OF HENNEPIN)

On this ____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared Hossein Sepehr to me personally known, who being by me duly sworn, did say that he is the Area Director, Network Engineering & Ops of T-Mobile Central LLC, a Delaware limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said company by authority of its member/s and said Hossein Sepehr acknowledged said instrument to be the free act and deed of the company.

Notary Public

LIST OF EXHIBITS

- Exhibit "A": Legal Description of the Property
- Exhibit "B": Site Lay-out
- Exhibit "C": Antenna Facilities
- Exhibit "D": Memorandum of Sublease

Exhibit A
Legal Description of the Property

Real property in Dakota County, Minnesota, legally described as follows:

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ commencing 500 feet East and 270 feet North of the SW corner North 100 feet West 100 feet South 100 feet East 100 feet to the point of beginning, Section 20, Township 28, Range 22

PID: 42-02000-62-060

Exhibit B

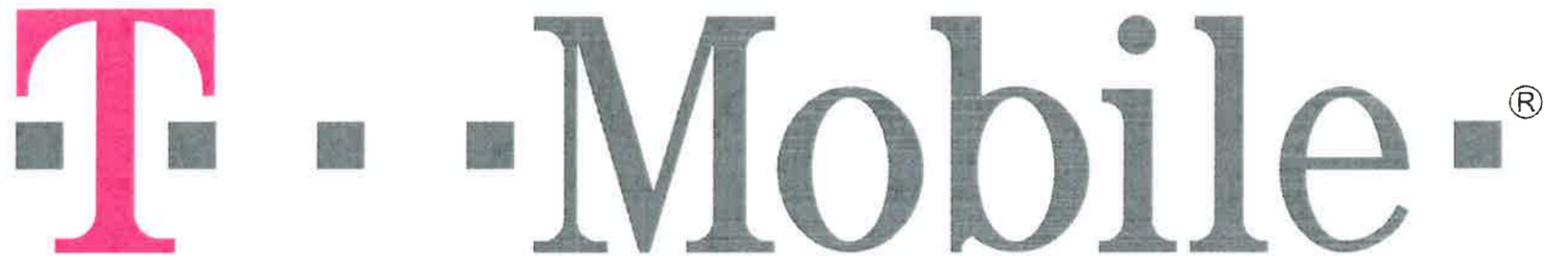
Site Lay-out

(See attached)

Exhibit C

Antenna Facilities

(See attached)



PROJECT: SECTOR ADD

SITE NAME: W. ST. PAUL

SITE ID: A1Q0027A

STREET ADDRESS: 151 MARIE AVENUE EAST
WEST SAINT PAUL, MN 55118

COUNTY: DAKOTA COUNTY

SITE TYPE: WATER TANK

T-Mobile
T-MOBILE
8000 W. 78TH STREET
EDINA, MN 55439



10700 W. HIGGINS SUITE 240
ROSEMONT, ILLINOIS 60018
PHONE: 847-608-6300
FAX: 847-608-1299

TRILEAF
PROPERTY DESIGN CONSULTANTS
1821 WALDEN OFFICE SQUARE, SUITE 510
SCHAUMBURG, IL 60173
PHONE: (630) 227-0202
FAX: (630) 227-1212



PROJECT DESCRIPTION

PER RFDS DATED: 08.19.15

MODIFICATION TO AN EXISTING UNMANNED T-MOBILE TELECOMMUNICATION FACILITY:

- INSTALL (2) PROPOSED T-MOBILE ANTENNAS
- INSTALL (1) PROPOSED FRLB IN EXISTING EQUIPMENT SHELTER
- INSTALL (1) PROPOSED FXFC & (1) PROPOSED FRIG AT ANTENNA LEVEL

PROPERTY INFORMATION

COORDINATES (NAD 83):
LATITUDE: 44 89169 (44° 53' 30.0834" N)
LONGITUDE: -93.07886 (93° 4' 43.896" W)

SITE ADDRESS:
151 MARIE AVENUE EAST
WEST SAINT PAUL, MN 55118

PROPERTY OWNER:
BOARD OF WATER COMMISSIONERS
400 COMMERCE BLDG
8 4TH ST E
SAINT PAUL, MN 55101

DRIVING DIRECTIONS:
FROM T-MOBILE OFFICE IN EDINA, MN:
GET ON I-494 E IN BLOOMINGTON FROM MARTH RD FOLLOW I-494 E TO MN-3
N/ROBERT TRAIL S IN SUNFISH LAKE. TAKE EXIT 67 FROM I-494 E AND CONTINUE ON
ROBERT TRAIL S. TAKE STATE HWY 952/S ROBERT ST TO MARIE AVE E IN WEST SAINT
PAUL

PROJECT TEAM

APPLICANT INFORMATION:

T-Mobile
T-MOBILE
8000 W. 78TH STREET
EDINA, MN 55439
(952) 833-4034

ARCHITECTURAL ENGINEERING FIRM:

TRILEAF
PROPERTY DESIGN CONSULTANTS
1821 WALDEN OFFICE SQUARE, SUITE 510
SCHAUMBURG, IL 60173

SITE ACQUISITION:

LCC
TELECOM SERVICES
10700 W. HIGGINS
SUITE 240
ROSEMONT, ILLINOIS 60018
PHONE: 847-608-6300
FAX: 847-608-1299

SHEET INDEX

SHEET	DESCRIPTION
T-1.0	TITLE SHEET
N-1.0	GENERAL NOTES
N-1.1	GENERAL NOTES (CONTINUED)
C-1.0	OVERALL SITE PLAN
C-2.0	COMPOUND PLAN
A-1.0	ANTENNA LAYOUT
A-2.0	ANTENNA & EQUIPMENT CHART
A-2.1	ANTENNA DIAGRAM
A-3.0	EQUIPMENT DETAILS
A-3.1	EQUIPMENT DETAILS CONTINUED
G-1.0	GROUNDING DIAGRAM & PLAN

AAV PROVIDER:
ZAYO

ELECTRIC COMPANY:
XCEL ENERGY COMPANY
(800) 481-4700

BUILDING CODES:
MINNESOTA STATE BUILDING CODE

2012 INTERNATIONAL BUILDING CODE
(AS AMENDED BY THE 2015 MINNESOTA STATE BUILDING CODE)

NATIONAL ELECTRICAL CODE
<http://wspmn.gov/428/Building-Construction-Regulations>

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: ROGER ALLAN ZIMMER
Signature: *Roger Allan Zimmer*
Date: 10.6.15
APPROVAL License # 51980

GOPHER STATE ONE-CALL
811 OR
1-800-252-1166

SITE NAME:
W. ST. PAUL

SITE ID:
A1Q0027A

SITE ADDRESS:
151 MARIE AVENUE EAST
WEST SAINT PAUL, MN 55118

PROJECT NUMBER:
619992

NO	DATE	REVISIONS	BY	REV	APP
0	10.05.15	REV 0 CD'S	KB	ER	RZ
1	09.29.15	REV 1 CD'S	KB	ER	RZ
2	09.17.15	REV 2 CD'S	KB	ER	RZ

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22"X34" SHEET SIZE AND ARE NOT REDUCED IN SIZE

TITLE SHEET

SHEET NUMBER
T-1.0

GENERAL NOTES

1. ALL PLANS AND SPECIFICATIONS ARE INTENDED TO INCLUDE ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THIS WORK. ANY ITEM OR WORK MENTIONED IN THE SPECIFICATION AND NOT SHOWN ON THE DRAWINGS, OR SHOWN ON THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATIONS SHALL BE PROVIDED BY THE CONTRACTOR AS IF INCLUDED IN BOTH.
2. THE DOCUMENTS FOR THIS PROJECT CONSIST OF DRAWINGS, AND SPECIFICATIONS PREPARED BY TRILEAF, INC.
3. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY CONTRACT DOCUMENTS, CONSTRUCTION DOCUMENTS, SPECIFICATIONS AND SHOP DRAWINGS, AND ANY OTHER INFORMATION REQUIRED TO COORDINATE ALL INTENDED WORK.
4. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL REQUIRED PERMITS, BONDS, OCCUPANCY PERMITS AND FEES.
5. ALL WORK NOTED "BY OTHER" OR "N.I.C." IS TO BE THE RESPONSIBILITY OF THE OWNER AND IS NOT TO BE PART OF THE GENERAL CONTRACTORS, CONSTRUCTION AGREEMENT. THE GENERAL CONTRACTOR SHALL COOPERATE WITH OWNER TO COORDINATE SAID WORK WITH OWNERS CONTRACTOR.
6. THE GENERAL CONTRACTOR SHALL PROVIDE ALL MATERIAL, AND LABOR NECESSARY TO COMPLETE THE WORK AS SPECIFIED IN THESE DRAWINGS AND SPECIFICATION.
7. DO NOT SCALE DRAWINGS. DIMENSIONS GOVERN. LARGER SCALE DETAILS GOVERN OVER SMALLER DETAILS. NOTIFY THE ARCHITECT OR ENGINEER OF ANY CONFLICTS.
8. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, PROPOSED AND EXISTING CONDITIONS ON THE SITE AND THOSE SHOWN ON THESE DRAWING PRIOR TO ORDERING OR STARTING ANY WORK. GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OR ENGINEER OF ANY DISCREPANCIES, OMISSIONS AND/OR CONFLICTS BEFORE COMMENCEMENT OF ANY WORK.
9. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OR ENGINEER OF ANY DISCREPANCIES BETWEEN THE CONSULTANTS DRAWINGS AND TRILEAF'S DOCUMENTS.
10. NO PLEA OF IGNORANCE ON THE PART OF CONTRACTOR OR SUBCONTRACTOR REGARDING ANY EXISTING CONDITIONS SHALL BE VALID ONCE THE CONTRACT BETWEEN OWNER AND CONTRACTOR HAS BEEN EXECUTED.
11. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO ADJACENT WORK THAT OCCUR, AND SHALL TAKE CARE TO PREVENT DAMAGE TO ALL OTHER TRADES LABOR AND MATERIAL. ALL SHALL REPAIR SUCH DAMAGE AT THEIR OWN EXPENSE. THIS INCLUDES TRACES OF SPLASHES, DROPPINGS, SMUDGES, AND ALL OTHER FOREIGN MATTER FROM ALL WALLS, FLOORS AND CEILINGS.
12. ALL MATERIAL TO BE USED FOR THIS PROJECT SHALL BE STORED IN A LEVEL AND DRY MANNER SO AS NOT TO OBSTRUCT THE COMPLETION OF OTHER WORK.
13. THE GENERAL CONTRACTOR SHALL SECURE ALL REQUIRED SHOP DRAWINGS AND REVIEW THEM FOR ANY ERROR PRIOR TO SUBMITTING THEM TO THE OWNER OR ARCHITECT.
14. THE GENERAL CONTRACTOR SHALL SUBMIT ALL NECESSARY PRODUCT DATA WHICH CLEARLY INDICATES THAT THE PRODUCT MEETS OR EXCEEDS ITEMS SPECIFIED.
15. ALL WORK PERFORMED SHALL CONFORM TO ALL APPLICABLE LOCAL, STATE AND FEDERAL BUILDING CODES IN CASE OF A CONFLICT THE MORE STRINGENT INTERPRETATION SHALL APPLY.

16. CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL LAWS, REGULATIONS, AND RULES PROMULGATED BY FEDERAL STATE AND LOCAL AUTHORITIES WITH JURISDICTION OVER THE SALTIER. THIS RESPONSIBILITY IS IN EFFECT REGARDLESS OF WHETHER THE LAW, ORDINANCE, REGULATION OR RULE IS MENTIONED IN THESE DOCUMENTS.
17. CONTRACTOR SHALL HAVE AND MAINTAIN A VALID CONTRACTOR'S LICENSE FOR THE LOCATION IN WHICH THE WORK IS TO BE PERFORMED. FOR JURISDICTIONS THAT LICENSE INDIVIDUAL TRADES, THE TRADESMAN OR SUBCONTRACTOR PERFORMING THOSE TRADES SHALL BE LICENSED. RESEARCH AND COMPLY WITH THE LICENSING LAWS, PAY LICENSE FEES, AND SELECT AND INFORM SUBCONTRACTORS REGARDING THESE LAWS.
18. FOLLOW ALL APPLICABLE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND STATE LAWS BASED IN THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT. THESE REGULATIONS INCLUDE, BUT ARE NOT LIMITED TO, REGULATIONS DEALING WITH TOWER CONSTRUCTION AND SAFETY, EXCAVATIONS AND TRENCHING, AND WORK IN CONFINED SPACES. ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR HARD HATS AT ALL TIMES DURING CONSTRUCTION.
19. PROVIDE PHOTOGRAPHIC EVIDENCE OF ALL FOUNDATION INSTALLATION, GROUNDING, AND TRENCHING AFTER PLACEMENT OF UTILITIES PRIOR TO BACKFILL.
20. CONTRACTOR SHALL SUBMIT CONSTRUCTION DOCUMENTS TO THE JURISDICTIONAL AUTHORITY FOR PLAN CHECK AND REVIEW. CONTRACTOR WILL SUBMIT LICENSING AND WORKMAN'S COMPENSATION INFORMATION TO THE JURISDICTION AS REQUIRED TO OBTAIN THE BUILDING PERMIT, CONTRACTOR SHALL COORDINATE AND SCHEDULE REQUIRED INSPECTIONS AND POST REQUIRED PERMITS AT THE JOB SITE. COMPLY WITH SPECIFIC PROJECT RELATED REQUESTS AND SUGGESTION MADE BY BUILDING INSPECTOR, AND INFORM CONSTRUCTION MANAGER OF ANY SUCH WORK THAT MAY BE BEYOND THE SCOPE OF THE CONTRACT OR DEVIATE FROM THE CONSTRUCTION DOCUMENTS, T-MOBILE WILL REIMBURSE THE CONTRACTOR FOR FEES, FOR PLAN REVIEW, BUILDING PERMIT, CONNECTIONS, AND INSPECTION. (INCLUDED IN THE BASE PROPOSAL).
21. CONTRACTOR SHALL SUBMIT FOR AND OBTAIN ALL ZONING AND CONDITIONAL USE PERMITS, SOME USE PERMITS MAY HAVE SPECIFIC REQUIREMENTS FOR THE SITE RELATED TO CONSTRUCTION, SUCH AS NOISE REGULATIONS, HOURS OF WORK, ACCESS LIMITATIONS, ETC. THE CONSTRUCTION MANAGER WILL INFORM THE CONTRACTOR OF THESE REQUIREMENTS AT THE PRE-BID MEETING OR AS SHOWN IN THE CONSTRUCTION DOCUMENTS.

CONSTRUCTION ADMINISTRATION

1. PRIOR TO STARTING CONSTRUCTION GENERAL CONTRACTOR SHALL ASSIGN A PROJECT MANAGER THAT WILL BE RESPONSIBLE FOR THE COORDINATION AND SCHEDULING OF ALL WORK. THIS PROJECT MANAGER SHALL BE THE SINGLE CONTACT PERSON FOR ALL PERSONNEL WORKING ON THIS PROJECT. PRIOR TO THE START OF THIS PROJECT THE PROJECT MANAGER SHALL SCHEDULE A ON-SITE MEETING WITH ALL CONTRACTORS INVOLVED IN THIS PROJECT.
2. PRIOR TO STARTING CONSTRUCTION THE GENERAL CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE TO THE OWNER AND TRILEAF'S REPRESENTATIVE FOR THEIR REVIEW.
3. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING DAILY PROGRESS REPORTS THAT, INCLUDE ALL CONTRACTORS WORKING ON THE JOB SITE, MATERIALS ON SITE AND WEATHER CONDITIONS. THE GENERAL CONTRACTOR SHALL PROVIDE A WRITTEN WEEKLY REPORT TO THE OWNER AND TRILEAF FOR REVIEW.
4. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL OSHA, AND WPCS SAFETY REQUIREMENTS DURING CONSTRUCTION.
5. PRIOR TO POURING ANY CONCRETE, TOWER ERECTIONS OR TELECOM. EQUIPMENT BEING DONE, THE GENERAL CONTRACTOR SHALL PROVIDE THE PROJECT MANAGER AND TRILEAF WITH 48 HOUR NOTICE.
6. EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR DAILY CLEAN UP OF ALL MATERIAL AND DEBRIS.
7. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING ALL NECESSARY INSPECTIONS AS REQUIRED.
8. TRILEAF SHALL NOT HAVE CONTROL OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, MATERIAL AND / OR METHODS OTHER THEN WHAT IS SHOWN ON THESE DRAWINGS AND SPECIFICATIONS
9. THE GENERAL CONTRACTOR SHALL FOR THE DURATION OF THE PROJECT CARRY AND MAINTAIN AT THEIR OWN EXPENSE ALL REQUIRED BONDS AND INSURANCES AS SPECIFIED IN MASTER AGREEMENT AND/OR CONSTRUCTION CONTRACT. THE INSURANCE SHALL LIST THE OWNER AS ADDITIONAL INSURED ON ALL POLICIES.
10. GENERAL CONTRACTOR SHALL PROVIDE WRITTEN PROOF OF ALL REQUIRED BONDS AND INSURANCE.

EXCAVATION AND GRADING

1. GENERAL CONTRACTOR SHALL NOTIFY ALL INSPECTORS AS REQUIRED, PRIOR TO POURING ANY AND ALL CONCRETE.
2. CONTRACTOR SHALL VERIFY ALL FILL MATERIAL REQUIRED WITH LOCAL AND PUBLIC HIGHWAY DEPARTMENTS.
3. ALL CONCRETE SHALL BE PLACED ON UNDISTURBED SOIL WITH A MIN. ALLOWABLE SOIL BEARING CAPACITY OF 3000 LBS PER SQUARE FOOT UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL TO A MIN. OF 6" BELOW GRADE.
5. REMOVE ALL TREES, BRUSH AND DEBRIS FROM SITE AREA AND ACCESS ROAD RIGHT OF WAY AS REQUIRED.
6. GENERAL CONTRACTOR SHALL REMOVE ALL SOFT SPOTS AND UNSTABLE SOIL CONDITIONS, AND COMPACT TO 85% STANDARD PROCTOR, WHERE NECESSARY PROVIDE STABILIZER MAT PRIOR TO INSTALLING ANY FILL OR BASE MATERIAL.
7. ALL COMPACTING SHALL BE DONE BY MECHANICAL MEANS. LARGER AREAS SHALL USE SHEEPS FOOT, VIBRATORY OR RUBBER TIED ROLLERS. OF AT LEAST 5 TONS. SMALLER AREAS SHALL BE COMPACTED BY POWER DRIVEN HAND HELD TAMPERS. WATER TREATMENT MAY BE REQUIRED TO OBTAIN COMPACTION.

8. ALL EARTH WORK WITH ON SITE MATERIAL SHOULD BE PERFORMED WHEN TEMPERATURES ARE ABOVE FREEZING. FROZEN SOIL SHOULD NOT BE USED BENEATH STRUCTURES. ALL FOUNDATION EXCAVATION MUST BE INSULATED AGAINST FREEZING UNTIL CONSTRUCTION OF FOUNDATION IS COMPLETED.
9. ALL EXCESS SPOILS SHALL BE REMOVED FROM SITE.
10. ALL STONE FILL SHALL BE PLACED IN MAX. 6" LIFTS IN ACCORDANCE WITH ASTM-D1557, WITH 95% PROCTOR UNDER SLABS.
11. IN AREAS OF COMPACTED FILL WITH IN THE FOUNDATION LINE BACKFILLING AGAINST BOTH SIDES OF FOUNDATION SHALL BE DONE AT THE SAME RATE TO PREVENT STRESS AND OVERTURNING OF FOUNDATION.
12. ACCESS ROAD SHALL BE BROUGHT UP TO BASE COURSE LEVEL PRIOR TO PLACING FOUNDATION.
13. ALL SITE GRADING INCLUDING, SWALES, CULVERTS, AND DITCHES SHALL BE PLACED SO THAT NO WATER IS DIRECTED TO ADJACENT SITE.
14. WHERE SITE SLOPES OF ALL FENCED AREAS, PARKING AREAS EXCEEDS 2:1, RIPRAP SHALL BE APPLIED TO SLOPED SIDES. ALL CULVERT OPENING SHALL HAVE RIPRAP FOR THE ENTIRE FIRST 6'-0" OF DITCH.
15. ALL GRADING AND EXCAVATION SHALL INCLUDE, GRADING, DITCHING AND BANKING UNLESS OTHERWISE NOTED.
16. AFTER FINAL GRADING, ANY DEPRESSIONS THAT ALLOW PONDING WILL BE REJECTED.
17. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL EROSION CONTROL DEVICES INCLUDING, BUT NOT LIMITED TO, SILT FENCE AROUND THE CONSTRUCTION LIMITS, STONE ACCESS DRIVES, AND FILTER FABRIC PROTECTORS AND STRAW BALES AROUND ALL MANHOLES AND INLETS PER DETAILS.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: ROGER ALLAN ZIMMER

Signature: *Roger Allan Zimmer*

Date 10.6.15 License # 51980



10700 W. HIGGINS SUITE 240
ROSEMONT, ILLINOIS 60018
PHONE: 847-608-6300
FAX: 847-608-1299



SITE NAME:
W. ST. PAUL

SITE ID:
A1Q0027A

SITE ADDRESS:
151 MARIE AVENUE EAST
WEST SAINT PAUL, MN 55118

PROJECT NUMBER:
619992

NO	DATE	BY	REVISIONS	APP
0	10 05 15	KB	REV C/D/S	RZ
B	09 29 15	KB	REV B C/D/S	RZ
A	09 17 15	KB	REV A C/D/S	RZ

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22"X34" SHEET SIZE AND ARE NOT REDUCED IN SIZE

GENERAL NOTES

SHEET NUMBER
N-1.0

ANTENNA & TOWER CONSTRUCTION

- THIS SECTION INCLUDES THE INSTALLATION OF SIDE ARMS, MICROWAVE DISH ANTENNAS, GALVANIZED STEEL ANTENNA MOUNTS, AND WAVEGUIDE BRIDGE AS SHOWN ON THESE DRAWINGS AND SPECIFICATIONS.
- ANTENNA CONTRACTOR SHALL VERIFY ALL REQUIREMENTS WITH CELL PROVIDERS REPRESENTATIVE PRIOR TO STARTING CONSTRUCTION.
- PROVIDE MATERIAL AND LABOR TO IN INSULATED GROUND BAR AT EQUIPMENT CABINET. SEE GROUNDING NOTES
- ANTENNA CONTRACTOR SHALL PERFORM ALL NECESSARY FIELD TEST, INCLUDING SWEEP TEST.
- THE FOLLOWING REGULATOR AGENCIES APPLY TO THIS SECTION
 - EIA ELECTRONIC INDUSTRIES ASSOCIATION TIA/EIA-222-G STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORT STRUCTURES.
 - FAA FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULAR AC 70-7460-1H. OBSTRUCTION MARKING AND LIGHTING. IN ALL CASES PART 77.
 - FCC FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS FORM # 715, OBSTRUCTION MARKING AND LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES AND FORM 715A. HIGH INTENSITY OBSTRUCTIONS LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES. AND IN ALL CASES PART 17, AND 22.
 - AISC AMERICAN INSTITUTE OF STEEL CONSTRUCTION.
 - NEC NATIONAL ELECTRICAL CODE, FOR TOWER LIGHTING.
 - UL UNDERWRITERS LABORATORIES.
 - NFPA-101 LIFE SAFETY CODE.

STRUCTURAL NOTES

- ALL DESIGN AND CONSTRUCTION SHALL COMPLY WITH THE INTERNATIONAL BUILDING CODE, CURRENT EDITION, AND ANY STATE OR LOCAL CODES THAT APPLY. IF A CONFLICT BETWEEN THE CODES THE MOST RESTRICTIVE CODE APPLIES.
- DO NOT SCALE DRAWINGS
- CONTRACTOR SHALL VERIFY ALL EQUIPMENT LOCATIONS AND MOUNT DIMENSIONS PER MANUFACTURERS SPECIFICATIONS AND INSTALLATION DRAWINGS PRIOR TO STARTING ANY CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE A MIN. OF TWO COPIES OF ALL SHOP DRAWINGS TO THE ARCHITECT OR ENGINEER FOR APPROVAL PRIOR TO STARTING ANY INSTALLATION.
- GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, SECTIONS AND DETAIL BETWEEN THESE DOCUMENTS AND THE MANUFACTURERS SHOP DRAWINGS AND NOTIFY THE ARCHITECT / ENGINEER OF ANY DISCREPANCIES OR INCONSISTENCIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY TEMPORARY BRACING, SHORING, OR ANY OTHER MEANS TO AVOID EXCESSIVE STRESSES AND TO HOLD STRUCTURAL ELEMENTS IN PLACE DURING CONSTRUCTION.
- CONTRACTOR SHALL VERIFY ALL SIZES, LOCATIONS AND NUMBER OF FLOOR AND ROOF OPENINGS PRIOR TO STARTING ANY WORK.

GENERAL NOTES

- OBTAIN PERMITS AND PAY FEES RELATED TO ELECTRICAL WORK PERFORMED ON THIS PROJECT. DELIVER COPIES OF ALL PERMITS TO T-MOBILE.
- SCHEDULE AND ATTEND INSPECTIONS RELATED TO ELECTRICAL WORK REQUIRED BY JURISDICTION HAVING AUTHORITY. CORRECT AND PAY FOR ANY WORK REQUIRED TO PASS ANY FAILED INSPECTION.
- PROVIDE TWO COPIES OF OPERATION AND MAINTENANCE MANUALS IN THREE-RING BINDER.
- FURNISH AND INSTALL THE COMPLETE ELECTRICAL SYSTEM, FIBER SYSTEM, AND THE GROUNDING SYSTEM AS SHOWN ON THESE DRAWINGS.
- ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND LOCAL ORDINANCES. INSTALLED IN A NEAT MANNER AND SHALL BE SUBJECT TO APPROVAL BY T-MOBILE.
- CONDUCT A PRE-CONSTRUCTION SITE VISIT AND VERIFY EXISTING SITE CONDITIONS AFFECTING THIS WORK. REPORT ANY OMISSIONS OR DISCREPANCIES FOR CLARIFICATION PRIOR TO THE START OF CONSTRUCTION.
- PROTECT ADJACENT STRUCTURES AND FINISHES FROM DAMAGE. REPAIR TO ORIGINAL CONDITION ANY DAMAGED AREA.
- REMOVE DEBRIS ON A DAILY BASIS. DEBRIS NOT REMOVED IN A TIMELY FASHION WILL BE REMOVED BY OTHERS AND THE RESPONSIBLE SUBCONTRACTOR SHALL BE CHARGED ACCORDINGLY. REMOVAL OF DEBRIS SHALL BE COORDINATED WITH THE SITE OWNERS REPRESENTATIVE. DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF LEGALLY. USE OF THE PROPERTY'S DUMPSTER IS PROHIBITED.
- CONTRACTOR TO CONFIRM AVAILABLE CAPACITY AT EXISTING UTILITY PEDESTAL AND ADVISE ENGINEER OF SERVICE SIZE AND FAULT CURRENT LEVEL.
- IF PEDESTAL DOES NOT HAVE ADEQUATE CAPACITY, CONTRACTOR TO SUBMIT COST QUOTATION TO UPGRADE. UPON APPROVAL OF SUBMITTED COST QUOTATION, THE CONTRACTOR SHALL PROVIDE PROPOSED SERVICE AND/ OR UPGRADE SERVICE, FEEDERS AND EQUIPMENT/ ELECTRODE GROUNDING CONDUCTORS SIZE ACCORDINGLY.
 - CONTRACTOR SHALL VERIFY SEPARATION DIMENSION BETWEEN POWER COMPANY ELECTRICAL CONDUITS AND LP GAS PIPES AS PER UTILITY COMPANY. LOCAL CODES, NEC, NFPA, AND GAS TANK MANUFACTURER'S SPECIFICATION.
 - CONTRACTOR SHALL VERIFY THAT THE TOTAL NUMBER OF SERVICE ENTRANCE DISCONNECTS IN THE EXISTING UTILITY COMPANY PEDESTAL MUST NOT EXCEED SIX. IF THE PROPOSED SERVICE ADDED EXCEEDS THIS VALUE, CONTRACTOR MUST COORDINATE WITH THE UTILITY COMPANY AND AUTHORITY HAVING JURISDICTION. THE RUNNING OF AN ADDITIONAL EXCLUSIVE AND DEDICATED SERVICE LATERAL SET FOR THE PROPOSED LOAD ADDED TO THE COMPOUND AS PER NEC ARTICLE 230-2 (B).
 - THE EQUIPMENT/ PROTECTIONS MUST BE RATED FOR STANDARD AIC RATE HIGHER THAN INCOMING EQUIPMENT AND/ OR UTILITY COMPANY AIC RATE.

ELECTRICAL NOTES

- REFERENCE T-MOBILE STANDARD CONSTRUCTION SPECIFICATIONS FOR WIRELESS SITES FOR GENERAL ELECTRICAL REQUIREMENTS.
- WIRING SHALL BE AWG STRANDED COPPER WITH THHN OR EQUIVALENT INSULATION. #12 MINIMUM INSTALLED IN "MINIMUM CONDUIT. SIGNAL WIRING BE INSULATED #22 AWG. NO BX OR ROMEX CABLE IS PERMITTED. CONDUITS SHALL BE SURFACE MOUNTED.

- WIRING DEVICES AND EQUIPMENT SHALL BE UL LISTED SPECIFICATIONS GRADE.
- MATERIALS SHALL BE PROPOSED AND CONFORM TO THE APPLICABLE STANDARDS ESTABLISHED FOR EACH ITEM BY THE ORGANIZATIONS LISTED BELOW.
 - AMERICAN SOCIETY FOR TESTING MATERIAL (ASTM) - UNDERWRITER LABORATORY (UL) - NATIONAL ELECTRICAL MANUFACTURING ASSOCIATION (NEMA) - AMERICAN STANDARDS ASSOCIATION (ASA) - NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).
- INSTALLATION OF MATERIALS SHALL COMPLY WITH REGULATIONS OF:
 - THE NATIONAL ELECTRIC CODE (NFPA 70) - THE NATIONAL ELECTRICAL SAFETY CODE (ANSI-C-2) - THE LIFE SAFETY CODE (NFPA 101) - LOCAL BUILDING CODES.
- THE ENTIRE SYSTEM SHALL BE SOLIDLY GROUNDED USING LOCKOUTS AND BONDING NUTS ON CONDUITS AND PROPERLY BONDED GROUND CONDUCTOR. RECEPTACLES AND EQUIPMENT BRANCH CIRCUITS SHALL BE GROUNDED WITH A FULL-SIZE EQUIPMENT GROUNDING CONDUCTOR RUN IN THE CIRCUITS CONDUIT.
- OUTLET AND JUNCTION BOXES SHALL BE ZINC-COATED OR CADMIUM PLATED STEEL NOT LESS THAN 4" SQUARE AND SUITABLE FOR THE TYPE SERVICE AND OUTLET. OUTLET AND JUNCTION BOXES SHALL BE SURFACE MOUNTED AND LABELED WITH BRANCH CIRCUIT BREAKER NUMBER.
- LABEL ALL EQUIPMENT SERVED FROM T-MOBILE PANEL BOARD WITH PHENOLIC LABELS SIZED IN RELATION TO USAGE.
- INDOOR CONDUCTORS SHALL BE INSTALLED IN EMT UNLESS NOTED OTHERWISE. OUTDOOR CONDUCTORS SHALL BE INSTALLED IN RIGID GALVANIZED STEEL UNLESS NOTED OTHERWISE. WHERE EMT IS USED. IT SHALL BE WITH ONLY LISTED COMPRESSION FITTINGS. NO SET SCREW FITTINGS SHALL BE ALLOWED.
- CONTRACTOR IS TO PROVIDE AND INSTALL ENGRAVES LABEL ON THE T-MOBILE METER SOCKET ENCLOSURE.
- CONTRACTOR IS TO OBTAIN ALL PERMITS, PAY PERMITS FEES, AND BE RESPONSIBLE FOR SCHEDULING INSPECTIONS. THE CONTRACTOR IS TO OBTAIN LOCAL POWER AND TELEPHONE COMPANY APPROVAL & COORDINATE WITH UTILITY COMPANIES SERVICE REQUIREMENTS.

SEH NOTES:

- ALL ATTACHMENTS TO PAINTED SURFACES ARE TO INCLUDE THE PLACEMENT OF NEOPRENE STRIPS BETWEEN HARDWARE AND POINTS OF CONTACT TO REDUCE/ELIMINATE DAMAGE TO THE PAINTED SURFACE. METAL SHIMS ARE REQUIRED IN SITUATIONS WHERE TIGHTENING A CLAMP MAY CAUSE THE NEOPRENE TO TEAR CAUSING METAL TO METAL CONTACT. WHERE POSSIBLE EXPOSED NEOPRENE SHOULD BE WRAPPED WITH WHITE TAPE. FASTENING SEQUENCE SHOULD INCLUDE NYLON WASHERS BETWEEN THE PAINTED SURFACE AND THE GALVANIZED WASHER.
- PROPOSED ANTENNAS SHALL BE SHOP PAINTED TO MATCH THE COLOR OF THE WATER TOWER (VERIFY COLOR).
- PROPOSED MOUNTING PIPES ARE TO BE GALVANIZED AND/OR PROVIDED IN A NON-CORRODING MATERIAL AND ARE TO BE CAPPED AT BOTH ENDS WITH WELDED CAPS OR RUBBER CAPS AT BOTH ENDS.
- ALL MOUNTING HARDWARE IS TO BE GALVANIZED AND/OR PROVIDED IN A NON-CORRODING MATERIAL.
- ALL EXPOSED JUMPERS, COAX, CABLES AND WAVEGUIDE WILL BE PROVIDED WITH WHITE JACKETING, OR TAPED WHITE.
- CONTRACTOR TO TOUCH UP EXISTING ANTENNA SUPPORT PIPES. DEPENDING UPON THEIR CONDITION (DAMAGED) THE SPRWS MAY REQUEST REPLACEMENT
- CONTRACTOR TO TOUCH UP PAINTING ON EXISTING ANTENNAS, SPOT REPAIRS MADE WITH BRUSH AND WITHOUT FEATHERING, SHOULD BE COMPLETELY ROLLED FOR UNIFORMITY.
- FIREWALL GROMMETS ARE TO BE IN ALL EXTERIOR PENETRATIONS FOR COAX AND SEALED WITH SILICONE CAULK
- ALL T-MOBILE RF EQUIPMENT IS TO BE TAGGED AND/OR LABELED.

**SECTION 09 97 15
COATING SYSTEMS FOR
TELECOMMUNICATION EQUIPMENT**

PART 1 GENERAL

1.01 SUMMARY

- SECTION INCLUDES PAINTING AND PAINTING REPAIR WORK ASSOCIATED WITH THE INSTALLATION OF ANTENNAS, COAXIAL CABLES, AND OTHER COMMON COMPONENTS WITH DIRECT ATTACHMENT TO WATER TANK FACILITIES.

1.02 REFERENCES

- SOCIETY FOR PROTECTIVE COATINGS (SSPC): WWW.SSPC.ORG
 - VOLUME 1: GOOD PAINTING PRACTICE.
 - VOLUME 2: SYSTEM AND SPECIFICATIONS

1.03 SUBMITTALS

- PRODUCT DATA: SUBMIT DATA SHEET FOR EACH COATING SYSTEM.

PART 2 PRODUCTS

2.01 MATERIALS

- MANUFACTURERS:
 - SHERWIN WILLIAMS COMPANY WWW.SHERWIN-WILLIAMS.COM
 - TNEMEC COMPANY WWW.TNEMEC.COM
 - X-I-M PRODUCTS WWW.XIMBONDER.COM

PART 3 EXECUTION

3.01 EXAMINATION

- VISUALLY EVALUATE SURFACE PREPARATION BY COMPARISON WITH PICTORIAL STANDARDS OF SSPC-VIS-1-89.

3.02 PREPARATION

- REMOVE ALL SURFACE CONTAMINANTS IN ACCORDANCE WITH SSPC-SP 1 SOLVENT CLEANING.
 - DO NOT USE HYDROCARBON SOLVENTS ON SURFACES TO BE COATED WITH WATER-BASED COATING.
- CLEAN AND REMOVE ALL RUST, SLAG, WELD SPLATTER, WELD SCABS, MILL SCALE, AND LOOSE PAINT.
- PROTECT AREAS ADJACENT TO WELDING & OR GRINDING OPERATIONS TO PREVENT DAMAGE OF SURROUNDING INTACT PAINT SYSTEM.
- FERROUS METAL: SSPC-SP6 COMMERCIAL BLAST CLEANING
- GALVANIZED STEEL: SSPC-SP7 BRUSH OFF BLAST
- ANTENNA COVERS, COAXIAL CABLE, NON-METALLIC SUBSTRATES AND PREVIOUSLY PAINTED SURFACES: SCARIFY TO DE-GLOSS. SSPC-SP 1 WITH NON-HYDROCARBON SOLVENT.
- SURFACE PROFILE SHALL BE IN ACCORDANCE WITH MANUFACTURER'S PRODUCT RECOMMENDATION.
- RE-BLAST ALL SURFACES:
 - WHERE RUSTING HAS OCCURRED.
 - THAT DO NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.

3.03 APPLICATION

- COATINGS SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTIONS.
- SURFACES TO BE COATED SHALL BE CLEAN, DRY, AND FREE OF AIRBORNE DUST AND CONTAMINANTS AT THE TIME OF APPLICATION AND WHILE FILM IS FORMING.

- FINISH COAT SHALL BE UNIFORM IN COLOR AND SHEEN WITHOUT STREAKS, LAPS, RUNS, SAGS, OR MISSED AREAS.

- SHOP PAINTING: TAPE-OFF (2-INCH MINIMUM) SURFACES THAT WILL BE IN THE HEAT-AFFECTED-ZONE DURING FIELD WELDING.

E. COMPONENT PAINTING:

- INTERIOR EXPOSED FERROUS METAL AND GALVANIZED STEEL:
 - PRODUCT: SHERWIN WILLIAMS MACROPOXY 646 OR TNEMEC SERIES 1G1
 - NUMBER OF COATS: 2
 - DRY FILM THICKNESS: 4.0-6.0 MILS (PER COAT)
 - COLOR: BY OWNER
 - EXTERIOR EXPOSED FERROUS METAL AND GALVANIZED STEEL:
 - PRIMER: SHERWIN WILLIAMS MACROPOXY 646 OR TNEMEC SERIES 1G1 OR 1G9
 - NUMBER OF COATS: 1
 - DRY FILM THICKNESS: 4.0-6.0 MILS
 - COLOR: BY OWNER
 - FINISH: SHERWIN WILLIAMS ACROGON TNEMEC SERIES 107-101/0750
 - NUMBER OF COATS: 1
 - DRY FILM THICKNESS: 2.0-3.0 MILS
 - COLOR: BY OWNER

I hereby certify that this plan, specification, or other proposed work was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the

State of Minnesota. My License # 51980

ROGER ALLAN ZIMMER
 Roger Allan Zimmer

- PRODUCT: SHERWIN WILLIAMS PRO-CRYL PRIMER
 - NUMBER OF COATS: 1
 - DRY FILM THICKNESS: 2.0-4.0 MILS
 - FINISH: SHERWIN WILLIAMS SHER-CRYL

- HPA
 - NUMBER OF COATS: 1
 - DRY FILM THICKNESS: 2.5-4.0 MILS
 - COLOR: BY OWNER

- COAXIAL CABLE
 - PRIMER: X-I-M 1138
 - NUMBER OF COATS: 1
 - DRY FILM THICKNESS: 2.0-3.0 MILS
 - FINISH: SHERWIN WILLIAMS SHER-CRYL
 - HPA
 - NUMBER OF COATS: 1
 - DRY FILM THICKNESS: 2.5-4.0 MILS
 - COLOR: BY OWNER

3.04 REPAIR OF AREAS DAMAGED BY WELDING

- PREPARE THE DAMAGE BY ONE OF THE TWO FOLLOWING METHODS AS DIRECTED BY ENGINEER.
 - ABRASIVE-BLAST TO SSPC-SP6.
 - MECHANICALLY CLEAN TO SSPC-SFC 1.
- FEATHER EDGES TO PROVIDE SMOOTH COATING TRANSITION.
- APPLY PRIME COAT TO BARE METAL SURFACE.
- MASK OFF RECTANGULAR AREA AROUND PRIME COAT.
- APPLY FINISH COAT.

3.05 QUALITY CONTROL

- MEASURE DRY FILM THICKNESS WITH A MAGNETIC FILM THICKNESS GAGE IN ACCORDANCE WITH SSPC-PA2.
- VISUALLY INSPECT DRIED FILM FOR FUNS, SAGS, DRY SPRAY, OVERSPRAY, EMBEDDED PARTICLES AND MISSED AREAS.
- REPAIR DEFECTIVE OR DAMAGED AREAS IN ACCORDANCE WITH ARTICLES 3.02 AND 3.03.



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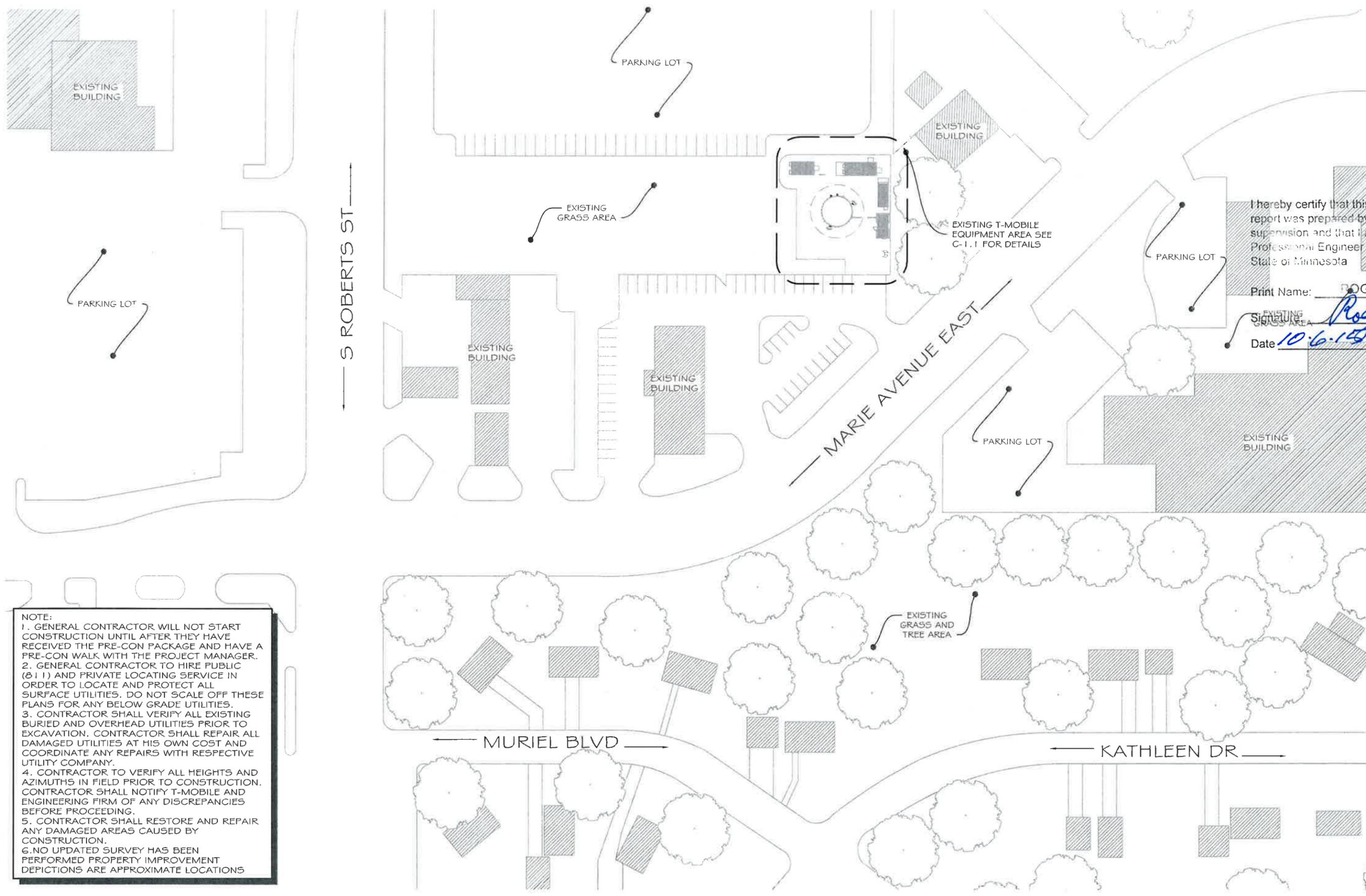
PROJECT NUMBER:
619992

NO	DATE	REVISIONS	BY	APP
0	10/05/15	REV'D CDS	KB	RZ
B	09/29/15	REV'B CDS	KB	RZ
A	08/17/15	REV'A CDS	KB	RZ
				APP

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"x17" OR 22"x34" SHEET SIZE AND ARE NOT REDUCED IN SIZE

GENERAL NOTES
 (CONTINUED)

SHEET NUMBER
N-1.1



NOTE:
 1. GENERAL CONTRACTOR WILL NOT START CONSTRUCTION UNTIL AFTER THEY HAVE RECEIVED THE PRE-CON PACKAGE AND HAVE A PRE-CON WALK WITH THE PROJECT MANAGER.
 2. GENERAL CONTRACTOR TO HIRE PUBLIC (811) AND PRIVATE LOCATING SERVICE IN ORDER TO LOCATE AND PROTECT ALL SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.
 3. CONTRACTOR SHALL VERIFY ALL EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ALL DAMAGED UTILITIES AT HIS OWN COST AND COORDINATE ANY REPAIRS WITH RESPECTIVE UTILITY COMPANY.
 4. CONTRACTOR TO VERIFY ALL HEIGHTS AND AZIMUTHS IN FIELD PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY T-MOBILE AND ENGINEERING FIRM OF ANY DISCREPANCIES BEFORE PROCEEDING.
 5. CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION.
 6. NO UPDATED SURVEY HAS BEEN PERFORMED PROPERTY IMPROVEMENT DEPICTIONS ARE APPROXIMATE LOCATIONS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

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NO	DATE	REVISIONS	BY	REV	APP
0	10 05 15	REV 0 CDS	KB	ER	RZ
B	09 29 15	REV 3 CDS	KB	ER	RZ
A	09 17 15	REV 4 CDS	KB	ER	RZ

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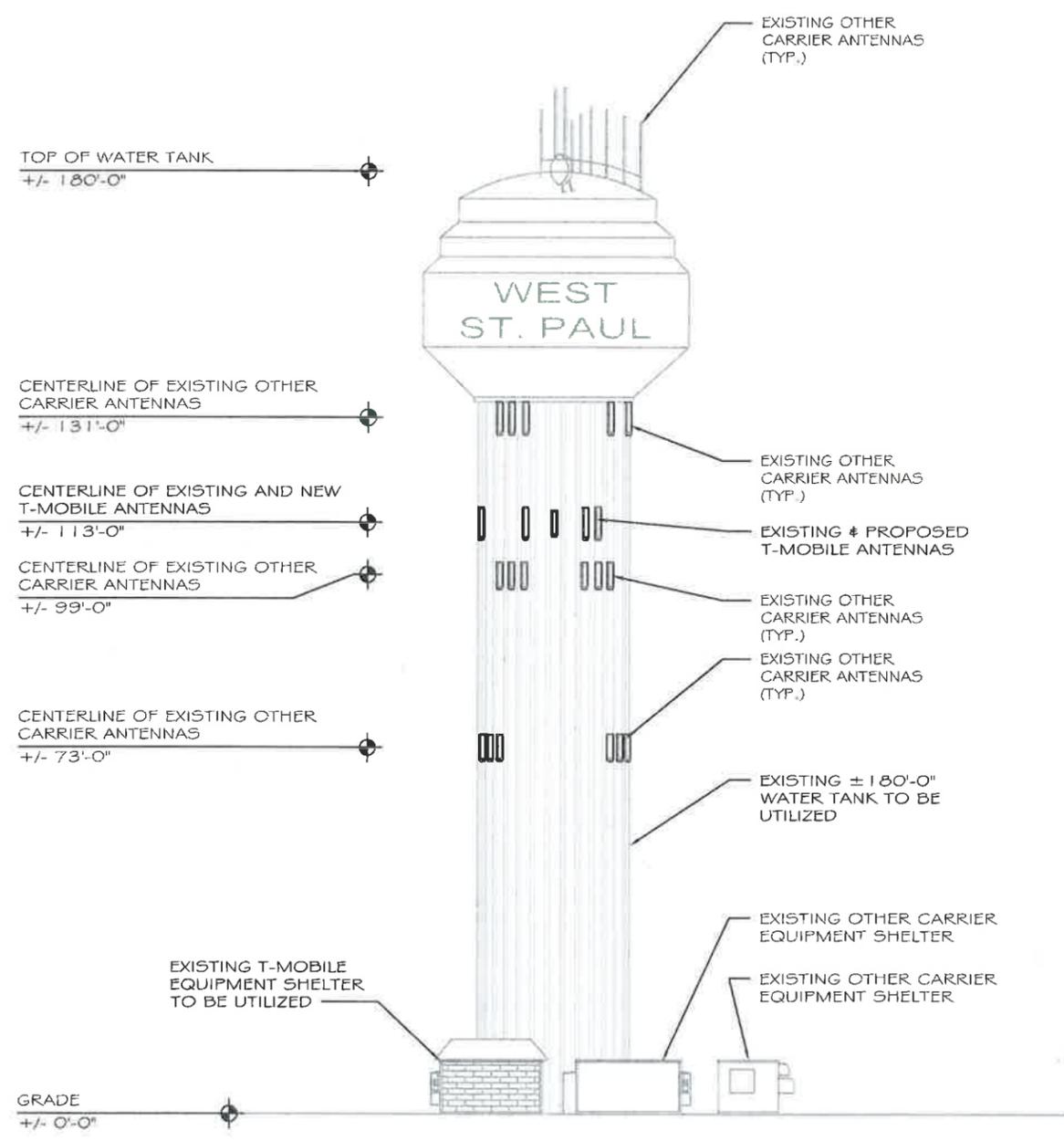
OVERALL SITE PLAN

SCALE: 1"=40'-0" (22x34)
 (OR) 1/2"=40'-0" (11x17)

OVERALL SITE PLAN
 SHEET NUMBER
C-1.0

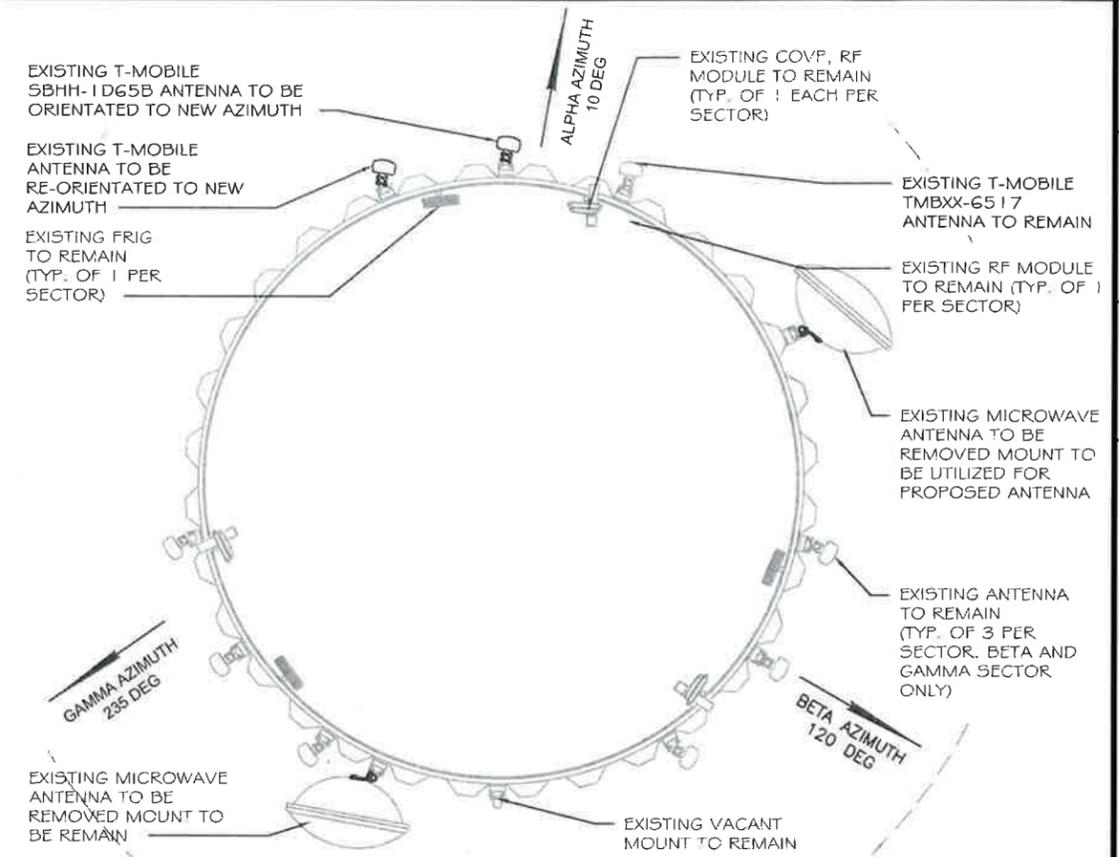
NOTE:
A STRUCTURAL EVALUATION OF THE TOWER STRUCTURE HAS BEEN COMPLETED BY TRILEAF. SEE STRUCTURAL ANALYSIS DATED 9.25.15.

NOTE:
COULD NOT VERIFY EXACT MOUNTING LOCATION OF EQUIPMENT INSIDE TANK AT TIME OF SITE VISIT. NOTIFY ENGINEER IF ANY DISCREPANCIES.



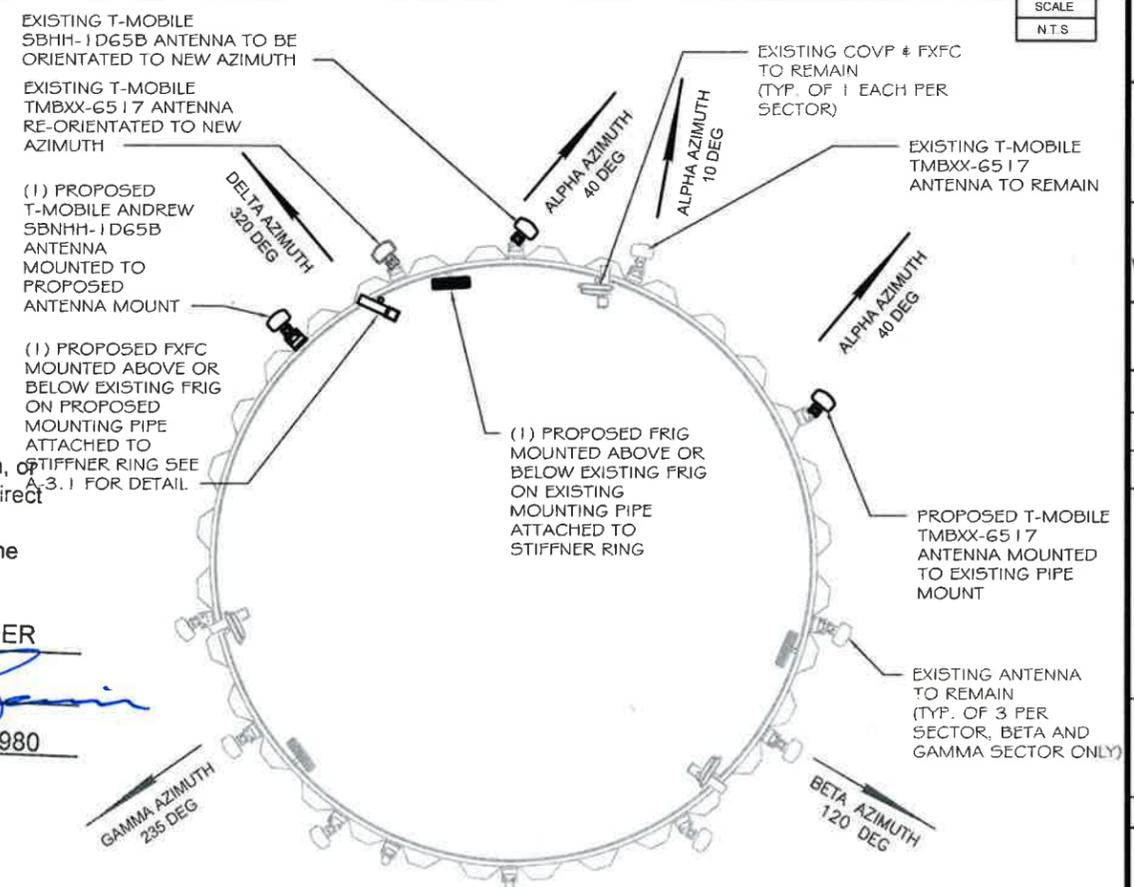
1
A-1.0
TOWER ELEVATION

SCALE 1/8"=1'-0" (22x34)
(OR) 1/16"=1'-0" (11x17)



EXISTING ANTENNA LAYOUT

SCALE
N.T.S.



PROPOSED ANTENNA LAYOUT

SCALE
N.T.S.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

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ANTENNA LAYOUT

SHEET NUMBER
A-1.0

ANTENNA KEY

STATUS	ANTENNA NUMBER	COLOR CODE (SEE NOTE 3)	BEAM WIDTH	ANTENNA VENDOR	MODEL #	AZIMUTH	ELECTRICAL DOWNTILT	MECHANICAL DOWNTILT	ANTENNA CENTERLINE AGL	TYPE	COAXIAL FEEDER		HYBRID CABLE FEEDER	
											SIZE	LENGTH	SIZE	LENGTH
PROPOSED	D-1	RED 2/RB RED 1/RB RED 2/RG+BW RED 1/RG+BW	65°	ANDREW	SBNHH-1D65B	320°	2°	0°	113'-0"	LTE 700/ L21	EXISTING	EXISTING	N/A	N/A
EXISTING	D-2		65°	ANDREW	TMBXX-6517	320°	5°	3°	113'-0"	PCS UMTS	EXISTING	EXISTING	EXISTING	EXISTING
EXISTING	A-1		65°	ANDREW	SBNHH-1D65B	40°	2°	0°	113'-0"	LTE 700/ L21	EXISTING	EXISTING	EXISTING	EXISTING
EXISTING	A-2		65°	ANDREW	TMBXX-6517	10°	5	0	113'-0"	PCS UMTS	EXISTING	EXISTING	EXISTING	EXISTING
PROPOSED	A-3	RED 2/RB RED 1/RB RED 2/RG+BW RED 1/RG+BW	65°	ANDREW	TMBXX-6517-A2M	40°	2°	3°	113'-0"	AWS UMTS/GSM	EXISTING	EXISTING	EXISTING	EXISTING
EXISTING	B-1		65°	ANDREW	TMBXX-6517-A2M	120°	DO NOT DISTURB	DO NOT DISTURB	113'-0"	LTE 700	EXISTING	EXISTING	N/A	N/A
EXISTING	B-2		65°	ANDREW	SBNHH-1D65B	120°	DO NOT DISTURB	DO NOT DISTURB	113'-0"	LTE 700	EXISTING	EXISTING	N/A	N/A
EXISTING	B-3		65°	ANDREW	TMBXX-6517-A2M	120°	DO NOT DISTURB	DO NOT DISTURB	113'-0"	LTE 700	EXISTING	EXISTING	N/A	N/A
EXISTING	C-1		65°	ANDREW	TMBXX-6517-A2M	235°	DO NOT DISTURB	DO NOT DISTURB	113'-0"	LTE 700	EXISTING	EXISTING	N/A	N/A
EXISTING	C-2		65°	ANDREW	SBNHH-1D65B	235°	DO NOT DISTURB	DO NOT DISTURB	113'-0"	LTE 700	EXISTING	EXISTING	N/A	N/A
EXISTING	C-3		65°	ANDREW	TMBXX-6517-A2M	235°	DO NOT DISTURB	DO NOT DISTURB	113'-0"	LTE 700	EXISTING	EXISTING	N/A	N/A

EQUIPMENT KEY - SECTOR					
LOCATION	VENDOR	EQUIPMENT	MODEL NO.	QTY.	STATUS
ANTENNA LEVEL	ANDREW	TMA	ETW200VS12UB	3	EXISTING
ANTENNA LEVEL	NOKIA	SYSTEM MODULE	FRIG	4	(3) EXISTING (1) PROPOSED
ANTENNA LEVEL	NOKIA	SYSTEM MODULE	FXFC	4	(3) EXISTING (1) PROPOSED

ANTENNA NOTES:

- ANTENNA CONTRACTOR SHALL INSURE THAT ALL ANTENNA MOUNTING PIPES ARE PLUMB.
- COAXIAL FEEDER & FIBER LENGTHS INDICATED ARE APPROXIMATE.
- ANTENNA COAXIAL FEEDERS & ANTENNA JUMPERS SHALL BE COLOR CODED PER T-MOBILE REQUIREMENTS. IN ADDITION TO THE COLOR CODE IN THE ANTENNA KEY THE FOLLOWING CHECKER STRIPE SHALL BE ADDED TO EACH ANTENNA COAXIAL FEEDER & ANTENNA JUMPER.
 LTE 700 - RED - BLACK CHECKER STRIPE
 LTE PCS - RED - GREEN CHECKER STRIPE
 LTE AWS - YELLOW - BLACK CHECKER STRIPE
 UMTS PCS - RED - WHITE CHECKER STRIPE
 UMTS AWS - GREEN - WHITE CHECKER STRIPE
 GSM PCS - BLACK - WHITE CHECKER STRIPE
- LMU COAXIAL FEEDERS & JUMPERS SHALL BE COLOR CODED BROWN 1 STRIPE & BROWN 2 STRIPE. IN ADDITION TO THE COLOR CODE THE FOLLOWING ANTENNA SECTOR COLOR STRIPE SHALL BE ADDED TO EACH ANTENNA SECTOR LMU COAXIAL FEEDER & JUMPER.
 ALPHA - RED STRIPE
 BETA - YELLOW STRIPE
 GAMMA - BLUE STRIPE
 DELTA - GREEN STRIPE
 EPSILON - WHITE STRIPE
 ZETA - PURPLE STRIPE
- UMTS AWS LINES 1 & 2 TO HAVE TMA, MOUNTED ON PIPE BEHIND ANTENNA POSITION #2.
- MULTI PORT ANTENNAS: TERMINATE UNUSED ANTENNA PORTS WITH CONNECTOR CAP & WEATHERPROOF THOROUGHLY. JUMPERS FROM TMA'S MUST TERMINATE TO OPPOSITE POLARIZATIONS IN EACH SECTOR.
- CONTRACTOR MUST FOLLOW ALL MANUFACTURERS' RECOMMENDATIONS REGARDING THE INSTALLATION OF COAXIAL CABLES, CONNECTORS, AND ANTENNAS.
- MINIMUM BEND RADIUS:
 LDF4-50A (1/2" HARD LINE) = 5"
 FSJ4-50B (1/2" SUPER FLEX) = 1-1/4"
 AVA5-50A (7/8" HARD LINE) = 10"
 AVA7-50A (1-5/8" HARD LINE) = 15"
 LDF7-50A (1-5/8" HARD LINE) = 20"
- CONTRACTOR SHALL RECORD THE SERIAL NUMBER, SECTOR AND POSITION OF EACH ACTUATOR INSTALLED AT THE ANTENNAS AND FURNISH THE INFORMATION TO T-MOBILE.
- WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE.
- ANTENNA CONTRACTOR SHALL PERFORM A "TAPE DROP" MEASUREMENT TO CONFIRM/VALIDATE ANTENNA CENTER LINE (ACL) HEIGHT, CONTRACTOR SHALL SUBMIT A COMPLETED HEIGHT VERIFICATION FORM TO THE CONSTRUCTION MANAGER

EQUIPMENT KEY - EQUIPMENT SHELTER					
LOCATION	VENDOR	EQUIPMENT	MODEL NO.	QTY.	STATUS
EQUIPMENT SHELTER	NOKIA	SYSTEM MODULE	ESMB	1	EXISTING
EQUIPMENT SHELTER	NOKIA	SYSTEM MODULE	FSME	1	EXISTING
EQUIPMENT SHELTER	NOKIA	SYSTEM MODULE	FSMF	4	EXISTING
EQUIPMENT SHELTER	NOKIA	SYSTEM MODULE	FRIA	3	EXISTING
EQUIPMENT SHELTER	NOKIA	RRU	FRLB	4	(3) EXISTING (1) PROPOSED



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151 MARIE AVENUE EAST
WEST SAINT PAUL, MN 55118

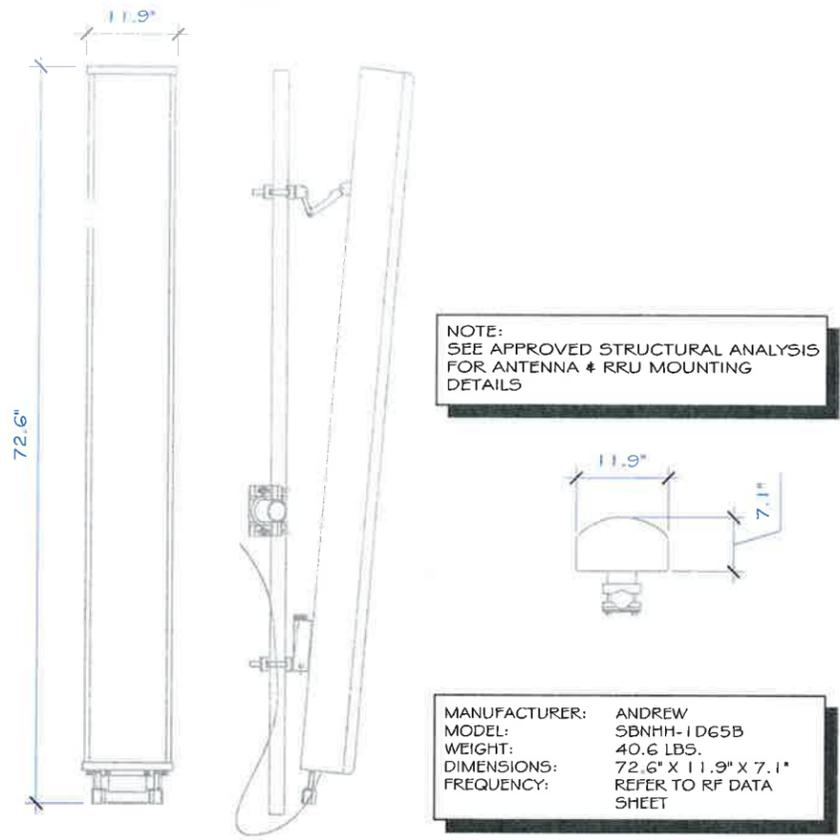
PROJECT NUMBER:
619992

NO.	DATE	BY	REV	APP
0	10 05 15	KB	ER	RZ
1	09 29 15	KB	ER	RZ
2	09 17 15	KB	ER	RZ
3		KB	ER	RZ
4		KB	ER	RZ
5		KB	ER	RZ
6		KB	ER	RZ
7		KB	ER	RZ
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9		KB	ER	RZ
10		KB	ER	RZ

EQUIPMENT DETAILS

SHEET NUMBER
A-2.0

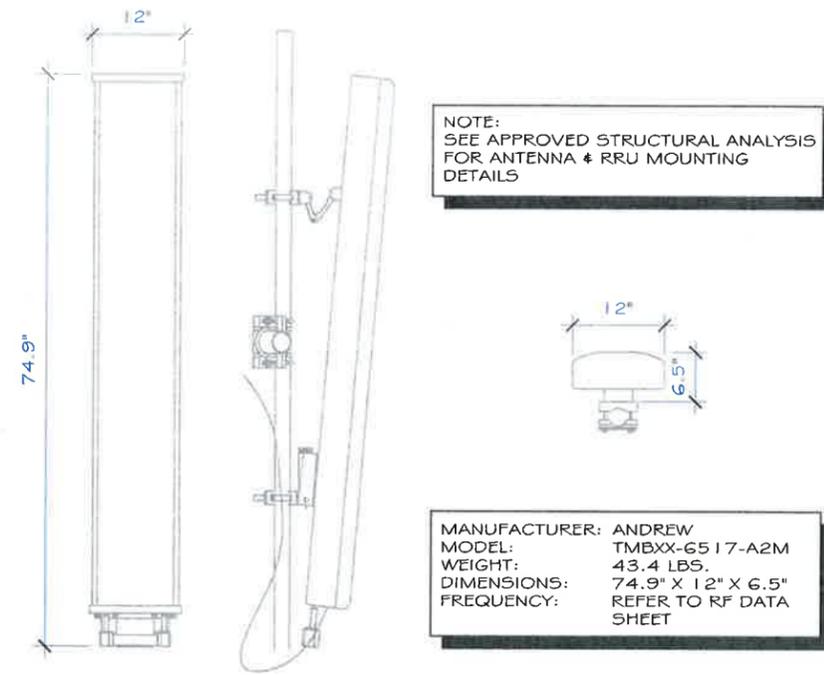
THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22"X34" SHEET SIZE AND ARE NOT REDUCED IN SIZE



NOTE:
SEE APPROVED STRUCTURAL ANALYSIS
FOR ANTENNA & RRU MOUNTING
DETAILS

MANUFACTURER: ANDREW
MODEL: SBNHH-1D65B
WEIGHT: 40.6 LBS.
DIMENSIONS: 72.6" X 11.9" X 7.1"
FREQUENCY: REFER TO RF DATA SHEET

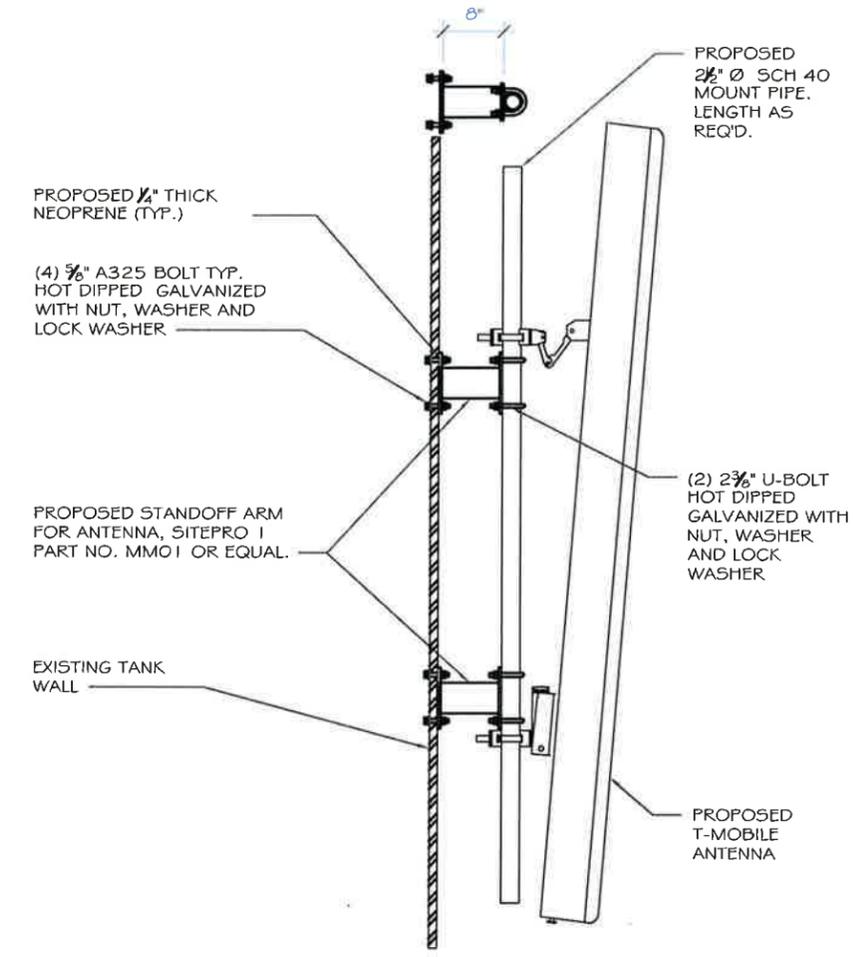
PROPOSED ANDREW SBNHH-1D65B ANTENNA DETAIL



NOTE:
SEE APPROVED STRUCTURAL ANALYSIS
FOR ANTENNA & RRU MOUNTING
DETAILS

MANUFACTURER: ANDREW
MODEL: TMBXX-6517-A2M
WEIGHT: 43.4 LBS.
DIMENSIONS: 74.9" X 12" X 6.5"
FREQUENCY: REFER TO RF DATA SHEET

PROPOSED ANDREW TMBXX-6517-A2M ANTENNA DETAIL



PROPOSED 1/4" THICK NEOPRENE (TYP.)

(4) 5/8" A325 BOLT TYP. HOT DIPPED GALVANIZED WITH NUT, WASHER AND LOCK WASHER

PROPOSED STANDOFF ARM FOR ANTENNA, SITEPRO 1 PART NO. MMO1 OR EQUAL.

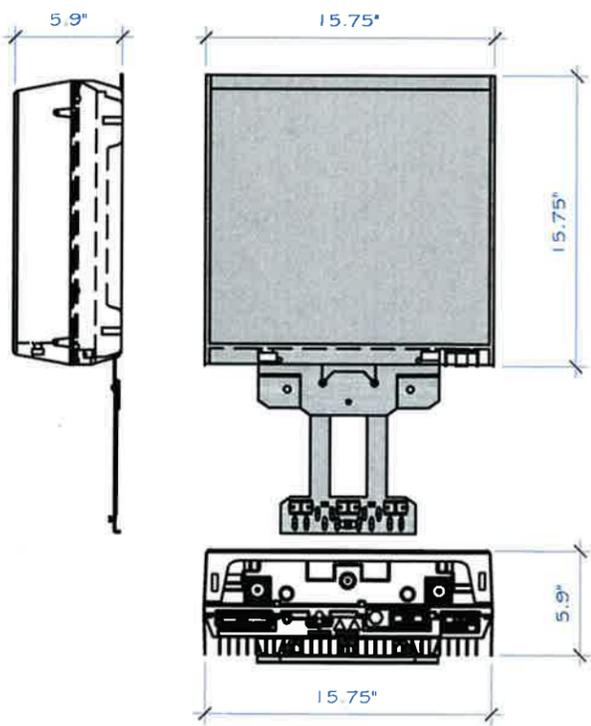
EXISTING TANK WALL

PROPOSED 2 1/2" Ø SCH 40 MOUNT PIPE. LENGTH AS REQ'D.

(2) 2 3/8" U-BOLT HOT DIPPED GALVANIZED WITH NUT, WASHER AND LOCK WASHER

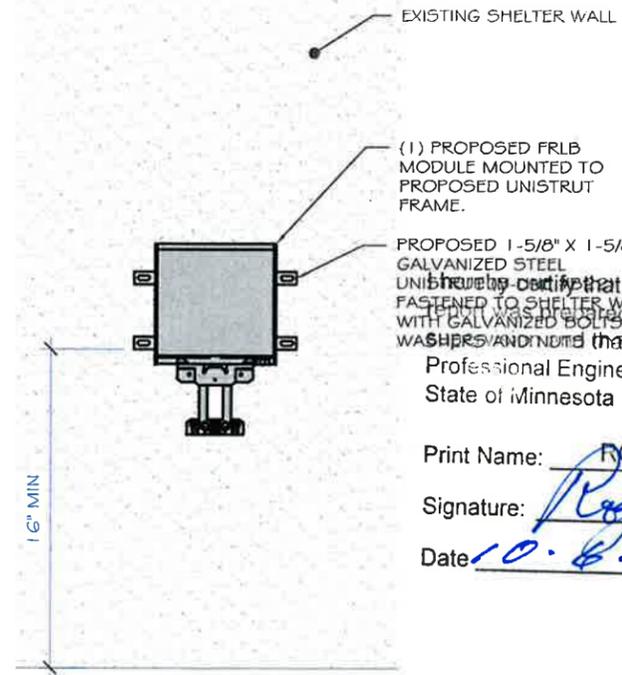
PROPOSED T-MOBILE ANTENNA

PROPOSED PIPE MOUNT DETAIL



CHARACTERISTIC	FRLB CAPABILITY
RF MODULE TYPE	RRH, 1 UNIT PER SECTOR (LIKE FRIG)
MIMO	2X2
IBW	16MHz UL/DL
LTE BW	10X10 IS MAX SUPPORTED CONFIG
POWER	2X30W
MAX CONSUMPTION	321W
SYSTEM MODULE COMPATABILITY	FSMF, FSME
SUPPORT	SOFTWARE SUPPORT
BAND 12 LTE FRLB/FSMF	RL40
BAND 4/BAND 12 CA	RL60 ON TOP
BAND 2/BAND 12 CA	RL70 (DUAL BAND IN RL60 ON TOP)
DIMENSION	VALUE
HEIGHT	15.75 INCHES
WIDTH	15.75 INCHES
DEPTH	5.9 INCHES
WEIGHT	59.52LBS

FRLB DETAIL



(1) PROPOSED FRLB MODULE MOUNTED TO PROPOSED UNISTRUT FRAME.

PROPOSED 1-5/8" X 1-5/8" GALVANIZED STEEL UNISTRUT FASTENED TO SHELTER WALL WITH GALVANIZED BOLTS, WASHERS AND NUTS.

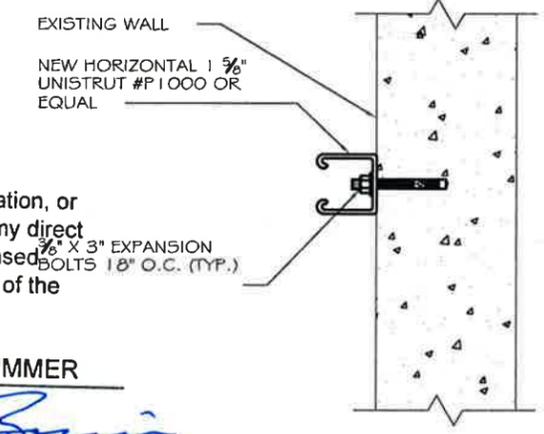
Professional Engineer under the laws of the State of Minnesota

Print Name: **ROGER ALLAN ZIMMER**

Signature: *Roger Allan Zimmer*

Date: 10.8.15 License # 51980

FRLB MOUNTING DETAIL



EXISTING WALL

NEW HORIZONTAL 1 5/8" UNISTRUT #P1000 OR EQUAL

3/8" X 3" EXPANSION BOLTS 18" O.C. (TYP.)

UNISTRUT MOUNTED TO WALL

T-Mobile
T-MOBILE
800 W. 78TH STREET
EDINA, MN 55439

LCC
TELECOM SERVICES
10700 W. HIGGINS SUITE 240
ROSEMONT, ILLINOIS 60018
PHONE: 847-608-6300
FAX: 847-608-1299

TRILEAF
PROPERTY DESIGN CONSULTANTS
1821 WALDEN OFFICE SQUARE, SUITE 510
SCHAUMBURG, IL 60173
PHONE: (630) 227-0202
FAX: (630) 227-1212

SITE NAME:
W. ST. PAUL

SITE ID:
A1Q0027A

SITE ADDRESS:
**151 MARIE AVENUE EAST
WEST SAINT PAUL, MN 55118**

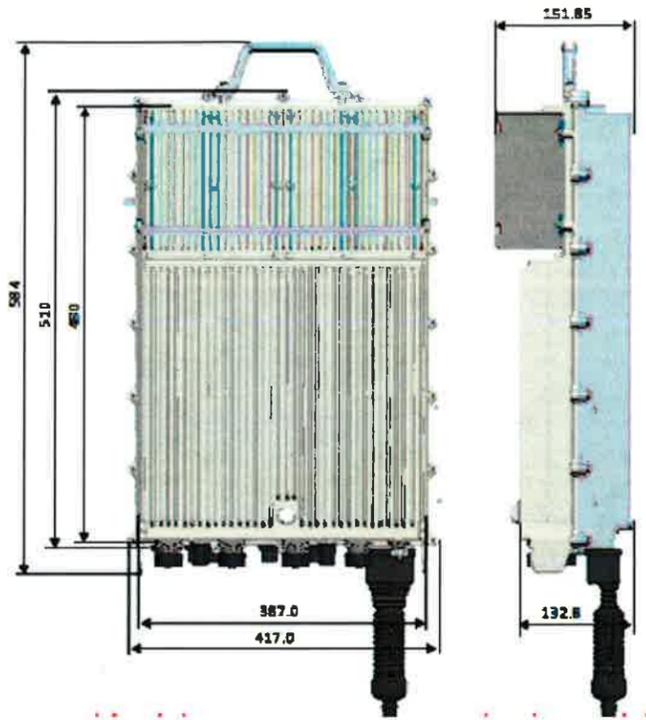
PROJECT NUMBER:
619992

NO	DATE	REVISIONS	BY	APP
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B	09 28 15	REV B CDS	KB	ER
A	09 17 15	REV A CDS	KB	ER

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11" X 17" OR 22" X 34" SHEET SIZE AND ARE NOT REDUCED IN SIZE

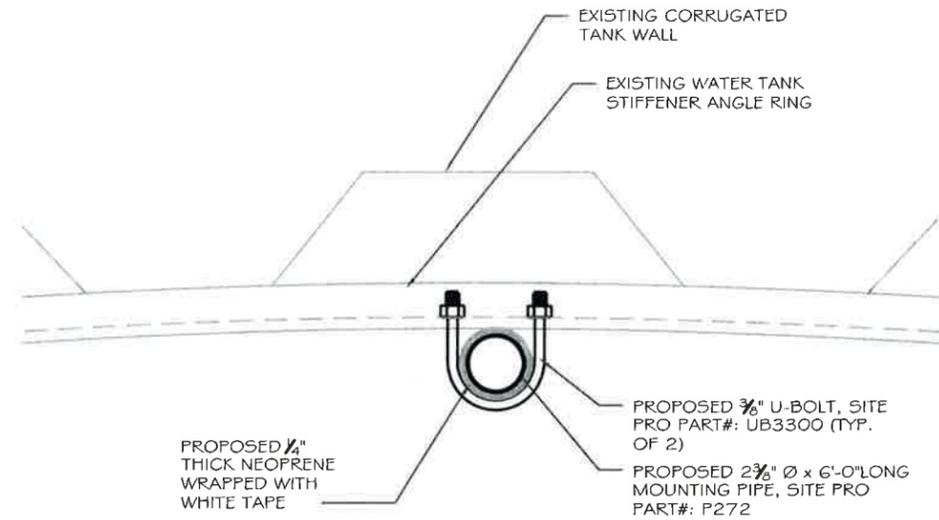
EQUIPMENT DETAILS

SHEET NUMBER
A-3.0



1 FRIG
A-3.1 SCALE: N.T.S.

SCALE
N.T.S.

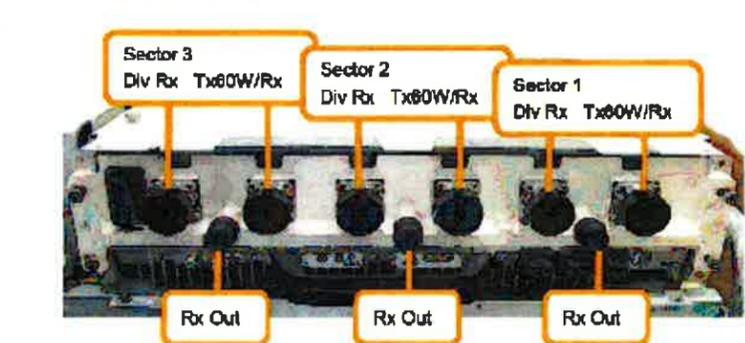
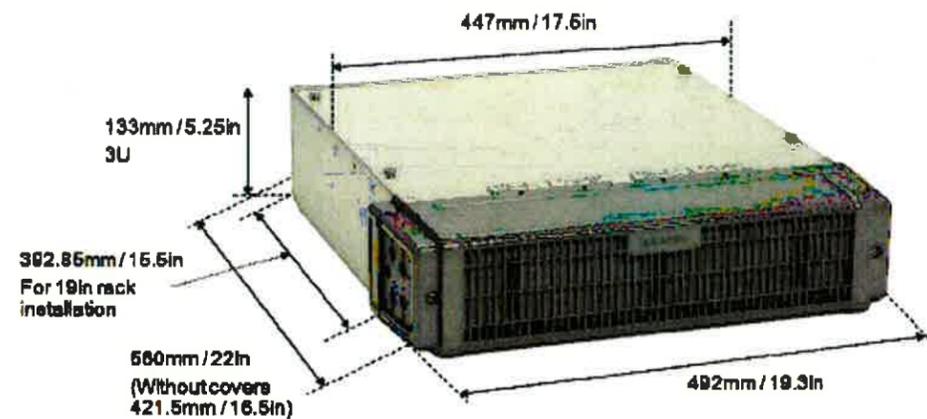


2 RRU PIPE MOUNT DETAIL
A-3.1 SCALE: N.T.S.

SCALE
N.T.S.

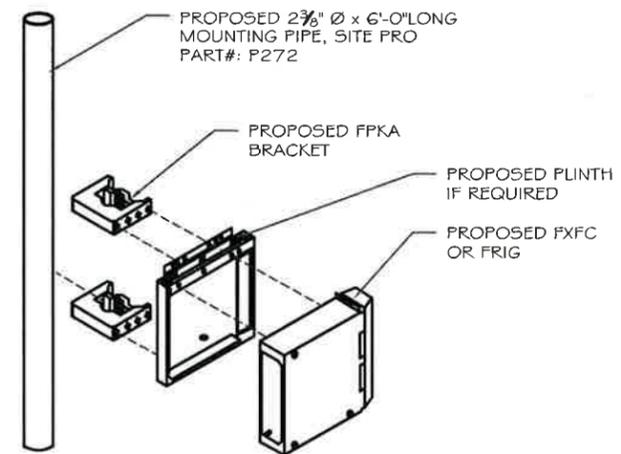
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: ROGER ALLAN ZIMMER
Signature: *Roger Allan Zimmer*
Date: 10.6.15 License # 51980



3 FXFC
A-3.1 SCALE: N.T.S.

SCALE
N.T.S.



4 FRIG/FXFC MOUNTING DETAIL
A-3.1 SCALE: N.T.S.

SCALE
N.T.S.

SITE NAME:
W. ST. PAUL

SITE ID:
A1Q0027A

SITE ADDRESS:
151 MARIE AVENUE EAST
WEST SAINT PAUL, MN 55118

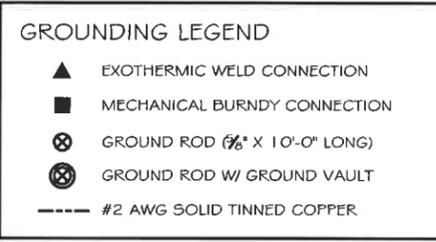
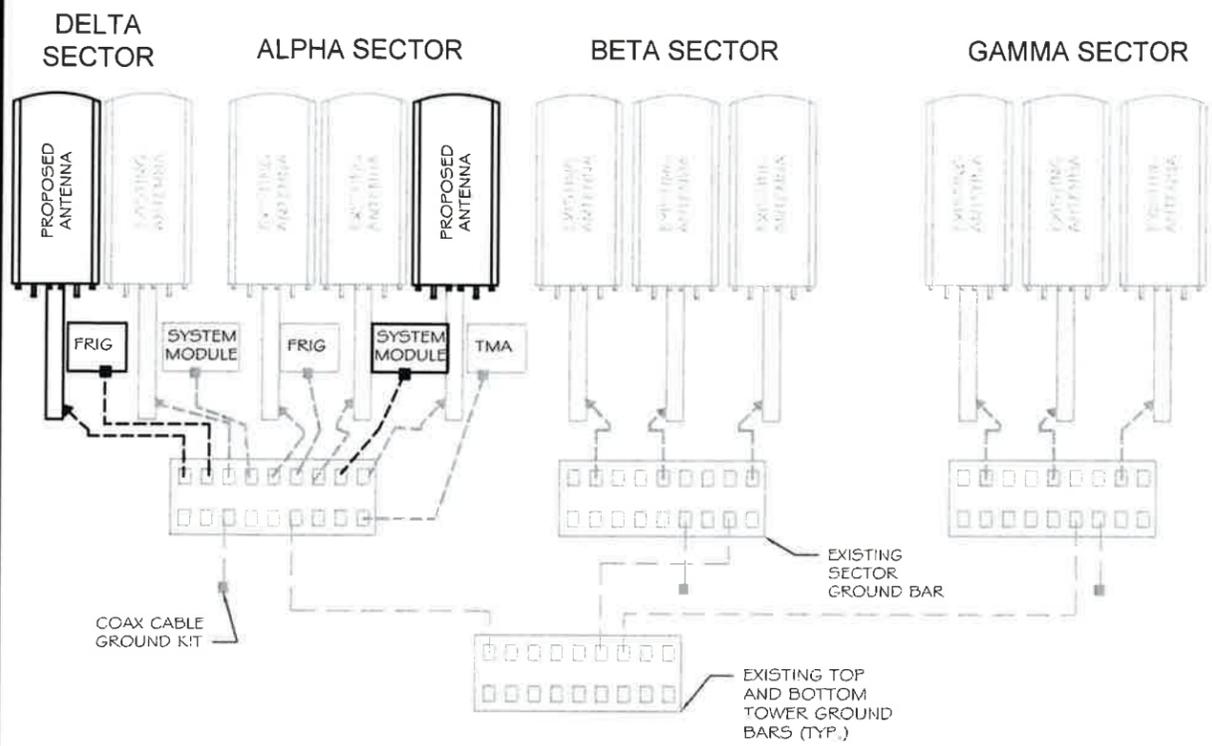
PROJECT NUMBER:
619992

NO	DATE	REVISIONS	BY	REV	APP
0	10 05 15	REV 0 CDS	KB	ER	RZ
B	09 29 15	REV B CDS	KB	ER	RZ
A	09 17 15	REV A CDS	KB	ER	RZ

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EQUIPMENT DETAILS
CONTINUED

SHEET NUMBER
A-3.1



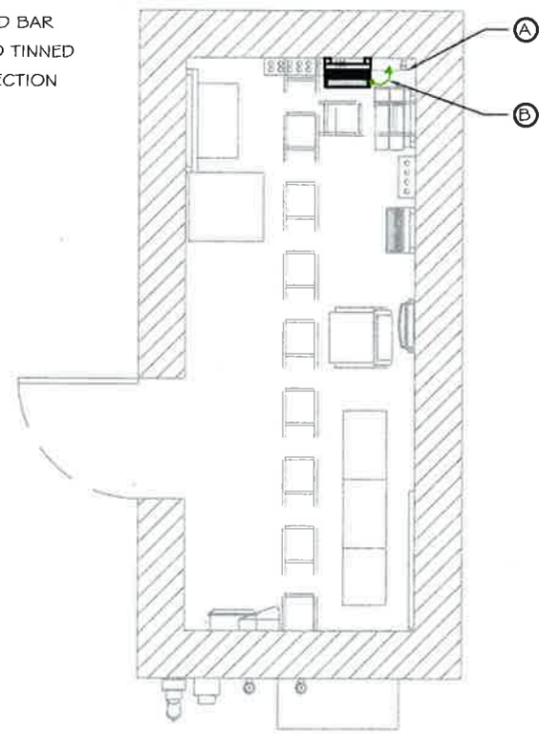
ANTENNA GROUNDING DIAGRAM

1
G-1.0

SCALE
N.T.S.

GROUNDING SCHEDULE

- A. EXISTING MASTER GROUND BAR
- B. PROPOSED #2 AWG SOLID TINNED WITH MECHANICAL CONNECTION

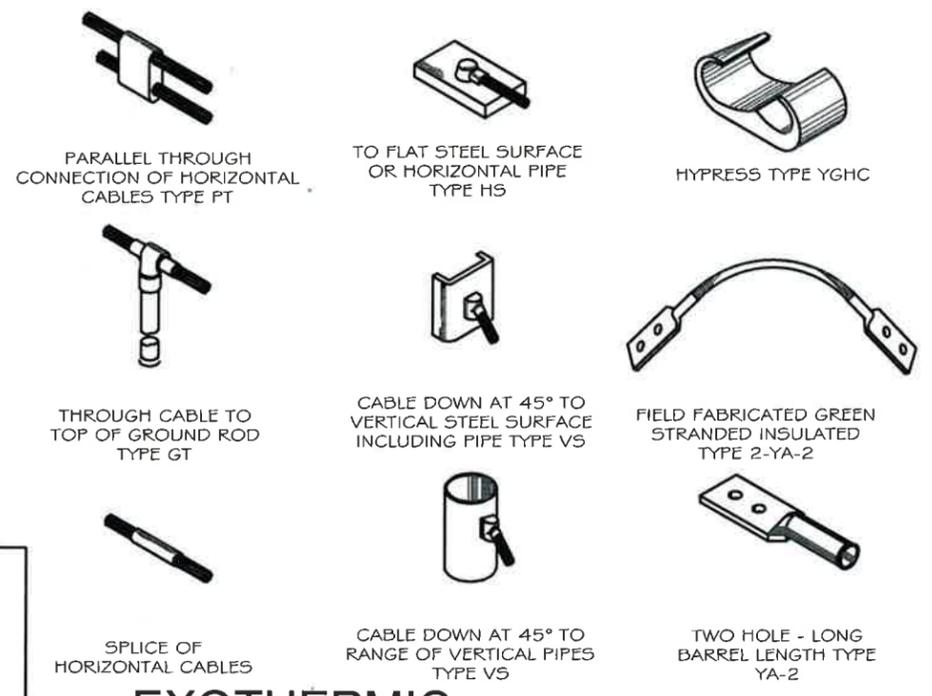


GROUNDING NOTES

1. THE DETAILS SHOWN ARE GENERAL IN NATURE. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
2. GROUNDING SYSTEM SHALL BE TESTED PER SPECIFICATIONS AND SHALL HAVE A RESISTANCE OF 5 OHMS OR LESS.
3. GROUNDING PLAN WAS PREPARED PRIOR TO THE COMPLETION OF THE GEO-TECHNICAL REPORT AND TOWER FOUNDATION DESIGN. THE LAYOUT AND RADIALS AND GROUNDING ROD ARE APPROX. IN NATURE AND MAY NEED TO BE ADJUSTED IN THE FIELD.
4. GROUND RODS SHOULD NOT EXTEND THROUGH THE TOWER FOUNDATION OR OTHER STRUCTURAL ELEMENTS WITHOUT WRITTEN APPROVAL FROM THE ARCHITECT OR ENGINEER.

EXOTHERMIC CONNECTION NOTES

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND NATIONAL ELECTRICAL CODE.
2. ALL GROUNDING SHALL CONFORM WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE. SEE GROUNDING NOTES.
3. ALL WIRES AND CABLES FOR POWER AND LIGHTING SHALL BE INSTALLED IN GALVANIZED RIGID STEEL CONDUIT OR FLEXIBLE LIQUID TIGHT CONDUIT AS INDICATED ON DRAWING.
4. GROUND COAXIAL CABLE SHIELDS AT BOTH ENDS WITH COAX CABLE GROUNDING KITS AND INSTALL WEATHER PROOFING KIT AT EACH CONNECTION.
5. GROUNDING CONDUCTORS ROUTE SHALL BE ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. EXCEPT WERE NOTED OTHERWISE.
6. NOTIFY ALL LOCAL UTILITY COMPANIES PRIOR TO ANY INSTALLATION.
7. ALL "CADWELDS" ABOVE FINISHED GRADE SHALL BE PAINTED WITH CO-GALVANIZED ZINC ENRICHED PAINT TO MATCH COLOR OBJECT BONDED TO.



EXOTHERMIC CONNECTION DETAILS

2
G-1.0

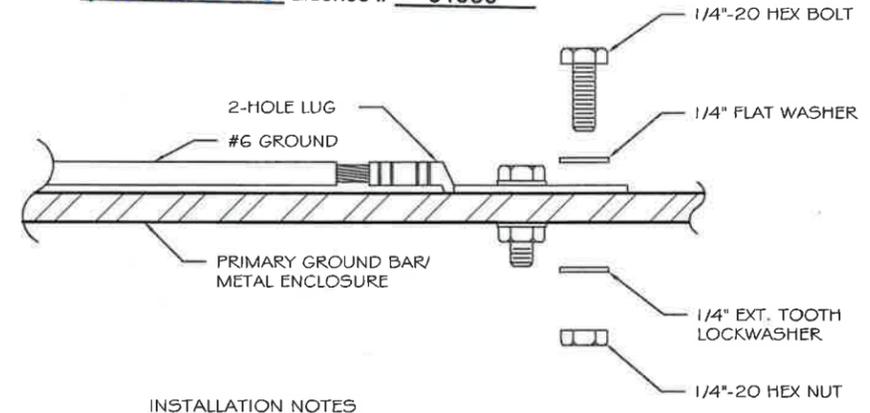
SCALE
N.T.S.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: ROGER ALLAN ZIMMER

Signature: *Roger Allan Zimmer*

Date 10.6.15 License # 51980



INSTALLATION NOTES

1. SELECT BOLT LENGTH TO PROVIDE A MINIMUM OF 2 EXPOSED THREADS
2. BURNISH MOUNTING SURFACE TO REMOVE PAINT IN THE AREA OF LUG CONTACT
3. APPLY ANTI-OXIDANT COMPOUND TO MATING SURFACE OF LUG AND WIPE CLEAN EXCESS COMPOUND
4. USE SOLID COPPER WIRE AND MECHANICAL 2-HOLE LUG FOR ALL EXTERIOR GROUNDING

3
G-1.0

SCALE
N.T.S.

PRIMARY GROUND BAR DETAIL



EQUIPMENT GROUNDING PLAN

SCALE
N.T.S.

SITE NAME:
W. ST. PAUL

SITE ID:
A1Q0027A

SITE ADDRESS:
151 MARIE AVENUE EAST
WEST SAINT PAUL, MN 55118

PROJECT NUMBER:
619992

NO.	DATE	BY	REV	APP
0	10-05-15	KB	ER	RZ
1	09-28-15	KB	ER	RZ
2	09-17-15	KB	ER	RZ

THESE DRAWINGS ARE FULL SIZE AND ARE SCALABLE ON 11"X 17" OR 22"X34" SHEET SIZE AND ARE NOT REDUCED IN SIZE

GROUNDING DIAGRAM & PLAN

SHEET NUMBER

G-1.0

Exhibit D

Memorandum of Sublease

(See attached)

MEMORANDUM OF SUBLEASE

A Site Sublease Agreement (the “Agreement”) by and between City of West St. Paul, a(n) Minnesota municipal liability company (“Landlord”) and T-Mobile Central LLC, a Delaware limited liability company (“Tenant”) was made regarding a portion of the following property (as more particularly described in the Agreement, the “Premises”):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Agreement, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.
2. The Agreement shall constitute a sublease, the term of which shall initially be for five (5) years and will commence on January 1, 2016.
3. Tenant shall have the right to extend the Agreement for five (5) additional and successive five-year terms.
4. This memorandum is not a complete summary of the Agreement. It is being executed and recorded solely to give public record notice of the existence of the Agreement with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Agreement provisions and in the event of conflict between this memorandum and the said unrecorded Agreement, the unrecorded Agreement shall control.
5. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

SIGNATURES ON NEXT PAGE

LANDLORD: City of W. St. Paul

LANDLORD: City of W. St. Paul

By: DO NOT EXECUTE

By: DO NOT EXECUTE

Printed Name: David Meisinger

Printed Name: Matt Fulton

Title: Mayor

Title: City Manager

Date: _____

Date: _____

TENANT: T-Mobile Central LLC

By: DO NOT EXECUTE

Printed Name: Hossein Sepehr

Title: Area Director, Network Engineering & Operations

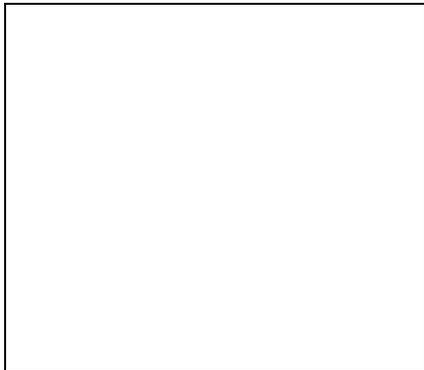
Date: _____

[Notary block for Landlord]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by
_____, Mayor of West St. Paul, a Minnesota municipal corporation,
on behalf of said _____ [name of entity].

Dated: _____



Notary Public
Print Name _____
My commission expires _____

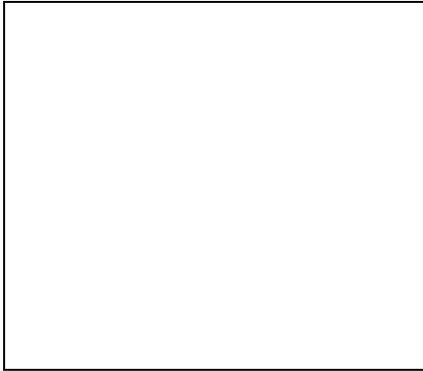
(Use this space for notary stamp/seal)

[Notary block for Landlord]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, City Manager of West St. Paul, a Minnesota municipal corporation, on behalf of said _____ [name of entity].

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

**Memorandum of Lease - Exhibit A
Legal Description**

The Property is legally described as follows:

Real property in Dakota County, Minnesota, legally described as follows:

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ commencing 500 feet East and 270 feet North of the SW corner North 100 feet West 100 feet South 100 feet East 100 feet to the point of beginning, Section 20, Township 28, Range 22

PID: 42-02000-62-060

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: August 22, 2016
SUBJECT: Special Permit, Excessive Number of Animals (Chickens)
203 Stanley Street East / 204 Arion Street East



City of West St. Paul

BACKGROUND INFORMATION:

Back on November 25, 2015 the applicant, Jason and Lisa Thomas, submitted an application for a Special Permit in order to keep four hen chickens on their property, located at 203 Stanley Street East / 204 Arion Street East. Unfortunately the police department did not process this request in a timely manner and only recently discovered this oversight. I have contacted and apologized to the applicant, who stated they understood and that there is no real harm or loss.

Since the applicant applied for the permit in 2015, the requirements the applicant must meet are based on the 2015 City Code. Those requirements, along with the inspection comments, are listed in the attached report. In sum, the applicant has and continues to meet those specific requirements.

The Council should note there was no need for the City to provide notice to area residents as the applicant has provided the signatures of neighbors within 75 feet of the applicant's property. However, due to the police department's oversight, a copy of this memo was provided to each person listed on the petition that was provided by the applicant.

The 2015 fee for a Special Permit was \$200. Since Special Permits are annual permits and the Special Permit fee is paid in January of each year. The police department is recommending the applicant pay four months (September thru December, 2016) for this permit. The permit, if issued tonight, will expire on December 31, 2016.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Special Permit Fee	101	30000	32199	\$67
Total:				\$67

STAFF RECOMMENDATION:

The applicant has met all the requirements of City Code and a property inspection by the police department has not revealed any issues or concerns that would prohibit a Special Permit from being issued. After hearing the comments of those wishing to be heard, the Council may approve of this permit. I would request in the Council's motion to modify the fee to the recommended \$67 for the remaining permit period of 2016.

Special Permit for Hen Chickens



203 Stanley Street East/204 Arion Street East

Applicants/Owners: Jason and Lisa Thomas

Special Permit for Hen Chickens

BACKGROUND:

Applicants are requesting a special permit to maintain four hen chickens on their property. Permits to keep certain animals are covered in City Code 905.15.

The owners of 203 Stanley Street East also own 204 Arion Street East. 203 Stanley Street East has three structures including a single family home, a detached garage and a shed. The property at 204 Arion Street East is vacant other than the chicken coop and is primarily used for a chicken yard and gardening. The property at 204 Arion Street East is fenced in and appears to be well maintained.

In order to assure compliance with City Code, on December 12, 2015 Community Service Officer Roy Bester inspected the property and the chicken coop, taking several photos to document the area where the hens are kept. The following information is noted:

- Both properties appear to be well maintained
- The hens were making no noise
- The area was free of offensive odor
- The coop was suitable for the four hens
- The coop was not visible from any public property
- The property was fenced in

APPLICABLE CITY CODE (WITH INSPECTOR COMMENTS IN RED):

905.15. Permit to Keep Certain Animals.

Construction. Every stable or other building where any animal is kept will be constructed of material and in a manner that allow it to be kept clean and sanitary at all times.

The chicken coop was constructed of treated plywood and solid pine boards. The coop was built in such a fashion the applicant has easy access to clean the coop. The applicant disposes of the coop debris by spreading it in his garden.

Subd. 3. Small Animal Shelters.

Proximity to Certain Uses. A chicken coop, dove cote, dog kennel facility (which is a facility designed to contain more than 3 dogs), rabbit warren, or other yard or establishment where small animals or fowls are kept, must not be maintained closer than 100 feet from any apartment, hotel, restaurant, boarding house, retail food store, building used for school, religious or hospital purposes, or residence other than occupied by the owner or occupant of the premises where the creatures are kept.

The nearest building, including the applicant's home, is well beyond the 100 foot requirement from the chicken coop.

Keeping at Residence. A person must not keep more than 2 rabbits, guinea pigs, ducks, chickens, pigeons or geese, more than 4 months old on any residential premises less than 5 acres within the city, except by special written permit issued by the Council after an inspection of the premises and a finding of fact to the effect that no nuisance will be created by their existence. The applicant must provide the city with the names and addresses of all persons residing within 75 feet of applicant's property; together with payment of a fee set by City Council Resolution. If the applicant provides the city with a signed acknowledgement of surrounding residents stating that they have been informed of the Council hearing date for such permit and that they have no objection, then notice does not need to be given by the city clerk and no fee needs to be paid by the applicant.

The applicant has provided the attached petition for his neighbor signatures. The neighbors residing within the 75 feet requirement who did not sign the petition were provided with a hearing notice. The Licensing Clerk advises the applicant has paid the appropriate fees.

Subd. 4. Cleaning Animal Shelters. All structures, pens, coops or yards where animals or fowls are kept or permitted to be, must be maintained in a clean and sanitary condition, devoid of all rodents and vermin, and free from objectionable odors. The interior walls, ceiling, floors, partitions, appurtenances of all the structures must be whitewashed or painted annually or as often as the city directs. The city, upon the complaint of any individual, will inspect any structure or premises and issue any order as may be necessary to carry out the provisions of this section.

During the licensure period the community service officers will periodically inspect the chicken coop and adjoining property.



Photo of the chicken coop



Photo of the backyard of 203/204 Stanley Street East



Photo of the applicant's chickens

RECOMMENDATION:

The applicant has met all of the necessary requirements outlined in the City Code for a Special Permit. If the Council concurs, the police department does not find any issues preventing the issuance of a Special Permit to keep four hen chickens at 204 Arion Street East.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Jim Hartshorn, Comm. Dev. Dir.
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: August 22, 2016
SUBJECT: Property Line Adjustment for 283 E. Haskell St.



City of West St. Paul

BACKGROUND INFORMATION:

The property owners of 283 E. Haskell are requesting a property line adjustment between their property and their neighbor's property at 285 E Haskell (see attached survey drawing). The property owner of 285 E. Haskell has agreed to sell a portion of their rear yard to the owners of 283 Haskell in order to re-align the existing property line with an existing retaining wall and shed that the previous owners of 283 E. Haskell built. Both the shed and the wall cross over the existing property line into the rear yard of 285 Haskell. The owners of 283 Haskell are in the process of selling their home and the deal with the new owner's is contingent on the proposed lot line adjustment.

Since both properties were previously platted, the Subdivision Ordinance allows a property line adjustment through an administrative review process if the two resulting lots are in compliance with the subdivision standards, which they are. In order to record the property line adjustment, the County requests a resolution from the City approving the property line adjustment.

FISCAL IMPACT:

<i>Plat App Fee</i>		Amount
<i>Fund:</i>	101	
<i>Department:</i>	30000	
<i>Account:</i>	34955	\$277

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the attached resolution therefore approving the property line adjustment.

ATTACHMENTS:

Resolution
Survey Drawing

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

RESOLUTION NO. 16-

**A RESOLUTION APPROVING A PROPERTY LINE
ADJUSTMENT FOR 283 E. HASKELL ST.**

WHEREAS, a property survey (per attached exhibit) has been submitted to the City for the two properties legally described as:

LOT 1 (283 E. Haskell): Lot 18, Block 2, MCCLUNG AND MCMURRAN'S ADDITION TO ST. PAUL

LOT 2 (285 E. Haskell): Lot 17, Block 2, MCCLUNG AND MCMURRAN'S ADDITION TO ST. PAUL

WHEREAS, the City of West St. Paul Subdivision Code allows for an administrative review of proposed property line adjustments for platted, conforming lots; and

WHEREAS, the City has conducted an administrative review of the property line adjustment per the attached exhibit; and

WHEREAS, the proposed property line adjustment is in accordance with the Subdivision requirements; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF WEST ST. PAUL that the proposed property line adjustment at 283 E. Haskell St. per the attached exhibit is hereby approved.

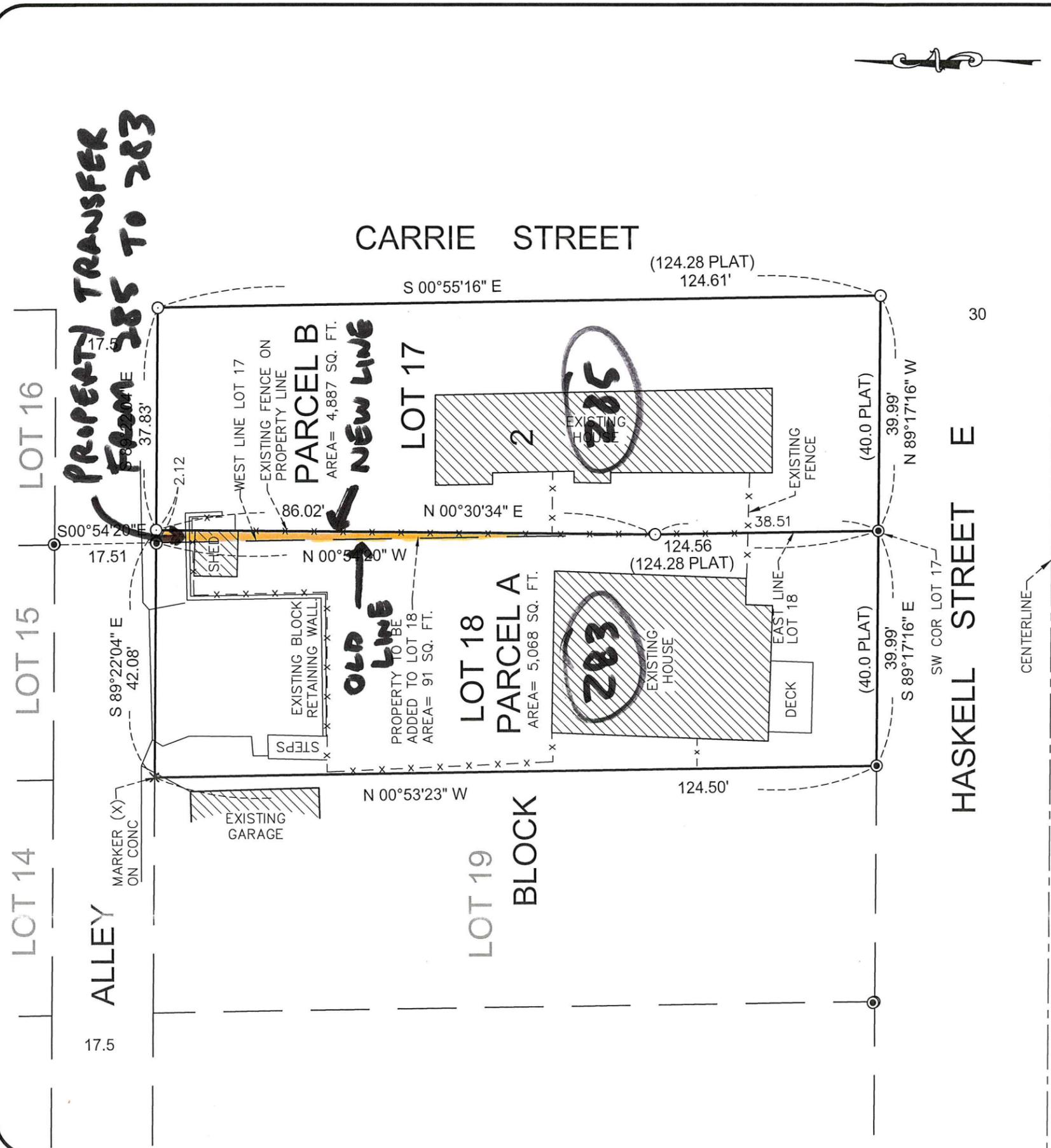
Passed this 22nd day of August, 2016.

Ayes: Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk



PROPERTY DESCRIPTION PARCEL A
Lot 18, Block 2, and that part of Lot 17, Block 2, MCCLUNG AND MCMURRAN'S ADDITION TO ST. PAUL, Dakota County, Minnesota, lying westerly of the following described line:

Commencing at the southwest corner of said Lot 17; thence North 0 degrees 54 minutes 20 seconds West (assumed bearing) along the west line of said Lot 17, a distance of 38.51 feet to the point of beginning of the line to be described; thence North 0 degrees 30 minutes 34 seconds East 86.02 feet to the north line of said Lot 17 and said line there terminating.

PROPERTY DESCRIPTION PARCEL B
Lot 17, Block 2, MCCLUNG AND MCMURRAN'S ADDITION TO ST. PAUL, Dakota County, Minnesota, EXCEPT that part lying westerly of the following described line:

Commencing at the southwest corner of said Lot 17; thence North 0 degrees 54 minutes 20 seconds West (assumed bearing) along the west line of said Lot 17, a distance of 38.51 feet to the point of beginning of the line to be described; thence North 0 degrees 30 minutes 34 seconds East 86.02 feet to the north line of said Lot 17 and said line there terminating.

- DENOTES A PLACED 1" BY 18" IRON PIPE HAVING A PLASTIC CAP BEARING LAND SURVEYOR LICENSE NO. 48634.
- ⊙ DENOTES FOUND IRON MONUMENT.
- ⊕ DENOTES FOUND COUNTY MONUMENT.



CERTIFICATE OF SURVEY FOR:
DAN WECKER

JOHNSON & SCOFIELD INC.
SURVEYING AND ENGINEERING
1112 HWY 55 SUITE 201, HASTINGS, MN 55033
(651)438-0000

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Mitchell A. Scofield

Mitchell A. Scofield
Minnesota License No. 48634
Date: August 12, 2016

Revised: August 15, 2016

BK. NA	PG. NA	W.O.#	DRAWING NUMBER
		16-583	S-6337
SHEET 1 OF 1 SHEETS			

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Jim Hartshorn, Comm. Dev. Dir.
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: August 22, 2016
SUBJECT: Property Line Adjustment for 1994 Robert St.



City of West St. Paul

BACKGROUND INFORMATION:

The property owners of 1980 Robert (Petco/Pearl Vision property) and 1994 Robert St. (former Burnett Building) are requesting a property line adjustment between the two lots. The property line adjustment is needed to expand the 1994 Robert parcel for a proposed redevelopment project (highlighted area in the attached survey drawing). The area of property is currently utilized as a shared access drive however the existing drive is in the process of being relocated to the south of 1994 Robert as part of the Robert St. project.

Since both properties are under the same ownership and both properties were previously platted, the Subdivision Ordinance allows a property line adjustment through an administrative review process if the two resulting lots are in compliance with the subdivision standards, which they are. However, in order to record the property line adjustment at the County, a resolution from the City approving the property line adjustment is required.

In order to proceed with the redevelopment of 1994 Robert, the property owner will be required to obtain Site Plan approval from Council prior to starting the project.

FISCAL IMPACT:

<i>Plat App Fee</i>		Amount
Fund:	101	
Department:	30000	
Account:	34955	\$277

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the attached resolution therefore approving the property line adjustment.

ATTACHMENTS:

Resolution
Survey Drawing

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

RESOLUTION NO. 16-

**A RESOLUTION APPROVING A PROPERTY LINE
ADJUSTMENT FOR 1994 ROBERT ST.**

WHEREAS, a property survey (per attached exhibit) has been submitted to the City for the two properties legally described as:

LOT 1 (1980 Robert): Lot 1, Block 1, Southview Park

LOT 2 (1994 Robert): The Northerly 90.00 feet of Lot 2, Block 1, Southview Park

WHEREAS, the City of West St. Paul Subdivision Code allows for an administrative review of proposed property line adjustments for platted, conforming lots; and

WHEREAS, the City has conducted an administrative review of the property line adjustment per the attached exhibit; and

WHEREAS, the proposed property line adjustment is in accordance with the Subdivision requirements; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF WEST ST. PAUL that the proposed property line adjustment at 1994 Robert St. per the attached exhibit is hereby approved.

Passed this 22nd day of August, 2016.

Ayes:

Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

**1994 Robert Street
Redevelopment**

West Saint Paul, MN

**PINEHURST
PROPERTIES,
INC.**

245 THE PINEHURST BLDG
1999 Francis Avenue S.
Minneapolis, MN 55410

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files created by the Consultant for this project are the property of the Consultant and are not to be used for any other project without written approval by the Consultant. The Consultant's approval is required for any use of the CADD files for any other project. The Consultant's approval is required for any use of the CADD files for any other project. The Consultant's approval is required for any use of the CADD files for any other project.

SUBMITTAL/REVISIONS

7/28/16 DRAWING ISSUED

PROFESSIONAL SIGNATURE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Paul J. McGinley
Paul J. McGinley - PLS

License No. 16099
Date 7/28/16

QUALITY CONTROL

Loucks Project No. 09-069F
Project Lead PJM
Drawn By SFM
Checked By PJM
Field Crew N/A

VICINITY MAP

**Minor
Subdivision
& Existing
Conditions**

1 of 2

SURVEY LEGEND

- CATCH BASIN
- STORM MANHOLE
- SANITARY MANHOLE
- WATER MANHOLE
- ◇ HYDRANT
- ⊗ GATE VALVE
- ⊗ LIGHT POLE
- ▽ SIGN
- ▽ SPOT ELEVATION
- ▣ CABLE TV PEDESTAL
- ▣ ELECTRIC TRANSFORMER
- ▣ TELEPHONE PEDESTAL
- ELECTRIC METER
- GAS METER
- ▣ HAND HOLE
- GUARDPOST
- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- SANITARY SEWER SERVICE
- WATER SERVICE
- CULVERT
- UNDERGROUND CABLE TV
- UNDERGROUND ELECTRIC
- UNDERGROUND GAS
- UNDERGROUND TELEPHONE
- CHAIN LINK FENCE
- RETAINING WALL
- CONCRETE CURB
- CONCRETE
- CONTOUR
- CONIFEROUS TREE
- DECIDUOUS TREE
- AS ASH
- FR MISC FRUIT
- MA MAPLE
- OA OAK
- SP SPRUCE
- TR TREE (GEN)
- TC TOP OF CURB
- TW TOP OF WALL
- THSD ELEV ○ THRESHOLD

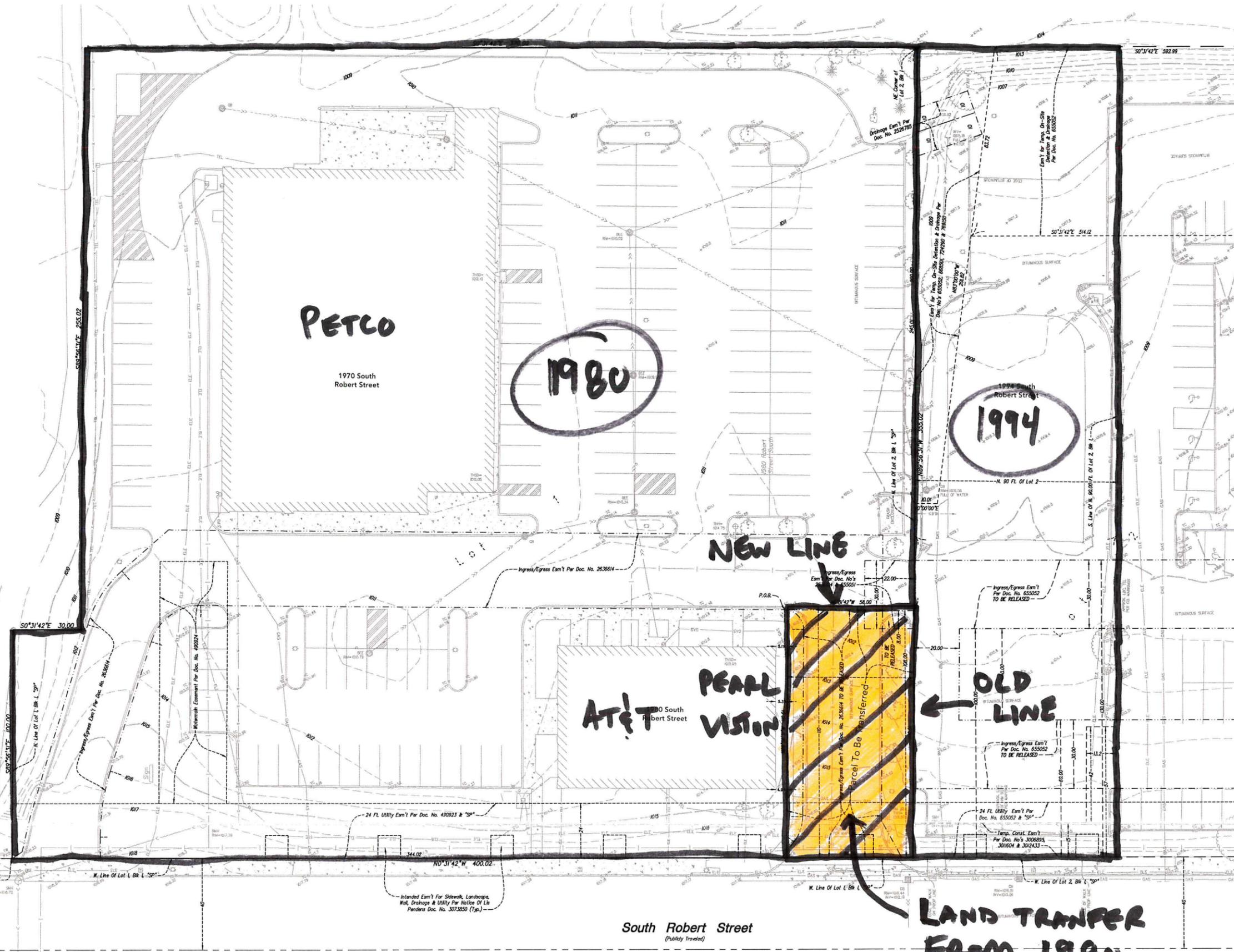
AREAS:

- Existing 1970-1980 S. Robert St. = 134,358 ± SF or 3.08 ± Ac.
- Existing 1994 S. Robert St. = 31,952 ± SF or 0.73 ± Ac.
- Transfer Parcel = 6,160 ± SF or 0.14 ± Ac.
- 1970-1980 S. Robert St. After Transfer = 128,198 ± SF or 2.94 ± Ac.
- 1994 S. Robert St. After Transfer = 38,112 ± SF or 0.87 ± Ac.



NOTES:

1. "SP" denotes plat of SOUTHVIEW PARK.
2. Surface features and utilities shown are per the ALTA Land Title Survey by Loucks dated 5/15/15. Locations and elevations were updated currently on the parcel being transferred and surrounding it.
3. For existing ingress and egress easements to be released and new ingress and egress easements to be granted to landowners, see that Easement Exhibit by Loucks dated 6/3/16.



1970-1980 South Robert Street

Existing Legal Description

Lot 1, Block 1, SOUTHVIEW PARK, according to the recorded plat thereof, Dakota County, Minnesota.

1994 South Robert Street

Existing Legal Description

The Northerly 90.00 feet of Lot 2, Block 1, SOUTHVIEW PARK, according to the recorded plat thereof, Dakota County, Minnesota.

Proposed Parcel to be Transferred from 1980 Robert to 1994 Robert

Legal Description (July 27, 2016)

The South 56.00 feet of the West 110.00 feet of Lot 1, Block 1, SOUTHVIEW PARK, according to the recorded plat thereof, Dakota County, Minnesota.

1970-1980 South Robert Street

Balance After Transfer (July 27, 2016)

Lot 1, Block 1, SOUTHVIEW PARK, according to the recorded plat thereof, Dakota County, Minnesota, except the South 56.00 feet of the West 110.00 feet thereof.

1994 South Robert Street

Parcel After Transfer & Combination (July 27, 2016)

The Northerly 90.00 feet of Lot 2, Block 1, SOUTHVIEW PARK, according to the recorded plat thereof, Dakota County, Minnesota.

TOGETHER WITH

The South 56.00 feet of the West 110.00 feet of Lot 1, Block 1, said SOUTHVIEW PARK.

**LAND TRANSFER
FROM 1980
TO 1994**

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Jim Hartshorn, Comm. Dev. Dir.
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: August 22, 2016
SUBJECT: Conditional Use Permit – 1963 Robert St.



City of West St. Paul

BACKGROUND INFORMATION:

MedExpress Urgent Care is requesting a Conditional Use Permit to allow a Medical Clinic at 1963 Robert St. The proposed use will occupy the southern half of the recently constructed building (Aspen Dental occupies the northern half).

Per the attached narrative, the proposed urgent care clinic will provide walk-in patient services that treat illnesses and injuries along with wellness and prevention services. MedExpress treats common illness, such as cold, flu, rashes, and minor surgical procedures with no overnight stays. The proposed use will be open seven days a week from 8 am to 8 pm. There will typically be 6-8 employees daily.

The approved site plan for the site includes a total of 37 parking stalls. In addition, a Variance was approved for four additional stalls (providing a total of 41 stalls for parking requirements). The existing Dental Clinic (3600 sq. ft.) requires a total of 18 parking stalls and the proposed Clinic (4,560 sq. ft.) requires a total of 23 parking stalls which equals the 41 approved stalls. In addition to the parking stalls provided on-site, parking is allowed on Crusader Ave.

Please see the attached Planning Commission report for additional information related to the request.

Planning Commission

The Planning Commission met in regular session on August 16, 2016 and held a public hearing. The Commission voted 5-0 to recommend APPROVAL of the Conditional Use Permit subject to the listed conditions below. No one from the public wished to speak on the item.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		N/A

STAFF RECOMMENDATION:

Staff recommends that the City Council hold the public hearing and approve the Conditional Use Permit subject to the following conditions:

1. The applicant shall apply for applicable building and sign permits for the tenant finish.

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

RESOLUTION NO. 16-

**A RESOLUTION APPROVING A CONDITIONAL
USE PERMIT TO ALLOW A MEDICAL CLINIC
IN A B3 DISTRICT AT 1963 ROBERT ST.
MEDEXPRESS URGENT CARE**

WHEREAS, a Conditional Use Permit application has been submitted to the City for properties legally described as:

LOT 1, BLOCK 1, MORTS ADDITION

WHEREAS, a public hearing concerning the Conditional Use Permit was held before the West St. Paul Planning Commission on August 16, 2016; and

WHEREAS, the West St. Paul Planning Commission has recommended that the City Council of West St. Paul approve the Conditional Use Permit.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF WEST ST. PAUL that the Conditional Use Permit for 1963 Robert St. requested by MedExpress Urgent Care is hereby approved subject to the following conditions:

1. The applicant shall apply for applicable building and sign permits for the tenant finish.

Passed by the City Council of the City of West St. Paul this 22nd day of August, 2016.

Ayes: Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

TO: Planning Commission
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: August 16, 2016
SUBJECT: Case #16-08, CUP to allow a Medical Clinic at 1963 Robert



REQUEST

MedExpress Urgent Care is requesting a Conditional Use Permit to allow a Medical Clinic at 1963 Robert St. The proposed use will occupy the southern half of the recently constructed building (Aspen Dental occupies the northern half).

Attachments:
Application Package
Notice



EXISTING LAND USES

The subject property consists of a two-tenant commercial building. All adjacent properties consist of commercial uses.

ZONING

The subject property and all adjacent properties are zoned B-3, General Business.

ANALYSIS

Zoning Ordinance

Section 153.141(i) of the Zoning Ordinance requires a Conditional Use Permit to allow a Medical Office in a B3 District (all uses in the B1 are also allowed in the B3):

153.141 CONDITIONAL USES.

Within the B-1 Limited Business District, no structure or land shall be used for the following uses, except by conditional use permit:

(l) Dental or medical office or clinic

Proposal

The applicant is proposing to occupy the remaining 4,590 sq. ft. of the recently constructed 8,190 sq. ft. building. Per the attached narrative, the proposed urgent care clinic will provide walk-in patient services that treat illnesses and injuries along with wellness and prevention services. MedExpress treats common illness, such as cold, flu, rashes, and minor surgical procedures with no overnight stays. The proposed use will be open seven days a week from 8 am to 8 pm. There will typically be 6-8 employees daily.

Parking

The approved site plan for the site includes a total of 37 parking stalls. In addition, a Variance was approved for four additional stalls (providing a total of 41 stalls for parking requirements). The existing Dental Clinic (3600 sq. ft.) requires a total of 18 parking stalls and the proposed Clinic (4,560 sq. ft.) requires a total of 23 parking stalls which equals the 41 approved stalls. In addition to the parking stalls provided on-site, parking is allowed on Crusader Ave.

According to the applicant, their clinics average around 30 patients a day (open 12 hours) which equates to 3 patients an hour. In addition, they average around 6-8 employees per 12 hour shift. As a result, Staff is not concerned about parking.

Review

Staff believes that the proposed use is a good complementary use to the existing tenant, Aspen Dental, and does not foresee any issues or conflict with adjacent uses.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the CONDITIONAL USE PERMIT to allow a MEDICAL CLINIC in a B3 District at 1963 Robert St. subject to the following conditions:

1. The applicant shall apply for applicable building and sign permits for the tenant finish.



CITY OF WEST ST. PAUL

1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118-3972

MUNICIPAL CENTER 651-552-4100
PARKS/RECREATION 651-552-4150
FAX 651-552-4190

POLICE 651-552-4200
FIRE 651-552-4176
TDD 651-552-4222

CONDITIONAL USE PERMIT APPLICATION

Filing Fee: \$275.00

(OFFICE USE ONLY)

Escrow Amount: \$400.00 (residential)
\$800.00 (commercial)

CASE NO. 16-08
DATE RECEIVED 7/22/16
RECEIPT # _____
60 DAY DATE 9/20/16

TOTAL FEES \$1,075

1. STREET ADDRESS OF PARCEL 1963 Roberts Street South
2. NAME OF APPLICANT MedExpress Urgert Care Phone # 304-282-6096
3. ADDRESS OF APPLICANT 370 Southpointe Blvd, Suite 100 Email edietz@medexpress.com
Canonsburg, PA 15317
4. NAME OF OWNER Division 25, LLC Phone # 952-897-7760
5. ADDRESS OF OWNER 4350 Baker Road, Suite 400 Email CSimmons@WelshCo.com
Minnetonka, MN 55343
6. LEGAL/PID # 424919500012
7. PRESENT ZONING B-3 – General Business
8. PROPOSED USE OF PARCEL Medical Office – walk-in doctor's office
9. ZONING SECTION AUTHORIZING CUP 153.141.(i)
10. WHAT WILL BE THE EFFECT OF THE PROPOSED USE ON THE HEALTH, SAFETY, & WELFARE OF THE OCCUPANTS IN THE SURROUNDING PARCELS? See Attached Sheet
11. WHAT WILL BE THE EFFECT ON EXISTING AND ANTICIPATED TRAFFIC CONDITIONS, INCLUDING PARKING FACILITIES ON ADJACENT STREETS? See Attached Sheet
12. WHAT WILL BE THE EFFECT OF THE PROPOSED USE ON THE COMPREHENSIVE PLAN? See Attached Sheet

**PROMOTING AND PRESERVING A COMMUNITY OF EXCELLENCE
BY THE ETHICAL, RESPONSIVE, EFFICIENT AND INNOVATIVE PROVISION OF SERVICES
EOE/AE**

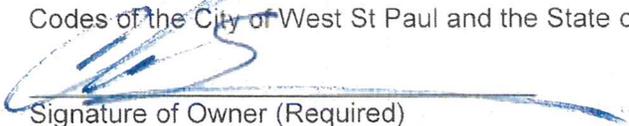
EXHIBITS REQUIRED

- A. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 paper copies, of a map or plat showing the property on which the Conditional Use Permit is requested, and all parcel within 150 feet of the boundaries of the subject parcel.

- B. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 paper copies in sets and folded plans, showing application information as follows:
 - a. Proposed and existing topography and drainage.
 - b. A complete plan prepared and signed by a registered Civil Engineer, Architect, and/or Landscape Architect showing:
 - i. The parking layout, access provisions, structure locations, landscaping, drainage, trees and shrubbery including types and locations, and sizes.
 - ii. Any fences, walls, or other screening, including height and type of material.
 - iii. All lighting provisions, including type, location, and lumens affecting the surrounding parcels and streets.
 - iv. Curb type and location on site.
 - v. Proposed plans for sidewalk to service, parking, recreation and service areas within the site.

ACKNOWLEDGE AND SIGNATURE

The undersigned hereby represents upon all penalties of law, for the purpose of inducing the City of West St Paul to take action herein requested, that all statements herein are true and that all work herein mentioned will be done in accordance with the Ordinances and all Codes of the City of West St Paul and the State of Minnesota.


Signature of Owner (Required)

952-897-7760
Phone Number


Signature of Applicant (If different)

304-282-6096
Phone Number

NOTE: All Materials relevant to this Application must be filed on or before the dates listed on Operating Procedures for Applicants page. The Planning Commission holds its regular meeting at 7:00pm on the third Tuesday of each month.

LAPSE OF CONDITIONAL USE PERMIT:

An approved Conditional Use Permit shall lapse and become null and void six months following the date on which the Conditional Use Permit was approved, unless prior to the expiration of six months a building permit is issued by the Building Official and construction is commenced and diligently pursued toward completion on the subject site, or a Certificate of Occupancy is issued by the Building Official. A Conditional Use Permit may be renewed once for a period of one year by the City Council.

FEES

1. The fees to be paid by each applicant for each zoning request shall be as prescribed by the City Council. Fees shall be payable at the time applications are filed with the Zoning Administrator and are not refundable unless the application is withdrawn prior to being sent for legal publication and notice. There shall be no fee in the case of applications filed in the public interest by the City Council or by the Planning Commission. Fees shall include application fee, filing fees, consultant, legal, planning, and engineering fees.
2. Applicants shall deposit with the City, together with the application filing fees, the sums required by Council resolution toward prepayment of the Consultants and Attorney's expenses and all costs to be billed and charged to the City. The prepayment amounts shall be a credit toward all reasonable fees and expenses charged by the Consultants to the City in the investigation report and recommendation to the City Council concerning the application. All reasonable expenses and fees in excess of the deposit, shall be paid by the applicant to the City within 30 days of final action on the matter by the City. If not paid within 30 days, the account shall be deemed delinquent. If the fees and expenses incurred by the City from the Consultants are less than the amount of deposit, such excess shall be returned to the applicant upon final action by the City in said manner.

City of West St. Paul
1616 Humboldt Avenue
West St. Paul, MN 55118-3972
651-552-4100

Conditional Use Permit Application

Street Address: 1963 Roberts Street South

10.) MedExpress will not have any impact on the surrounding parcels. MedExpress is a commercial business use being developed in the commercial business corridor. The parcels were previously developed for commercial use. MedExpress will be a benefit to the surround community as a doctor's office that treats illnesses and injuries along with wellness services.

11.) MedExpress will have limited impact on the parking facilities and traffic. Per the Institute of Transportation Engineers' Trip Generation 9th Edition with the use of 720 Medical-Dental Office Building, MedExpress will generate 11 trips in the AM Peak Hour and 19 trips in the PM Peak Hour.

12.) MedExpress will not have any impact on the Comprehensive Plan. Medical Office is an approved Conditional Use within the B-3 – General Business zoning district.



Administrative Offices
370 Southpointe Blvd., Suite 100
Canonsburg, PA 15317

724 597 6201 - phone
724 743 1132 - fax

medexpress.com

July 22, 2016

City of West St. Paul
1616 Humboldt Avenue
West St. Paul, MN 55118
651 552-4100

Re: MedExpress West St. Paul
1963 Roberts Street South
West St. Paul, MN 55118

To Whom It May Concern,

MedExpress Urgent Care is a walk-in doctor's office that treats illnesses and injuries along with wellness and prevention services. MedExpress treats common illness, such as cold, flu, rashes, sprains, and minor surgical procedures. Enclosed with the letter is the Our Services brochure which states the services provided by MedExpress Urgent Care. All MedExpress patients are on a walk-in basis with no appointment necessary. No patients are admitted for a extend period of time and there are no overnight stays. MedExpress Urgent Care is open (7) seven days a week from the 8:00 am to 8:00 pm. MedExpress Urgent Care employs health care practitioners who engage in the general practice of medicine. There are typically 8 employees daily that work a 12 hour shift. Construction of the MedExpress Urgent Care tenant space is anticipated to start in September of 2016 with an opening in December of 2016. If you have any questions or require additional information my contact information is below.

Sincerely,

A handwritten signature in blue ink that reads 'Eric Dietz'.

Eric Dietz
MedExpress
370 Southpointe Blvd., Suite 100
Canonsburg, PA 15317
edietz@medexpress.com
304 282-6096

WE TREAT ILLNESSES AND INJURIES FOR ALL AGES

- Colds, flu and other viral illness
- Bronchitis, pneumonia and asthma
- Ear, throat and sinus infections
- Rashes, poison ivy and allergic reactions
- Nausea, vomiting, diarrhea and dehydration
- Fractures, sprains, strains and dislocations
- Minor surgical procedures and stitches
- Cuts, scrapes and splinters

WELLNESS, PREVENTION AND OTHER MEDICAL SERVICES

- Immunizations
- Flu shots
- School, sport and camp physicals
- Screenings
- X-rays, IVs and labs

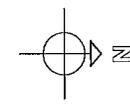
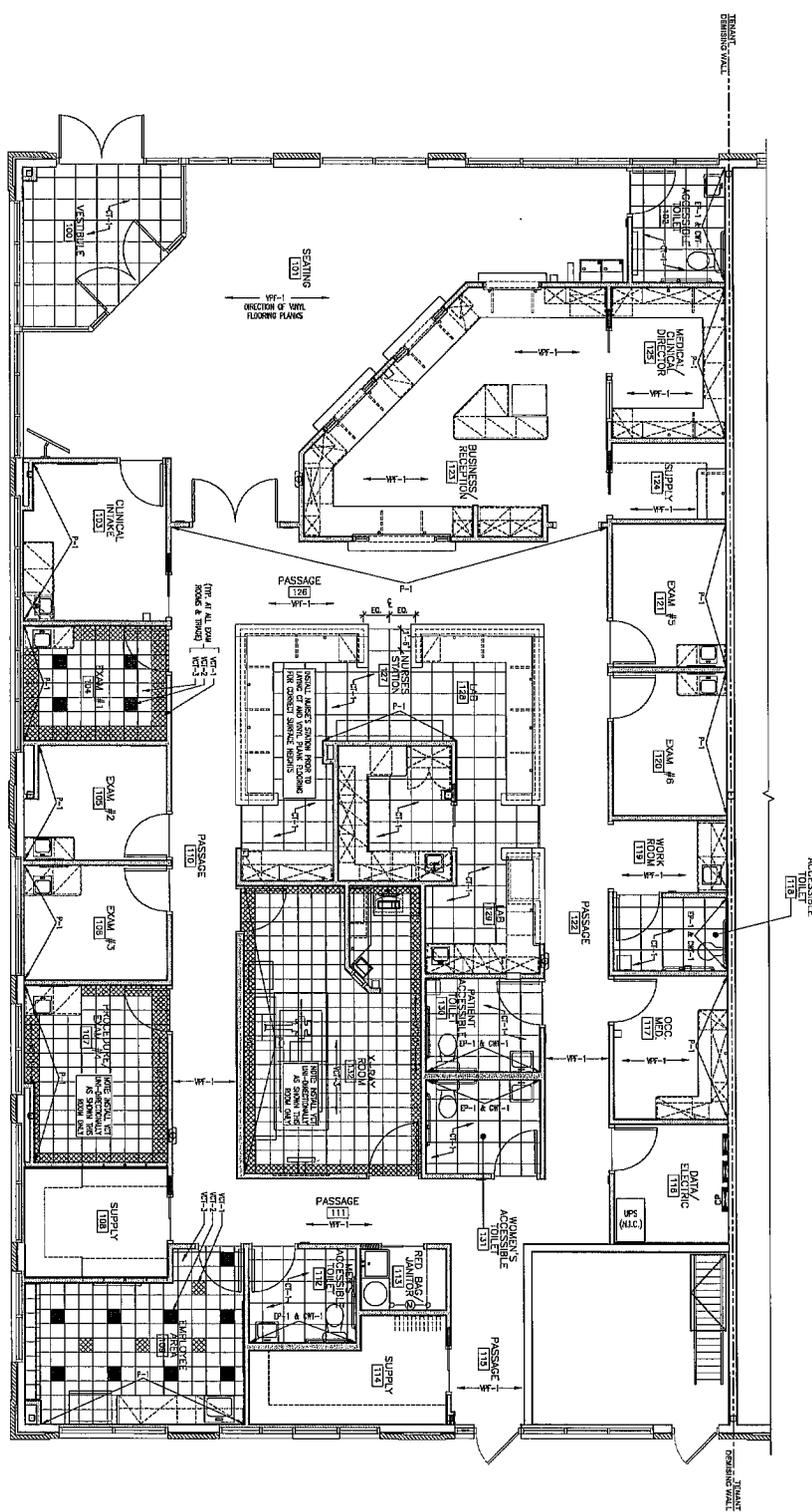
OCCUPATIONAL HEALTH SERVICES

- Employer services
- Urgent care
- Injury care

CONVENIENT

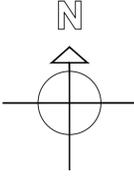
- Open every day
- Most insurance accepted but not required
- Full on-site medical team
- Just walk in





ALL DIMENSIONS AND EXISTING CONDITIONS SHALL BE CHECKED AND VERIFIED BY THE CONTRACTOR IN THE FIELD

SHEET NO. A-5	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.		FLOOR & WALL FINISH PLAN  <small>22 3rd St. Suite 207 St. Paul, MN 55102 Phone: 612.291.1212 Fax: 612.291.0991 TAMARA PA. WELLS, PA.</small> DATE: _____ JOB NO. 16082 JULY 14, 2016 VVA	TENANT BUILD-OUT CRUSADER AVENUE & SOUTH ROBERT STREET WEST ST. PAUL, MN 55181 FOR MEDEXPRESS 1751 EARL CORE ROAD MORGANTOWN, WEST VIRGINIA 26505	SHEET NO. A-5
	SIGNATURE: _____ TYPED OR PRINTED NAME: RICHARD W. LARSON DATE: _____ LICENSE NUMBER: 52758	NO. REVISIONS DATE			



ALL DIMENSIONS AND EXISTING CONDITIONS SHALL BE CHECKED AND VERIFIED BY THE CONTRACTOR IN THE FIELD

FLOOR & WALL FINISH PLAN

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: RICHARD W. LARSON
 TYPED OR PRINTED NAME: RICHARD W. LARSON
 LICENSE NUMBER: 52758
 DATE: _____

NO.	REVISIONS	DATE

SHEET NO.

A-5

R. W. LARSON ARCHITECT ARCHITECTURAL & LANDSCAPE ARCHITECTURE

123 39th St. Building 3
 phone 412.904.1533
 fax 412.586.8984
 Pittsburgh, PA • Warren, PA

JOB NO. 16082
 DATE JULY 14, 2016
 BY VWA

TENANT BUILD-OUT

CRUSADER AVENUE & SOUTH ROBERT STREET
 WEST ST. PAUL, MN 55181

FOR MEDEXPRESS
 1751 EARL CORE ROAD
 MORCANTOWN, WEST VIRGINIA 26505

SHEET NO.

A-5

FINISH SCHEDULE									
NUMBER	AREA NAME	FLOOR	BASE	WALLS	WALL FINISH	CEILING	CEILING FINISH	CEILING HEIGHT	REMARKS
100	VESTIBULE	CT-1	WB-1	DW	P-3	ATC-1	-	10'-0"	7.16
101	SEATING	VPF-1	WB-1	DW	P-1	ATC-1	-	10'-0"	6.15
102	ACCESSIBLE TOILET	CT-1	CTB-1	DW	EP-1,2/CWT-1	ATC-1	-	8'-0"	2,7,9,11,12
103	CLINICAL INTAKE	VCT-1,2,3	RB-1	DW	P-1/P-2	ATC-1	-	8'-0"	2,9,10
104	EXAM #1	VCT-1,2,3	RB-1	DW	P-1/P-2	ATC-1	-	8'-0"	2,7,9
105	EXAM #2	VCT-1,2,3	RB-1	DW	P-1/P-2	ATC-1	-	8'-0"	2,9,10
106	EXAM #3	VCT-1,2,3	RB-1	DW	P-1/P-2	ATC-1	-	8'-0"	2,7,9,14
107	PROCEDURE EXAM #4	VCT-1,3	RB-1	DW	P-1/P-2	ATC-1	-	8'-0"	2,9,10
108	SUPPLY	VCT-3	RB-1	DW	P-2	ATC-1	-	9'-0"	2
109	EMPLOYEE AREA	VCT-1,2,3	RB-1	DW	P-1/P-2	ATC-1	-	9'-4"	2,3,7,9,13
110	PASSAGE	VPF-1	WB-1	DW	P-2	ATC-1	-	8'-0"	6,15
111	PASSAGE	VPF-1	WB-1	DW	P-2	ATC-1	-	8'-0"	15
112	MEN'S ACCESSIBLE TOILET	CT-1	CTB-1	DW	EP-1,2/CWT-1	ATC-1	-	8'-0"	2,7,9,11,12
113	RED BAG/JANITOR	VCT-3	RB-1	DW	P-2	ATC-1	-	9'-0"	1,2,4,5
114	SUPPLY	VCT-3	RB-1	DW	P-2	-	-	-	2
115	PASSAGE	VPF-1	WB-1	DW	P-2	ATC-1	-	8'-0"	15
116	DATA/ELECTRIC	VCT-3	RB-1	DW	P-2	ATC-1	-	8'-0"	8
117	OCC. MED.	VPF-1	WB-1	DW	P-1/P-2	DW	P-7	8'-0"	2,9,15
118	ACCESSIBLE TOILET	CT-1	CTB-1	DW	EP-1,2/CWT-1	DW	P-7	8'-0"	2,7,9,11,12,17
119	WORK ROOM	VPF-1	WB-1	DW	P-2	ATC-1	-	8'-0"	2,6,15
120	EXAM #6	VCT-1,2,3	RB-1	DW	P-1/P-2	ATC-1	-	8'-0"	2,9,10
121	EXAM #5	VCT-1,2,3	RB-1	DW	P-1/P-2	ATC-1	-	8'-0"	2,9,10
122	EXAM #7	VCT-1,2,3	RB-1	DW	P-1/P-2	ATC-1	-	8'-0"	2,9,10
123	BUSINESS/RECEPTION	VPF-1	WB-1	DW	P-2	ATC-1	-	8'-0"	2,6,15
124	SUPPLY	VPF-1	WB-1	DW	P-2	ATC-1	-	9'-0"	2,15
125	MEDICAL/CLINICAL DIRECTOR	VPF-1	WB-1	DW	P-1/P-2	ATC-1	-	9'-4"	2,9,15
126	PASSAGE	VPF-1	WB-1	DW	P-1/P-2	ATC-1	-	10'-0"	6,9,15
127	NURSES STATION	CT-1	WB-1	DW	P-2	ATC-1	-	10'-0"	2,6,7,9,15
128	LAB	CT-1	WB-1	DW	P-2	ATC-1	-	8'-0"	2,7,15
129	LAB	CT-1	WB-1	DW	P-2	ATC-1	-	8'-0"	2,6,7,15
130	PATIENT ACCESSIBLE TOILET	CT-1	CTB-1	DW	EP-1,2/CWT-1	ATC-1	-	8'-0"	2,7,9,11,12,17
131	WOMEN'S ACCESSIBLE TOILET	CT-1	CTB-1	DW	EP-1,2/CWT-1	ATC-1	-	8'-0"	2,7,9,11,12
132	X-RAY ROOM	VCT-1,3	RB-1	DW	P-1/P-2	ATC-1	-	9'-0"	2,7,9,14

FINISH COLOR AND MATERIAL SCHEDULE	
PAINT	
P-1/EP-1	BENJAMIN MOORE, CLASSIC COLORS, # 1495 OCTOBER MIST
P-2/EP-2	BENJAMIN MOORE, CLASSIC COLORS, # 1493 MORNING DEW
P-3	BENJAMIN MOORE, #2163-30 PENNY
P-4	BENJAMIN MOORE, SUPER WHITE
P-5	CUSTOM PAINT & PRIMER FROM DSI (800-745-1778) COLOR: DOVER BLACK
P-6	SHERWIN WILLIAMS SW6126 NAVAHO WHITE
P-7	SHERWIN WILLIAMS SW7007 CEILING BRIGHT WHITE
STAIN	
S-2	RED TUSCANY - SEE NOTE #1
S-3	STAIN TO MATCH BAMBOO
FLOORING	
VCT-1	ARMSTRONG IMPERIAL TEXTURE STANDARD EXCELON, VINYL COMPOSITION TILE, TEA GREEN #51872, 12" X 12", 1/8" GAUGE, (BORDER)
VCT-2	ARMSTRONG IMPERIAL TEXTURE STANDARD EXCELON, VINYL COMPOSITION TILE, CAYENNE RED #51943, 12" X 12", 1/8" GAUGE, (ACCENT TILE)
VCT-3	ARMSTRONG IMPERIAL TEXTURE STANDARD EXCELON, VINYL COMPOSITION TILE, FORTRESS WHITE #51839, 12" X 12", 1/8" GAUGE, (OVERALL)
CT-1	AMERICAN OLEAN SHADOW BAY COLOR: BEACH SAND SH5118181P6, 18" X 18" SIZE CUSTOM BUILDING PRODUCTS GROUT #156 FAWN.
VPF-1	LUXURY VINYL TILE PLANK FLOORING; CLASSIC PLANK BAMBOO BY TANDUS-CENTIVA, PRODUCT CODE X2869, PROVIDE SCHLUTER MODEL #AEU100 OR #AE100 OR EQUAL TRANSITION STRIP FROM CT-1 TO VPF-1.
CEILING	
ATC-1	24"x24"x5/8" DUNE No. 1774 AS MANUFACTURED BY ARMSTRONG WORLD INDUSTRIES, INC.
WALL TILE	
CWT-1	AMERICAN OLEAN BRIGHT GLAZED WALL TILE, GLOSS ALMOND 0012, 6" X 6" SIZE W/ 2" X 6" BULLNOSE AT TOP - TO 4'-0" A.F.F. CUSTOM BUILDING PRODUCTS GROUT #10 ANTIQUE WHITE
BASE	
CTB-1	AMERICAN OLEAN, 6"x6" CERAMIC TILE THIN LIP COVE BASE, GLOSS ALMOND 0012
RB-1	4" JOHNSONITE WALL BASE, COLOR: 73 - PALM LEAF
WB-1	9/16" X 3 1/4" STANDARD COLONIAL PROFILE PRIMED FIBERBOARD AS AVAILABLE FROM HOME DEPOT SKU #549391 - PAINT SHERWIN WILLIAMS - COLOR: SUPER WHITE, SEMI GLOSS ENAMEL
TRIM	
WC-1	WOOD CASING 1 1/2" x 2 1/2" WIDE PRE-PRIMED WOOD, STANDARD COLONIAL PROFILE AS AVAILABLE FROM HOME DEPOT SKU #711707 - PAINT SHERWIN WILLIAMS - COLOR: SEE SCHEDULE, SEMI GLOSS ENAMEL

CONTACT LOCAL ARMSTRONG DISTRIBUTOR FOR CEILING AND FLOORING PRICING AND REQUEST MEDEXPRESS CSA PRICING.

CASEWORK	
PL-1	WILSONART LAMINATE, "GREEN TIGRIS" 4667-60. TYPICAL AS OVERALL LAMINATE COLOR FOR VERTICAL AND HORIZONTAL SURFACES.
PL-2	NEVAMAR, ARMORED PROTECTION "RED HOT ALLUSION TEXTURED" ALR003T. ACCENT COLOR REVEAL, BASE, ETC ON CABINETRY. REFER TO ELEVATIONS FOR PLACEMENT.
PL-3	WILSONART LAMINATE, "GRAPHITE NEBULA" 4623-60. TYPICAL AT WINDOW SILLS.
SS-1	LG HI-MACS VOLCANICS, STELLER VR21 SOLID SURFACE- TRANSACTION TOPS SEE DETAILS ON SHEETS A-8 & A-9
NOTES:	
1. MEDICINE UNIT SHALL BE FABRICATED FROM DISTRESSED PINE. WOOD TO BE FINISHED TO APPEAR OLD/DISTRESSED WITH KNICKS/IMPERFECTIONS ON ALL SURFACES. COLOR: RED TUSCANY. THREE STEP PROCESS OVERALL, TUSCAN RED PAINT/STAIN COLOR, SHADING PAINT, APPLY WAX AFTER PAINT/STAIN HAS DRIED. BUFF FOR FINAL STAIN FINISH (NO SHINE).	
2. ALL PAINT MATERIALS SHALL BE AS MANUFACTURED BY SHERWIN-WILLIAMS CO., CLEVELAND, OHIO, UNLESS OTHERWISE NOTED. NO SUBSTITUTIONS PERMITTED. SEE SPECIFICATIONS.	
3. PAINT COLORS LISTED ON THIS SCHEDULE INDICATE OTHER MANUFACTURERS. CONTRACTORS SHALL COLOR MATCH THESE MANUFACTURERS TO SHERWIN-WILLIAMS.	
4. FLOOR FINISHES SHALL EXTEND UNDER CASEWORK, SHELVEING, LAVATORIES, ETC. AS REQUIRED WHERE THEY DO NOT EXTEND TO THE FLOOR.	
5. WAX VCT FLOORS - GLOSS FINISH	

INTERIOR FINISH FLAME SPREAD AND SMOKE DEVELOPED REQUIREMENTS	
PER THE ICC CODE, IN ACCORDANCE WITH TABLE 803.9 "INTERIOR WALL AND CEILING FINISH REQUIREMENTS BY OCCUPANCY, THE FOLLOWING REQUIREMENTS SHALL BE MET FOR ALL FURNISHED AND INSTALLED FINISHED MATERIALS, FOR USE GROUP B, NOT SPRINKLERED:	
EXIT ENCLOSURES & EXIT PASSAGEWAYS	CLASS "A" FLAME SPREAD 0-25, SMOKE-DEVELOPED 0-450 (MINIMUM)
CORRIDORS	CLASS "B" FLAME SPREAD 26-75, SMOKE-DEVELOPED 0-450 (MINIMUM)
ROOMS & ENCLOSED SPACES	CLASS "C" FLAME SPREAD 76-200, SMOKE-DEVELOPED 0-450 (MINIMUM)

- FINISH REMARKS:
- FRP FULL HEIGHT BEHIND AND ON SIDES OF MOP BASIN.
 - G.C. TO PROVIDE WOOD NONCOM BLOCKING FOR WALL HUNG ACCESSORIES A CASEWORK.
 - FIRE EXTINGUISHER & CABINET - SEE PLAN FOR LOCATION. SEE SECTION ON "A-11" FOR MOUNTING REQUIREMENTS.
 - ONE FIXED SHELF ABOVE MOP BASIN.
 - MOP/BROOM HOLDER AT RED BAG/JANITOR ROOM.
 - PAINT ALL DRYWALL SOFFITS AND DRYWALL BULKHEADS P-1.
 - SEE FINISH PLAN THIS SHEET FOR FLOOR PATTERN LAYOUT.
 - G.C. SHALL PROVIDE AND INSTALL 3/4" PLYWOOD PANELS FOR TELEPHONE AND/OR ELECTRICAL EQUIPMENT.
 - SEE FINISH PLAN THIS SHEET FOR LOCATIONS OF ACCENT WALL PAINT COLOR
 - SEE EXAM #1 (ROOM 104) FOR TYPICAL EXAM ROOM FLOOR PATTERN LAYOUT.
 - SEE FINISH PLAN THIS SHEET FOR LOCATIONS OF CERAMIC WALL TILE.
 - SEE DETAILS B, C, D/A-11 FOR ACCESSORY MOUNTING HEIGHTS.
 - CONTINUE FLOOR PATTERN UNDER OPEN COUNTER AND SINK CABINET.
 - INSTALL VCT FLOOR UNI-DIRECTIONALLY.
 - PAIN WOOD BASE (WB-1) P-4 SUPER WHITE.
 - PAIN WOOD BASE (WB-1) AT VESTIBULE P-6 NAVAHO WHITE.
 - INSTALL ARMSTRONG 414 RETENTION (HOLD DOWN) CEILING CLIPS.
 - INSTALL 3/8" UNFACED SOUND BATT INSULATION ABOVE CEILING - SEE SPEC

- ABBREVIATIONS:
- ATC ACOUSTIC TILE CEILING - SEE SPECS.
 - CT-# CERAMIC TILE
 - CWT-# CERAMIC WALL TILE
 - CTB-# CERAMIC TILE BASE
 - DW EXISTING/NEW DRYWALL
 - EX EXISTING
 - FRP FIBER REINFORCED POLYESTER PANEL
 - P-# PAINT
 - EP-# EPOXY PAINT
 - RB-# RUBBER BASE
 - S-# STAIN
 - VCT-# VINYL COMPOSITION TILE
 - WB-# WOOD BASE
 - VPF-# VINYL PLANK FLOORING

GENERAL NOTES:

ALL WALL SURFACES TO BE PAINTED SHALL BE CLEANED AND PREPARED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS FOR EACH SUBSTRATE CONDITION. ALL WALL SURFACES SHALL RECEIVE ONE COAT OF PRIMER AND TWO COATS OF PAINT. SAMPLES OF ALL COLORS OF PAINT TO BE USED ARE TO BE SUBMITTED TO ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO COMMENCING WITH THE SCOPE OF WORK.

- ALL WALL PAINT SHALL BE EGGSHELL FINISH.
- ALL WOOD TRIM, CASINGS, DOOR FRAMES, ETC. SHALL BE SEMI-GLOSS ENAMEL.
- ALL PAINT WITHIN RESTROOMS AND JANITOR'S CLOSET SHALL BE EPOXY PAINT FLOOR TO CEILING.
- ALL PAINT ON SOFFIT/CEILING SHALL BE EGGSHELL FINISH.

SUBFLOOR PREP NOTE:

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE EXISTING CONCRETE SUBFLOOR CONDITIONS AND INCLUDING IN THEIR BID, ALL REQUIRED FLOOR PREP, PATCHING MATERIALS AND LABOR NECESSARY TO PROPERLY INSTALL THE SPECIFIED FLOOR FINISHES.

ALL DIMENSIONS AND EXISTING CONDITIONS SHALL BE CHECKED AND VERIFIED BY THE CONTRACTOR IN THE FIELD

FLOOR & WALL FINISH SCHEDULES

SHEET NO.	A-5.1	
	TENANT BUILD-OUT CRUSADER AVENUE & SOUTH ROBERT STREET WEST ST. PAUL, MN 55181	
SHEET NO.	A-5.1	
	MEDEXPRESS 1751 EARL CORE ROAD MORGANTOWN, WEST VIRGINIA 26505	
JOB NO.	16082	
	DATE: JULY 14, 2016	
BY	VWA	
	RICHARD W. LARSON	
LICENSE NUMBER	52758	
	DATE:	
NO.	REVISIONS	DATE

R. W. LARSON
ARCHITECT
ARCHITECTURAL & LANDSCAPE ARCHITECTURE
121 3rd St. Building 3
Pittsburgh, PA 15213
phone 412.586.4984
fax 412.586.4984
Pittsburgh, PA • Warren, PA

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: _____ DATE: _____

TYPED OR PRINTED NAME: RICHARD W. LARSON LICENSE NUMBER: 52758

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Jim Hartshorn, Community Development Dir.
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: August 22, 2016
SUBJECT: Temporary Family Health Care Dwellings



City of West St. Paul

BACKGROUND INFORMATION:

Per the attached summary provided by the League of MN Cities, the State Legislature recently passed a bill creating a new process for landowners to place mobile residential dwellings on their property to serve as a temporary health care dwelling. The bill essentially requires all cities to allow mobile dwelling units (300 sq. ft. or less) on residential properties as a permitted use to provide temporary housing for “mentally or physically impaired” relatives. The bill does allow cities the ability to “opt out” of the requirement by passing an ordinance.

As discussed at a recent OCWS, Staff is recommending that the City opt out of the ordinance. Staff has drafted the attached ordinance by utilizing a template provided by the League of Minnesota Cities to opt out of the requirement.

PLANNING COMMISSION:

The Planning Commission met in regular session on August 16, 2016 and voted 5-0 to recommend approval of the proposed amendment as written.

No one from the public wished to speak on the item.

FISCAL IMPACT:

N/A

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Staff is recommending that Council hold the public hearing and approve the final reading.

Ord. No. 16-

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

**AN ORDINANCE OPTING-OUT
OF THE REQUIREMENTS OF
MINNESOTA STATUTES, SECTION 462.3593**

WHEREAS, on May 12, 2016, Governor Dayton signed into law the creation and regulation of temporary family health care dwellings, codified at Minn. Stat. § 462.3593, which permit and regulate temporary family health care dwellings; and

WHEREAS, subdivision 9 of Minn. Stat. § 462.3593 allows cities to “opt out” of those regulations.

The City Council of West St. Paul does ordain:

SECTION 1. Pursuant to authority granted by Minnesota Statutes, Section 462.3593, subdivision 9, the City of West St. Paul opts out of the requirements of Minn. Stat. § 462.3593, which defines and regulates Temporary Family Health Care Dwellings.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 22nd day of August, 2016.

Ayes:

Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk



Temporary Family Health Care Dwellings of 2016 Allowing Temporary Structures – What it means for Cities

Introduction:

On May 12, 2016, Governor Dayton signed, into law, a bill creating a new process for landowners to place mobile residential dwellings on their property to serve as a temporary family health care dwelling.¹ Community desire to provide transitional housing for those with mental or physical impairments and the increased need for short term care for aging family members served as the catalysts behind the legislature taking on this initiative. The resulting legislation sets forth a short term care alternative for a “mentally or physically impaired person”, by allowing them to stay in a “temporary dwelling” on a relative’s or caregiver’s property.²

Where can I read the new law?

Until the state statutes are revised to include bills passed this session, cities can find this new bill at [2016 Laws, Chapter 111](#).

Does the law require cities to follow and implement the new temporary family health care dwelling law?

Yes, unless a city opts out of the new law or currently allows temporary family health care dwellings as a permitted use.

Considerations for cities regarding the opt-out?

These new temporary dwellings address an emerging community need to provide more convenient temporary care. Cities may want to consider the below when analyzing whether or not to opt out:

- The new law alters a city’s level of zoning authority for these types of structures.
- While the city’s zoning ordinances for accessories or recreational vehicles do not apply, these structures still must comply with setback requirements.
- A city’s zoning and other ordinances, other than its accessory use or recreational vehicle ordinances, still apply to these structures. Because conflicts may arise between the statute and a city’s local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.
- Although not necessarily a legal issue for the city, it seems worth mentioning that the permit process does not have the individual with the physical or mental impairment or that

¹ [2016 Laws, Chapter 111](#).

² Some cities asked if other states have adopted this type of law. The only states that have a somewhat similar statute at the time of publication of this FAQ are North Carolina and Virginia. It is worth noting that some states have adopted Accessory Dwelling Unit (ADU) statutes to allow granny flats, however, these ADU statutes differ from Minnesota’s Temporary Health Care Dwelling law.

individual's power of attorney sign the permit application or a consent to release his or her data.

- The application's data requirements may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act.
- The new law sets forth a permitting system for both cities and counties³. Cities should consider whether there is an interplay between these two statutes.

Do cities need to do anything to have the new law apply in their city?

No, the law goes into effect September 1, 2016 and automatically applies to all cities that do not opt out or don't already allow temporary family health care dwellings as a permitted use under their local ordinances. By September 1, 2016, however, cities will need to be prepared to accept applications, must have determined a permit fee amount⁴ (if the city wants to have an amount different than the law's default amount), and must be ready to process the permits in accordance with the short timeline required by the law.

What if a city already allows a temporary family health care dwelling as a permitted use?

If the city already has designated temporary family health care dwellings as a permitted use, then the law does not apply and the city follows its own ordinance. The city should consult its city attorney for any uncertainty about whether structures currently permitted under existing ordinances qualify as temporary family health care dwellings.

What process should the city follow if it chooses to opt out of this statute?

Cities that wish to opt out of this law must pass an ordinance to do so. The statute does not provide clear guidance on how to treat this opt-out ordinance. However, since the new law adds section 462.3593 to the land use planning act (Minn. Stat. ch. 462), arguably, it may represent the adoption or an amendment of a zoning ordinance, triggering the requirements of Minn. Stat. § 462.357, subd. 2-4, including a public hearing with 10-day published notice. Therefore, cities may want to err on the side of caution and treat the opt-out ordinance as a zoning provision.⁵

Does the League have a model ordinance for opting out of this program?

Yes. Link to opt out ordinance here: [Temporary Family Health Care Dwellings Ordinance](#)

Can cities partially opt out of the temporary family health care dwelling law?

³ See Minn. Stat. §394.307

⁴ Cities do have flexibility as to amounts of the permit fee. The law sets, as a default, a fee of \$100 for the initial permit with a \$50 renewal fee, but authorizes a city to provide otherwise by ordinance.

⁵ For smaller communities without zoning at all, those cities still need to adopt an opt-out ordinance. In those instances, it seems less likely that the opt-out ordinance would equate to zoning. Because of the ambiguity of the statute, cities should consult their city attorneys on how best to approach adoption of the opt-out ordinance for their communities.

Not likely. The opt-out language of the statute allows a city, by ordinance, to opt out of the requirements of the law but makes no reference to opting out of parts of the law. If a city wanted a program different from the one specified in statute, the most conservative approach would be to opt out of the statute, then adopt an ordinance structured in the manner best suited to the city. Since the law does not explicitly provide for a partial opt out, cities wanting to just partially opt out from the statute should consult their city attorney.

Can a city adopt pieces of this program or change the requirements listed in the statute?

Similar to the answer about partially opting out, the law does not specifically authorize a city to alter the statutory requirements or adopt only just pieces of the statute. Several cities have asked if they could add additional criteria, like regulating placement on driveways, specific lot size limits, or anchoring requirements. As mentioned above, if a city wants a program different from the one specified in the statute, the most conservative approach would involve opting out of the statute in its entirety and then adopting an ordinance structured in the manner best suited to the city. Again, a city should consult its city attorney when considering adopting an altered version of the state law.

What is required in an application for a temporary family health care dwelling permit?

The mandatory application requests very specific information including, but not limited to:⁶

- Name, address, and telephone number of the property owner, the resident of the property (if different than the owner), and the primary care giver;
- Name of the mentally or physically impaired person;
- Proof of care from a provider network, including respite care, primary care or remote monitoring;
- Written certification signed by a Minnesota licensed physician, physician assistant or advanced practice registered nurse that the individual with the mental or physical impairment needs assistance performing two or more “instrumental activities of daily life;”⁷
- An executed contract for septic sewer management or other proof of adequate septic sewer management;
- An affidavit that the applicant provided notice to adjacent property owners and residents;
- A general site map showing the location of the temporary dwelling and the other structures on the lot; and
- Compliance with setbacks and maximum floor area requirements of primary structure.

⁶ New Minn. Stat. § 462.3593, subd. 3 sets forth all the application criteria.

⁷ This is a term defined in law at Minn. Stat. § 256B.0659, subd. 1(i) as “activities to include meal planning and preparation; basic assistance with paying bills; shopping for food, clothing, and other essential items; performing household tasks integral to the personal care assistance services; communication by telephone and other media; and traveling, including to medical appointments and to participate in the community.”

The law requires all of the following to sign the application: the primary caregiver, the owner of the property (on which the temporary dwelling will be located) and the resident of the property (if not the same as the property owner). However, neither the physically disabled or mentally impaired individual nor his or her power of attorney signs the application.

Who can host a temporary family health care dwelling?

Placement of a temporary family health care dwelling can only be on the property where a “caregiver” or “relative” resides. The statute defines caregiver as “an individual, 18 years of age or older, who: (1) provides care for a mentally or physically impaired person; and (2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring.” The definition of “relative” includes “a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew or niece of the mentally or physically impaired person. Relative also includes half, step and in-law relationships.”

Is this program just for the elderly?

No. The legislature did not include an age requirement for the mentally or physically impaired dweller.⁸

Who can live in a temporary family health care dwelling and for how long?

The permit for a temporary health care dwelling must name the person eligible to reside in the unit. The law requires the person residing in the dwelling to qualify as “mentally or physically impaired,” defined as “a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified by a physician, a physician assistant, or an advanced practice registered nurse, licenses to practice in this state.” The law specifically limits the time frame for these temporary dwellings permits to 6 months, with a one-time 6 month renewal option. Further, there can be only one dwelling per lot and only one dweller who resides within the temporary dwelling

What structures qualify as temporary family health care dwellings under the new law?

The specific structural requirements set forth in the law preclude using pop up campers on the driveway or the “granny flat” with its own foundation as a temporary structure. Qualifying temporary structures must:

- Primarily be pre-assembled;
- Cannot exceed 300 gross square feet;
- Cannot attach to a permanent foundation;
- Must be universally designed and meet state accessibility standards;

⁸ The law expressly exempts a temporary family health care dwelling from being considered “housing with services establishment”, which, in turn, results in the 55 or older age restriction set forth for “housing with services establishment” not applying.

- Must provide access to water and electrical utilities (by connecting to principal dwelling or by other comparable means⁹);
- Must have compatible standard residential construction exterior materials;
- Must have minimum insulation of R-15;
- Must be portable (as defined by statute);
- Must comply with Minnesota Rules chapter [1360](#) (prefabricated buildings) or [1361](#) (industrialized/modular buildings), “and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2”¹⁰; and
- Must contain a backflow check valve.¹¹

Does the State Building Code apply to the construction of a temporary family health care dwelling?

Mostly, no. These structures must meet accessibility standards (which are in the State Building Code). The primary types of dwellings proposed fall within the classification of recreational vehicles, to which the State Building Code does not apply. Two other options exist, however, for these types of dwellings. If these structures represent a pre-fabricated home, the federal building code requirements for manufactured homes apply (as stated in Minnesota Rules, Chapter 1360). If these structures are modular homes, on the other hand, they must be constructed consistent with the State Building Code (as stated in Minnesota Rules, Chapter 1361).

What health, safety and welfare requirements does this new law include?

Aside from the construction requirements of the unit, the temporary family health care dwelling must be located in an area on the property where “septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner.”

What local ordinances and zoning apply to a temporary health care dwelling?

The new law states that ordinances related to accessory uses and recreational vehicle storage and parking do not apply to these temporary family health care dwellings. However, unless otherwise provided, setbacks and other local ordinances, charter provisions, and applicable state laws still apply. Because conflicts may arise between the statute and one or more of the city’s other local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.

What permit process should cities follow for these permits?

The law creates a new type of expedited permit process. The permit approval process found in Minn. Stat. § 15.99 generally applies; however, the new law shortens the time frame for which the local governmental unit has to make a decision on granting the permit. Due to the time sensitive

⁹ The Legislature did not provide guidance on what represents “other comparable means”.

¹⁰ ANSI Code 119.2 has been superseded by NFPA 1192. For more information, the American National Standards Institute website is located at <https://www.ansi.org/>.

¹¹ New Minn. Stat. § 462.3593, subd. 2 sets forth all the structure criteria.

nature of issuing a temporary dwelling permit, the city has only 15 days (rather than 60 days) (no extension is allowed) to either issue or deny a permit. The new law waives the public hearing requirement and allows the clock to restart if a city deems an application incomplete. If a city deems an application incomplete, the city must provide the applicant written notice, within five business days of receipt of the application, telling the requester what information is missing. For those councils that regularly meet only once a month, the law provides for a 30-day decision.

Can cities collect fees for these permits?

Cities have flexibility as to amounts of the permit fee. The law sets the fee at \$100 for the initial permit with a \$50 renewal fee, unless a city provides otherwise by ordinance

Can cities inspect, enforce and ultimately revoke these permits?

Yes, but only if the permit holder violates the requirements of the law. The statute allows for the city to require the permit holder to provide evidence of compliance and also authorizes the city to inspect the temporary dwelling at times convenient to the caregiver to determine compliance. The permit holder then has sixty (60) days from the date of revocation to remove the temporary family health care dwelling. The law does not address appeals of a revocation.

How should cities handle data it acquires from these permits?

The application data may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act. To minimize collection of protected health data or other nonpublic data, the city could, for example, request that the required certification of need simply state “that the person who will reside in the temporary family health care dwelling needs assistance with two or more instrumental activities of daily living”, without including in that certification data or information about the specific reasons for the assistance, the types of assistance, the medical conditions or the treatment plans of the person with the mental illness or physical disability. Because of the complexities surrounding nonpublic data, cities should consult their city attorneys when drafting a permit application.

Should the city consult its city attorney?

Yes. As with any new law, to determine the potential impact on cities, the League recommends consulting with your city attorney.

Where can cities get additional information or ask other questions.

For more information, contact Staff Attorney Pamela Whitmore at pwhitmore@lmc.org or LMC General Counsel Tom Grundhofer at tgrundho@lmc.org. If you prefer calling, you can reach Pamela at 651.281.1224 or Tom at 651.281.1266.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Korine Land, City Attorney
DATE: August 22, 2016
SUBJECT: Final Reading Ordinance Vacating Allen Avenue Right-of-way



City of West St. Paul

BACKGROUND INFORMATION:

As part of the Safe Routes to School (“SRTS”) project, it was discovered that there exists a portion of a “vacated” Allen Avenue that encumbers the property owned by Joan Kopp at 217 Wentworth Avenue W. By a Decree of May 29, 1929, the City Council vacated the eastern half of Allen Avenue. On May 22, 1946, the City Council intended to vacate several rights of way and alleys in the subdivision plat, including Allen Avenue, but, due to a scrivener’s error, Allen Avenue was accidentally excepted from the vacation and it still exists, as depicted on the attached map. The underlying property is owned by Ms. Kopp.

Earlier this spring, the City acquired easements from Ms. Kopp for the sidewalk project and promised to address vacating Allen Avenue.

A vacation of public right-of-way must be done by ordinance, which requires two readings, the second of which must be a public hearing, as well as notice to all abutting property owners. The first reading was held on Aug. 8. Tonight’s reading is a final reading and public hearing.

STAFF RECOMMENDATION:

Given the clear intent in 1946 to vacate the western half of Allen Avenue and the absence of a public necessity (except the southern 10 feet), staff recommends that the City Council hold the public hearing and adopt the ordinance on final reading vacating the right-of-way, reserving for itself a drainage and utility easement.

ATTACHMENTS:

Ordinance Providing For Vacation of a Portion of a Right-of-way
Exhibit to Easement depicting the unimproved Allen Avenue

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

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE VACATION OF A RIGHT-OF-WAY

The City Council of West St. Paul does ordain:

SECTION 1. Pursuant to Minn. Stat. § 412.851 and West St. Paul City Code Section 95.55 on its own motion, with a vote of four of its members, the City Council may vacate any street, alley or public right-of-way within the City by Ordinance.

WHEREAS, the City of West St. Paul wishes to vacate the following described right of way situated in the City of West St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A; and

WHEREAS, notice of a public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at the City of West St. Paul, 1616 Humboldt Avenue, West St. Paul, Minnesota; and

WHEREAS, the City Council of West St. Paul then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of West St. Paul has determined that the vacation would be in the public interest.

NOW THEREFORE, the City of West St. Paul does ordain:

1. That the City of West St. Paul, pursuant to the West St. Paul City Code Section 95.55, hereby vacates the right of way situated in the City of West St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A.

2. That pursuant to Minnesota Statutes § 160.29, Subd. 2, the City reserves, unto itself and other utility providers, a permanent easement for drainage and utility purposes, over, across, under and through the right of way situate in the City of West St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A, including the right of the City, its contractors, agents and servants, and other utility providers, to enter upon said premises at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration purposes and all such purposes ancillary thereto, and to maintain the above easement area, any improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of said pipes, conduits or mains and the further right to remove from the easement area trees,

bushes, herbage, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the easement, pipes, conduits, or mains.

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

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this _____ day of _____, 2016.

Ayes:

Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

Exhibit A

The westerly 40 feet of Allen Avenue adjacent to Block 10, Erchinger's Addition to South St. Paul, lying between the north and south lines of Erchinger's Addition, Dakota County Minnesota, except the south ten (10) feet



Legend	
	EXISTING ROW
	PROPOSED ROW
	PROPOSED ROW/HATCH
	TEMPORARY EASEMENT



West St. Paul Safe Routes to School Project
 PARCEL 4A: Easement Parcel Sketch (CSAH 8)
 West St. Paul, MN | SP 173-591-002 | PM March 2016
 EASEMENT AREA = 400 sq ft
 TEMP AREA=200 sq ft

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Jim Hartshorn, Comm. Dev. Director
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: August 22, 2016
SUBJECT: Comprehensive Plan Proposals



City of West St. Paul

BACKGROUND INFORMATION:

Staff recently solicited proposals from consulting firms to assist with the development of the required 2018 Comprehensive Plan Update. Met Council mandates that all cities in the metro area complete a Comp Plan update every 10 years. In doing so, the City is required to amend the current plan to adhere to the policies set forth by Met Council in areas such as Land Use, Transportation, Water Resources, Housing and Parks.

Staff received proposals from the Cuningham Group and WSB & Associates. Both consultants provide three options as requested based on the amount of community engagement (see attached for more info). Both proposals call for the completion of the plan update in early 2018 which is in advance of the submittal deadline of December 31, 2018 to MetCouncil.

Staff recommends selecting the base proposal provided by WSB due to the proposals inclusion of meetings with the various city commissions. Although the base proposal from WSB is higher than Cuningham, Staff feels that gathering input from the city commissions brings value to the process in addition to the more standard public open house format.

FISCAL IMPACT:

\$20,000 is included in the 2016 budget. Staff is proposing \$60,000 for the 2017 (majority of work to be completed in 2017) and proposes \$14,150 for the 2018 budget.

		Amount
Fund:	401	
Department:	41910	
Account:	40399	\$94,150

STAFF RECOMMENDATION:

Staff is recommending selecting the base package from WSB & Associates. If approved, Staff will request a contract for services and present it at a future Council meeting for approval.

PROPOSAL OPTIONS

Cunningham Group	Includes	Cost
Base	2 Council Worksessions, 2 public meetings, 1 online engagement and city managed website	\$80,000
"Plus" Community Engagement	In addition to the above: bi-monthly Steering Committee Meetings, up to 6 focus groups, 1 additional Council Worksession, 1 additional public meeting, 1 additional online engagement and consultant managed website	\$110,000
"Premium" Community Engagement	In addition to the above: 2 additional public meetings, 2-3 Speaker Series meetings, 2 additional online engagements and project branding.	\$140,000

WSB Associates	Includes	Cost
Base	7 Planning Commission meetings, 3 Council Worksessions, 2 Economic Development Meetings, 3 Park & Rec Meetings, 1 Environmental Committee Meeting, Kickoff Workshop, Open House, Pop-up Engagement Event, Public Hearing (plan approval)	\$94,150
"Tier 1" Public Engagement	In addition to the above: Project website, Targeted invitations (for public meetings), Community workshops, and Meeting in a Box (package for city staff to use on their own)	\$105,350
"Tier 2" Public Engagement	In addition to the above: Neighborhood walks, Outreach through Early Childhood Family Education, Translation Services, Childcare and meals for public meetings, Community Survey	\$110,550

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Jim Hartshorn, Comm. Dev. Dir.
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: August 22, 2016
SUBJECT: Renaissance Plan – PAC Recommendations



City of West St. Paul

BACKGROUND INFORMATION:

The Renaissance Plan has guided private redevelopment within the Robert Street corridor over the past 15 years by incorporating a commercial site plan review process, including the development of requirements for building placement, building façade materials and design, landscaping, signage, etc. However, in response to changing development patterns, regional competition, changing demographics, and in lieu of the Robert Street Improvement Project, Council determined that an update of the plan was important.

As a result, Cunningham Group was hired by the City to lead the planning process for the update of the plan. The scope of the project includes two phases: 1) an update of the Renaissance Plan document including the development of three concept plans within the corridor, and 2) development of new zoning requirements to implement the plan. A Project Advisory Committee (PAC) consisting of property owners, business owners, residents and other local stakeholders was created to assist with the development of the plan update. The PAC had a total of six meetings between February 2015 and April 2016 providing valuable direction and feedback as the draft plan was developed. In addition, a public open house was held early on in the process to gather feedback from the general public.

PAC RECOMMENDATIONS:

The PAC was assigned with providing comment to Staff regarding their overall approval (or disapproval) of the draft plan. Staff received comments back from 12 of the 14 PAC members (the remaining two PAC members were minimally involved early in the process). Staff received 5 votes in favor of the draft plan as written, 6 votes that were not in favor of the draft plan as written and 1 vote with no specific recommendation either way.

Staff compiled submitted comments from the PAC members in the attached summary, including comments in support and comments not in support. Since Staff did not receive consensus from the PAC regarding a recommendation, the purpose of the work session is to review the recommendations provided by the PAC and discuss next steps as it relates to the plan. Cunningham Group will be in attendance to provide a brief presentation with discussion/feedback to follow.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

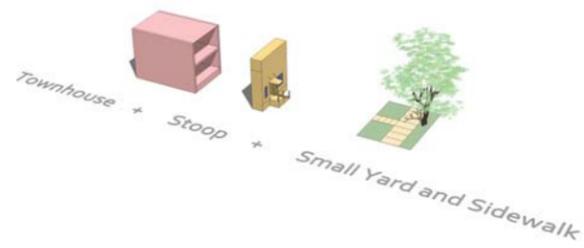
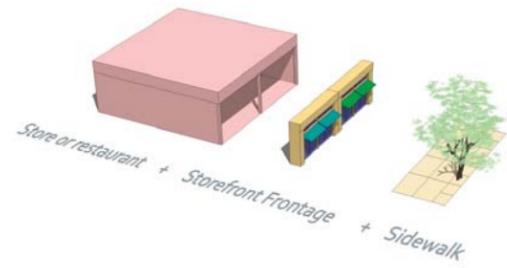
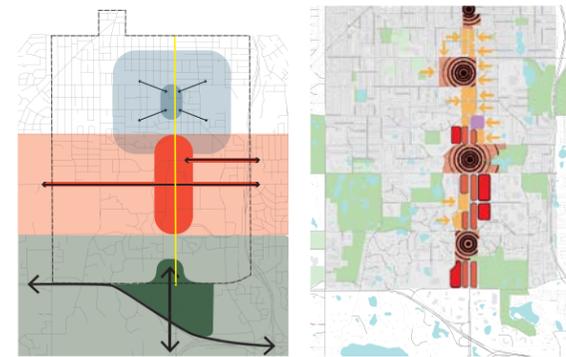
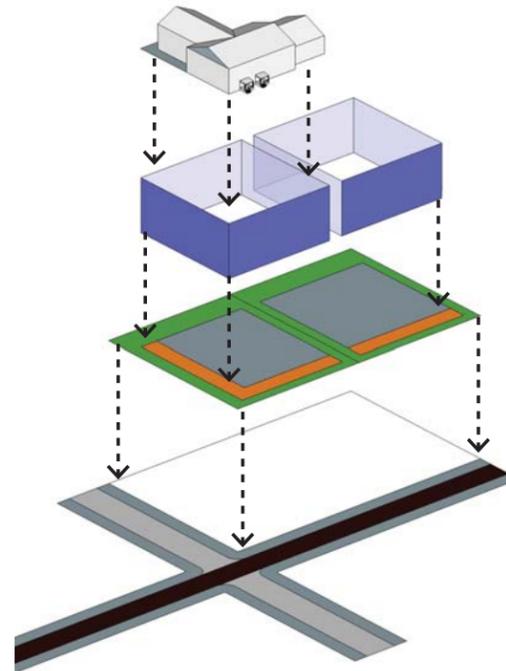
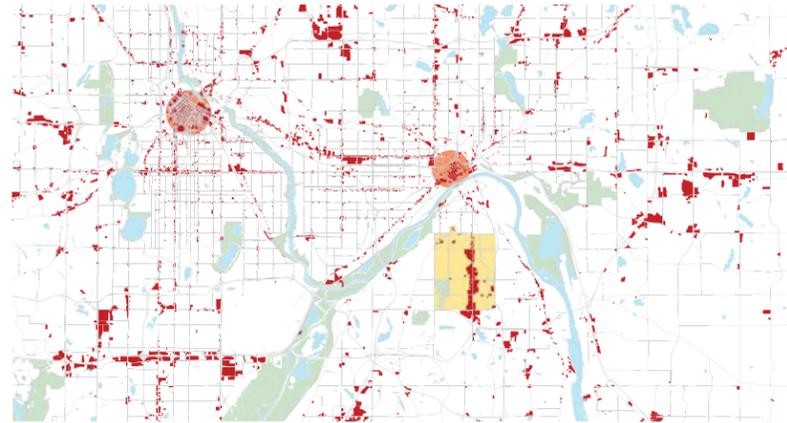
Review and discuss recommendations/next steps for the Renaissance Plan Update.

Comments supporting the plan:

- Addressing Signal Hills is important – “kicked down the road long enough” – could be a big tax generator
- The idea of form based zoning
- The concept of A & B streets with redevelopment.
- The concept of “mid-density housing” in the north gateway
- The redevelopment signal hills as shown in Alternative 1
- A safer at grade crossing of Robert for the trail.
- Support of YMCA presence in WSP
- Plan provides a good blueprint for where WSP can go if and when parcels become available - need to establish a “road map”
- The addition of residential development along Robert St.
- The plan is visionary and looks ahead which I believe is a good thing for WSP.
- Signal Hill’s owners have invested millions upgrading other metro properties and have left us with this degrading, disjointed and unattractive mess.
- I support the plan in its entirety.
- I support the plan. This is WSP’s plan and not a developer’s plan.
- The plan is merely a guide for where we would like WSP go in the future; it’s not static nor should it be.
- The voices of WSP residents should be the loudest and not overridden by developers desires to make a quick buck and leave town.
- Supports the vision and we can aspire to be a more attractive city.

Comments not supporting the plan:

- I feel like the plan has been manipulated by Cuningham and the City Manager to show some kind of urban utopia. Vision needs to be market based.
- How do we know if Millenials will want to live on Robert St. – Uptown, North Loop, Grand Ave, etc. are more desirable.
- Focus should be on supporting retail/services/restaurants that can support adjacent communities.
- Creative thought is wonderful, but the vision needs to be viable – needs to market driven.
- Cannot support restrictive zoning for the 3 concept plans
- Cannot support the trail tunnel – would utilize valuable/taxable land.
- Cannot support “forced redevelopment” at the owners expense based on the city’s vision and not the owners (i.e. Signal Hills)
- Getting Signal Hills right in the plan is important for all parties including Signal Hills ownership. Need to account for all current business owners at Signal Hills.
- In regard to the Signal Hills full build out concept: plan is not realistic or market driven. Signal Hills is a neighborhood shopping center serving the needs of the neighborhood. Cannot support any zoning changes that might restrict the right of Signal Hills to continue as a retail shopping center.
- Cannot support the plan due to significant concerns regarding the viability of the plan using general principles based on private sector, market driven conditions as a basis for economic development activity.
- Concerned about how existing businesses will view the plan.



Robert Street Renaissance Plan Update

West St. Paul, Minnesota

June 6 2016

Prepared for:
City of West St. Paul, MN

Prepared by:
Cunningham Group Architecture, P.A.

Acknowledgements

City of West St. Paul

Matt Fulton - City Manager

Jim Hartshorn - Community Development Director

Ben Boike - Assistant Community Development Director, Planner

Steering Committee

Sandra Araujo - Postal Credit Union

Mark Aune - Augustana Lutheran Church

Del Gerdes - Resident, Former Planning Commissioner

Chris Gevara - Environmental Committee

Laura Gill - Christianson & Company

Tim Haubrich - Resident/Solid

Jennifer Juntilla - Sherman Associates

Joel Knoepfler - Resident

David Langer - Langer Real Estate

Renato Lombardi - Local artist

Tom Schuette - Signal Hills

Chris Simmons - Welsh Companies

Jill Skogheim - 5-8 Grill & Tap

Phil Stalboerger - Chamber of Commerce / MTM Inc.

John Zanmiller - Resident / Former Mayor

Consultants

Cunningham Group Architecture, P.A.

Table of Contents

1. Executive Summary

2. Project Background

3. Framework Plan

4. Character Districts and Target Areas



1. Executive Summary

Robert Street is the backbone of West Saint Paul.

It impacts all aspects of life in West Saint Paul – from how people move around to how they go about their daily activities of life to how they are perceived by visitors and investors. Not only does it run the full 2.5-mile length of the City, touching 9% of the City’s properties and comprising 15% of the City’s land, it drives the community’s tax base, its quality of life and both it’s internal and external identity.

As Robert Street goes, so goes West Saint Paul.

A Crucial Time for Robert Street

A healthy Robert Street is critical to a healthy West Saint Paul. With reconstruction of Robert Street to be completed in 2017, this is a crucial moment for the City. It is an opportunity to redefine the role of Robert Street in the City and an opportunity to use a “new” Robert Street as a catalyst for broader community improvements. In doing so, Robert Street can become a magnet for new investments that will strengthen the City’s tax base, regional competitiveness, and overall livability.

While the first Robert Street Renaissance Plan (2000) allowed significant progress in improved quality of development, much has changed. Larger demographic trends, proposed regional transit investments, and local projects are coalescing in a way that make it possible for new investments in the right places and in the right forms to greatly improve the character and strength of Robert Street - allowing the City to compete and succeed in ways that it is currently is not.

Robert Street Today

The Robert Street corridor is in transition. Once a popular and beloved regional commercial strip, Hwy. 52 and the growth of Woodbury, Eagan, and Mendota Heights had a profound impact on Robert Street and West Saint Paul. As often happens with retail, it either reinvents itself in its current location or it migrates to new areas of growth. In the past 30 years, regional retail dollars have dispersed and Robert Street is no longer the primary retail option in Dakota County.

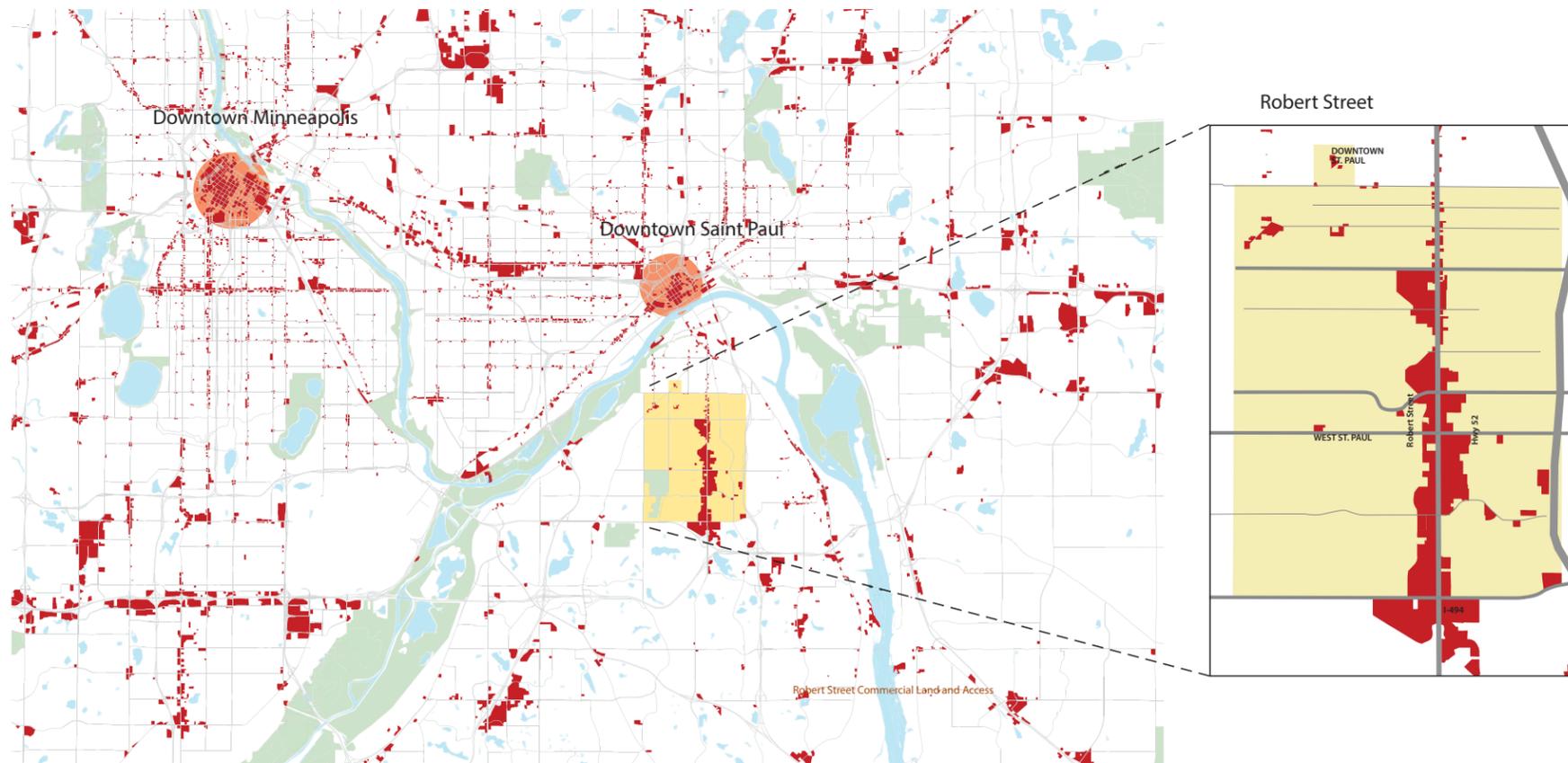
Robert Street is still a viable location for successful retail - however it has to reinvent itself. It has to become more condensed, defined and integrated into the fabric of the community. At the same time, Robert Street itself has to become more than a convenient place to shop. It has to re-establish itself in the community as a beloved place; a place in the community that exudes pride and respect.

While successful new development has occurred since 2000, large portions of Robert Street are suffering from disinvestment; they are slow to reinvent themselves. Not only are West St. Paul citizens not proud of how parts of the corridor look, they are concerned about how it will serve them in the future.

And yet, there is much potential. Robert Street has inherent advantages that position it well for a dramatic transformation:

- Robert Street itself is a direct regional connection to the economic hub of downtown St. Paul.
- The surrounding neighborhoods are made up of affordable single family housing that is turning over with remarkable speed.
- Numerous large parcels of underutilized land along the corridor make it a prime location for redevelopment.
- Important new investments, from both inside and outside forces, are headed to Robert Street: the improved streetscape in progress, upgrades to mass transit, plans for a new regional trail, and funding opportunities for much-needed urban housing.

How West St. Paul takes advantage of its assets and makes use of proposed investments along Robert Street will impact how successful they are in staying competitive in the upcoming decades.



Regional and National Trends

Strong urban growth in the Metro core and first-ring suburbs is projected to continue for at least the next 30 years, while growth on the outer fringes is slowing – a complete turnaround from the growth patterns of several decades prior to 2010. Offering lower cost housing than the core cities, first-ring suburbs all over the country are competing to attract this population influx, made up mostly of Baby Boomers and Millennials. These groups need and want different lifestyles than most suburban environments can offer: places where they can live, play, work, and stay throughout each phase of their life. This means providing a range of transportation options, employment styles, and housing types, as well as developing places with character not only for shopping but for gathering and entertainment opportunities as well. The communities that evolve to meet these needs will be those that are successful.

What this Plan Accomplishes

This Plan puts in place the necessary vision and supporting policies to help transform Robert Street from a useful place to a beloved place. The Plan:

- Supports apartment and condominium housing in the northern portion of South Robert Street. This will allow the neighborhoods to bridge the corridor and become a strong gateway into the City.
- Encourages full redevelopment of the Signal Hills site with a mix of housing types, retail opportunities, and transit connections. The 40 acre site is one of the most attractive in the region offering opportunities to create a transit oriented development in the middle of healthy neighborhoods.
- Provides direction for creating a Town Center between Wentworth and Thompson. By integrating a new regional trail, potential civic uses, redevelopment of the Golf Course, and additional mixed use development, West Saint Paul will have a lively downtown that can become the civic and commercial heart of the City.
- Directs all new development along the corridor to present a positive face to the corridor, reinforcing City and States investment in the soon to be completed reconstruction of Robert Street.

The updated Robert Street Renaissance Plan will strengthen the City's backbone by directing reinvestment along the corridor that will leverage the city's positive qualities and spark redevelopment. The West St. Paul community has greater hopes and dreams for how Robert Street can look and function in the future – for how it can generate economic prosperity and be a place that people from around the region want to visit, to shop, and to live. The overall quiet, suburban character of the City will stay the same but investing in critical nodes and implementing new zoning will stimulate improvements that will bring new life to Robert Street and lift West St Paul into a competitive position. The next 30 years will bring massive change to the entire Metro; this Plan will help West St. Paul attract the developments and make the community investments necessary to create an attractive, healthy, livable corridor that can meet the needs of both today and tomorrow.

Goals



1. Create Identifiable Places

Identifiable places will help create a corridor that is memorable, recognizable, and organized. Without differentiation along the corridor, the corridor will not be unique and will not attract a range of investments.



2. Have a Balanced Mix of Retail and Housing

The Corridor needs a range of activities and uses to meet the increasingly diverse and varied populations of West Saint Paul.



3. Attract New Businesses, Residents, and Visitors

Attracting new residents and businesses to the community will keep West Saint Paul competitive and healthy. Growth is important to a strong tax base and high quality amenities.



4. Provide Places for Community Gathering and Entertainment

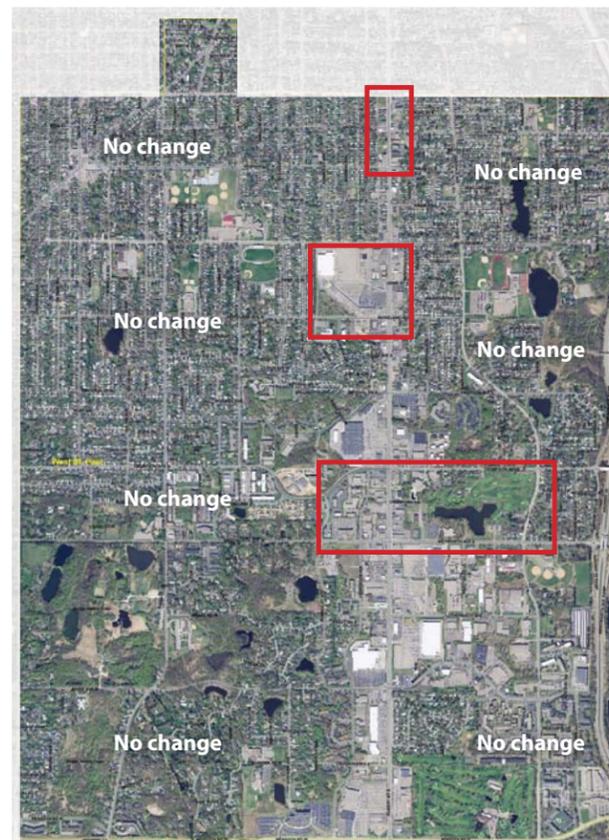
Providing places for gathering and entertainment helps create positive memories and strong social bonds. This will in turn increase loyalty to the community and help differentiate Robert Street from other corridors in the region.



5. Make it Safe and Attractive to Get Around on all Modes

A transportation system that allows more people more ways to access the businesses on Robert Street will support the creation of a strong local economy.

A Suburban Community with a few Urban Places



West St. Paul is a suburban community. Even with the Met Council's growth projections, much of the community will retain its existing character with quiet streets and single family homes and small apartments. This Plan does not threaten the underlying land uses and patterns of most of the Community. Rather, it proposes a gradual transition of the Robert Street Corridor so it is more regionally competitive and locally responsive. More specifically, the Plan targets three locations along the corridor where the community can absorb growth, create a sense of place and provide a new housing and retail choices.

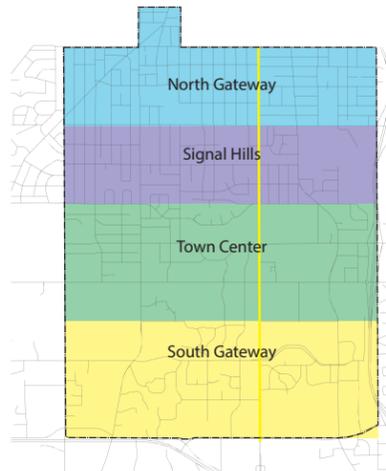
By directing growth to these locations, the Community will be able to both attract new residents and offer new amenities while at the same time preserving the quality of suburban community.

<u>Suburban</u>	→	<u>Urban</u>
Quiet	→	Lively
Predictable	→	Changing
Familiar	→	Cosmopolitan
Place to Stay	→	A place to try
Casual	→	Urbane

Overall Corridor Strategies

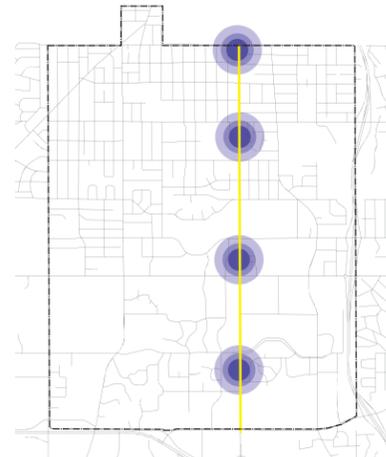
1. Create Four Neighborhoods

Creating four neighborhoods or character areas will lend clarity and direction for potential investors, sense of pride for existing residents and businesses, and improve wayfinding for visitors.



2. Mixed Use Places

Mixed use places that are served by transit, walkable, and have high quality public spaces and amenities will integrate housing and retail to create new amenities for the City.



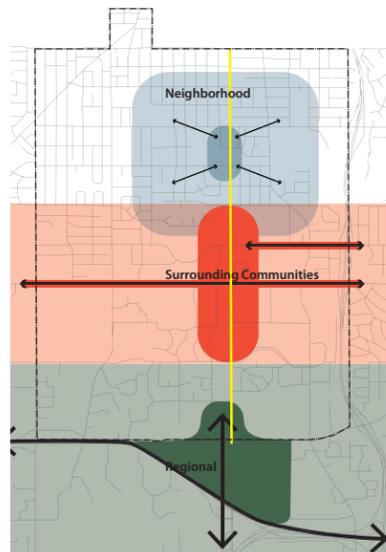
3. "Bridge" Robert Street

In order to connect across Robert Street and transform Robert Street from a barrier to a place that unifies the community, effort should be made to bridge Robert Street. This can happen in many places and many ways. Improved intersections, buildings that face each other, underpasses and overpasses in appropriate locations are some of the ways the City can "bridge" Robert Street.

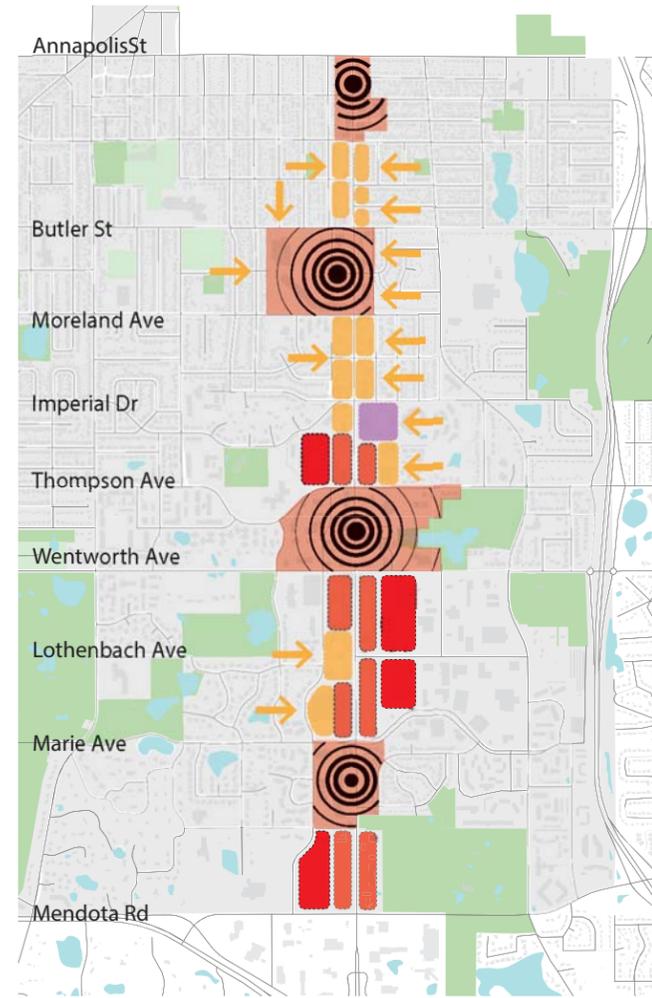


4. Organize and Reinvent Retail

In order to retain retail competitiveness, the Plan recommends a reinvention and reorganization of retail along the corridor so it is more responsive to the local and regional customer base. Retail uses along Robert Street should be organized so they complement each other and do not compete against each other.

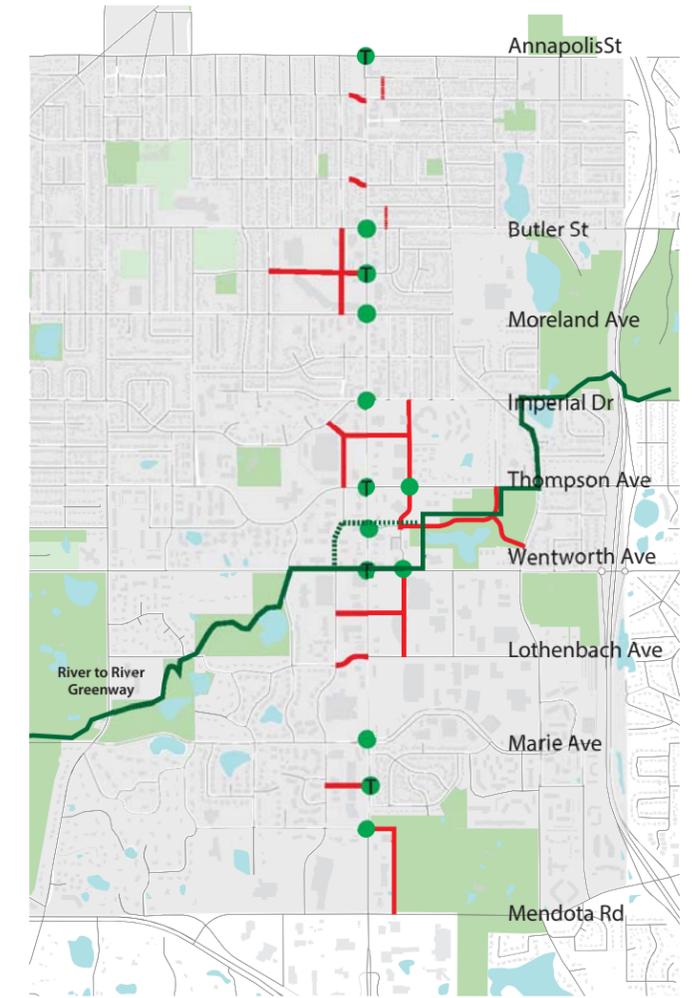


Land Use Recommendations



- Opportunities for mixed-use nodes that integrate retail, housing and public open space.
- Opportunities to introduce housing onto Robert Street.
- Opportunities to organize and condense retail so it is more accessible and pedestrian friendly.

Land Use and Circulation Recommendations



- Transit node
- Locations to improve pedestrian crossing of Robert Street.
- Approximate locations of new connections.

Specific Catalytic Interventions



note: the images on this page illustrate one Alternative for North Gateway, Signal Hills and Town Center. Please refer to Section 4 for more detailed descriptions of all three areas.

North Gateway



Signal Hills



The Town Center



Features

- Medium Density housing that creates a comfortable walkable street.
- Limited retail or restaurant on the ground floor of a mixed use building at Annapolis.
- Potential realignment of Hurley Street to increase greenspace.

Features

- A redeveloped site brings retail closer to Robert Street and introduces housing and open space onto the site.
- A community park in the middle of the development for gathering and farmers market.
- High frequency, high quality transit integrated into the redevelopment at Orme and Robert Street.

Features

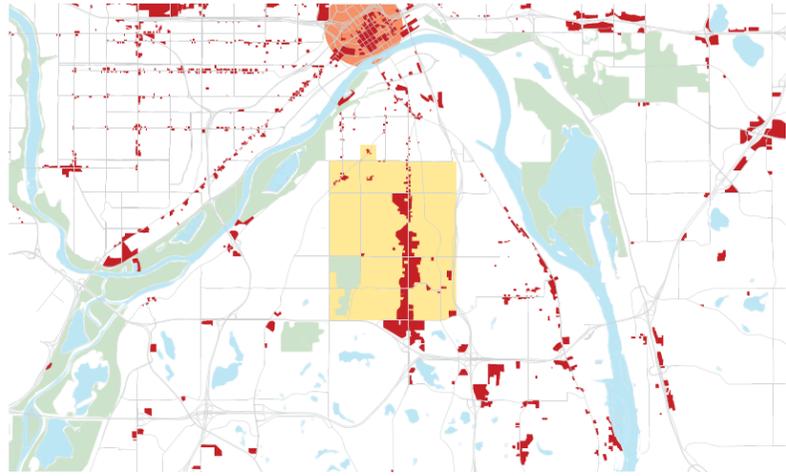
- Safe and comfortable trail crossing of Robert Street.
- Perpendicular views and access from the "lake to the hill".
- New development on Robert Street that creates a comfortable pedestrian environment.
- Crawford Street extended from Wentworth to Thompson.

What does this Plan say about private property

The purpose of this Plan is to guide, not dictate development. Images throughout the Plan depict potential development on both public and private property. They are not development proposals, but rather ideas about how concepts in the Plan can be realized with potential new developments.

It is important to note that the Plan relies on private property owners, developers, the City of West Saint Paul and other partners working together to bring investment to the City. Very few of the ideas in this Plan (especially on this page) can be realized without several parties coming together. The ideas on this page can be considered a strong starting point for potential partnerships.

Private property owners will maintain control of their property throughout the life of this Plan. This Plan does not advocate use of eminent domain or any form of property takings. Instead, the Plan encourages redevelopment that is more human scaled, walkable, transit friendly and aesthetically appealing than what currently exists throughout parts of the corridor. The purpose of encouraging such development is to create an environment that residents of West Saint Paul can be proud of.



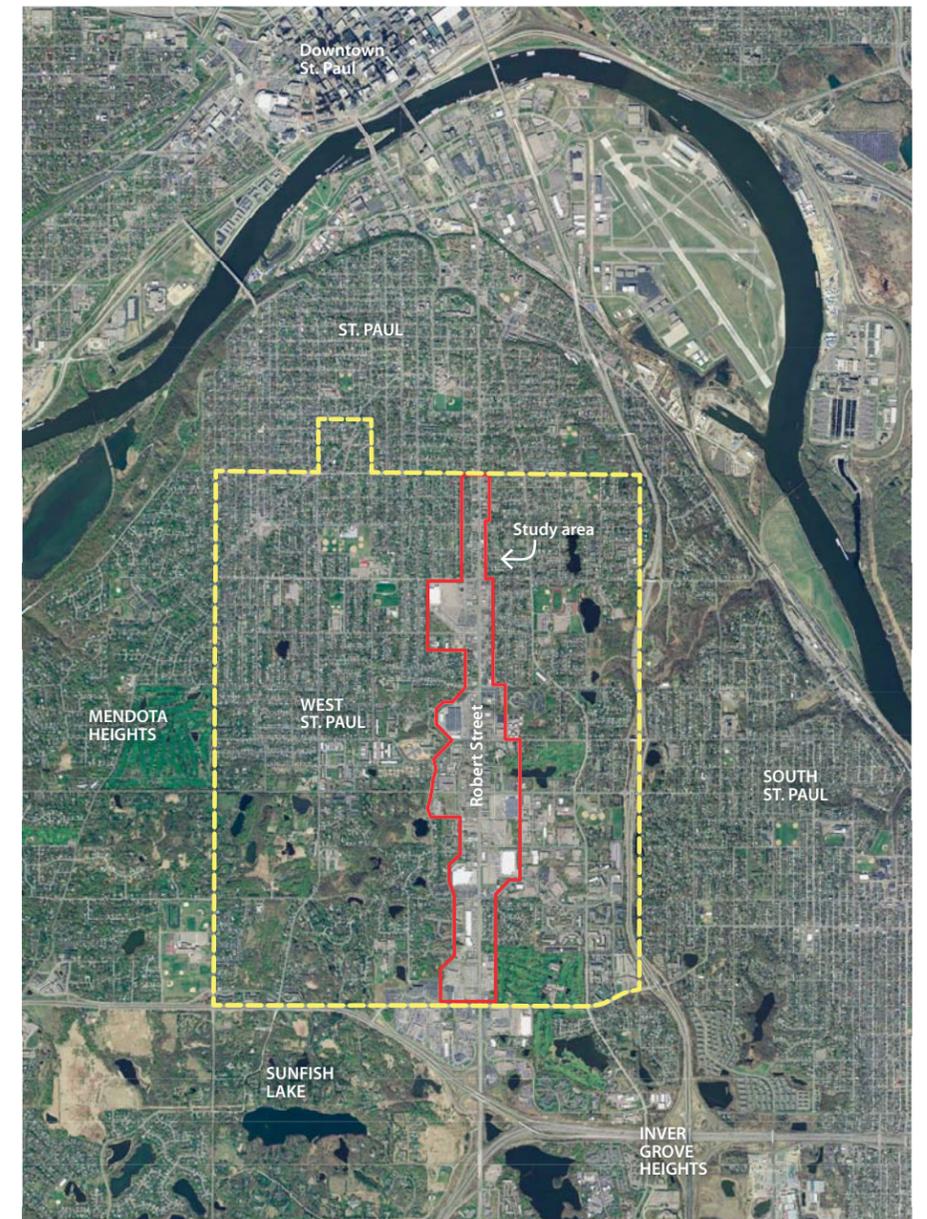
2. Project Background

Site Location



Location of West St. Paul and Robert Street within the Twin Cities Metro Region

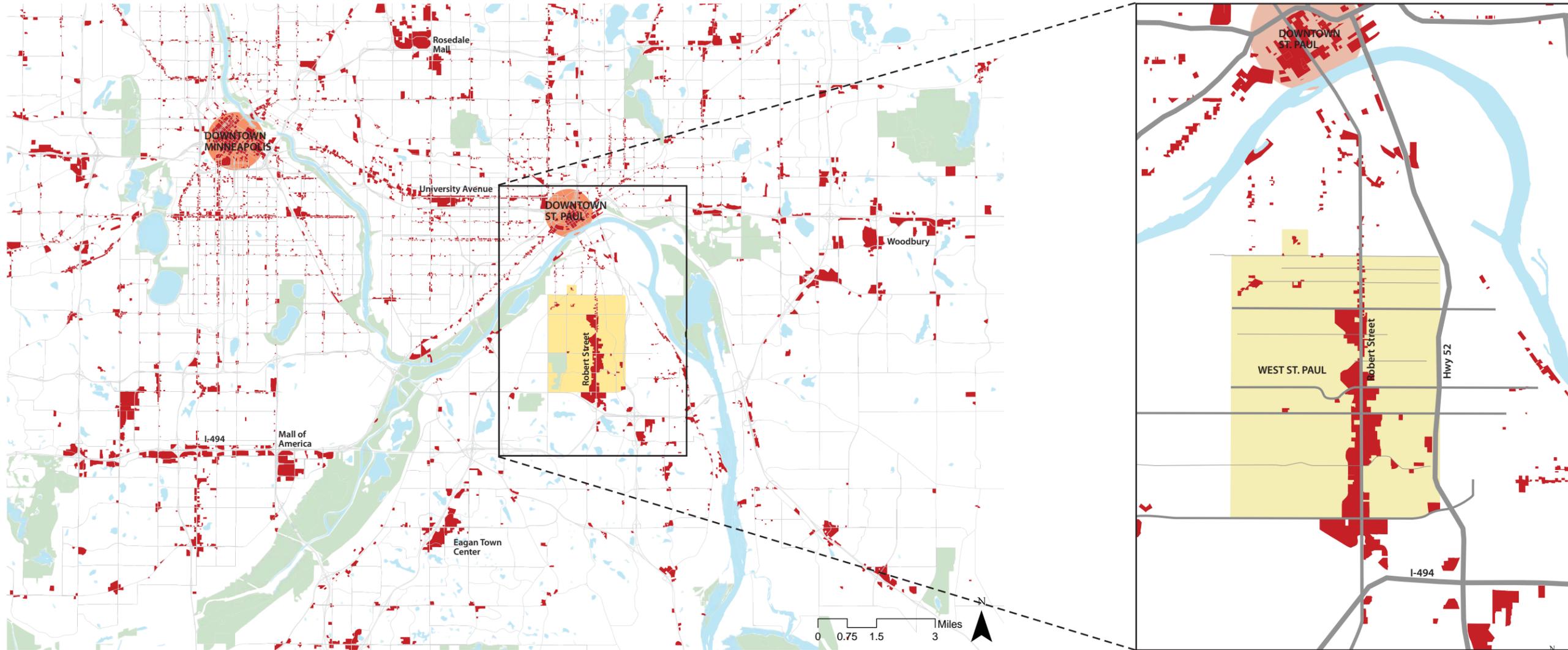
The City of West St. Paul is a first-ring suburb located immediately south of the capitol city of St. Paul. Robert Street runs the entire 2.5-mile length of the city and it a direct link from the outer suburbs to downtown St. Paul, a hub for employment.



Robert Street Study Area within West St. Paul

Robert Street is the backbone of West St. Paul, comprising 85% of commercial land in the city. The study area includes all parcels touching the street, as well as other significant portions of land that are considered to be a part of the corridor.

Site History & Context



Commercial Land in the Twin Cities Metro

Robert Street Commercial Land and Access

Robert Street is one of many commercial corridors in the Twin Cities metro region. With 800,000 square feet of retail, it is a significant land use in the City of West Saint Paul and, as indicated on the map above, has a noticeable footprint in the region.

As Robert Street developed since it was a country road in the late 1800s, it took different forms to meet the changing needs of its citizens and customers. The northern portion dates to the streetcar days, which is evidenced by its small

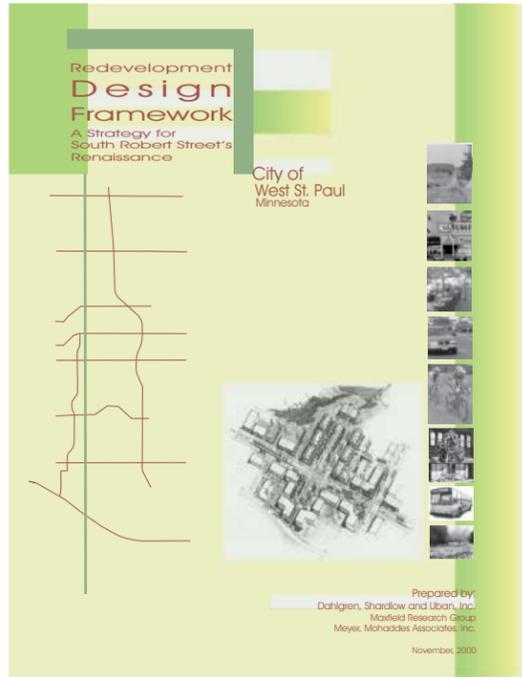
parcels, narrower right-of-way, and neighborhood feel. The middle portion, highlighted by the Signal Hills mall, developed during the 1950's when private car ownership exploded and "the strip" was the desired development pattern. In the 1960's and beyond, the car-oriented development continued to increase in extent and scale to accommodate the ever-increasing dependence on vehicles. During this time, Robert Street was a popular regional shopping district. But by the early 1990s, with the construction of Hwy 52 and the subsequent development of the communities

further out from the city center, Robert Street lost its place to newer shopping centers like Eagan Town Center and the Mall of America.

While commercial use on Robert Street takes up a significant land footprint, it does not have the draw that it once did. Now, rather than attracting customers from the larger metro region, it serves mostly West St. Paul residents and the immediately surrounding communities.

But the city is in the right position to make itself competitive in the region once more. Its immediate connection and close proximity to downtown St. Paul makes it a potentially attractive place for new residents who want an easy commute.

What the First Robert Street Renaissance Plan Accomplished

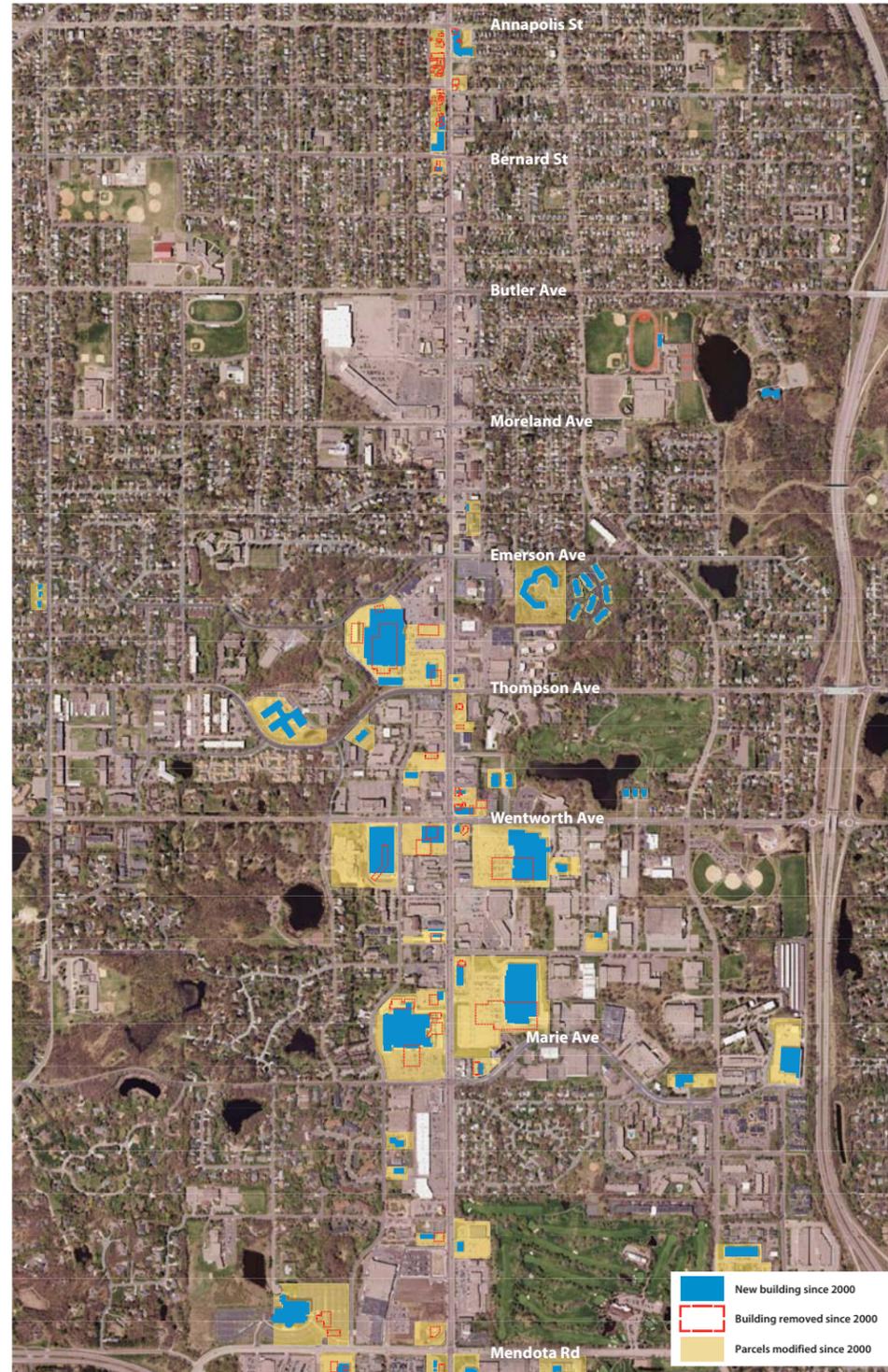


The original Robert Street Renaissance Plan, adopted in 2001, provided two major recommendations. 1) rebuild Robert Street 2) improve the building and site plan standards.

At the time of this writing, Robert Street is in the process of rebuilding the right-of-way to complete this vision. The project will include planted medians, consolidated access to businesses, new lighting, pedestrian amenities, and street trees.

After completion of the Renaissance Plan in 2001, the city incorporated building and site plan standards into city policy. This included changes to the Zoning Ordinance, the addition of a formal site plan review process, and higher standards for building materials and siting, landscaping requirements, and signage type.

While the original Renaissance Plan resulted in many positive changes, this Plan will build on these improvements and offer further adjustments to code and policy.



Changes on the Robert Street Corridor since 2000



Parcels cleared for new development on north end



New multi-family housing on north end



Commercial buildings closer to the street



Improved material standards



Improved sign standards (monument, not pylon)



Outlots ready for development



On-going street reconstruction (Image by SRF)



Landscaping standards

Why an Update is Needed

Changing Trends

The purpose of this Plan is to prepare the community for increased demand to invest in properties along Robert Street as soon as the street reconstruction is completed in 2017. Investment has been holding back, yet demand to invest in the inner ring communities has been building since the Great Recession in 2008.

Much has changed since the original Renaissance Plan in 2001.

Demographics

Baby Boomers and Millennials (two of the largest generations) are driving many of the changes we already see in the region. As our population grows from 2.9 million today to 3.7 million in 2040, residents older than 65 yrs of age and younger than 24 yrs of age will grow from 34% of the population to 42% of the population.

Lifestyles

Our lifestyle decisions are becoming more complex as our cost decisions are being co-mingled with time and health decisions. As we can find low cost goods on-line, this affords us more opportunity to spend our dollars on enhancing our health, enjoyment, and experiences.

Transportation

With oil prices fluctuating, and time becoming a more valuable commodity, we are simply choosing to spend less time on our commutes. Overall miles driven, across the country have been declining since 2002 - indicating choices to use transit, bicycles, and our own feet to make those trips that were once reserved for the car.

Smarter Regional Growth Policies

The region recognizes these changes and has been investing heavily in new transit and alternative transportation infrastructure such as bicycle trails and lanes. Since 2001 the Region has built 2 LRT lines and in the next 10 years will likely have two more completed as well as over half a dozen BRT lines.

Jobs

Our Region will continue to grow with an additional 500,000 jobs by 2040. The nature of our economy is also changing. Large companies will still fueling much of the growth, however increasingly the "freelance" economy will provide job opportunities for workers of all ages. Office space will not increase significantly despite job growth because individual workspaces are getting smaller and employers are more efficient with their space needs. In addition, the freelance economy will utilize semi-public spaces as their offices by popping open their laptops in coffee shops, libraries, and hotel lounges.

Retail

The internet has profoundly changed how we shop and the retail landscape has changed accordingly. With more dollars being spent on-line, fewer retail goods are being purchased along commercial strips like Robert Street. The retail that has survived is either the bricks and mortar complement to a successful on-line enterprise, or a retailer who provides exceptional experience or service that cannot be found on-line. The rise of "experience retail" has found synergies with restaurants eating establishments - other enterprises that can not be duplicated on-line.

Rebirth of First-Ring Suburbs

With the second and third waves of suburban expansion between 1970 and 2000 inner ring communities like West Saint Paul saw either flat or negative growth as they were bypassed with new greenfield development on the ever expanding fringes of the metropolitan region. The original streetcar suburbs peaked in the 1970's as tight knit and proud communities. But with most new growth occurring on the fringes, the inner ring communities struggled to maintain their retail districts, public amenities, and revenue base.

Since 2000, many in the investment community have looked back in towards the core and at the inner ring communities as golden opportunities for growth. Communities like West Saint Paul are more affordable, and better located than communities further from the core.

With land originally developed in large parcels (as the first wave of suburban development), redevelopment can be significantly simpler than urban in areas because larger properties are under single ownership. Furthermore their redevelopment potential places them in a strong strategic position to attract regional transit investments.

The most progressive of inner ring communities foreshadowed these trends and have been reinvesting in themselves for over a decade. They have maintained their generally leafy suburban residential communities while carefully inserting areas of urban vitality in declining commercial areas or transitioning industrial areas. These urban nodes have allowed suburban communities to attract new residents, as well as provide new options for existing residents. This has helped bolster tax base which allows them to reinvest in public amenities.



How Other Communities Are Responding

Communities across the Twin Cities have been responding aggressively to the changing demographics and their oncoming challenges by retrofitting outdated patterns with:

- A Mixed of uses.
- Better Quality Public spaces.
- More Walkable environments.
- Improved Transit service.
- A wider range of housing choices.
- Redevelopments that are closely connected to surroundings.



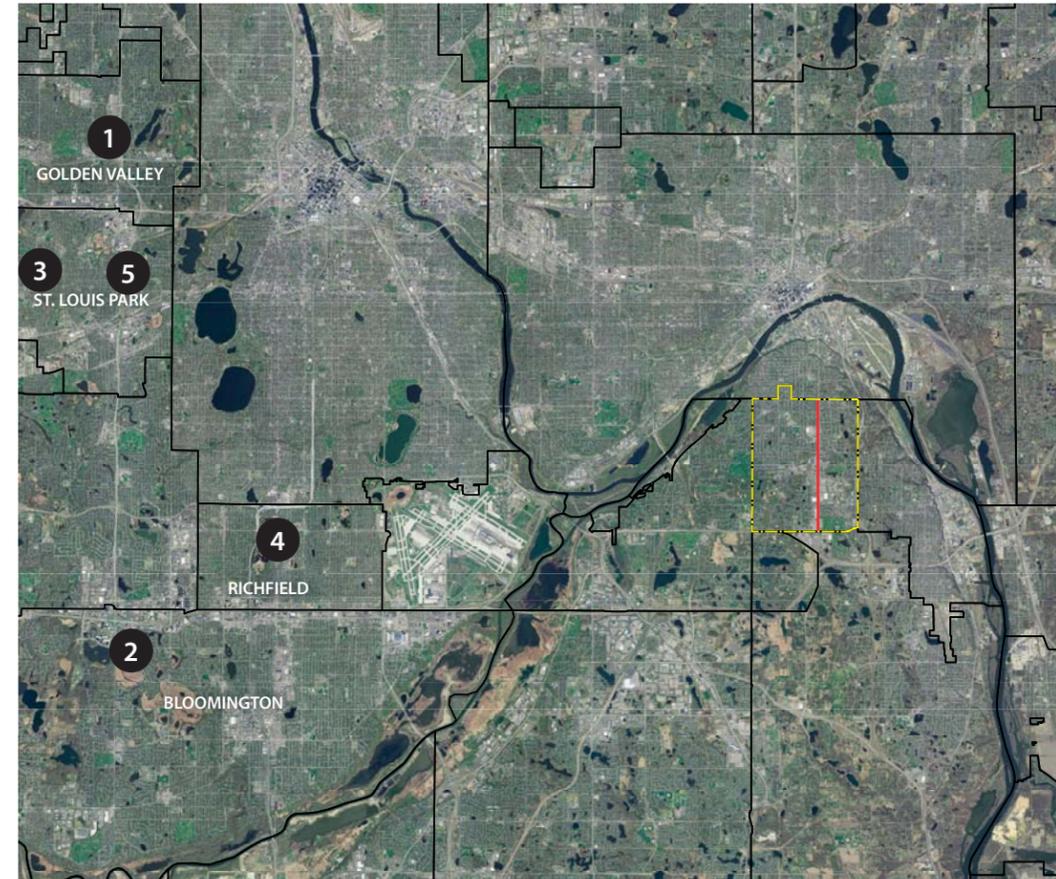
Town Square in Golden Valley



Figure 5.16 American Boulevard - Future Enhancements Concept



American Boulevard in Bloomington

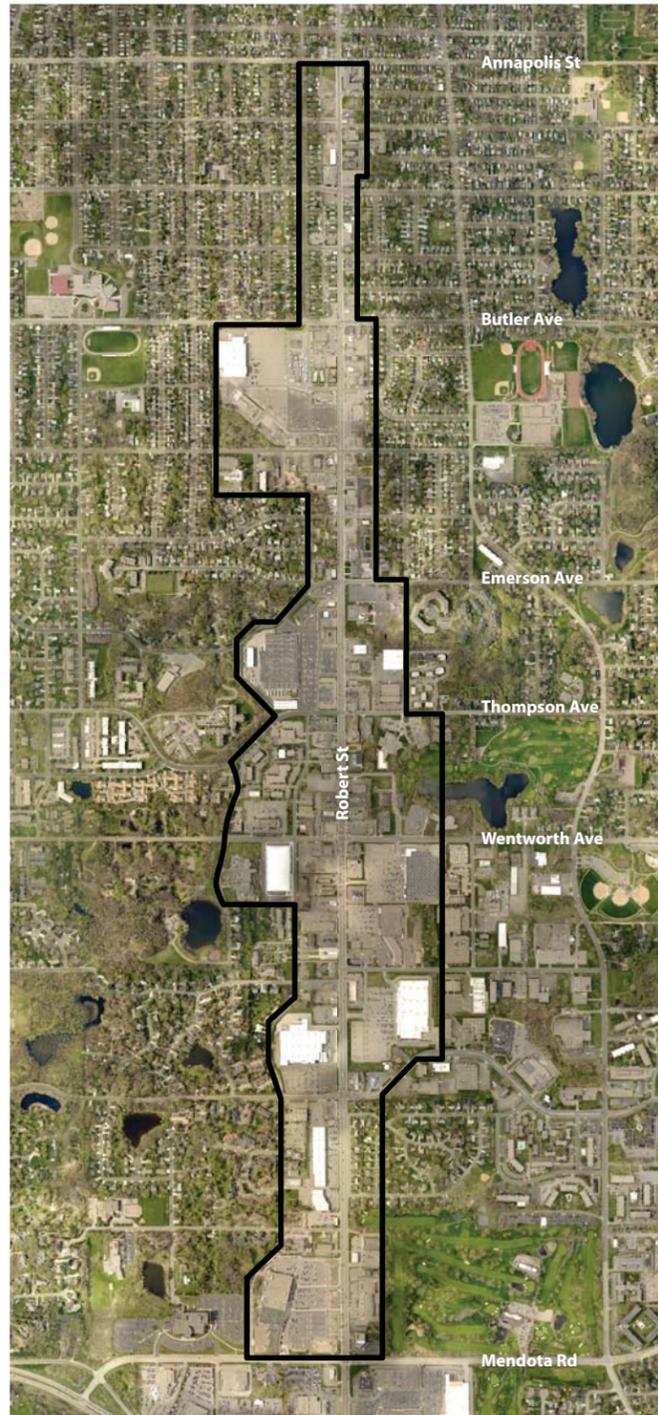


Excelsior & Grand in St. Louis Park

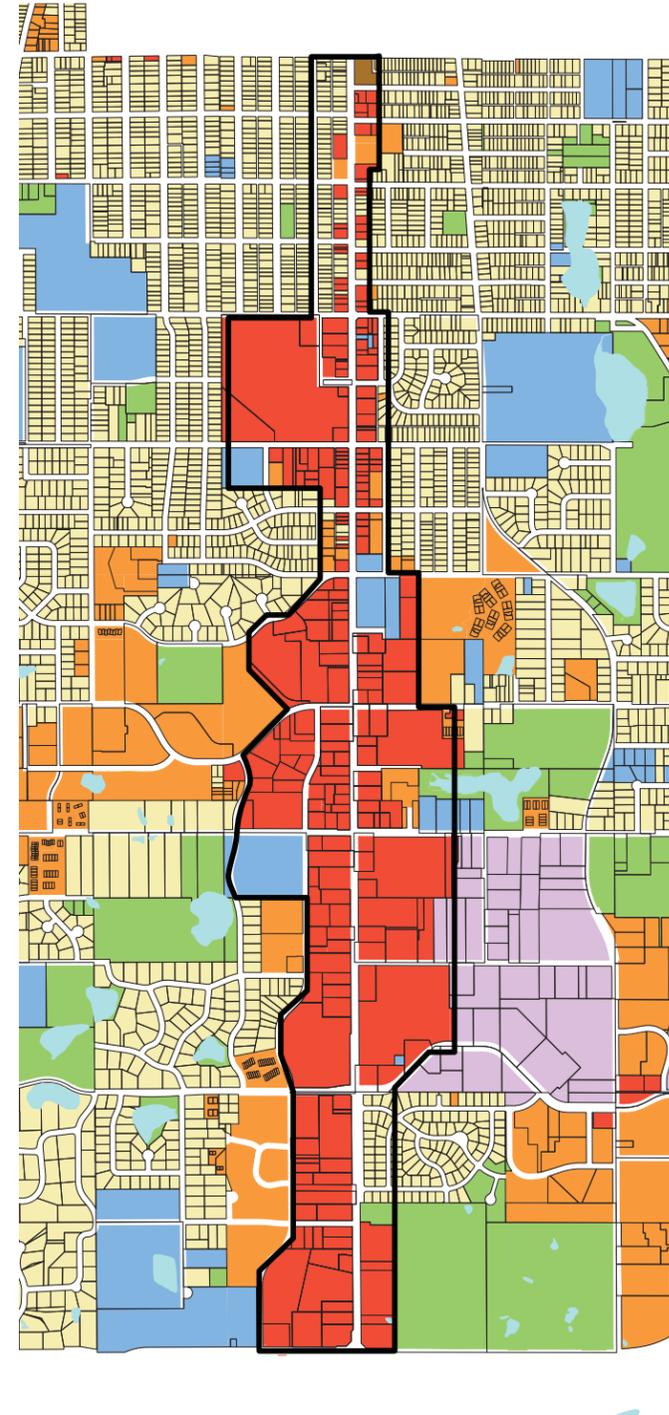


66th and Lyndale in Richfield

Site Layers



Aerial



Existing Land Use

85% of commercial land in the city is within two blocks of Robert Street. Most communities have about 5% of their land designated for commercial use; West St. Paul has 9%, which indicates that it is likely over-retailed. Indeed as one drives the length of the corridor, vacant properties and buildings can be found.



Buildings

Buildings along Robert Street are a loose arrangement of buildings that vary greatly in scale and pattern. Some buildings relate closely to their residential neighborhoods they abut, but others create an abrupt edge

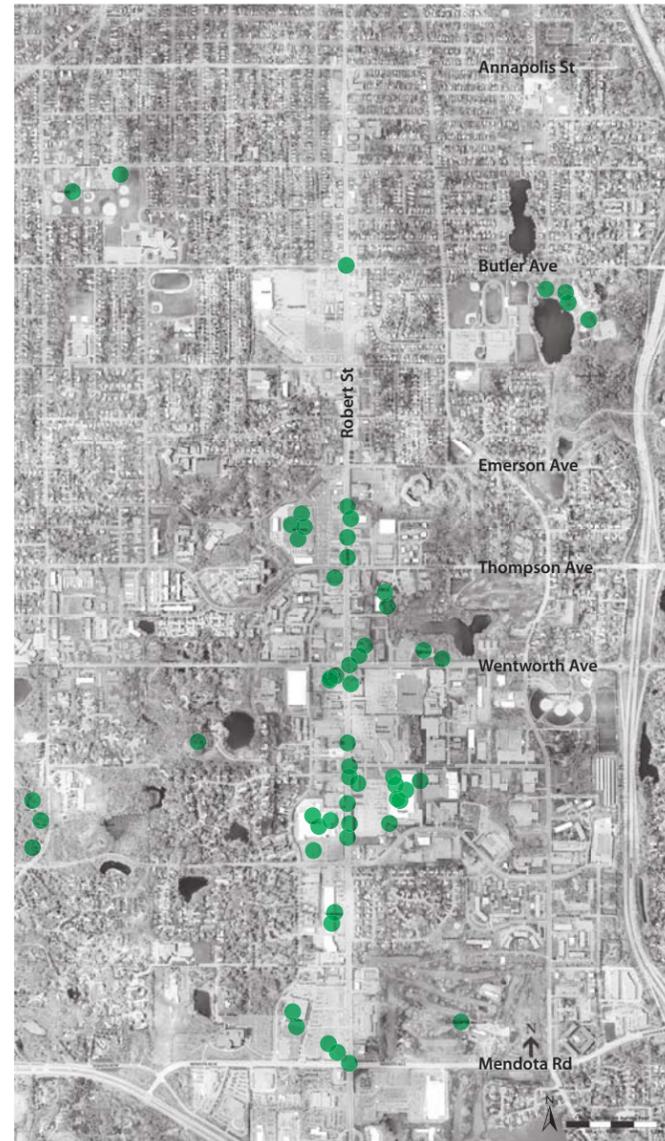


Parking Lots

Most of Robert Street was designed in an auto-oriented pattern. As a result, parking is the dominant land use. This pattern, while sometimes convenient for drivers, creates a hostile and unpleasant environment for others.

Community Perception of Site

The West St. Paul community was engaged in two public meetings in the planning process. At the first meeting, participants were asked to identify the corridor's areas of strengths, weaknesses, and priorities on maps with colored dots. The Project Advisory Committee was also asked to take part in this exercise; the consolidated results are shown to the right.



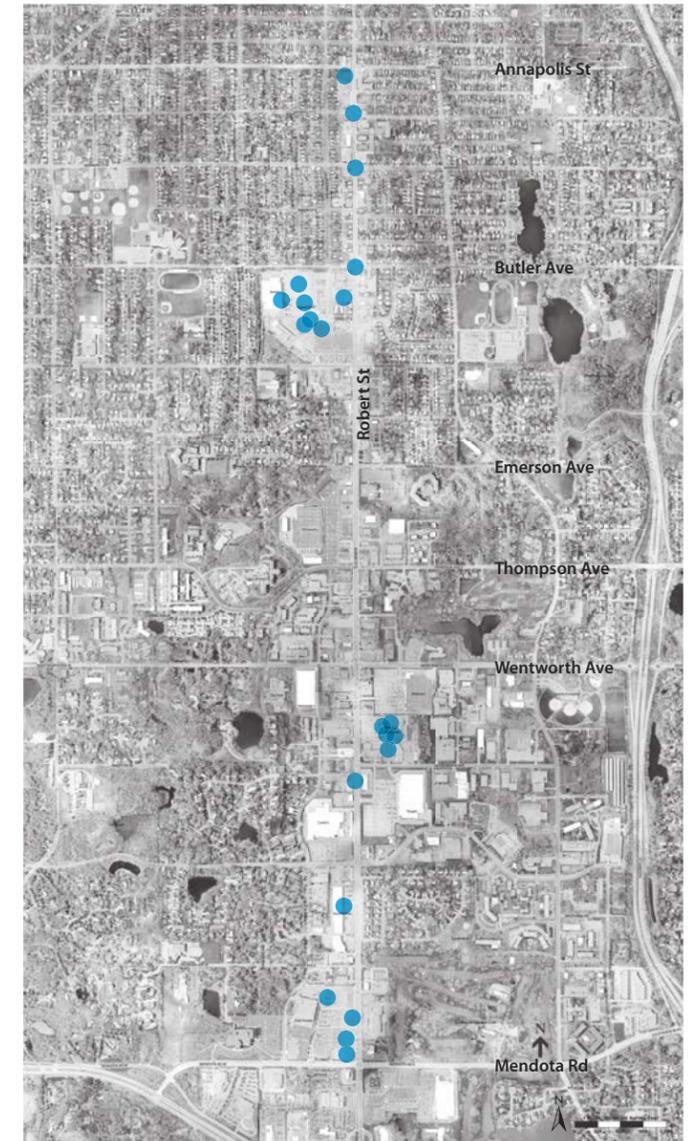
Strengths

Participants were asked to place green dots on places that they feel work well, are liked, or are assets to the community. The majority of strengths were identified within the lower half of the corridor, which corresponds to areas of recent development. In addition, the city's parks and open spaces were identified as strengths.



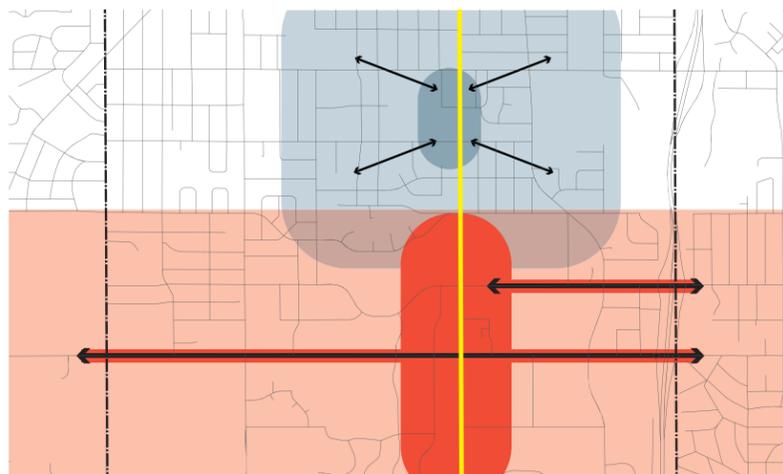
Weaknesses

Red dots were placed in locations that were seen as liabilities to the community, do not work, or are disliked. Weaknesses identified by the groups were more scattered along the length of the corridor but tended to focus around a few key areas: the northern few blocks, where a number of empty lots currently sit; on the Signal Hills shopping center; on the recently-vacated Rainbow Foods grocery store; and on the empty lots on the southern-most end of the corridor.



Priorities

In areas that are judged to be needing the most attention, or what should be top priorities for the community to improve, the participants placed blue dots. These closely aligned with those places previous judged as weaknesses.



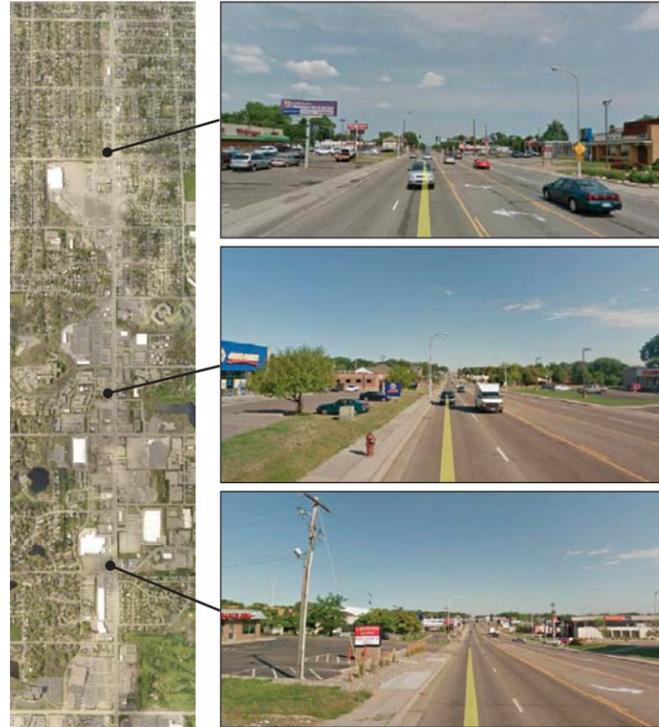
3. Framework Plan

Primary Issues

1. The Corridor Lacks Identity

West St. Paul has a number of memorable places that people identify with the city: the Wentworth Library, Dakota Lodge, and the Dodge Nature Center. These are places where the community can gather and celebrate. The Robert Street corridor, by contrast, has no places of significance of which citizens can be proud. Signal Hills Mall, prior to alterations to its layout in the late 1990s, was a beloved community place.

In addition, while it is obvious that certain portions of the corridor were built during different eras, there are no indicators that identify districts, nor are there distinguishable characteristics that create a cohesive look. Development looks much the same along the length of the corridor. Not only does this make it difficult for visitors to navigate, it does not inspire them to return.

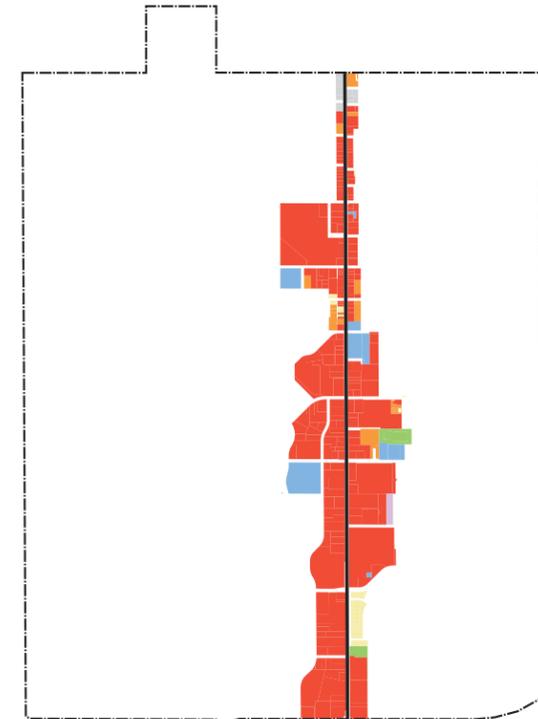


2. The Corridor is Over-Retailed and Lacks Business Diversity

West St. Paul has 9% of its land designated as commercial. Much of that land is retail. This presents a risk to the community because retail land use is notoriously volatile as the retail industry tends to reinvent itself every 10 years.

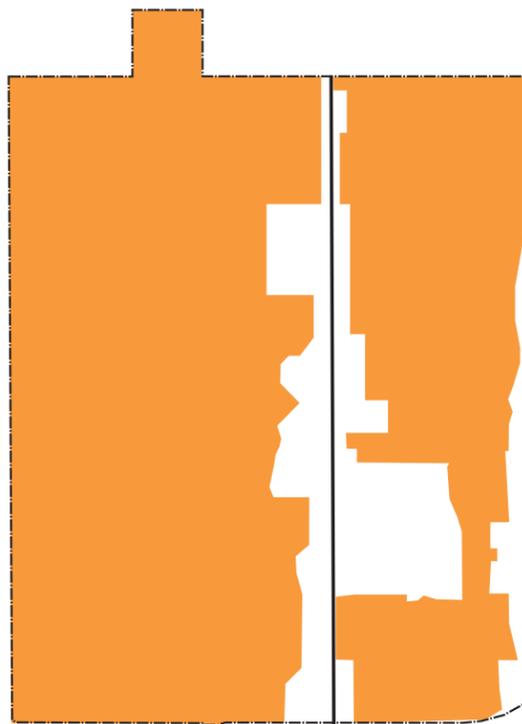
In addition, Robert Street lacks a balance of retail types; currently there is an over-abundance of some types of businesses (for example, auto parts shops) and a lack of others (such as sit-down restaurants). Because of this, residents must do some of their shopping in other communities. This is not only an inconvenience to citizens, it is also a missed opportunity for the City's economy.

The Plan creates a variety of environments along the corridor by adjusting land use patterns and introducing different amenities. These different patterns, will encourage a greater diversity of business.



3. The Corridor Physically Divides the City

Large tracts of single-use (retail) land physically divides the two halves of the City. The short distance between the two sides of Robert Street is exaggerated by the wide road, large properties, and infrequent signalized intersections. This makes it difficult for residents on one side of the City to enjoy the amenities on the other side.



4. The Corridor is Designed for Cars

The corridor was designed and built out at a time when most people used their personal car to get to daily activities of life. As a result, the current environment does not accommodate or encourage biking, walking, or transit use. Today's population demands more choices and an environment where one does not need a personal car to get around.



Goals



1. Create Identifiable Places

Identifiable places will help create a corridor that is memorable, recognizable, and organized. Without differentiation along the corridor, the corridor will not be unique and will not attract a range of investments.



2. Have a Balanced Mix of Retail and Housing

The Corridor needs a range of activities and uses to meet the increasingly diverse and varied populations of West Saint Paul.



3. Attract New Businesses, Residents, and Visitors

Attracting new residents and businesses to the community will keep West Saint Paul competitive and healthy. Growth is important to a strong tax base and high quality amenities.



4. Provide Places for Community Gathering and Entertainment

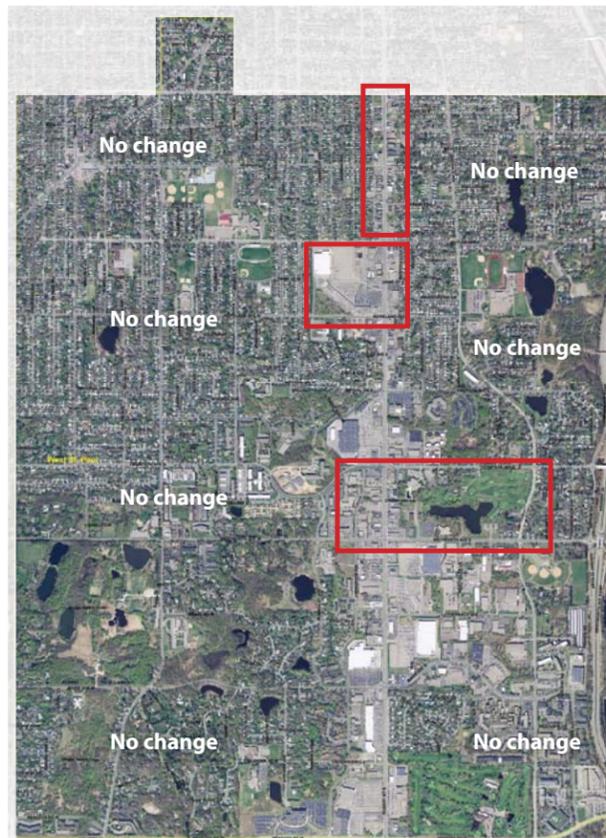
Providing places for gathering and entertainment helps create positive memories and strong social bonds. This will in turn increase loyalty to the community and help differentiate Robert Street from other corridors in the region.



5. Make it Safe and Attractive to Get Around on all Modes

A transportation system that allows more people more ways to access the businesses on Robert Street will support the creation of a strong local economy.

A Suburban Community with a few Urban Places



West St. Paul is a suburban community. Even with the Met Council's growth projections, much of the community will retain its existing character with quiet streets and single family homes. This Plan targets three locations along the corridor where the community can absorb growth, create a sense of place and provide a new housing and retail choices.

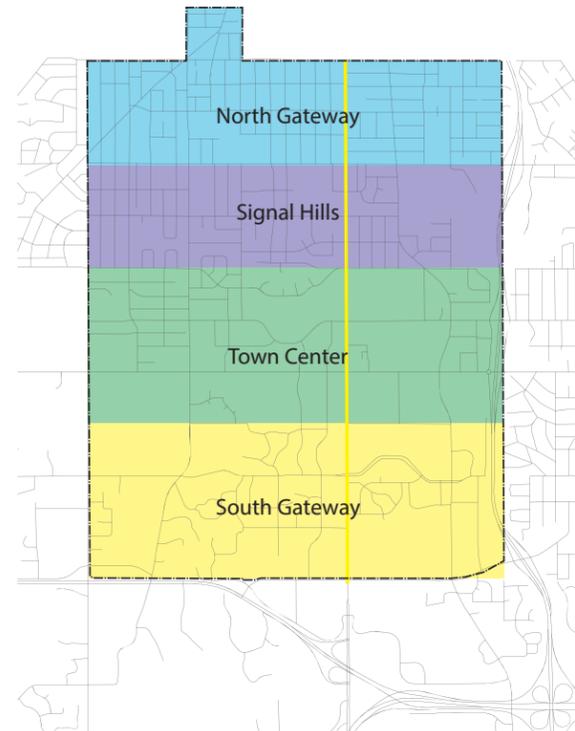
By directing growth to these locations, the Community will be able to both attract new residents and offer new amenities while at the same time preserving the quality of suburban community.

<u>Suburban</u>	→	<u>Urban</u>
Quiet	→	Lively
Predictable	→	Changing
Familiar	→	Cosmopolitan
Place to Stay	→	A place to try
Casual	→	Urbane

Frameworks

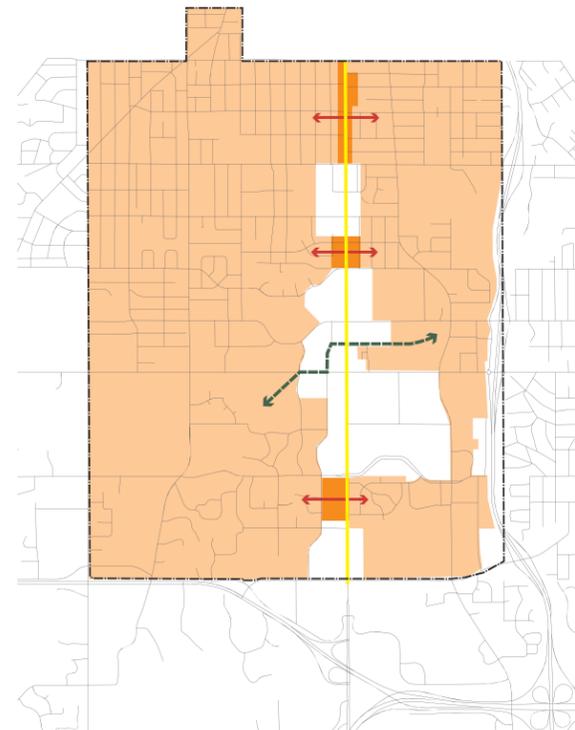
1. Four Neighborhoods

The Plan recommends creating four different neighborhoods along the length of the corridor. The neighborhoods would have distinct names, characters, boundaries and identities. This will offer clarity and direction for potential investors. Residents will develop ownership and affinity towards their specific portion of Robert Street and visitor will have an easier time navigating the corridor because it will become more legible and memorable.



3. "Bridge" Robert Street

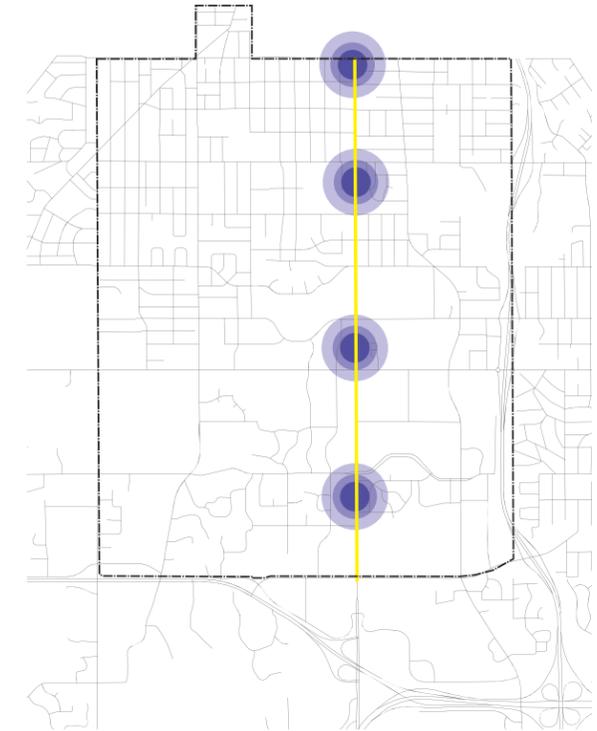
In order to connect across Robert Street and unify the community every effort should be made to bridge Robert Street. This can happen in many places and many ways. Improved intersections, buildings that face each other, underpasses and overpasses in appropriate locations are some of the ways the City can "bridge" Robert Street.



2. Mixed Use Places

As West Saint Paul grows, the Plan recommends 4 locations where the City can develop mixed use places that are served by transit, walkable, and have high quality public spaces and amenities. These four places will contain a mix of uses and each would have a different character and customer base.

These four specific interventions will represent significant departures from the current pattern of development. They will require a change in development regulations, and active public participation and investment. They will be responsive both to the current population of West Saint Paul as well to the potential future population of West Saint Paul.



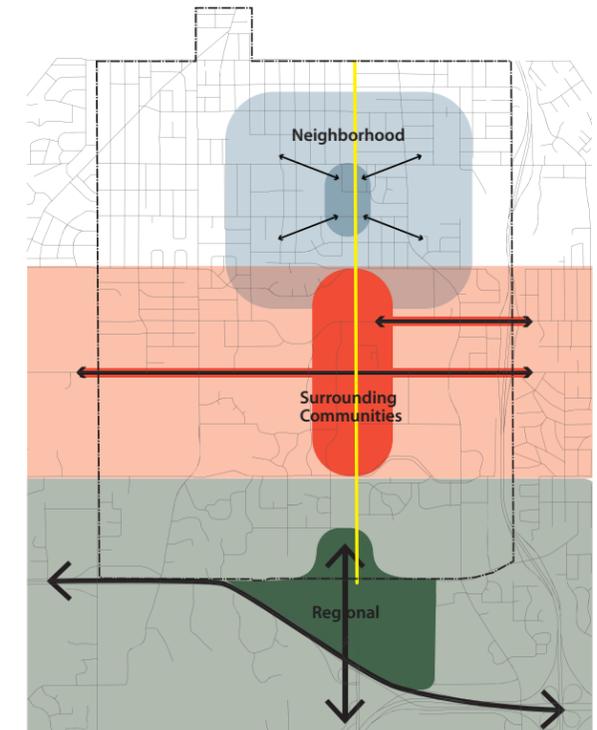
4. Organize and Reinvent Retail

In general, to remain competitive all retail has to reinvent itself every 10-20 years. This is true of an individual store as well as an entire district. If it does not reinvent itself to meet the rapidly changing demands and preferences of customers (locally and regionally), it eventually dies.

This Plan recommends a reinvention and reorganization of retail along the corridor so it is more responsive to the local and regional customer base. Retail uses along Robert Street should be organized so they complement each other and do not compete against each other. The northern portion of Robert Street will have a limited amount of retail and will be primarily locally oriented.

In the mid-section, retail should serve the community but it can also draw customers from surrounding communities (Mendota Heights, South Saint Paul) via the cross streets of Wentworth and Thompson Avenues.

The south third of the corridor has excellent access to regional roadways such as 110 and I-494. This portion of the corridor should attract regional retailers that draw from all of Dakota County.



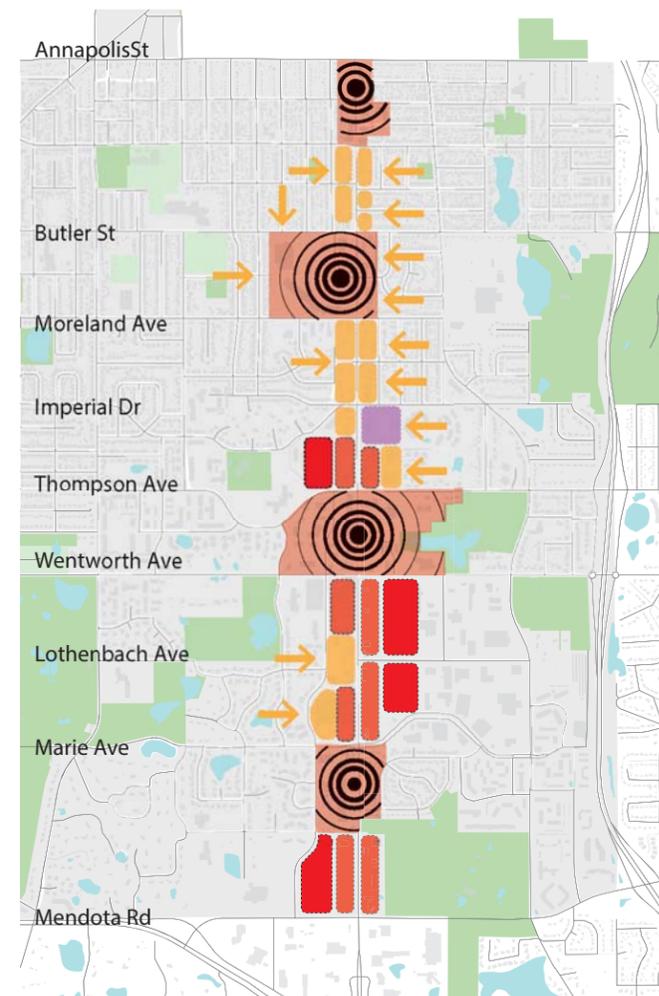
Overall Structure of the Corridor

This Plan recommends minor and major adjustments to the development patterns along Robert Street. The Avenue developed over the past 50 years as the backbone of the community. With reconstruction of the street itself to be completed in 2017 it is a critical time to look at how the corridor functions and to ensure the future development patterns along the corridor are in alignment with the aspirations of the community and potential of the marketplace.

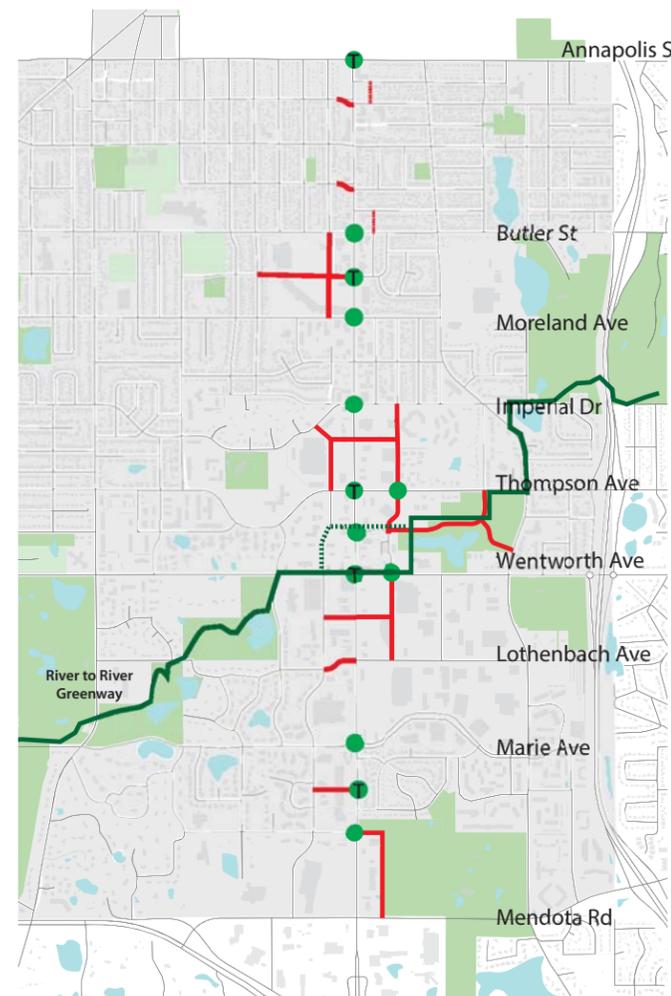
The Plan recommends consolidating and condensing retail at key locations, introducing residential along the corridor and creating mixed use nodes where larger redevelopments occur.

Robert Street should remain the primary street, however it is critical to support Robert Street with additional street and alley connections that will allow the properties along Robert Street to redevelop in a more consistent manner. The plan recommends several important street links as well as priority areas for developing improved pedestrian connections across Robert Street. These occur primarily at the locations designated as nodes.

Development Patterns and Land Use



Transportation and Access Improvements



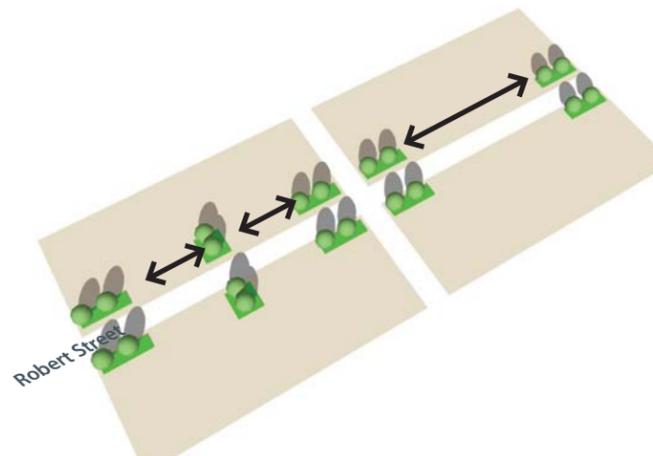
-  Opportunities for mixed-use nodes that integrate retail, housing and public open space.
-  Opportunities to introduce housing onto Robert Street.
-  Opportunities to organize and condense retail so it is more accessible and pedestrian friendly.

-  Transit node.
-  Locations to improve pedestrian crossing of Robert Street.
-  Approximate locations of new connections.

Design Principles to applied throughout the Corridor

1. Create Pedestrian Refuges along Robert Street

Robert Street will remain a heavily travelled street. It will also remain a street that has parking lots facing the sidewalk along much of it's length. Given this condition, the goal should be to break up the auto dominated environment with refuges along Robert Street. By reducing the exposure of the parking lots to the sidewalk and creating comfortable places on each end of the parking lot, the pedestrian experience can be greatly improved.

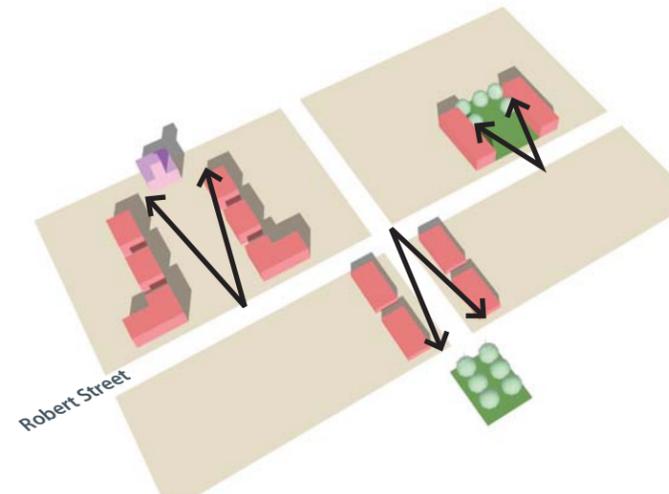


A Zoning Code can implement these principles by:

- Requiring parking lot exposure to sidewalks to be no greater than 180' on Robert Street and 60' on other Streets.
- Requiring high quality screening/buffering along the edges of parking lots.
- Requiring plazas or similar spaces at the ends of parking lots and in front of buildings.
- Requiring sidewalks to be a minimum of 10' wide and for them to be protected.
- Requiring a certain amount of the front lot line to have storefronts that activate the sidewalk.

2. Create Windows into the Community

New development along Robert Street should seek opportunities to create perpendicular views from Robert Street into the community and into new developments. This can be accomplished through streets, parks, or courtyards. While Robert Street remains a busy but improved street, more human scaled and active spaces that are sheltered from Robert Street can be created along these perpendicular axis.



A Zoning Code can implement these principles by:

- Limiting the size of the block face along Robert Street.
- Requiring perpendicular streets to have a public space purpose.
- Defining a street type for new developments in which mixed-uses are permitted.
- Requiring sites greater than a certain size to have a certain amount of usable public space.

3. Provide streets that effectively transition from the neighborhoods to Robert Street

The neighborhoods and Robert Street have been developed as separate places without connections between them. The approach has been to create buffers between the two areas, not connections. Whereas buffers are important at times and in locations, by integrating the two areas more carefully residents will be better able to access the retail and commercial services and the business will be able to better cater to the needs of residents.. A new transition zone that integrates single family neighborhoods and retail oriented to Robert Street can include small neighborhood services and retail as well as housing for people who want good access to transit and to walk to businesses.

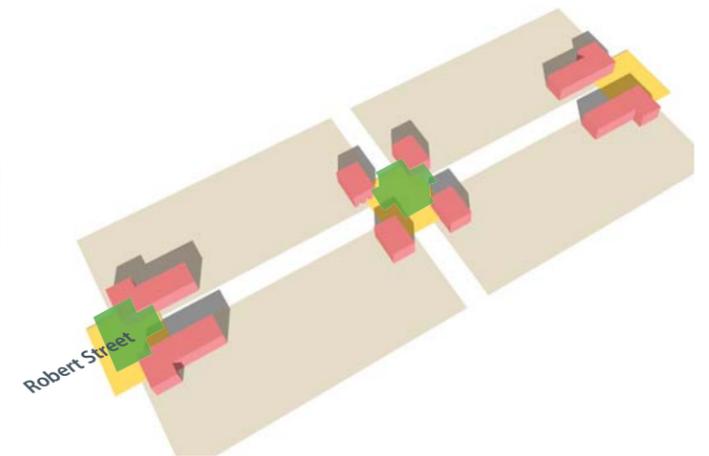


A Zoning Code can implement these principles by:

- By defining new street types that allow a mix of uses.
- By creating maximum block size or block perimeter.
- By requiring that new developments do not preclude the possibility of future neighborhood connections.

Anchor the Corners

New development along Robert Street should anchor the corners of each block. Main corners are the most visible and accessible locations for pedestrians because they have controlled and safe street crossings. New Buildings that anchor the corners will also help create a rhythm to the street which will in turn help people orient themselves and navigate the corridor to landmarks.



A Zoning Code can implement these principles by:

- Mapping build-to zones at key corners on a regulating map.
- Requiring buildings to be a minimum height at corners.

Site and Building Design

The Plan recommends organizing development patterns by emphasizing form of the development over the use of the site. Use remains a consideration, but the design and form of the project should take precedence since it has a more direct relationship to how the public experiences the site and how the site impacts the community.

Form can be managed by defining Street Types, Building Zones, Major / Minor Facades, and Building Types and Articulations.

Street Types

Street Types are defined in two ways. Firstly, they have specific dimensional considerations. These dimensional considerations include lane widths, landscape areas, sidewalks, and other elements that the public is responsible for in the right of way. The Plan recommends a thorough review of existing municipal guidelines and standards of public streets. New Streets in West Saint Paul (primarily those built on larger sites during redevelopments) should adhere to these standards. This is an opportunity for the City to ensure that new streets are designed to balance the needs of all users.

Secondly, Street types are defined hierarchically as either A Streets or B Streets. "A Streets" are those that will and should have the most pedestrian traffic on them. This informs how a particular site is designed and developed. If a property has frontage along an "A Street" greater attention should be given to creating a pedestrian - friendly design by regulating driveway and parking locations, building placement, landscaping, building design, location of front door, etc. "B Street" are secondary streets. They have a greater service and vehicular access role than "A Streets." There should be more flexibility with their location and design.

"C Streets" are similar to alleys or private through lanes. Their primary role is to provide access and service to properties. They are the preferred location for driveways, dumpsters, service entries, back doors, and mechanical equipment. "C Streets" are typically narrow and have very little pedestrian traffic on them.

Build to Zones and Yards

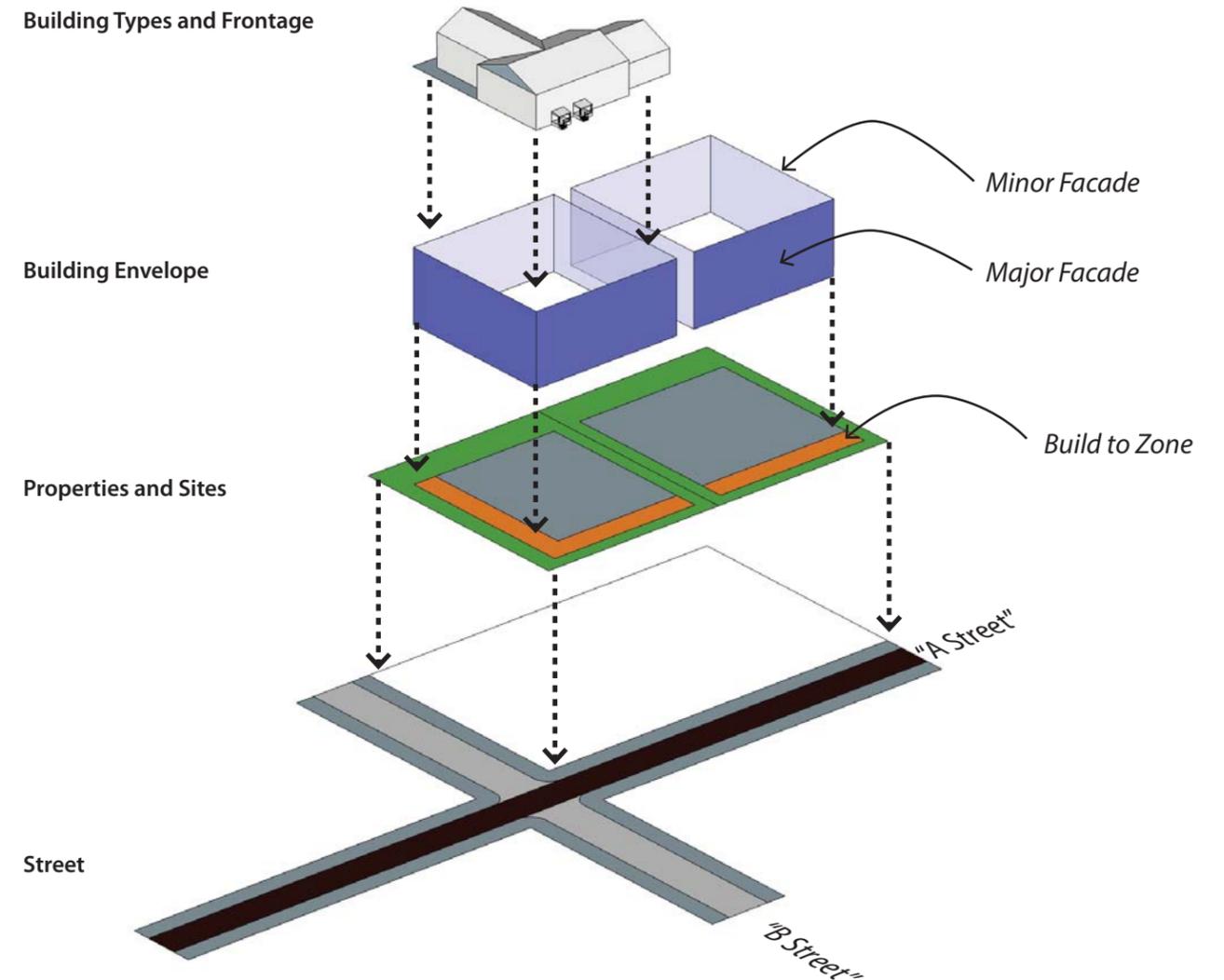
"Build-to Zones" are established to ensure a coherent and predictable built environment. They govern the location of building facades and open spaces. Build-to Zones are the areas of a site, relative to the property lines, that a building facade must occupy. Build-to Zones help create enclosure of the public realm by ensuring the vertical plane of a building is in appropriate location.

Yards and Frontages are the parts of a site that create a deliberate transition from private buildings to the public property line. Yards have a specific (range of) dimensions and are also used to manage location of parking, mechanical equipment, etc. Frontages are the architectural component of transitioning from building to sidewalk.

Major / Minor Facades

Each building will have one or more Major Facade and several Minor Facades. Similar to A Streets and B Streets, the designation of Major and Minor facades creates an intentional hierarchy that regulates aspects of the building design such as materials, windows, amount of transparency, etc.

Defining Major and Minor Facades allows designers and developers to direct their attention and value on the parts of the building that most directly impact the public realm.



Street Types and Vehicular access

The Streets and Access Plan on this page designates existing and future streets and alleys. The purpose of the Street Plan is to prioritize certain streets to be more pedestrian friendly than others. This is accomplished by using the street designation to organize elements such as vehicular access, frontage standards, and parking lot location/size.

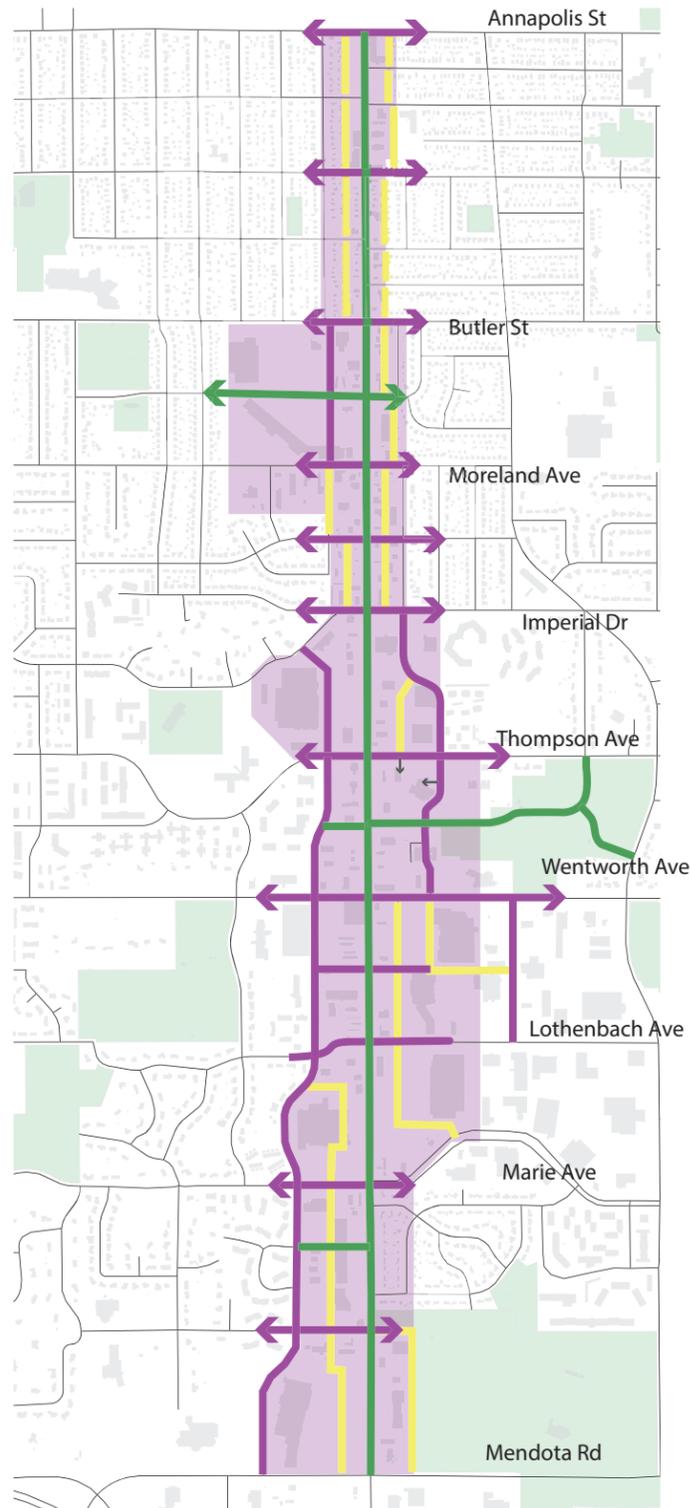
In general, parking lots should be accessed from alleys or an internal rear drive wherever possible. If a property does not have access to an alley then primary vehicular access must be on a "B Street". In order to reduce the amount of pedestrian interruptions, driveways should not be spaced closer than 400' on any street. Where possible, driveways should be shared between adjoining commercial properties. In addition, commercial parking lots should be connected on their north and south sides to adjacent commercial parking lots.

If a property has no B Street or alley access then one vehicular access is permitted on the A Street Frontage. This access should be designed as a driveway with the pedestrian sidewalk extending across it.

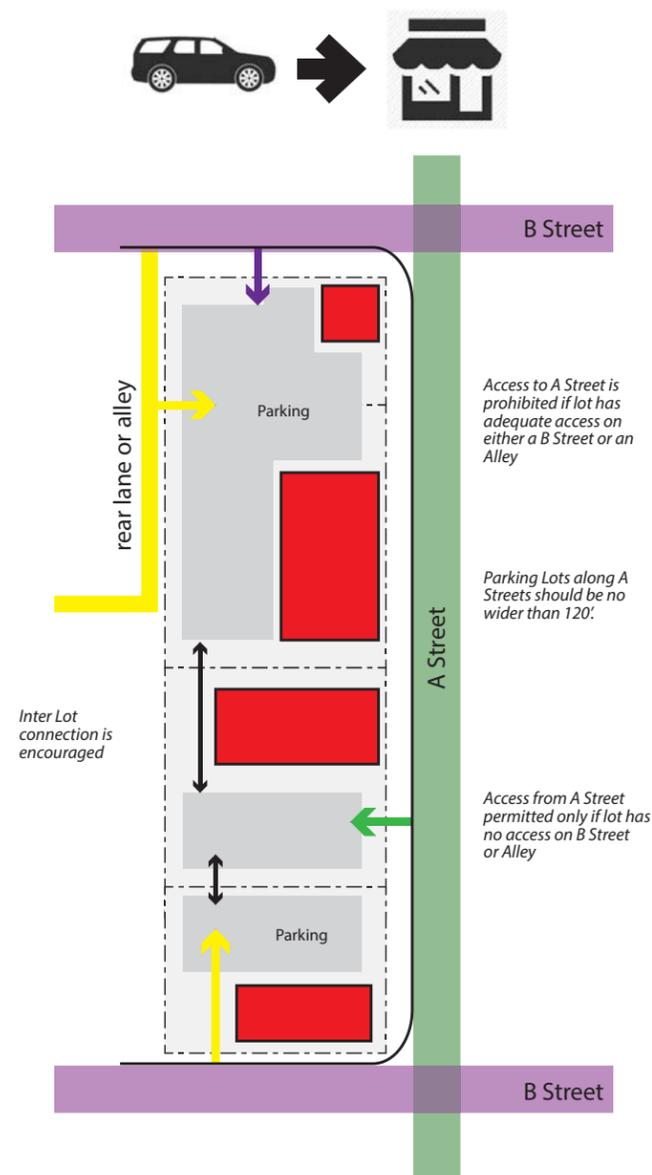
Driveways should be no greater than 24' in width.

Inter Lot drives between two parking lots are highly encouraged as a way of connecting commercial properties. This will reduce the conflicts on the public streets while still providing efficient access between properties

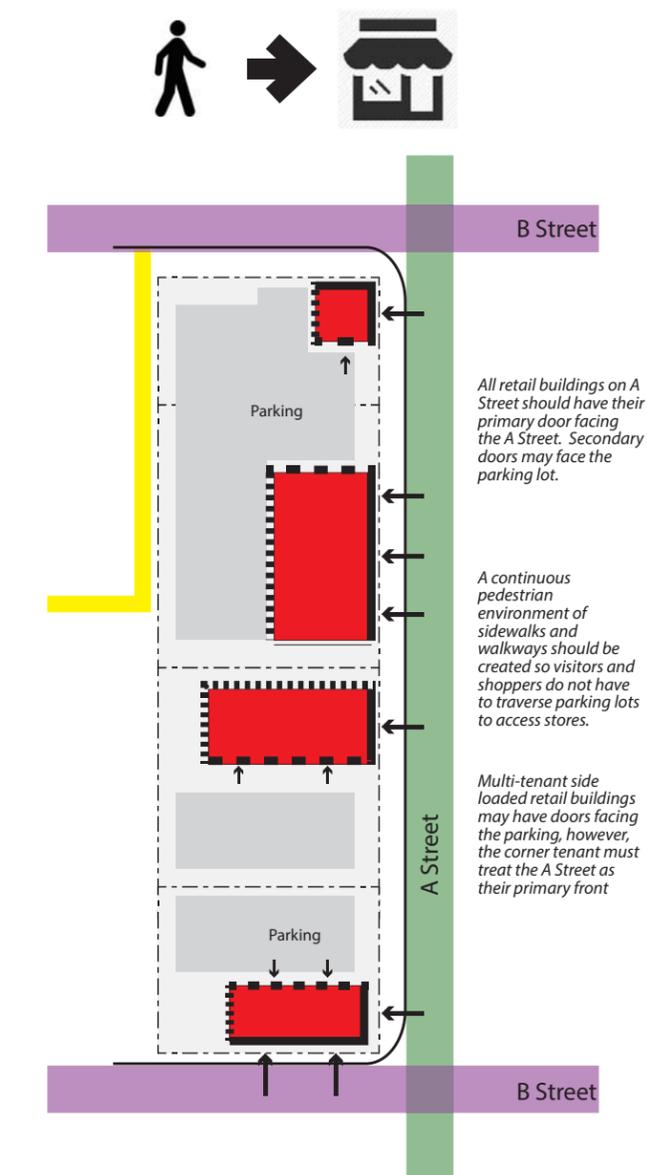
	A Street	Vehicular driveways discouraged, pedestrian access encouraged
	B Street	Vehicular driveways encouraged Pedestrian access permitted, but not encouraged
	Drive lane or Alley	Vehicular driveways encouraged Pedestrian access discouraged



Vehicular Access to Retail Parking Lots



Pedestrian Access to Retail Stores



Facades and Materials

Building designs on Robert Street should be durable, simple, and human scaled while always enhancing the pedestrian experience throughout the corridor.

Simple - buildings they should be well organized and easy to understand through repetition, regularity, and clear hierarchy. The underlying structural bay should be expressed in the composition of the building. They should have a single dominant material and a limited palette of accent materials that provide interest and pleasing compositions.

Durable- Buildings should be built with a life expectancy of at least 30 years by using contemporary materials that are proven to withstand the climate in West Saint Paul. Careful attention should be given to assembly of materials, water protection, salt impacts at the base and other conditions that tend to degrade the quality of a building over time.

Human Scaled - All buildings should be scaled for people. Whereas visibility from a distance may be necessary for some buildings along the corridor, the design of the ground floor of all buildings should defer to maximizing the comfort of people on foot. New buildings, adjacent to single family homes, should be designed to minimize potential negative impacts from shadowing.

Materials

In order to simplify building design and ensure it's durability,



each building should have a single major material that covers at least 60% of its facade (not including windows and doors). This material should be either stone, brick, architectural metal panels for non residential buildings. Wood clapboard or hardiplank is acceptable as a major material for residential buildings.

The remaining 40% of the facade (not including windows and doors) can be covered with minor materials such as fiber cement, concrete masonry units, cast stone, vinyl for trim and soffits, curtain wall, and cement based stucco.

Windows and Doors

Windows and doors have a major impact on both the composition of a building and its performance as a pedestrian friendly object. They offer a human scale element tot the building and can convey the function and use of a building. In addition, doors and windows on the ground floor offer the opportunity to animate the public realm with human activity. This creates "eyes on the street" and supports basic public safety.

The facades of Non-residential buildings facing "A Streets", should be composed with as much transparency as possible. No less than 60% of the ground floor of any building adjacent to a sidewalk should be comprised of transparent windows and doors.

Awnings

Awning are critical to creating a comfortable pedestrian environment on a retail or mixed use street. They provide weather protection for pedestrians, they defend against glare, and they offer opportunity for integrated signage.

All storefronts and retail windows should have awnings that are functional and are integrated with the design of the building. Like the building, they should be durable - made of metal or canvas.



Storefront Frontage



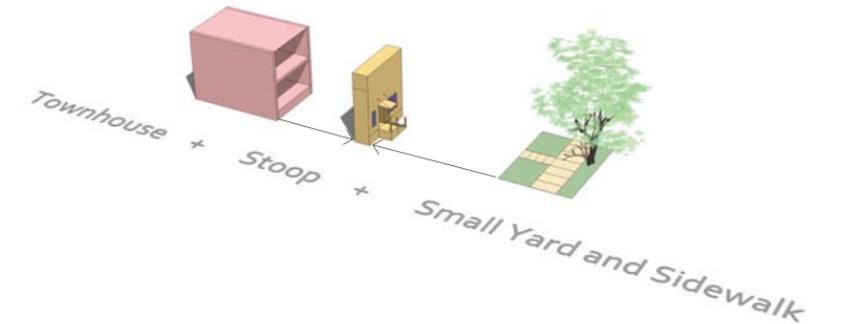
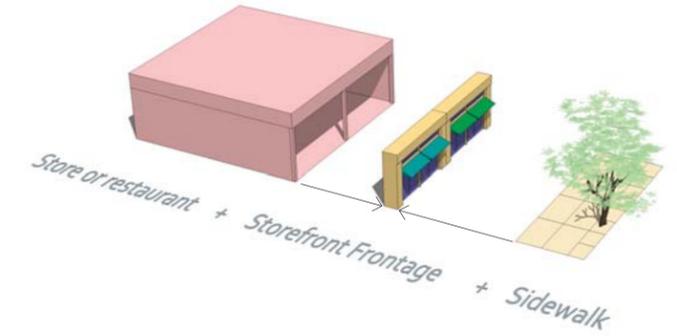
Stoop Frontage



Common Entrance Frontage



Forecourt



Site Development Standards

Clear pedestrian connections from surrounding streets to the fronts of all buildings.

Landscaped islands to provide shade and/or manage stormwater

Parking lots on Robert Street a maximum of 120' wide
Pedestrian refuges at each side of the parking lot to make a comfortable pedestrian experience

Clear pedestrian connections from surrounding streets to the fronts of all buildings.



Perpendicular views into the site terminated with prominent architecture

10' of landscaping between sidewalks sides of buildings

Continuous drive aisle that connects to adjacent parcels and streets

Parking lots designed as rooms with well defined edges

10' of landscaping between parking lots and sidewalks

Residential uses set back 15' from sidewalk but

Retail outbuildings built close to the front property line with commercial storefronts facing the perimeter of the site

Same Buildings Different Results

Townhouses



- Doors at grade, and no transition to the sidewalk.
- Less durable materials and no distinction between the base and the middle of the building.



- Front door raised slightly onto a stoop.
- Clear transition from the door to the sidewalk. Durable building materials .
- and clear distinction between base middle and top.

Side Oriented Retail



- Building is set at the level of the rear alley, not the A Street.
- No direct pedestrian access from the Street to the doors of the retail shops.



- The building is set at elevation of the A Street.
- Outdoor space is closely connected to the indoor space and it creates a "pedestrian refuge" in front of a parking lot.

Conventional Strip Shopping Center



- Drive aisle in front of stores is a fire lane with no parking for customers.
- Sidewalk is too narrow for two strollers to pass.
- Singular architecture relies on signage and awnings to distinguish stores.
- Most durable material (brick) is applied only to the front of the pilasters.



- Convenient parking in front of the store.
- Generous sidewalk can be used for sitting, and landscaping.
- Buildings vary in width and material to create a human scale environment. Durable materials throughout the entire building.



4. Character Districts and Target Areas

North Gateway: Annapolis to Butler

Existing Conditions

The North Gateway is located at the north edge of West Saint Paul, The area borders Saint Paul to the north. Most of the area was developed over 50 years ago. The development pattern is relatively urban - with a regular pattern of blocks and streets that extends to and across Robert Street. Originally this area had a mix of retail and housing that served the surrounding community. However, over time, the properties and buildings declined. Retail was replaced by new developments further south and housing declined due to the impacts of an ever increasingly busy and heavily trafficked street.

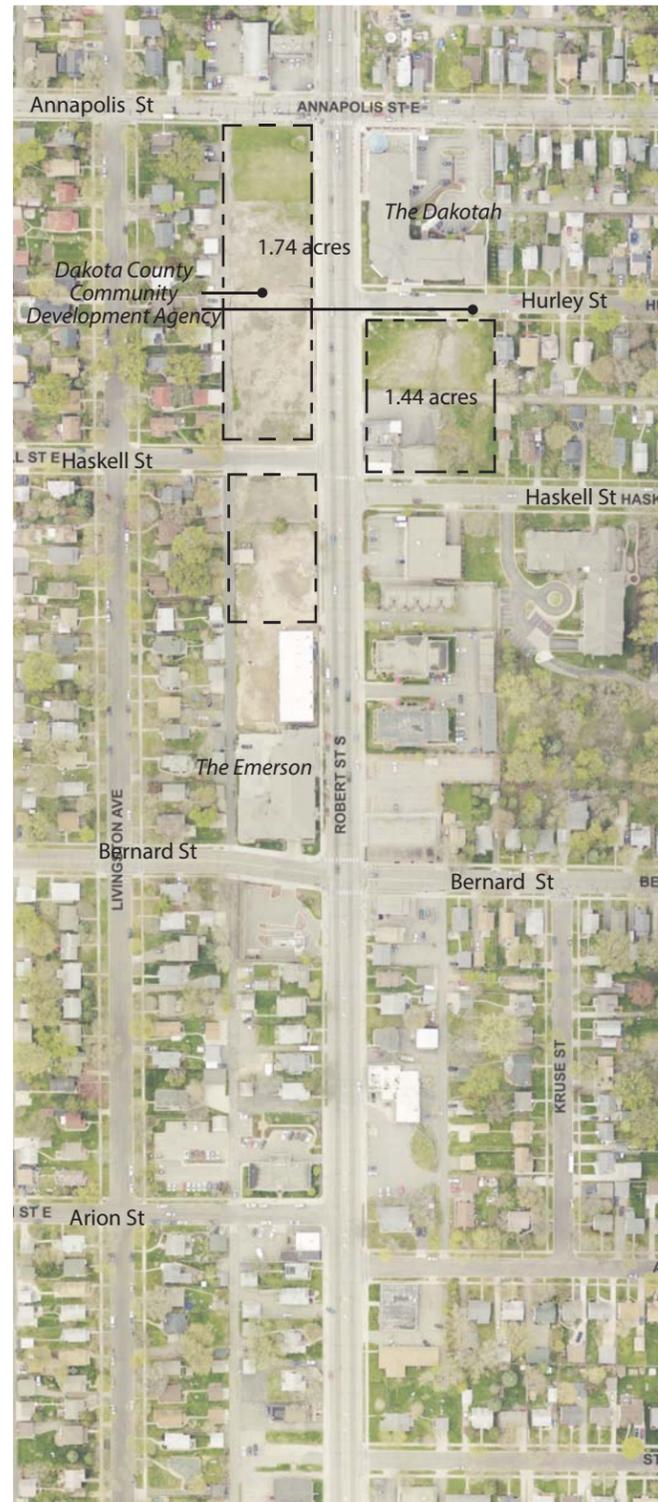
Over the past ten years, the Dakota County Community Development Agency purchased several properties along Robert Street. Today the properties are vacant and being prepared for development.

Since 2000 the North Gateway has had a few successful redevelopments. The Dakota is a 59 unit senior housing project at Annapolis Ave and Emerson Hill is a 35 unit property located at Bernard St. and Robert Street.

Currently, Robert Street is under reconstruction. The new Robert Street will be 4 lanes with no on-street parking. A continuous median will restrict left turns at Hurley St. and Stanley St. and Haskell St. will be realigned to a more appropriate 4 way intersections.

Robert Street is not flat in this location. Robert Street drops approximately 20-25 ft. from Bernard St. to Annapolis St. This slope does not render redevelopment impossible, but it is a consideration when creating human scaled and pedestrian friendly developments.

A continuous alley runs behind properties on the west side of Robert Street. Most of the properties on the east side of Robert Street have direct access to their respective side streets.



Existing Conditions



Aerial View looking southwest



Eye level view on Robert St. looking towards vacant parcels between Annapolis St. and Haskell St.



Eye level view on Robert Street looking south towards Annapolis

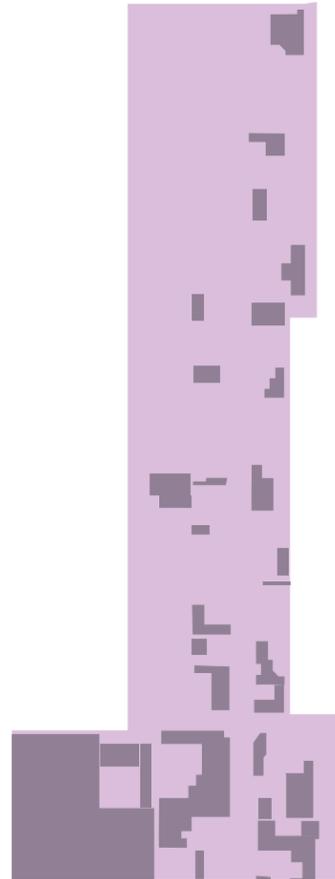
North Gateway (cont'd)

Analysis



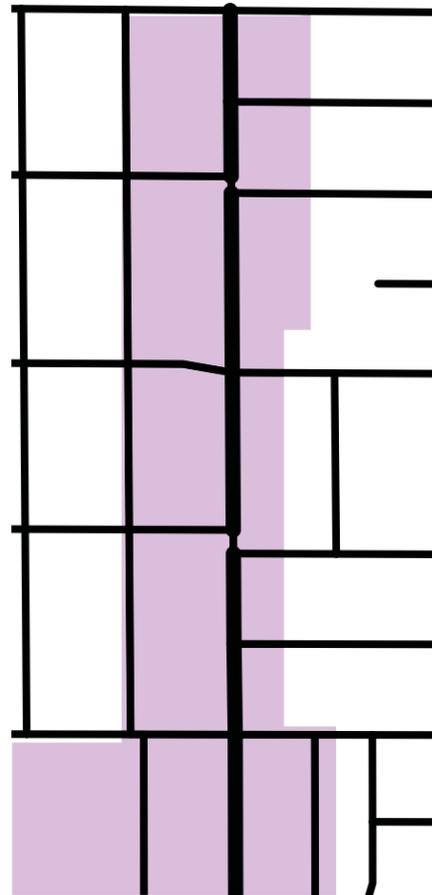
Land Use

Due to the area being in transition, the land uses along the corridor are not consistent. Small commercial uses are scattered amongst housing.



Parking

Parking lots are generally small and disconnected, and facing Robert Street.



Streets

The surrounding street grid extends across Robert Street creating regularly spaced intersections.



Buildings

The area has generally been developed with small single family detached homes. Along Robert Street there are a few retail service buildings as apartment buildings.

Market Summary

Multi Family Housing

- Area is centrally located with relatively easy access to the regional highways and downtown Saint Paul.
- Reconstruction of Robert Street will create a safer pedestrian environment and a more appealing environment to invest in housing.
- Traditional target markets for multi-family housing (larger <35 yrs; > 65) are growing rapidly.
- Met Council forecasts most new growth to occur in the core and first ring suburbs.
- Vacancies are very low (<3%) and rents have been rising steadily in response to constrained demand.
- The market area has not experienced the same housing construction boom as others in the region. As a result many of the competitive properties are dated and lack many of the amenities desired.
- Ownership forms of multifamily housing are starting to recover, but would need to recover more in order to support new construction.
- There is demand for multi-family housing through 2020 for 70 units of market rate rental, 200 units of affordable housing and 50 units of townhouses / condominiums.

Retail

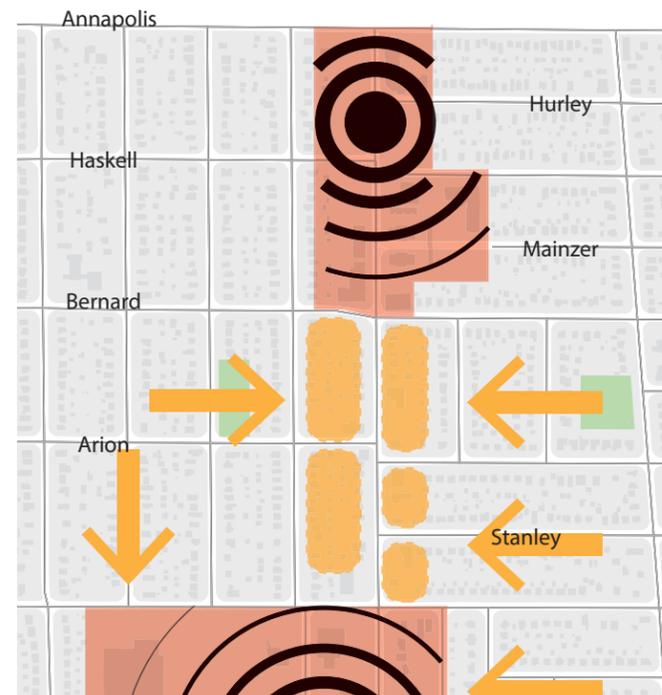
- Properties on Robert Street are 140' deep which creates a challenge for on-site parking.
- The Gateway area is accessible by foot and bike, but it's trade area is relatively small due to low volumes of traffic on the cross streets.
- Recent attempts to fill retail in the Gateway area have been unsuccessful.
- The success of large scale retail south on Robert Street suggests small scale retail that serves local customers may be supportable.
- Incomes in the retail trade area are nearly 30% below the metro average. But density is generally higher than other parts of the community.
- If the pedestrian environment can be improved and the area can be amenitized the trade area can support up to 12,000 sf of new retail.
- Any new retail should be located at an intersection so it can capture cross traffic.

North Gateway (cont'd)

Corridor Recommendations

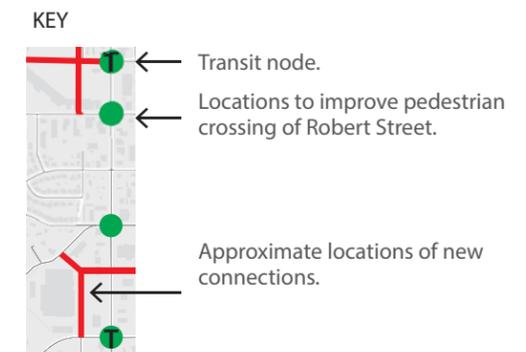
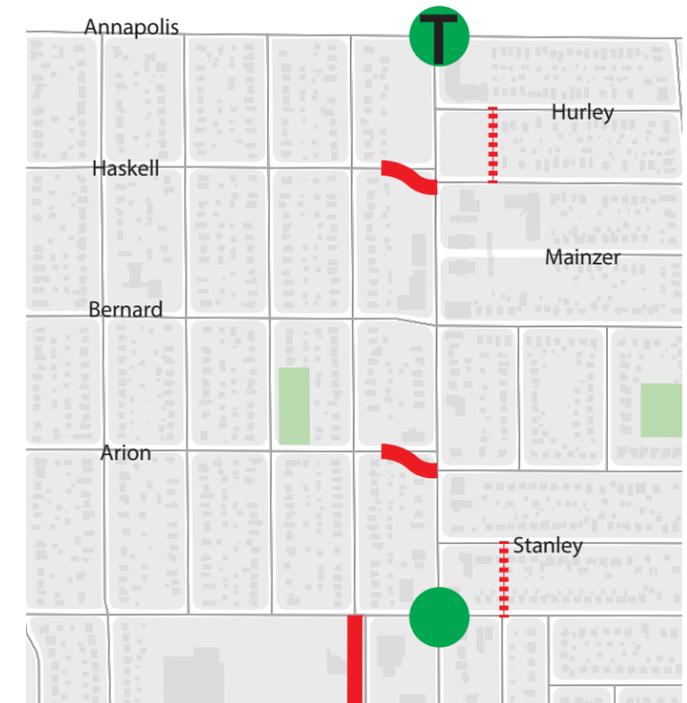
Land Use and Urban Design Recommendations:

- Transition land uses along both sides of Robert Street to primarily mid-density housing (3-5 stories) that face Robert Street and create a favorable pedestrian experience.
- Target new housing to residents of West Saint Paul who are looking to move out of their single family homes or relocate within the City.
- Pay special attention to the scale of new housing on Robert Street and how it transitions to the neighborhoods to the east and west.
- Focus retail / restaurant uses at one location - the corner of Annapolis and Robert Street. Discourage retail elsewhere until it succeeds at Annapolis. Locate additional retail next to successful retail. Coordinate parking in the rear of the lot.



Transportation and Access Recommendations

- Align Haskell and Arion across Robert Street to improve connectivity between neighborhoods on both sides of Robert Street.
- Create a continuous alley behind properties on the east side of Robert Street between Haskell and Bernard.
- Create safe pedestrian crossings of Robert Street at Haskell and Arion.
- Encourage new developments to provide small strategic greenspaces in their developments. These can be located at the terminus of streets, in the rear of buildings, or as courtyards. They should be properly managed as private open spaces.
- Consider diverting Hurley and Stanley to Bernard and Butler respectively. If possible convert the right of way that is not used for cars to additional greenspace.



North Gateway (cont'd)

Target Area Recommendations

- Develop mid scale housing (3-5 stories) facing Robert Street.
- Carefully design housing so it is set back from the rear lot line, thereby not impacting the housing behind it.
- Design housing that carefully steps down the hill and creates a comfortable pedestrian experience.
- Cluster housing around a small park on Robert Street at the end of Hurley St.
- Consider adding green space at the end of Hurley St. and re-routing Hurley St. to the north to connect to Bernard St. Careful consideration should be given to maintaining access and parking for nearby housing.
- Create a gateway at Annapolis through public art or architecture.
- Locate a maximum of 10,000 sf retail at the corner of Annapolis and Robert Street.
- Reconfigure Annapolis to have diagonal parking to support retail at the corner.
- Create a small seating area or space for public art at the corner of Annapolis and Robert Street.



Illustrative Plan:
Hurley not extended to Robert Street



Aerial View of Robert Street looking south west



Alternative Illustrative Plan:
Hurley extended to Robert Street



Precedents

New developments on Robert Street should carefully step down the hill, maintain a pedestrian scale, and minimize their impacts on the housing behind them.

Signal Hills: Butler to Emerson

Existing Conditions

The Signal Hills Area extends from Butler to Imperial Drive. The area is dominated by Signal Hills Mall, built in 1959 as one of the first enclosed malls in the country. Over the years it has played an important role in West Saint Paul and in the success of businesses on Robert Street. In its early years it was a strong anchor for development along Robert Street as it served the neighborhood and the surrounding communities. While primarily a shopping center, Signal Hills has also been an important gathering place for the community over the years as it has been home to the farmers market, movie theater.

In mid 1990's Signal Hills was rebuilt and the enclosed mall was removed and it was replaced with a conventional suburban strip retail center and an anchor store : K Mart.

in front of Signal Hills, between Livingston and Robert Street is a block with housing and retail. The housing units are 1 bedroom condominiums as well two apartment buildings.

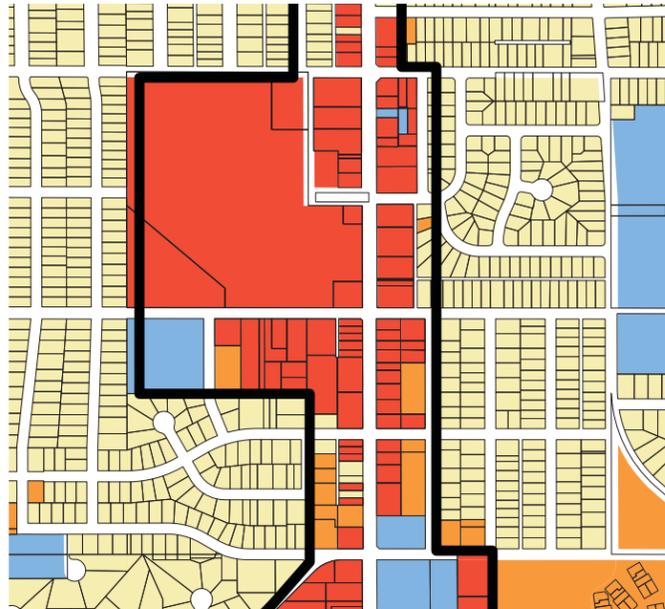
Much of the remainder of the area between Butler and Imperial is small site single story retail. Some of it backs up to a residential street, however other parts are accessed through an alley that serves as a useful buffer to the housing.



Existing Conditions: Signal Hills Shopping Center

Signal Hills: Butler to Emerson

Analysis



Land Use:
With the exception of a few small one bedroom condominiums and two apartment buildings built on Robert Street the entire Signal Hills Shopping Center is commercial. In addition just about all properties on both sides of Robert Street between Moreland and Imperial are commercial.



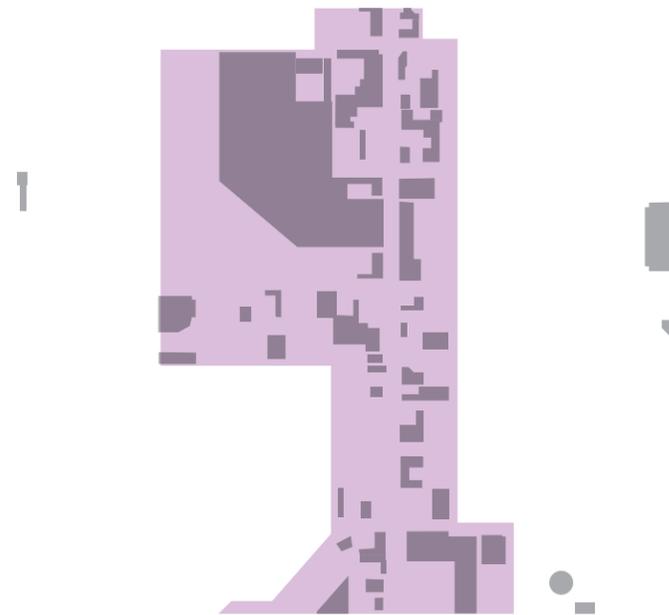
Buildings
Both the K-Mart building and the strip shopping center are one-of-a-kind. They are larger and longer than any building in the area.



Streets
Signal Hills Shopping Center has no strong connection to its surrounding neighborhood. It is an interruption in the street grid.



Parks
There are two large schools/parks just a few blocks off Robert Street. Since Robert Street is difficult to cross, the schools / parks are not as accessible to residents that live on the opposite side of Robert Street.



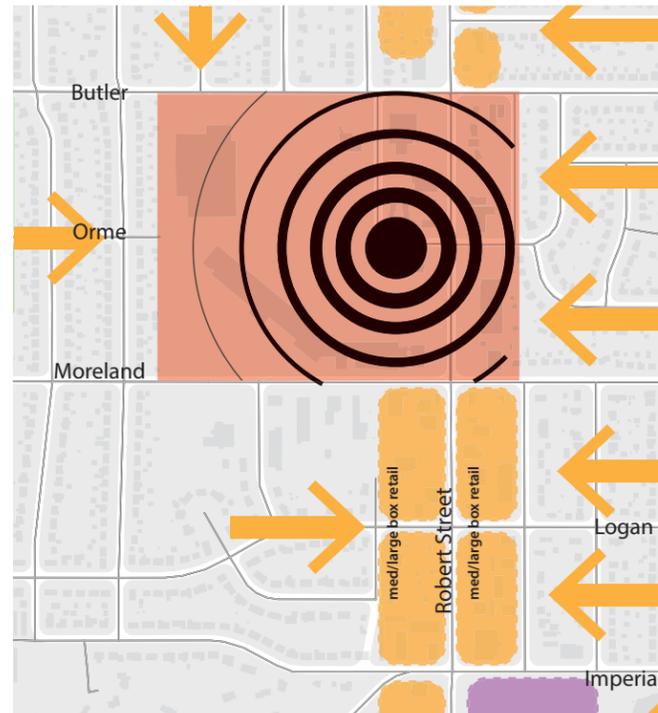
Parking
Most of the site is used for surface parking. This creates large spaces in between buildings that make it difficult to connect from one property to another.

Signal Hills: Butler to Emerson

Corridor Recommendations

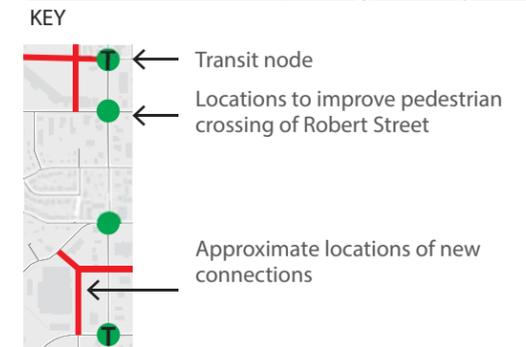
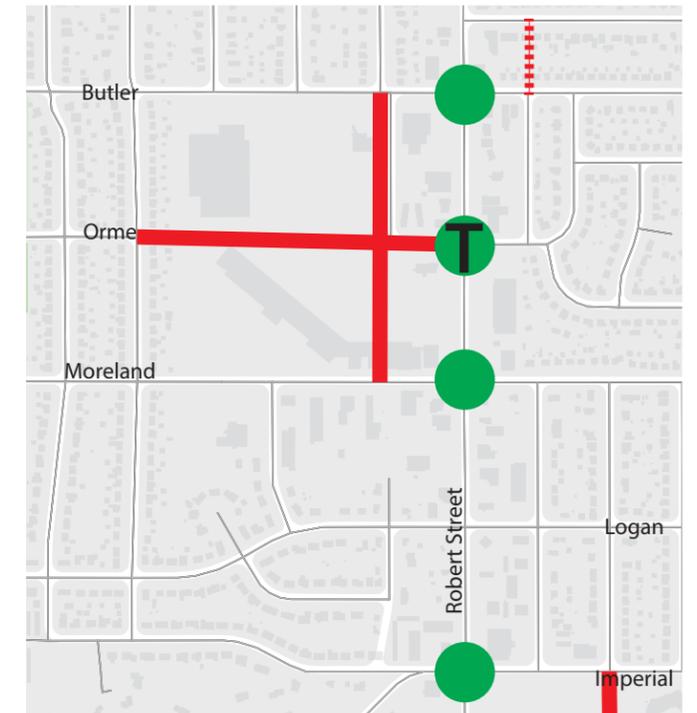
Land Use and Urban Design Recommendations:

- Work with the property owners of Signal Hills to create a prominent mixed-use transit-oriented development. The redevelopment should maintain retail towards Robert Street but should introduce medium - density housing on the west half of the Site.
- Redevelop the east side of Robert Street between Butler and Orme with multi story buildings that have retail or commercial uses on the ground floor.
- Introduce Housing on Robert Street between Moreland and Logan. Prioritize sites closer to Logan because they are better connected to residential neighborhoods to the east and west.



Transportation and Access Recommendations

- Connect the street grid through the Signal Hills redevelopment site. In particular extend Orme to Robert Street and Livingston from Butler to Moreland. Redevelopment of the site should have additional streets to create a series of small redevelopable blocks.
- Improve pedestrian crossings at Orme, Butler and Moreland.



Signal Hills Focus Area

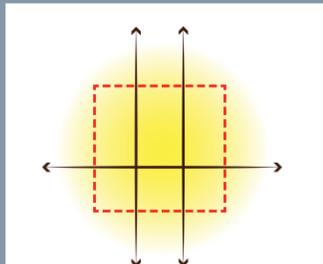
Precedents & Lessons Learned

While large and unique in the region, there are several precedents around the country similar to Signal Hills in size and type. The team chose three projects to look to as examples: Rosedale and Birkdale Village in Huntersville NC, and Kentlands in Gaithersburg, VA. Each of these three projects have been built in the last 15 years, each are fully built out and each provide lessons to be applied at Signal Hills.



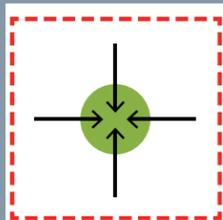
A Variety of Housing, A Variety of Retail

Providing variety allows the development to attract a variety of customers which in turn creates a more public and inclusive environment. Variety also offers choices that may not currently exist in the community.



Connect to the Surrounding Neighborhood

Developments that connect to their surroundings attract both a local and a regional market. Direct connections enhance the neighborhood feeling and offer an opportunity access the place by foot and by bicycle.



Incorporate Public Space

Public Space allows a development to become more than a shopping mall because it sends a message that visitors are citizens, not just consumers. The Public Space can be small and simple, as long as it is designed to allow interaction and a variety of activities.

Rosedale, Huntersville, NC

Rosedale in Huntersville is a horizontally mixed use project located on a major arterial. The project has many of the typical single story suburban building pieces: grocery store, out lots, medical buildings, franchise restaurants, and surface parking lots. There are several aspects of this project that are noteworthy, however.

- The grocery store is located on a public street, not on a commercial drive aisle. Customers park on that street or in a suburban scaled parking lot across the street. The street is designed for customers to easily bring shopping carts back and forth.
- The parking lot is broken down into separate rooms with adequate landscaping.
- A few small buildings are located on the arterial, but the project maintains visibility to the anchor stores with are located on a parallel street.
- Service retail and office buildings are located adjacent and behind the retail, but are connected with walkways and streets.
- Multi family housing is also located adjacent to the retail, but it well connected with sidewalks and streets.



Birkdale Village, Huntersville, NC

Birkdale is a compact multi and mixed-use project located on a main arterial. The Birkdale project differs from Rosedale primarily because it is more dense it mixes uses vertically, not just horizontally. Other features include:

- A long green park in the middle of the retail area. The park serves as a place to have lunch and relax.
- A theater anchoring the retail street / park. The theater borrows parking from adjacent offices that empty in the evening.
- Parking ramps tucked behind multi-use buildings.
- Larger retail buildings are visible from the main arterial with large surface lots in front. Smaller retail tenants are located towards the interior with ample surface parking.



Kentlands, Gaithersburg, VA

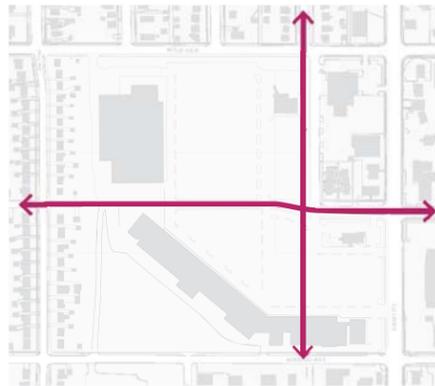
The Kentlands is one of the earlier and most successful New Urbanist communities designed in the late 1980's. It is considerable larger than Signal Hills as it consists of several residential neighborhoods and one town center (approximately the size of Signal Hills). Features of Kentlands include:

- A Main Street with small shops and live / work buildings that is integrated on one side with large box retailers and the other with a walkable neighborhood.
- The town Center has a small square / park that is used a variety of ways : for parking, performances, gathering, farmers market, etc.
- The large box retailers are located where they have visibility to the highway; the Main Street is tucked into the neighborhood away from the large arterial and highway.
- The project has approximately 8,000 residents and 1 million sf of retail / office.



Signal Hills Focus Area

Design Principles



1. Connect to the Neighborhoods

It is critical that both Orme and Livingston streets extend through the site as public streets. By doing so, circulation will be improved and the development will feel a part of the surrounding neighborhood.



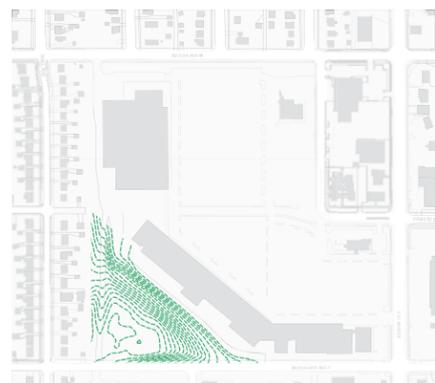
2. Develop in Phases

Given the current land ownership and lease arrangements, redevelopment of the Site will likely have to be done in phases. Each quadrant must be self-sustaining as they are redeveloped or as they remain in operation while other quadrants redevelop.



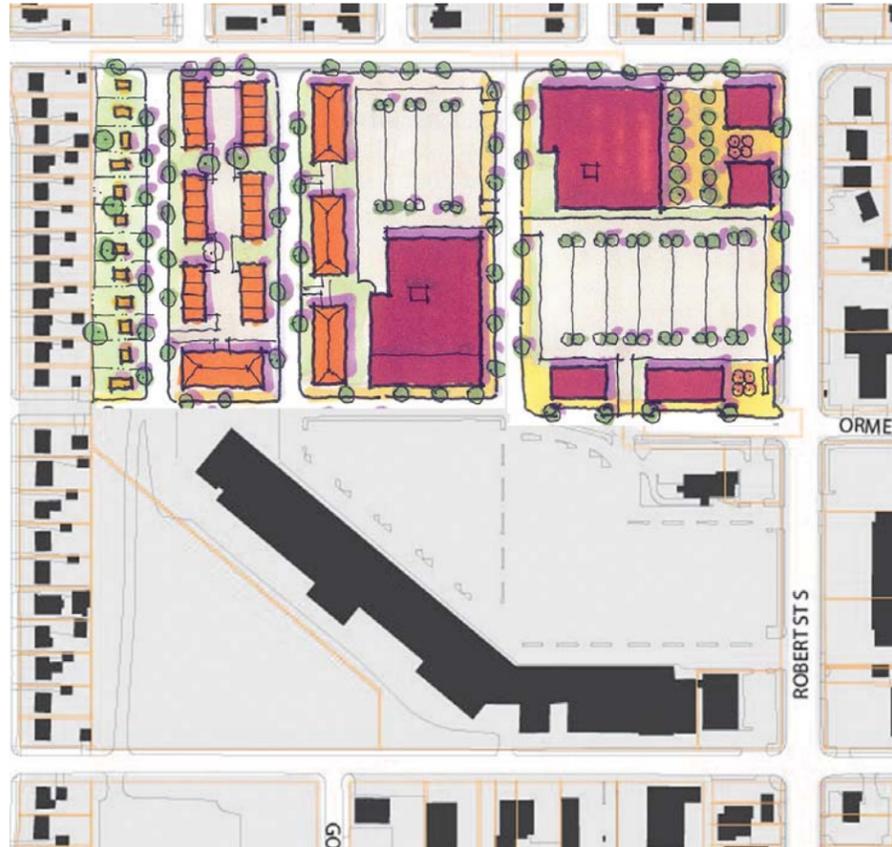
3. Retail in Front, Housing in Back

Redevelopment of the Site should move retail uses as close to Robert Street as possible so it is fully visible and accessible by transit. Housing should occupy the west half of the site and should help manage the transition between existing community and Robert Street.



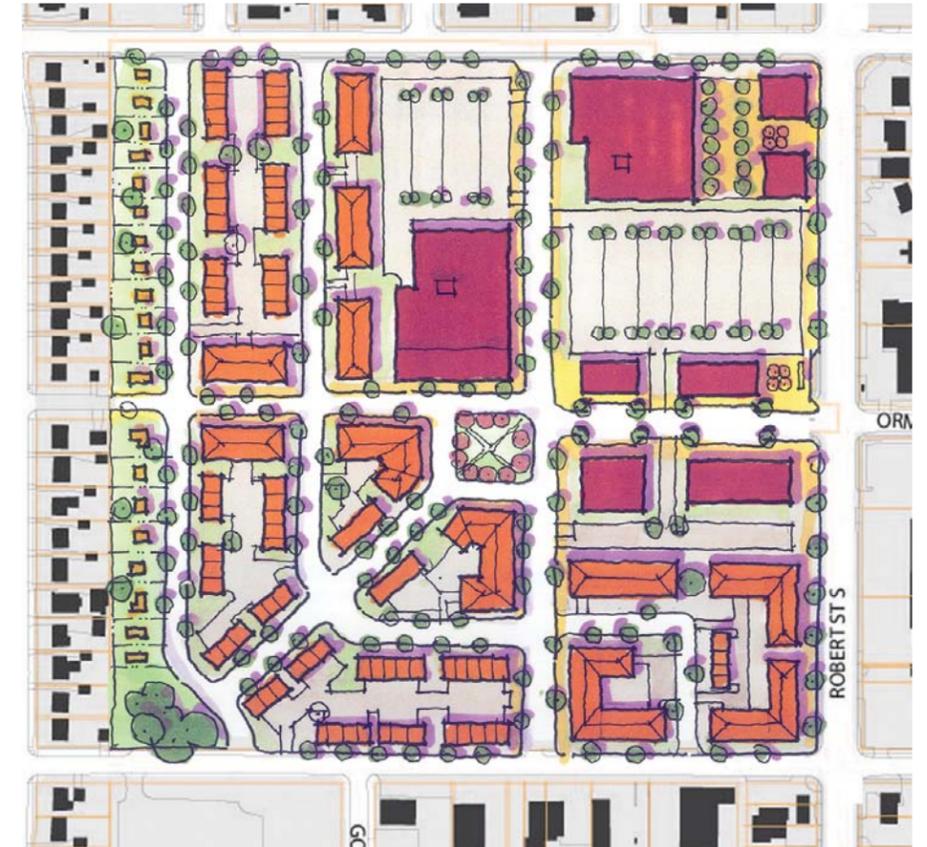
5. Celebrate the Hill

The original Signal Hills Mall altered the topography of the site to create flat building pads for large buildings. The top of the hill and its large trees remain a feature on the site. Redevelopment of the Site and restore some of the hill-like qualities of the site with smaller buildings and roads that work with the topography.



Illustrative Master Plan: Alternative 1:

This alternative allows the current property owner to redevelop north of Orme, while maintaining the existing strip shopping center south of Orme. Orme is extended through the site and the northwest corner of the site transitions to housing.



Illustrative Master Plan: Alternative 2

This alternative rebuilds the site entirely, over time. Retail uses are moved closer to Robert Street and new housing transitions the site to the west to connect to existing housing. This scenario shows an anchor retail tenant, but overall there is less retail than what is currently on the site today.

Recommendations

- Extend Orme and Livingston through the site to create connectivity.
- Create a high quality transit area for users to access the site and neighborhood residents to use to get up and down the corridor and to Downtown Saint Paul.
- Develop the west edge of the site as a transition (not a buffer) between existing single family homes and medium density housing.
- Develop the east edge of the site with retail and mixed-use.
- Provide a public space that can be used for farmers markets, small gatherings, and other civic uses.
- Ensure the development has a coordinated parking strategy so users of the site can park once and walk from one destination to another.

Signal Hills



Alternative 1: Aerial Perspective Illustrating Redevelopment of Signal Hills north of Orme Street. This scenario allows the existing shopping center to remain intact. Orme can be extended through the site, but Livingston cannot be extended through.

Alternative 2: Aerial Perspective Illustrating potential build out of Signal Hills



Aerial Perspective Illustrating a New Development on Robert Street and Orme Street

Town Center: Imperial to Lothenbach



Existing Conditions

The Town Center Area is located in the geographic middle of West Saint Paul, between Emerson and Lothenbach.

The area has a mix of uses (office, civic, retail) that distinguishes it from other parts of the corridor. However the uses are not coordinated and the area lacks amenity. There has been some recent retail redevelopment projects in the area that have brought new customers and visibility to the area. The new projects have followed the improved design standards of moving buildings closer to the street so they are accessible by the sidewalk. Most of the new projects have transitioned from having parking in the front between the building and the street to locating the parking on the side of the building.

There are several “moving parts” that this Plan seeks to coordinate to create a Town Center.

- The YMCA, a major landowner, and important community amenity is contemplating what to do with their property. It is one of the oldest in their inventory and in need of an upgrade.
- Dakota County is planning the River to River Greenway across West Saint Paul. It is currently in place east of Robert Street. The County has been in talks with the City about how to cross Robert Street and extend the trail to the west.
- The City owns the former Blockbuster Site on the west side of Robert Street
- Developers have expressed interest in assembling properties north of Wentworth for a new redevelopments
- The Thompson Oaks Golf Course is not performing well and has been considered for redevelopment.
- The City needs to invest in their current City Hall, built in 1969. The City Council has had preliminary discussions about relocating the City Hall.

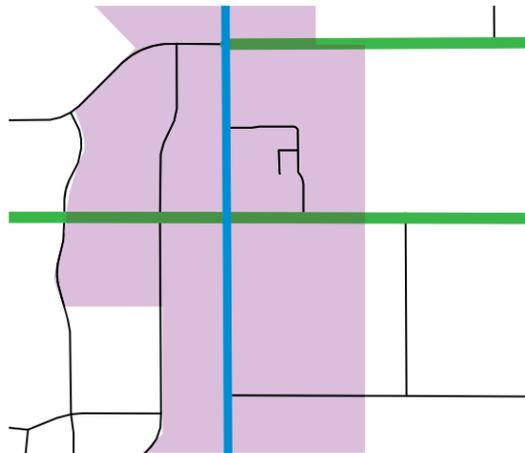
Town Center: Imperial to Lothenbach

Analysis



Land Use

Robert Street is dominated by small, medium and large retail uses. However between Wentworth and Thompson there are several civic, office, recreational and residential uses that give this area more activity than other parts of the corridor.



Streets:

The Town Center is well served by Robert St, Wentworth and Thompson Ave. Livingston St on the west side of Robert Street creates an important parallel street that helps circulation. The east side of Robert Street needs additional roads if it is to redevelop.



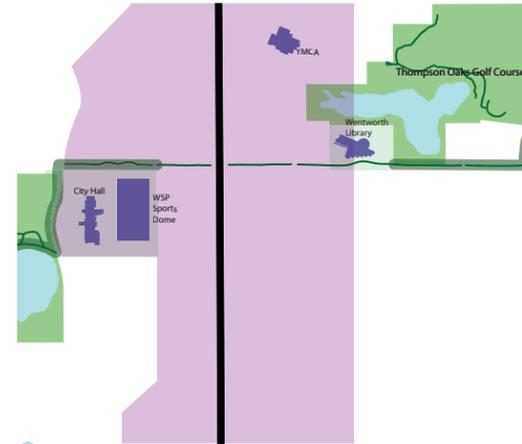
Buildings:

The buildings in the town Center are not large because the rolling topography of the area is not conducive to large floor plates.



Parking:

Parking is the dominant land use in the Town Center area on both sides of Robert Street. The parking lots are all located on Robert Street - some in front of buildings, and some to their side.



Parks:

The Town Center area is located where the River to River Greenway crosses Robert Street. The Thompson Oaks Golf Course and Lake is a key property.

Market Summary

Retail

- The Town Center area is in a good location to capture future retail development. It is centrally located, has strong traffic counts, is visible from Robert Street and already has several strong anchor businesses.
- Reconstruction of Robert Street will improve overall circulation patterns.
- There is very little amenity in the area to draw interest from visitors for reasons other than shopping at a particular store.
- The trade area is well established and with recent investments by large retailers such as Target it will remain competitive in the foreseeable future
- The trade area is slightly older and less wealthy than the regional average, however it is expected to grow significantly over the next 10-15 years with the addition of 2,500 new households by 2020 - many of whom will be aged 25-44.
- Vacancy rates are low; therefore there is limited availability to introduce new retailers without natural attrition.
- There is potential to support an additional 135,000 sf in the trade area today and an additional 141,000 sf by 2020.
- Given the lack of public amenities the area, new development will likely follow the existing pattern, namely one dominated by highly separated auto oriented uses.
- The identified store categories with the strongest opportunities for growth (restaurants, leisure goods, apparel) respond to amenitized environments that value place making, experience and public interaction.

Office

- Office space needs are changing and employers are offering less space per employee. This is decreasing the overall demand for office space.
- The office market in the area is dominated by small users who seek retail locations that are closest to their customers.
- Office vacancy in north Dakota County has been climbing recently.
- The Downtown Saint Paul Office market is soft. With office building owners offering concessions downtown, there is a hole in the Class B and C market.
- Based on forecasted employment growth among office based occupations, the demand for office space is not strong - up to 35,000 sf by 2020.
- Office space could be developed on the upper floors of retail / restaurant if the on-site surface parking can be shared; however mixed-use developments will need substantial amenities.
- Market rents in the area are \$1.30-\$1.40 / sf. This is below what would typically be needed to support structured parking .

Multi Family Residential

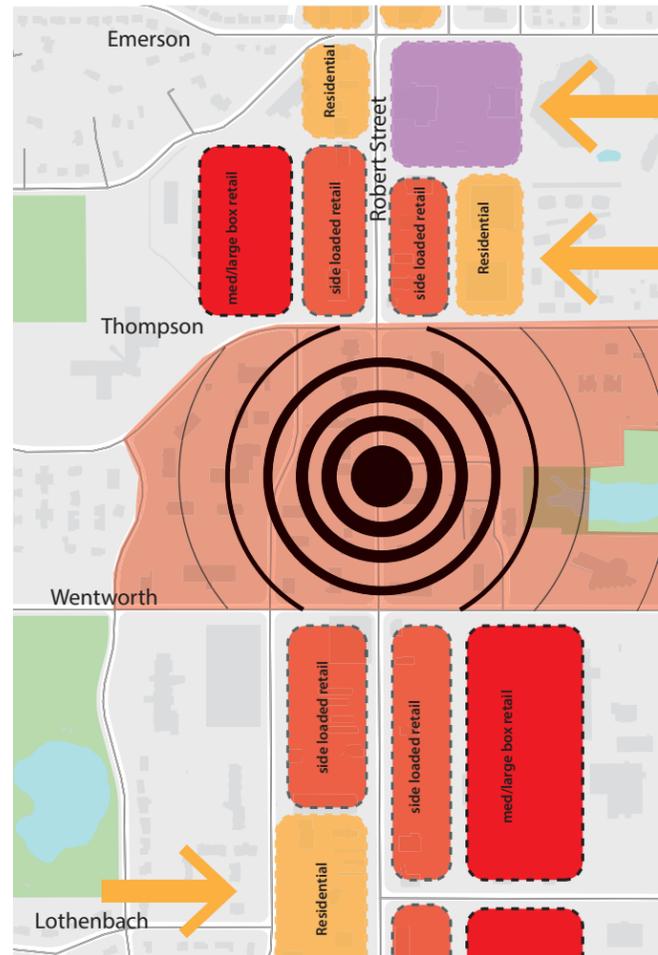
- Demand for multi-family housing is strong due to low vacancy, rising rents, and favorable demographics.
- Strategic parcels should be protected for multi-family housing with proximity to Transit and retail.

Town Center: Emerson to Lothenbach

Corridor Recommendations

Land Use and Urban Design Recommendations:

- Organize retail in front of Menards with a continuous rear drive aisle that connects parking lots. Gradually redevelop retail buildings closer to Robert Street and move parking from in-front of the buildings to the side of the building.
- Redevelop the south west corner of Robert and Emerson with housing to improve the land use continuity across Robert Street.
- Expand housing on the east side of Robert Street between Augustana and Thompson.
- Use all the assets (lake, redevelopment potential, YMCA, Library, and potential new City Hall) to create a Mixed-Use Town Center in between Thompson and Wentworth.
- Continue to intensify the office uses on the west side of Livingston to provide valuable day time population for the Town Center.
- Organize retail between Wentworth and Lothenbach with a continuous rear drive aisle that connects parking lots.
- Improve pedestrian connections between Robert Street and retail buildings in front of Target and the vacated Rainbow.

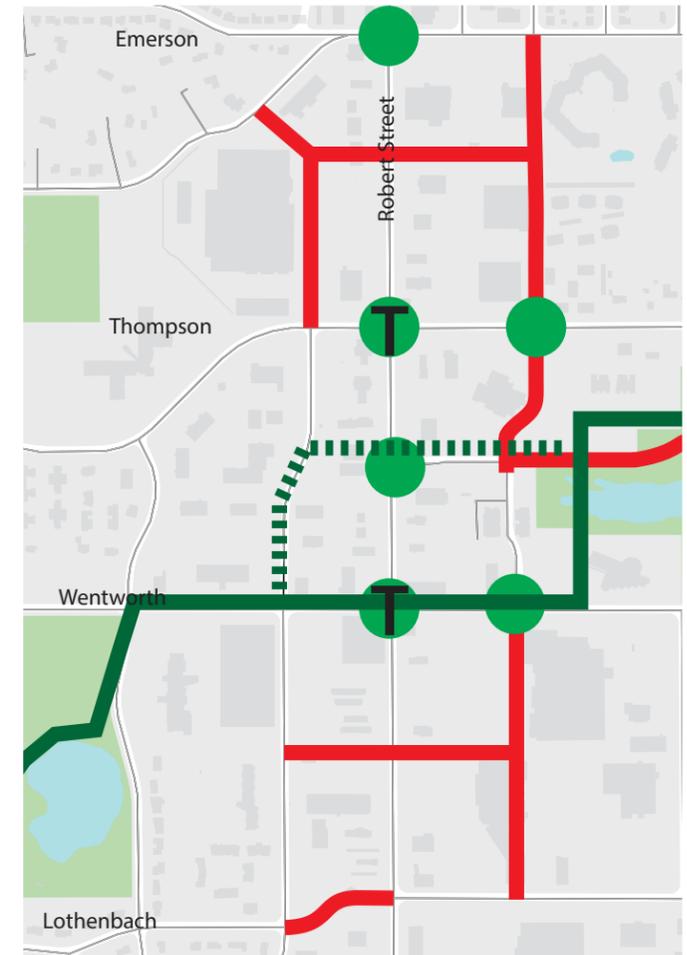


KEY

- ← Opportunities for mixed-use nodes that integrate retail, housing and public open space
- ← Opportunities to introduce housing onto Robert Street
- ← Opportunities to organize and condense retail so it is more accessible and pedestrian friendly

Transportation and Access Recommendations

- Extend Crawford north to connect to Emerson.
- Extend a connection from Crawford, across Robert Street to Emerson Drive.
- Create a connection in front of WalMart between Lothenbach and Wentworth.
- Extend a connection across Robert Street in between Lothenbach and Wentworth.
- Complete the River to River trail connection across Robert Street. Integrate the trail into the Town Center.
- Connect Lothenbach to Robert Street.
- Improve pedestrian crossings of Wentworth and Thompson east of Robert Street.



KEY

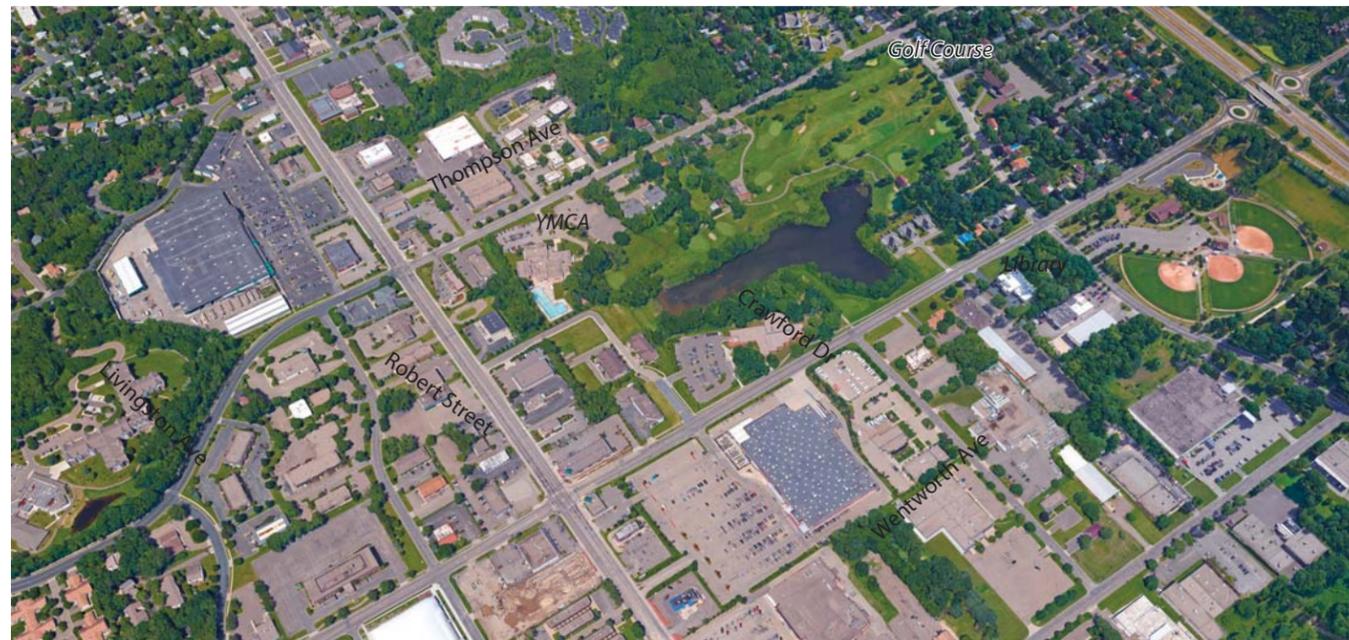
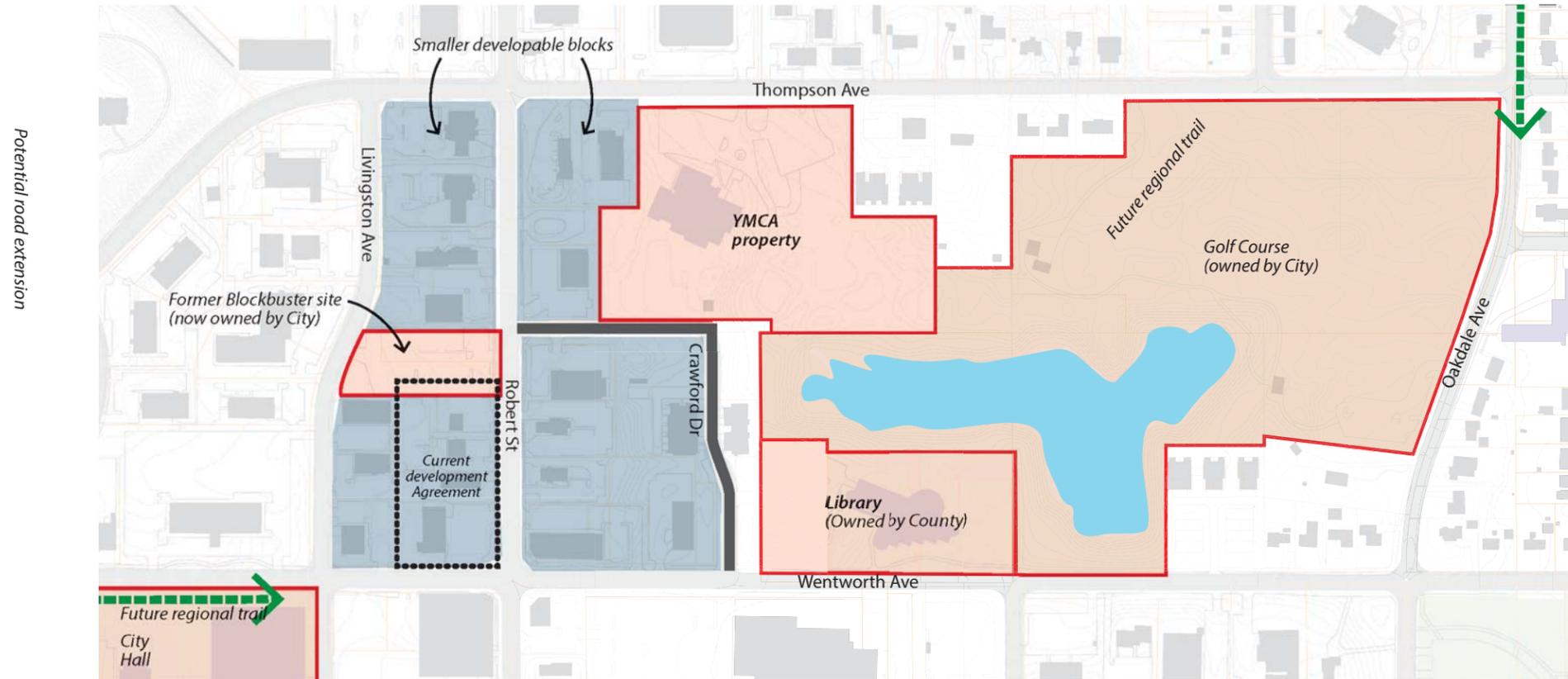
- ← Transit node
- ← Locations to improve pedestrian crossing of Robert Street
- ← Approximate locations of new connections

Town Center Focus Area

Existing Conditions

There are several “moving parts” that this Plan seeks to coordinate to create a Town Center.

- The YMCA, a major landowner, and important community amenity is contemplating what to do with their property. It is one of the oldest in their inventory and in need of an upgrade.
- Dakota County is planning the River to River Greenway across West Saint Paul. It is currently in place east of Robert Street. The County has been in talks with the City about how to cross Robert Street and extend the trail to the west.
- The City owns the former Blockbuster Site on the west side of Robert Street.
- Developers have expressed interest in assembling properties north of Wentworth for a new redevelopment
- The Thompson Oaks Golf Course is not performing well and has been considered for redevelopment.
- The City needs to invest in their current City Hall, built in 1969. They have had preliminary discussions about relocating the City Hall.



Moving Parts:

The Town Center area has a lot of property in play. Decisions made in the next few years will determine whether this area can redevelop into a Town Center. This Plan provides direction for integrating these parts.

Aerial Photo:

The Robert Street properties between Wentworth and Thompson resemble others along the corridor, but directly to their east and west are potential amenities that can be leveraged to create a new Town Center.

Town Center Focus Area

Precedents: Civic Centers

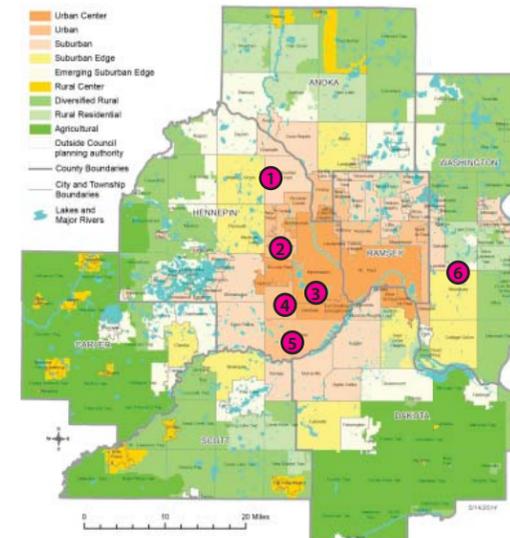
A deliberate clustering of civic uses can help create daytime activity and give a sense of place for the community. Towns across the region have been investing in public facilities as a way of creating pride in their community. There are economic benefits of clustering public facilities as well. If combined in an urban environment, the parking can be shared and users of one facility can be customers of nearby retail and restaurants.



Precedents: Mixed Use Centers

Communities throughout the region are investing in mixed-use redevelopment projects as a way of creating a sense of place. Mixed-use developments fill an important niche in communities that were developed primarily in a suburban pattern because they complement and don't compete with the existing residential and retail base of the community. Mixed-use developments tend to attract new residents as well as offer options to existing residents as they move through their own phases of life.

Projects that combine mid-rise housing with retail and offices offer opportunities that do not currently exist in the community yet are increasingly in demand because they put a premium on walkability, transit access, and convenience. In addition, the higher density of housing next to or atop the retail / restaurants provides an immediate customer base for local businesses. If designed carefully, with generous sidewalks and parking behind buildings, the resulting environment can be walkable, pleasant, and lively.



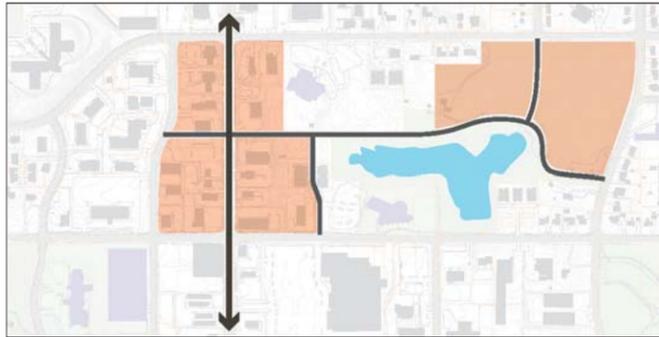
- ① Shingle Creek, Brooklyn Park
- ② Excelsior and Grand, Saint Louis Park
- ③ Lyndale/66th, Richfield
- ④ Americian Blvd, Blomington
- ⑤ Heart of the City, Burnsville
- ⑥ Woodbury, MN



Excelsior and Grand, Saint Louis Park

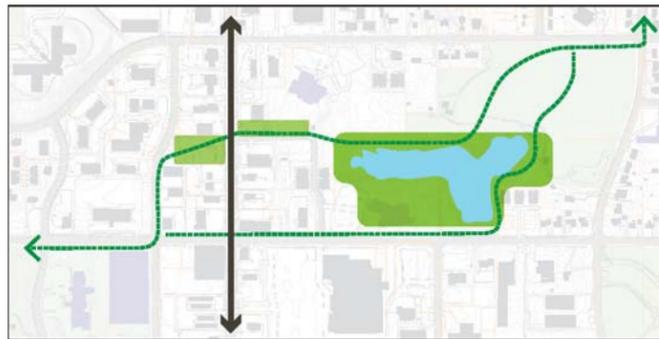
Town Center Focus Area

Design Principles



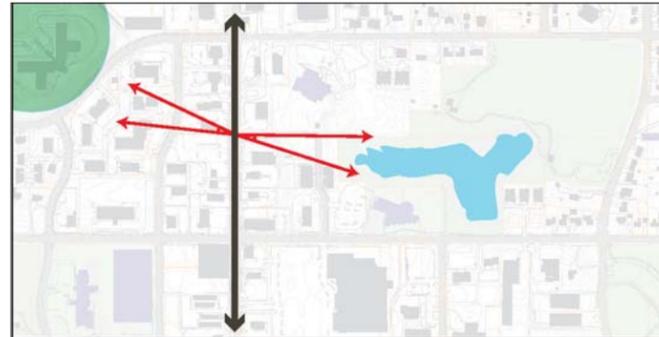
Introduce new infrastructure to create smaller, walkable blocks

The existing block and street network was developed at a time when access by transit, bicycle, and foot was not highly valued. Today, connectivity and access by these means is more important and crucial to creating a Town center.



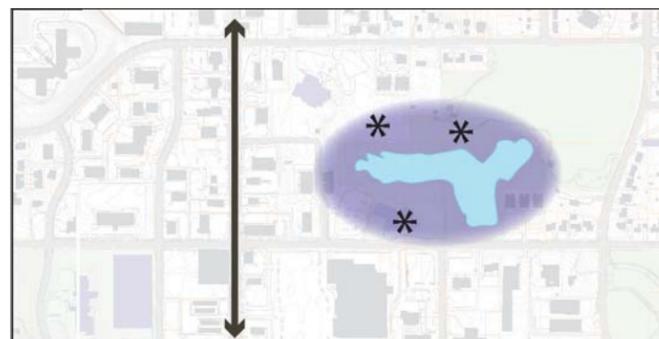
Integrate the Trail into Public Space

The River to River Greenway should be integrated into public space allowing users of the trail to access public and private amenities and destinations in the Town Center.



Create views from Robert Street to Hill and Lake

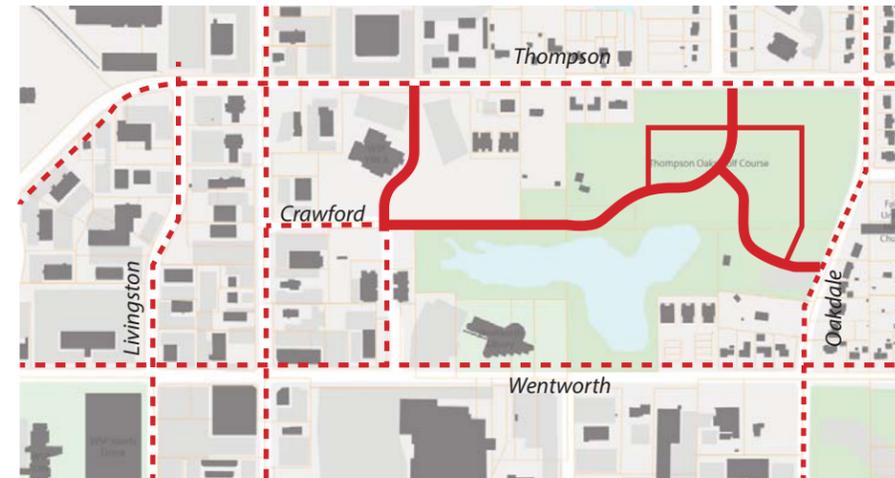
New streets and building orientations can create windows into the community from Robert Street. A "window" in between Wentworth and Thompson can open up views to the Lake and the Hills - both unique features of West Saint Paul and of the Town Center.



Create a civic campus around the Lake

With new infrastructure and a new City Hall, the Lake can be opened up to greater public use and enjoyment.

Circulation and Land Use



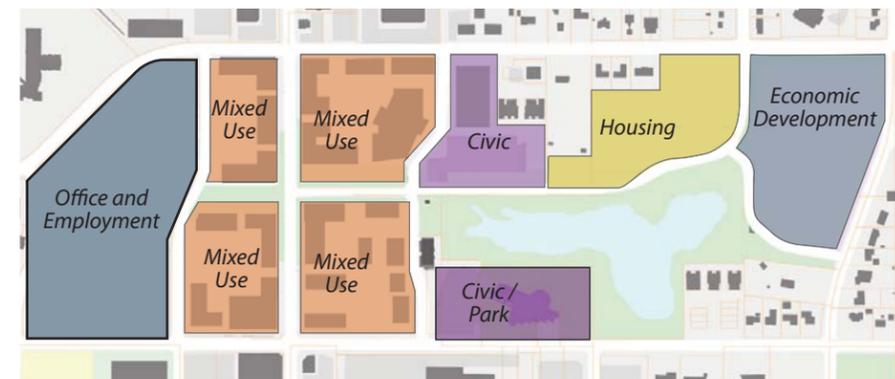
Streets

A new network of streets will create smaller blocks that are permeable and pedestrian scaled. Smaller blocks and additional streets will also improve the circulation and access throughout the area.

— New Street
- - - Existing Street



Land Use Alt. 1

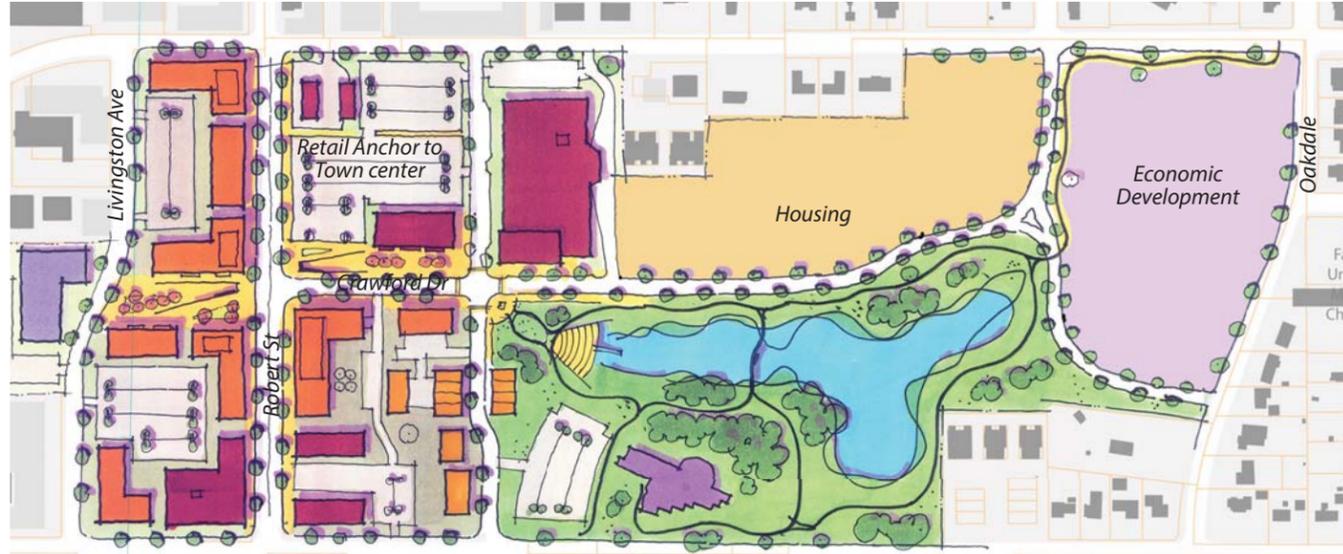


Land Use Alt. 2

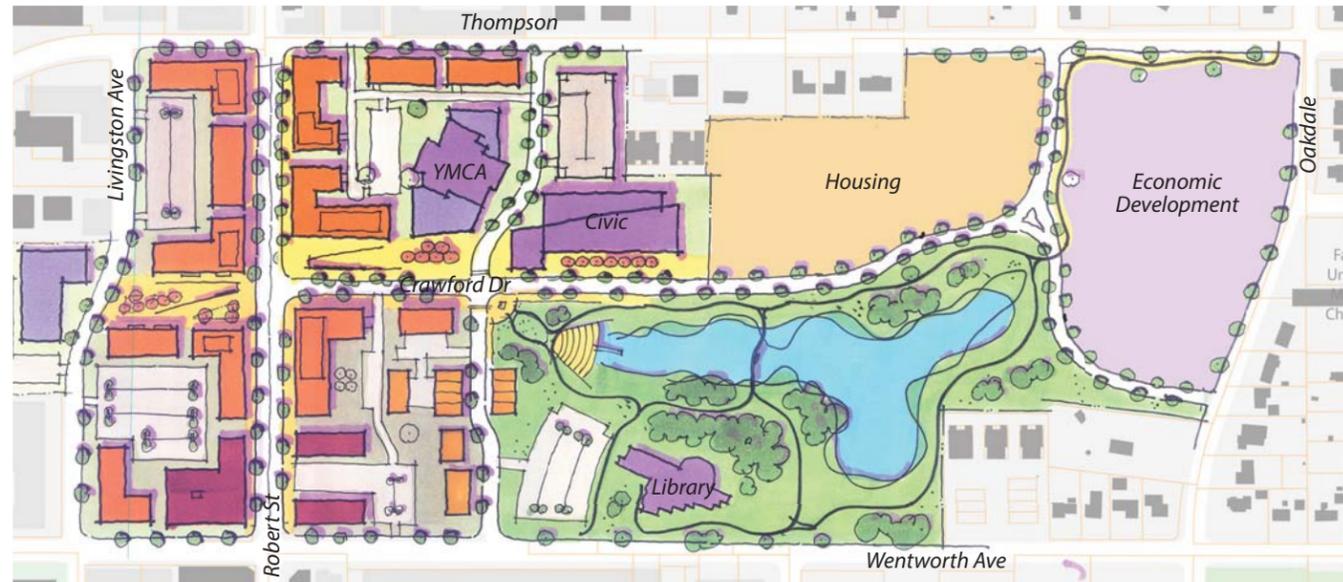
Land Use

The Town Center should redevelop with a mix of uses that support each other. The blocks on Robert Street can have vertically mixed use housing/retail. The balance of the golf course can be redeveloped with housing and employment uses. In Alternative 2, Civic Uses are clustered around the Lake

Town Center Focus Area



Town Center:
Commercial uses as the anchor to the Town Center



Alternative Town Center:
Civic Uses clustered on the west side of the Lake



Recommendations

- Extend Crawford Street to Thompson Ave to create a developable block with four sides.
- Redevelop the Golf Course with a mix of uses that center on the lake as a primary public amenity.
- Consider relocating the City Hall to the Town Center to enhance the daytime population of the area and support local restaurants and businesses.
- Create high quality park around the lake consisting of trails and paths, gathering spaces, small performance area and other amenities that draw residents to the park throughout the day and the year.
- Provide a centralized public parking structure that serves all users of the Town Center.
- Attract retailers and restaurants that benefit from pedestrian transit and bicycle access and proximity to the lake - a new high quality public amenity.
- Work with Dakota County to create a safe and comfortable trail crossing of Robert Street. Integrate the trail into public space as much as possible. Carefully design the trail so it provides access to destinations in the Town Center.

Town Center Focus Area

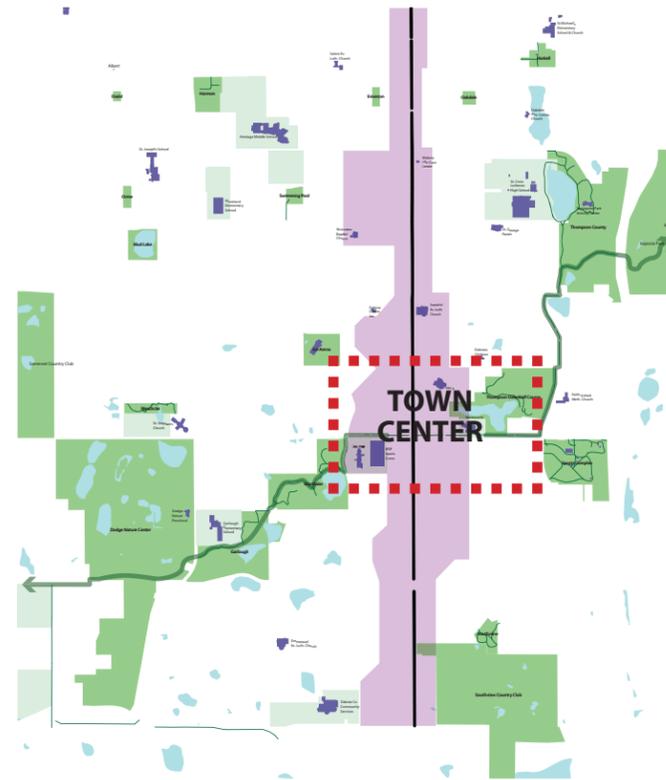
Regional Trail Crossing

Dakota County is planning and building a River to River Greenway (formerly named the North Urban Regional Trail, NURT) through West Saint Paul - connecting the West Saint Paul to the river and surrounding communities of Lilydale, Mendota Heights and South Saint Paul. It is being designed as a long distance trail that will serve riders of varying abilities. The trail will meet the regional standards and provide amenities such as benches, trailheads, bike racks and cultural and environmental interpretive stations to support recreational use and nonmotorized transportation.

The Trail will go through the Town Center but designs for how it will traverse the Town Center are not completed. It is critical that crossing Robert Street is comfortable and safe for all users so residents of West Saint Paul can realize the full benefits of the trail. In addition the trail presents an opportunity to connect the two sides of Robert Street in a way that can only happen here in the Town Center. If done well, the connection can enhance the sense of place and allow the entire Town Center to function as a single place, not as two separate sides of the street.

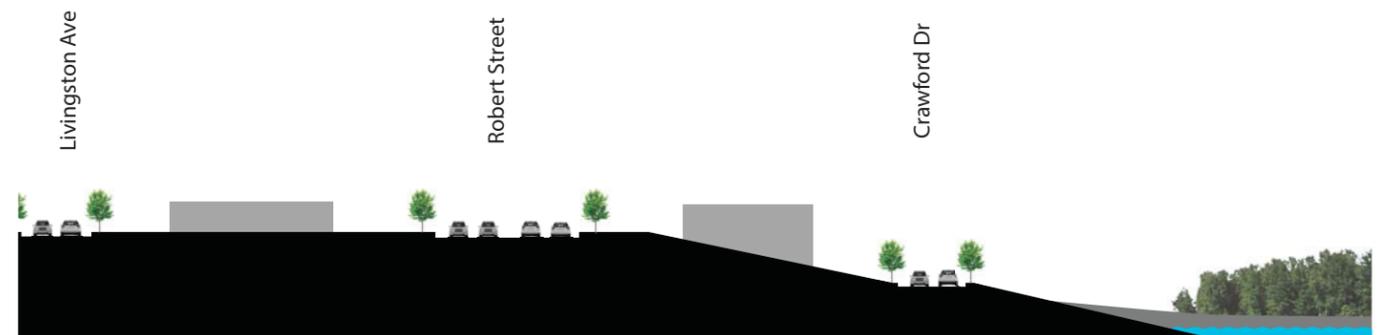
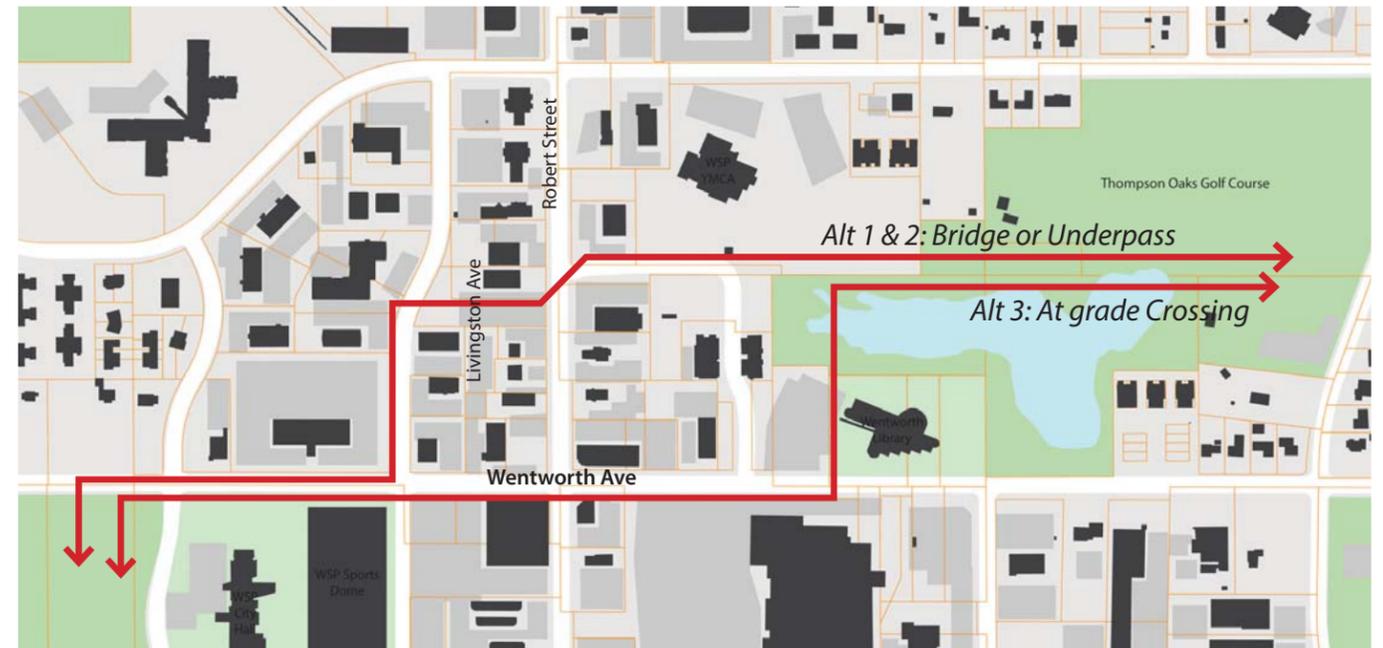
This Plan recommends three alternatives. The least costly option is to cross Robert Street on Wentworth Avenue - at grade. The intersection would have to be modified slightly and the trail would likely be either mixed with traffic or buffered on Wentworth east and West of Robert Street for a few blocks.

The other two options include a grade separated crossing of Robert Street. Initial feasibility studies for an overpass have been completed - but were completed without consideration for how it would best fit into a new Town Center. This Plan recommends further study of an underpass because there are some opportunities that arise due to the grade change from Livingston to Crawford Drive. In particular, the trail could be well integrated with a plaza on the west side of Robert Street with the lake on the east side.



The River to River Greenway

The River to River Greenway will link important natural and social destinations in Dakota County: the Minnesota River, Valley Park in Mendota Heights, Village at Mendota Heights, Henry Sibley High School, Dodge Nature Center, Garlough Park Elementary School, Marthaler Park, the West St. Paul Sports Dome, Robert Street commercial district, the Wentworth Library, the YMCA in West St. Paul, Thompson Oaks Golf Course, Thompson County Park, Kaposia Park, and the Mississippi River Trail.



Robert Street: Existing

Town Center Focus Area

Regional Trail Crossing

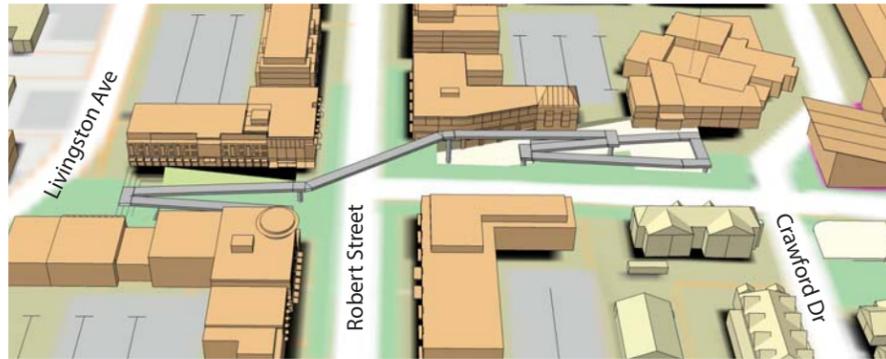
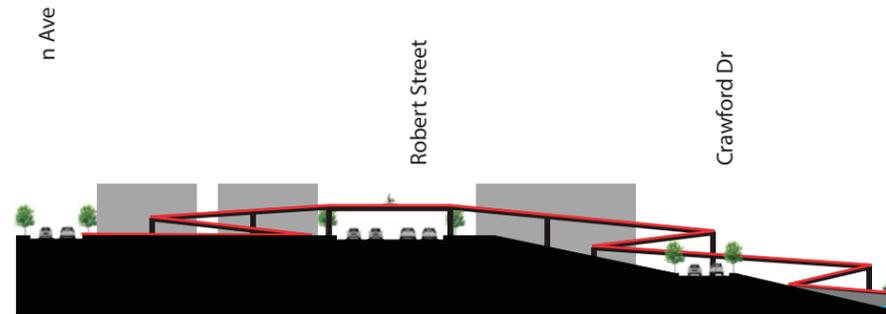
Regional Trail Crossing: Option 1: At Grade Crossing



Trail Crossing At Grade along Wentworth:

One option for crossing Robert Street would be to keep the trail at-grade and to extend the trail along Wentworth. This would keep trail riders on the street and would require improvements to the intersection to make it safe for cyclists of all abilities. Ideally the trail would be a buffered and protected bike lane along Wentworth and the traffic signal at Robert Street would be adjusted to ensure safety.

Regional Trail Crossing: Option 2: Overpass

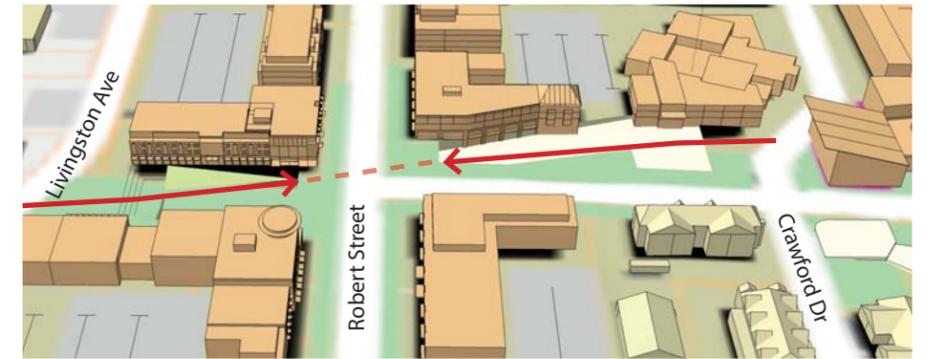
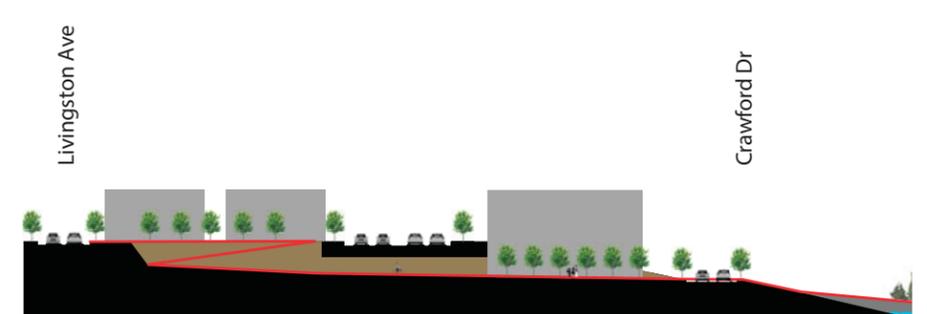


Aerial perspective of bridge



Aerial photograph of regional trail connection and bridge in Columbia Heights, MN

Regional Trail Crossing: Option 3: Underpass



Aerial perspective of underpass



Photographs of underpass in Boulder CO

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Sherrie Le, Assistant City Mgr.
DATE: August 22, 2016
SUBJECT: 2016 Final Pay Equity Compliance Report



City of West St. Paul

BACKGROUND INFORMATION: Staff has been working with the State Pay Equity Coordinator since we last brought the Pay Equity Report to the City Council for approval. We have made the changes discussed with her and she has explained that we will now be in compliance. Since there are changes, the report will need to be approved again, before we submit it to the State.

The changes consist of removing the words “performance pay” from any job class covering an employee who received performance pay, but did not receive wages and merit pay that, combined, would exceed their salary range maximum. In making these changes, the number of male classes receiving merit (or performance) pay dropped below the 20% threshold that made that test applicable to us. We had always been exempt from that test in the past, as fewer than 20% of our male-dominated classes received merit pay in 2016. That is the case now again as well. The only thing left to do is submit a Council approved report and send out required notices.

FISCAL IMPACT: We will no longer be subject to a penalty.

STAFF RECOMMENDATION: Request approval of attached report.

Compliance Report

Jurisdiction: West St. Paul
1616 Humboldt Avenue

Report Year: 2016

Case: 3 - June 2016 Reconsideration Shared (Shared (

West St. Paul MN 55118

Contact: Sherrie Le

Phone: (651) 552-4108

E-Mail: sle@wspmn.gov

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	30	20	1	51
# Employees	69	22	4	95
Avg. Max Monthly Pay per employee	7,235.63	6,452.30		6,915.59

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 106.67 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	14	10
b. # Below Predicted Pay	16	10
c. TOTAL	30	20
d. % Below Predicted Pay (b divided by c = d)	53.33	50.00

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 89	Value of T = 0.410
------------------------------	--------------------

a. Avg. diff. in pay from predicted pay for male jobs = \$30

b. Avg. diff. in pay from predicted pay for female jobs = (\$19)

III. SALARY RANGE TEST = 0.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 6.33

B. Avg. # of years to max salary for female jobs = 0.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP 20.00 *

B. % of female classes receiving ESP 5.00

*(If 20% or less, test result will be 0.00)

Job Class Data Entry Verification List

LGID 1401

Case: June 2016 Reconsideration Shared

Job Nbr	Class Title	Nbr Males	Nbr Females	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
64	Grounds Maintenance Wc	1	0	M	30	\$1,733.00	\$2,079.60	0.00	0.00	
56	Data Scanner	0	1	F	32	\$2,079.60	\$4,079.11	0.00	0.00	
62	Code Enforcement Assista	0	1	F	32	\$2,599.50	\$3,119.40	0.00	0.00	
65	Clubhouse Attendant	3	0	M	32	\$1,559.70	\$1,819.65	0.00	0.00	
66	Arena Zamboni Operator	1	0	M	35	\$1,733.00	\$2,946.10	0.00	0.00	
57	Asst. Ice Arena Mgr	1	0	M	36	\$2,252.90	\$4,252.41	0.00	0.00	
63	Grounds Maintenance Mar	1	0	M	36	\$2,599.50	\$2,946.10	0.00	0.00	
10	CSO	2	2	B	42	\$3,154.35	\$3,942.93	0.00	0.00	
47	Volunteer Engagement Ma	0	1	F	42	\$3,111.08	\$5,195.16	0.00	0.00	
3	Receptionist	0	1	F	46	\$3,087.29	\$5,165.42	0.00	0.00	
5	Clubhouse Manager	1	0	M	46	\$2,816.13	\$3,119.40	0.00	0.00	
7	Code Enforcement Officer	0	1	F	52	\$3,641.38	\$5,858.03	0.00	0.00	
8	Street & Park Maint II	10	0	M	53	\$3,811.21	\$6,070.33	2.00	0.00	
11	Administrative Specialist	0	3	F	56	\$3,554.37	\$5,749.27	0.00	0.00	
26	Comm Devel Coordinator	0	1	F	56	\$4,525.21	\$6,962.82	0.00	0.00	
13	Mechanic	2	0	M	57	\$3,988.67	\$6,292.15	2.00	0.00	
17	Sewer Maintenance	2	0	M	57	\$3,833.40	\$6,098.06	2.00	0.00	
50	Building Permit Technician	0	1	F	57	\$3,692.60	\$5,922.05	0.00	0.00	
9	Crime Prevention Specialis	0	1	F	58	\$4,335.90	\$6,726.19	0.00	0.00	
14	Lead Police Secretary/Lice	0	1	F	58	\$3,692.60	\$5,922.05	0.00	0.00	
16	Accounting Clerk	0	1	F	59	\$3,703.90	\$5,936.19	0.00	0.00	
59	Investigative Assistant	0	1	F	59	\$4,121.06	\$6,457.63	0.00	0.00	
18	Bldg Maint Tech	1	0	M	60	\$3,871.88	\$6,146.16	0.00	0.00	
20	Maintenance III	2	0	M	60	\$3,988.67	\$6,292.15	2.00	0.00	
22	Ice Arena/Pool Supervisor	1	0	M	60	\$4,065.48	\$6,388.16	0.00	0.00	
49	HR Specialist	0	1	F	60	\$4,383.80	\$6,786.06	0.00	0.00	
52	Recreation Programmer	0	1	F	60	\$4,292.08	\$6,671.41	0.00	0.00	
58	Payroll Technician	0	1	F	60	\$3,954.94	\$6,249.98	0.00	0.00	
60	Accounting Technician	1	0	M	60	\$3,872.74	\$6,147.23	0.00	0.00	
61	Housing Inspector	0	1	F	60	\$4,310.97	\$6,695.03	0.00	0.00	
51	IT Analyst II	0	1	F	63	\$4,886.35	\$7,414.24	0.00	0.00	
21	Police Officer	18	4	M	65	\$4,753.62	\$7,902.11	15.00	0.00	
24	Eng Tech III	1	0	M	73	\$4,927.93	\$7,466.22	0.00	0.00	
46	City Clerk	0	1	F	73	\$5,049.16	\$7,617.76	0.00	0.00	
25	Bldg. Inspector	1	0	M	75	\$4,824.13	\$7,336.48	0.00	0.00	
48	Mktg & Comm Coordinator	1	0	M	76	\$5,312.88	\$7,947.41	0.00	0.00	
55	Civil Engineer	1	0	M	77	\$5,308.91	\$7,942.45	0.00	0.00	
33	Asst. Public Works/Parks &	1	0	M	80	\$5,441.47	\$8,108.15	0.00	0.00	
29	Bldg Official	1	0	M	82	\$6,007.40	\$8,815.55	0.00	0.00	Performance
30	IT Manager	1	0	M	82	\$6,423.04	\$9,335.12	0.00	0.00	Performance
31	Police Srgt	4	0	M	82	\$6,866.15	\$8,928.04	15.00	0.00	
53	Asst Park & Rec Director	1	0	M	82	\$6,272.43	\$9,146.85	0.00	0.00	
54	Asst CCD/City Planner	1	0	M	84	\$6,455.05	\$9,375.12	0.00	0.00	Performance
36	Public Works/Parks Supt	1	0	M	89	\$6,435.84	\$9,351.11	0.00	0.00	
35	Police Lieutenant	2	0	M	90	\$7,013.50	\$10,073.18	0.00	0.00	Performance
37	Finance Director	0	1	F	98	\$7,781.57	\$11,033.27	0.00	0.00	
38	Assistant City Manager	0	1	F	98	\$7,667.69	\$10,890.92	0.00	0.00	Performance
39	Comm Devel Director	1	0	M	98	\$7,748.49	\$10,991.93	0.00	0.00	Performance
40	Police Chief	1	0	M	101	\$8,004.39	\$11,311.80	0.00	0.00	Performance
41	Parks & Public Works Dire	1	0	M	106	\$8,012.54	\$11,321.98	0.00	0.00	
42	City Manager	1	0	M	124	\$9,795.83	\$13,551.09	0.00	0.00	

Job Number Count: 51