



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

REGULAR CITY COUNCIL MEETING

November 28, 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. Donations

Documents:

[COUNCIL REPORT - DONATIONS.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:

[11-14-16 SPECIAL MEETING MINS DRAFT.PDF](#)

[11-14-16 OCWS MEETING MINS.PDF](#)

[11-14-16 CC MINS.PDF](#)

B. List Of Claims

Documents:

[COUNCIL REPORT - LIST OF CLAIMS.PDF](#)

C. Approve Changes Orders For Lift Station 5 & 6 City Project #16-2

Documents:

[COUNCIL REPORT - APPROVE CHANGE ORDERS CITY PROJECT 16-2.PDF](#)

D. Declare Property As Surplus

Documents:

[COUNCIL AGENDA REPORT - DECLARE PROPERTY AS SURPLUS.PDF](#)

E. October 2017 General Fund Budget Report

Documents:

[COUNCIL REPORT - OCTOBER 2016 GENERAL FUND BUDGET REPORT.PDF](#)
[OCTOBER 2016 GENERAL FUND BUDGET REPORT.PDF](#)

F. October 2017 Investment Report

Documents:

[COUNCIL REPORT - OCTOBER 2016 INVESTMENT REPORT.PDF](#)
[OCTOBER 2016 INVESTMENT REPORT.PDF](#)

G. October 2017 Bank Reconciliation

Documents:

[COUNCIL REPORT - OCTOBER 2016 BANK RECONCILIATION.PDF](#)
[OCTOBER 2016 BANK RECONCILIATION.PDF](#)

H. Council Report - City Licensing

Documents:

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

I. Rental Licensing

Documents:

[RENTAL LICENSING MEMO TO COUNCIL 11-28-16.PDF](#)

J. 2017 Dakota County Community Funding Application & JPA / Recycling Coordinator Wage

Documents:

[COUNCIL REPORT - 2017 DAKOTA COUNTY SOLID WASTE ABATEMENT GRANT JPA.PDF](#)
[FINAL 2017 COMM FUND APPLICATION.PDF](#)
[DRAFT 2017 COMM FUND JPA V2 \(2\).PDF](#)

11. PUBLIC HEARING

A. Applications For Rezoning (First Reading)(I-1, Light Industrial To A Planned Multi-Use

Development (PMD) With R-4, Multiple Family Residential Underlying Zoning), A Conditional Use Permit To Allow More Than 16 Units And To Allow A Building Taller Than 3 Stories In An R-4, Multiple Family Residential District, Site Plan Review, And Preliminary/Final Plat, All For The Construction Of A New 56-Unit Apartment Building At 260 Marie Ave E. – Jim Tilsen

Documents:

COUNCIL REPORT - 260 MARIE.PDF
RESOLUTIONS - 260 MARIE.PDF
PC REPORT - 260 MARIE.PDF
ATTACHMENTS - 260 MARIE.PDF
MARKET STUDY - 260 MARIE.PDF
LETTERS OF SUPPORT - 260 MARIE.PDF
CIVIL PLANS - 260 MARIE.PDF
ELEVATIONS FLOOR PLANS - 260 MARIE.PDF
RENDERINGS - 260 MARIE.PDF
PARKING INFORMATION - 260 MARIE.PDF

B. Special Assessment Hearing - 435 Bernard Street

Documents:

COUNCIL REPORT - SPECIAL ASSESSMENT HEARING FOR 435 BERNARD STREET.PDF
INVOICE FOR DEMOLITION - 435 BERNARD STREET.PDF

12. NEW BUSINESS

A. Award Sale Of GO Street Reconstruction Bonds, Series 2016B

Documents:

COUNCIL REPORT - APPROVE SALE OF 4,890,000 GO STREET RECONSTRUCTION BONDS, SERIES 2016B.PDF
BONDSALERESOLUTION.2016B.PDF

B. Order Improvement And Authorize Preparation Of Plans & Specifications For Edgewood Lane As Part Of 2017 Street Improvements – Project #17-1

Documents:

COUNCIL REPORT-ORDER PLANS EDGEWOOD.PDF
ATTACHMENT-EDGEWOOD LETTERS.PDF
RESOLUTION-PH AND ORDER PLANS EDGEWOOD.PDF

C. Order Bidwell Street Sidewalk As Part Of 2017 Street Improvement Project #17-1

Documents:

COUNCIL REPORT-ORDER SIDEWALK ON BIDWELL.PDF
ATTACHMENT-BIDWELL PHOTO 1.JPG
ATTACHMENT-BIDWELL PHOTO 3.JPG
ATTACHMENT -BIDWELL PHOTO 2.JPG

D. Predatory Offender Ordinance, First Reading

Documents:

PREDATORYOFFENDER ORD, WSP 11-28-2016.PDF
COUNCIL REPORT - PREDATORY OFFENDER ORDINANCE.PDF

- E. Consider Legal Services Contract For 2017-2021 With LeVander, Gillen, & Miller
Documents:

[COUNCIL REPORT- LEGAL SERVICES.PDF](#)

- F. Approve 2017 Contract Extension For Dome Management Services
Documents:

[COUNCIL REPORT - APPROVE 2017 CONTRACT EXTENSION FOR DOME
MANAGEMENT SERVICES.PDF](#)
[ATTACHMENT - 2017 CONTRACT AGREEMENT FOR SPORTS DOME
OPERATIONS.PDF](#)

13. OLD BUSINESS

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: Chantal Doriott
DATE: November 28, 2016
SUBJECT: Donations



City of West St. Paul

BACKGROUND INFORMATION:

Farmers Insurance (Diane Hanzal) - This past week Crime Prevention Specialist Laura Vaughan was contacted by Ms. Diane Hanzal, an insurance agent for Farmers Insurance, who wanted to inform the police department about Farmers Insurance Group's community outreach program. In sum, agents are afforded a certain amount of corporate funds to engage in community outreach efforts. Ms. Hanzal was intrigued by the police department's crime prevention efforts, especially activities involving our youth. Ms. Hanzal intends to donate a \$100 gift card to be used towards police community outreach efforts.

YMCA, Youth Orientated Activities - The West St. Paul YMCA wanted to make sure our police officers had time to interact with our community's youth, especially those youths at risk. As such, the YMCA is donating \$2,000 towards police officers' salary expenses who participate in their youth interaction projects. This past summer several police officers participated in a number of activities. One such activity included the YMCA organizing a group of at risk children whereby police officers had an opportunity to explain to these children what police work entailed, as well as playing games and doing crafts with the children.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Donation	101	30000	40453	\$100
Donation	101	30000	40102	\$2,000
Total:				\$2,100

STAFF RECOMMENDATION:

Publically thank and recognize these donations and accept these donations by passing the attached draft resolution.

On Motion of

Seconded by

RESOLUTION NO. 16-

RESOLUTION ACCEPTING DONATIONS

WHEREAS, Ms. Diane Hanzal, an insurance agent for the Farmers Insurance Group, and the West St. Paul YMCA intends to donate \$100 and \$2,000 respectively towards police community outreach efforts;

WHEREAS, the Mayor and City Council acknowledges Ms. Diane Hanzal' and the YMCA's generosity and extends their appreciation to both Ms. Diane Hanzal and the West St. Paul YMCA for their donations;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts the above described donations and authorizes the police department to expend these funds in the manner described by these organizations.

Adopted by the City Council of the City of West St. Paul this 28th day of November, 2016.

Ayes: Nays:

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk

City of West St. Paul
Special City Council Meeting
Canvass General Election Results
November 14, 2016

1. Call to Order

Mayor David Meisinger called the special meeting to canvass the 2016 General Election municipal results at 4:45 p.m.

2. Roll Call

Present: Mayor David Meisinger, Councilmembers Ed Iago, Dave Napier, Dick Vitelli, John Bellows, Pat Armon and Jenny Halverson. Others present: City Manager Matt Fulton, Fire Chief Mike Pott, City Attorney Korine Land, Assistant City Manager Sherrie Le, and City Clerk Chantal Doriott.

3. Adopt the Agenda

Council consensus to adopt the agenda as presented.

4. New Business

The Council reviewed the "Abstract of Votes Cast" prepared by Dakota County Election staff. The City Clerk explained she was unable to positively identify that all votes were true and correct. The City Clerk explained that she was certain of the votes cast at the six city precincts; she was also certain of the absentee ballot votes cast which included the health care facility votes. She explained she had to rerun these absentee ballots at the County Office in Hastings on Friday, November 12, 2016 due to a counter/scanner malfunction at the City Hall on Election Day. The early votes the County oversaw were ballot counts that she could not verify.

Attorney Korine Land reviewed the Abstract and added the following clause which the City Clerk read "These results are subject to further review following final tabulation by Dakota County and the City Clerk is hereby authorized to amend such Abstract to be consistent with the final tabulation results received."

Clpn. Bellows asked the City Clerk if she felt comfortable enough with the Abstract and she said yes, the work performed by the City and subsequent election judges was good and all six city precincts balanced. The absentee votes counted at the County Office also balanced.

Motion was made by Clpn. Bellows and seconded by Clpn. Iago to adopt the Dakota County prepared Abstract of Votes Cast in the City of West St. Paul Precincts as presented. Councilmembers Armon, Iago, Bellows and Vitelli voted aye. Clpns. Halverson and Napier abstained. Motion carried.

5. Adjourn

Council consensus to adjourn the special meeting at 4:52 p.m.

David Meisinger
Mayor
City of West St. Paul

1. Call to Order

Mayor David Meisinger called the work session to order at 5:00 p.m.

2. Roll Call

Present: Mayor David Meisinger, Councilmembers Ed Iago, Dave Napier, Dick Vitelli, John Bellows, Pat Armon and Jenny Halverson. Others present: City Manager Matt Fulton, Fire Chief Mike Pott, City Attorney Korine Land, Assistant City Manager Sherrie Le, Community Development Director Jim Hartshorn, Public Works Director Ross Beckwith and Finance Director Joan Carlson and City Clerk Chantal Doriott. Patty Kettles from Springsted, Inc. was also present

3. Review the Regular City Council Meeting Agenda

Council consensus to amend the agenda and approve the following:

- Add 12. G. Fire Board appointment discussion;
- Remove item 10.F. and move to 12.H. Wetland Conservation Act Administration; and
- Amend City Council minutes of October 24 under Council comments – Clpn. Napier didn't make Sperl comment but rather Mayor Meisinger did.

4. Agenda Item(s)

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

Motion was made by Clpn. Napier and seconded by Clpn. Bellows to close the meeting pursuant to MN State Statute 13B.05 Subd. 3(b) for attorney-client privilege. All members present voted aye. Motion carried.

Most of the city staff also removed themselves from this part of the meeting.

Motion was made by Clpn. Napier and seconded by Clpn. Bellows to open the meeting at 5:30 p.m. All members present voted aye. Motion carried.

4.B. Utility Rate Study

City Manager Matt Fulton gave an overview. The City contracted with Springsted, Inc. to analyze the sewer fund operations and provide recommendations for future rates. Patty Kettles from Springsted provided a presentation of the study which is available on the city website or by contacting Finance Director Carlson.

4.C. Enterprise Fund Budgets

Finance Director Joan Carlson gave an overview of the following 2017 proposed budget documents with summary and detail for:

- Storm Sewer
- Sanitary Sewer
- Golf Course
- Ice Arena
- Swimming Pool
- Sports Dome
- Enterprise Capital
- Proposed Utility Rates

The detailed information is available on the city website or by contacting Finance Director Carlson at 651-552-4100. This will be addressed again during the public hearing in December when the 2017 budget is presented for final approval and adoption. Comments:

- Finance Director Carlson suggested moving forward with the utility rate increase as proposed for one year and reviewing again later next year.
- Mayor Meisinger suggested we could have a policy to increase 3% each year as needed.
- It's significant to raise or lower anyone's bill, as a policy decision.

Clpn. Bellows would like us to think about regarding I/I on rentals and how they are treated differently as to when they need to do the I/I repairs (if needed). They have to do this now rather than a single family versus duplex and other large complexes. Should we review the time line? Manager Fulton explained rental properties get 24 months from when they get their rental license renewed. Homeowners have 12 months from the sale of the property. Clpn. Bellows would like to review this timeline. Manager Fulton is concerned to reopen this issue. Clpn. Vitelli likes the way this is structured, as a landlord. Clpn. Bellows would like to do the repair at the time of sale because there are typically funds available.

The Open Council Work Session adjourned at 6:30 p.m.

David Meisinger
Mayor
City of West St. Paul

1. Call to Order

Mayor David Meisinger called the meeting to order at 6:30 p.m.

2. Roll Call

Present: Mayor David Meisinger, Councilmembers Ed Iago, Dave Napier, Dick Vitelli, John Bellows, Pat Armon and Jenny Halverson. Others present: City Manager Matt Fulton, Fire Chief Mike Pott, City Attorney Korine Land, Assistant City Manager Sherrie Le, Community Development Director Jim Hartshorn, Public Works Director Ross Beckwith and Finance Director Joan Carlson and City Clerk Chantal Doriott.

3. Pledge of Allegiance

4. Adopt the Agenda

Changes to the agenda as discussed:

- Add 12. G. Fire Board appointment discussion;
- Remove item 10.F. and move to 12.H. Wetland Conservation Act Administration
- Amend City Council minutes of October 24 under Council comments – Clpn. Napier didn't make Sperl comment but was Mayor Meisinger.
- Add 12. H. Consider easement acquisition for Robert Street project.
-

Motion was made by Clpn. Halverson and seconded by Clpn. Vitelli to adopt the agenda with the revisions as noted above. All members present voted aye. Motion carried.

5. OCWS Briefing

Mayor Meisinger gave an overview of the Open Council Work Session held prior to this meeting. The Council held a closed session to learn about Robert Street easement acquisition negotiations; the proposed 2017 utility rate study and the 2017 enterprise fund budgets.

6. Robert Street Review

Public Works Director Ross Beckwith gave an overview of the Robert Street project:

- No shortage of work to be done – a lot of concrete work being done throughout this week and next if weather allows;
- Paving on trails located on Marie and Wentworth – this should be the last paving to do;
- Signals are being installed and temporary ones pulled;
- Mendota and Marie Ave. are up and running;
- Lothenbach before Thanksgiving; and

- Wentworth after the Thanksgiving holiday.

7. Citizen Comments

No one present wished to speak.

8. Council Comments

Clpn. Bellows noticed that after 150 years St. Michael's Church will be closing later this month. It's sad to see it go; however, it's good to see the community school continue.

Clpn. Armon said Congrats to the St. Croix Lutheran Football Team who is in the semi-finals with a game this Saturday at 4:30 at the US Bank stadium. Also, thanks to the residents along Butler close to Robert Street who tolerates a lot of litter in this area and thanks to Jim Wallner and others who clean up this litter. We appreciate your efforts

Clpn. Vitelli said the Sibley High School hockey teams are out selling fund raising discount cards. If they call upon you this is made up of all local businesses and there are good deals. The card is \$20.00. Also, Valvoline Oil Change needs to clean up the front of their property; they have been contacted by Clpn. Vitelli to no avail.

Clpn. Napier in the spirit of our two high schools - St. Croix and Sibley – the Sibley girl's hockey team is ready to go and the boys team is holding try outs. We support the high school and their students.

Clpn. Iago heard an interesting comparison of Thanksgiving and the current election. It didn't have anything to do with the outcome but rather the preparation that goes into getting ready for the one day; it's an awful lot of work. A special thank you to our Clerk and all of the election judges who served this election – thank you.

Mayor David Meisinger said thank you to all the election judges including Clpn. Armon and Clpn. Iago who served this election as a judge and our Clerk Chantal Doriott. It's a very long day and we appreciate all the efforts from these people.

9. Proclamations, Presentations and Recognitions

A. Acceptance of a Donation from Lawrence and Virginia Coss and the Coss Foundation

Police Chief Shaver gave an overview and introduced Ms. Coss. Ms. Coss said her husband started Green Tree and this endeavor has enabled them to start their foundation. They have been generous with education and are now turning to the K-9 program education.

Officer Joe Gobely read a special presentation proclamation for the Coss Foundation and family members. Council congratulated the family.

Motion was made by Clpn. Napier and seconded by Clpn. Bellows to adopt Resolution No. 16-115 accepting a donation in the amount of \$25,000 from Lawrence and Virginia Coss / Coss Foundation as presented. All members present voted aye. Motion carried.

B. Accept \$700 Donation from Commercial Club for Halloween Bonfire

Manager Matt Fulton gave an overview. Mayor Meisinger said this was a fun event for all and he was glad they managed to light the fire as the weather was questionable.

Motion was made by Clpn. Bellows and seconded by Clpn. Vitelli to approve and graciously accept the \$700.00 donation from the Commercial Club as presented. All members present voted aye. Motion carried.

C. Acceptance of a Hero's and Helpers Donation from Target

Police Chief Shaver gave an overview of this donation that Crime Prevention Specialist Laura Vaughn applied for.

Motion was made by Clpn. Napier and seconded by Clpn. Bellows to adopt Resolution No. 16-116 from Target Corporation for Hero's and Helpers project in the amount of \$2,000.00 as presented. All members present voted aye. Motion carried.

D. Acceptance of a Youth Bank Project Donation

Police Chief Shaver gave an overview.

Motion was made by Clpn. Bellows and seconded by Clpn. Vitelli to approve and graciously accept the \$100.00 donation from the Youth Bank Project as presented. All members present voted aye. Motion carried.

10. Consent Agenda

- A. City Council Meeting minutes and Work Session minutes of October 24, 2016
- B. List of Claims
- C. Updated 2017 Fee Schedule
- D. Rental Licensing
- E. Council Report - City Licensing
- F. MOVED to 12. H. Resolution No. 16-XX to Approve the Administration of the Wetland Conservation Act of 1991
- G. Approve Resolution No. 16-117 and Resolution No. 16-118 Approving the 2017 General Services and Salaried General Services Pay Plans

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

11. Public Hearing

A. Final Reading - Zoning Ordinance Amendment, Sections 153.004 and 153.050 through 153.128 relating to Group Homes

Attorney Land gave an overview stating in July 2015, the City Council adopted a one-year moratorium on accepting any zoning applications related to transitional housing, foster care, overnight shelters, and chemical dependency facilities.

The one-year has expired and we are now proposing several ordinance changes to be consistent with recent changes in state law. Our ordinances have numerous types of categories of “group homes” that can be simplified by adopting the state law categories of: State Licensed Residential Care Facilities (i.e. nursing homes, developmentally disabled group homes) and Registered Housing with Services Establishments (i.e. people recently released from prison, chemically dependent-related group homes).

County Social Services Department submitted a letter into the record (attached to the minutes)

The public hearing opened at 6:57 p.m.

No one present wished to speak.

The public hearing closed at 6:58 p.m.

Motion was made by Clpn. Bellows and seconded by Clpn. Armon to approve the final reading and adopt Ordinance No. 16-12 to approve a Zoning Ordinance amendment for Sections 153.004 and 153.050 through 153.128 relating to Group Homes as presented. All members present voted aye. Motion carried.

B. Final Assessment Hearing for the 2015-2016 Robert St. Sidewalk Cleaning

Director Beckwith gave an overview and explained that as is required by Chapter 429 of state statute, the City Council is requested to hold the final assessment hearing for the 2015-2016 Robert St. Sidewalk Cleaning. Attached is the final assessment roll for the project. The final assessments have been completed in conformance with the City’s past practice of assessing the entire cost of the sidewalk cleaning/plowing along Robert Street from Mendota Road to Butler Ave. The front-foot assessment rate used for the project was \$1.58 per front foot. This assessment rate is calculated by taking the total contractor cost with interest and overhead divided by the total front footage of the properties.

The public hearing opened at 6:58 p.m.

No one wished to speak on the final assessments.

The public hearing closed at 6:58 p.m.

Motion was made by Clpn. Armon and seconded by Clpn. Halverson to approve the final 2015 – 2016 Robert Street Sidewalk Cleaning assessment as presented and attached to these minutes. All members present voted aye. Motion carried.

12. New Business

A. Approved Amendment to Temporary Seasonal Pay Plan

Assistant City Manager and HR Director Sherrie Le gave an overview and explained that staff typically reviews temporary and seasonal pay plans on an annual basis. We do not automatically increase the wages based on the COLA. Some years we have made few or no changes to the rates. This year is different.

This year, we had difficulty finding qualified employees to fill many of our seasonal positions in Public Works and Parks and Recreation. Some of the pressure on wages came from the increases over the past two years to the minimum wage in Minnesota. Some of the pressure came from private sector retailers who pay more than what we have been paying for their positions because of the difficulty they also have had finding employees willing to work for those pay rates. Other cities in the metro had the same problem filling their positions this past year. So we are making more changes this year than is typical.

Clpn. Bellows asked for clarification - if we are unable to fill the positions we are raising the rate for said position? Director Le said we ended up hiring whoever walked in to the door which might not have served us the best. We did a lot of advertising and it was a struggle. We believe it might be due to pay.

Clpn. Iago asked about the CSO wages under seasonal and regular position - \$18.66 to \$23.30. Director Le said we have different expectations for fulltime versus temporary positions. Chief Manila said we went from having a 40 hour position to two 20 hour positions. We find CSO officers are busy attending school and often aren't available for 40 hour shifts. Clpn. Iago asked for further clarification on the wage. Director Le said if we hire someone as a regular employee it's by the General Service pay rate and if they are temporary the wage is lower. This happens with other positions as well.

Clpn. Armon would like to see the head judge and/or election judge pay amended. These individuals perform a very good service for the money and deserve to be paid.

Clpn. Iago concurs the responsibilities are substantial and a wage of \$11.00 to \$15.00 could be appropriate; Clpn. Armon concurred.

Motion was made by Clpn. Armon and seconded by Clpn. Halverson to adopt Resolution no. 16-119 approving the temporary pay plans and revise the election judge pay to be \$11.00 to \$15.00 per hour as discussed. All members present voted aye. Motion carried.

B. Approve 2017-2018 LELS Local #72 Labor Agreement

Assistant City Manager Sherrie Le gave an overview. This is the last labor agreement to be negotiated and approved. City Manager Fulton asked to specially recognize Ms. Le and all staff who worked on the negotiations of labor agreements.

Motion was made by Clpn. Vitelli and seconded by Clpn. Iago to approve the 2017 to 2018 LELS Local 72 Labor Contract Agreement as presented. All members present voted aye. Motion carried.

C. Possible Massage Ordinance Changes, Number of Licenses

Police Chief Shaver gave an overview. Recently a West St. Paul business person inquired about obtaining a business massage license but could not due to the ordinance cap. Mayor Meisinger requested a review as to how the caps came to be and in preparation for possible Council consideration in changing the number of business and/or personal massage licenses allowed.

The number of issued licenses was consistent until late 2014, early 2015, when the City started experiencing an increase in business massage licenses. At the same time there were an increasing amount of citizen complaints of possible illicit activities at a few of these establishments. Moreover, in processing these license requests, the police department had concerns over questionable applicants and minimal code requirements.

Currently the City has issued five 2016 business massage licenses and about sixteen personal massage licenses. In 2015, when the cap was placed on the number of licenses, there were four business massage licenses. The initial intention was to reissue the original four business massage licenses and allow attrition to get the number down to the imposed cap of three licenses. However, in June of 2016 after forgetting about the newly imposed cap, staff mistakenly issued a fifth business massage license. Again, these five licenses will be reissued until attrition reduces the number of licenses.

The West St. Paul business person at 1540 Humboldt Ave. is frustrated because she recently moved from a smaller space into a larger space. Chris waltz told her the cap didn't pass so for the last six months she has expanded her business space. Now she learns from Ms. Waltz during the license renewal process that there is a cap and she can't expand her business like she was working on. She would never have made the investment into this larger space and signed a three-year lease. She was very upset.

Attorney Land explained that last year the cap had not passed but during the city code codification it was approved. Council approved the change through the codification in March of this year. Councilmembers made thoughtful comments. There is some concern about amending the ordinance due to the issue of sex trafficking and prostitution in this field of work.

There was no motion to make a change at this time.

D. Acceptance of a 2017 COPS Grant

Police Chief Shaver gave an overview of the grant and process. The U.S. Department of Justice has long since provided a variety of grant opportunities through the COPS office (Community Orientated Policing Services). During my tenure as chief I have and continue to apply for these grants in order to secure personnel, equipment and specialized software. These grants are very competitive and receiving an award is not likely. As with most grants, funding is not provided for on-going operational costs, rather each grant has a specific focus and objective. The 2017 COPS grant has an emphasis on building community trust.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to acceptance the COPS Grant Resolution No. 16-120 accepting a grant from the Department of Justice, COPS Office in the amount of \$250,000.00 as presented. All members present voted aye. Motion carried.

E. Approve Final Payment for 2015 Street Improvements - City Project #15-1

Public Works Director Beckwith gave an overview. All work on the 2015 Street Improvement Project has been completed in accordance with the plans and specifications. This project involved improvements to Marie Avenue from Charlton Street to Livingston Avenue. The contractor, Danner, Inc., has submitted all necessary paperwork and a request for final payment. Staff is in favor of closing this project out and beginning the one-year warranty period.

Motion was made by Clpn. Bellows and seconded by Clpn. Armon to adopt Resolution No. 16-121 accepting the work on the 2015 Street Improvements Project #15-1 and that final payment in the amount of \$85,587.20 be made to Danner, Inc. All members present voted aye. Motion carried.

F. Discussion regarding Liquor License for 1673 S. Robert Street (Requested by Mayor Meisinger)

Mayor Meisinger introduced Mr. John Riley who gave an overview of his want for an off-sale liquor license. He owns a building in which Boozemart has been a tenant for many years. The owner, Mr. North, is trying to sell the store and Party City is leaving in January. Mr. Riley is interested in operating a liquor store in the space and he needs an off-sale license. There is another application on the Police Chief's desk to operate a store at this location. Mr. Riley has been in contact with the North's and they would like to do something seamless. Mr. Riley explained how a person could hold one of these off-sale licenses as leverage and it has value to that person. He is asking that Council consider an off-sale license increase. Boozemart has a lease until December 31 and he would like to start the process so he can take over the business. Attorney Land explained this particular license has value since it is transferable. The North's could sell their license to Mr. Riley.

Police Chief Shaver said there are six off-sale licenses and the North's have submitted a surrender notice with a notice to transfer to the applicant – paper is pending. Mr. Riley could pay to get the application on hold to speed up the process – he could even do the background. Mr. Riley can apply for the license.

Attorney Land said if the applicant can't provide a lease by a certain timeframe, when the license is available, then the application is void. The Chief can begin the process early and do the background and not pay for the license

Clpn. Bellows asked why this license is transferable and Attorney Land said you can consider amending this but currently code allows for this transfer. Does it create any additional challenges? Probably not for the city but it contains value for the owner. These policies do not seem to make any sense at all. We are providing value to owners and this should not continue. Clpn. Iago said this is a good point and he is not sure why we would even give someone a week to get a lease agreement. Mr. Riley said the application without a lease is not valid per our city code. That is his argument. Clpn. Napier said that is exactly what he thinks and agrees with this statement. The first qualified application should go ahead and be processed; especially since there is a signed lease. We want to keep this successful business going. Chief Shaver offered additional comment.

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to have Mr. Riley submit an off-sale liquor license application and have staff perform the necessary background checks. This process will assist Mr. Riley if the other person doesn't have a lease or some other issue comes up. The current applicant may also forfeit their pending application. All members present voted aye. Motion carried.

12. G. Fire Board

Mayor Meisinger reviewed a request from City Manager Matt Fulton for the need to fill a Fire Board position.

Clpn. Iago said the additional member needs to be appointed and this person will need to have an opportunity to see how the Board operates. We need a new member by January 1, 2017. South St. Paul is trying to do the same. Attorney Land was not sure when South St. Paul would be appointing their new member. The SMFD Board meets once a month on the 3rd Wednesday of the month and alternates meeting location between West St. Paul and South St. Paul. The meetings begin at 4:30 p.m. The agenda is prepared by Fire Chief Pott and it is sent out electronically to board members. There are 5 voting members who consist of city managers, finance directors, ex officio members and SMFD. Anyone can show up as the meetings are open to the public and are noticed by state statute. The West St. Paul; City Clerk will notice the next meeting for a possible West St. Paul City Council quorum as some would like to attend a meeting before submitting interest in appointment.

12. H. Former consent Agenda item – A Resolution to Approve the Administration of the Wetland Conservation Act of 1991

Clpn. Bellows said there is no downside to continue what we are doing in regards to what is being proposed and offered. There are actual decisions being made the way we are administering this program now. It doesn't look like there is downside. He doesn't see any reason to change the current situation.

Clpn. Halverson asked what dept. would take care of this type of issue. Director Beckwith said right now public works is trying to formalize the process dealing with MPCA, Mississippi Lower Management Org. and other community organizations. South St. Paul recently approved this change in process in the last year. Clpn. Bellows said the County has been doing this work and this is their responsibility.

Clpn. Napier said it doesn't cost the city money. They continue doing the process. They do work for us all the down and there doesn't seem to be any change. Clpn. Bellows said that is the point – they are already doing this work so why make a change. Clpn. Bellows read the resolution and explained we are delegating a decisions making process. Director Beckwith said he can bring more information to the next meeting. Clpn. Bellows asked “Why do they want to formalize if it's working this way now?”

Motion was made by Clpn. Halverson and seconded by Clpn. Napier to adopt Resolution No. 16-122 regarding the administration of the Wetland Conservation Act of 1991. Clpns. Halverson, Napier, Armon and Vitelli voted aye. Clpns. Iago and Bellows voted nay. Motion carried.

12. I. Robert Street Project Right-of-Way Easement Acquisition

Motion was made by Clpn. Armon and seconded by Clpn. Iago to approve the Robert Street Project right-of-way easement settlement for Parcel 100 as presented during the earlier closed session. All members present voted aye. Motion carried.

13. Old Business

A. Approve Resolution of Support for Dakota County's 2017-2021 CIP

Ross overview and said On June 27, 2016 the City Council approved transportation project requests for Dakota County to include in their 2017-2021 Capital Improvement Program (CIP). Dakota County recently completed their 5-year draft CIP and has included the City's recommended projects. Dakota County requests that each city in the County formally adopt a resolution supporting their respective projects for inclusion in the 2017-2021 CIP. Council reviewed the projects that Dakota County was considering in the resolution for support.

Clpn. Iago said to Manager Fulton the city already did a separated grade study and asked if it was presented to the county. Manager Fulton said he didn't get this to the county in regards to the CIP. Clpn. Iago said the city and county had a study done and in one section it questions a separated grade crossing on Robert Street – the study said there should not be a tunnel but rather a bridge crossing this area. It should be located in the area of Crawford drive. Why would the county claim to be doing another study? Manager Fulton said he would be happy to learn more about the study.

Clpns. Iago and Bellows recommend removing item #9 until further notice: “River to River Greenway crossing of Robert Street. Dakota County is currently leading a study to look at grade separation versus at-grade crossing of Robert Street. Crossing would be influenced by the

redevelopment of the golf course property and in conjunction with the trail along Thompson Ave. (2018)’’.

Clpn. Bellows thinks the study in #9 refers to be completed in Sept. and questions why it needs to be part of the ongoing CIP for 2017 to 2021. This was brought to our attention earlier and keeps getting pushed back. Is there some agenda going on that we are unaware? It’s frustrating. This street has been studied before and it should not be in the CIP. Clpn. Halverson added comment about #9 – it’s just looking at a separated grade in the area of Crawford. She is not sure what the study implies and believes the county is leading the study, not the city. Clpn. Iago said he is concerned because we heard the study has been getting done and it hasn’t. He would like to know how this study plays a part in the study the county is supposedly doing now and also in regards to the CIP being considered. Councilmembers continued to add comments.

Attorney Land said nothing in this CIP binds you to particular project. This is a county CIP. Clpn. Vitelli said this is their project. Mayor Meisinger said this does affect us because it’s our road – Robert Street and he agrees with removal of #9.

Motion was made by Clpn. Iago and seconded by Clpn. Bellows to amend the first motion (below) adopting the Resolution outlining the Dakota County CIP program and removing article #9 of said program. Clpns. Bellows and Iago voted aye. Clpns. Armon, Halverson, Napier and Vitelli voted nay. The motion failed.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to adopt Resolution 16-123 in Support of Dakota County 2017 to 2021 Capital Improvement Program for Transportation, Parks and Buildings as presented. Clpns. Vitelli, Halverson, Napier and Armon voted aye. Clpns. Iago and Bellows voted nay. The motion carried.

14. Adjourn

Motion was made by Clpn. Armon and seconded by Clpn. Napier to adjourn the meeting at 8:30 p.m. All members present voted aye. Motion carried.

David Meisinger
Mayor
City of West St. Paul

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: November 28, 2016
SUBJECT: List of Claims



City of West St. Paul

BACKGROUND INFORMATION:

Invoices to be paid

FISCAL IMPACT:

\$3,451,893.79

STAFF RECOMMENDATION:

Approve payment of attached

CITY OF WEST ST PAUL

Summary of List of Claims
Council Meeting of November 28, 2016

PAYROLL CHECK REGISTER:

Payroll Period		
Date Paid	11/7/16 - 11/20/16	
Direct Deposit	11/25/2016	\$150,800.32

Payroll Period
Date Paid
Direct Deposit

TOTAL NET PAYROLL

\$150,800.32

DISBURSEMENT CHECK REGISTER:

Checks	123328 - 123519	\$2,495,681.41
EFTS	1067 - 1085	\$805,412.06

TOTAL DISBURSEMENT CHECKS

\$3,301,093.47

TOTAL PAYROLL, DISBURSEMENTS, ACH AND WIRE TRANSFERS

\$3,451,893.79

CITY OF W.S.P

Payment Register

From Payment Date: 11/17/2016 - To Payment Date: 11/28/2016

Number	Date	Payee Name	Transaction Amount
Check			
123328	11/17/2016	LAW ENFORCEMENT LABOR	\$1,245.42
123329	11/17/2016	MN TEAMSTERS LOCAL #320	\$1,030.00
123330	11/28/2016	A B C RENTAL	\$82.85
123331	11/28/2016	A R I MECHANICAL	\$357.50
123332	11/28/2016	ADVANCED ENGINEERING &	\$14,939.99
123333	11/28/2016	ADVANTAGE SIGNS & GRAPHICS	\$259.95
123334	11/28/2016	AHLMANS	\$511.50
123335	11/28/2016	AMERICAN PLANNING ASSN	\$380.00
123336	11/28/2016	ANCHOR BANK	\$100.00
123337	11/28/2016	ANCOM COMMUNICATIONS	\$134.30
123338	11/28/2016	ANTONY-THOMAS, LISA	\$186.00
123339	11/28/2016	ARMON/PAT	\$152.50
123340	11/28/2016	ARROW BUICK GMC TRUCKS	\$62.18
123341	11/28/2016	ATEC LLC	\$606.30
123342	11/28/2016	AUGUSTANA CHURCH	\$1,052.00
123343	11/28/2016	B T DESIGN	\$549.00
123344	11/28/2016	BAHR, GENE	\$1,062.00
123345	11/28/2016	BANKS, GARY	\$132.50
123346	11/28/2016	BECKERS, GEORGE	\$165.00
123347	11/28/2016	BERGSTROM, CHERYL	\$282.00
123348	11/28/2016	BROCK WHITE	\$220.04
123349	11/28/2016	BRODIE, JANE, S	\$152.50
123350	11/28/2016	BUREAU OF MOTOR VEHICLES	\$4.00
123351	11/28/2016	BURROUGHS, DENISE M	\$152.50
123352	11/28/2016	CAPRA'S UTILITIES	\$8,082.00
123353	11/28/2016	CARBONES PIZZA	\$50.08
123354	11/28/2016	CARL BOLANDER & SONS	\$23,759.07
123355	11/28/2016	CARLTON, JUDY	\$80.00
123356	11/28/2016	CARR, DAVID	\$152.50
123357	11/28/2016	CDW GOVERNMENT, INC	\$4,429.14
123358	11/28/2016	CENTURYLINK	\$417.82
123359	11/28/2016	CHAPPLE, MARVIN	\$132.50
123360	11/28/2016	CHILD, II, FLOYD , M	\$152.50
123361	11/28/2016	COMCAST	\$469.41
123362	11/28/2016	CORNWELL TOOLS	\$43.95
123363	11/28/2016	CUB FOODS - WEST ST PAUL	\$52.13
123364	11/28/2016	CUTTS/HOWARD	\$210.00
123365	11/28/2016	DAKOTA COMMUNICATIONS	\$55,602.00
123366	11/28/2016	DAKOTA COUNTY FINANCIAL SERV	\$6,064.59
123367	11/28/2016	DAKOTA COUNTY PROPERTY	\$154.65
123368	11/28/2016	DISTRICT COURT ADMINISTRATION	\$2,100.00
123369	11/28/2016	DORIOTT, CHANTAL	\$69.28
123370	11/28/2016	DORMAN, MARIA	\$131.33
123371	11/28/2016	ECIVIS, INC	\$2,500.00
123372	11/28/2016	ECKERT, RITA	\$152.50
123373	11/28/2016	ECKSTROM, BARB	\$258.00
123374	11/28/2016	EDUCATION & TRAINING SERVICES	\$499.00
123375	11/28/2016	EMERGENCY AUTOMOTIVE TECH	\$138.60

Payment Register

From Payment Date: 11/17/2016 - To Payment Date: 11/28/2016

123376	11/28/2016	ETOLL, DEBORAH D	\$152.50
123377	11/28/2016	EUREKA CONSTRUCTION	\$1,708,089.70
123378	11/28/2016	FACTORY MOTOR PARTS	\$232.00
123379	11/28/2016	FELTON, ROGER	\$152.50
123380	11/28/2016	FILTRATION SYSTEMS INC	\$177.55
123381	11/28/2016	FISCHBACH, DANIEL	\$152.50
123382	11/28/2016	FOLEY, SANDRA	\$155.00
123383	11/28/2016	FOTH INFRASTRUCTURE & ENVIRO	\$252.00
123384	11/28/2016	FRAATZ, BRENDA, L	\$87.50
123385	11/28/2016	FROELICH, ANNE	\$177.50
123386	11/28/2016	FROMM, GABRIEL	\$45.00
123387	11/28/2016	FROMM/DOUG	\$240.00
123388	11/28/2016	GERTENS GREENHOUSE	\$1,344.00
123389	11/28/2016	GEVORA, CHRISTINA	\$198.00
123390	11/28/2016	GJEVRE, MONICA	\$182.50
123391	11/28/2016	GOODPOINT TECHNOLOGY	\$3,470.00
123392	11/28/2016	GRAYBEAL, LONA	\$160.00
123393	11/28/2016	HANSEN, JAMES	\$77.50
123394	11/28/2016	HASLERUD, MARJORIE	\$130.00
123395	11/28/2016	HEALTHEAST MEDICAL TRANSPORT	\$85.00
123396	11/28/2016	HOLIDAY STATION STORES	\$55.00
123397	11/28/2016	IAGO, EDWARD	\$159.50
123398	11/28/2016	IAGO, KAREN	\$360.00
123399	11/28/2016	INGEBRIGTSEN, SUSAN	\$152.50
123400	11/28/2016	INVER GROVE FORD	\$550.21
123401	11/28/2016	J P COOKE CO	\$104.67
123402	11/28/2016	JANISCH/JEANNE	\$312.00
123403	11/28/2016	JESKE, JILL	\$246.00
123404	11/28/2016	JIM MURR PLUMBING	\$737.95
123405	11/28/2016	KAGAN, ALAN	\$234.00
123406	11/28/2016	KAGAN, GERALDINE A	\$100.00
123407	11/28/2016	KAMMERER, DIANA	\$150.00
123408	11/28/2016	KEEPRS, INC	\$1,000.46
123409	11/28/2016	KLEIN, BERNARD	\$160.00
123410	11/28/2016	KNOEPFLER, JOEL	\$60.00
123411	11/28/2016	KRAFT CONTRACTING &	\$2,313.31
123412	11/28/2016	KUCHERA, MIKE	\$150.00
123413	11/28/2016	LANGUAGE LINE SERVICES	\$280.18
123414	11/28/2016	LARSEN, PAUL	\$630.00
123415	11/28/2016	LEAGUE OF MN CITIES	\$90.00
123416	11/28/2016	LENOVO INC	\$1,146.90
123417	11/28/2016	LEVANDER, GILLEN & MILLER	\$34,606.34
123418	11/28/2016	LIBERTY TIRE RECYCLING	\$200.11
123419	11/28/2016	LILLIE SUBURBAN NEWSPAPERS	\$645.00
123420	11/28/2016	LIVING LONGER AND STRONGER	\$3,080.00
123421	11/28/2016	LOGIS	\$2,795.50
123422	11/28/2016	LS BLACK CONSTRUCTORS	\$158,460.24
123423	11/28/2016	LY, TOUTH A	\$941.25
123424	11/28/2016	LYONS, RODNEY	\$130.00
123425	11/28/2016	M & B SERVICES	\$9,167.50
123426	11/28/2016	M R P A	\$257.00

Payment Register

From Payment Date: 11/17/2016 - To Payment Date: 11/28/2016

123427	11/28/2016	MAANUM, JULIANNA	\$183.00
123428	11/28/2016	MADISON, SHARON ANN	\$150.00
123429	11/28/2016	MALERICH, DANETTE	\$230.50
123430	11/28/2016	MARCO, INC	\$545.91
123431	11/28/2016	MATHIAS, DEBRA	\$152.50
123432	11/28/2016	MCQUILLAN BROS PLUMBING	\$13,292.00
123433	11/28/2016	MEDERNACH, JUNE	\$975.00
123434	11/28/2016	MEISNER, PATRICIA A	\$330.00
123435	11/28/2016	MELNICK/MARY JANE	\$150.00
123436	11/28/2016	MENARDS	\$835.39
123437	11/28/2016	MIDWEST AQUA CARE INC	\$5,407.50
123438	11/28/2016	MILLER, IDONNA, J	\$85.00
123439	11/28/2016	MILNER, MYRTLE	\$70.00
123440	11/28/2016	MINNEAPOLIS/CITY OF	\$77.40
123441	11/28/2016	MN DNR WATERS	\$144.95
123442	11/28/2016	MN GLOVE	\$60.00
123443	11/28/2016	MN OCCUPATIONAL HEALTH	\$722.00
123444	11/28/2016	MOST, DEBORAH	\$234.00
123445	11/28/2016	MP NEXLEVEL	\$13,957.13
123446	11/28/2016	MULLEN, CHRISTINE	\$155.00
123447	11/28/2016	NORDIN, WAYNE	\$186.00
123448	11/28/2016	NYQUIST, RHEA	\$258.00
123449	11/28/2016	O'REILLY AUTOMOTIVE, INC	\$354.95
123450	11/28/2016	OFFICE DEPOT	\$216.30
123451	11/28/2016	OLSON, MARY LOU, C	\$75.00
123452	11/28/2016	PAGE'S 66	\$5.00
123453	11/28/2016	PAGEL, GARY	\$210.00
123454	11/28/2016	PALMER, ELIZABETH	\$222.00
123455	11/28/2016	PARKOS CONSTRUCTION CO INC	\$28,812.02
123456	11/28/2016	PARRANTO, MARK, S	\$7,037.06
123457	11/28/2016	PEARSON, ELIZABETH	\$152.50
123458	11/28/2016	PEMBER COMPANIES INC	\$108,827.26
123459	11/28/2016	PETERSON COMPANIES	\$10,935.00
123460	11/28/2016	PETERSON/KRISTINE H	\$150.00
123461	11/28/2016	PRO-TEC DESIGN	\$128.57
123462	11/28/2016	R & R SPECIALTIES	\$34.50
123463	11/28/2016	RAMIREZ, MAUREEN	\$165.00
123464	11/28/2016	REAL-TITE INC	\$633.45
123465	11/28/2016	RED WING SHOE STORE	\$412.23
123466	11/28/2016	RICHARDSON, LISA	\$108.00
123467	11/28/2016	RICOH USA INC	\$205.05
123468	11/28/2016	RICOH USA, INC	\$86.58
123469	11/28/2016	RUSSELL, JAMES A	\$168.00
123470	11/28/2016	RUSSELL, KATHLEEN D	\$152.50
123471	11/28/2016	S ST PAUL ANIMAL HOSPITAL	\$2,560.54
123472	11/28/2016	SAFARILAND, LLC	\$1,790.00
123473	11/28/2016	SAM'S CLUB DIRECT	\$336.96
123474	11/28/2016	SAVARD, HOPE	\$150.00
123475	11/28/2016	SAVARD/JOSEPH	\$165.00
123476	11/28/2016	SCHMITT, ALICE	\$1,575.00
123477	11/28/2016	SCHWARTZ, MARTHA	\$155.00

Payment Register

From Payment Date: 11/17/2016 - To Payment Date: 11/28/2016

123478	11/28/2016	SELECTACCOUNT	\$154.03
123479	11/28/2016	SELEEN, PATT	\$75.00
123480	11/28/2016	SELTZ, JOEL , A	\$575.00
123481	11/28/2016	SEVENICH, RITA	\$150.00
123482	11/28/2016	SFDMG, LLC	\$13,451.33
123483	11/28/2016	SHORT ELLIOTT HENDRICKSON, INC	\$13,181.85
123484	11/28/2016	SMEBY, MICHAEL, B	\$150.00
123485	11/28/2016	SNAZA, ESTHER	\$96.00
123486	11/28/2016	SNAZA MAANUM, JEANNE	\$250.00
123487	11/28/2016	SNYDER, JUDITH	\$765.00
123488	11/28/2016	SONNEK, MELISSA	\$30.00
123489	11/28/2016	SOUTHVIEW GARDEN CENTER INC	\$8,865.00
123490	11/28/2016	SPEED PRINT INC	\$250.00
123491	11/28/2016	SRF CONSULTING GROUP INC	\$134,261.94
123492	11/28/2016	ST PAUL/CITY OF	\$1,306.69
123493	11/28/2016	STRUCTURED NETWORK	\$2,378.52
123494	11/28/2016	SUNGARD PUBLIC SECTOR	\$14,900.00
123495	11/28/2016	SWEEN--LEVAN, ANNE	\$110.00
123496	11/28/2016	T - MOBILE	\$1,663.48
123497	11/28/2016	T G LANDSCAPING & CONST	\$2,145.00
123498	11/28/2016	TESCH, LAURA	\$150.00
123499	11/28/2016	TESSMAN SEED	\$685.00
123500	11/28/2016	THUECKS, SHARON	\$80.00
123501	11/28/2016	TRANSUNION RISK & ALTERNATIVE	\$32.25
123502	11/28/2016	TWIN CITY FILTER SERVICE, INC	\$570.74
123503	11/28/2016	TWIN CITY JANITOR SUPPLY	\$460.85
123504	11/28/2016	TWIST OFFICE PRODUCTS	\$77.58
123505	11/28/2016	UNIFORMS UNLIMITED	\$1,075.81
123506	11/28/2016	VAN ORDEN, VANESSA	\$152.50
123507	11/28/2016	VANGUARD CLEANING SYSTEMS	\$2,179.80
123508	11/28/2016	VIKING INDUSTRIAL CENTER	\$40.56
123509	11/28/2016	WAHLQUIST, JOYCE	\$70.00
123510	11/28/2016	WARNING LITES OF MN	\$1,508.50
123511	11/28/2016	WEBBER, BETTY	\$447.00
123512	11/28/2016	WESTERN PETROLEUM CO	\$2,333.24
123513	11/28/2016	WITTE, ELIZABETH A	\$77.50
123514	11/28/2016	WITTE, KENNETH O	\$152.50
123515	11/28/2016	WOLD ARCHITECTS & ENGINEERS	\$2,013.44
123516	11/28/2016	XCEL ENERGY	\$7,900.88
123517	11/28/2016	ZAHRADKA, MARY ELIZABETH	\$258.00
123518	11/28/2016	ZAN ASSOCIATES	\$12,238.16
123519	11/28/2016	ZIEGLER INC	\$36.06

\$2,495,681.41

Type Check Totals:

<u>EFT</u>			
1067	11/16/2016	I C M A	\$200.00
1068	11/16/2016	I C M A RETIREMENT TRUST-457	\$6,795.82
1069	11/16/2016	IRS - PR TAXES	\$47,717.23
1070	11/16/2016	MII LIFE --- VEBA	\$2,925.77
1071	11/16/2016	MN DEPT OF REVENUE - PR TAXES	\$9,867.90
1072	11/16/2016	MN REVENUE	\$100.00
1073	11/16/2016	MSRS - 457	\$1,900.00

CITY OF W.S.P

Payment Register

From Payment Date: 11/17/2016 - To Payment Date: 11/28/2016

1074	11/16/2016	MSRS HCSP	\$2,205.70
1075	11/16/2016	PUBLIC EMPLOYEES RETIRMNT	\$45,172.84
1076	11/16/2016	DEARBORN NATIONAL	\$472.46
1077	11/28/2016	ANCHOR BANK	\$259.64
1078	11/28/2016	BOND TRUST SERVICES	\$159,950.00
1079	11/28/2016	HIGHER STANDARDS INC	\$1,021.54
1080	11/28/2016	MN STATE TREASURER	\$2,500.00
1081	11/28/2016	SELECTACCOUNT	\$426.15
1082	11/28/2016	CHASE, NEW YORK	\$413,018.75
1083	11/28/2016	THE HARTFORD-PRIORITY	\$1,261.49
1084	11/28/2016	SW/WC SERVICE COOPERATIVE	\$99,015.00
1085	11/28/2016	US BANK CARDMEMBER SERVICES	\$10,601.77
Type EFT Totals:			<u>\$805,412.06</u>
TOTAL CHECKS & EFTS			\$3,301,093.47

2016 CREDIT CARD PURCHASES

Transaction date	Cardholder	Vendor	Expense Type	Account Number	Amount	Comments
	Matthew Swenke	K-9 Storm	K-9 Training supplies	101-42100-40455	\$194.00	K-9 harness for Doc Stanley
09/16/16	Matthew Swenke	EliteK-9	K-9 Training supplies	101-42100-40455	\$43.55	K-9 bite pillow
09/19/16	Matthew Swenke	Sam's Club	General Supplies	101-42100-40230	\$68.99	Supplies for Sgt. Gubash's retirement
09/19/16	Matthew Swenke	Party City	General Supplies	101-42100-40230	\$13.26	Supplies for Sgt. Gubash's retirement
09/20/16	Matthew Swenke	Dollar Tree Stores	General Supplies	101-42100-40230	\$6.36	Supplies for Sgt. Gubash's retirement
09/07/16	Matthew Swenke	Red Robin	Travel-Conf/Schools	101-42100-40310	\$26.26	Dinner for Chris W 7& Jerri S. attending training
09/13/16	Matthew Swenke	Best Western	Travel-Conf/Schools	101-42100-40310	\$111.25	Lodging for BCA Conference-St. Cloud-Jerri S.
09/13/16	Matthew Swenke	Courtyard by Marriott	Travel-Conf/Schools	101-42100-40310	\$244.98	Lodging for BCA Conference-St. Cloud-Chris W. & Jerri S.
09/16/16	Matthew Swenke	Best Western	Travel-Conf/Schools	101-42100-40310	\$100.01	Lodging for BCA Conference-St. Cloud-Chris W.
09/12/16	Brian Sturgeon	Positive Promotions	Crime Prevention Supplies	101-42100-40453	\$1,268.42	Crime prevention supplies and give aways
09/22/16	Brian Sturgeon	BCA	Training	101-42100-40310	\$75.00	Search Warrant Training - Reynolds
09/22/16	Brian Sturgeon	BCA	Training	101-42100-40310	\$75.00	Search Warrant Training - Wood
10/05/16	Brian Sturgeon	MN Co Attorney's Assoc	Printing and Publishing	101-42100-40350	\$109.90	Permit to Purchase Firearms cards
09/27/16	Brian Sturgeon	The Boulder	Travel-Conf/Schools	101-42100-40310	\$59.01	Meals for 4 officers at non metro conference
10/24/16	Brian Sturgeon	Caribou	Travel-Conf/Schools	101-42100-40310	\$26.69	Meals for 4 officers at non metro conference
10/13/16	Brian Sturgeon	The Boulder	Travel-Conf/Schools	101-42100-40310	\$57.01	Meals for 4 officers at non metro conference
10/14/16	Brian Sturgeon	Quiznos	Travel-Conf/Schools	101-42100-40310	\$45.15	Meals for 4 officers at non metro conference
10/31/16	Brian Sturgeon	Caribou	Travel-Conf/Schools	101-42100-40310	\$21.52	Meals for 4 officers at non metro conference
09/22/16	Brian Sturgeon	Holiday Inn	Travel-Conf/Schools	101-42100-40310	\$208.90	Lodging for 2 officers at non metro conference
09/22/16	Brian Sturgeon	Holiday Inn	Travel-Conf/Schools	101-42100-40310	\$208.90	Lodging for 2 officers at non metro conference
10/10/16	Brian Sturgeon	Brownells	Equipment	101-42100-40580	\$145.94	Budgeted item- Shot Timer Replacement
10/10/16	Brian Sturgeon	Wal Mart	Ammo	101-42100-40453	\$24.94	Ammo for Hunter Safety Class
10/18/16	Brian Sturgeon	Holiday Inn	Travel-Conf/Schools	101-42100-40310	\$260.00	Crime Prevention Conference and Lodging
09/24/16	Dave Schletty	Shop Cross	Building Supplies	615-49853-40223	\$151.99	Testing Tubes for required air quality tests
09/25/16	Dave Schletty	MRPA	Conference registration	101-45000-40310	\$820.00	Annual MRPA Conference (Dave & Alsha)
09/25/16	Dave Schletty	Walmart	Golf General Supplies	613-49833-40230	\$10.00	food for customer appreciation
09/25/16	Dave Schletty	office depot	office supplies-golf	613-49833-40200	\$84.78	printer ink
11/02/16	chantal doriott	cub foods	counci dinner	101-41110-40490	\$3.99	Counccil dinner
11/02/16	chantal doriott	cub foods	counci dinner	101-41110-40490	\$31.68	Counccil dinner
09/27/16	Manila Shaver	Menards (WSP)	Tile grout, return	415-41940-40520	(\$14.01)	Bathroom tile grout, return, extra amount
09/21/16	Manila Shaver	Menards	General Supplies	101-42100-40453	(\$1.99)	Return of unused supplies
09/24/16	Manila Shaver	Menards (Hudson)	Tile grout	415-41940-40520	\$19.17	Bathroom tile grout
09/24/16	Manila Shaver	Brownells	Part, weapon	101-42100-40220	\$180.37	Rifle weapons parts for assigned MAAG rifle (McCarty)
09/30/16	Manila Shaver	Menards	General Supplies	101-42100-40453	\$10.61	Supplies to build a Jr. SWAT entry door
09/30/16	Manila Shaver	Menards	General Supplies	101-42100-40453	\$60.45	Supplies to build a Jr. SWAT entry door
09/14/16	Sherrie Le	Target	Wellness Incentive	101.44140.40330	\$42.84	2016 Wellness Challenge
09/23/16	Sherrie Le	Furniture Mart/DBA Ashley	furniture	415-41940-40399	\$507.78	Police Soft Interview Room
09/14/16	Sherrie Le	Amazon	Wellness Incentive	101.44140.40330	\$53.98	2016 Wellness Challenge
09/14/16	Sherrie Le	Best Buy	Wellness Incentive	101.44140.40330	\$85.69	2016 Wellness Challenge
09/17/16	Sherrie Le	Walmart	Wellness Incentive	101.44140.40330	\$31.96	2016 Wellness Challenge
09/16/16	Sherrie Le	Target	Wellness Incentive	101.44140.40330	\$46.05	2016 Wellness Challenge
09/23/16	Sherrie Le	survey monkey	survey	101-41110-40490	\$24.00	survey monkey
09/26/16	Sherrie Le	Vollgistics	volunteer software	101-41320-40492	\$31.00	volunteer software
09/22/16	Sherrie Le	Shutterstock	5 Standard License Downloads	101-41320-40433	\$49.00	license downloads
09/30/16	Sherrie Le	Facebook	Ads	101-41320-40433	\$30.00	facebook ads
09/26/16	Sherrie Le	MAGC	Conference registration	101.41320-40310	\$100.00	MN Assoc. of Govt. Communicator's
09/16/16	Ben Boike	Target	Food for rental class	101-41910-40490	\$20.41	Crime Free Rental Class - expenses reimb through class fee
09/19/16	Ben Boike	Zupas Café	Boxed Lunches for rental class	101-41910-40490	\$485.67	Crime Free Rental Class - expenses reimbursed through class fee
09/19/16	Ben Boike	Walgreens	Coffee for rental class	101-41910-40490	\$9.99	Crime Free Rental Class - expenses reimbursed through class fee
09/20/16	Ben Boike	MN DVS	Duplicate Vehicle Tabs	101-41910-40490	\$11.27	duplicate tabs
10/05/16	Ben Boike	SSP \$5 Pizza	Food for rental class	101-41910-40490	\$96.86	Crime Free Rental Class - expenses reimbursed through class fee
10/05/16	Ben Boike	U of M Tickets	conference registration	101-41910-40310	\$75.00	Crime Free Rental Class - expenses reimbursed through class fee
10/11/16	Ben Boike	Zupas Café	Food for rental class	101-41910-40490	\$325.21	Crime Free Rental Class - expenses reimbursed through class fee
10/11/16	Ben Boike	Target	Food for rental class	101-41910-40490	\$8.22	Crime Free Rental Class - expenses reimbursed through class fee
10/12/16	Ben Boike	Target	Food for rental class	101-41910-40490	\$2.99	Crime Free Rental Class - expenses reimbursed through class fee
09/19/16	Marc Gade	Energy Ave	merchandise return	101-41920-40201	(\$94.22)	return
10/03/16	Marc Gade	Amazon	supplies	101-41920-40201	\$43.57	pens,publications
10/03/16	Marc Gade	Amazon	supplies	10-41920-40201	\$49.83	flash drives, cable
10/11/16	Marc Gade	Amazon	supplies	411-41920-40585	\$120.93	universal laptop docking station/cables

2016 CREDIT CARD PURCHASES

Transaction date	Cardholder	Vendor	Expense Type	Account Number	Amount	Comments
09/30/16	Matt Fulton	Marriott	Hotel	101-41320-40310	\$895.08	Lodging at ICMA conference Kansas City (personal check offset)
09/30/16	Matt Fulton	SuperShuttle	transport	101-41320-40310	\$21.24	Transportation from Airport to hotel
09/26/16	Matt Fulton	SuperShuttle	transport	101-41320-40310	\$21.24	transportation from hotel to airport
09/26/16	Matt Fulton	Granite City	Meal	101-41320-40490	\$19.32	monthly meeting with Sup't, Chamber, and MH City Administrator
09/27/16	Matt Fulton	ICMA	Webinar training	101-41350-40310	\$149.00	Social media/citizen engagement webinar stream
09/26/16	Mike Sanders	Ebay	Office Supply	101-45000-40220	\$160.97	Lithium Ion Battery
10/07/16	Mike Sanders	Suburban Ace Hardware	Equipment	602-49450-40220	\$86.71	Power Equipment parts/MTD Snowblower
09/23/16	Mike Sanders	Ebay	Belt Clip Holster	101-43100-40200	\$20.97	Returned item
09/23/16	Mike Sanders	Ebay Return	Belt Clip Holster	101-43100-40200	(\$20.97)	Returned item
11/02/16	Mike Sanders	Trystar	Equipment	602-49450-40580	\$196.67	Camlok
09/14/16	Ross Beckwith	Cub Foods	Refreshments	602-49450-40490	\$1.79	LMR WMO Meeting
09/14/16	Ross Beckwith	Cub Foods	Refreshments	602-49450-40490	\$27.04	LMR WMO Meeting
09/16/16	Ross Beckwith	Cub Foods	Refreshments	551-43121-41113	\$8.99	Robert St mtg
09/16/16	Ross Beckwith	Caribou	Refreshments	551-43121-41113	\$12.84	Robert St mtg
09/30/16	Ross Beckwith	Caribou	Refreshments	551-43121-41113	\$12.84	Robert St mtg
09/30/16	Ross Beckwith	Cub Foods	Refreshments	551-43121-41113	\$8.99	Robert St mtg
10/07/16	Joan Carlson	MNGFOA	training	101-41520-40310	\$30.00	MNGFOA - Govt Acct Class
09/30/16	Jim Hartshorn	Perkins	Meal	209-41121-40490	\$12.37	Meeting with owner of Aamco
09/30/16	Jim Hartshorn	Panera Bread	Coffee	209-41121-40490	\$2.24	Meeting with developer
09/22/16	Jim Hartshorn	Panera Bread	Coffee	209-41121-40490	\$8.12	Meeting with developer
10/12/16	Dennis Schilling	Eventbrite	Continuing Education	101-42401-40310	\$84.99	2016 Fall Seminar MBPTA
10/17/16	Dennis Schilling	Delta	Software training	411-42401-40590	\$125.00	(5) \$25.00 charges
10/19/16	Dennis Schilling	Shell oil	Software training	411-42401-40590	\$49.18	Fuel for the rental car
10/19/16	Dennis Schilling	Alamo Rental car	Software training	411-42401-40590	\$534.05	Rental car
08/17/16	Dennis Schilling	Hilton	Software training	411-42401-40590	\$287.00	Hotel expenses
10/06/16	Dennis Schilling	Hilton	Software training	411-42401-40590	\$154.00	Hotel expenses
10/06/16	Dennis Schilling	Hilton	Software training	411-42401-40590	\$154.00	Hotel expenses
10/18/16	Dennis Schilling	Greenhome	Supplies Genral	101-41940-40230	\$443.00	Air Quality Test
11/03/16	Dennis Schilling	Dick Clothes	Uniforms	101-42401-40217	\$184.99	Shirts for Sabrina
					\$10,601.77	

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Ross Beckwith, PW & Parks Dir./City Engineer
DATE: November 28, 2016
SUBJECT: Approve Change Orders for Lift Station 5 & 6 - City Project 16-2



City of West St. Paul

BACKGROUND INFORMATION:

As part of the City's Lift Station 5 & 6 and forcemain replacement project, changes were encountered in the field. As a result, change orders are required to complete the work.

Change order #7 is the installation of a second air release valve. During the installation of new forcemain from Lift Station 5, a second air release valve was required to be installed. An air release valve goes in at any high point so you don't trap air and cause a problem with the pumping.

Change Order #8 is additional gravel and asphalt needed for both patching and properly tying the road back in. Pavement on County Road 63 (Delaware Ave.) was much thicker than anticipated. In addition, the exact area removed and replaced at the lift stations in order to get better transitions was larger than on the plan.

FISCAL IMPACT:

Change Order #7 is for \$3,892.84. Change Order #8 is for \$9,601.16. The total contract changes to date are \$63,061.78 or 5.7% of the construction contract amount. This project was bid at \$1.1M which was 36% lower than the engineer's estimate. The City's current CIP lists a total budget of \$2.1M for this project. This change order is well within the budgeted CIP amount.

		Amount
Fund:	602	
Department:	49450	
Account:	40530	\$13,494.00

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Change Orders #7 and #8 for a total amount of \$13,494.00 for Lift Station 5 & 6, City Project #16-2.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: November 16, 2016
SUBJECT: Declare Vehicles as Surplus



BACKGROUND INFORMATION:

Through the Police Departments DUI and Drug enforcement efforts the nine below described motor vehicles came into possession of our department. Through the civil forfeiture proceedings, the owners of the motor vehicles lost their claim of ownership to the motor vehicles and their ownership was then transferred to the City of West St. Paul.

Due to the condition of the motor vehicles, the city has no use for them; thus, pursuant to state statute and city code the motor vehicles will be sold at a public auction upon approval.

The motor vehicles are:

2009 Mitsubishi Eclipse VIN: 4A3AK24F59E026616
2011 Acura MDX VIN: 2HNYD2H43BH517246
2005 Volkswagen GTI VIN: 9BWDE61J554031361
Mercury Mountaineer VIN: 4M2ZU55P5WUJ51166
2005 Chevrolet Impala VIN: 2GIWH52K559173579
2008 Ford Focus VIN: 1FAHP34N48W134529
2001 Mercury Villager VIN: 4M2ZV11T11DJ17632
2004 Pontiac Grand Prix VIN: 2G2WR54414269536
2014 Taotao moped VIN: L9NTEACB4E1176747

FISCAL IMPACT:

Pursuant to Minnesota state statute all proceeds from the sale of the above nine motor vehicles will be placed into the Police Department's forfeiture account to be utilized for DUI enforcement efforts.

STAFF RECOMMENDATION:

Adopt the attached draft resolution to declare the above nine motor vehicles as surplus and authorize their sale at auction with proceeds of the sale of the vehicles directed into the police department's forfeiture account.

On Motion of Clpn.

Seconded by Clpn.

RESOLUTION NO. -

A RESOLUTION DECLARING CERTAIN PROPERTY
SURPLUS, AND AUTHORIZING SALE AND/OR DISPOSAL THEREOF

WHEREAS, the below listed vehicles have been forfeited by the police department through the
DWI forfeiture statutes:

2009 Mitsubishi Eclipse VIN: 4A3AK24F59E026616
2011 Acura MDX VIN: 2HNYD2H43BH517246
2005 Volkswagen GTI VIN: 9BWDE61J554031361
Mercury Mountaineer VIN: 4M2ZU55P5WUJ51166
2005 Chevrolet Impala VIN: 2GIWH52K559173579
2008 Ford Focus VIN: 1FAHP34N48W134529
2001 Mercury Villager VIN: 4M2ZV11T11DJ17632
2004 Pontiac Grand Prix VIN: 2G2WR54414269536
2014 Taotao moped VIN: L9NTEACB4E1176747

WHEREAS, certain property is no longer needed for public service, and can be offered for sale
and/or disposal;

WHEREAS, Minnesota Statutes articulate the disbursement and use of funds obtained through
forfeiture;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
WEST ST. PAUL, MINNESOTA the above listed vehicles are declared surplus and authorized
to be auction by law with the proceeds of such sales being disbursed as according to law.

Adopted by the City Council this 28th Day of November, 2016.

Ayes: Nays:

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: November 28, 2016
SUBJECT: October 2016 General Fund Budget Report



City of West St. Paul

BACKGROUND INFORMATION:

Attached is the October 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 October is 83%. Actual revenues total 70% and expenditures total 78%.

All departments are near or below 83% with the following exceptions:

- Mayor/Council – 110% due to higher than expected expenditures for web streaming services and for Winter Fun Fest expenditures (offset by donations).
- Finance – 85% due to severance pay for employee resignation.
- Legal – 92% due to higher than expected civil legal costs.
- Park and Rec – 85% due to higher than expected water fees for the splashpad.

FISCAL IMPACT: None

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the October 2016 General Fund Budget Report.

City of West St Paul
 General Fund Budget to Actual Report
 October 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	1,106	6,666,000	3,387,785	66%
Licenses and Permits	519,500	45,651	350,811	168,689	68%
Intergovernmental Revenues	484,500	18,627	441,768	42,732	91%
Charges for Services	639,205	59,611	494,216	144,989	77%
Fines & Forfeits	125,000	13,875	107,323	17,677	86%
Miscellaneous	231,908	7,745	141,273	90,635	61%
Other Financing Sources	688,000	872	684,681	3,319	100%
REVENUE TOTALS	12,741,898	147,486	8,886,072	3,855,826	70%
EXPENSE					
Mayor and Council	120,652	5,026	132,795	(12,143)	110%
Charter Commission	1,500	-	195	1,305	13%
City Manager / City Clerk	778,375	59,452	639,988	138,387	82%
Elections	28,575	529	16,729	11,846	59%
Finance	378,370	25,630	320,781	57,589	85%
Legal	360,000	27,541	332,398	27,602	92%
Planning & Comm Develop	317,275	22,417	224,705	92,570	71%
Recycling Dept	23,250	609	8,318	14,933	36%
Information Technology	437,225	29,150	337,360	99,865	77%
City Hall Building	205,610	12,685	141,144	64,466	69%
PW Facility	63,000	3,777	43,069	19,931	68%
Police	4,269,675	381,149	3,502,729	766,946	82%
Communications Center	638,065	51,926	521,476	116,589	82%
Fire	2,125,394	177,116	1,416,929	708,465	67%
Building Inspections	415,635	28,318	295,161	120,474	71%
Civil Defense	15,295	-	12,009	3,286	79%
Traffic Signs	23,900	500	17,009	6,891	71%
Animal Control	5,150	-	-	5,150	0%
Engineering	204,004	12,748	141,928	62,076	70%
Streets	1,201,698	50,971	919,297	282,401	76%
Street Lighting	132,025	902	88,103	43,922	67%
Human Resources	138,775	7,913	77,731	61,044	56%
Parks and Recreation	823,450	60,013	697,210	126,240	85%
Transfers Out	35,000	-	35,000	-	100%
EXPENSE TOTALS	12,741,898	958,371	9,922,064	2,819,834	78%
General Fund Totals					
REVENUE TOTALS	12,741,898	147,486	8,886,072	3,855,826	70%
EXPENSE TOTALS	12,741,898	958,371	9,922,064	2,819,834	78%
General Fund Net	-	(810,885)	(1,035,992)	1,035,992	

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: November 28, 2016
SUBJECT: October 2016 Investment Report



City of West St. Paul

BACKGROUND INFORMATION:

Attached is the investment report for October 2016.

FISCAL IMPACT:

There is no fiscal impact.

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the October 2016 investment report.



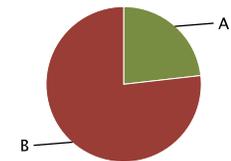
Portfolio holdings

as of October 31, 2016

Summary of Portfolio Holdings

	Cost basis (\$)	Value on 10/31/2016 (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of portfolio
A Cash	-309.97	1,617,994.79	0.00	0.00%	4,368.55	0.27%	23.21%
Cash	-309.97	1,617,994.79	0.00	0.00%	4,368.55	0.27%	23.21%
B Fixed Income	5,334,000.00	5,353,459.59	19,459.59	0.36%	67,525.00	1.26%	76.79%
US	5,094,000.00	5,112,393.99	18,393.99	0.36%	64,525.00	1.26%	73.33%
International	240,000.00	241,065.60	1,065.60	0.44%	3,000.00	1.24%	3.46%
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	\$5,333,690.03	\$6,971,454.38	\$19,459.59	0.36%	\$71,893.55	1.03%	100%

Balanced mutual funds are allocated in the 'Other' category





Portfolio holdings - as of October 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	\$5,333,690.03	\$6,971,454.38	\$19,459.59	0.36%	\$71,893.55	1.03%	100%	100%

Cash	Quantity	Purchase price (\$)/ Avg Price	Price on 10/31/2016 (\$)	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	419.17	1.00	1.00	419.17	419.17	0.00	0.00%	0.00	0.00%	0.03%	0.01%
UBS SELECT PRIME INSTITUTIONAL FUND	1,617,981.16	0.00	1.00	0.00	1,618,304.76	0.00	0.00%	4,368.55	0.27%	100.02%	23.21%
Client investment: \$0.00 Reinvested dividends: \$0.00 Investment return: \$1,618,304.76 (0%)											
USD CASH	-419.17	2.00	2.00	-729.14	-729.14	0.00	0.00%	0.00	0.00%	-0.05%	-0.01%
Total Cash				-\$309.97	\$1,617,994.79	\$0.00	0.00%	\$4,368.55	0.27%	100.00%	23.21%

Total Cash				-\$309.97	\$1,617,994.79	\$0.00	0.00%	\$4,368.55	0.27%	100.00%	23.21%
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Fixed Income	Quantity	Purchase price (\$)/ Avg Price	Price on 10/31/2016 (\$)	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 01.2500% MAT 08/26/19 FIXED RATE CD	245,000.00	100.00	100.02	245,000.00	245,616.06	616.06	0.25%	3,062.50	1.25%	4.59%	3.52%
BANGOR SVGS BK ME US RT 01.1000% MAT 07/15/19 FIXED RATE CD	245,000.00	100.00	100.12	245,000.00	246,084.07	1,084.07	0.44%	2,695.00	1.10%	4.60%	3.53%
BANK OF HAMPTON RO VA US RT 01.0000% MAT 09/27/17 FIXED RATE CD	240,000.00	100.00	100.19	240,000.00	240,689.16	689.16	0.29%	2,400.00	1.00%	4.50%	3.45%
BANKUNITED FSB FL US RT 01.1000% MAT 02/20/18 FIXED RATE CD	200,000.00	100.00	100.63	200,000.00	201,714.05	1,714.05	0.86%	2,200.00	1.09%	3.77%	2.89%
BK OF NORTH CAROLI ME US RT 01.0000% MAT 01/30/17 FIXED RATE CD	200,000.00	100.00	100.13	200,000.00	200,256.00	256.00	0.13%	2,000.00	1.00%	3.74%	2.87%
COMENITY BANK DE US RT 01.3500% MAT 12/12/17 FIXED RATE JUMBO CD	200,000.00	100.00	100.19	200,000.00	200,595.12	595.12	0.30%	2,700.00	1.35%	3.75%	2.88%



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

Fixed Income	Quantity	Purchase price (\$)/ Avg Price	Price on 10/31/2016 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Fixed Income	% of portfolio
US											
COMPASS BANK AL US RT 01.3000% MAT 12/11/17 FIXED RATE CD	245,000.00	100.00	100.58	245,000.00	247,675.10	2,675.10	1.09%	3,185.00	1.29%	4.63%	3.55%
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	240,855.35	855.35	0.36%	4,680.00	1.94%	4.50%	3.45%
FNMA NTS 01.000 % DUE 122617 DTD 122612 FC 06262013	250,000.00	100.00	100.02	250,000.00	250,913.06	913.06	0.37%	2,500.00	1.00%	4.69%	3.60%
FNMA NTS STEP-UP 01.000 % DUE 082421 DTD 082416 FC 02242017	500,000.00	100.00	99.74	500,000.00	499,625.56	-374.44	-0.07%	5,000.00	1.00%	9.33%	7.17%
FNMA NTS STEP-UP 01.250 % DUE 072721 DTD 072716 FC 01272017	500,000.00	100.00	99.31	500,000.00	498,156.94	-1,843.06	-0.37%	6,250.00	1.26%	9.31%	7.15%
GOLDMAN SACHS BK U UT US RT 01.3500% MAT 08/29/17 FIXED RATE CD	240,000.00	100.00	100.45	240,000.00	241,631.08	1,631.08	0.68%	3,240.00	1.34%	4.51%	3.47%
HSBC BANK , NA DE US RT 01.2500% MAT 03/30/20 STEP RATE CD	240,000.00	100.00	100.20	240,000.00	240,472.80	472.80	0.20%	3,000.00	1.25%	4.49%	3.45%
JPMORGAN CHASE & C DE US RT 01.2500% MAT 11/30/18 FIXED RATE CD	200,000.00	100.00	100.06	200,000.00	200,540.66	540.66	0.27%	2,500.00	1.25%	3.75%	2.88%
NEW YORK CITY TRANSITION TAX C-3 RV BE/R/ 1.280 110118 DTD 120412	500,000.00	100.00	100.71	500,000.00	506,755.00	6,755.00	1.35%	6,400.00	1.27%	9.47%	7.27%
SALLIE MAE BK UT US RT 01.5000% MAT 10/10/17 FIXED RATE CD	240,000.00	100.00	100.71	240,000.00	241,911.12	1,911.12	0.80%	3,600.00	1.49%	4.52%	3.47%
SUN NATL BK NJ US RT 01.0000% MAT 10/03/17 FIXED RATE CD	240,000.00	100.00	100.27	240,000.00	240,825.53	825.53	0.34%	2,400.00	1.00%	4.50%	3.45%
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	169,124.25	124.25	0.07%	2,112.50	1.25%	3.16%	2.43%
WORLD'S FOREMOST B NE US RT 02.3000% MAT 08/06/20 FIXED RATE JUMBO CD	200,000.00	100.00	99.32	200,000.00	198,953.08	-1,046.93	-0.52%	4,600.00	2.32%	3.72%	2.85%
Total US				\$5,094,000.00	\$5,112,393.99	\$18,393.99	0.36%	\$64,525.00	1.26%	95.50%	73.33%



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

Fixed Income	Quantity	Purchase price (\$) / Avg Price	Price on 10/31/2016 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Fixed Income	% of portfolio
International											
ORIENTAL BANK PR RT 01.2500% MAT 08/31/17 FIXED RATE CD	240,000.00	100.00	100.44	240,000.00	241,065.60	1,065.60	0.44%	3,000.00	1.24%	4.50%	3.46%
Total International				\$240,000.00	\$241,065.60	\$1,065.60	0.44%	\$3,000.00	1.24%	4.50%	3.46%
Total Fixed Income				\$5,334,000.00	\$5,353,459.59	\$19,459.59	0.36%	\$67,525.00	1.26%	100.00%	76.79%
				Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of asset class	% of portfolio
Total Portfolio				\$5,333,690.03	\$6,971,454.38	\$19,459.59	0.36%	\$71,893.55	1.03%	100%	100%

Total accrued interest (included in market values): \$11,960.28



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: Joan Carlson, Finance Director
DATE: November 28, 2016
SUBJECT: October 2016 Bank Reconciliation



City of West St. Paul

BACKGROUND INFORMATION:

Attached is the summary bank reconciliation for October 2016.

FISCAL IMPACT:

There is no fiscal impact.

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the October 2016 bank reconciliation.

**CITY OF WEST ST. PAUL
BANK RECONCILIATION
October 31, 2016**

ANCHOR BANK BALANCE:

Ending Balance - Checking Account	\$	2,457,268.07
Deposits in Transit		35,475.85
Outstanding Disbursements & Checks		(1,054,260.20)
Petty Cash		3,000.00
RECONCILED BALANCE	\$	1,441,483.72

CITY TREASURER'S BALANCE:

Previous Month's Reconciled Balance	\$	(221,249.04)
Daily Receipts Posted		2,030,186.66
Disbursement Checks Issued		(4,086,822.49)
Payroll Checks and Direct Deposits		(296,446.18)
Cash Journal Entries (net)		3,909,261.45
Adjustments:		
Reverse Prior Months Adj.		106,495.06
Acct. Service Charge		(18.00)
Reconciling Item		76.26
RECONCILED BALANCE	\$	1,441,483.72

CASH ACCOUNT BALANCE:

	\$	1,441,425.46
Adjustments:		
		58.26
RECONCILED BALANCE	\$	1,441,483.72

CITY OF WEST ST. PAUL

10/31/16

FUND NUMBER AND NAME		CURRENT MONTH'S ACTIVITIES		
		BEGINNING BAL	NET REV / (EXP)	ENDING BAL
101	General Fund	2,477,686.27	(1,316,204.30)	1,161,481.97
209	Economic Development Authority	278,363.57	(3,670.33)	274,693.24
212	Insurance Fund	432,751.40	(85,986.62)	346,764.78
213	Innovation Fund	103,746.65	208.00	103,954.65
323	2006 GO Bonds	41,577.43	(41,577.43)	-
324	2008 GO Bonds	1,474.10	(1,474.10)	-
325	2009 GO Refunding Bonds	620,741.92	1,242.00	621,983.92
327	2008 Capital Note	621,064.33	1,242.00	622,306.33
328	2009 Capital Note	851,598.77	1,703.00	853,301.77
329	2012 GO Bonds	663,482.99	1,327.00	664,809.99
330	2013 GO Bonds	73,468.74	147.00	73,615.74
331	2014A GO Bonds	125,225.36	250.00	125,475.36
332	2014B GO Bonds	298,183.84	596.00	298,779.84
333	2015A Refunding Bonds	16,457.36	41,577.43	58,034.79
334	2015B Go Refunding Bonds	89,468.12	1,653.10	91,121.22
335	2015C Go Tax Increment Refunding	(16,453.31)	27,611.84	11,158.53
375	2005 G O TIF Bonds	(79,826.16)	79,826.16	-
401	Vehicle and Equipment Reserve	1,949,541.70	4,088.00	1,953,629.70
402	M S A Streets Fund	87,743.94	(79,842.56)	7,901.38
403	Street Maintenance Fund	793,833.64	(24,587.26)	769,246.38
409	Police and Fire PERA	157,941.02	316.00	158,257.02
411	Technology Replacement Fund	243,848.78	(34,452.78)	209,396.00
413	Parks Improvement Fund	147,523.99	(2,444.27)	145,079.72
415	Govt Facilities Cap Proj	425,839.96	(93,255.76)	332,584.20
450	TIF 1-1	1,030,207.43	2,063.00	1,032,270.43
451	TIF 1-2	286,935.74	(107,361.46)	179,574.28
452	TIF 1-3	46,141.24	20,637.20	66,778.44
453	Lowes TIF	37,722.06	78.00	37,800.06
551	Perm. Improv. Revolving Fund	(5,416,625.98)	(333,076.15)	(5,749,702.13)
600	Storm Sewer Utility	1,401,854.45	8,669.06	1,410,523.51
602	Public Utilities (Sewer) Fund	2,464,935.40	(388,264.76)	2,076,670.64
613	Golf Course Enterprise Fund	71,020.13	(4,632.94)	66,387.19
615	Civic Arena Enterprise Fund	178,558.36	(8,521.45)	170,036.91
616	Swimming Pool Enterprise Fund	(27,360.67)	(1,894.02)	(29,254.69)
617	Regional Athletic Center Fund	836,251.72	22,700.09	858,951.81
705	Investment Fund	(11,429,678.27)	3,867,490.75	(7,562,187.52)
CASH TOTAL ALL FUNDS		(114,753.98)	1,556,179.44	1,441,425.46

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Police Department
DATE: November 28, 2016
SUBJECT: City Business and Liquor Licenses



City of West St. Paul

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.

2017 On-Sale Liquor Licenses

Chipotle, On-Sale, Outside Service, Sunday Sale
Southview Country Club,
Tapper's Pub, On-Sale, Sunday Sale

2017 Off-Sale Liquor License **NEW**

WSP Booze Mart, Off-Sale Liquor, New owner – formerly Booze Mart

2017 Off-Sale Liquor Licenses

Target, Off-Sale, Fireworks

2017 Wine Licenses

Morelos Mexican Restaurant, On-Sale, Wine & Beer, Sunday Sale
Noodles & Company, Wine, Outside Service, Sunday Sale

2017 Business Licenses – No Background

Gamestop #533, Second Hand Dealer
Hometown Tire & Service, Motor Vehicle Related
Menard's Inc, Fireworks
Mister Car Wash, Motor Vehicle Related
Pace's 66, Motor Vehicle Related
Renaissance Fireworks, Robert Square, Fireworks
Renaissance Fireworks, Signal Hills, Fireworks
Simply Vintage, Second Hand Dealer
Twin City Refuse & Recycling, Rubbish-Commercial
US Bench Corporation, Courtesy Benches
Waste Management of MN, Rubbish-Commercial/Residential
Zak's Auto Service, Motor Vehicle Related

City Business and Liquor Licenses
November 28, 2016
Page 2

2017 Business Licenses – Background Required

Sister Lucy Bruskievicz, Massage-Personal
Teresa Bushman, Massage-Personal
Cody Schniepp, Massage – Personal
Todd Uhlenbrauck, Massage – Personal

2017 Special Animal Permit Renewals

Laura Dexter, Exceed Number of Cats and Dogs
John Ramus, Pigeons

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Liquor License Fee	101	30000	32110	25,723.00
Other License Fee	101	30000	32199	5,340.00
Background Fee	101	30000	34208	1,000.00
			Total:	\$32,063.00

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: Community Development Department
DATE: November 28, 2016
SUBJECT: Rental Licensing



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:

206 Curtice Street West (New Rental)

FISCAL IMPACT:

		Amount
Fund:	101	
Department:	30000	
Account:	32170	\$ 290

STAFF RECOMMENDATION:

Staff recommends City Council approve the license application.



City of West St. Paul

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Chantal Doriott, City Clerk
DATE: November 28, 2016
SUBJECT: 2017 Dakota County Solid Waste Abatement Grant Application

BACKGROUND INFORMATION:

Since 1989, the County has provided funding assistance to communities for Waste Abatement Activities. Last year, the City of West St. Paul received \$25,000 in funding. This year, the City of West St. Paul has an opportunity to receive \$26,000 in funding. Dakota County calculates the amount of funding using both Census and Metropolitan Council data regarding population and housing counts.

Each year, Dakota County provides a JPA between the Cities and County for the waste abatement funding. The County will provide a final JPA for the Mayor and City Manager's signature after the City submits, and Dakota County approves, the final grant application for 2017.

As part of the Joint Recycling Coordinator program that Council approved October 10, 2016, a Coordinator position was created and approved, but no salary range set. After reviewing the position duties with Dakota County and other cities who host such a position we are recommending a salary range of \$16.00 to \$20.00 per hour for 2017.

Please review the 2017 Dakota County Solid Waste Abatement Grant application and draft JPA for your consideration. West St. Paul must approve and forward the application to the County no later than November 30, 2016. Also consider the salary range for this new position.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
WSP SCORE Grant	101	30000	333199	\$26,000

	WSP	SSP	Coordinated Budget
Personnel related expenses	\$15,100	\$15,100	\$30,200
Coordinated programming	\$ 4,000	\$ 4,000	\$ 8,000
Independent programming and overhead	\$ 6,900		\$ 6,900

STAFF RECOMMENDATION:

Consider approval of the 2017 Dakota County Waste Abatement Community Funding application, Joint Powers Agreement and salary range as presented.



Dakota County, Physical Development Division
 Environmental Resources Department
 Jenny Kedward, 952-891-7043, jenny.kedward@co.dakota.mn.us
 Application process: Joan Kowski, 952-891-7965,
joan.kowski@co.dakota.mn.us

West St. Paul

2017 Dakota County Community Funding Application Packet

Application Packet and JPA Submittal Date: 2016
 Funding Period: January 1, 2017 - December 31, 2017
 2017 ANNUAL REPORT DUE DATE February 15, 2018

Submit completed Application Packet by:

1. Uploading to the Dakota County Local Solid Waste Staff (LSWS) SharePoint web site
 URL: <https://extranet.co.dakota.mn.us/sites/lsws>
2. Sending electronically to jenny.kedward@co.dakota.mn.us
3. Mail to:
 Jenny Kedward
 Dakota County Physical Development Division
 14955 Galaxie Avenue
 Apple Valley, MN 55124

Main Contact for Municipality

Designated Liaison: Chantal Doriott Title: City Clerk
 E-mail: cdoriott@wspmn.gov Phone: 651-552-4102
 Mailing Address: 1616 Humboldt Avenue City/State/Zip: West St. Paul MN 55118

Secondary Contact for Municipality

Designated Back-up: Matt Fulton Title: City Manager
 E-mail: mfulton@wspmn.gov Phone: 651-552-4101

Communications contact

Name: Chantal Doriott Title: City Clerk
 E-mail: cdoriott@wspmn.gov Phone: 651-552-4102

List of documents and information required as part of the Joint Powers Agreement for Community Funding.

1. Copy of the Official Resolution or Minutes of the Proceedings

Attach an official action from the governing body (e.g., City Council or Commission) requesting the funding allocation OR a certified copy of the official proceedings of the governing body approving the funding allocation.

2. Work Plan

Complete the Work Plan that includes activities, timeline, deliverables, and anticipated measurements.

3. Requested Budget

Attach an itemized budget in Part V using the fund request below.

	Fund Request	County Fund Eligibility
Admin, Outreach/Education, Priority Issue	26,000	Filled in by County
Waste Tire Activities (RSWC Only)		Filled in by County
TOTAL	26,000	Filled in by County

4. Compliance with Public Entity Laws

<i>Attach appropriate documentation</i>	Yes	No*
MN Stat. §115A.552 (community recycling programs in place)	X	
MN Stat. §115A.552 (residents/businesses have the opportunity to recycle) PROVIDE CODE LANGUAGE	X	
MN Stat. §115A.151 (internal recycling programs for facilities under the municipality's control) PROVIDE COPY OF HAULER CONTRACT	X	
MN Stat. §473.848 and §115A.471 (management of solid waste collected under contract from municipal operations)	X	

*If no, identify the timeline and steps being taken to obtain compliance.

5. This work plan incorporates recommendations from the annual Scorecard submitted to the Municipality by County staff.

I certify that this 2017 Community Funding Application Packet was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge. I certify that a 2017 Annual Report demonstrating compliance with this application will be submitted to the Department by February 15, 2018.

Chantal M Doriott

Chantal M Doriott

Name of person completing document

Signature (electronic signature acceptable)

City Clerk
Title

November 17, 2016
Date

2017 Work Plan/Annual Report

I. Administration

Local Solid Waste Staff (LSWS) Meetings

GOAL: Open communications to share activities and results between County and Municipal staff. The designated Municipality Liaison must plan to attend at least **FOUR** out of the six LSWS meetings per year. Prior to each meeting and regardless of attendance, a report must be submitted identifying completed work plan progress and measurements. **NOTE:** newly-assigned Liaisons must attend a Dakota County Master Recycler Composter class.

REPORT: When submitting the Annual Report, check each box next to the meetings attended.

REPORT: 2017 Dates and reports								
	Attended	Submitted report		Attended	Submitted report		Attended	Submitted report
January 12	<input type="checkbox"/>	<input type="checkbox"/>	May 11	<input type="checkbox"/>	<input type="checkbox"/>	September 14	<input type="checkbox"/>	<input type="checkbox"/>
March 9	<input type="checkbox"/>	<input type="checkbox"/>	July 13	<input type="checkbox"/>	<input type="checkbox"/>	November 9	<input type="checkbox"/>	<input type="checkbox"/>

II. Municipal Facility Recycling Program

Internal Recycling Rates

GOAL: Demonstrate compliance with MN Stat §115A.151 to ensure recycling program for facilities under the municipality's control meet best management practices.

REPORT: At the end of 2017, waste diversion tons will be required for report submission. Work with County staff to measure and report waste diversion weights for municipality-controlled facilities and public areas.

City-operated Facility <ul style="list-style-type: none"> • Buildings • Parks • Community centers 	Best Management Practices Mark X if completed See JPA 7.2 a.	2017 REPORT (in cooperation with Dakota County)		
		Annual recycling weight (tons)	Annual waste processing weight (tons)	Recycling rate*
City Hall - Admin				
City Hall - Police				
City Hall - SMFD				
WSP DOME				
Public Works				
Harmon Park				

*Recycling rate = recycling weight / (recycling weight + waste weight)

NOTE: to add more rows, click in the last box in the table and hit the TAB key.

Internal Recycling Education and Activities

GOAL: Promote recycling to all staff in the municipality's administrative buildings and promote organics recycling to applicable staff to help reach recycling rate goal.

REPORT: Update narrative to explain what occurred for employee education.

How do you plan to educate employees within your government offices and buildings about recycling?

2017 PLAN: During new employee orientation and annual employee meeting
 Will give written update on what was discussed – desk recycle, lunchroom recycle, building recycle.
 Recycle, Reduce, Waste Reduction and Education opportunity. We will also send out email recycle tips to employees twice per year.

REPORT:

Administration – lunchroom/kitchen
 Police Dept. – lunchroom/kitchen
 SMFD – lunchroom/kitchen

Staff will review the possibility of having organic recycling at the City Municipal Center (Administration, Police, and South Metro Fire outlined above).

1. Meet with dept. heads to discuss organic recycle.
2. Meet with current haulers to consider logistics of organic recycling at the city facilities.
3. Start reviewing options with city staff and haulers – 3rd and 4th quarter.
4. Implement organic recycle program by 2018.

III. Waste Abatement Activities and Planning

GOAL: Increase residential waste reduction, reuse, and recycling in Dakota County.

REPORT: Update the table with actual measurements when submitting the annual report. Update the event/activity narrative with activity outcomes and describe efforts completed waste planning narrative.

Collection Events and Activities

List the event or activity, date conducted, attendees to an event, weight or volume of material collected). Activities that are not associated with a date should be described in the narrative question. **NOTE:** mattresses, bicycles, and carpet must be reused or recycled if collected. **NOTE:** submit invoices to demonstrate costs for material recycling (mattresses, bicycles, carpet) and for the shred event.

Collection Event/activity Name	Date of activity	2017 REPORT: Actual Metric (tons and attendees)
Paper shredding event (required)	Spring (April)	
Paper shredding event	Fall (new)	
Annual Recycle Event w/IGH	Fall	
Appliance Collection	Spring (May)	
Pumpkin Recycle Collection	Fall (Oct.)	

NOTE: to add another row, click in the last box of the table and press TAB.

Describe other waste abatement activities and/or program development conducted by municipality.

2017 PLAN: As noted above there are several collection opportunities for waste abatement activities. We are also in the process of coordinating this program with South St. Paul and in hiring a specific Recycling Coordinator there should be room for additional events and activities.

REPORT: A written report will be done for each event.

Community festivals/events

Community festivals and events are defined as special events at a non-residential location that draw large crowds of people for multiple hours.

What mechanism will be applied at community events/festivals within the municipality for recycling best management practices? Describe both the mechanism (i.e., systemic changes) and outreach provided to event/festival organizers and vendors.

2017 PLAN: Recycling Coordinator will work with City staff to see if implementation of such practices can be incorporated into the city code and/or licensing application processes.

REPORT: A report on the findings of the plan will be brought forward.

List community events/festivals that municipality will assist in 2017.

Name of Event	Date(s) of event	Recycling, Organics, or both?	Will you need County resources? (E.G., X-frames, bags)	Event location	2017 REPORT	
					Weights (recycling, organics, trash), lbs	Waste diversion rate* (%)
City Open House	May	Both	Frames, bags	City Hall, 1616 Humboldt Ave		
Other events will be scheduled but are not known at this time						

*Waste diversion rate = (recycling weight + organics weight) / (recycling weight + organics weight + trash weight)

IV. Outreach and Education

Website content

GOAL: Local collection information and consistent recycling and waste abatement messaging throughout the County.

- I verify that all information on the municipal website regarding solid waste reduction, reuse, recycling, organics diversion and household hazardous waste links to applicable County webpages.

Required Communication

GOAL: Inform residents about curbside recycling opportunities, household hazardous waste services at The Recycling Zone, and food waste prevention. Each municipality is required to:

All municipalities: Include two articles in city newsletters on curbside recycling and The Recycling Zone residential services.

Large municipalities (Rural Solid Waste Commission and communities with over 1,000 households):

- Complete at least ONE of the following for recycling and/or household hazardous waste:
 - Send an additional direct mailer to residents
 - Coordinate a large event to celebrate recycling (e.g., Earth Day or America Recycles Day Celebration)
 - Conduct at least two booths or presentations at large community events (e.g., school assembly, Pollution Prevention Day, Farmer’s Market)
- Include food waste prevention in a direct mailer to residents (newsletter articles can count)
- Schedule a presentation for food waste prevention

For RSWC only: Provide education and outreach to rural Dakota County residents about waste tire management activities.

Check or highlight the articles you will use in city newsletters:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Curbside recycling | <input checked="" type="checkbox"/> Fix-It Clinics |
| <input checked="" type="checkbox"/> Master Recycler/Composter classes | <input checked="" type="checkbox"/> Fluorescent light recycling |
| <input checked="" type="checkbox"/> The Recycling Zone | <input checked="" type="checkbox"/> Food waste prevention |
| <input checked="" type="checkbox"/> Backyard composting | <input type="checkbox"/> Recycling Association of Minnesota compost bin sale (1 st quarter) |
| <input checked="" type="checkbox"/> Electronics recycling | |
| <input checked="" type="checkbox"/> Public space recycling | |

Eligible Educational Activities

- Sponsor an event for Earth Day, America Recycles Day or Pollution Prevention Week
- Coordinate an event for a school(s) about recycling, waste reduction or HHW
- Distribute an additional printed outreach piece about recycling or waste reduction
- Presentation/activity to community group (minimum 10 attendees)
- Staff a booth at a community event with waste abatement information (minimum 50 attendees)
- Post social media messages (posts must be at least monthly)
- Other educational activity as approved by Department staff as part of the work plan meeting

Are there additional toolkits/topics you would like County staff to provide?

None known at this time.

Are there additional print or electronic pieces you would like County staff to develop? If so, when would you like each piece?

None known at this time.

List social media that the city uses, if any, including the audience.

West St. Paul uses Facebook primarily but we also use Twitter occasionally. We also have a very nice, new, interactive website. The city places articles in the local newspaper to advertise large events: South-West Review and St. Paul Voice.

REPORT: Update the table with actual measurement when submitting the annual report. Provide any additional activities related to residential recycling education and outreach

Outreach mechanism and topic	Date or season	2017 REPORT: Actual Metric <ul style="list-style-type: none"> • Date of activity • Number of residents reached
<i>Example: City newsletter-recycle everywhere in the home</i>	<i>Spring</i>	<i>Spring newsletter (April), 13,853 residents</i>
City newsletter – articles Spring-Recycling Zone Summer – Recycling at home Fall-Food waste Winter	February, May, August and November	
Social Media	Ongoing	
Twitter	Ongoing	
Food Waste Prevention Presentation with County		

NOTE: to add another row, click in the last box of the table and press TAB.

V. Priority Issue : Organics Recycling

GOAL: To increase awareness of organics recycling for residents; decrease the amount of food thrown away in households; and, increase the recycling rate with organics collection.

Based on 2016 work plan results, what municipality-wide organics diversion for residents will be implemented?

2017 PLAN: Thompson Park in West St. Paul currently offers residents an opportunity for organic recycling.

REPORT:

Describe additional planning efforts to implement municipality-wide organics diversion for residents.

2017 PLAN: We will continue to work with the county on the Thompson Park organics program. We will also have our Recycling Coordinator visit ways in which we can implement organic recycling at local restaurants.

REPORT:

Based on 2016 work plan results, what municipal buildings will you start collecting organics recycling?

2017 PLAN: The goal would be to start with City Hall – Admin, Police and possibly SMFD. See above Municipal Recycling Facility Program section

REPORT:

VI. 2017 Community Funding Budget and Expense Form

Municipalities must submit an attached a budget sheet. Municipality contributions are not mandatory but help the Department identify needs for this program. Funding from budgets MAY be carried over to the next year for specific projects.

2017 BUDGET (attach)

Include itemized Administrative expenses. Include total itemized expenses to accomplish the required tasks within each category: Municipal Facility Recycling, Outreach and Education, Waste Abatement Activities and Planning, and Priority Issue.

REPORT: Submit a completed budget sheet with actual expenses.

	County Funds	Municipal Fund - In-Funds (Staff time)
Salary (new Recycling Coordinator)	13,000	
Program Administration (\$200 mo.)	2,000	400
Mileage	500	
Municipal Facility Recycling - Priority Issue	1,000	1,000
Outreach, Education, Events	2,500	
Waste Abatement Activities & Planning	2,500	
Recycling Coordinator Fees (conference)	1,000	
Advertisement, Distribution, Mailing	3,000	1,500
Other	500	
TOTAL	\$26,000.00	\$2,900.00

Total percent FTE for your municipality to coordinate this program: please see above.

**JOINT POWERS AGREEMENT TEMPLATE
BETWEEN THE COUNTY OF DAKOTA AND
THE CITY OF _____
FOR 2017 WASTE ABATEMENT COMMUNITY FUNDING**

This Agreement is between Dakota County (County) and the City of _____ (Municipality).

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

WHEREAS, the County of Dakota (County) and the Municipality are governmental units as that term is defined in Minn. Stat. § 471.59; and

WHEREAS, Metropolitan counties are responsible for waste management policy and programs (Minn. Stat. §115A.551); and

WHEREAS, counties may require local cities and townships to develop and implement programs, practices, or methods designed to meet waste abatement goals (Minn. Stat. §115A.551); and

WHEREAS, Dakota County Solid Waste Ordinance 110 requires each municipality in the County to have a solid waste abatement program that is consistent with the Dakota County Solid Waste Master Plan (Master Plan); and

WHEREAS; by Resolution 12-154 (March 27, 2012), the Master Plan (Master Plan) was adopted by the County Board of Commissioners, and was subsequently approved by the Minnesota Pollution Control Agency on May 24, 2012; and

WHEREAS, the Master Plan includes multiple strategies to enhance and leverage resources to help the County meet waste management objectives; and

WHEREAS, the Master Plan supports performance-based funding for Municipalities to develop and implement waste abatement programs, education, and outreach; and

WHEREAS, community funding and waste tire activity amounts are established by the County Board each year as part of the Environmental Resources Department (Department) budget; and

WHEREAS, by Board Resolution #16-____, the County Board approved 2017 community funding as presented to the Physical Development Committee of the Whole on August 16, 2016, contingent upon the availability of funds and subject to funding levels approved by the County Board as part of the 2017 budget; and

WHEREAS, the Program continues responsibilities for municipalities to communicate County messages for proper waste management and to promote The Recycling Zone services; to plan and implement recycling and organics diversion practices; and to sustain recycling at municipal buildings, parks, and events/festivals; and

WHEREAS, new Program responsibilities for cities/RSWC include hosting a residential shredded paper event, ensuring materials collected at community cleanup days are reused or recycled, and focusing on food waste prevention as a component of the organics diversion priority strategy; and

WHEREAS, the RSWC has an additional responsibility for waste tire activities for residents in rural Dakota County; and

WHEREAS, County responsibilities include providing technical assistance, container labels, and waste educational messages and images; maintaining waste management information on the County website; hosting Master Recycler/Composter classes; and providing best practice strategies and resources for

waste diversion measurement, events/festivals, and the food waste prevention and organics diversion priority issue; and

WHEREAS, separate Joint Powers Agreements with municipalities identify municipality and County responsibilities and fund allocations.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and Municipality shall derive from this Agreement, the County and _____ hereby enter into this Agreement for the purposes stated herein.

SECTION 1 PURPOSE

The purpose of this Agreement is to provide for cooperation and funding between the County and the Municipality for the implementation and operation of a local comprehensive landfill abatement program by the Municipality in accordance with this Joint Powers Agreement and the 2017 Dakota County Community Funding Application Packet (attached and incorporated herein as Exhibit 1) that is submitted by the Municipality.

SECTION 2 PARTIES

The parties to this Agreement are the County of Dakota, Minnesota and the City of _____ (Municipality).

SECTION 3 TERM

Notwithstanding the dates of the signatures of the parties, this Agreement shall be in effect January 1, 2017, and shall continue in effect until December 31, 2017, or until termination in accordance with the provisions herein. This Agreement may be amended in accordance with Section 12 and incorporation of subsequent years' approved funding application packet.

SECTION 4 COOPERATION

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

SECTION 5 PROGRAM

5.1 PROGRAM PURPOSE. The Dakota County Board of Commissioners adopted the 2012-2030 Solid Waste Master Plan (Master Plan) on March 27, 2012, as required, to implement the Minnesota Pollution Control Agency's (MPCA) 2010-2030 Metropolitan Solid Waste Management Policy Plan. The Master Plan identifies performance-based funding for Municipalities to develop and implement waste abatement programs, education, and outreach. The Community Funding Program purpose includes: ensure that residents and businesses have the opportunity to recycle; and to develop, implement, and maintain projects, programs, practices, and methods to meet waste abatement objectives. The Community Funding Program supports the County's efforts for broad-based education and implementation of local programs and projects for waste reduction, reuse, recycling, hazardous waste management, and organics diversion.

5.2 ELIGIBILITY. Eligible Municipalities include all cities in Dakota County and the Rural Solid Waste Commission (RSWC) representing the 13 townships, and six small cities in rural Dakota County.

5.3 ANNUAL APPLICATION, WORK PLAN AND BUDGET. Annually, each Municipality shall submit an Application Packet that includes the annual work plan and budget breakdown for each funding activity to the County by the due date specified in writing by the County and on forms provided by County staff.

5.4 IMPLEMENTATION. The Municipality shall develop, implement, and operate a local comprehensive landfill abatement program that complies with the Master Plan, Dakota County Solid Waste Ordinance 110 and Exhibit 1.

[For RSWC only 5.41 COMPLIANCE WITH LAWS/STANDARDS. If a waste tire collection event is conducted, the RSWC shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations, including management of the waste tires collected.]

5.5 RECYCLING. Municipalities must ensure the opportunity to recycle exists for all municipal employees, residents and businesses, including at municipality-controlled public areas such as parks, community centers, and city-sponsored events/festivals; must develop and implement programs to increase residential recycling and organics diversion; and must continue planning to implement community-wide organics diversion.

5.6 PRIORITY ISSUE PROGRAM. County staff, with input from Municipalities, develops a Priority Issue Program to accomplish during the multi-year Master Plan reporting cycle. The 2017-2020 Priority Issue is organics diversion. The 2017 year Priority Issue focus is on residential food waste prevention education, implementing organics diversion from 2016 planning results including (if applicable) implementation of organics diversion within municipally-owned/operated buildings, and continued progression for organics best practices and diversion at public events. The Priority Issue is subject to change pending Legislation or County strategic planning.

5.7 PERFORMANCE. County staff will evaluate the Municipality's performance on a quarterly basis pursuant to responsibilities set forth in Section 7 and Exhibit 1. County staff will notify the Municipality in writing if a Recycling Improvement Plan is needed. Within 30 days of notification, the Municipality shall submit a Recycling Improvement Plan signed by the Municipality's authorized representative. The Recycling Improvement Plan must be negotiated with County staff and specify Municipality activities and a timeframe to achieve compliance.

5.8 ANNUAL REPORT. By February 15, 2018, the Municipality shall submit its Annual Report for the year 2017, on the form prescribed by County staff. The Annual Report must be signed by the authorized representative for this JPA. **[For RSWC only:** The Annual Report shall include the waste tire management activities and metrics. If a waste tire collection event is conducted, the Annual Report shall identify the location, hauling and disposal costs, and number of tires collected.]

5.9 AUDIT. County staff may audit one or more buildings operated by the Municipality through a waste sort or other means of waste assessment. This data will be used by the Municipality and County to gauge how successful the internal waste management program is, which will influence the Work Plan.

SECTION 6 FUNDING

6.1 FUNDING AMOUNT. Communities receive performance-based funding in part from pass-through grants from the State. Funding amounts are contingent upon available State and County funds, and reflect the funding levels presented to the County Board as part of the annual budget. The 2017 funding for the Municipality shall be in the total amount not to exceed \$ _____, as set forth in Exhibit 1.

[For RSWC only: 6.12 WASTE TIRE MANAGEMENT FUNDING. Dakota County shall pay the RSWC an amount not to exceed \$11,151 for waste tire management in 2017 for rural Dakota County residents.]

6.2 FUNDING PAYMENT. Contingent upon approval by County staff of the Municipality's Annual Report for the funding year 2016, the County will pay the Municipality the funding amount set forth in paragraph 6.1 above for 2017. Payment will be made in one installment within 30 days of receipt of the Annual Report. Municipalities with a complete work plan and an approved Annual Report receive 100% payment for eligible expenses.

6.3 ELIGIBLE EXPENSES. Municipalities may use allocated funds only on eligible items as described below. Eligible expenses are for recycling projects/programs and education and outreach; priority issue activities; **[for RSWC only: waste tire management education and, if necessary, a waste tire collection event]** and include:

6.3.1 Administration and Internal Recycling

- a) Salary and benefits of personnel, full-time and temporary, and consultant services while working directly on the planning, implementing, and promoting of eligible activities.
- b) Matching funds for other related grants consistent with this program (except for MPCA grants).
- c) Subscriptions, memberships, and training (not including out-of-state travel or lodging) necessary for eligible activities.
- d) Data collection and evaluation for effectiveness, efficiency, and responsiveness of landfill abatement activities.
- e) Oversight of Municipality solid waste policy, ordinance and contracts related to landfill diversion.

6.3.2 Outreach and Education

- a) Production and dissemination of education information to increase awareness and participation in recycling programs **[for RSWC only: including for waste tire management]**.
- b) Promotional items (bags, water bottles, t-shirts, etc.) with County staff-approved message and logo.
- c) Education materials for municipal employees, such as signs, trainings and mass communication.

6.3.3 Waste Abatement Activities and Planning [for RSWC only: and Waste Tire Management]

- a) Advertising to promote city-run clean-ups that accept recyclable or reusable materials.
- b) Collection mattresses, bicycles, and carpet for reuse or recycling.
- c) Compostable bags and products that are needed to ensure a community event/festival collects organic materials.
- d) Design and implementation of projects and programs to enhance residential, park and public area recycling.
- e) **[For RSWC only: Hauling and disposal of waste tires collected at a waste tire collection event for rural Dakota County residents.]**

6.3.4 Priority Issue: Organics Recycling

- a) Advertising (print, online, TV, radio) for residential food waste prevention.
- b) Props and other accessories to help educate residents directly (e.g., materials for booths)
- c) Printing of educational materials related to organics diversion and food waste education.
- d) Items necessary to conduct a food waste prevention pilot project for residents including giveaways.
- e) Collection and hauling services related to organics material management at community events/festivals conducted in partnership with the Municipality to implement best management practices.

6.3.4 Non-eligible expenses include:

- a) Expenses related to non-waste abatement waste issues (e.g., energy, water)
- b) Waste collection, transportation or management (i.e., reuse, recycle, disposal), except as provided for in Section 6.3.3(e)
- c) Food or refreshments, unless approved by County staff as compliant with Dakota County Policy 1560.
- d) Payment for collection and management of items that are banned from the landfill (e.g. appliances, hazardous waste, electronics).

Other expenses may be eligible with prior written approval from County staff. Questions about an eligible expense should be directed to County staff.

6.4 FUNDING PAYMENT ADJUSTMENTS. The Dakota County Environmental Resources Director (Director) shall have the authority to approve modifications to the Funding Amount as requested by the Municipality in the Application Packet, as long as the amount payable under this Agreement does not exceed the amount approved by the Dakota County Board of Commissioners and so long as the proposed modifications are consistent with Exhibit 1. The Municipality must expend the community fund by the end of the calendar year, unless prior written approval is received from the Director. Municipalities must return unspent funds (the difference between the amount of funds provided and the amount a Municipality reports as expended), must return funds if expenditures or activities are determined by County staff as not consistent with Exhibit 1, and must return funds if County staff determines performance has not been remedied as identified in the Recycling Improvement Plan pursuant to Section 5.7. If the Municipality fails to fulfill responsibilities, the County may choose to implement activities in the municipality and may recover costs in accordance with Dakota County Solid Waste Ordinance 110.

SECTION 7 RESPONSIBILITIES OF THE PARTIES

The Municipality shall fulfill the following responsibilities under this Agreement:

7.1 Administration. Designate a Municipality Liaison responsible for Program planning, implementation, measurement, and reporting. At minimum:

- a. Ensure Liaison attends at least four out of the six Liaison/County staff meetings each year.
- b. Provide measures and reports of completed responsibilities for each of the six Liaison/County staff meetings.
- c. Ensure newly-assigned Liaisons attend the Dakota County Master Recycler/Composter class.
- d. Develop and submit an Annual Application Packet and Annual Report on forms created by County staff.

7.2 Municipal Facilities Recycling Program. The Municipality must ensure that facilities under its control, from which municipal solid waste is collected, also collects at least three recyclable materials. At minimum:

- a. Recycling collection at municipality-controlled buildings and public areas including municipal parks and community centers, and municipality-sponsored events/festivals meets best management practices, including:
 - i. Containers are strategically located to service employees and visitors in all facilities under the municipality's control.
 - ii. Color-coded labels must be visible on the top and sides of all recycling, organics, and trash containers.
 - iii. All new exterior container lids or openings must be blue for recycling and green for organics.
 - iv. All new internal recycling lids must have Saturn (round/slit) openings and be no-touch lids for trash and organics. New internal containers and lids must be blue for recycling and green for organics, and grey or black for trash
 - v. All trash containers are paired with recycling containers. If organics collection, organics containers must be strategically located and part of a trash and recycling waste station.
 - vi. Exceptions to best management practices for new purchases must be justified and approved by County staff.
- b. All Municipal employees are educated about recycling, including organics diversion if collected.
- c. Work with County staff to measure and report waste diversion weights for municipality-controlled facilities and public areas.

7.3 Residential Recycling Program. The Municipality must ensure the opportunity to recycle exists for residents (single family and multi-unit dwellings). At minimum:

- a. Develop and implement projects and programs to increase residential waste reduction, reuse, and recycling, including:
 - i. Host at least one collection event for residential paper to be shredded and recycled.
 - ii. Modify existing collection events (e.g., cleanup days) to ensure collected mattresses, bicycles, and carpet are reused as a first choice or recycled.
 - iii. Measure and report waste collection weights from each collection event (e.g., cleanup days).
- b. Establish a mechanism for recycling best management practices to be applied at community events/festivals within the municipality.
- c. Provide event/festival organizers and vendors with low-waste recommendations and resources.
- d. **For RSWC only** Conduct waste tire management activities such as a tire collection event for rural Dakota County residents.

7.4 Residential Education and Outreach. Provide education and outreach to all existing and new residents about recycling, household hazardous waste, and food waste prevention. At minimum:

- a. Use County-staff developed resources for all residential education and outreach.
- b. Include at least two articles in municipal newsletters
- c. Use social media, if available, to send timely waste management messages to residents
- d. Complete at least ONE of the following for recycling and/or household hazardous waste:
 - Send an additional direct mailer to residents
 - Coordinate a large event (e.g., Earth Day or America Recycles Day Celebration)
 - Conduct at least two booths or presentations at large community events (e.g., school assembly, Pollution Prevention Day, Farmer's Market)
- e. Submit all outreach materials to County staff before publication. Allow at least three business days for review.
- f. Provide funding source credit on all print materials: Partially funded by the Minnesota Pollution Control Agency and Dakota County.
- g. Provide information on Municipality website for solid waste collection requirements within Municipality boundaries and direct links to the Dakota County website to ensure residents have access to both solid and hazardous waste management information.
- h. **For RSWC only** Provide education and outreach to rural Dakota County residents about waste tire management activities.

7.5 Priority Issue: Organics diversion. Implement and continue planning for community-wide organics diversion. At minimum:

- a. Implement 2016 planning results for municipality-wide organics diversion for residents (e.g., drop sites, education and outreach).
- b. Include food waste prevention in a direct mailer to residents.
- c. Schedule at least one food waste prevention presentation for residents at which County staff will speak.
- d. If applicable, implement organics diversion at municipality-owned/operated buildings.
- e. Provide direct links from the Municipality website to the Dakota County website information for organics and for food waste prevention.
- f. Continue to implement organics best practices and diversion at public events.

The County, through its Environmental Resources Department, shall fulfill the following responsibilities under this Agreement:

- a. Administration:
 - i. Manage allocation and recovery of allocated funds.
 - ii. Develop and provide annual templates for the Application Packet and completed Performance Scorecards for each Municipality.
 - iii. Host six Liaison/County staff meetings each year.

- iv. Provide technical assistance for each Municipality to apply, plan for, measure, and report on work efforts.
- v. Monitor and manage performance and compliance with this JPA.
- b. Education and Outreach
 - i. Provide County staff-developed resources, including articles, images, social media posts, and education kits for solid waste management, household hazardous waste, organics, and food waste prevention.
 - ii. Provide color-coded trash, recycling, and organics labels.
 - iii. Develop and maintain solid and hazardous waste information on the County website.
 - iv. Host at least one Master Recycling Composter session each year.
- c. Projects and Programs
 - i. Develop and provide best practices for solid waste management, including terminology for organics and food waste prevention.
 - ii. Provide effective strategies, resources, and support for Municipality to implement the priority issue.
 - iii. Provide resources and support to Municipality for waste diversion measurements (e.g., contracted audit).
 - iv. Develop and provide low- and no-waste resources for event/festival organizers and vendors.

**SECTION 8
PROPERTY**

Upon termination of this Agreement, any containers, labels and/or necessary infrastructure purchased by the County and provided to the Municipality shall be the sole property of the Municipality.

**SECTION 9
INDEMNIFICATION**

9.1 IN GENERAL. Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents.

9.2 LIMITATIONS. The provisions of Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County and the Municipality

9.3 SURVIVORSHIP. The provisions of this Section shall survive the expiration or termination of this Agreement.

**SECTION 10
AUTHORIZED REPRESENTATIVES AND LIAISONS**

10.1 AUTHORIZED REPRESENTATIVES: The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

TO THE COUNTY

Georg T. Fischer, Director
 Environmental Resources Department Director
 Western Service Center
 14955 Galaxie Avenue
 Apple Valley, MN 55124

TO THE MUNICIPALITY

_____ Mayor (or successor)

In addition, notification to the County regarding termination under Section 11 of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

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

County Liaison: Jenny Kedward
Telephone: (952) 891-7043
Email: jenny.kedward@co.dakota.mn.us

Municipality Liaison: Name: _____
Telephone: _____
Email: _____

**SECTION 11
TERMINATION**

11.1 IN GENERAL. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving thirty (30) days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

11.2 TERMINATION BY COUNTY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the Municipality by email or facsimile is sufficient notice under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

**SECTION 12
MODIFICATIONS**

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

**SECTION 13
MINNESOTA LAW TO GOVERN**

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

**SECTION 14
MERGER**

This Agreement is the final expression of the Agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

**SECTION 15
SEVERABILITY**

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

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

COUNTY OF DAKOTA COUNTY

Georg Fischer, Director
Environmental Resources Department
Date of Signature: _____

CITY OF _____

_____, Mayor
AUTHORIZED SIGNATURE NAME ADDED
Date of Signature: _____

Attest _____

Date of Signature: _____ (title)

AREA BELOW FILLED IN ON FINAL JPA

APPROVED AS TO FORM:

Assistant County Attorney/Date
-16-

County Board Res. No. 16-

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Jim Hartshorn, Comm. Dev. Dir.
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: November 28, 2016
SUBJECT: Rezoning/CUP/Site Plan/Plat – 260 Marie Ave E.



City of West St. Paul

BACKGROUND INFORMATION:

Westview Park Apartments is requesting multiple approvals for the redevelopment of 260 Marie Ave E.:

- 1) Rezoning from I1, Light Industrial to PMD, Planned Multi-use Development with R4, Multiple Family Residential underlying zoning
- 2) Conditional Use Permit to allow a structure containing more than 16 dwelling units and for a structure over three stories in height
- 3) Site Plan review
- 4) Preliminary/Final Plat Review

The applicant is proposing to develop a 4-story, 56-unit market rate apartment building. The proposed building includes studio, one, two and three bedroom apartments, plus several unique two-story loft apartments. The proposed building includes underground parking (1-stall per unit which is included in the rent), a rooftop picnic area and community room, a fitness room, and bicycle storage. The proposal also includes up to 8 “units” on the first level (east wing of building) for service related small businesses. The intent of this space is to allow service providers space to serve the residents of the building as well as the public. Examples of such services are a hair salon, a CPA office, an artist studio, etc.

For more detailed information on the proposed applications please see the attached Planning Commission report.

Planning Commission

The Planning Commission met in regular session on November 15, 2016 and held a public hearing. A number of neighbors were at the meeting and voiced the following concerns:

- 1) Parking – although the proposed development includes 2 stalls per unit (one underground and one above ground which meets code), neighbors were concerned about the possibility of additional on-street parking on Kathleen Ave. Based on the applicant’s experience with their existing buildings, they expressed that they feel the on-site parking will be adequate. The City Attorney mentioned that parking passes were an option for the neighbors if street parking becomes an issue.

Attached please find some additional information provided by the applicant pertaining to concerns raised at the Planning Commission meeting (see “Parking Information”).

- 2) Traffic Safety – Neighbors voiced concern with traffic safety with the proposed access off Marie Ave. The City Engineering Dept. reviewed the plans and based on the low speed limit and site lines, they are not concerned with the proposed access.
- 3) Lighting – concerns were raised about lighting impacting the neighboring single-family homes. The Planning Commission stated that the lighting will be subject to City Ordinance which requires all lighting to be at zero foot-candles at all property lines.
- 4) Foot traffic through the property – Neighbors stated that there is currently a lot of foot traffic along the rear property line of the single-family homes that cut through 260 Marie to the apartments to the east. Both Staff and the applicant stated that a condition could be added to include a 6-foot fence along the entire west property line to prevent foot traffic from continuing to cut through the property. The Planning Commission added the condition to the Site Plan recommendation.
- 5) Height of building – there was question as to the height of the building. The applicant stated that the height of the building was predicated on the size of the lot, setback requirements, and the number of units needed to make the project financially feasible. The architect mentioned that the top floor was setback into the building which should minimize the impact of the height in surrounding properties.
- 6) Privacy – Neighbors also mentioned concern about reduced privacy for their back yards. The applicant mentioned the existing 30-50’ tall evergreens will be maintained directly adjacent to the single-family home and that the plans include 5 newly planted 20-foot tall evergreens as well as the fact that the building is, at closest, setback 70 feet to the nearest neighboring single-family lot.

The Planning Commission voted as follows:

- 1) Rezoning – Planning Commission voted 5-0 to recommend approval subject to the listed conditions below.
- 2) Conditional Use Permit- Planning Commission voted 5-0 to recommend approval subject to the listed conditions below (*condition 2 added by Planning Commission*).
- 3) Site Plan- Planning Commission voted 5-0 to recommend approval subject to the listed conditions below (*conditions 3c and 3d added by the Planning Commission*).
- 4) Preliminary/Final Plat – Planning Commission voted 5-0 to recommend approval subject to the listed conditions below.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		N/A

STAFF RECOMMENDATION:

Staff recommends that the City Council hold the public hearing and approve the first reading of the Rezoning and approve the two Conditional Use Permits, the Site Plan, and the Preliminary/Final Plat subject to the listed conditions as follows (*amendments from the Planning Commission noted in italics*):

Staff recommends APPROVAL of the FIRST READING of the REZONING of 260 Marie Ave from I1, Light Industrial to PMD, Planned Multi-use Development with R4, Multiple Family Residential underlying zoning subject to the following conditions (FINAL READING IS SCHEDULED FOR DEC. 12, 2016):

1. Council approval of the corresponding Conditional Use Permit, Site Plan, and Plat applications.
2. MetCouncil approval of a Land Use Plan amendment changing the current designation of the property as “Industrial” to “Multi-Family”
3. The identified spaces for commercial use shall be limiting to those uses allowed in the B2, Neighborhood Zoning District. Should any future proposed use require a Conditional Use Permit in the B2 District, the applicant shall be required to obtain a Conditional Use Permit.

Staff recommends APPROVAL of the CONDITIONAL USE PERMIT to allow a structure with more than 16 units and to allow a structure over three stories in height in an R4, Multiple Family Residential District at 260 Marie Ave subject to the following condition:

1. Council approval of the corresponding Rezoning, Site Plan and Plat applications.
2. *Hours of operation for the business tenants shall be 7 AM to 10 PM.*

Staff recommends APPROVAL of the SITE PLAN for the development of 260 Marie Ave Oakdale subject to the submitted plans and the following conditions:

1. Council approval of the corresponding Rezoning, Conditional Use Permit and Plat applications.
2. The applicant shall apply for all applicable building and sign permits. All proposed signage must meet the requirements of Section 153 of the Zoning Ordinance.
3. Upon application of a building permit the applicant shall provide the following:

- a. an irrigation plan. All landscaping is required to be irrigated per Section 153.031(4)(b) of the Zoning Ordinance.
 - b. a revised site plan including all drive aisle widths. Said drive aisle widths must meet the minimum with requirements per Section 153.347 of the zoning ordinance.
 - c. *a revised site plan that includes a 6-foot tall maintenance free fence along the western property line from Kathleen Dr. to Marie Ave as approved by Staff.*
 - d. *a revised site plan that includes a bike rack by the main entrance.*
4. The applicant shall adhere to the recommendations outlined in the attached memos provided by the City Civil Engineer, and the Environmental Committee.

Staff recommends APPROVAL of the PRELIMINARY/FINAL PLAT for 260 Marie Ave subject to the submitted plat drawings and the following conditions:

1. Council approval of the corresponding Rezoning, Conditional Use Permit, and Site Plan applications.
2. The Final Plat shall be recorded within one year and prior to application of a building permit.

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

RESOLUTION NO. 16-

**A RESOLUTION APPROVING THE SITE PLAN
FOR 260 MARIE AVE E.
(JIM TILSEN)**

WHEREAS, a Final Site Plan has been submitted to the City for property legally described as:

CURRENT:

LOT 1: PT OF SW 1/4 OF SE 1/4 BEG S LINE 166.82 FT E OF SW COR N PARR W LINE 332.71 FT TO S LINE MARIE AVE SE ON S LINE MARIE 471.25 FT TO S LINE W ON S LINE 328.83 FT TO BEG, SECTION 20 TWN 28 RANGE 22

LOT 2: PT OF NW 1/4 OF NE 1/4 BEG N LINE 198 FT E OF NW COR S ON E LINE OF A.E. REHNBERGS SOUTHVIEW ADD 135 FT TO N LINE KATHLEEN DR E 76.32 FT NE ON CUR 214.37 FT N 45D E 58.11 FT TO S LINE MARIE AVE N 45D W 20.00 FT TO N LINE W 297.65 FT TO BEG, SECTION 20 TWN 28 RANGE 22

PROPOSED PLAT:

LOT 1, BLOCK 1 TILSENS WESTVIEW PARK SECOND ADDITION

WHEREAS, a public hearing concerning the Site Plan was held before the West St. Paul Planning Commission on November 15, 2016; and

WHEREAS, the West St. Paul Planning Commission has recommended that the City Council of West St. Paul approve the Site Plan.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF WEST ST. PAUL that the Site Plan for 260 Marie Ave requested by Jim Tilsen is hereby approved subject to the following conditions:

1. Council approval of the corresponding Rezoning, Conditional Use Permit and Plat applications.
2. The applicant shall apply for all applicable building and sign permits. All proposed signage must meet the requirements of Section 153 of the Zoning Ordinance.
3. Upon application of a building permit the applicant shall provide the following:
 - a. an irrigation plan. All landscaping is required to be irrigated per Section 153.031(4)(b) of the Zoning Ordinance.
 - b. a revised site plan including all drive aisle widths. Said drive aisle widths must meet the minimum with requirements per Section 153.347 of the zoning ordinance.
 - c. a revised site plan that includes a 6-foot tall maintenance free fence along the western property line from Kathleen Dr. to Marie Ave as approved by Staff.
 - d. a revised site plan that includes a bike rack by the main entrance.

4. The applicant shall adhere to the recommendations outlined in the attached memos provided by the City Civil Engineer, and the Environmental Committee.

Passed by the City Council of the City of West St. Paul this 28th day of November, 2016.

Ayes: Nays:

Attest:

Dave Meisinger, Mayor

Chantal Doriott, City Clerk

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

RESOLUTION NO. 16-

**A RESOLUTION APPROVING A CONDITIONAL
USE PERMIT TO ALLOW A STRUCTURE WITH MORE
THAN 16 UNITS AND TO ALLOW A STRUCTURE OVER THREE
STORIES IN HEIGHT IN AN R4, MULTIPLE FAMILY
RESIDENTIAL DISTRICT AT 260 MARIE AVE E.
JIM TILSEN**

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

CURRENT:

LOT 1: PT OF SW 1/4 OF SE 1/4 BEG S LINE 166.82 FT E OF SW COR N PARR W LINE 332.71 FT TO S LINE MARIE AVE SE ON S LINE MARIE 471.25 FT TO S LINE W ON S LINE 328.83 FT TO BEG, SECTION 20 TWN 28 RANGE 22

LOT 2: PT OF NW 1/4 OF NE 1/4 BEG N LINE 198 FT E OF NW COR S ON E LINE OF A.E. REHNBERGS SOUTHVIEW ADD 135 FT TO N LINE KATHLEEN DR E 76.32 FT NE ON CUR 214.37 FT N 45D E 58.11 FT TO S LINE MARIE AVE N 45D W 20.00 FT TO N LINE W 297.65 FT TO BEG, SECTION 20 TWN 28 RANGE 22

PROPOSED PLAT:

LOT 1, BLOCK 1 TILSENS WESTVIEW PARK SECOND ADDITION

WHEREAS, a public hearing concerning the Conditional Use Permit was held before the West St. Paul Planning Commission on November 15, 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 260 Marie Ave E. requested by Jim Tilsen is hereby approved subject to the following conditions:

1. Council approval of the corresponding Rezoning, Site Plan and Plat applications.
2. Hours of operation for the business tenants shall be 7 AM to 10 PM.

Passed by the City Council of the City of West St. Paul this 28th day of November, 2016.

Ayes: Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

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

RESOLUTION NO. 16-

**A RESOLUTION APPROVING THE
FINAL PLAT FOR 260 MARIE AVE R.
(JIM TILSEN)**

WHEREAS, a Final Plat has been submitted to the City for property legally described as:

CURRENT:

LOT 1: PT OF SW 1/4 OF SE 1/4 BEG S LINE 166.82 FT E OF SW COR N PARR W
LINE 332.71 FT TO S LINE MARIE AVE SE ON S LINE MARIE 471.25 FT TO S LINE
W ON S LINE 328.83 FT TO BEG, SECTION 20 TWN 28 RANGE 22

LOT 2: PT OF NW 1/4 OF NE 1/4 BEG N LINE 198 FT E OF NW COR S ON E LINE OF
A.E. REHNBERGS SOUTHVIEW ADD 135 FT TO N LINE KATHLEEN DR E 76.32 FT
NE ON CUR 214.37 FT N 45D E 58.11 FT TO S LINE MARIE AVE N 45D W 20.00 FT
TO N LINE W 297.65 FT TO BEG, SECTION 20 TWN 28 RANGE 22

PROPOSED PLAT:

LOT 1, BLOCK 1 TILSENS WESTVIEW PARK SECOND ADDITION

WHEREAS, a public hearing concerning the Final Plat was held before the West St. Paul
Planning Commission on November 15, 2016; and

WHEREAS, the proposed Final Plat is in accordance with the Subdivision requirements; and

WHEREAS, the West St. Paul Planning Commission has recommended that the City Council of
West St. Paul approve the Final Plat.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF WEST ST. PAUL that
the Final Plat for 260 Marie Ave E. is hereby approved subject to the following conditions:

1. Council approval of the corresponding Rezoning, Conditional Use Permit, and Site Plan applications.
2. The Final Plat shall be recorded within one year and prior to application of a building permit.

Passed by the City Council of the City of West St. Paul this 28th day of November, 2016.

Ayes: Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

TO: Planning Commission
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: November 15, 2016
SUBJECT: Case #16-17



REQUEST:

Westview Park Apartments is requesting the approval of multiple applications for the development of a new 4-story, 56-unit market rate apartment at 260 Marie Avenue E.:

- 1) Rezoning from I1, Light Industrial to PMD, Planned Multi-use Development with R4, Multiple Family Residential underlying zoning
- 2) Conditional Use Permit to allow a structure containing more than 16 dwelling units and for a structure over three stories in height
- 3) Site Plan review
- 4) Preliminary/Final Plat Review

Attachments:

*Memos from the City Civil Engineer & Environmental Committee
Applications/Letters of Support/ Notice
Copies of submitted plans*



EXISTING LAND USES

The subject property is currently vacant (former Southview Athletic building was recently demolished). Adjacent properties to the west, north, and east consist of light industrial uses, adjacent properties to the southeast and south consist of multi-family apartment buildings, and adjacent properties to the southwest consist of single-family homes.

ZONING

The subject property and adjacent properties to the west, north, and east are zoned I1, Light Industrial. Adjacent properties to the southeast and south are zoned R4, Multiple Family Residential. Adjacent properties to the southwest are zoned R1, Single-family.

1) REZONING ANALYSIS

The property is currently zoned I1, Light Industrial. The applicant is requesting to rezone the property to allow multi-family residential. Since the property abuts an R4, Multiple Family Residential District, the property can legally be rezoned to R4. The primary concern with the proposed request is the potential impact to the adjacent single-family homes to the southwest. The redevelopment of the property, whether it is residential as proposed or industrial per current zoning, calls for careful consideration of how the site is developed. More detail regarding this is provided under the Conditional Use Permit and Site Plan analysis.

In researching the viability of the proposed project, the applicant completed a market study for the property (a copy is provided on the city website under “agendas”). The study suggests that there is strong demand for market rate units in the West St. Paul, specifically amenity rich complexes similar to what is being proposed.

In order to provide the necessary flexibility to maximize the most efficient use of the land and with the use, the applicant is requesting to zone the property as a PMD, Planned Multi-use Development.

There are two reasons for the requested designation as a PMD:

- 1) Flexibility with Density and Setbacks – the R4 District requirements limit the density to 25 units for the property (~12 units per acre). However, the City’s Comprehensive Plan allows a higher density of up to 42 units per acre. The proposed development has a density of 28 units/acre. The Planned Development designation allows the proposed density for the project. The PMD designation will also provide flexibility with some setback requirements which will be discussed in greater detail in the Site Plan review.

- 2) Proposed Commercial Space - the PMD designation allows the applicant the ability to rent space on the first floor to service related businesses. In addition to a fitness room and community room on the first floor in the east wing of the

building for the residents, the applicant is proposing several “units” for service related businesses that will not only serve the residents of the building but also the public (see floor plans). Staff is recommending a condition of approval limiting the types of uses to those allowed in the B2, Neighborhood Zoning District. Should any future proposed use require a Conditional Use Permit in the B2 District, the applicant shall be required to obtain a Conditional Use Permit.

If the proposed rezoning is approved by the City, Staff will initiate the process of amending the land use plan in the Comprehensive plan. The property is currently listed as “Industrial” per the current zoning. As a result, the land use plan would also have to be amended by changing the land use designation to “Multi-family Residential”. Staff is recommending a condition of approval that the proposed development of the property is contingent on City Council/Met Council approval of the land use plan amendment.

2) CONDITIONAL USE PERMIT ANALYSIS

The applicant has applied for a Conditional Use Permit to allow for more than 16 units in a structure and to allow a structure that is greater than three stories in height. The proposed building contains 56 units and is four stories in height.

As mentioned, the applicant is proposing a 56-unit market rate apartment building. Per the attached narrative, the applicant’s vision for the property is to ‘build a green energy efficient contemporary building with underground parking and amenities that include: native landscaping, rainwater gardens, preservation of the existing trees, and creation of a treed and vegetative buffer screen for our neighbors. The proposed building includes: a grand glass entry; studio, one, and two bedroom apartments, plus several unique two-story loft apartment homes; a rooftop picnic area with solar panels; community areas for gathering, a fitness room, bicycle storage; and other services for residents’.

Staff’s primary concern with the proposed Use is the impact to the single-family homes to the southwest. In order to provide adequate screening as required by code, the applicant is proposing significant screening in the form of landscaping along the western property line. The applicant is proposing to maintain the existing tree line (30’-50’ spruce trees) immediately adjacent to the neighboring single-family home. The applicant is also proposing five new 20’ tall spruce trees adjacent to the northeast corner of the single-family lot and another 18 trees along the western property line of the property. In addition, the adjacent single-family home has an existing privacy fence adjacent to the property line. Given the extent of landscaping, Staff is comfortable that no additional landscaping requirements are needed as a condition of the CUP. Additional analysis regarding the proposed landscaping for the property as a whole is provided in the site plan section.

3) SITE PLAN ANALYSIS

Proposal

The applicant is proposing to construct a 4-story, 56-unit market rate apartment building on the 2.02 acre subject property.

Density

The R-4 District requires a maximum density of 1 unit per 3,500 sq. ft. The subject property is 2.02 acres (after platting) which equates to 87,991 sq. ft. Per code, the maximum density allowed is 25 units. As mentioned with the Rezoning request, the applicant is requesting flexibility with the density requirement to allow the proposed 56 units. The PMD process allows for that flexibility without the need for a variance.

Setbacks

The proposed building meets all required setbacks with the exception of the front building setback from Marie Ave (40' proposed for the west wing of the building, code requires 50') and the side building setback adjacent to the west property line (15' proposed which matches the setback of the previous building, code requires 40'). The proposed building exceeds the minimum rear/side yard setback of 40' to the neighboring single-family home to the southwest.

The proposed parking lot meets all required setbacks with the exception of the side yard setback adjacent to the northeast corner of the single-family home (15' proposed, code requires 20'). Again, the PMD allows for flexibility for setbacks without the need for a variance.

Access

Proposed ingress and egress for the property is provided via three driveways. The underground parking driveway is located on the north side of the property via Marie Ave. The front entry parking lot is also accessed off of Marie Ave via a one-way drive aisle which also exits to Marie Ave. Finally, the rear parking lot is accessed via a driveway off of Kathleen Drive on the south side of the property.

Parking

The Zoning Code requires 2 stalls per unit, one enclosed stall per unit and one surface stall per unit, which equated to 112 stalls (56 units). The applicant is proposing a total of 112 parking spaces: 48 surface level stalls, 56 underground stalls, and 8 "proof of parking" stalls (code allows proof of parking to count toward total parking calculation).

Drive Aisles

The proposed site plan does not provide the dimension for all of drive aisles. Staff is recommending a condition of approval requiring that upon application of a building permit the applicant shall revise the site plan by including all drive aisle dimensions. Said drive aisle dimensions must meet minimum width requirements per code.

Staff spoke with the applicant who stated that meeting the minimum width requirements is a non-issue.

Parking Stall Dimensions

All parking stalls meet minimum dimension requirements of 9' x 20'.

Landscaping

Based on the exterior linear feet of the property, code requires a total of 33 trees on-site (1 tree per 40 lineal ft. of property). The applicant is proposing a total of 23 deciduous trees and 13 evergreen trees. The applicant is proposing to maintain roughly 15 quality trees on-site per the plan and plant a large number of native plantings throughout the site. In addition to the proposed landscaping, the applicant is also proposing six raingardens on-site to help with stormwater infiltration. The redevelopment of the property results in a decrease of 6,497 sq. ft. of impervious surface.

The Environmental Committee reviewed the proposed landscape plan at their November 2, 2016 meeting. The Committee was very pleased with the overall plan. They were encouraged by the addition of the rainwater gardens and the preservation of the 15 mature trees by the developer. The Committee unanimously voted to approve the site plan, with an additional comment that they strongly encourage the developer to use “pollinator friendly” native plants that were not treated with “neonicotinoids”.

Irrigation

The landscape plan does not mention that the property will be irrigated as required. Staff is recommending a condition of approval requiring an irrigation plan upon submittal of building permits.

Screening

The Zoning Code requires screening in the form of fencing or landscaping for all adjacent single-family or two-family uses. The adjacent single-family home already has an existing privacy fence. In addition, the applicant is proposing to maintain the existing tree line which consists of 30'-50' tall spruce trees and add significant tree coverage along the west property line. Staff feels that the proposed screening satisfies the Zoning Code requirement for screening.

Sidewalks

The applicant is proposing internal sidewalks connecting the parking lots to the building. In addition, the proposed plans call for a sidewalk in the Marie Ave right-of-way. Per the recommendation provided by the City Civil Engineer, Staff is recommending a condition of approval requiring that the proposed sidewalk be replaced with a 10-foot bike path per the City's Bike/Ped Plan.

Lighting

The submitted lighting plan calls for three pole mounted LED lights for the rear parking lot, two pole mounted LED lights for the front parking lot, one pole mounted light for the garage driveway and two wall mounted sconces (one above the garage door and one at the rear door of the west wing). With the exception of some lighting

bleeding over onto Marie Ave, all lighting levels are at zero foot candles at the property lines as required by code.

Signage

The proposed plans do not include signage at this time. Staff is recommending a condition of approval requiring that all signage meet the requirements of Section 153 of the Zoning Ordinance.

Construction Design Requirements

Section 153.031 of the zoning code which outlines Residential Site Plan requirements does not require specific building materials or specific design standards for new buildings as is done for Commercial Site Plans. However, the R-4 District does require that exterior building materials be comprised of siding, stucco, brick, glass or other comparable material.

The applicant is proposing fiber cement wall panels for the exterior of the building with different finishes per the submitted elevations. The use of fiber cement paneling is becoming more and more common for residential and commercial buildings. The material allows for a contemporary look and is a durable material. Staff feels that the proposed building materials meet the intent of the code.

Engineer's Recommendation

The City Engineer has provided a memo with fourteen (14) recommended conditions pertaining to the Site Plan (see attached memo). Staff is recommending a condition of approval that the applicant adhere to the recommendations in the memo. The conditions are as follows:

1. Permits from the appropriate regulatory agencies must be obtained, including but not limited to the MPCA, Dakota County, MnDOT, etc.
2. Parkland dedication shall be paid upon application of a building permit. Fee shall be in accordance to City Ordinance, Section 1022.11.
3. Insert standard plate sheet. Add applicable West St. Paul, Watershed, and MnDOT plates and standard plans. City staff to provide electronic copies of needed city plates.
 - B612 Curb & Gutter (include tipout)
 - B618 Curb & Gutter
 - Bituminous Trail
 - Catch Basin 2'x3' Rectangular
 - Catch Basin Manhole
 - Commercial Driveway Apron
 - Development Info Sign
 - Concrete Sidewalk
 - Concrete Washout Area
 - Flared End Section and Trash Guard
 - HDPE Pipe Bedding
 - Rock Construction Entrance
 - Silt Fence

- Sod Placement
 - Any applicable Saint Paul Regional Watershed standard plates/plans
 - MnDOT Std. Plate 7113A (Concrete Approach Nose Detail)
 - MnDOT Std. Plan 5-297.250 (Pedestrian Curb Ramp Details)
 - MnDOT Std. Plan 5-297.405 (Storm Drain Inlet Protection)
 - Dakota County SWCD Bioretention Plates
 - Installation Notes
 - Typical Cross Section
 - Curb & Gutter Opening to Retention Cell
 - Under-drain Valve & Valve Box
4. Rain gardens 2 & 4 are too small to be functional. Re-size rain gardens 1, 3, 5, & 6 to accommodate the removal of rain gardens 2 & 4.
 5. 5' concrete walk along Marie Ave to be replaced with 8' bituminous trail. City staff will provide pavement section to be inserted into plan set.
 6. Update plan to show no curb cut at mid-block pedestrian crossing at Kathleen Dr. Sidewalk can be poured to back-of-curb, however, no permanent pedestrian crossing will be allowed.
 7. Applicant will be required to remove 25' of existing concrete raised median on Marie Ave. to accommodate a full-access entrance to the parking garage. Concrete approach nose to be added. Bituminous patch to be placed in the void.
 8. Display all proposed signage on the plans.
 9. Update plans to show commercial concrete aprons at all entrances. Label widths and curb radii. Label the transition between B618 & B612 at concrete aprons.
 10. Label proposed curb & gutter type and radii on plan. Update the grading plan to show difference between regular and tip out curb & gutter.
 11. Add "Inlet protection to be installed prior to all construction activities begin." on Grading and Erosion Control Plan.
 12. Remove "Underground Filtration Basin" detail from pg. 3. Contractor to follow Dakota County Soil and Conservation District standard detail.
 13. Update Landscape Plan with hatching/shading to show the difference between sodded areas and seeded areas. Restoration in the public right-of-way is to be sod.
 14. City owned street lights to be impacted by concrete apron installation. Add note to Utility Plan, "Contractor to install conduit and reroute direct-bury wire in conduit at three driveway locations."

4) PRELIMINARY/FINAL PLAT ANALYSIS

Proposal

Since the existing property was not previously platted, the City is requiring that the applicant plat the property (see attached preliminary/final plat).

Staff is recommending a condition of approval requiring that the plat be recorded at the County prior within one year and prior to the submittal of a building permit.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the REZONING of 260 Marie Ave from I1, Light Industrial to PMD, Planned Multi-use Development with R4, Multiple Family Residential underlying zoning subject to the following conditions:

1. Council approval of the corresponding Conditional Use Permit, Site Plan, and Plat applications.
2. MetCouncil approval of a Land Use Plan amendment changing the current designation of the property as “Industrial” to “Multi-Family”
3. The identified spaces for commercial use shall be limiting to those uses allowed in the B2, Neighborhood Zoning District. Should any future proposed use require a Conditional Use Permit in the B2 District, the applicant shall be required to obtain a Conditional Use Permit.

Staff recommends APPROVAL of the CONDITIONAL USE PERMIT to allow a structure with more than 16 units and to allow a structure over three stories in height in an R4, Multiple Family Residential District at 260 Marie Ave subject to the following condition:

1. Council approval of the corresponding Rezoning, Site Plan and Plat applications.

Staff recommends APPROVAL of the SITE PLAN for the development of 260 Marie Ave Oakdale subject to the submitted plans and the following conditions:

1. Council approval of the corresponding Rezoning, Conditional Use Permit and Plat applications.
2. The applicant shall apply for all applicable building and sign permits. All proposed signage must meet the requirements of Section 153 of the Zoning Ordinance.
3. Upon application of a building permit the applicant shall provide the following:
 - a. an irrigation plan. All landscaping is required to be irrigated per Section 153.031(4)(b) of the Zoning Ordinance.
 - b. a revised site plan including all drive aisle widths. Said drive aisle widths must meet the minimum with requirements per Section 153.347 of the zoning ordinance.
4. The applicant shall adhere to the recommendations outlined in the attached memos provided by the City Civil Engineer, and the Environmental Committee.

Staff recommends APPROVAL of the PRELIMINARY/FINAL PLAT for 260 Marie Ave subject to the submitted plat drawings and the following conditions:

1. Council approval of the corresponding Rezoning, Conditional Use Permit, and Site Plan applications.
2. The Final Plat shall be recorded within one year and prior to application of a building permit.

Memorandum

TO: Ben Boike, Assistant Community Development Director/City Planner
FROM: Darin Rezac, Civil Engineer
DATE: November 8, 2016
SUBJECT: Site Review 260 Marie Ave

The engineering department has completed its review of the above-referenced project. In conjunction with the site plan approval, the following conditions must be met.

RECOMMENDED CONDITIONS OF APPROVAL

1. Permits from the appropriate regulatory agencies must be obtained, including but not limited to the MPCA, Dakota County, MnDOT, etc.
2. Parkland dedication shall be paid upon application of a building permit. Fee shall be in accordance to City Ordinance, Section 1022.11.
3. Insert standard plate sheet. Add applicable West St. Paul, Watershed, and MnDOT plates and standard plans. City staff to provide electronic copies of needed city plates.
 - B612 Curb & Gutter (include tipout)
 - B618 Curb & Gutter
 - Bituminous Trail
 - Catch Basin 2'x3' Rectangular
 - Catch Basin Manhole
 - Commercial Driveway Apron
 - Development Info Sign
 - Concrete Sidewalk
 - Concrete Washout Area
 - Flared End Section and Trash Guard
 - HDPE Pipe Bedding
 - Rock Construction Entrance
 - Silt Fence

- Sod Placement
 - Any applicable Saint Paul Regional Watershed standard plates/plans
 - MnDOT Std. Plate 7113A (Concrete Approach Nose Detail)
 - MnDOT Std. Plan 5-297.250 (Pedestrian Curb Ramp Details)
 - MnDOT Std. Plan 5-297.405 (Storm Drain Inlet Protection)
 - Dakota County SWCD Bioretention Plates
 - i. Installation Notes
 - ii. Typical Cross Section
 - iii. Curb & Gutter Opening to Retention Cell
 - iv. Under-drain Valve & Valve Box
4. Rain gardens 2 & 4 are too small to be functional. Re-size rain gardens 1, 3, 5, & 6 to accommodate the removal of rain gardens 2 & 4.
 5. 5' concrete walk along Marie Ave to be replaced with 8' bituminous trail. City staff will provide pavement section to be inserted into plan set.
 6. Update plan to show no curb cut at mid-block pedestrian crossing at Kathleen Dr. Sidewalk can be poured to back-of-curb, however, no permanent pedestrian crossing will be allowed.
 7. Applicant will be required to remove 25' of existing concrete raised median on Marie Ave. to accommodate a full-access entrance to the parking garage. Concrete approach nose to be added. Bituminous patch to be placed in the void.
 8. Display all proposed signage on the plans.
 9. Update plans to show commercial concrete aprons at all entrances. Label widths and curb radii. Label the transition between B618 & B612 at concrete aprons.
 10. Label proposed curb & gutter type and radii on plan. Update the grading plan to show difference between regular and tip out curb & gutter.
 11. Add "Inlet protection to be installed prior to all construction activities begin." on Grading and Erosion Control Plan.
 12. Remove "Underground Filtration Basin" detail from pg. 3. Contractor to follow Dakota County Soil and Conservation District standard detail.
 13. Update Landscape Plan with hatching/shading to show the difference between sodded areas and seeded areas. Restoration in the public right-of-way is to be sod.
 14. City owned street lights to be impacted by concrete apron installation. Add note to Utility Plan, "Contractor to install conduit and reroute direct-bury wire in conduit at three driveway locations."

C: Ross Beckwith, City Engineer/Public Works & Parks Director
Chuck Price, Engineering Tech III

TO: Asst. Community Dev. Dir.
THROUGH: Asst. Parks & Recreation Dir.
FROM: Environmental Committee
DATE: November 7, 2016



SUBJECT:

CASE #16-17 – Site Plan review for the construction of a new Multi-family Apartment Building at 260 Marie Ave.

BACKGROUND INFORMATION:

At the November 2, 2016 Environmental Committee (EC) meeting, members reviewed the Site Plan submitted by Westview Park Apartments to construct a new four-story 56 unit market rate apartment building. The EC members were very pleased with the overall plan. They agreed with the Assistant Community Development Director's recommendations. They were encouraged by the addition of the rainwater gardens and the preservation of the 15 mature trees by the developer. The EC unanimously voted to approve the site plan, with an additional comment that they strongly encourage the developer to use "pollinator friendly" native plants that were not treated with "neonicotinoids".

RECOMMENDATION:

Environmental Committee members approve the site plan for the construction of a new Multi-family Apartment Building at 260 Marie Ave. with the recommendations listed above.

WESTVIEWPARK APARTMENT HOMES

285 Westview Drive
West St. Paul, Minnesota 55118
Office 651-451-2998 Fax 651-455-4948

10-14-2016

City of West Saint Paul
Ben Boike, City Planner
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue East

Mr. Ben Boike, City Planner

Please accept our application for the redevelopment of 260 Marie Avenue.

Our vision for 260 Marie Avenue East is to build a green energy efficient contemporary building with underground parking and amenities that include: native landscaping, rainwater gardens, preservation of the existing trees, and creation of a treed and vegetated buffer screen for our neighbors. The proposed building includes: a grand glass entry; studio, one, and two bedroom apartments, plus several unique two-story loft apartment homes; a rooftop picnic area with solar panels; community areas for gathering; a fitness room; bicycle storage; and other services for the residents.

Westview Park Apartments was built and has been family owned and operated for over 50 years in West Saint Paul. Our long-term plan is to own and manage 260 Marie Avenue East along with our other apartment homes with the same dedication and commitment to our residents and to the community as we have had for four generations.

We invited the community together to discuss the plan to replace the vacant building with a new apartment building at 260 Marie Avenue East. On July 18, 2016, we hosted a neighborhood meeting to listen to their ideas and concerns. Twelve people signed in and a total of 20 people attended. We received 5 comment cards in support of the proposal and 4 opposed. Concerns raised included pedestrian traffic, vehicular traffic, parking, line of sight entering Marie, crime, noise, view, water runoff, and youth hanging out. Suggestions from the meeting included upscale apartments needed, install more trees, need more parks and green space. Since that meeting we have studied each of these issues, met with staff, and are taking the issues raised into consideration during the design of the project and beyond.

We are very excited to be working with you and the City of West Saint Paul to create this flagship apartment building and 56 new homes in our great city.

Thank you,

Westview Park Apartments LP


Daniel Tilsen, General Partner


Jim Tilsen, General Partner

Westview Park Apartments Limited Partnership



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. _____
DATE RECEIVED _____
RECEIPT # _____
60 DAY DATE _____

TOTAL FEES _____

1. STREET ADDRESS OF PARCEL 260 Marie Avenue East, West Saint Paul, Mn 55118
2. NAME OF APPLICANT Jim Tilsen Phone # 651-552-7118
3. ADDRESS OF APPLICANT 285 Westview Drive Email JAT111@msn.com
West Saint Paul, Mn 55118
4. NAME OF OWNER Westview Park Apartments LP Phone # 651-451-2998
5. ADDRESS OF OWNER 285 Westview Drive Email JAT111@msn.com
West Saint Paul, Mn 55118
6. LEGAL/PID # 420200083020 and 420290006032
7. PRESENT ZONING I-1
8. PROPOSED USE OF PARCEL Apartment Building
9. ZONING SECTION AUTHORIZING CUP 153.126 (B) AND 153.126 (D)
10. WHAT WILL BE THE EFFECT OF THE PROPOSED USE ON THE HEALTH, SAFETY, & WELFARE OF THE OCCUPANTS IN THE SURROUNDING PARCELS?
The project is a redevelopment project replacing a blighted property with 56 unit market rate apartment homes.
11. WHAT WILL BE THE EFFECT ON EXISTING AND ANTICIPATED TRAFFIC CONDITIONS, INCLUDING PARKING FACILITIES ON ADJACENT STREETS?
The proposed project will add 56 Apartment Homes at average of 4 trips per apartment would add 224 trips per day to Marie Avenue.
12. WHAT WILL BE THE EFFECT OF THE PROPOSED USE ON THE COMPREHENSIVE PLAN?
The proposed use would requires a Comp. Plan Amendment under consideration

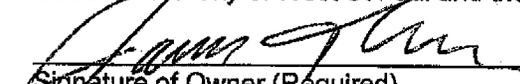
**PROMOTING AND PRESERVING A COMMUNITY OF EXCELLENCE
BY THE ETHICAL, RESPONSIVE, EFFICIENT AND INNOVATIVE PROVISION OF SERVICES
EOE/AE**

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)
Partner, Westview Park Apts.

651 451-2998
Phone Number

Signature of Applicant (If different)

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

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

SITE PLAN APPLICATION

Filing Fee: \$275.00

(OFFICE USE ONLY)

Escrow Amount: \$1300.00

CASE NO. _____

DATE RECEIVED _____

RECEIPT # _____

60 DAY DATE _____

TOTAL FEES _____

1. STREET ADDRESS OF PARCEL 260 Marie Avenue East, West Saint Paul, Mn 55118
2. NAME OF APPLICANT Jim Tilsen Phone # 651-552-7118
3. ADDRESS OF APPLICANT 285 Westview Drive Email JAT111@msn.com
West Saint Paul, Mn 55118
4. NAME OF OWNER Westview Park Apartments LP Phone # 651-451-2998
5. ADDRESS OF OWNER 285 Westview Drive Email JAT111@msn.com
West Saint Paul, Mn 55118
6. LEGAL/PID # 420200083020 and 420290006032
7. PRESENT ZONING I-1
8. PROPOSED USE OF PARCEL Apartment Building

9. WHAT WILL BE THE EFFECT ON EXISTING AND ANTICIPATED TRAFFIC CONDITIONS, INCLUDING PARKING FACILITIES ON ADJACENT STREETS _____

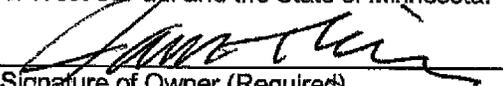
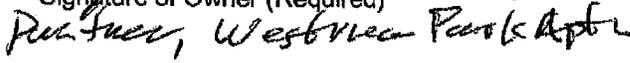
The proposed project will add 56 Apartment Homes at average of 4 trips per apartment would add 224 trips per day to Marie Avenue.

EXHIBITS REQUIRED

1. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 copies in sets and folded plans, showing application information as follows:
 - a. A survey scaled and dimensioned site plan showing pertinent existing conditions such as parking layout, access provisions, structure locations, drainage, lot area, and yard dimensions, including but not limited to the surrounding parcels within 150 feet.
 - b. A complete set of preliminary drawings prepared and signed by a registered Civil Engineer, Architect, and/or Landscape Architect showing:
 - (i) A site plan indicating parking layout, access provisions, structure locations, any fences, walls, or other screening, including height and type of material, landscaping, drainage, trees and shrubbery including types and locations, and sizes.
 - (ii) Building Elevations including finishes on all buildings all sides.
 - (iii) All lighting provisions on site, 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)

Signature of Applicant (If different)

651 457-2998
Phone Number

Phone Number

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

LAPSE OF SITE PLAN: An approved Site Plan shall lapse and become null and void six months following the date on which the Site Plan 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. An approved Site Plan 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

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

REZONING APPLICATION

Filing Fee: \$325.00

(OFFICE USE ONLY)

Escrow Amount: \$800.00

CASE NO. _____

DATE RECEIVED _____

RECEIPT # _____

TOTAL FEES _____

60 DAY DATE _____

1. STREET ADDRESS OF PROPERTY 260 Marie Avenue East, West Saint Paul, Mn 55118

2. NAME OF APPLICANT Jim Tilsen Phone # 651-552-7118

3. ADDRESS OF APPLICANT 285 Westview Drive Email JAT111@msn.com
West Saint Paul, Mn 55118

4. NAME OF OWNER Westview Park Apartments LP Phone # 651-451-2998

5. ADDRESS OF OWNER 285 Westview Drive, WSP Mn 55118 Email JAT111@msn.com

6. LEGAL/PID # 420200083020 and 420290006032

7. PRESENT ZONING I-1 PROPOSED ZONING R-4 PUD

8. PRESENT USE Vacant Building PROPOSED USE Apartment Building

9. WHAT CHANGED OR CHANGING CONDITIONS MADE THE PASSAGE OF THIS AMENDMENT NECESSARY Parcel in need of Redevelopment, vacant for several years

10. WHAT IS THE EFFECT OF THE PROPOSED AMENDMENT? Creation of 56 new apartment homes

11. WHAT ERROR, IF ANY, IN THE EXISITING ORDINANCE WOULD BE CORRECTED BY THE PROPOSED AMENDMENT? _____

12. WHAT OTHER CIRCUMSTANCES JUSTIFY THE AMENDMENT? lot to small for most industrial uses, no demand for office space, new apartment homes needed in the area resaulting in an assett to the community and a stronger tax base.

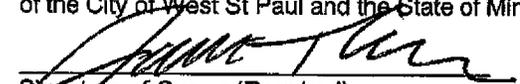
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BY THE ETHICAL, RESPONSIVE, EFFICIENT AND INNOVATIVE PROVISION OF SERVICES
EOE/AEE**

EXHIBITS REQUIRED

1. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 paper copies in sets and folded, of a map or plat showing the lands proposed to be rezoned and all lands within 350 feet of the boundaries of the property proposed to be rezoned.
2. Written proof of ownership or legally recognized financial interest of the property on which the rezoning is requested.

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)
Parker, Westview Park Npts

651-451-2998
Phone Number

Signature of Applicant (If different)

Phone Number

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

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 the Planning Commission. Fees shall include the application fee, filing fees, consultants, legal, planning, and engineering fees.
2. Applicants shall deposit with the City, together with the application filing fees, the sums required by City Council resolution toward prepayment of the Consultants and Attorneys 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

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

PLATTING APPLICATION

Filing Fee: \$275.00 + \$2 each lot

(OFFICE USE ONLY)

Required Escrow: \$600.00 (1-2 Lots)
\$1600.00 (3 or more Lots)

CASE NO. _____
DATE RECEIVED _____
RECEIPT # _____
60 DAY DATE _____

TOTAL FEES _____

CONTACT INFORMATION

1. NAME OF APPLICANT Jim Tilsen Phone # 651-552-7118

2. ADDRESS OF APPLICANT 285 Westview Drive Email JAT111@msn.com
West Saint Paul, Mn 55118

4. NAME OF OWNER Westview Park Apartments LP Phone # 651-451-2998

5. ADDRESS OF OWNER 285 Westview Drive Email JAT111@msn.com
West Saint Paul, Mn 55118

6. NAME OF SURVEYOR Geoff G Griffin Phone # 507-867-1666

7. ADDRESS OF SURVEYOR 14070 Hwy 52 S.E. Email geoffg@ggg.to
Chatfield, Mn 55923

8. NAME OF ENGINEER Mark Welch Phone # 507-867-1666

9. ADDRESS OF ENGINEER 14070 Hwy 52 S.E. Email markw@ggg.to
Chatfield, Mn 55923

PLAT INFORMATION

10. LEGAL/PID # OF PROPERTY INVOLVED 420200083020 and 420290006032

11. TOTAL ACREAGE 2.0 12. NUMBER OF PROPOSED LOTS 1

13. PROPOSED NAME OF PLAT Tilsen's Westview Park Second Addition

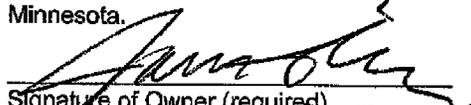
**PROMOTING AND PRESERVING A COMMUNITY OF EXCELLENCE
BY THE ETHICAL, RESPONSIVE, EFFICIENT AND INNOVATIVE PROVISION OF SERVICES
EOE/AEE**

EXHIBITS REQUIRED

1. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 copies of the proposed plat/final plat in sets
2. Plat meets all minimum subdivision requirements. If not, explain:

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)
 Partner, Western Park Plaza

651 451-2998
 Phone Number

Signature or Applicant (if different)

Phone Number

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

LAPSE OF PLAT: An approved Plat shall lapse and become null and void six months following the date on which the Plat was approved, unless prior to the expiration of six months the Plat is recorded at Dakota County

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
NOTICE OF PUBLIC HEARINGS**

TO WHOM IT MAY CONCERN:

The listed items below will be a public hearing at the Planning Commission meeting on November 15, 2016 at 7:00 p.m. and a public hearing at the City Council meeting on November 28, 2016 at 6:30 p.m.:

Case #16-17 – Applications for Rezoning (I-1, Light Industrial to a Planned Mixed-use Development (PMD) with R-4, Multiple Family Residential underlying zoning), a Conditional Use Permit to allow more than 16 units and to allow a building taller than 3 stories in an R-4, Multiple Family Residential District, Site Plan review, and Preliminary/Final Plat, all for the construction of a new 56-unit apartment building at 260 Marie Ave. E – Jim Tilsen

Interested persons will be heard at the meeting. If you have any questions, please contact City Planner Ben Boike at 651-552-4134. If you need any type of accommodation to participate in the meeting, please contact the ADA Coordinator at 651-552-4102 at least 5 (five) business days prior to the meeting.



Chantal M. Doriott
City Clerk
City of West St. Paul

Published: November 6, 2016



A Market Feasibility Study for
Market Rate Rental Housing in
West St. Paul, Minnesota



Maxfield

Research & Consulting

7575 Golden Valley Road

Suite 385

Golden Valley, MN 55427

612.338.0012

www.maxfieldresearch.com



Maxfield
Research & Consulting

August 16, 2016

Mr. Noah Tilsen
Assistant Manager
Westview Park Apartments
285 Westview Drive
West St. Paul, MN 55118

Dear Mr. Tilsen:

Attached is our study entitled "*A Market Feasibility Study for Market Rate Rental Housing in West St. Paul, Minnesota.*" The study considers the potential demand for a general occupancy market rate rental housing development to be located on a 2.6-acre property situated along Marie Avenue East at its intersection with Kathleen Drive at 260 Marie Avenue in West St. Paul, Minnesota.

This study assesses demographic and economic characteristics of the primary draw area, analyzes the competitive market situation for market rate rental housing, and quantifies demand for market rate rental units that could be captured on the subject Site. Our findings reveal that there is demand for the 58 units of market rate rental housing being considered for the Site.

We discuss the proposed project's ability to capture a share of the target market and project the rate of absorption for the subject development. A recommended development concept is also provided, including suggestions for an appropriate unit mix, pricing, features, and common area amenities.

We enjoyed completing this study and are available should you have any further questions or require additional information.

Sincerely,

MAXFIELD RESEARCH AND CONSULTING, LLC

Joe Hollman
Senior Analyst

Attachment

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Purpose and Scope

Maxfield Research and Consulting, LLC was engaged by Westview Park Apartments to assess the market feasibility for a general occupancy market rate rental housing development to be located on a site situated along Marie Avenue East at its intersection with Kathleen Drive at 260 Marie Avenue in West St. Paul, Minnesota. The subject property, referred to as the Westview Park Apartments Site throughout this report, is roughly 2.6 acres.

The scope of this study includes an evaluation of the subject property. The study also provides a review of the economic and demographic characteristics of the area determined to be the draw area for rental housing on the subject property. Maxfield Research and Consulting, LLC surveyed existing newer market rate rental developments in and near the primary draw area, and interviewed City staff to identify pending rental housing developments that are currently in the pipeline.

Based on our analysis, demand was calculated for market rate rental housing in the Market Area along with an estimate of the proportion of demand that could be captured by the subject development.

Site Evaluation

The 2.6-acre Site is comprised of two separate parcels. The 1.85-acre northern parcel is developed with a 27,000 square-foot vacant commercial building which was built in 1970 and was formerly used as a racquetball/fitness facility. The 0.77-acre southern parcel serves as a surface parking lot for the commercial building. The triangular-shaped Site is bounded by Marie Avenue on the northeast and Kathleen Drive on the south. We identified several key characteristics that favor the development of general occupancy rental housing on the subject property.

Adjacent and surrounding land uses are generally compatible with the proposed development, and the Site offers convenient access to the River to River Greenway. There are many recreational venues located in close proximity to the Site, and retail goods and services are readily available within walking distance of the Site along Robert Street.

The subject property is located a reasonably short distance from the numerous restaurants along the Robert Street corridor, and the many dining and entertainment options located in Downtown Saint Paul are only a five-mile drive from the Site. Residents will have convenient access to bus transportation and the local highway network and the Site is situated near several major employers in West St. Paul, the surrounding communities, and Downtown Saint Paul.

Demographic Review

Based on demographic factors influencing the area, notably an increasing rate of population and household growth, an aging population, income growth, and a shift in household types, it appears that there will be growing demand for rental housing units in the PMA. The percentage of renter households in the PMA increased for most age cohorts between 2010 and 2014 as the total number of renter households residing in the PMA grew by an estimated 701 households, an increase of 5.5%. By comparison, the number of owner-occupied households in the PMA increased 0.5% (+132 households) between 2010 and 2014.

Additionally, employment is projected to increase at a faster pace in the PMA than in the Metro Area over the next several years. Typically, households prefer to live near work for convenience. This preference is particularly true among renters. Young adults entering the work force, a primary target market for rental housing, often place great value on living near employment, education, shopping, and entertainment. With the Site's location near Highway 52 and Robert Street in West St. Paul, renters would have convenient access to jobs.

Rental Market Analysis

As of the first quarter of 2016, the vacancy rate was 3.1% in the Metro Area, 1.7% in West St. Paul/South St. Paul, and 2.0% in the Inver Grove Heights/Mendota Heights/Lilydale submarket. Additionally, the newest competitive market rate properties in and near the PMA are currently 1.8% vacant. The equilibrium vacancy rate for rental housing is considered to be 5.0% which allows for normal turnover and an adequate supply of alternatives for prospective renters. This information suggests that there is pent-up demand for market rate units in the PMA.

Average monthly rents increased 5.3% over the year to \$1,072 across the Metro Area, while the PMA submarkets experienced little rent growth, climbing 0.3%. At \$924, the average monthly rent in the PMA is -14% lower than the Twin Cities average.

We surveyed eight newer competitive properties in and near the PMA, containing a total of 1,118 units. Monthly rents in the competitive set of newer properties range from \$1,001 to \$2,676, with an average rent of \$1,488 per month, roughly 39% higher than the Metro Area average. On a per square foot basis, rents range from \$1.02 to \$2.41, with an average rent of \$1.63 per square foot.

The tight supply of rental units coupled with rising rental rates is stimulating development activity. We identified six pending general occupancy rental developments in the PMA, containing a total of 1,557 units. One 40-unit affordable project is expected to commence construction during summer 2016. Another 149-unit market rate development is close to final approval, and the developer expects to begin construction in 2016. Four other projects, totaling 1,368 units, have been proposed and are at various stages of the planning approval process in their respective cities.

Conclusions & Recommendations

The strongest sources of demand for new rental housing in the PMA will likely be young singles and couples without children in their late-20s to mid-30s who work in Saint Paul or nearby suburban communities. Mid-age households (never-nesters or empty-nesters) who want to sell their single-family homes and have more freedom for leisure pursuits could also account for a portion of demand for new rental housing in the area.

Based on our assessment of market rate rental housing in the Market Area, including the occupancy rates and overall performance of new product, we find sufficient market support for additional market rate general occupancy rental units in the PMA. The 58-unit apartment development being considered for the Site would capture 4.9% of the excess demand for rental housing in the PMA.

We estimate that a 58-unit development on the subject property coming on-line in early-summer 2018 would have approximately 20% of its units pre-leased with the remaining units leasing at a rate of five to seven units per month, on average. At this absorption rate, stabilized occupancy (95%) would be reached in roughly six to eight months.

Considering that the target market for an apartment development will likely be young to mid-aged households, demand will likely be strongest for one-bedroom and two-bedroom units. However, offering unit floor plans such as a one-bedroom plus den should be considered. These unit layouts are often popular with older adults, seniors, and those that frequently work from home as the den will generally be used as a home office or guest room.

We recommend base monthly rents averaging \$1.55 per square foot in 2016 dollars. We suggest that the landlord provide professional management, grounds/common area maintenance, trash removal, and common-area internet. Other utilities and optional fees (i.e. gas, water, electricity, telephone, cable/satellite television) should be the responsibility of the tenant.

We anticipate that the proposed development concept will be well-received by the target market. Household growth and turnover in the Market Area should lead to a successful lease up of the project; however, this will not be at the expense of existing facilities in the PMA as the current supply of market rate rental housing is well-below equilibrium.

Study Purpose

Maxfield Research and Consulting, LLC was engaged by Westview Park Apartments to assess the market feasibility for a general occupancy market rate rental housing development to be located on a site situated along Marie Avenue East at its intersection with Kathleen Drive at 260 Marie Avenue in West St. Paul, Minnesota. The subject property, referred to as the Westview Park Apartments Site throughout this report, is roughly 2.6 acres.

Scope of Services

The scope of this study includes an evaluation of the subject property. The study also provides a review of the economic and demographic characteristics of the area determined to be the draw area for rental housing on the subject property. Maxfield Research and Consulting, LLC surveyed existing newer market rate rental developments in and near the primary draw area, and we interviewed City staff to identify pending rental housing developments that are currently in the pipeline. Based on our analysis, we calculate the demand for market rate rental housing in the Market Area and estimate the proportion of that demand that could be captured by the subject development.

The report contains primary and secondary research. Primary research includes interviews with rental property managers/owners and city staffs. All of the information on competitive rental housing projects and pending rental housing developments was collected by Maxfield Research and Consulting, LLC and is accurate to the best of our knowledge. This study also utilizes secondary data. Secondary research is always used as a basis for analysis and is carefully reviewed in light of other factors that may impact projections.

Introduction

This section of the report presents an overview of the location and characteristics of the subject property in West St. Paul, Minnesota discussing the Site's regional location and the property's general characteristics. Adjacent land uses, accessibility to and visibility of the subject property, and the Site's proximity to employment, shopping, recreation, and services are also evaluated. Finally, this section assesses the appropriateness of the Site for the proposed use.

Site Location and Characteristics

Maxfield Research and Consulting, LLC completed a Site visit on August 10, 2016. The subject property, referred to as the Westview Park Apartments Site throughout this report, is situated along Marie Avenue East at its intersection with Kathleen Drive at 260 Marie Avenue in West St. Paul, Minnesota.

The 2.6-acre Site is comprised of two separate parcels. The 1.85-acre northern parcel is developed with a 27,000 square-foot vacant commercial building which was built in 1970 and was formerly used as a racquetball/fitness facility. The 0.77-acre southern parcel serves as a surface parking lot for the commercial building. The triangular-shaped Site is bounded by Marie Avenue on the northeast and Kathleen Drive on the south. The adjacent property to the west is an industrial facility owned and occupied by a light fixture manufacturer.

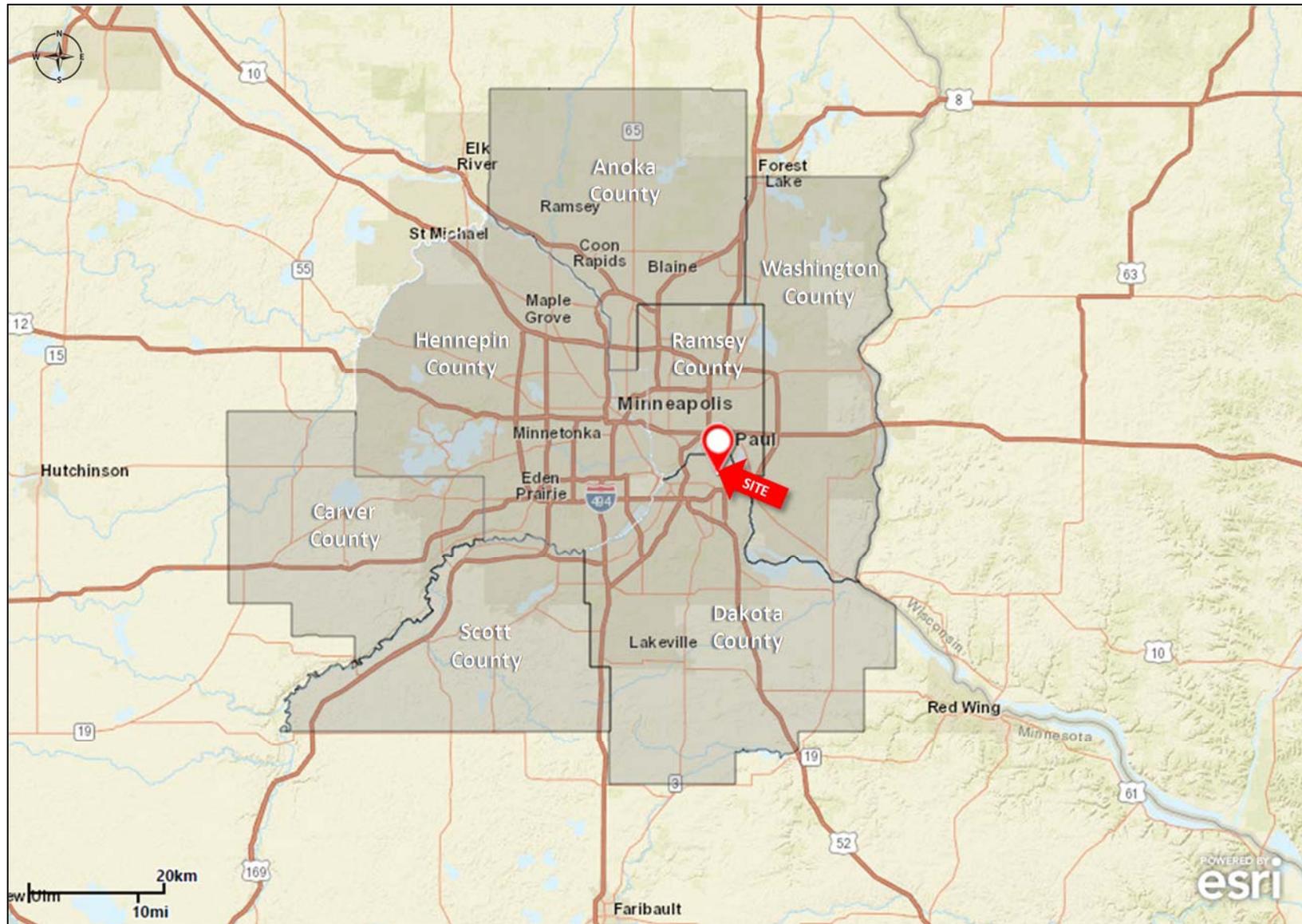
The subject property is relatively flat, with an elevation of about 990 feet in the southwest corner of the Site, sloping down to 980 feet along the northeast side of the Site, a decline of roughly ten feet over a distance of approximately 270 feet. The elevation of the Site declines about five feet, from 987 feet on the south side of the Site to 982 feet on the north.

West St. Paul is a community of 20,222 people (2015 estimate) located in the Twin Cities Metropolitan Area, which encompasses 13 counties and included about 3.5 million people in 2015. West St. Paul is located in the central portion of the Metro Area in Dakota County. Dakota County had an estimated population of 414,490 people in 2015.

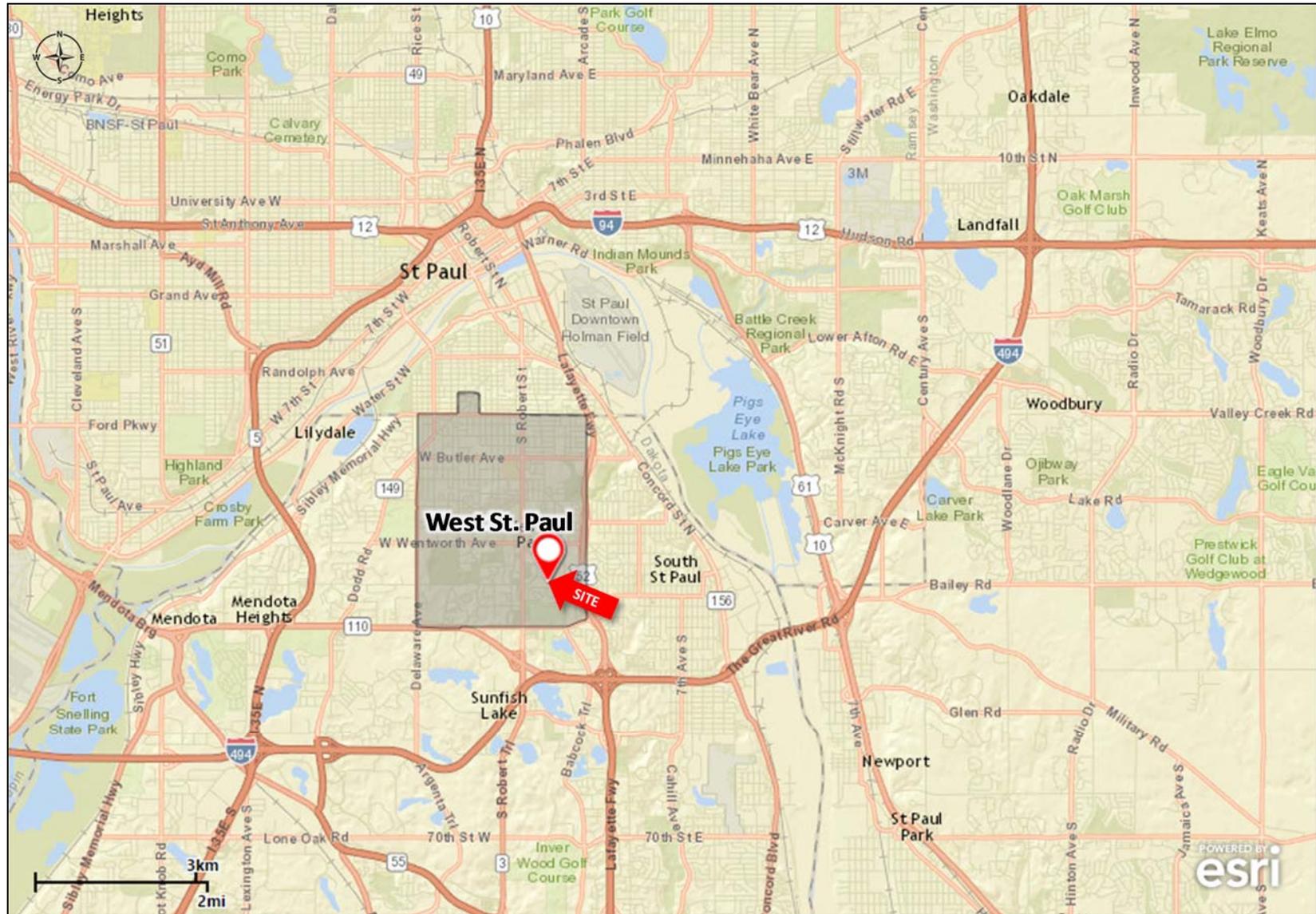
The map on the following page shows the location of the Site in the seven-county core of the Metro Area (estimated population of 3.0 million), which consists of the Counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington. The Cities of Sunfish Lake (2015 population of 507) and Inver Grove Heights (2015 population of 35,071) border West St. Paul on the south, while Mendota Heights (2015 population of 11,105) is situated west of West St. Paul. South St. Paul (2015 population of 20,146) borders West St. Paul on the east, and the City of Saint Paul (2015 population of 300,353) is located north of West St. Paul.

The maps and photos on the following pages display images of the Site and its location in the Metro Area.

Regional Location



Site Location



Aerial View of Development Site



**Site Photos
August 2016**



View of Site from Westview Park Apartments



Looking north across Site from Kathleen Drive



View of Site from the west



View of Site from Marie Avenue



On Site, looking south at Westview Park
Apartments complex



Westview Park Apartments swimming pool
and shared community space near the Site

**Photos of Surrounding Properties
August 2016**



Single-family neighborhood, west of Site



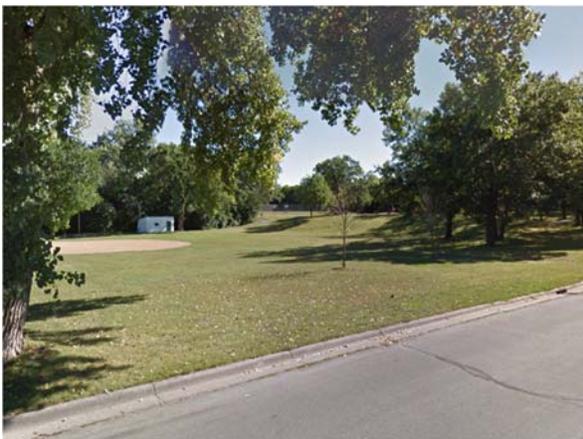
Industrial property, north of Site



Industrial building across Marie Avenue, east of Site



Industrial property adjacent to west side of subject property



Southview Park, south of Site along Westview Drive



SuperTarget located at the corner of Marie Avenue and Robert Street, west of Site

Surrounding Land Uses

The subject property is located off Marie Avenue, an east-west corridor connecting the Site to Robert Street on the west and Oakdale Avenue to the east. The Marie Avenue corridor is comprised of a mix of land uses, including multifamily residential, single-family residential, commercial, and industrial. Robert Street serves as the primary commercial corridor for the surrounding communities, and there are also several multifamily residential properties along the corridor west of the Site. Land uses along Oakdale Avenue are predominantly multifamily residential and industrial. Existing land uses directly adjacent to the Site are as follows:

- **North:** Industrial;
- **South:** Residential (Westview Park Apartments and single-family homes);
- **East:** Industrial;
- **West:** Industrial and single-family residential.

Access and Visibility

Access to the Site can be obtained off Marie Avenue and Kathleen Drive. Marie Avenue is considered a Major Collector, while Kathleen Drive is a local street. Collectors are designed to collect traffic from local roads and distribute that traffic onto higher order roadways (i.e. arterials). Robert Street is classified as a Minor Arterial. Minor Arterials offer connections between the metro center and regional business concentrations.

While the subject property is not located along a major highway, the Site's location facilitates convenient access to the Metro highway network utilizing Robert Street to connect to I-494 (roughly two miles to the south). Highway 52 can be accessed via either Thompson Avenue (approximately one mile northeast of the Site) or Mendota Road (one mile southeast of the Site). According to information provided by the Minnesota Department of Transportation, Marie Avenue receives roughly 5,200 vehicle trips per day while Robert Street experiences about 23,000 vehicle trips per day and Highway 52 receives approximately 53,000 vehicle trips per day. Due to the Site's location, the proposed development will be visible to traffic along Marie Avenue but not Robert Street or Highway 52.

The subject property has convenient access to public transportation as there is a bus stop located at the corner of Marie Avenue and Kathleen Drive which provides access to Metro Transit Routes 68 and 452. Route 452 is an express route extending from Mendota Heights to Downtown Minneapolis via Downtown Saint Paul. Route 68 extends from Inver Grove Heights to Roseville via Downtown Saint Paul. Additionally, Robert Street is served by Local Bus Route 75 which connects Inver Grove Heights and Mendota Heights to Downtown Saint Paul. The Robert Street corridor is also being considered for future light rail or bus rapid transit service, although plans are very preliminary and the timing, mode, and alignment are not known at this time.

Proximity to Shopping, Employment, Recreation and Services

Rental housing demand is influenced, in part, by proximity to other housing, employment, retail, entertainment, and other services. The Site is located near a mix of residential, commercial, and employment concentrations and is situated near entertainment and recreation uses.

Future residents of a general occupancy rental housing development on the subject property will have convenient access to retail goods and services from the Site via Marie Avenue and Robert Street. Major retailers in the area consist of SuperTarget, Lowe's, Cub Foods, The Home Depot, Aldi, Best Buy, Walmart Supercenter, Menards, and Kmart. There are also many dining options lining Robert Street, some of which include: Chipotle, Applebee's, Panera Bread, Culver's, Bakers Square, Pizza Hut, White Castle, Papa Murphy's, Panda Express, Rack Shack, Leann Chin, Dunhams' Food & Drink, Pho Saigon, Burger King, Arby's, Taco Bell, Subway, Jimmy John's, KFC, Granny Donuts, Carbone's Pizzeria, Pollo Campero, and Noodles & Company.

The Site is conveniently located near the River to River Greenway (formerly known as the North Urban Regional Trail), an east-west corridor extending from the Minnesota River Regional Greenway in Mendota Heights on the west to the Mississippi River Trail in South St. Paul on the east. Residents of the proposed apartment development could access the Greenway at the intersection of Oakdale Avenue and Wentworth Avenue, just two blocks north of the Site.

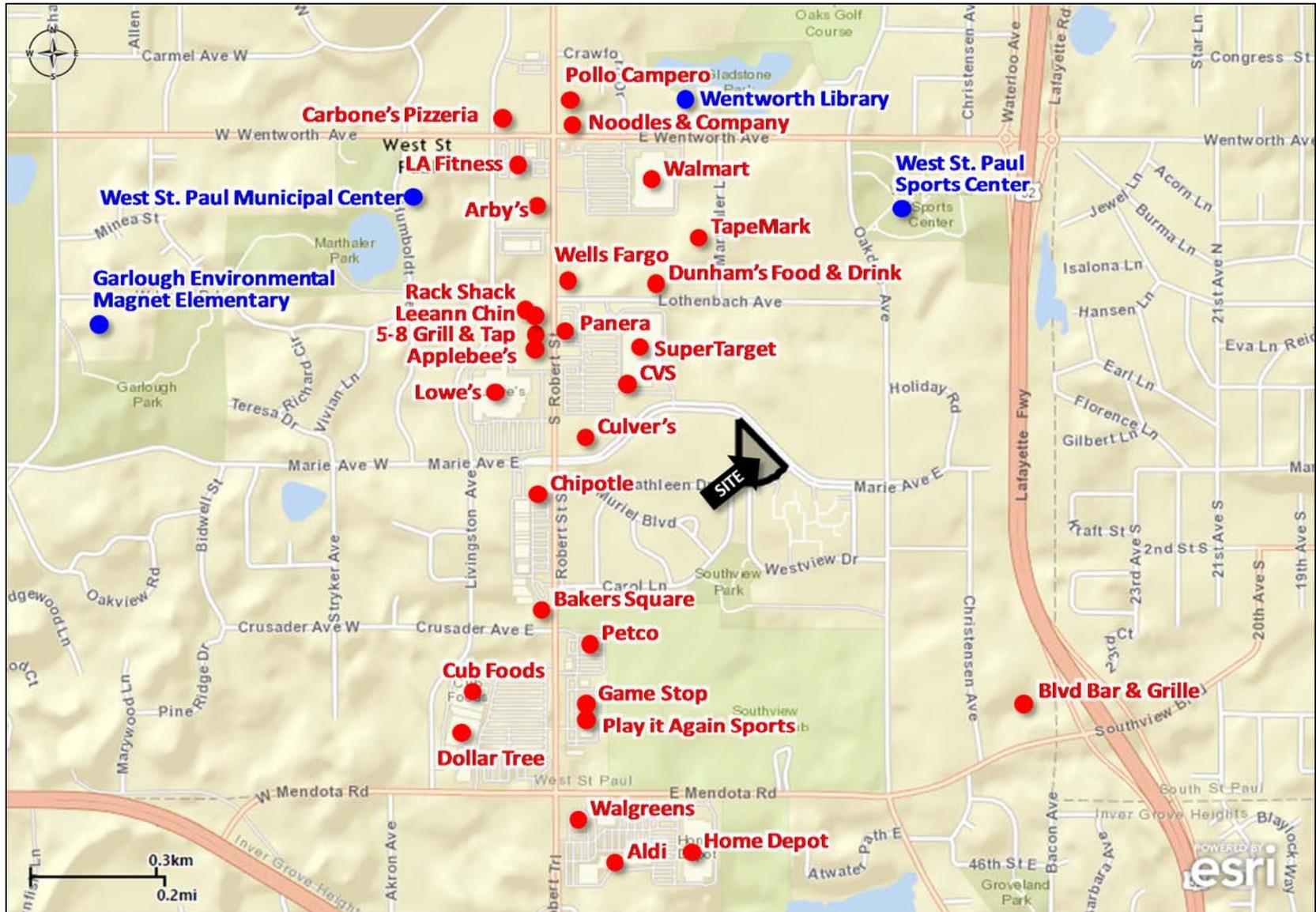
There are also several community parks and golf courses in the immediate area, including; Southview Country Club, Somerset Country Club, Thompson Oaks Golf Course, Mendakota Country Club, West St. Paul Sports Center, Southview Park, Garlough Park, Marthaler Park, Thompson County Park, and Kaposia Park. Additionally, Lilydale/Harriet Island Regional Park is located about five miles west of the Site.

Henry Sibley High School is located roughly two miles west of the subject property at the intersection of Marie Avenue and Delaware Avenue. Elementary schools in the area include Garlough Environmental Magnet school, Somerset Elementary, and Moreland Arts & Health Sciences Magnet school. Friendly Hills Middle School is situated roughly four miles southwest of the Site in Mendota Heights and the Heritage E-STEM Magnet Middle School is approximately three miles northwest of the Site in West St. Paul.

Several major employers are located in West St. Paul and the surrounding communities, including; 3M, Thomson Reuters, Blue Cross Blue Shield, United States Post Office, Ecolab, Prime Therapeutics, TapeMark, and the independent school districts in the area. Additionally, Downtown Saint Paul is less than a five-mile drive from the Site.

While not fully inclusive, the map on the following page highlights the location of neighborhood features and amenities including shopping, recreation, schools, and employers located in the area surrounding the subject property.

Major Services, Attractions, and Retail

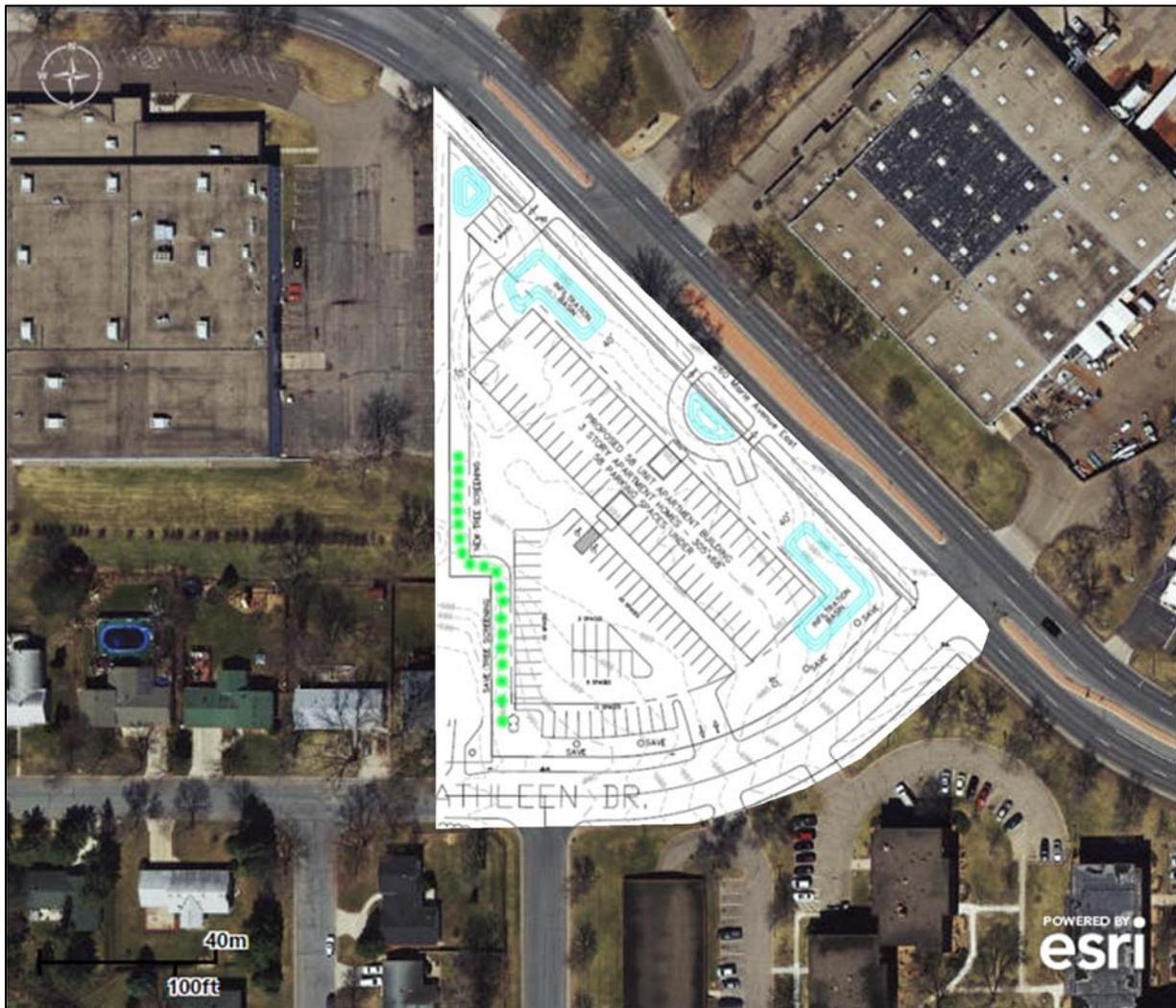


Development Concept

It is our understanding that the Client is considering a three-story building containing approximately 58 rental units. As depicted on the following site plan, the development will offer 58 underground parking spaces along with 54 surface stalls.

The existing Westview Park apartment complex contains a total of 298 rental units, all of which are currently occupied. Rental rates range from \$730 for a 690 square-foot one-bedroom unit to \$985 for a 992 square-foot two-bedroom unit. On a per square foot basis, the existing units have an average rent of \$1.04. Shared amenities at the existing complex, such as one of the swimming pools and the community room, will be made available to tenants at the new building.

Concept Site Plan



Appropriateness of Site for General Occupancy Rental Housing

Overall, it is our opinion that several factors support the Site as a quality location for a general occupancy rental housing development. Based on our analysis of the community orientation and layout of the Site, we identified several key characteristics that favor the development of general occupancy rental housing on the subject property.

- Adjacent and surrounding land uses are generally compatible with the proposed development, and the Site offers convenient access to the River to River Greenway.
- There are many recreational venues located in close proximity to the Site, notably Southview Park, Southview Country Club, Thompson Oaks Golf Course, and the West St. Paul Sports Center.
- Retail goods and services are readily available within walking distance of the Site along Robert Street.
- The subject property is located a reasonably short distance from the numerous restaurants along the Robert Street corridor, and the many dining and entertainment options located in Downtown Saint Paul are only a five-mile drive from the Site.
- Residents will have convenient access to bus transportation and the local highway network.
- The Site is situated near several major employers in West St. Paul, the surrounding communities, and Downtown Saint Paul.

Introduction

Demographic characteristics and trends are an important component in assessing housing needs in any given market area. This section of the report begins by delineating the draw area for rental housing on the subject property in West St. Paul, Minnesota, and examines the demographic and economic characteristics of this draw area as they relate to demand for rental housing. A review of these characteristics provides insight into demand for market rate general occupancy rental housing in the draw area.

Market Area Definition

The draw area or “Primary Market Area” for general occupancy rental housing on the subject property was determined based on geographic and man-made boundaries, commuting patterns, community orientation, places of employment, and our experience in housing feasibility.

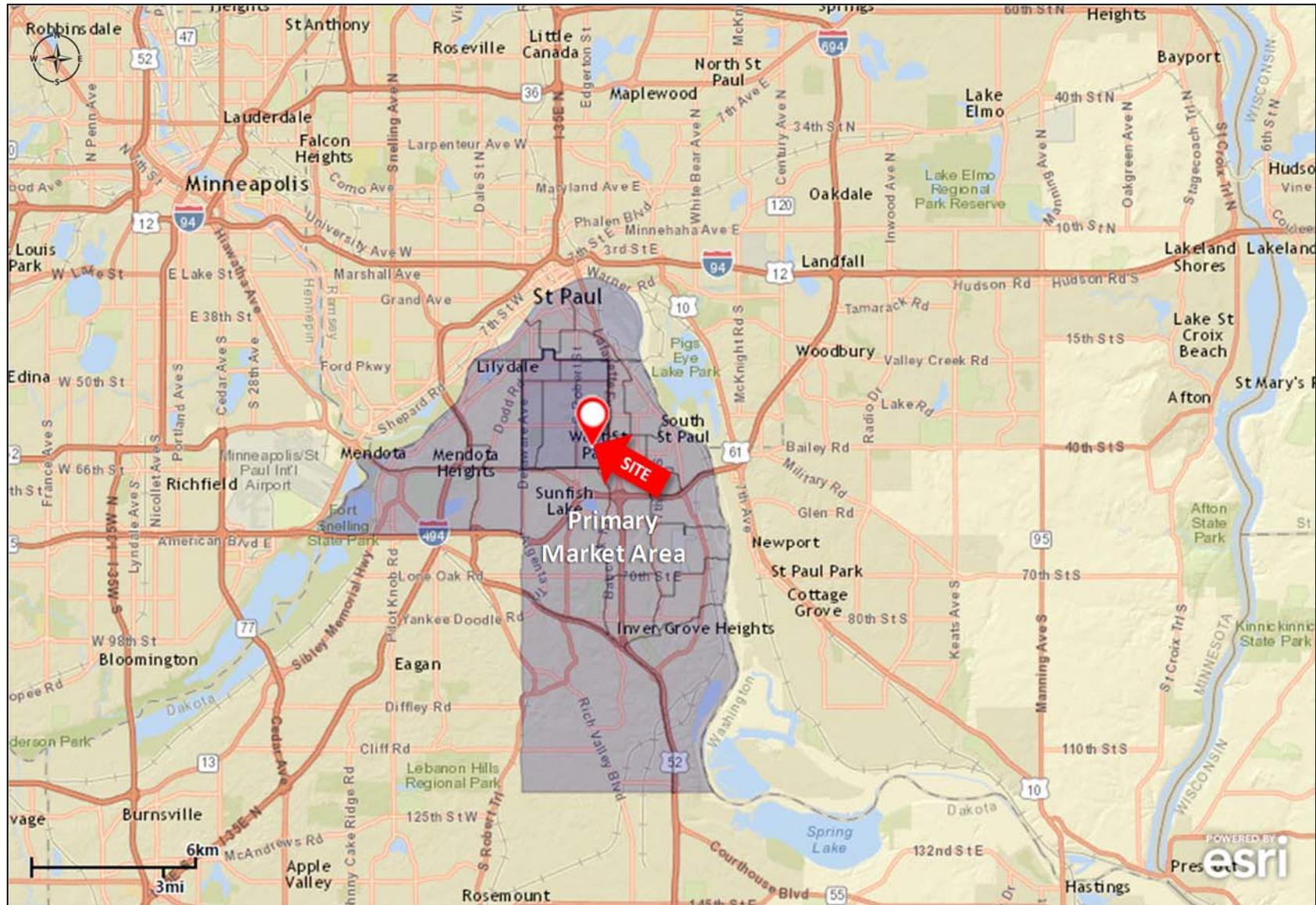
Considering these factors, we determined a Primary Market Area (PMA) composed of the following census tracts which comprise the Cities of West St. Paul, Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake, and the West Side Neighborhood of Saint Paul.

2014 Census Tracts Primary Market Area			
601.01	603.01	605.06	606.06
601.02	603.02	605.07	361
601.03	604.01	605.08	370
601.04	604.02	605.09	371
601.05	605.02	606.03	372
602.01	605.03	606.04	
602.02	605.05	606.05	

We estimate that 80% of the demand for general occupancy rental housing on the Site will be generated from the PMA. The remaining portion of the demand (20%) will come from outside the defined PMA.

The map on the following page illustrates the Site’s location in the PMA.

Primary Market Area



Population and Household Growth Trends

Table 1 presents population and household growth trends in the Market Area from 2000 to 2025. The 2000 and 2010 population and household figures were obtained from the U.S. Census Bureau. The 2016 estimates and projections for 2020 and 2025 were based on estimates and forecasts made by the Metropolitan Council (the regional planning organization for the seven-county Metro Area) and ESRI (a nationally recognized demographics firm) and adjusted by Maxfield Research to reflect current year data.

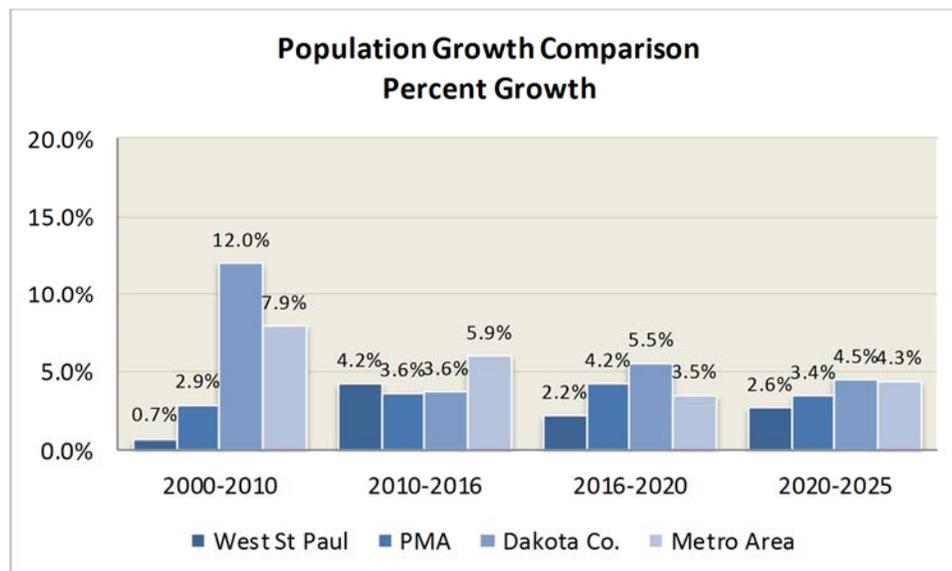
The following are key points from Table 1.

- As of 2010, the PMA contained 100,952 people and 40,481 households. Between 2000 and 2010, the population increased 2.9% (+2,809) while the number of households expanded 5.5% (+2,122). The proportional change in new households was high relative to population suggesting a trend toward shrinking household sizes in the PMA.
- In the PMA, the average household size decreased from 2.56 in 2000 to 2.49 in 2010, a decline of -2.7%. The trend toward declining household sizes indicates an aging household base and also reflects a general shift in demographic factors that favor smaller households, such as a declining proportion of married couple households with children.

TABLE 1 POPULATION AND HOUSEHOLD GROWTH TRENDS AND PROJECTIONS WESTVIEW PARK APARTMENTS MARKET AREA 2000 - 2025									
	Census		Estimate	Forecast		Change			
	2000	2010	2016	2020	2025	2000-2010		2010-2020	
						No.	Pct.	No.	Pct.
Population									
Primary Market Area	98,143	100,952	104,545	108,928	112,631	2,809	2.9%	7,976	7.9%
City of West St. Paul	19,405	19,540	20,362	20,800	21,350	135	0.7%	1,260	6.4%
<i>Rem. of PMA</i>	<i>78,738</i>	<i>81,412</i>	<i>84,183</i>	<i>88,128</i>	<i>91,281</i>	<i>2,674</i>	<i>3.4%</i>	<i>6,716</i>	<i>8.2%</i>
Dakota County	355,904	398,552	417,754	435,870	455,270	42,648	12.0%	37,318	9.4%
Twin Cities Metro Area*	2,642,062	2,849,567	3,037,606	3,123,430	3,259,245	207,505	7.9%	273,863	9.6%
Households									
Primary Market Area	38,359	40,481	42,244	44,765	46,581	2,122	5.5%	4,284	10.6%
City of West St. Paul	8,645	8,529	8,814	9,200	9,400	-116	-1.3%	671	7.9%
<i>Rem. of PMA</i>	<i>29,714</i>	<i>31,952</i>	<i>33,430</i>	<i>35,565</i>	<i>37,181</i>	<i>2,238</i>	<i>7.5%</i>	<i>3,613</i>	<i>11.3%</i>
Dakota County	131,151	152,060	160,655	170,940	179,460	20,909	15.9%	18,880	12.4%
Twin Cities Metro Area*	1,021,456	1,117,749	1,188,809	1,259,450	1,325,220	96,293	9.4%	141,701	12.7%
*Includes the 7-County Area (Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties)									
Sources: US Census Bureau; Metropolitan Council; ESRI; Maxfield Research & Consulting, LLC									

DEMOGRAPHIC REVIEW

- From 2000 to 2010, West St. Paul’s population increased 0.7% (+135 people) against household contraction of -1.3% (-116). Average household sizes increased slightly in West St. Paul in response to growth in the number of non-family roommate households, as many roommate households were formed in the second half of the decade in response to the economic recession.
- We estimate that the PMA’s population increased 3.6% to 104,545 between 2010 and 2016, while the number of households increased 4.4% (+1,763). Between 2016 and 2025, the PMA is projected to add 8,086 people (+7.7%) and 4,337 households (+10.3%). The rate of growth in the PMA is expected to approximate the Twin Cities Metro Area (+7.3% population growth and +11.5% household growth by 2025).
- The pace of growth in the PMA has been escalating as rising transportation costs and shifting lifestyle preferences increase the desirability of living close to employment and entertainment.
- Growth in the City of West St. Paul is projected to be slightly slower than the remainder of the PMA, Dakota County, and the Metro Area, expanding by a total of 988 people (+4.9%) and 586 households (+6.6%) between 2016 and 2025.
- Much of the PMA is fully-developed. In order for the projected level of growth to be realized in West St. Paul and in the PMA, higher density residential buildings will need to be developed than what has historically occurred in the communities comprising the PMA.

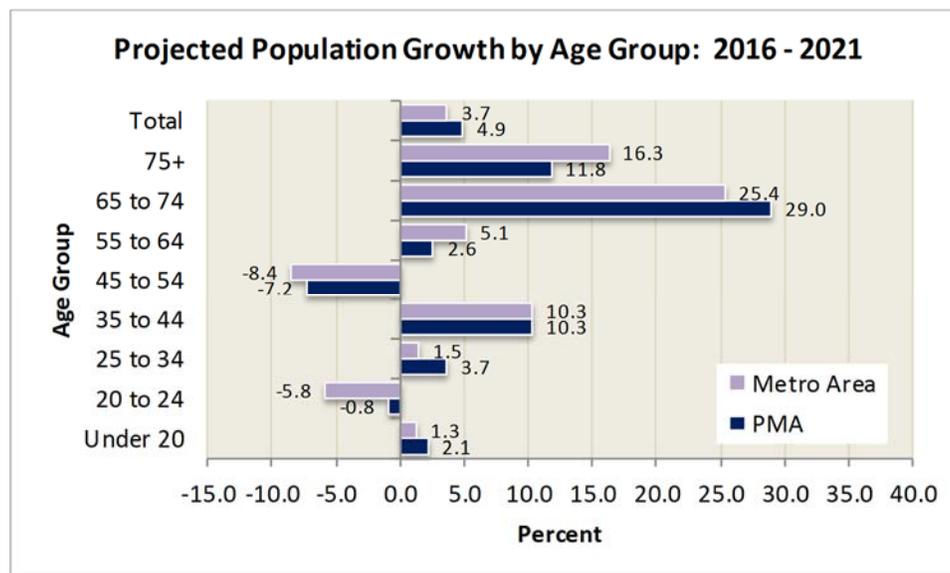


Age Distribution

The age distribution of a community’s population helps in assessing the type of housing needed. For example, younger and older people are more attracted to higher density housing located near urban services and entertainment while middle-aged people (particularly those with children) traditionally prefer lower-density single-family homes.

Table 2 presents the age distribution of the Market Area population from 2000 to 2021. Information from 2000 and 2010 is sourced from the U.S. Census. The 2016 estimates and projections for 2021 were calculated by Maxfield Research based on information from ESRI, a reputable national demographics firm. The following are key trends about the age distribution of the Market Area’s population.

- In 2010, the largest adult cohort by age in the PMA was 45 to 54, totaling 15,698 people (15.5% of the total population), followed by the 25 to 34 age group with 13,599 people (13.1%). We estimate that there are now 14,244 people in the 45 to 54 age group and 13,695 people in the 25 to 34 age group. The 45 to 54 cohort was also the largest age group in the Twin Cities Metro Area in 2010, representing 15.5% of the population.



- The most rapid growth is expected to occur among older adults in the Market Area. Aging of baby boomers led to an increase of 4,491 people (+57%) in the 55 to 64 population in the PMA between 2000 and 2010. As this group ages, all cohorts age 55 or greater are expected to experience increases in the next several years, particularly the 65 to 74 age group which is projected to grow 29% in the PMA.
- The Market Area is expected to see a decline in the middle age cohorts between 2016 and 2021. The 45 to 54 age group is projected to decline -7.2% in the PMA and -8.4% in the Metro Area.

DEMOGRAPHIC REVIEW

- The loss projected for the middle age population is a result of the comparatively small number of people who will move into this age group between 2016 and 2021, a phenomenon known as the “baby bust.” The “baby bust” is often referred to the generation of children born between 1965 and 1980, an era when the United States birthrate dropped sharply.
- Although younger age groups have traditionally been drawn to rental housing, older adults between the ages of 45 and 64 are exhibiting a greater preference for rental housing due to shifting lifestyles. While the 45 to 54 age group is projected to contract over the next five years, the 55 to 64 cohort is projected to grow 2.6% in the PMA, adding 370 people.

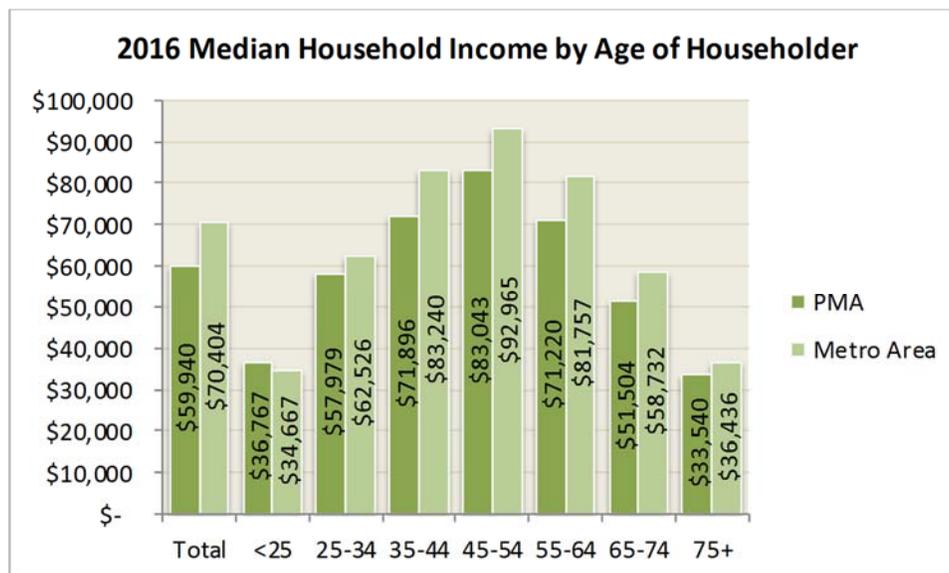
Age	Census		Estimate	Projection	Change			
	2000	2010	2016	2021	2000-2010		2016-2021	
					No.	Pct.	No.	Pct.
Primary Market Area								
Under-20	28,322	26,973	26,897	27,475	-1,349	-4.8	578	2.1
20 to 24	6,180	5,990	6,347	6,293	-190	-3.1	-53	-0.8
25 to 34	13,638	13,599	13,695	14,196	-39	-0.3	500	3.7
35 to 44	16,448	12,753	12,783	14,100	-3,695	-22.5	1,318	10.3
45 to 54	13,375	15,698	14,244	13,215	2,323	17.4	-1,028	-7.2
55 to 64	7,883	12,374	14,329	14,699	4,491	57.0	370	2.6
65 to 74	6,124	6,486	8,856	11,422	362	5.9	2,566	29.0
75+	6,173	7,079	7,394	8,268	906	14.7	874	11.8
Total	98,143	100,952	104,545	109,669	2,809	2.9	5,124	4.9
Twin Cities Metro Area								
Under-20	768,030	774,287	793,959	804,082	6,257	0.8	10,123	1.3
20 to 24	173,732	190,135	210,245	198,067	16,403	9.4	-12,178	-5.8
25 to 34	411,156	420,311	436,064	442,432	9,155	2.2	6,368	1.5
35 to 44	469,325	391,324	397,745	438,826	-78,001	-16.6	41,080	10.3
45 to 54	363,593	440,753	428,356	392,260	77,160	21.2	-36,097	-8.4
55 to 64	200,981	326,007	388,685	408,669	125,026	62.2	19,984	5.1
65 to 74	130,615	163,425	224,717	281,696	32,810	25.1	56,979	25.4
75+	124,630	143,325	157,833	183,553	18,695	15.0	25,720	16.3
Total	2,642,062	2,849,567	3,037,606	3,149,586	207,505	7.9	111,980	3.7
Sources: U.S. Census Bureau; ESRI; Maxfield Research & Consulting, LLC								

- The younger age groups have traditionally been drawn to rental housing and continue to exhibit the highest proportions of renters in the Twin Cities. In the PMA, the 25 to 34 age population is expected to increase 3.7% (+500) between 2016 and 2021. The 20 to 24 age group, however, is projected to contract slightly (-0.8%) by 2021. The PMA is expected to experience substantial growth in the age 35 to 44 cohort, adding 1,318 people (+10.3%) between 2016 and 2021, as the peak of the “echo boom” moves into age group.

Household Income

Household income data is important when considering the ability of households to pay different rent levels. In general, housing costs of up to 30% of income are considered affordable by the Department of Housing and Urban Development (HUD). Table 3 presents data on household income by age of householder for the Primary Market Area in 2016 and 2021. The data is estimated by ESRI and adjusted by Maxfield Research to reflect the most current local household estimates and projections. The following are key points.

- In 2016, the median household income was estimated to be \$59,940 in the PMA, lower than \$70,404 in the Twin Cities Metro Area. Median incomes are expected to increase 9.4% over the next five years to \$65,576 in the PMA compared to 13.6% growth in the Metro Area. The average annual increase between 2016 and 2021 in the PMA (+1.9%) will be slightly lower than the historical annual inflation rate of 2.3% over the past ten years.
- As households age through the lifecycle, household incomes tend to peak in their late 40s and early 50s. This trend is evident in the Market Area as the age 45 to 54 cohort has the highest estimated income at \$83,043 in the PMA and \$92,965 in the Metro Area.



- Rental housing often targets younger renter households. The median household income in the PMA is \$36,767 for the under-25 age group and \$57,979 for the 25 to 34 age group. Households earning the median income for these cohorts could afford monthly housing costs estimated at \$919 and \$1,449, respectively. Households in the 35 to 44 age group that may delay buying a home could afford a \$1,797 monthly rent, based on the median household income of \$71,896.
- Based on average pricing of \$1,311 for one-bedroom units in the competitive set of newer rental properties in and near the PMA, a household will need to have an annual income of

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roughly \$52,400 or greater to not exceed 30% of its monthly income on housing costs. In 2016, approximately 24,322 PMA households (58% of the total) are estimated to have had incomes of at least \$52,400. By 2021, total income-qualified households are projected to increase to 25,739 households (+5.8%) after accounting for inflation.

	Age of Householder							
	Total	<25	25-34	35-44	45-54	55-64	65 -74	75+
2016								
Less than \$15,000	3,851	215	533	467	473	827	502	835
\$15,000 to \$24,999	3,475	217	439	349	331	509	656	974
\$25,000 to \$34,999	3,945	233	597	557	525	585	644	804
\$35,000 to \$49,999	5,865	266	991	920	774	970	927	1,015
\$50,000 to \$74,999	8,049	266	1,500	1,305	1,476	1,610	1,146	746
\$75,000 to \$99,999	5,163	86	853	955	1,220	1,224	580	245
\$100,000 to \$199,999	9,154	118	1,324	1,953	2,474	2,135	838	311
\$200,000 or more	2,741	15	154	457	838	788	374	116
Total	42,244	1,416	6,392	6,962	8,112	8,648	5,667	5,047
Median Income	\$59,940	\$36,767	\$57,979	\$71,896	\$83,043	\$71,220	\$51,504	\$33,540
2021								
Less than \$15,000	4,346	264	604	519	471	812	702	975
\$15,000 to \$24,999	3,553	218	423	336	269	480	785	1,042
\$25,000 to \$34,999	3,711	212	552	499	404	515	724	804
\$35,000 to \$49,999	6,505	318	1,060	990	732	1,003	1,222	1,181
\$50,000 to \$74,999	6,373	217	1,151	1,062	974	1,214	1,110	645
\$75,000 to \$99,999	6,085	103	1,011	1,165	1,254	1,356	861	335
\$100,000 to \$199,999	11,248	141	1,623	2,518	2,620	2,576	1,300	469
\$200,000 or more	3,307	16	197	590	825	895	588	196
Total	45,128	1,490	6,621	7,679	7,550	8,850	7,292	5,646
Median Income	\$65,576	\$36,649	\$62,284	\$82,616	\$91,887	\$80,911	\$53,514	\$35,017
Change 2016 - 2021								
Less than \$15,000	495	49	71	53	-2	-16	200	140
\$15,000 to \$24,999	78	2	-16	-14	-62	-29	129	68
\$25,000 to \$34,999	-235	-21	-45	-58	-121	-70	80	0
\$35,000 to \$49,999	640	51	68	70	-42	33	295	166
\$50,000 to \$74,999	-1,676	-49	-349	-243	-502	-396	-36	-101
\$75,000 to \$99,999	922	17	158	210	34	132	281	90
\$100,000 to \$199,999	2,094	23	299	565	146	441	462	158
\$200,000 or more	566	1	43	133	-13	107	214	80
Total	2,884	74	229	717	-562	202	1,625	599
Median Income	\$5,636	-\$118	\$4,305	\$10,720	\$8,844	\$9,691	\$2,010	\$1,477

Sources: ESRI; US Census Bureau; Maxfield Research & Consulting, LLC

- Households under the age of 35 are most likely to rent their housing, although there is a growing group of households over age 35 that are choosing to rent for lifestyle reasons. In 2016, 33% of households age 24 and below and 58% of households age 25 to 34 in the PMA are estimated to have had incomes of at least \$52,400. Because younger householders are often willing to live with roommates, the percent income-qualified is likely slightly higher.

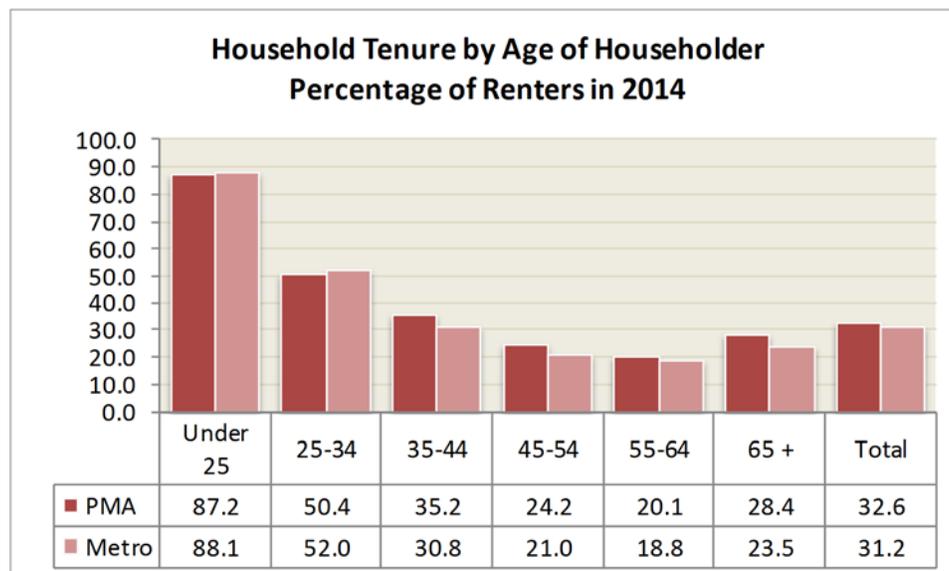
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- Between 2016 and 2021, the number of PMA households in the 25 to 34 age cohort is expected to increase by approximately 67 income-qualified households (+1.8%). The number of income-qualified households in the age 24 or younger cohort is projected to contract slightly during this time period.
- Income-qualified households in the age 35 to 44 cohort are projected to increase 13% (+581) while the 45 to 54 age cohort experiences a -7% decline (-386 households). The number of income-qualified households in the 55 to 64 age group is expected to grow 4% (+199) while a 29% jump (+811) in the 65 to 74 cohort is anticipated.

Household Tenure

Table 4 on the following page shows household tenure by age of householder for the PMA and the Metro Area in 2010 and 2014. Data for 2010 is obtained from the Decennial Census, while the 2014 data is an average estimate from the 2010-2014 American Community Survey. The table shows the number and percent of renter- and owner-occupied housing units in the Market Area. All data excludes unoccupied units and group quarters such as dormitories and nursing homes. Household tenure information is important in understanding households' preferences to rent or own their housing. In addition to preferences, factors that contribute to these proportions include mortgage interest rates, household age, and lifestyle considerations, among others.

- In the PMA, 32.6% of all households rented in 2014, giving it a rental rate that was slightly higher than the Metro Area (31.2% of households rented in 2014).



- Within the prime ownership years (35 to 64), 74% of households in the PMA owned in 2014, slightly lower than 77% in the Metro Area.

**TABLE 4
TENURE BY AGE OF HOUSEHOLDER
WESTVIEW PARK APARTMENTS MARKET AREA
2010 & 2014**

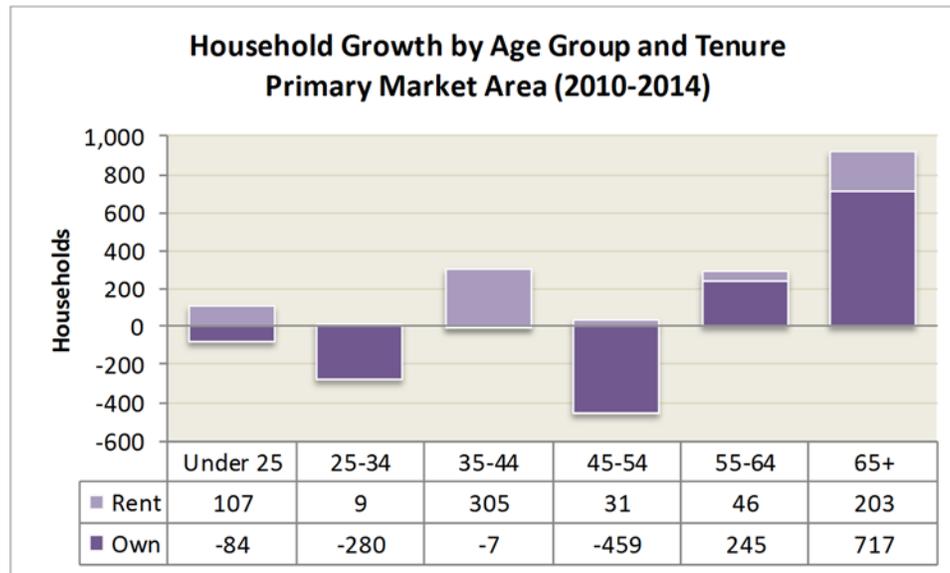
Age		Primary Market Area				Twin Cities Metro Area			
		2010		2014		2010		2014	
		No.	Pct.	No.	Pct.	No.	Pct.	No.	Pct.
Under 25	Own	277	18.7	193	12.8	7,947	16.0	5,229	11.9
	Rent	1,205	81.3	1,312	87.2	41,789	84.0	38,781	88.1
	Total	1,482	100.0	1,505	100.0	49,736	100.0	44,010	100.0
25-34	Own	3,331	51.8	3,051	49.6	102,236	50.6	100,814	48.0
	Rent	3,095	48.2	3,104	50.4	99,716	49.4	109,250	52.0
	Total	6,426	100.0	6,155	100.0	201,952	100.0	210,064	100.0
35-44	Own	4,715	67.7	4,708	64.8	154,678	72.3	147,330	69.2
	Rent	2,253	32.3	2,558	35.2	59,303	27.7	65,508	30.8
	Total	6,968	100.0	7,266	100.0	213,981	100.0	212,838	100.0
45-54	Own	6,974	77.3	6,515	75.8	202,404	79.8	195,071	79.0
	Rent	2,053	22.7	2,084	24.2	51,379	20.2	51,966	21.0
	Total	9,027	100.0	8,599	100.0	253,783	100.0	247,037	100.0
55-64	Own	6,018	79.7	6,263	79.9	162,595	82.6	171,096	81.2
	Rent	1,534	20.3	1,580	20.1	34,355	17.4	39,538	18.8
	Total	7,552	100.0	7,843	100.0	196,950	100.0	210,634	100.0
65 +	Own	6,401	70.9	7,118	71.6	152,615	75.8	164,505	76.5
	Rent	2,625	29.1	2,828	28.4	48,732	24.2	50,527	23.5
	Total	9,026	100.0	9,946	100.0	201,347	100.0	215,032	100.0
TOTAL	Own	27,716	68.5	27,848	67.4	782,475	70.0	784,045	68.8
	Rent	12,765	31.5	13,466	32.6	335,274	30.0	355,570	31.2
	Total	40,481	100.0	41,314	100.0	1,117,749	100.0	1,139,615	100.0

Sources: U.S. Census Bureau; Maxfield Research & Consulting, LLC

- Typically, the youngest and oldest households rent their housing in greater proportions than middle-age households. This pattern is apparent among the younger Market Area households as 57.7% of the population under the age of 35 rents in the PMA while 58.3% of Metro Area householders under the age of 35 rent.
- Over 87% of households under age 25 rented in the PMA in 2014 while 50% of households age 25 to 34 rented. These percentages are comparable to the Metro Area which had 88% of households under age 25 and 52% of age 25 to 34 households renting in 2014.
- The percentage of PMA renter households increased for most age cohorts between 2010 and 2014 as the total number of renter households residing in the PMA grew by an estimated 701 households, an increase of 5.5%. By comparison, the number of owner-occupied households in the PMA increased 0.5% (+132 households) between 2010 and 2014.

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- As depicted in the following chart, the largest overall increase occurred in the 65 and older age group in the PMA, as 203 renter households were added (+8%) and the number of owner households expanded 11% (+717 households).



- Substantial renter household growth occurred in the 35 to 44 cohort with the addition of 305 renter households (+14%). Notable renter household growth also occurred in the under 25 age group, adding 107 renter households (+9%).

Household Type

Table 5 shows household type trends in the Primary Market Area compared to the Metro Area in 2010 and 2014. Data for 2010 is obtained from the Decennial Census, while the 2014 data is an average estimate from the 2010-2014 American Community Survey. Key points from Table 5 are summarized on the following pages.

Shifting household types can stimulate demand for a variety of housing products. Married couple families typically generate demand for single-family detached ownership housing, while married couples without children often desire multifamily housing for convenience reasons. Married couple families without children are generally made up of younger couples that have not had children (and may not have children) and older couples with adult children that have moved out of the home. Other family households, defined as a male or female householder with no spouse present (typically single-parent households), often require affordable housing. Changes in non-family households (households living alone and households composed of unrelated roommates) will drive demand for rental housing.

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- In 2014, non-family households comprised 44.0% of all households in West St. Paul and 36.1% of all households in the PMA compared to 36.5% of all Metro Area households. Between 2010 and 2014, non-family households expanded 1.1% (+163 households) in the PMA, compared to 1.3% growth in the Metro Area. An increase in non-family households indicates a shift in housing needs that favors rental development. However, households composed of unrelated roommates can also be unmarried couples that may choose to own and can often afford to own if they are double-income.
- The number of households with one resident increased 1.5% (+177 households) in the PMA between 2010 and 2014, while the number of roommate households held steady after expanding last decade due to the recession. In the Metro Area, single-person households climbed 3.5% and the number of roommate households declined -4.8%.

**TABLE 5
HOUSEHOLD TYPE
WESTVIEW PARK APARTMENTS MARKET AREA
2010 & 2014**

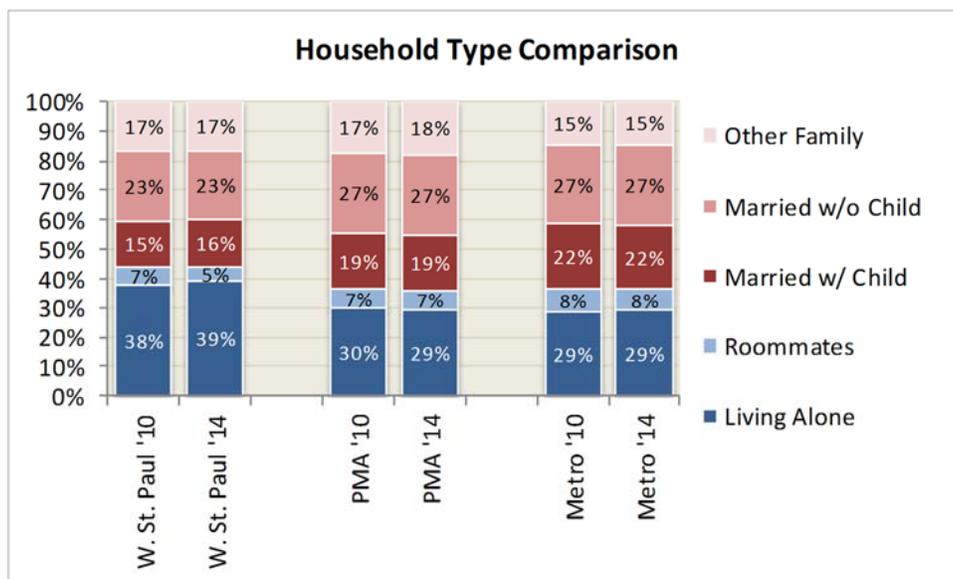
	West St. Paul		Primary Market Area		Twin Cities Metro Area	
	2010	2014	2010	2014	2010	2014
Total Households	8,529	8,508	40,481	41,314	1,117,749	1,139,615
Non-Family Households	3,778	3,741	14,770	14,933	410,253	415,662
Living Alone	3,208	3,344	11,998	12,175	319,030	328,830
Other (Roommates)	570	397	2,772	2,758	91,223	86,832
Family Households	4,751	4,767	25,711	26,381	707,496	723,953
Married w/ Children	1,312	1,403	7,745	7,720	244,687	247,025
Married w/o Children	1,993	1,937	10,969	11,221	298,723	310,565
Other Family	1,446	1,427	6,997	7,440	164,086	166,363
Change (2010 -2014)						
	No.	Pct.	No.	Pct.	No.	Pct.
Total Households	-21	-0.2%	833	2.1%	21,866	2.0%
Non-Family Households	-37	-1.0%	163	1.1%	5,409	1.3%
Living Alone	136	4.2%	177	1.5%	9,800	3.1%
Other (Roommates)	-173	-30.4%	-14	-0.5%	-4,391	-4.8%
Family Households	16	0.3%	670	2.6%	16,457	2.3%
Married w/ Children	91	6.9%	-25	-0.3%	2,338	1.0%
Married w/o Children	-56	-2.8%	252	2.3%	11,842	4.0%
Other Family	-19	-1.3%	443	6.3%	2277	1.4%

Sources: U.S. Census; ESRI; Maxfield Research & Consulting, LLC

- Family households also experienced modest expansion between 2010 and 2014 in the PMA, increasing 2.6% (+670 households), while the Metro Area experienced a 2.3% increase in family households between 2010 and 2014.

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- The PMA experienced a -0.3% decline in married couples with children, while the number of married couples without children expanded 2.3% (+252 households). In West St. Paul, married couples with children households increased 6.9% while married couple households without children contracted -2.8%. Other family households increased 2.9% (+322 households) between 2010 and 2014 in the PMA while declining -1.3% in West St. Paul.
- Single-person households were the most common household type in the PMA in 2014 (29.5% of all households), followed by married couples without children (27.2% of all households). Single-person households were also the most common household type in the Metro Area (28.9%).
- As depicted in the following chart, the composition of household types in West St. Paul and the PMA is similar to the Metro Area, although West St. Paul has a higher proportion of single-person households (39.3% in West St. Paul compared to 29.5% in the PMA and 28.9% in the Metro Area). The Metro Area has notably higher proportions of married couples (49% of all Metro Area households compared to 46% in the PMA and 39% in West St. Paul).



Employment Trends

Employment characteristics are an important component in assessing housing needs in any given market area. These trends are important to consider since employment growth often fuels household growth. Typically, households prefer to live near work for convenience, which is a primary factor in choosing a housing location. This preference is particularly true among renters. Young adults entering the workforce, a primary target market for rental housing, often place great value on living near employment, education, shopping, and entertainment.

Employment Growth

Table 6 on the following page shows employment growth trends and projections from 2000 to 2025 based on the most recent information available from the Minnesota Department of Employment and Economic Development (DEED) and the Metropolitan Council. Data for 2000, 2005, 2010, and 2015 represents the annual average employment for that year. Employment projections for 2020 and 2025 are based on data provided by the Metropolitan Council.

Although employment growth often parallels population growth, it is tied more strongly to transportation access. Cities with interstate access and intra- and inter-metro transportation connections attract more businesses and post higher employment gains. Employment growth can fuel household and population growth as people generally desire to live near their work.

- In 2000, there were 8,725 jobs in West St. Paul and 35,621 jobs in the Remainder of the PMA. Due, in large part, to the economic recession, employment in West St. Paul contracted -13.4% (-1,169 jobs) by 2010, while the number of jobs in the Remainder of the PMA expanded 13.0% (+4,622 jobs). By comparison, the Metro Area experienced a -4.0% decline in employment during the decade.
- Data from the Quarterly Census of Employment and Wages indicates that employment in West St. Paul expanded 3.2% (+245 jobs) between 2010 and 2015, while the Remainder of the PMA contracted by -381 jobs (-0.9%). During that time, the number of jobs increased 8.8% in the Metro Area.
- Solid job growth is expected throughout the Market Area between 2010 and 2020. The PMA is projected to experience a 13.2% gain during the decade (+6,304 jobs), while Metro Area employment grows 16.5%. Within the PMA, West St. Paul is expected to add 844 jobs (+11.2%), and 13.6% growth (+5,460 jobs) is projected in the Remainder of the PMA.
- Within the PMA, job growth will likely be focused along the major transportation corridors in the area; primarily I-494, I-35E, Highway 52, and South Robert Street where there are large concentrations of existing businesses and convenient freeway access.
- Typically, households prefer to live near work for convenience. This preference is particularly true among renters. Young adults entering the workforce, a primary target market for rental housing, often place great value on living near employment, education, shopping, and entertainment.

Annual Employment	City of West St. Paul	Primary Market Area*	Remainder of PMA	Twin Cities Metro Area				
2000	8,725	44,346	35,621	1,600,741				
2005	8,411	49,531	41,120	1,593,692				
2010	7,556	47,799	40,243	1,537,041				
2015	7,801	47,663	39,862	1,671,595				
2020 Forecast	8,400	54,103	45,703	1,791,080				
2025 Forecast	8,600	55,736	47,136	1,852,065				
Change	No.	Pct.	No.	Pct.	No.	Pct.	No.	Pct.
2000 - 2010	-1,169	-13.4%	3,453	7.8%	4,622	13.0%	-63,700	-4.0%
2010 - 2015	245	3.2%	-136	-0.3%	-381	-0.9%	134,554	8.8%
2015 - 2020	599	7.7%	6,440	13.5%	5,841	14.7%	119,485	7.1%

*PMA includes West St. Paul, Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake, and the West Side Neighborhood of St. Paul (55107 ZIP Code)

Sources: MN DEED; Metropolitan Council; Maxfield Research & Consulting, LLC

Resident Employment

Table 7 shows information on the resident labor force and employment in Dakota County compared to the Twin Cities, Minnesota, and the United States. The data is sourced from the Minnesota Department of Employment and Economic Development (DEED). Resident employment data reveals the work force and number of employed people living in the area. It is important to note that not all of these individuals necessarily work in the area. The following points summarize key trends that will impact the demand potential for rental housing in the PMA.

- At 3.6%, the June 2016 unemployment rate in Dakota County is slightly lower than the Twin Cities (3.7%) and Minnesota (4.0%), but it is substantially lower than the 5.1% unemployment rate across the United States. The unemployment rate increased modestly between June 2015 and June 2016, climbing 0.1% in Dakota County as well as the Metro Area.

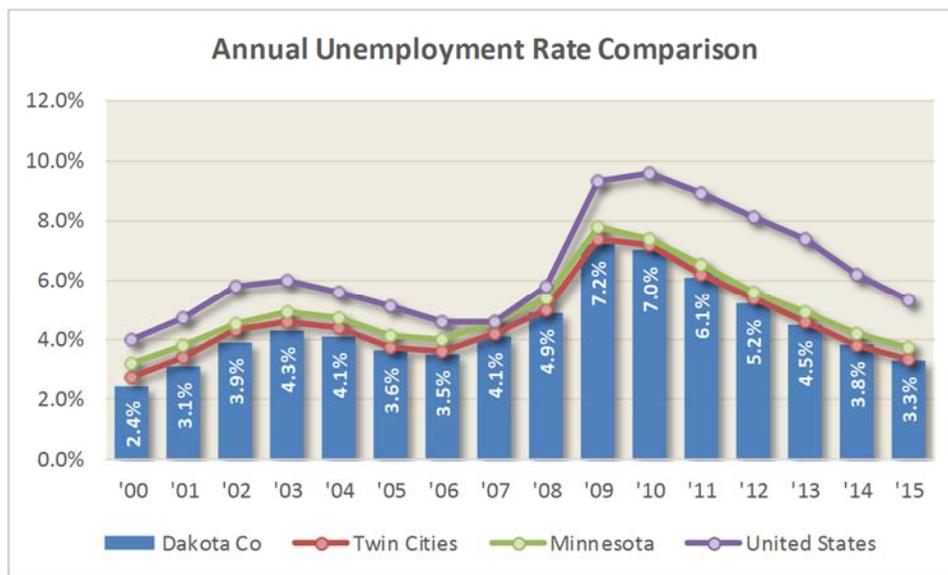
	June 2016			June 2015		
	Labor Force	Employment	UE Rate	Labor Force	Employment	UE Rate
Dakota County	237,839	229,231	3.6%	235,828	227,616	3.5%
Twin Cities	1,684,527	1,622,290	3.7%	1,669,868	1,610,148	3.6%
Minnesota	3,049,853	2,928,501	4.0%	3,037,344	2,921,799	3.8%
United States	160,135,000	151,990,000	5.1%	158,283,000	149,645,000	5.5%

Data not seasonally adjusted

Sources: MN DEED; Maxfield Research & Consulting, LLC

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- It appears that hiring is keeping pace with labor force growth throughout much of the Market Area, keeping the unemployment rate stable. Dakota County's labor force expanded 0.9% (+2,011) between June 2015 and June 2016, while the number of employed residents increased 07% (+1,615). Resident employment in the Twin Cities increased 0.8% against 0.9% labor force growth over the year. Because labor force growth outpaced resident employment growth, the unemployment rate increased slightly in the Market Area.
- The following chart illustrates how unemployment in the Market Area has mirrored national trends but has remained well below the national rate throughout much of the past decade. Dakota County's unemployment rate has consistently tracked slightly lower than unemployment trends in the Twin Cities and the State of Minnesota.



Industry Employment and Wage Data

Table 8 displays information on the employment and wage situation in West St. Paul compared to the PMA and the Twin Cities Metro Area. The Quarterly Census of Employment and Wages (QCEW) data is sourced from DEED for 2014 and 2015, the most recent data available. Employment data for the PMA includes the Cities of West St. Paul, Inver Grove Heights, Lilydale, Mendota, Mendota heights, South St. Paul, Sunfish Lake, and the West Side Neighborhood of Saint Paul.

All establishments covered under the Unemployment Insurance (UI) Program are required to report wage and employment statistics to DEED quarterly. Certain industries in the table may not display any information which means that there is either no reported economic activity for that industry or the data has been suppressed to protect the confidentiality of cooperating employers. This generally occurs when there are too few employers or one employer comprises too much of the employment in that geography.

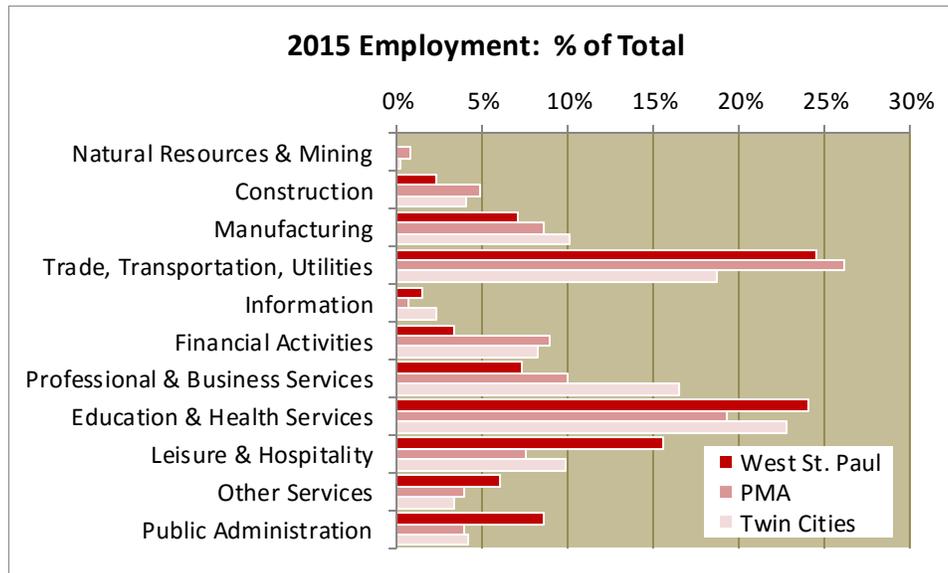
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Industry	2014			2015			Change 2014 - 2015			
	Establish- ments	Employ- ment	Weekly Wage	Establish- ments	Employ- ment	Weekly Wage	Employment		Wage	
							#	%	#	%
WEST ST. PAUL										
Total, All Industries	519	7,822	\$613	506	7,801	\$650	-21	-0.3%	\$37	6.0%
Natural Resources & Mining	--	--	--	--	--	--	--	--	--	--
Construction	23	177	\$921	26	174	\$1,007	-3	-1.7%	\$86	9.3%
Manufacturing	23	516	\$926	21	545	\$978	29	5.6%	\$52	5.6%
Trade, Transportation, Utilities	130	2,006	\$523	121	1,911	\$554	-95	-4.7%	\$31	5.9%
Information	12	122	\$1,026	12	117	\$1,126	-5	-4.1%	\$100	9.7%
Financial Activities	60	275	\$757	55	258	\$848	-17	-6.2%	\$91	12.0%
Professional & Business Services	67	574	\$534	70	568	\$590	-6	-1.0%	\$56	10.5%
Education & Health Services	78	1,834	\$643	77	1,875	\$671	41	2.2%	\$28	4.4%
Leisure & Hospitality	61	1,178	\$291	59	1,212	\$311	34	2.9%	\$20	6.9%
Other Services	63	476	\$454	64	470	\$452	-6	-1.3%	(\$2)	-0.4%
Public Administration	3	662	\$1,106	3	670	\$1,153	8	1.2%	\$47	4.2%
PRIMARY MARKET AREA*										
Total, All Industries	2,364	46,711	\$960	2,327	47,663	\$1,005	952	2.0%	\$45	4.7%
Natural Resources & Mining	6	408	\$455	6	344	\$519	-64	-15.7%	\$64	14.1%
Construction	174	2,143	\$1,319	175	2,281	\$1,379	138	6.4%	\$59	4.5%
Manufacturing	135	4,107	\$1,083	134	4,096	\$1,105	-11	-0.3%	\$22	2.0%
Trade, Transportation, Utilities	526	11,832	\$1,041	511	12,426	\$1,103	594	5.0%	\$62	6.0%
Information	26	349	\$965	26	319	\$1,013	-30	-8.6%	\$47	4.9%
Financial Activities	235	4,352	\$1,118	229	4,239	\$1,182	-113	-2.6%	\$64	5.7%
Professional & Business Services	437	4,866	\$1,172	438	4,741	\$1,250	-125	-2.6%	\$78	6.7%
Education & Health Services	294	8,595	\$813	297	9,171	\$841	576	6.7%	\$28	3.5%
Leisure & Hospitality	177	3,238	\$311	186	3,586	\$330	348	10.7%	\$19	6.0%
Other Services	220	1,874	\$561	212	1,845	\$596	-29	-1.5%	\$35	6.2%
Public Administration	33	1,842	\$1,026	31	1,869	\$1,063	27	1.5%	\$36	3.5%
TWIN CITIES										
Total, All Industries	77,942	1,642,895	\$1,118	76,247	1,671,595	\$1,159	28,700	1.7%	\$41	3.7%
Natural Resources & Mining	304	3,477	\$830	297	3,436	\$873	-41	-1.2%	\$43	5.2%
Construction	6,405	61,566	\$1,260	6,184	66,571	\$1,304	5,005	8.1%	\$44	3.5%
Manufacturing	4,066	165,288	\$1,377	4,009	168,356	\$1,423	3,068	1.9%	\$46	3.3%
Trade, Transportation, Utilities	15,857	307,984	\$960	15,394	312,242	\$982	4,258	1.4%	\$22	2.3%
Information	1,380	39,780	\$1,445	1,323	38,656	\$1,507	-1,124	-2.8%	\$62	4.3%
Financial Activities	8,415	132,676	\$1,804	8,237	136,479	\$1,888	3,803	2.9%	\$84	4.7%
Professional & Business Services	15,100	274,332	\$1,499	14,732	275,989	\$1,558	1,657	0.6%	\$59	3.9%
Education & Health Services	9,819	372,009	\$930	9,755	380,314	\$958	8,305	2.2%	\$28	3.0%
Leisure & Hospitality	7,054	162,157	\$423	7,000	164,836	\$449	2,679	1.7%	\$26	6.1%
Other Services	8,686	55,458	\$636	8,460	55,878	\$660	420	0.8%	\$24	3.8%
Public Administration	857	68,166	\$1,103	858	68,836	\$1,151	670	1.0%	\$48	4.4%
*PMA includes West St. Paul, Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake, and the West Side Neighborhood of St. Paul (55107 ZIP Code)										
Sources: Minnesota Department of Employment and Economic Development; Maxfield Research & Consulting, LLC										

- In West St. Paul, total employment declined -0.3% (-21 jobs) between 2014 and 2015, as the Trade, Transportation, and Utilities sector contracted -4.7% (-95 jobs). PMA employment increased 2.0% during that same time period, gaining 952 jobs as the Trade, Transportation, and Utilities sector added 594 jobs (+5.0%) and the Education and Health Services sector added 576 jobs (+6.7%).

DEMOGRAPHIC REVIEW

- The Trade, Transportation, and Utilities industry is the largest employment sector in West St. Paul as well as the PMA, providing 1,911 jobs (24.5% of total employment) in West St. Paul and over 12,400 jobs (26.1% of total employment) in the PMA. Education and Health Services is the largest employment sector in the Metro Area with over 380,000 jobs (22.8%), followed by the Trade, Transportation, and Utilities sector with 312,000 jobs (18.7%).



- The number of business establishments in West St. Paul declined -2.5% over the year (-13 businesses), with notable contraction occurring in the Trade, Transportation, and Utilities and Financial Activities sectors. The Professional and Business Services and Construction industry sectors experienced noteworthy expansion, adding three businesses apiece (+4.5% and +13.0%, respectively).
- Average weekly wages in the City of West St. Paul (\$650) are -35% lower than the PMA (\$1,005) and -44% lower than the Twin Cities (\$1,159). Wages in the Market Area experienced solid growth over the year, climbing 6.0% in West St. Paul and 4.7% in the PMA, compared to a 3.7% increase in the Metro Area.
- In West St. Paul, highest average wages are found in the Public Administration (\$1,153), Information (\$1,126), and Construction (\$1,007) sectors, while highest wages in the PMA are in Construction (\$1,379) and Professional and Business Services (\$1,250). The Financial Activities sector has the highest wages in the Twin Cities (\$1,888) followed by Professional and Business Services (\$1,558) and Information (\$1,507).
- A household earning the average weekly wage in the PMA (\$1,005) would be able to afford an apartment renting for approximately \$1,306 per month to not exceed 30% of its monthly income on housing costs, very similar to the average rent for one-bedroom apartment units in the competitive set of rental properties in and near the PMA (\$1,311).

Commuting Patterns

Proximity to employment is often a primary consideration when choosing where to live, particularly for younger and lower income households since transportation costs often account for a greater proportion of their budgets. Table 9 highlights the commuting patterns of workers in West St. Paul based on data from the U.S. Census Bureau Longitudinal Employer-Household Dynamics (LEHD) program for 2014, the most recent data available.

- As the table illustrates, about 89% of the workers employed in the City of West St. Paul reside outside the City. The largest proportion of workers in West St. Paul commutes from the adjacent communities which comprise the PMA, including; Saint Paul (16.6%), Inver Grove Heights (7.4%), and South St. Paul (7.1%).
- Approximately 63% of the workers in West St. Paul reside within ten miles of their place of employment while 28% travel from 10 to 24 miles. Roughly 6% of the workers commute from a distance of 25 to 50 miles while 4% come from more than 50 miles away.

TABLE 9 COMMUTING PATTERNS CITY OF WEST ST. PAUL 2014					
Home Destination			Work Destination		
<u>Place of Residence</u>	<u>Count</u>	<u>Share</u>	<u>Place of Employment</u>	<u>Count</u>	<u>Share</u>
St. Paul city, MN	1,149	16.6%	St. Paul city, MN	2,060	22.9%
West St. Paul city, MN	767	11.1%	Minneapolis city, MN	1,128	12.6%
Inver Grove Heights city, MN	508	7.4%	West St. Paul city, MN	767	8.5%
South St. Paul city, MN	489	7.1%	Eagan city, MN	518	5.8%
Minneapolis city, MN	403	5.8%	Bloomington city, MN	394	4.4%
Eagan city, MN	289	4.2%	Mendota Heights city, MN	270	3.0%
Cottage Grove city, MN	195	2.8%	Inver Grove Heights city, MN	232	2.6%
Woodbury city, MN	195	2.8%	South St. Paul city, MN	221	2.5%
Mendota Heights city, MN	155	2.2%	Roseville city, MN	175	1.9%
Maplewood city, MN	139	2.0%	Maplewood city, MN	164	1.8%
All Other Locations	2,613	37.9%	All Other Locations	3,049	34.0%
<u>Distance Traveled</u>			<u>Distance Traveled</u>		
Total Primary Jobs	6,902	100.0%	Total Primary Jobs	8,978	100.0%
Less than 10 miles	4,350	63.0%	Less than 10 miles	5,808	64.7%
10 to 24 miles	1,923	27.9%	10 to 24 miles	2,535	28.2%
25 to 50 miles	382	5.5%	25 to 50 miles	134	1.5%
Greater than 50 miles	247	3.6%	Greater than 50 miles	501	5.6%
Home Destination = Where workers live who are employed in the selection area Work Destination = Where workers are employed who live in the selection area					
Sources: US Census Bureau Local Employment Dynamics; Maxfield Research & Consulting, LLC					

DEMOGRAPHIC REVIEW

- Nearly 23% of the workers living in West St. Paul commute to Saint Paul for employment, while 13% commute to Minneapolis and 9% remain in West St. Paul. Roughly 6% of the resident workers in West St. Paul work in Eagan and 4% work in Bloomington.
- Roughly 65% of resident workers living in West St. Paul travel less than ten miles to their place of employment, while 28% have a commute distance from 10 to 24 miles. Approximately 2% commutes between 25 and 50 miles to their place of work while 6% commute more than 50 miles.

Table 10 provides a summary of the inflow and outflow characteristics of the workers in the City. Outflow reflects the number of workers living in the City but employed outside West St. Paul while inflow measures the workers that are employed in the City but live outside the City. Interior flow reflects the number of workers that both live and work in West St. Paul.

- As the table shows, West St. Paul is an exporter of workers as a higher number of resident workers leave the City for employment than nonresidents commute into the City. Roughly 6,100 workers come into the City for employment (inflow) while over 8,200 leave (outflow). Approximately 767 people both live and work in West St. Paul (interior flow).
- Roughly 89% of the jobs in West St. Paul are filled by workers commuting into the City. A portion of these workers may be drawn to new rental housing on the subject property. The highest proportion of the workers coming into the area are aged 30 to 54 and earn between \$1,251 and \$3,333 per month (\$15,000 to \$40,000 per year). The “All Other Services” sector brings in most of the employees (63%).

	Outflow		Inflow		Interior Flow	
City of West St. Paul, Minnesota	8,211	100.0%	6,135	100.0%	767	100.0%
<u>By Age</u>						
Workers Aged 29 or younger	1,934	23.6%	1,532	25.0%	259	33.8%
Workers Aged 30 to 54	4,318	52.6%	3,200	52.2%	285	37.2%
Workers Aged 55 or older	1,959	23.9%	1,403	22.9%	223	29.1%
<u>By Monthly Wage</u>						
Workers Earning \$1,250 per month or less	1,524	18.6%	1,679	27.4%	322	42.0%
Workers Earning \$1,251 to \$3,333 per month	2,640	32.2%	2,264	36.9%	293	38.2%
Workers Earning More than \$3,333 per month	4,047	49.3%	2,192	35.7%	152	19.8%
<u>By Industry</u>						
"Goods Producing"	1,050	12.8%	648	10.6%	31	4.0%
"Trade, Transportation, and Utilities"	1,432	17.4%	1,637	26.7%	221	28.8%
"All Other Services"*	5,729	69.8%	3,850	62.8%	515	67.1%
*includes the following sectors: Information, Financial Activities, Professional & Business Services, Education & Health Services, Leisure & Hospitality, Other Services, and Public Administration						
Sources: US Census Bureau Local Employment Dynamics; Maxfield Research & Consulting, LLC						

Summary of Demographic Trends

The following summary highlights key demographic trends that will impact demand for rental housing throughout the Primary Market Area.

Between 2000 and 2010, the PMA population increased 2.9% (+2,809) while the number of households expanded 5.5% (+2,122). We estimate that the PMA's population increased 3.6% to 104,545 between 2010 and 2016, while the number of households increased 4.4% (+1,763). Between 2016 and 2025, the PMA is projected to add 8,086 people (+7.7%) and 4,337 households (+10.3%). The rate of growth in the PMA is expected to approximate the Twin Cities Metro Area (+7.3% population growth and +11.5% household growth by 2025).

The most rapid growth is expected to occur among older adults in the Market Area as the baby boomer population ages, particularly the 65 to 74 age group which is projected to grow 29% in the PMA. The PMA is also expected to experience substantial growth in the age 35 to 44 cohort, adding 1,318 people (+10.3%) between 2016 and 2021, as the peak of the "echo boom" moves into age group.

Based on average pricing of \$1,311 for one-bedroom units in the competitive set of newer rental properties in and near the PMA, a household will need to have an annual income of roughly \$52,400 or greater to not exceed 30% of its monthly income on housing costs. In 2016, approximately 24,322 PMA households (58% of the total) are estimated to have had incomes of at least \$52,400. By 2021, total income-qualified households are projected to increase to 25,739 households (+5.8%) after accounting for inflation.

Households under the age of 35 are most likely to rent their housing, although there is a growing group of households over age 35 that are choosing to rent for lifestyle reasons. Between 2016 and 2021, the number of PMA households in the 25 to 34 age cohort is expected to increase by approximately 67 income-qualified households (+1.8%). The number of income-qualified households in the age 24 or younger cohort is projected to contract slightly during this time period, while income-qualified households in the age 35 to 44 cohort are projected to increase 13% (+581). The 55 to 64 age group is expected to experience 4% growth (+199) in income-qualified households.

The percentage of PMA renter households increased for most age cohorts between 2010 and 2014 as the total number of renter households residing in the PMA grew by an estimated 701 households, an increase of 5.5%. By comparison, the number of owner-occupied households in the PMA increased 0.5% (+132 households) between 2010 and 2014.

Between 2010 and 2014, non-family households expanded 1.1% (+163 households) in the PMA, compared to 1.3% growth in the Metro Area. The number of households with one resident increased 1.5% (+177 households) in the PMA, while the number of roommate households held steady after expanding last decade due to the recession. Family households also experienced modest expansion between 2010 and 2014 in the PMA, increasing 2.6% (+670 households).

DEMOGRAPHIC REVIEW

Due, in large part, to the economic recession, employment in West St. Paul contracted -13.4% (-1,169 jobs) by 2010, while the number of jobs in the Remainder of the PMA expanded 13.0% (+4,622 jobs). By comparison, the Metro Area experienced a -4.0% decline in employment during the decade. Employment in West St. Paul expanded 3.2% (+245 jobs) between 2010 and 2015, while the Remainder of the PMA contracted by -381 jobs (-0.9%). During that time, the number of jobs increased 8.8% in the Metro Area. The PMA is projected to experience a 13.2% gain (+6,304 jobs) between 2010 and 2020.

It appears that hiring is keeping pace with labor force growth throughout much of the Market Area, keeping the unemployment rate stable. Dakota County's labor force expanded 0.9% (+2,011) between June 2015 and June 2016, while the number of employed residents increased 07% (+1,615).

PMA employment increased 2.0% between 2014 and 2015, gaining 952 jobs as the Trade, Transportation, and Utilities sector added 594 jobs (+5.0%) and the Education and Health Services sector added 576 jobs (+6.7%). A household earning the average weekly wage in the PMA (\$1,005) would be able to afford an apartment renting for approximately \$1,306 per month to not exceed 30% of its monthly income on housing costs, very similar to the average rent for one-bedroom apartment units in the competitive set of rental properties in and near the PMA (\$1,311).

West St. Paul is an exporter of workers as a higher number of resident workers leave the City for employment than nonresidents commute into the City. Roughly 6,100 workers come into the City for employment (inflow) while over 8,200 leave (outflow). Approximately 767 people both live and work in West St. Paul (interior flow). Roughly 89% of the jobs in West St. Paul are filled by workers commuting into the City. A portion of these workers may be drawn to new rental housing on the subject property.

Typically, households prefer to live near work for convenience. This preference is particularly true among renters. Young adults entering the work force, a primary target market for rental housing, often place great value on living near employment, education, shopping, and entertainment. With the Site's location in West St. Paul, renters would have convenient access to jobs, shopping, and entertainment options.

Based on demographic factors influencing the area, notably population and household growth, an aging population, income growth, shifting household types, and job growth it appears that there will be growing demand for rental housing units in the PMA.

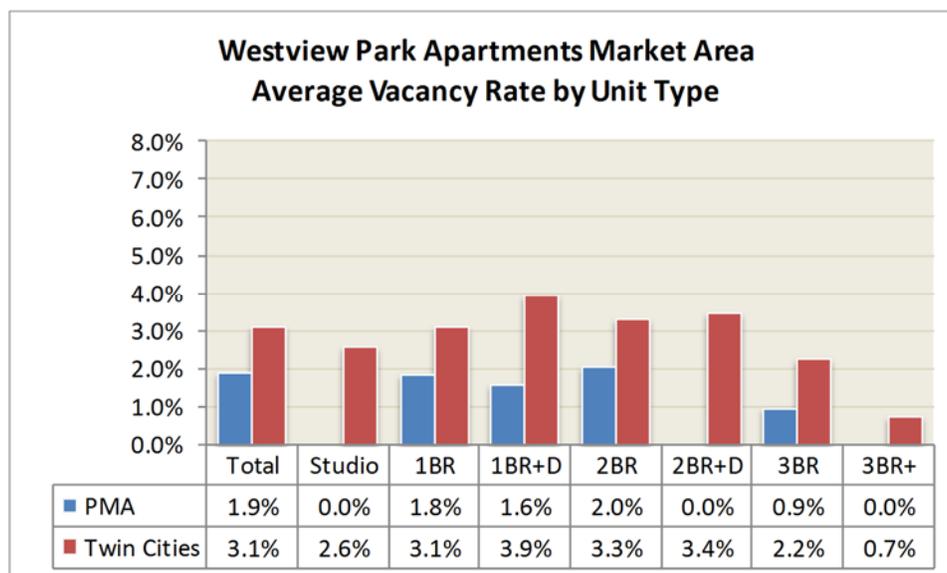
Introduction

The following section of the report analyzes current market conditions for general occupancy rental housing in the Market Area. Topics covered include an overview of rental housing market conditions in the Market Area, detailed information on individual market rate rental developments in and near the PMA, and information on new rental developments planned or under construction in the PMA.

Overview of Rental Market Conditions

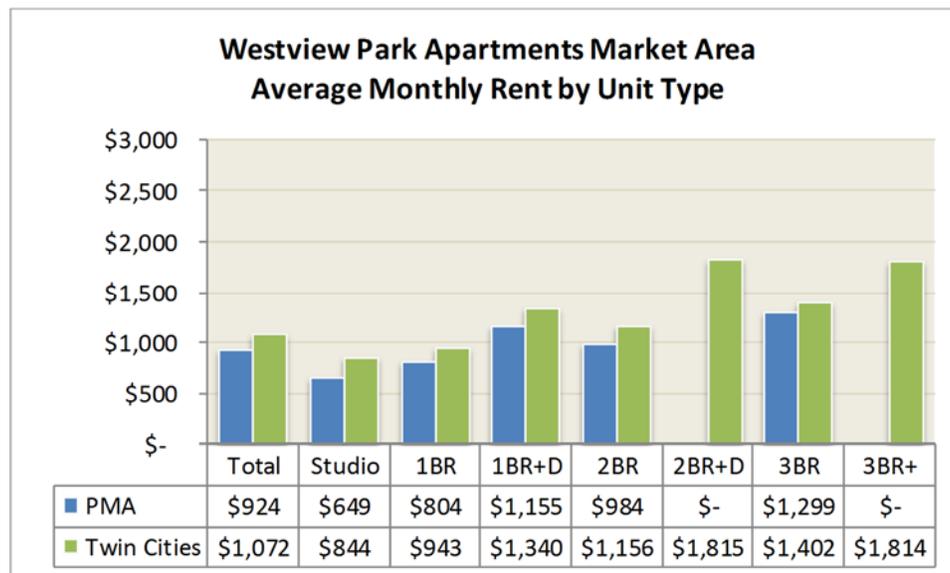
Table 11 displays average monthly rent and vacancy rate data from Marquette Advisors *Apartment Trends* report for the Twin Cities Metro Area along with the PMA submarkets surrounding the subject property. Information is provided for the West St. Paul/South St. Paul and Inver Grove Heights/Mendota Heights/Lilydale submarkets. The data is shown for the first quarter of 2015 compared to the first quarter of 2016, the most recent data available.

- The equilibrium vacancy rate for rental housing is considered to be 5.0%. This allows for normal turnover and an adequate supply of alternatives for prospective renters. During the first quarter of 2016, the vacancy rate was 3.1% in the Twin Cities Metro Area and 1.9% across the PMA submarkets. In effect, the overall supply of rental housing in the Market Area is slightly below the level considered adequate to meet demand.
- As illustrated in the following chart, vacancy rates were below equilibrium across all unit types in the PMA. There were no studio or two-bedroom plus den vacancies. Three-bedroom units were 0.9% vacancy, while one-bedroom plus den and one-bedroom units were 1.6% and 1.8% vacant, respectively. Two-bedroom units had the highest vacancy at 2.0%.



RENTAL MARKET ANALYSIS

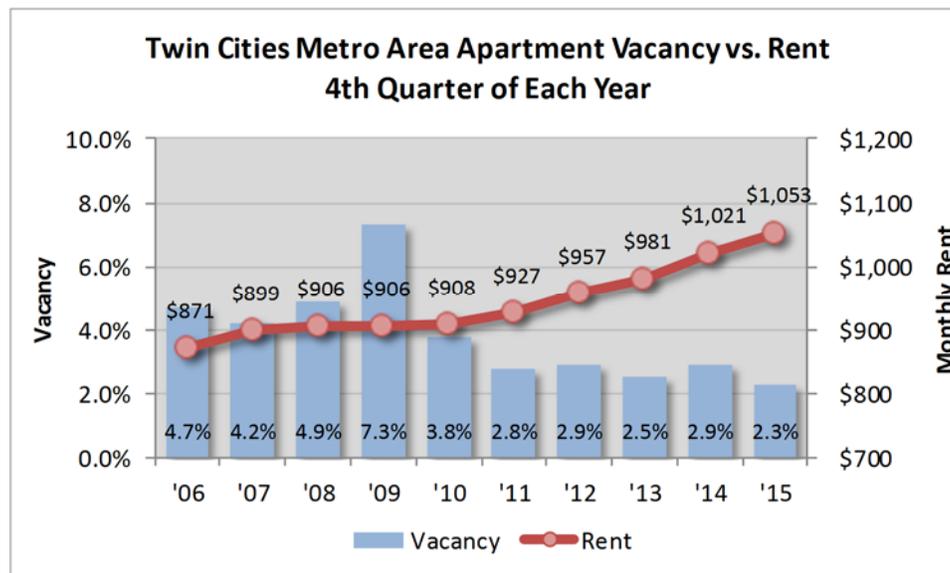
- Across the Metro Area, vacancies were lowest for units with more than three bedrooms (0.7%) and three-bedroom units (2.2%). Studio and one-bedroom units were 2.6% vacant and 3.1% vacant, respectively. One-bedroom plus den units had the highest vacancy rate, at 3.9%, while two-bedroom plus den and two-bedroom were 3.4% and 3.3% vacant, respectively.
- Within the PMA submarkets, West St. Paul/South St. Paul had the lowest vacancy rate at 1.7%, while Inver Grove Heights/Mendota Heights/Lilydale was 2.0% vacant. Total vacancy in the PMA declined -1.6% over the past year. Vacancy in West St. Paul/South St. Paul decreased -1.5% over the year, while Inver Grove Heights/Mendota Heights/Lilydale experienced a -1.8% decline in vacancy.
- Average monthly rents increased 5.3% over the year to \$1,072 across the Metro Area, while the PMA submarkets experienced little rent growth, climbing 0.3%. At \$924, the average monthly rent in the PMA is -14% lower than the Twin Cities average.
- Within the PMA, average rental rates range from \$799 in West St. Paul/South St. Paul to \$1,025 in Inver Grove Heights/Mendota Heights/Lilydale. Average rents in West St. Paul/South St. Paul declined -1.5% over the past year, while rents increased 1.8% in Inver Grove Heights/Mendota Heights/Lilydale.



- One- and two-bedroom units are the predominant unit types in the submarkets comprising the PMA, representing 40.2% (1,860 units) and 52.8% (2,442 units) of the inventory, respectively. Three-bedroom units (215 units) represent 4.6% of the inventory, while 1.4% of the inventory is comprised of one-bedroom plus den units (63 units). Studio units represent 1.0% of the inventory (48 units).

RENTAL MARKET ANALYSIS

- The Metro Area has a lower proportion of two-bedroom units (42% of the total). Over 44% of the Metro Area's units have one bedroom, and the Metro Area has a higher proportion of smaller units as over 5% of the units are studios. One-bedroom plus den units comprise 2.5% of the Metro Area's supply of apartment units. The Metro Area also has larger proportions of the larger unit types, as 1.2% have two-bedrooms and a den, 5.0% have three bedrooms, and 0.3% of the units have more than three bedrooms.
- The following chart illustrates how the general occupancy apartment market recovered after struggling with rapidly rising vacancy rates between the fourth quarter of 2007 and the fourth quarter of 2009. Since 2009, apartment rents in the Metro Area have increased at an average rate of roughly 2.5% per year.



- The tight rental market can be attributed primarily to a group of foreclosed homeowners that entered the rental market during the Great Recession and traditional renters, who are potential home-owners, staying in the rental market longer due to lifestyle preferences. Job growth is also contributing to demand for apartment units, as new people are relocating to the region for employment and moving into rental properties.
- According to Marquette Advisors 3,928 apartment units were absorbed in 2015, compared to 2,767 units in 2014 and 3,378 units in 2013. Absorption in recent years has more than doubled the amount of absorption in 2012 when 1,217 units were absorbed. This increase in absorption can be attributed, in large part, to a growing inventory of units, as the tight supply constrained absorption in 2012 and 2011.
- Numerous projects are either under construction or in the development pipeline in the Twin Cities. Maxfield Research is tracking over 5,000 units that are under construction or scheduled to move forward, and over 4,100 units came on-line in 2015.

RENTAL MARKET ANALYSIS

- Although new market rate rental construction is making its way into suburban locations, the majority of recent new units coming on-line has occurred in the central cities and close-in suburbs of Minneapolis, Saint Paul, St. Louis Park, and Edina. As identified in the next section of this report, there has been limited new rental construction in the communities comprising the PMA.

		Total	Studio	1 BR	1 BR w/ Den	2 BR	2 BR w/ Den	3 BR	3 BR/D or 4BR	Average Increase
WEST ST. PAUL - SOUTH ST. PAUL										
Q1/2015	Units	2,078	48	1,019	20	991	--	--	--	--
	No. Vacant	67	0	45	0	22	--	--	--	--
	Avg. Rent	\$811	\$635	\$699	\$842	\$933	--	--	--	3.2%
	Vacancy	3.2%	0.0%	4.4%	0.0%	2.2%	--	--	--	-0.1%
Q1/2016	Units	2,078	48	1,019	20	991	--	--	--	--
	No. Vacant	36	0	19	0	17	--	--	--	--
	Avg. Rent	\$799	\$649	\$719	\$842	\$888	--	--	--	-1.5%
	Vacancy	1.7%	0.0%	1.9%	0.0%	1.7%	--	--	--	-1.5%
INVER GROVE HEIGHTS - MENDOTA HEIGHTS - LILYDALE										
Q1/2015	Units	2,550	--	841	43	1,451	--	215	--	--
	No. Vacant	97	--	16	1	73	--	7	--	--
	Avg. Rent	\$1,011	--	\$888	\$1,224	\$1,034	--	\$1,295	--	-0.1%
	Vacancy	3.8%	--	1.9%	2.3%	5.0%	--	3.3%	--	1.2%
Q1/2016	Units	2,550	--	841	43	1,451	--	215	--	--
	No. Vacant	51	--	15	1	33	--	2	--	--
	Avg. Rent	\$1,025	--	\$908	\$1,300	\$1,049	--	\$1,299	--	1.7%
	Vacancy	2.0%	--	1.8%	2.3%	2.3%	--	0.9%	--	-1.8%
TWIN CITIES METRO AREA										
Q1/2015	Units	126,381	6,622	55,899	2,776	53,001	1,406	6,363	314	--
	No. Vacant	3,359	166	1,325	155	1,489	48	171	5	--
	Avg. Rent	\$1,018	\$796	\$892	\$1,261	\$1,103	\$1,752	\$1,352	\$1,352	1.8%
	Vacancy	2.7%	2.5%	2.4%	5.6%	2.8%	3.4%	2.7%	1.6%	-0.1%
Q1/2016	Units	130,428	6,778	57,723	3,197	54,225	1,597	6,498	410	--
	No. Vacant	4,048	175	1,769	126	1,774	55	146	3	--
	Avg. Rent	\$1,072	\$844	\$943	\$1,340	\$1,156	\$1,815	\$1,402	\$1,814	5.3%
	Vacancy	3.1%	2.6%	3.1%	3.9%	3.3%	3.4%	2.2%	0.7%	0.4%

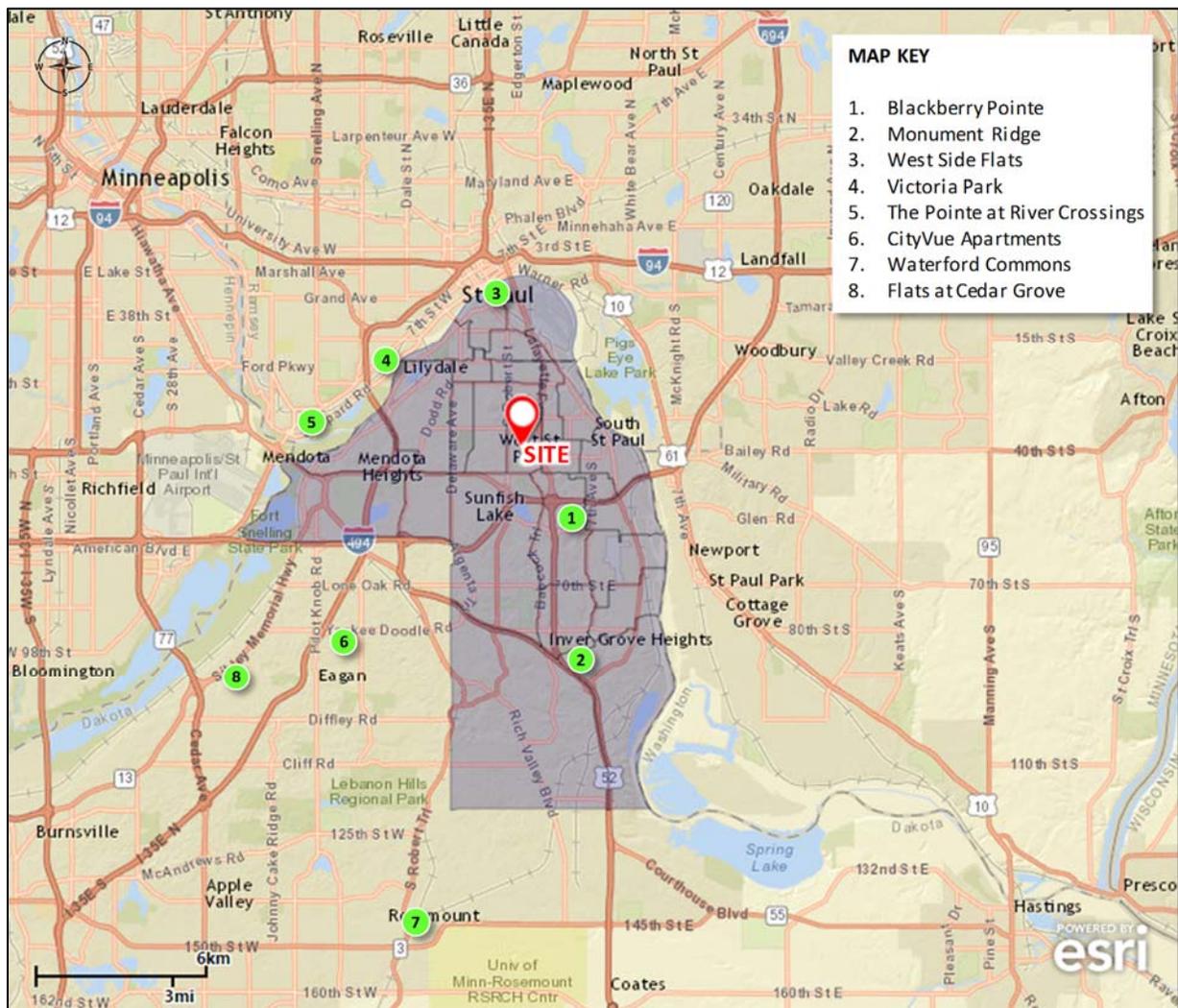
Sources: GVA Marquette Advisors; Maxfield Research & Consulting, LLC

Selected Market Rate Apartment Developments

Maxfield Research compiled detailed information for a select group of the newest market rate apartment properties in the PMA that would compete either directly or indirectly with general occupancy apartment units on the subject property. Because there are relatively few new rental developments in the PMA, we also include projects along the west side of the Mississippi River in Saint Paul along with new projects in the suburban communities adjacent to the PMA.

Data on these competitive properties is presented in Tables 12 through 14 on the following pages. The rents shown represent quoted rental rates and have not been adjusted to reflect the inclusion or exclusion of utilities. Most new rental properties (post 2000) require the tenant to pay most, if not all, of the utilities.

Competitive Properties Location Map



RENTAL MARKET ANALYSIS

<p align="center">TABLE 12 SELECT NEWER MARKET RATE RENTAL PROJECTS WESTVIEW PARK APARTMENTS MARKET AREA August 2016</p>											
Project Name/Location	Occp. Date	No. of Units	Total Vacant	Unit Description			Monthly Rent		Rent/sq. ft.		
				Type	No.	Vac.	Size	Min	Max	Min	Max
Blackberry Pointe 5470 & 5480 Blackberry Trl Inver Grove Heights, MN	2004	131	2	1BR	41	0	802 - 902	\$1,008 - \$1,079	\$1.20 - \$1.26		
			vacancy rate: 1.5%	2BR	78	1	1,019 - 1,235	\$1,220 - \$1,436	\$1.16 - \$1.20		
				3BR	12	1	1,448 - 1,512	\$1,610 - \$1,617	\$1.07 - \$1.11		
<p>Notes: 3-story buildings. Amenities include swimming pool, playground, business center, parking garage, fitness center, clubhouse, in-unit full size W/D, club room, walk-in closets, patio or balcony. Rent includes sewer, water, and trash removal. 219 total units (88 tax credit units).</p>											
Monument Ridge 8851 & 8891 Broderick Blvd Inver Grove Heights, MN	2004	136	0	1BR	61	0	830 - 960	\$1,019 - \$1,179	\$1.23 - \$1.23		
			vacancy rate: 0.0%	2BR	63	0	1,020 - 1,330	\$1,219 - \$1,399	\$1.05 - \$1.20		
				3BR	12	0	1,420 - 1,420	\$1,499 - \$1,499	\$1.06 - \$1.06		
<p>Notes: 3-story buildings. Units feature oversized closets, in-unit washer/dryer, full kitchen appliance package. Amenities include elevator, extra storage, fitness center, playground, swimming pool, and garage parking. Water and trash removal included in rent.</p>											
West Side Flats 84 Wabasha St Saint Paul, MN	2014	142	6	Studio	20	1	484 - 506	\$1,071 - \$1,218	\$2.21 - \$2.41		
			vacancy rate: 4.2%	1BR	70	5	646 - 744	\$1,333 - \$1,639	\$2.06 - \$2.20		
				1BR+D	12	0	940 - 996	\$1,745 - \$2,168	\$1.86 - \$2.18		
				2BR	40	0	962 - 1,308	\$1,745 - \$2,168	\$1.66 - \$1.81		
<p>Notes: 5-story building. Amenities include indoor/outdoor pool, fitness center, outdoor lounge (fire pit, grilling station, outdoor TV), club room, underground parking (\$120/month), storage, and concierge services. Units offer granite islands, in-unit W/D, and patios or decks.</p>											
<p>----- projects located outside PMA -----</p>											
Victoria Park 740 Victoria St Saint Paul, MN	2014	216	4	1BR	106	4	542 - 972	\$1,234 - \$1,580	\$1.63 - \$2.28		
			vacancy rate: 1.9%	2BR	84	0	858 - 1,200	\$1,530 - \$2,051	\$1.71 - \$1.78		
				3BR	26	0	1,308 - 1,645	\$2,151 - \$2,676	\$1.63 - \$1.64		
<p>Notes: Three-story buildings. Amenities include a swimming pool, clubhouse, business center, TV lounge, fitness center, yoga studio, cyber lounge, grilling patio, and free bike use. Units include granite countertops, SS appliances, in-unit W/D, walk-in closets, and some fireplaces.</p>											
The Pointe at River Crossings 1375 S Davern St Saint Paul, MN	2009	104	1	1BR	42	1	622 - 828	\$1,096 - \$1,288	\$1.56 - \$1.76		
			vacancy rate: 1.0%	2BR	42	0	1,009 - 1,453	\$1,407 - \$1,674	\$1.15 - \$1.39		
				2BR+D	12	0	1,301 - 1,301	\$1,693 - \$1,693	\$1.30 - \$1.30		
				3BR	8	0	1,458 - 1,466	\$1,642 - \$1,859	\$1.13 - \$1.27		
<p>Notes: Four-story building. Units include granite countertops, SS appliances, in-unit W/D, and some fireplaces. Amenities include business center, clubhouse, fitness center, game room, hot tub, multimedia center, swimming pool, and underground parking.</p>											
CityVue Apartments 3435 Promenade Ave Eagan, MN	2015	113	4	1BR	89	3	514 - 855	\$1,115 - \$1,745	\$2.04 - \$2.17		
			vacancy rate: 3.5%	2BR	24	1	792 - 1,113	\$1,610 - \$2,375	\$2.03 - \$2.13		
<p>Notes: Renovated 11-story office building. Amenities include rooftop lounge and patio, fitness center, free ramp parking, heated UG parking (\$150/mo.), package receiving, and free internet. Units feature keyless entry, walk-in closets, in-unit W/D, SS appliances, and granite countertops. Electric, water, sewer, and trash removal included in rent.</p>											
Waterford Commons 2930 146th St W Rosemount, MN	2009	85	0	1BR	41	0	651 - 892	\$1,001 - \$1,268	\$1.42 - \$1.54		
			vacancy rate: 0.0%	2BR	34	0	1,004 - 1,243	\$1,369 - \$1,615	\$1.30 - \$1.36		
				3BR	10	0	1,243 - 1,616	\$1,320 - \$1,646	\$1.02 - \$1.06		
<p>Notes: 3-story building. Units feature full-size W/D, 9' ceilings, granite countertops, SS appliances, balconies, and kitchen islands. Amenities include outdoor pool, fitness center, heated UG parking, business ceNter, and controlled access. 108-unit community (23 tax credit units).</p>											
Flats at Cedar Grove 3825 Cedar Grove Pkwy Eagan, MN	2015	191	24	1BR	108	8	710 - 766	\$1,306 - \$1,372	\$1.79 - \$1.84		
			vacancy rate: 12.6%	2BR	72	11	943 - 1,305	\$1,654 - \$2,026	\$1.55 - \$1.75		
				3BR	11	5	1,564 - 1,568	\$2,350 - \$2,472	\$1.50 - \$1.58		
<p>Notes: Project in initial lease-up. Four stories. Amenities include fitness center, bike racks, business center, UG parking, concierge, community room, clubhouse, outdoor pool and sundeck. Units feature granite countertops, SS appliances, walk-in closets, full size W/D, and balconies.</p>											
Total		1,118	41								

Source: Maxfield Research & Consulting, LLC

RENTAL MARKET ANALYSIS

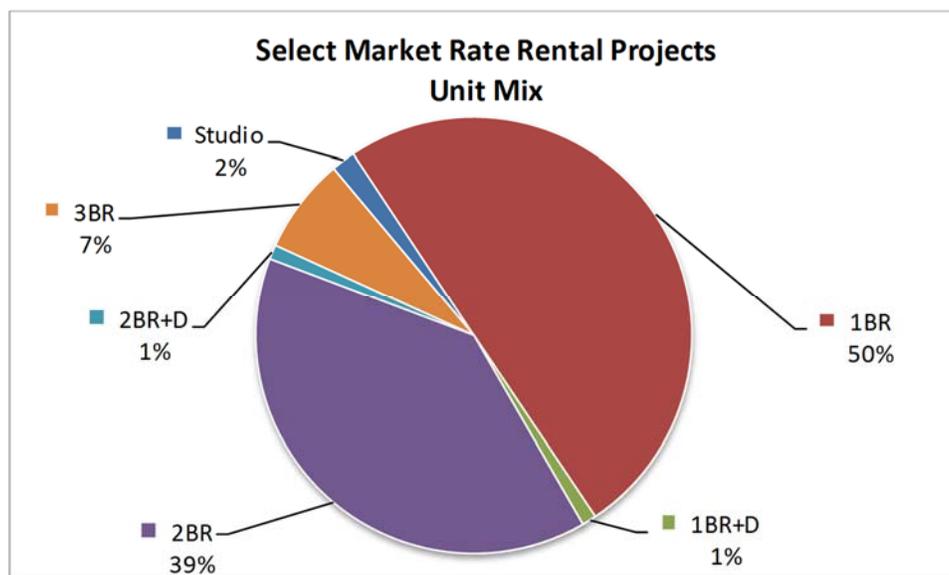
The per square foot average rents presented reflect a weighted average based on the number of units in each development. Therefore, developments with a larger number of units of any one type contribute more toward the average than those with only a few units of a specific type. Table 13 and the points that follow summarize key observations for the selected general occupancy market rate rental developments.

- A total of 1,118 units is represented among eight developments located in or near the PMA.

Unit Type	Total Units	% of Total	Avg. Size	Monthly Rents		
				Range Low - High	Avg. Rent	Avg. Rent/ Sq. Ft.
Studio	20	1.8%	495	\$1,071 - \$1,218	\$1,145	\$2.31
1BR	558	49.9%	755	\$1,001 - \$1,745	\$1,311	\$1.76
1BR+Den	12	1.1%	968	\$1,745 - \$2,168	\$1,957	\$2.02
2BR	437	39.1%	1,115	\$1,219 - \$2,375	\$1,626	\$1.47
2BR+Den	12	1.1%	1,301	\$1,693 - \$1,693	\$1,693	\$1.30
3BR	79	7.1%	1,473	\$1,320 - \$2,676	\$1,968	\$1.33
Total:	1,118	100%	950	\$1,001 - \$2,676	\$1,488	\$1.63

Source: Maxfield Research & Consulting, LLC

- Nearly half of all units in the competitive set are one-bedroom units and 39% of the units have two bedrooms. Units with three bedrooms represent 7% of the inventory and 2% are studio units. One-bedroom plus den and two-bedroom plus den units each represent 1% of the inventory.



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- On average, units in these market rate projects are 950 square feet, with studio units being the smallest (495 square feet) and the units with three bedrooms being the largest at 1,473 square feet.
- Monthly rental rates range from a low of \$1,001 for one-bedroom units at Waterford Commons in Rosemount to a high of \$2,676 for a three-bedroom unit in Flats at Cedar Grove in Eagan. Monthly rents average \$1,145 for studio units, \$1,311 for one-bedroom units, \$1,957 for one-bedroom plus den units, \$1,626 for two-bedroom units, \$1,693 for two-bedroom plus den units, and \$1,968 for units with three bedrooms.
- The weighted average monthly rent at these market rate projects is \$1,488 which equates to \$1.63 per square foot. Per square foot rents for these properties range from a low of \$1.02 per square foot for a three-bedroom unit in Waterford Commons to a high of \$2.41 for a studio unit at West Side Flats.
- The following list identifies the average per square foot rent for these properties along with their City and year built:

– CityVue Apartments (2015)	Eagan	\$2.09 per square foot
– West Side Flats (2014)	Saint Paul	\$2.04 per square foot
– Victoria Park (2014)	Saint Paul	\$1.79 per square foot
– Flats at Cedar Grove (2015)	Eagan	\$1.73 per square foot
– The Pointe at River Crossings (2009)	Saint Paul	\$1.41 per square foot
– Waterford Commons (2009)	Rosemount	\$1.36 per square foot
– Blackberry Pointe (2004)	Inver Grove Heights	\$1.18 per square foot
– Monument Ridge (2004)	Inver Grove Heights	\$1.16 per square foot
- We include seven properties with a total of 927 units in our vacancy analysis, as Flats at Cedar Grove was recently completed and is still in initial lease-up. These seven projects contain a total of 17 vacant units, representing a 1.8% vacancy rate, well-below equilibrium (5.0% vacancy). As such, it appears that the supply of newer rental housing in and near the PMA is below the level needed to adequately meet demand.

Table 14 on the following page summarizes unit features and common area amenities at each community, but the newest properties are offering residents contemporary features and amenities such as:

- Nine foot ceilings, walk-in closets, in-unit laundry, patios, porches, or balconies;
- Full kitchen appliance packages with stainless appliances and granite countertops;
- Fitness center, outdoor living/entertainment options, swimming pool, community room;
- Secure keyless entry, private theater, concierge, and package receiving services;
- Underground/covered parking and free WiFi in common areas.

RENTAL MARKET ANALYSIS

**TABLE 14
UNIT FEATURES AND COMMON AREA AMENITIES
SELECTED MARKET RATE RENTAL PROJECTS
August 2016**

Projects	In Unit/Common Area Amenities										Utilities and Parking						
	Central/AC	Dishwasher	Patio/Balcony	Walk-in Closet	Laundry	Concierge	Community Rm.	Fitness Center	Playground	Pool	Storage	Heat/Gas	Electricity	Water/Sewer	Trash	Cable	Parking
Blackberry Pointe	X	X	X		IU		X	X	X	X	X			X	X		UG
Monument Ridge	X	X	X	X	IU		X	X	X					X	X		UG
West Side Flats	X	X	X	X	IU	X	X	X			X	X		X	X		UG
Victoria Park	X	X	X	X	IU	X	X	X			X						UG
The Pointe at River Crossing	X	X	X	X	IU	X	X	X			X	X		X			UG
CityVue Apartments	X	X	X	X	IU	X	X	X					X	X	X	X	UG
Waterford Commons	X	X	X	X	IU		X	X			X						UG
Flats at Cedar Grove	X	X	X	X	IU	X	X	X			X	X		X			UG

Notes: X=Available/Included; DG=Detached Garage; UG=Underground; AG=Attached Garage; IU=In-unit

Source: Maxfield Research & Consulting, LLC

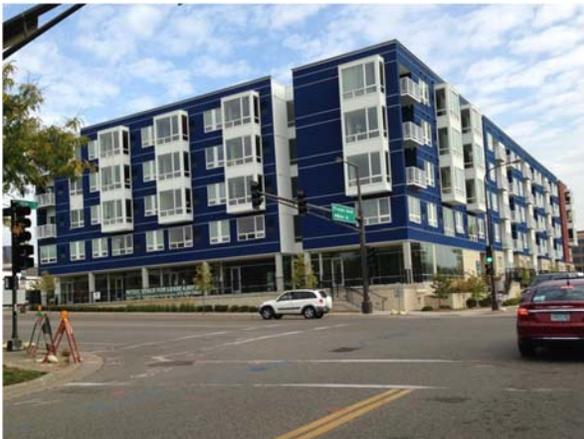
Market Rate General Occupancy Rental Property Photos



Blackberry Point



Monument Ridge



West Side Flats



Victoria Park



The Pointe at River Crossing



CityVue Apartments

Market Rate General Occupancy Rental Property Photos



Waterford Commons



Flats at Cedar Grove

Other New Suburban Rental Projects

Maxfield Research also compiled detailed information for a select group of the newest market rate apartment properties that have been developed in secondary suburban locations in the Twin Cities (outside the PMA). While these projects will not compete directly with new general occupancy apartment units on the subject property, we surveyed these properties to present information on projects developed in locations that could be considered comparable to the subject property.

Data on these new suburban properties is presented in Table 15 on the following page. Information includes project location, year built, size of project, number of stories, unit mix, unit sizes, rental rates, and features and amenities.

- On average, units in these projects are 969 square feet, with studio units being the smallest (633 square feet) and the units with three bedrooms being the largest at 1,389 square feet.
- Monthly rental rates range from a low of \$995 for studio units at The Cielo in Fridley to a high of \$2,490 for a two-bedroom plus den unit in Lakeview Terrace in Shoreview. Monthly rents average \$1,101 for studio units, \$1,309 for one-bedroom units, \$1,595 for one-bedroom plus den units, \$1,582 for two-bedroom units, \$2,209 for two-bedroom plus den units, and \$1,844 for units with three bedrooms.
- The weighted average monthly rent at these market rate projects is \$1,457 which equates to \$1.53 per square foot. Average per square foot rents for these properties range from a low of \$1.29 at Gates of New Hope to a high of \$1.63 at Gallery Flats in Hopkins.

RENTAL MARKET ANALYSIS

TABLE 15 SELECT NEW MARKET RATE RENTAL PROJECTS TWIN CITIES METRO AREA SUBURBAN LOCATIONS August 2016										
Project Name/Location	Occp. Date	No. of Units	Unit Description			Monthly Rent		Rent/sq. ft.		Rent/sq. ft.
			Type	No.	Size	Min	Max	Min	Max	Average
The Cielo 6051 University Ave NE Fridley, MN	2016	101	Studio	5	613 - 676	\$995 - \$1,050		\$1.55 - \$1.62		\$1.34
			vacancy rate:	1BR	24	790 - 1,114	\$1,140 - \$1,395		\$1.25 - \$1.44	
				1BR+D	12	971 - 1,114	\$1,415 - \$1,620		\$1.45 - \$1.46	
				2BR	49	991 - 1,212	\$1,265 - \$1,575		\$1.28 - \$1.30	
				3BR	11	1,286 - 1,553	\$1,820 - \$2,055		\$1.32 - \$1.42	
			Notes: Four-story building. Units feature private balcony, oversized windows, granite counters, walk-in closets, and in-unit washer/dryer. Amenities include community/party room, fitness center, controlled access, first floor parking, and bike parking.							
5 Central Apartments 20 6th Street NW Osseo, MN	2015	140	Studio	7	557 - 697	\$975 - \$1,075		\$1.54 - \$1.75		\$1.61
			vacancy rate:	1BR	73	703 - 884	\$1,230 - \$1,485		\$1.68 - \$1.75	
				1BR+D	6	950 - 950	\$1,580 - \$1,580		\$1.66 - \$1.66	
				2BR	48	1,043 - 1,217	\$1,429 - \$1,920		\$1.37 - \$1.58	
				2BR+D	3	1,379 - 1,379	\$2,025 - \$2,025		\$1.47 - \$1.47	
				3BR	3	1,310 - 1,310	\$1,650 - \$2,050		\$1.26 - \$1.56	
			Notes: Three-story buildings. TV lounge, underground heated parking, detached garages, elevator, 24-hour fitness center, car wash bay, outdoor recreation area, picnic area, fire pit, bike racks, stainless appliances, in-unit washer/dryer.							
Gates of New Hope 9390 Medicine Lake Rd New Hope, MN	2015	32	1BR	15	794 - 897	\$1,100 - \$1,175		\$1.31 - \$1.39		\$1.29
				2BR	14	1,091 - 1,100	\$1,350 - \$1,375		\$1.24 - \$1.25	
				3BR	3	1,250 - 1,250	\$1,550 - \$1,550		\$1.24 - \$1.24	
			Notes: Four-story building. Community features include in-unit washer/dryer, walk-in closets, fitness room, 9' ceilings, heated indoor parking, stainless steel appliances, granite countertops, outdoor play area, and secure entry system. Heat, water, and trash removal included in rent.							
Arden Flats 1290 W County Road F Arden Hills, MN	2014	60	1BR	27	719 - 1,068	\$1,208 - \$1,472		\$1.38 - \$1.68		\$1.42
			vacancy rate:	2BR	27	1,101 - 1,181	\$1,499 - \$1,660		\$1.36 - \$1.41	
				3BR	6	1,435 - 1,447	\$1,815 - \$1,815		\$1.25 - \$1.26	
			Notes: Four-story building. Amenities include extra storage, lounge, playground, elevator, fitness center, heated underground parking, outdoor grills, and clubhouse. Unit features include full kitchen appliance package, sun decks, granite counters in kitchens, and in-unit washer/dryer.							
Lakeview Terrace 3595 Owasso Street Shoreview, MN	2014	104	1BR	40	830 - 830	\$1,200 - \$1,745		\$1.45 - \$2.10		\$1.63
			vacancy rate:	1BR+D	18	1,045 - 1,135	\$1,445 - \$1,860		\$1.38 - \$1.64	
				2BR	34	1,218 - 1,264	\$1,570 - \$2,145		\$1.29 - \$1.70	
				2BR+D	12	1,327 - 1,327	\$2,020 - \$2,490		\$1.52 - \$1.88	
			Notes: Six-story building. Building amenities include club room with kitchen, fitness room, theater, and two elevators. Unit amenities include 9-foot ceilings, in-unit washer/dryer, stainless appliances, granite counters in kitchen, balcony/patio, and 1 underground parking space included in rent (additional space for \$70/month).							
Gallery Flats 50 8th Avenue S Hopkins, MN	2014	163	Studio	18	611 - 654	\$1,110 - \$1,195		\$1.82 - \$1.83		\$1.60
				1BR	100	596 - 881	\$1,085 - \$1,385		\$1.57 - \$1.82	
				2BR	45	991 - 1,288	\$1,324 - \$1,714		\$1.33 - \$1.34	
			Notes: 5-story buildings. Fitness center, courtyard, temperature control, community room, landscaped plaza, billiards, bike room, heated underground parking. Units feature stainless steel appliances, in-unit washer/dryer, high ceilings, and balcony.							
New Market Rate Suburban Rental Project Summary										
					Unit Mix	Average Size	Average Rent	Avg. Rent/SF		
					Studio	5%	633	\$1,101	\$1.74	
					1BR	47%	805	\$1,309	\$1.63	
					1BR+D	6%	1,051	\$1,595	\$1.52	
					2BR	36%	1,142	\$1,582	\$1.38	
					2BR+D	3%	1,337	\$2,209	\$1.65	
					3BR	4%	1,389	\$1,844	\$1.33	
					Total		969	\$1,457	\$1.53	
Source: Maxfield Research & Consulting, LLC										

Pending Rental Developments

Maxfield Research interviewed planning staff in the Market Area to identify any new rental developments that are proposed, planned or under construction that may be competitive with the proposed development. Table 16 lists pending general occupancy apartment developments in the PMA with their locations, number of units, and name of developer, if known.

- We identified six pending general occupancy rental developments in the PMA, containing a total of 1,557 units.

TABLE 16 PENDING GENERAL OCCUPANCY RENTAL DEVELOPMENTS PRIMARY MARKET AREA August 2016				
Project Name		Total		
Location	City	Units	Developer/Applicant	Status/Notes
Mendota Plaza Redevelopment 720 Highway 110	Mendota Heights	149	Paster Properties	Final approval anticipated mid-Sept 2016
Hannah Meadows Highway 3 at 70th Street	Inver Grove Heights	200	IMH Special Asset	Preliminary approval; final plans not submitted
Argenta Hills Hwy 55 at Robert Trail	Inver Grove Heights	298	Ivy Properties	Proposed
West Side Flats III Fillmore Ave	St. Paul	264	Sherman Associates	Proposed; 182 market rate and 82 affordable units
Fillmore Parcel Fillmore Ave at Livingston Ave	St. Paul	606	Weidner Homes/Hunt Development	Proposed
72 Cesar Chavez 88 Cesar Chavez St	St. Paul	40	Neighborhood Development Alliance	Approved; affordable workforce housing (60% AMI)
Under Construction Subtotal:		0		
Approved Subtotal:		40		
Proposed Subtotal:		1,517		
Pending Total:		1,557		
Source: Maxfield Research & Consulting, LLC				

- One project has been approved (72 Cesar Chavez in the West Side Neighborhood of Saint Paul), which is a 40-unit workforce housing project that will be affordable to households earning 60% of Area Median Income. Because this development is not market rate, we do not include these units in our demand calculations.
- The 149-unit Mendota Plaza redevelopment received a recommendation for approval from the City of Mendota Heights Planning Commission, and the development proposal is expected to be heard by the City Council in mid-September 2016. The developer intends to begin construction as soon as possible, with an opening planned in summer 2018. This project is included in our demand calculations.

RENTAL MARKET ANALYSIS

- Four other projects, totaling 1,368 units, have been proposed and are at various stages of the planning approval process in their respective cities. Due to the preliminary nature of these projects, we do not include these units in our demand calculations. Although, Sherman Associates is in the process of finalizing their development agreement and going through final plan review with the City of Saint Paul for the third phase of West Side Flats.
- V2 Apartments, the second phase to the Victoria Park development, is a 197-unit market rate apartment project currently under construction. A 50-unit third phase is also planned. V2 is expected to open in late 2016. The project includes a mix of units ranging in size from 623 square-foot one-bedroom units to 1,936 square-foot two-bedroom penthouse lofts. Units at V2 are renting for an average rate of \$1.90 per square foot. Because this project is not located in the PMA, we do not include these units in our demand calculations.

Summary of Rental Market Conditions

The following points summarize key findings and trends that will impact demand potential for rental housing on the subject property.

- The equilibrium vacancy rate for rental housing is considered to be 5.0%. This allows for normal turnover and an adequate supply of alternatives for prospective renters. As of the first quarter of 2016, the vacancy rate was 3.1% in the Metro Area, 1.7% in West St. Paul/South St. Paul, and 2.0% in the Inver Grove Heights/Mendota Heights/Lilydale submarket.
- In effect, the overall supply of rental housing in the Market Area is below the level considered adequate to meet demand.
- Total vacancy in the PMA declined -1.6% over the past year. Vacancy in West St. Paul/South St. Paul decreased -1.5% over the year, while Inver Grove Heights/Mendota Heights/Lilydale experienced a -1.8% decline in vacancy. The Metro Area vacancy rate increased 0.4% over the year.
- Average monthly rents increased 5.3% over the year to \$1,072 across the Metro Area, while the PMA submarkets experienced little rent growth, climbing 0.3%. At \$924, the average monthly rent in the PMA is -14% lower than the Twin Cities average.
- Within the PMA, average rental rates range from \$799 in West St. Paul/South St. Paul to \$1,025 in Inver Grove Heights/Mendota Heights/Lilydale. Average rents in West St. Paul/South St. Paul declined -1.5% over the past year, while rents increased 1.8% in Inver Grove Heights/Mendota Heights/Lilydale.
- We surveyed eight newer competitive properties in and near the PMA, containing a total of 1,118 units. Excluding Flats at Cedar Grove which is in its initial lease-up period, these properties are 1.8% vacant, well-below equilibrium. As such, it appears that the supply of newer rental housing in and near the PMA is below the level needed to adequately meet demand.
- Monthly rents in the competitive set of newer properties range from \$1,001 to \$2,676, with an average rent of \$1,488 per month, roughly 39% higher than the Metro Area average. On a per square foot basis, rents range from \$1.02 to \$2.41, with an average rent of \$1.63 per square foot.
- We identified six pending general occupancy rental developments in the PMA, containing a total of 1,557 units. One 40-unit affordable project is expected to commence construction during summer 2016. Another 149-unit market rate development is close to final approval, and the developer expects to begin construction in 2016. Four other projects, totaling 1,368 units, have been proposed and are at various stages of the planning approval process in their respective cities.

Introduction

Maxfield Research and Consulting, LLC was engaged to quantify the demand for market rate general occupancy rental housing on a 2.6-acre Site located along Marie Avenue East at its intersection with Kathleen Drive at 260 Marie Avenue in West St. Paul, Minnesota.

Earlier sections of this report examined the characteristics of the proposed development Site and surrounding land uses, growth trends and demographic characteristics of the household base in the PMA, and current and pending rental housing options in the Market Area. This section of the report quantifies demand for additional market rate rental housing in the PMA between 2016 and 2021.

Market Rate General Occupancy Rental Demand Calculations

Table 17 presents our calculation of general occupancy market rate rental housing demand for the PMA and assesses the potential for the subject property to capture a portion of demand. Factors considered include competitiveness of nearby rental properties, pending developments, demographic trends and population shifts, and the overall image and popularity of the neighborhood as a residential location. Potential demand is calculated from two categories:

1. From new household growth by age group based on the propensity of households to rent their housing in the Primary Market Area; and,
2. From existing households that will remain in the Market Area because new product is available and they value other area amenities including proximity to employment, entertainment and recreation.

First, we calculate potential demand from new income-qualified household growth over the next five years by age group based on the propensity of households to rent their housing. We focus on households between the ages of 18 and 64 that will account for the vast majority of rental demand on the subject property. We also include a portion (20%) of the demand generated by households age 65 and older, as a segment of this age group that is able to live independently could be drawn to a new general occupancy rental housing development on the subject property. The propensity to rent or own is based on 2014 American Community Survey figures by age cohort.

Next, we calculate the percentage of renters who are income-qualified for market rate rental housing. For new market rate housing, household incomes must equal or exceed \$52,400 in order to afford a one-bedroom unit in the competitive set of market rate properties in and near the PMA.

CONCLUSIONS & RECOMMENDATIONS

TABLE 17 PROJECTED DEMAND FOR MARKET RATE RENTAL HOUSING PRIMARY MARKET AREA 2016 to 2021					
	----- Number of Households -----				
	Age <25	Age 25 to 34	Age 35 to 44	Age 45 to 64	Age 65 & Over
Demand From Household Growth					
Projected Income-Qualified Household Growth 2016 - 2021 ¹	0	67	581	0	981
(times) Proportion estimated to be renting their housing ²	x 87%	50%	35%	22%	28%
(equals) Demand For Rental Housing, 2016 - 2021	= 0	34	205	0	279
Demand From Existing Households					
Estimated number of renter households in 2016	1,235	3,222	2,451	3,701	3,018
(times) Estimated % Turnover between 2016 & 2021	x 77%	77%	57%	57%	44%
(equals) Total Existing Households Projected to Turnover	= 951	2,481	1,397	2,110	1,328
(times) Percent of Households Income Qualified ²	x 33%	58%	65%	68%	39%
(equals) Total Number of Income-Qualified Households	= 314	1,439	911	1,443	517
(times) Estimated % Desiring New Rental Housing ³	x 16%	16%	16%	16%	16%
(equals) Demand From Existing Households	= 50	230	146	231	83
Total Demand From Household Growth and Existing Households	50	264	350	231	361
Demand Summary					
Total Market Area Demand for Rental Housing in PMA	=	968			
(plus) Demand from outside PMA (20%)	+	242			
(equals) Potential demand for rental housing in the PMA (2016 to 2021)	=	1,209			
(minus) Pending rental units in the PMA at equilibrium	-	142			
(equals) Excess demand for rental housing in the PMA (2016 to 2021)	=	1,067			
Market Rate Units Proposed at Subject Property		55			
(equals) Project Penetration Rate (at 95% occupancy)	=	4.9%			
¹ \$52,400 in 2016 based on average pricing of one-bedroom apartments in the competitive set. ² Data from U.S. Census Bureau. ³ Source - <i>The Upscale Apartment Market: Trends and Prospects</i> . Prepared by Jack Goodman of Hartrey Advisors for the National Multi Housing Council.					
Source: Maxfield Research & Consulting, LLC					

The second part of the analysis calculates demand from existing households, or turnover demand. Younger households tend to be highly mobile, relative to older households. The youngest households are often unable to afford rents at the top of the market unless they receive assistance from their parents or desire a roommate. Mobility rates were identified by age group (utilizing Census data) and were applied to the existing household base.

Together with demand from projected household growth and turnover, the total demand for PMA market rate rental housing is summarized. In the PMA, total demand for income-qualified market rate housing over the next five years is 968 units. An additional proportion is added for households that would move to a rental project in the PMA who currently reside outside the PMA. We estimate that 20% of the demand potential for market rate rental housing in the PMA would be derived from outside the PMA, increasing demand to 1,209 units.

CONCLUSIONS & RECOMMENDATIONS

From the demand potential, we subtract pending rental developments in the PMA at market equilibrium (95% occupancy) to find the remaining excess demand in the Market Area. We identified one 149-unit market rate project expected to begin construction during 2016 in the PMA. Subtracting this pending project at equilibrium (95% occupancy) results in excess demand for 1,067 units of market rate rental housing in the PMA between 2016 and 2021.

It is our understanding that the Client is considering a 58-unit market rate rental housing development on the Site. Based on this concept, the project penetration rate (total units to be filled at 95% occupancy divided by the excess demand for rental housing in the PMA) is 4.9%. Given the quality of the subject property and the tight rental market conditions in the PMA, it is our professional opinion that this penetration rate is achievable.

Conclusions

Multifamily rental housing has been a bright spot in the real estate industry for the past several years; here in the Twin Cities Metro Area and nationally. The downturn in the housing market and the overall economic slowdown initially created increased demand for rental housing, but vacancy rates climbed steadily from 2007 through 2009 with increased home buying due to the tax credit and increased unemployment. However, vacancy rates declined in 2010 and 2011 and have since held steady while rental traffic has increased according to leasing personnel.

As of the first quarter of 2016, the vacancy rate was 3.1% in the Metro Area, 1.7% in West St. Paul/South St. Paul, and 2.0% in the Inver Grove Heights/Mendota Heights/Lilydale submarket. Additionally, the newest competitive market rate properties in and near the PMA are currently 1.8% vacant. This information suggests that there is pent-up demand for market rate units in the PMA.

Apartment development is very active in the Twin Cities, with numerous projects either under construction or in the development pipeline. New rental properties recently completed or under construction in the Twin Cities are charging rents (on average) from \$1.50 per square foot to over \$2.60 per square foot, depending on the location of the property. Although many of the new rental properties have been built in or near Downtown Minneapolis, development is expanding outward to first- and second-tier suburban locations near areas of high employment. Recently opened suburban rentals have experienced strong absorption. New suburban rental properties are charging rents (on average, per month) between \$1.50 and \$1.80 per square foot, with several projects exceeding \$1.80 per square foot.

The housing market crash of the Great Recession pushed the homeownership rate down, resulting in new renters into the market, and home ownership psychology remains somewhat tenuous as a number of former owners lost their homes to foreclosure or sold at a loss. Additionally, many first-time home buyers are choosing rental housing over ownership housing. If mortgage interest rates remain low and job growth continues, prospects could be encouraged to move into the for-sale market, especially first-time homebuyers.

CONCLUSIONS & RECOMMENDATIONS

Strong demographics from the echo boom generation will likely generate substantial rental housing demand over the next several years. Additionally, the Twin Cities Metro Area continues to see more lifestyle renters, those with busy professional lives and people who prefer to spend their free time in leisure pursuits rather than on upkeep and maintenance of a home.

The strongest sources of demand for new rental housing in the PMA will likely be young singles and couples without children in their late-20s to mid-30s who work in Saint Paul or nearby suburban communities. Mid-age households (never-nesters or empty-nesters) who want to sell their single-family homes and have more freedom for leisure pursuits could also account for a portion of demand for new rental housing in the area.

Recommended Development Concept

Based on our assessment of market rate rental housing in the Market Area, including the occupancy rates and overall performance of new product, we find sufficient market support for additional market rate general occupancy rental units in the PMA. The 58-unit apartment development being considered for the Site would capture 4.9% of the excess demand for rental housing in the PMA.

Our review of current market conditions in the Market Area suggests that pricing and sizing for new construction, market rate general occupancy rental apartments would range as shown in Table 18 below.

Unit Type	Total Units	% of Total	Average Square Feet	Avg. Market Rate Rent Range	Rent Per Square Foot
Studio	3	5%	500 - 650	\$975 - \$1,100	\$1.69 - \$1.95
1BR	26	45%	700 - 850	\$1,200 - \$1,400	\$1.65 - \$1.71
1BR+Den	6	10%	900 - 1,000	\$1,425 - \$1,550	\$1.55 - \$1.58
2BR	23	40%	1,050 - 1,200	\$1,575 - \$1,700	\$1.42 - \$1.50
Total/Average:	58	100%	894	\$1,389	\$1.55
*Pricing is in 2016 dollars and can be trended upward by 2.0% to occupancy.					
Source: Maxfield Research & Consulting, LLC					

Considering that the target market for an apartment development will likely be young to mid-aged households, demand will likely be strongest for one-bedroom and two-bedroom units. However, offering unit floor plans such as a one-bedroom plus den should be considered. These unit layouts are often popular with older adults, seniors, and those that frequently work from home as the den will generally be used as a home office or guest room.

CONCLUSIONS & RECOMMENDATIONS

Our assessment of appropriate unit sizes takes into account the likely target market for these units, competitive developments, and what we believe prospects may be willing to pay for new rental housing units in West St. Paul. Support for the recommended pricing will require offering modern features and amenities, similar to what exists at the newest projects in the area.

We recommend that a project offer the following unit features and common area amenities:

- Stainless steel kitchen appliances and solid surface (i.e. granite or quartz) countertops;
- Open floor plan, walk-in closets, in-unit full size washer and dryer, nine-foot ceilings, extra storage, and secure entry;
- Outdoor living options such as balconies, patios, grills, and a fire pit;
- Heated underground or attached garage parking (one stall included in the rent);
- Fitness room, bike storage, and social lounge/party room with large-screen television and a media/gaming center;
- Pet-friendly.

In an effort to maximize density on the Site, we suggest that a fourth floor be considered for the development concept. A four-story building would be consistent with new suburban apartment developments elsewhere in the Metro Area, as reflected in our survey of newer market rate apartment properties. A portion of the first floor could be utilized for common area amenities such as a fitness room and social lounge. Additional residential units could occupy the remainder of the first floor, and we find excess market demand in the PMA to support additional units on the Site.

Shared amenities at the existing Westview Park Apartments complex that are not available on the subject property (i.e. swimming pool) should be made available to tenants of the new building. We recommend that the landlord provide professional management, grounds/common area maintenance, trash removal, and common-area internet. Other utilities and optional fees (i.e. gas, water, electricity, telephone, cable/satellite television) should be the responsibility of the tenant.

We anticipate that the proposed development concept will be well-received by the target market. Household growth and turnover in the Market Area should lead to a successful lease up of the project; however, this will not be at the expense of existing facilities in the PMA as the current supply of market rate rental housing is well-below equilibrium.

Projected Absorption

Based on current market conditions and vacancies among the existing competitive properties in the area surrounding the subject property, we estimate that a 58-unit development on the subject property coming on-line in early-summer 2018 would have approximately 20% of its units pre-leased with the remaining units leasing at a rate of five to seven units per month, on average. At this absorption rate, stabilized occupancy (95%) would be reached in roughly six to eight months.

This projected absorption rate assumes that the project would open for occupancy during the peak leasing season between early spring and mid-fall to allow for the maximum exposure to prospective renters and that an effective marketing campaign will be undertaken to generate awareness of the project. If the project comes on-line during the late fall or winter months, absorption will be slower, resulting in a slightly extended period from lease-up to stabilized occupancy.

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

It has come to my attention that the owners of Westview Park Apartment Homes have purchased the vacant Southview Racquetball Club at 260 Marie Avenue East with the goal to build a new apartment building.

Westview Park Apartment Homes has a long-term track record of being responsive to our community needs. With Westview Park owning and managing the project, we can count on it to be kept up and be an asset to our community and neighborhood.

I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name	Jay Barnett - ESI Properties
Address	220 Marie Ave E.
City	West St. Paul, MN 55118
Date	10/27/16

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name

Robert A. Hanson

Address

1894 AUDREY DRIVE

City

WEST PAUL MN 55118

Date

9-18-16

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name

Address

City

Date

Cecilia A. Smith "Cookie"
231 Rockledge Dr
WSP
9-19-16

651-455-2429

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name	Lynn MacDonald
Address	255 Westview Dr Apt 116
City	West St Paul, MN
Date	9-19-10

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name	Tube DAVIES
Address	255 Westview Drive #311
City	WEST PAUL
Date	9-19-16

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name

Mary Thomas

Address

255 Westview Dr #118

City

WSP, MN

Date

9-19-16

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name Lori Covak
Address 255 Westview Dr. #115
City W. St. Paul
Date 9/20/16

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name C. Clinton Swartz
Address 255 Westview Dr 1127
City W St. Paul MN
Date 9-19-2016

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name Carol Peters
Address 255 Westview Dr
City West St Paul, MN
Date 9-22-2016

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name Donna D. Kane
Address 255 Westview Dr #219
City St Paul, mn 55118
Date 9-22-16

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name	Robert Coulter
Address	255 Westview Dr. #212
City	West St. Paul, MN.
Date	9/22/16

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

It has come to my attention that the owners of Westview Park Apartment Homes have purchased the vacant Southview Racquetball Club at 260 Marie Avenue East with the goal to build a new apartment building.

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name Roxanne Dreyer
Address 255 Westview Dr Unit 201
City W St Paul, MN
Date 9-28-2016

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name	Debrah Kvam
Address	255 Westview Dr #218
City	W St Paul, MN 55118
Date	September 26, 2016

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name TINA CASTILLO
Address 255 Westview DR # 210
City W ST PAUL, MN 55118
Date 9-23-16

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name	Donald + Deborah Brooks
Address	1891 Audrey Dr.
City	W. St. Paul, MN. 55118
Date	9/23/16

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name Lisa Paechmann
Address 255 Westview Dr. #200
City West St. Paul, MN 55118
Date 9/24/2016

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name	<u>Delores Eckstrom</u>
Address	<u>255 Westview Drive # 107</u>
City	<u>W. St. Paul Mn 55118</u>
Date	<u>Sept. 15, 2016</u>

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

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Thank you,

Name	Laura Nowicki	
Address	259 Westview Dr	
City	WSP	
Date	9-15-16	

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name

Address

City

Date

Phyllis Cooper
258 Westview Dr #106
West St Paul
9/15/16

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name Janet Lombard
Address 255 Westview Dr
City W. St. Paul
Date 9-15-16

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

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Thank you,

Name	<u>Lylie Gunnars</u>
Address	<u>255 Westview Dr</u>
City	<u>W. St Paul, MN 55118</u>
Date	<u>9/15/16</u>

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name Arson Fuchs
Address 255 Westview Dr #210
City W. St Paul MN. 55118
Date 9-19-2016

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name

Qualla Y. Garcia

Address

1904 Audrey Dr.

City

W. St. Paul, MN 55118

Date

10-17-16

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name

LAUREL LAPPER AARD

Address

203 Muriel Blvd

City

W St Paul, MN

Date

10/17/16

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

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Thank you,

Name Phyllis Mandel
Address 207 Muriel Blvd.
City West St. Paul, MN
Date 10/17/16

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
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Thank you,

Name DE KLUWA
Address 1890 AUDREY DRIVE
City W. ST. PAUL
Date 10-17-2016

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name Cheryl Fink (Durham's Food & Drinks)
Address 173 Lathenbach Ave.
City W. St Paul mn 55114
Date 10/17/2016

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

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Thank you,

Name	<u>A Douglas Harding</u>
Address	<u>1897 Kathleen Drive</u>
City	<u>West St Paul, MN 55118</u>
Date	<u>10-17-16</u>

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name KAREN STRASSER
Address 167 CAROL LN
City WEST ST PAUL MN 55118
Date # 10-17-2016

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

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I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name Jalbray W. Thompson
Address 144 Carol Lane
City West St. Paul
Date October 17th, 2016

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue E.

It has come to my attention that the owners of Westview Park Apartment Homes have purchased the vacant Southview Racquetball Club at 260 Marie Avenue East with the goal to build a new apartment building.

Westview Park Apartment Homes has a long-term track record of being responsive to our community needs. With Westview Park owning and managing the project, we can count on it to be kept up and be an asset to our community and neighborhood.

I support the rezoning 260 Marie Avenue from Industrial to Multiple Residential use at the site.

Thank you,

Name Lisa Okcefe
Address 152 Carol Kane
City W. St. Paul MN 55118
Date 10-12-16

City of West Saint Paul
Honorable Mayor, City Council Members, and Planning Commissioners
1616 Humboldt Avenue
West St. Paul, MN 55118

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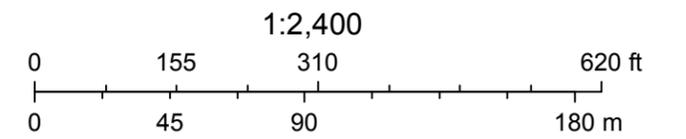
Thank you,

Name Karen M Ballard
Address 1883 Audrey Drive
City West St. Paul
Date MN 55118

Property Map



October 4, 2016



Property Information

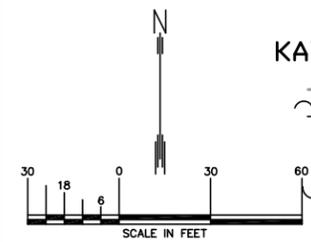
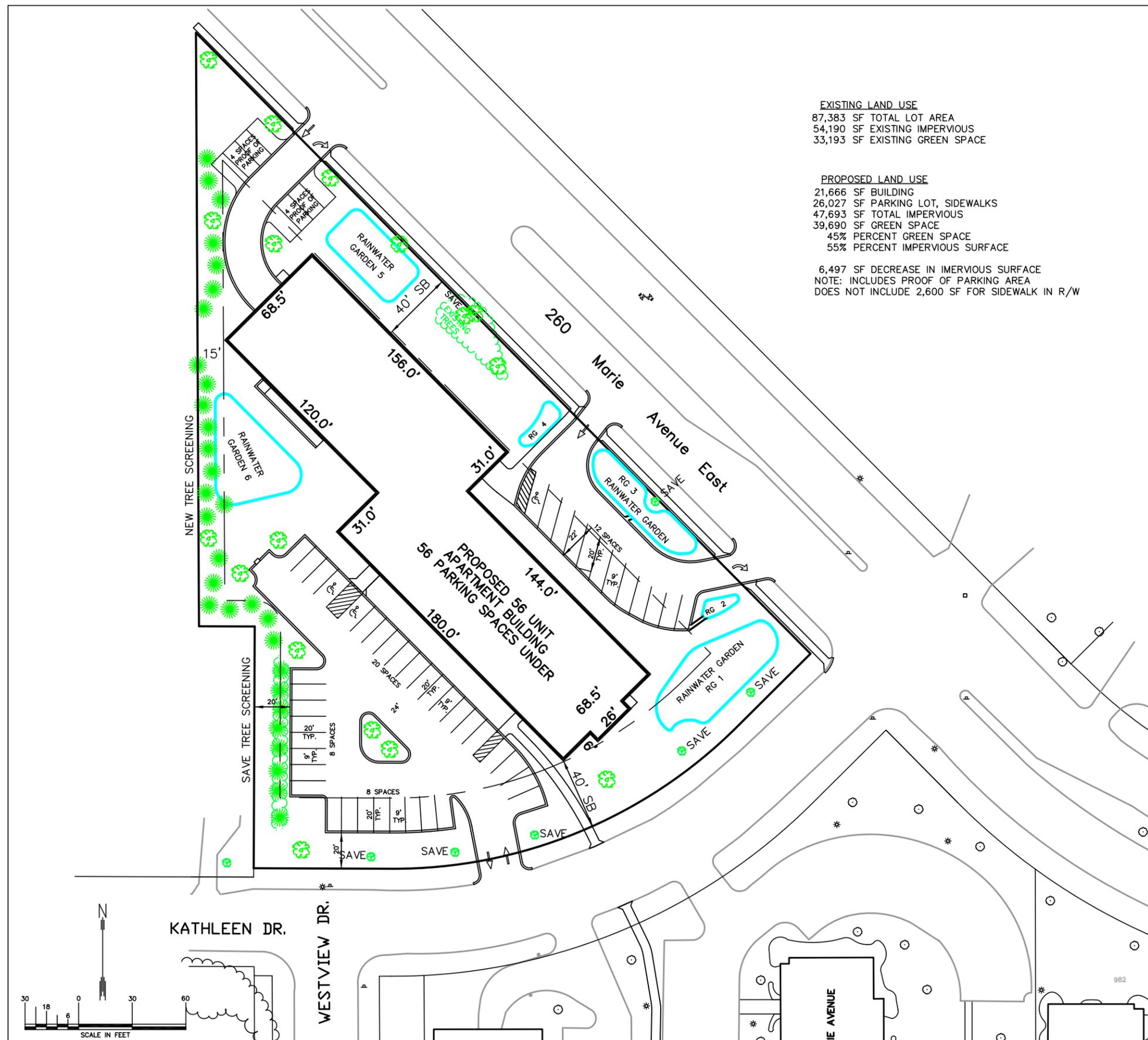
EXISTING LAND USE
 87,383 SF TOTAL LOT AREA
 54,190 SF EXISTING IMPERVIOUS
 33,193 SF EXISTING GREEN SPACE

PROPOSED LAND USE
 21,666 SF BUILDING
 26,027 SF PARKING LOT, SIDEWALKS
 47,693 SF TOTAL IMPERVIOUS
 39,690 SF GREEN SPACE
 45% PERCENT GREEN SPACE
 55% PERCENT IMPERVIOUS SURFACE

6,497 SF DECREASE IN IMPERVIOUS SURFACE
 NOTE: INCLUDES PROOF OF PARKING AREA
 DOES NOT INCLUDE 2,600 SF FOR SIDEWALK IN R/W

INDEX OF SHEETS

- 1.) SITE PLAN
- 2.) EXISTING CONDITIONS
- 3.) GRADING AND EROSION CONTROL PLAN
- 4.) LANDSCAPE PLAN
- 5.) LIGHTING PLAN
- 6.) UTILITY PLAN
- 7.) FINAL PLAT



G-Cubed Inc.
 Engineering
 Surveying
 Planning
 285 Westview Drive
 West Saint Paul, MN 55118
 ph. 651.288.9474 fax 651.455.4948

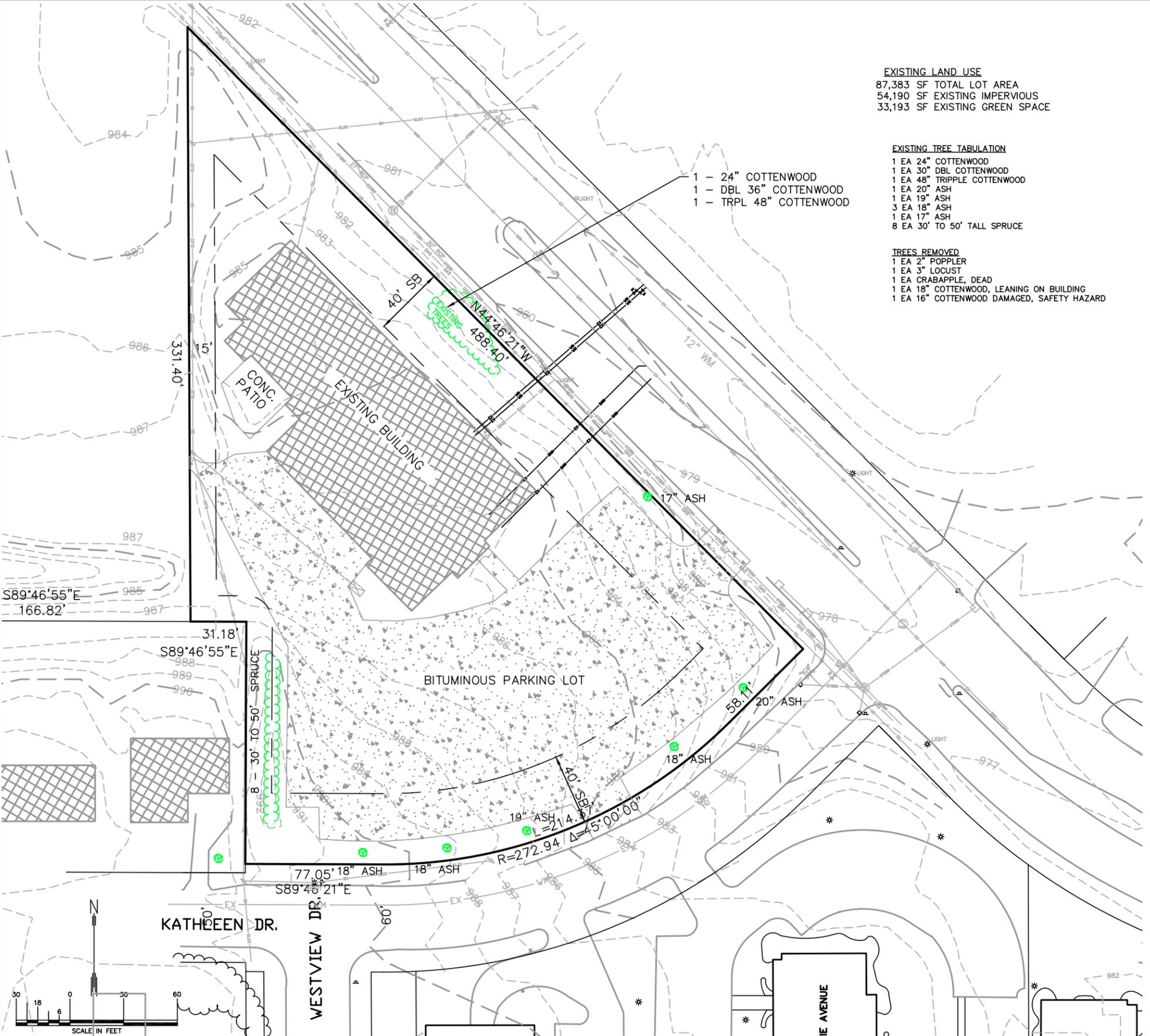
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 Mark. R. Welch
 DATE _____ REG. NO. 42736

DESIGNED	DJT	REVISD	BY	DATE	LATEST REVISION: 10-18-2016
DRAWN					Prepared For: Westview Park Apartments 285 Westview Drive West Saint Paul, Mn 55118
CHECKED					FILE NO.: 16-290 WPA

CITY OF WEST SAINT PAUL
 DAKOTA COUNTY, MINNESOTA
 2017 CONSTRUCTION

260
 MARIE AVENUE EAST

SITE
 PLAN
 SHEET 1 OF 7 SHEETS



EXISTING LAND USE
 87,383 SF TOTAL LOT AREA
 54,190 SF EXISTING IMPERVIOUS
 33,193 SF EXISTING GREEN SPACE

LEGAL DESCRIPTION

Part of the SW 1/4 of the SE 1/4, of Section 20, Township 28, Range 22; beginning at a point 166.82 feet East of the Southwest corner of said SW 1/4, SE 1/4, thence North and parallel to the West line of said SW 1/4, SE 1/4 a distance of 332.71 feet to the southerly line of Marie Avenue, thence South 45 degrees 00 minutes East along the Southerly line of Marie Avenue, a distance of 471.25 feet to the south line of said SW 1/4, SE 1/4, thence West 328.83 feet to the point of beginning, Dakota County, Minnesota, according to the Government Survey thereof.
 AND
 Part of the NW 1/4 of the NE 1/4, Section 29, Township 28, Range 22; beginning at a point 198.0 feet East of the Northwest corner of said NW 1/4, NE 1/4, thence South along the East line of A.E. Rehnberg's Southview Addition, a distance of 135.00 feet to the North line of East Kathleen Drive, thence East 76.32 feet to the beginning of a curve to the Northeast, central angle 45 degrees 00 minutes, radius 252.94 feet, thence along the curve a distance of 214.37 feet to the point of Marie Avenue, thence North 45 degrees 00 minutes West a distance of 20.0 feet, to the North line of Section 29, thence West along the North line of Section 29, a distance of 297.65 feet to the point of beginning, according to the United States Government Survey thereof and situated in Dakota County, Minnesota.

- EXISTING TREE TABULATION**
- 1 EA 24" COTTENWOOD
 - 1 EA 30" DBL COTTENWOOD
 - 1 EA 48" TRIPPLE COTTENWOOD
 - 1 EA 20" ASH
 - 1 EA 19" ASH
 - 3 EA 18" ASH
 - 1 EA 17" ASH
 - 8 EA 30' TO 50' TALL SPRUCE

- TREES REMOVED**
- 1 EA 2" POPLER
 - 1 EA 3" LOCUST
 - 1 EA CRABAPPLE, DEAD
 - 1 EA 18" COTTENWOOD, LEANING ON BUILDING
 - 1 EA 16" COTTENWOOD DAMAGED, SAFETY HAZARD

PID NO. 42-02000-83-020
 PID NO. 42-02900-06-032

G-Cubed Inc.
 Engineering
 Surveying
 Planning

285 Westview Drive
 West Saint Paul, MN 55118
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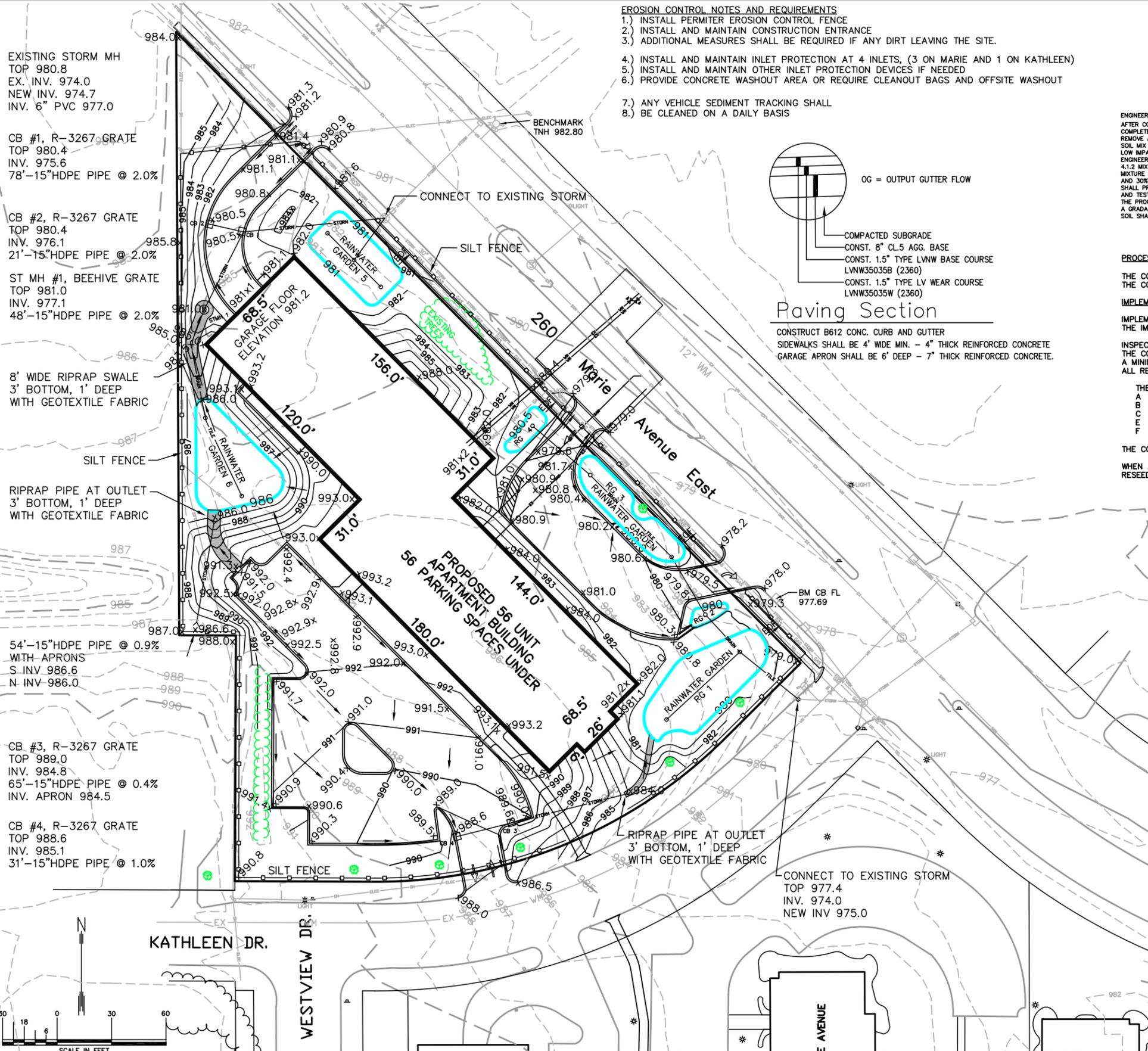
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CITY OF WEST SAINT PAUL
 DAKOTA COUNTY, MINNESOTA
 2017 CONSTRUCTION

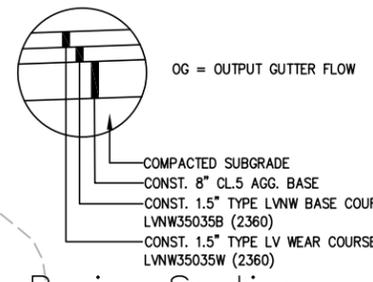
260
 MARIE AVENUE EAST

EXISTING
 CONDITIONS

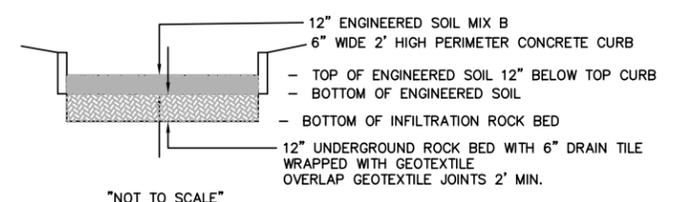
SHEET 2 OF 7 SHEETS



- EROSION CONTROL NOTES AND REQUIREMENTS**
- 1.) INSTALL PERMITTER EROSION CONTROL FENCE
 - 2.) INSTALL AND MAINTAIN CONSTRUCTION ENTRANCE
 - 3.) ADDITIONAL MEASURES SHALL BE REQUIRED IF ANY DIRT LEAVING THE SITE.
 - 4.) INSTALL AND MAINTAIN INLET PROTECTION AT 4 INLETS, (3 ON MARIE AND 1 ON KATHLEEN)
 - 5.) INSTALL AND MAINTAIN OTHER INLET PROTECTION DEVICES IF NEEDED
 - 6.) PROVIDE CONCRETE WASHOUT AREA OR REQUIRE CLEANOUT BAGS AND OFFSITE WASHOUT
 - 7.) ANY VEHICLE SEDIMENT TRACKING SHALL
 - 8.) BE CLEANED ON A DAILY BASIS



GOVERNING SPECIFICATIONS
THE MOST RECENT EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", SUBJECT TO ANY AMENDMENTS & THE 2013 EDITION OF THE "STANDARD UTILITIES SPECIFICATIONS" AS PER THE CITY ENGINEER'S ASSOCIATION OF MINNESOTA SHALL GOVERN.



ENGINEERED SOIL MIX B SPECIFICATION
AFTER CONTRIBUTING DRAINAGE AREA VEGETATION IS FULLY ESTABLISHED COMPLETE THE CONSTRUCTION RAINWATER GARDEN.
REMOVE ANY SILT/SOIL AND BACKFILLED WITH ENGINEERED SOIL MIX B AND CONSTRUCT MEETING DAKOTA COUNTY SWCD LID LOW IMPACT DEVELOPMENT STANDARDS.
ENGINEERED SOIL SHALL MEET MINNESOTA STORMWATER MANUAL 4.1.2 MIX B: ENHANCED FILTRATION BLEND (WELL BLENDED MIXTURE OF 70% ASTM C-33 COARSE WASHED SAND (MnDOT 3126) AND 30% MIDDOT 3890 GRADE 2 LEAF LITTER COMPOST). THE MATERIAL SHALL PROVIDE DOCUMENTATION THAT THE COMPOST HAS BEEN SAMPLED AND TESTED AS REQUIRED BY THE SEAL OF TESTING ASSURANCE (STA) THE PROGRAM OF THE UNITED STATES COMPOSTING COUNCIL (USSC) AND A GRADATION SIEVE ANALYSIS FOR THE WASHED SAND. THE ENGINEERED SOIL SHALL NOT CONTAIN ANY TOPSOIL OR FILTER AGGREGATE WITH FINES.

PROCESS TO FINAL STABILIZATION:

THE CONTRACTOR SHALL SEED AND/OR SOD MULCH WITH APPROVED PRODUCTS AS SOON AS POSSIBLE IN ORDER TO ESTABLISH VEGETATION. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL UNTIL THE VEGETATION IS FULLY ESTABLISHED AND ALL EVIDENCE OF EROSION IS ADDRESSED.

IMPLEMENTATION AND INSPECTIONS

IMPLEMENTATION:
THE IMPLEMENTATION OF THIS PLAN SHALL BE OVERSEEN BY THE OWNER AND THE CONTRACTOR.

INSPECTIONS:
THE CONTRACTOR SHALL COMPLY WITH ALL THE REQUIREMENTS OF THE NPDES PERMIT AND SHALL BE RESPONSIBLE FOR FILLING OUT INSPECTION REPORTS A MINIMUM OF ONCE EVERY 7 DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL GREATER THAN 0.5 INCHES IN 24 HOURS. ALL REPORTS SHALL BE KEPT ON FILE AND RETAINED WITH THE SWPPP.

- THEY SHALL INCLUDE:
- A DATE AND TIME
 - B NAME OF PERSON CONDUCTING INSPECTION
 - C FINDING OF INSPECTION, INCLUDING RECOMMENDATION FOR CORRECTIVE ACTIONS.
 - E DATE AND TIME OF RAINFALL EVENTS GREATER THAN 0.5 INCHES IN 24 HOURS
 - F DOCUMENTATION OF CHANGES MADE TO THE SWPPP

THE CONTRACTOR'S WORK SHALL INCLUDE MAKING ADJUSTMENTS IN THE FIELD IN ORDER TO MINIMIZE EROSION AND MAXIMIZE THE CONTROL OF SEDIMENT.

WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE ANY TEMPORARY EROSION STRUCTURES. RESEED ANY AREAS DISTURBED BY THE REMOVAL OF THE TEMPORARY EROSION STRUCTURES.

GRADING NOTES:

- 1.) ALL EROSION CONTROL MEASURES SHALL MEET AND/OR EXCEED THE CITY OF WEST SAINT PAUL, STORM WATER MANAGEMENT REQUIREMENTS.
- 2.) SILT FENCE, CONSTRUCTION ENTRANCE, ARE TO BE CONSTRUCTED FIRST.
- 3.) ALL GRADING SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION.
- 4.) SPREAD 4" TOPSOIL SEED AND MULCH OVER DISTURBED AREAS EXCEPT PARKING AND BUILDING AREAS.
- 5.) CITY OF WEST SAINT PAUL INSPECTOR MAY BE PRESENT DURING SOIL TESTING, TEST ROLLING IS REQUIRED.
- 6.) ALL TEMPORARY STAGING STOCKPILES, AND BORROW SHALL BE MAINTAINED AND CONTROLLED.
- 7.) ALL BUILDING PAD AREAS SHALL BE INSPECTED AND APPROVED BEFORE FILL PLACEMENT.

RAINWATER GARDEN - RG 1

TOP OF PERIMETER CURB 980.0
BOTTOM OF ENGINEERED SOIL 978.0
100 YR HWL 980.1
STORAGE VOLUME 2,125sf x 1.0'x30% = 637 Cu.Ft.
PLUS 2,125sf x 1.0' = 2,125 Cu.Ft.

RAINWATER GARDEN - RG 2

TOP OF PERIMETER CURB 980.0
BOTTOM OF ENGINEERED SOIL 978.0
100 YR HWL 980.1
STORAGE VOLUME 140sf x 1.0'x30% = 42 Cu.Ft.
PLUS 140sf x 1.0' = 140 Cu.Ft.

RAINWATER GARDEN - RG 3

TOP OF PERIMETER CURB 980.0
BOTTOM OF ENGINEERED SOIL 978.0
100 YR HWL 980.1
STORAGE VOLUME 1,046sf x 4.5'x30% = 313 Cu.Ft.
PLUS 1,046sf x 1.0' = 1,046 Cu.Ft.

RAINWATER GARDEN - RG 4

TOP OF PERIMETER CURB 980.5
BOTTOM OF ENGINEERED SOIL 978.5
100 YR HWL 978.6
STORAGE VOLUME 238sf x 1.0'x30% = 71 Cu.Ft.
PLUS 238sf x 1.0' = 238 Cu.Ft.

RAINWATER GARDEN - RG 5

TOP OF PERIMETER CURB 981.0
BOTTOM OF ENGINEERED SOIL 979.0
100 YR HWL 981.1
STORAGE VOLUME 1,320sf x 1.0'x30% = 1,386 Cu.Ft.
PLUS 1,320sf x 1.0' = 1,320 Cu.Ft.

RAINWATER GARDEN - RG 6

TOP OF PERIMETER CURB 986.0
BOTTOM OF ENGINEERED SOIL 984.0
100 YR HWL 986.1
STORAGE VOLUME 1,890sf x 1.0'x30% = 1,984 Cu.Ft.
PLUS 1,890sf x 1.0' = 1,890 Cu.Ft.

WARNING
BEFORE DIGGING CALL GOPHER
STATE ONE CALL FOR LOCATIONS
DIAL - 1-800-252-1166
REQUIRED BY LAW

G-Cubed Inc.
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Surveying
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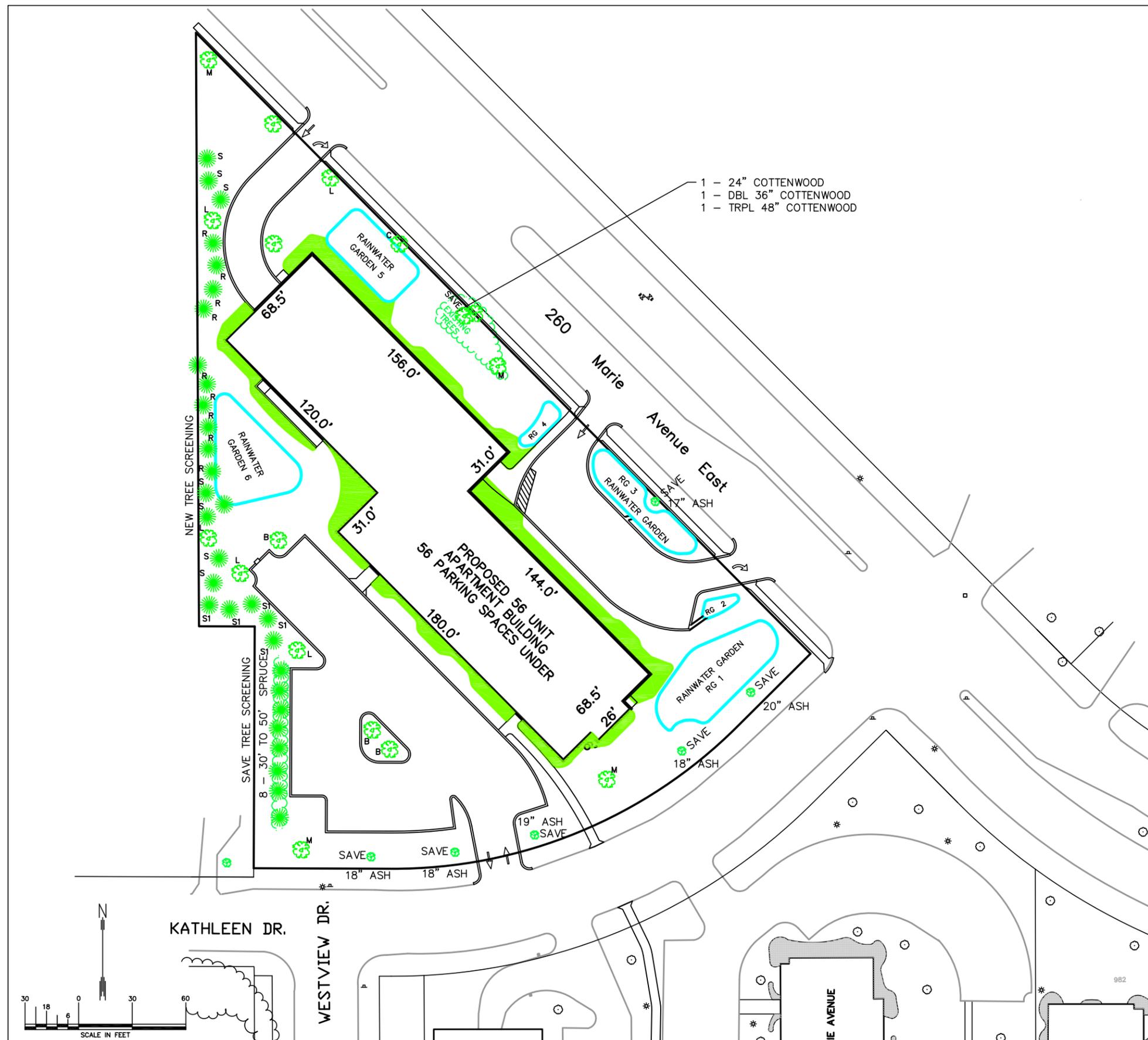
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CITY OF WEST SAINT PAUL
DAKOTA COUNTY, MINNESOTA
2017 CONSTRUCTION

260
MARIE AVENUE EAST

GRADING AND
EROSION CONTROL PLAN

SHEET 3 OF 7 SHEETS

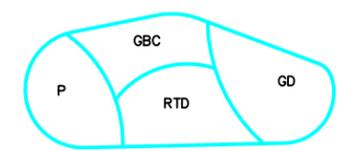


1 - 24" COTTENWOOD
 1 - DBL 36" COTTENWOOD
 1 - TRPL 48" COTTENWOOD

INFILTRATION BASIN / RAINWATER GARDEN PLANTING SCHEDULE

KEY	COMMON/BOTANICAL NAME	QUANTITY	SPACING	NOTES	AREA SF
P	BLUE GRAMA	340	2' OC	plant in groups of 10 or more	1,350
GBC	GLOSS BLACK CHOKEBERRY	50	5' OC	plant in groups of 5 or more	1,350
RTD	RED TWIGGED DOGWOOD	40	6' OC	plant in groups of 5 or more	1,350
GD	GRAY DOGWOOD	20	8' OC	plant in groups of 5 or more	1,350
BG	BIG BLUESTEM GRASS	2500	6" OC	plant in groups of 10 or more	675
IG	INDIAN GRASS	2500	6" OC	plant in groups of 10 or more	675

ALTERNATIVE AND/OR ADDITIONAL NATIVE PLANTINGS MAY BE SUBSTITUTED AS AVAILABLE AND APPROVED
 NATIVE GRASSES SHALL BE INSTALLED IN GROUPS RANDOMLY AS DIRECTED
 INSTALL 4" THICK MINIMUM SHREADED WOOD MULCH AROUND PLANTS



TREE AND BUSH PLANTING AND SCHEDULE

KEY	QTY	COMMON/BOTANICAL NAME	SIZE	SPACING	NOTES
M	3	RED MAPLE Acer rubrum	2.5 caliper inch	45' = 2.5 caliper inch	
B	3	RIVER BIRCH Betula populifolia 'Whitespire'	1.5 caliper inch	45' = 4.5 caliper inch	clump (3 min).
C	1	FLOWERING CRABAPPLE Malus spp.	2 caliper inch	as shown = 2.0 caliper inch	
S1	5	BLACK HILLS SPRUCE Picea glauca 'densata'	20' ht	15' = 3.0 caliper inch	
S	8	BLACK HILLS SPRUCE Picea glauca 'densata'	6' ht	15' = 2.5 caliper inch	
L	5	GREENSPIRE LINDEN Tilia cordata 'Greenspire'	2 caliper inch	45' = 2.0 caliper inch	
H	2	CANADIAN HEMLOCK Tsuga canadensis	6' ht	10' = 2.5 caliper inch	
R	10	RED CEDAR Juniperus virginiana	6' ht	15' = 2.5 caliper inch	

EXISTING TREES SHALL BE SAVED AND PROTECTED.

PLANTING NOTES:

- 1) IMMEDIATELY BEFORE SEEDING, SOIL SHALL BE TILLED TO A DEPTH OF 2" TO IMPROVE SEED TO SOIL CONTACT AND WATER INFILTRATION.
- 2) SEEDING SHALL BE DONE FROM APRIL 15 TO JULY 15, AND SEPTEMBER 15 UNTIL THE GROUND FREEZES. NO SEEDING SHALL BE DONE FROM JULY 15 TO SEPTEMBER 15.
- 3) PROVIDE WATER, IF NECESSARY, TO AID IN ESTABLISHMENT AFTER SEEDING.
- 4) TREES SHALL HAVE BACKFILL SOIL AMENDED WITH COMPOST OR PEAT MOSS.
- 5) TREES SHALL BE WATERED AS NEEDED TO AID IN ESTABLISHMENT. DURING DRY PERIODS, WATER AT LEAST ONCE A WEEK, AND MORE OFTEN DURING HEIGHT OF SUMMER. - UNTIL OCTOBER 1ST, AFTER THAT DATE WATERING BY OWNER.
- 6) TREES SHALL HAVE WOOD CHIP MULCH PLACED OVER ROOT BALL AFTER INITIAL PLANTING AND WATERING, TO A DEPTH OF 4".
- 7) NO TREES SHALL BE PLACED WITHIN 25' FROM BP PIPELINE
- 8) TREES IN XCEL POWERLINE EASEMENT SHALL BE ON THE APPROVED XCEL TREE LIST.

NATIVE FOUNDATION PLANTING SCHEDULE

KEY	QTY	COMMON/BOTANICAL NAME	SIZE	SPACING	NOTES
F	50	Symphoricarpos orbiculatus coral berry	#3 POT	3'	plant in groups of 10 to 20
F	50	Symphoricarpos albus white snowberry	#3 POT	3'	plant in groups of 10 to 20
F	50	Ribes odoratum clove current	#3 POT	3'	plant in groups of 10 to 20
F	50	Aronia melanocarpa black chokeberry	#3 POT	3'	plant in groups of 10 to 20

FOUNDATION AREA = 0.13 ACRES, APPROXIMATELY 100 PLANTS

YARD AREAS SHALL BE SOD OR MNDOT SEED MIXTURE 25-151 AND MULCHED
 INFILTRATION RAINWATER GARDENS SHALL BE MNDOT SEED MIXTURE 34-171 (NATIVE) AND MULCHED
 ALL SEED SHALL BE APPLIED AT 85 LBS/ACRE.

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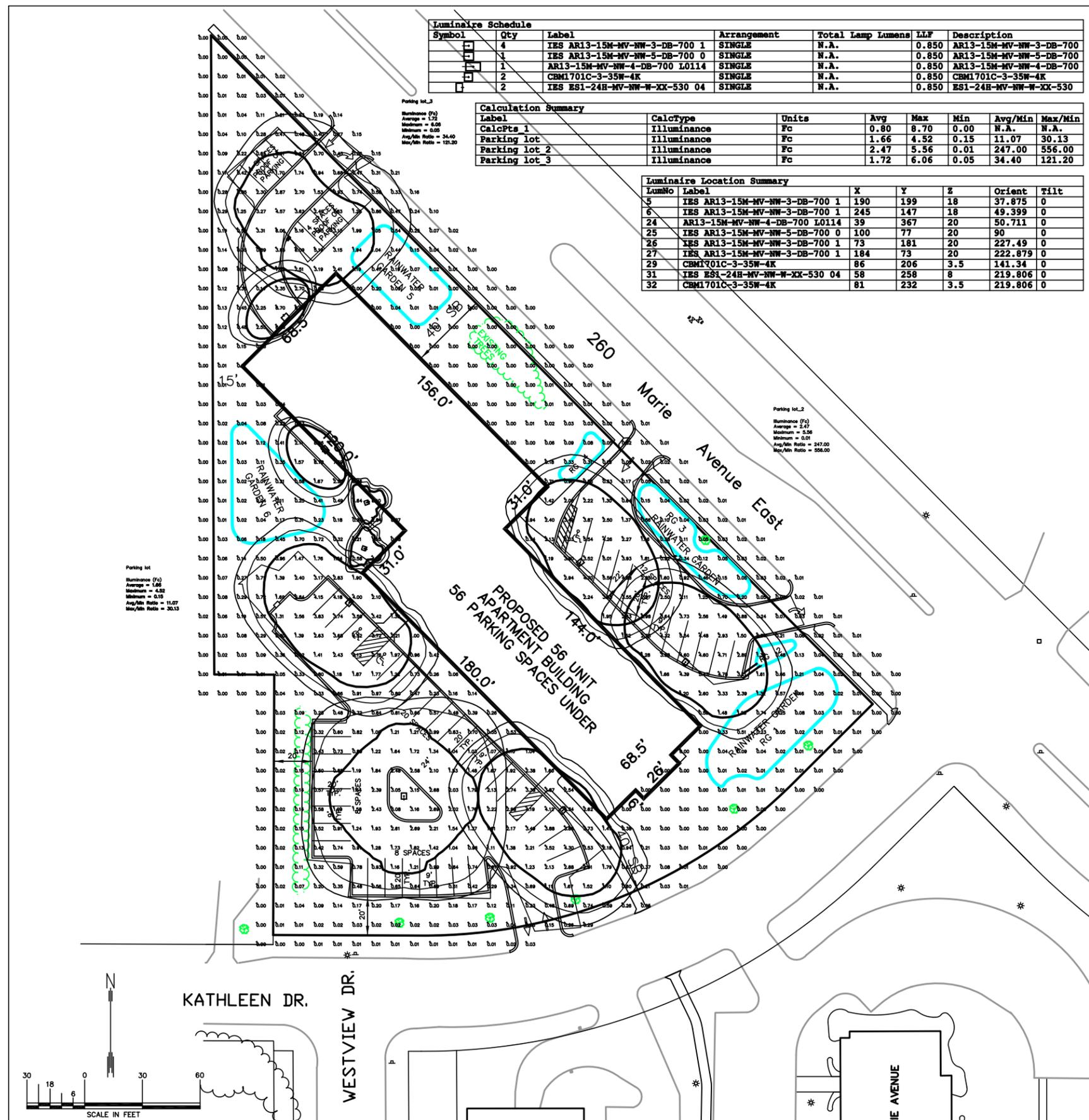
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CITY OF WEST SAINT PAUL
 DAKOTA COUNTY, MINNESOTA
 2017 CONSTRUCTION

260
 MARIE AVENUE EAST

LANDSCAPE
 PLAN
 SHEET 4 OF 7 SHEETS



Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
[Symbol]	4	IES AR13-15M-MV-NW-3-DB-700 1	SINGLE	N.A.	0.850	AR13-15M-MV-NW-3-DB-700
[Symbol]	1	IES AR13-15M-MV-NW-5-DB-700 0	SINGLE	N.A.	0.850	AR13-15M-MV-NW-5-DB-700
[Symbol]	1	AR13-15M-MV-NW-4-DB-700 L0114	SINGLE	N.A.	0.850	AR13-15M-MV-NW-4-DB-700
[Symbol]	2	CBM1701C-3-35W-4K	SINGLE	N.A.	0.850	CBM1701C-3-35W-4K
[Symbol]	2	IES E51-24H-MV-NW-W-XX-530 04	SINGLE	N.A.	0.850	E51-24H-MV-NW-W-XX-530

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 1	Illuminance	Fc	0.80	8.70	0.00	N.A.	N.A.
Parking lot 1	Illuminance	Fc	1.66	4.52	0.15	11.07	30.13
Parking lot 2	Illuminance	Fc	2.47	5.56	0.01	247.00	556.00
Parking lot 3	Illuminance	Fc	1.72	6.06	0.05	34.40	121.20

LumNo	Label	X	Y	Z	Orient	Tilt
5	IES AR13-15M-MV-NW-3-DB-700 1	190	199	18	37.875	0
6	IES AR13-15M-MV-NW-3-DB-700 1	245	147	18	49.399	0
24	AR13-15M-MV-NW-4-DB-700 L0114	39	367	20	50.711	0
25	IES AR13-15M-MV-NW-5-DB-700 0	100	77	20	90	0
26	IES AR13-15M-MV-NW-3-DB-700 1	73	181	20	227.49	0
27	IES AR13-15M-MV-NW-3-DB-700 1	184	73	20	222.879	0
29	CBM1701C-3-35W-4K	86	206	3.5	141.34	0
31	IES E51-24H-MV-NW-W-XX-530 04	58	258	8	219.806	0
32	CBM1701C-3-35W-4K	81	232	3.5	219.806	0

OVAALI SERIES

PROJECT # _____ DATE _____
PROJECT NAME _____
QUANTITY _____ TYPE _____
 FOR APPROVAL FOR INFORMATION

OL30 Weight: 25 lb (11.3 kg) EPA: 0.47 ft²
OL35 Weight: 35 lb (15.9 kg) EPA: 0.75 ft²

Luminaire	LED Qty	Current	Wattage	CCCT	Light Distribution	Voltage	Finish (RAL)	Options
OL30	18	LEDO5 (330 mA)	30W	40K (10000K)	Type I AGI Silver	120 to 277	(R0) Black (standard)	(PER) Twist-lock photocell receptacle
	36	40W	40K	Type II AGI Silver	120 to 480	(R0) Black (standard)	(PER) Twist-lock photocell receptacle	
	54	60W	40K	Type III AGI Silver	347 to 480	(R0) Black (standard)	(PER) Twist-lock photocell receptacle	
	18	LEDO7 (300 mA)	40W	300K (20000K)	Type I 4.3F-47	120 to 277	(R0) Black (standard)	(PER) Twist-lock photocell receptacle
	36	80W	300K	Type II 4.3F-47	347 to 480	(R0) Black (standard)	(PER) Twist-lock photocell receptacle	
	54	120W	300K	Type III 4.3F-47	347 to 480	(R0) Black (standard)	(PER) Twist-lock photocell receptacle	
OL35	18	LEDO5 (330 mA)	30W	40K (10000K)	Type V -1.8F-47	120 to 277	(R0) Black (standard)	(TRP) 7-pin twist lock photocell receptacle with photocell
	36	60W	40K	Type VI -1.8F-48	120 to 480	(R0) Black (standard)	(TRP) 7-pin twist lock photocell receptacle with photocell	
	54	90W	40K	Type VII -1.8F-48	120 to 480	(R0) Black (standard)	(TRP) 7-pin twist lock photocell receptacle with photocell	
	72	120W	40K	Type VIII -1.8F-48	120 to 480	(R0) Black (standard)	(TRP) 7-pin twist lock photocell receptacle with photocell	
	90	150W	40K	Type IX -1.8F-48	120 to 480	(R0) Black (standard)	(TRP) 7-pin twist lock photocell receptacle with photocell	
	108	180W	40K	Type X -1.8F-48	120 to 480	(R0) Black (standard)	(TRP) 7-pin twist lock photocell receptacle with photocell	
	18	LEDO7 (300 mA)	40W	300K (20000K)	Type I 4.3F-47	120 to 277	(R0) Black (standard)	(TRP) 7-pin twist lock photocell receptacle with photocell
	36	80W	300K	Type II 4.3F-47	347 to 480	(R0) Black (standard)	(TRP) 7-pin twist lock photocell receptacle with photocell	
	54	120W	300K	Type III 4.3F-47	347 to 480	(R0) Black (standard)	(TRP) 7-pin twist lock photocell receptacle with photocell	
	72	160W	300K	Type IV 4.3F-47	347 to 480	(R0) Black (standard)	(TRP) 7-pin twist lock photocell receptacle with photocell	
	90	190W	300K	Type V 4.3F-47	347 to 480	(R0) Black (standard)	(TRP) 7-pin twist lock photocell receptacle with photocell	
	108	230W	300K	Type VI 4.3F-47	347 to 480	(R0) Black (standard)	(TRP) 7-pin twist lock photocell receptacle with photocell	
	18	LEDO8 (300 mA)	240W	300K (20000K)	Type VII 4.3F-47	120 to 480	(R0) Black (standard)	(TRP) 7-pin twist lock photocell receptacle with photocell

LEOTEK LITE-ON GROUP

Eseta™ LED Wall Sconce ES

Project: _____
Type: _____
Catalog No: _____

Luminaire Data
Weight: 9.9 lbs (4.5 kg)
14.6 lbs (6.6 kg) with EM, MS options

Ordering Information
Sample Catalog No. ES1-24H-MV-NW-W-XX-530 04

Product	No. & Type of LEDs	Voltage	Color Temperature ¹	Distribution	Finish ²	Drive Current ³	Options
ES1	24H 48H	MV 120-277V HV 147-480V	3000K 4000K 5000K	W Wide FT Forward Throw	BK Black DB Dark Bronze GY Gray WH White	350 350mA 530 530mA 700 700mA	PC Photo Control MS Motion Sensor, L2 Lens MSL2* Motion Sensor, L3 Lens EM Emergency Battery System MSL3* Motion Sensor Configuration Tool FSR100

Notes:
1. Consult factory for other color temperatures.
2. Consult factory for non-standard finish options.
3. Factory set drive current, non-field adjustable. 700mA is not available for 48H version. Refer to performance data on page 2. Consult factory for other drive current options.
4. Motion Sensor available with MV only. Motion Sensor default setting dims luminaire to 50% when no motion is detected for 5 minutes. Field adjustable settings available using FSR100 option.
5. Emergency battery system available with MV only. 3-year limited warranty on Emergency Battery System.

© 2016 Lutron Electronics USA
ES Spec Sheet, 08/2016. Specifications subject to change without notice.

SSA Square Straight Aluminum Pole No Arm - 4-Bolt Base

Base Style
4-Bolt Cast Aluminum Base with 4" x 4" Aluminum Handhole (See Mounting Designation)

Handhole
4" x 4" Bolt Square - 2" x 4" Handhole with 4" x 4" Aluminum Handhole (See Mounting Designation)

Anchorage
Anchorage Kit will include four (4) 1/2" x 4" x 4" Anchor Bolts (See Mounting Designation) and four (4) 1/2" x 4" x 4" Washers (See Mounting Designation). All hardware will be galvanized per ASTM A153.

Vibration Damper
A vibration damper is required if the pole is to be used in areas with high wind speeds. A vibration damper will be provided if the customer specifies the damper in the order.

Mounting Designation
See Mounting Designation for details on mounting options and specifications. A luminaire mounting bracket will be provided at time of order.

C	D	F	G	H	I
4	4	8.5 - 9.5	8.875	1.8	75 x 17 x 3
5	5	10.5 - 11.5	11.25	2.0	75 x 20 x 3
6	6	12 - 13	12.75	2.25	1 x 30 x 4
6.875	6.875	13 - 14	13.5	2.25	1 x 30 x 4

140 hupco www.hupco.com

Clio

All Cyclone bollards are manufactured with an extrusion base and permanent cast aluminum head module including a water tight IP67 light engine. They are extremely durable and are delivered with vandal proof hardware allowing ease of maintenance while protecting against vandalism. All bollards are painted with a high quality polyester powder coating using an electrostatic process.

HARDWARE
All exposed hardware are made of stainless steel.

OPIONS
PC - Button type Photocell, GFI - Ground fault duplex receptacle.

COATING
polyester powder coating.

Standard color:
Black, White, Gray, Dark Green

Optional, RAL colors also available.

Finish:
TK (textured)
SM (smooth)
HG (Marine grade)*

* Marine grade consists of an application of epoxy primer and a polyester powder coat paint. (2 mils / 75 microns). The finish meets the ASTM D2, D3, D104 and D3247 requirements relative to salt spray, corrosion and humidity resistance.

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WARNING
 BEFORE DIGGING CALL GOPHER
 STATE ONE CALL FOR LOCATIONS
 DIAL - 1-800-252-1166
 REQUIRED BY LAW

GENERAL CONSTRUCTION NOTES

- 1.) REPLACE EXISTING 6" WATERMAIN SERVICE WITH NEW 6" WATERMAIN SERVICE AND NEW 6" GATE VALVE
- 2.) REPLACE EXISTING 2" WATERMAIN SERVICE WITH NEW 6" WATERMAIN SERVICE AND NEW 8" GATE VALVE
- 3.) REPLACE EXISTING 4" SANITARY SEWER SERVICE WITH 8" SANITARY SEWER SERVICE
- 4.) SAWCUT, FULL DEPTH EXISTING BITUMINOUS PAVEMENT, CONCRETE ISLAND AND CONCRETE CURB
- 5.) REMOVE AND PROPERLY DISPOSE OF BITUMINOUS AND CONCRETE
- 6.) SUBMIT A TRAFFIC CONTROL PLAN TO THE CITY OF WEST SAINT PAUL
- 7.) OBTAIN PERMITS FROM CITY OF WEST SAINT PAUL AND SAINT PAUL WATER DEPARTMENT.
- 8.) MATCH EXISTING STREET SECTION MATERIAL THICKNESS FOR BITUMINOUS AND AGGREGATE BASE

WATERMAIN CONSTRUCTION NOTES:

- 1.) WATERMAIN WORK SHALL CONFORM TO THE CURRENT SAINT PAUL WATER UTILITY STANDARDS FOR THE INSTALLATION OF WATERMANS.
- 2.) SANITARY SEWER WORK SHALL COMPLY WITH THE CURRENT CITY ENGINEERS ASSOCIATION OF MINNESOTA: STANDARD SPECIFICATIONS:.
- 5.) MEGA LUG RESTRAINING BOLT SYSTEM SHALL BE USED ON WATERMAIN. (SPW STD. DETAIL D-11)
- 4.) WATERMANS SHALL BE POLY WRAPPED.
- 5.) WATERMAIN SHALL HAVE COPPER STRAPS ON SLIP JOINT PIPE - COPPER CLIPS ARE NOT ACCEPTABLE.
- 6.) WATER SERVICES OUTSIDE OF THE RIGHT OF WAY LINE SHALL BE COMPLETED UNDER THE DIRECTION OF A LICENSED PLUMBER.
- 7.) WATER SERVICES SHALL BE INSTALLED INDEPENDENTLY OF THE WATERMAIN AFTER ACCEPTANCE.
- 8.) HYDRANTS SHALL BE WP-1 (WATEROUS PACER, SINGLE STEAMER, ST. PAUL THREADS), GATE VALVES SHALL BE RED NUT (RIGHT HANDED).

STREET CLOSURE AND CONSTRUCTION NOTES:

1. CLOSE HALF THE STREET AT ONE TIME TO TRAFFIC AND OPEN CUT
2. ALL WORK MUST BE APPROVED BY THE CITY
3. SUBMIT TRAFFIC CONTROL PLAN TO CITY FOR APPROVAL
4. ALL WORK MUST BE APPROVED BY THE CITY
5. NOTIFY CITY 48 HOURS BEFORE WORK BEGINS, START WORK AFTER CITY APPROVAL
6. SAWCUT BITUMINOUS AND CONCRETE - FULL DEPTH
7. REMOVE AND DISPOSE OF EXISTING SAN. SEWER AND WATERMAIN SERVICES
8. REPLACE CLASS 5, BITUMINOUS, CURB AND GUTTER.

MATCH EXISTING STREET, CURB, AND SIDEWALK SECTION AND GRADES

EXISTING STORM MH
 TOP 980.8
 EX. INV. 974.0
 NEW INV. 974.7
 INV. 6" PVC 977.0

CB #1, R-3267 GRATE
 TOP 980.4
 INV. 975.6
 78'-15"HDPE PIPE @ 2.0%

CB #2, R-3267 GRATE
 TOP 980.4
 INV. 976.1
 21'-15"HDPE PIPE @ 2.0%

ST MH #1, BEEHIVE GRATE
 TOP 981.0
 INV. 977.1
 48'-15"HDPE PIPE @ 2.0%

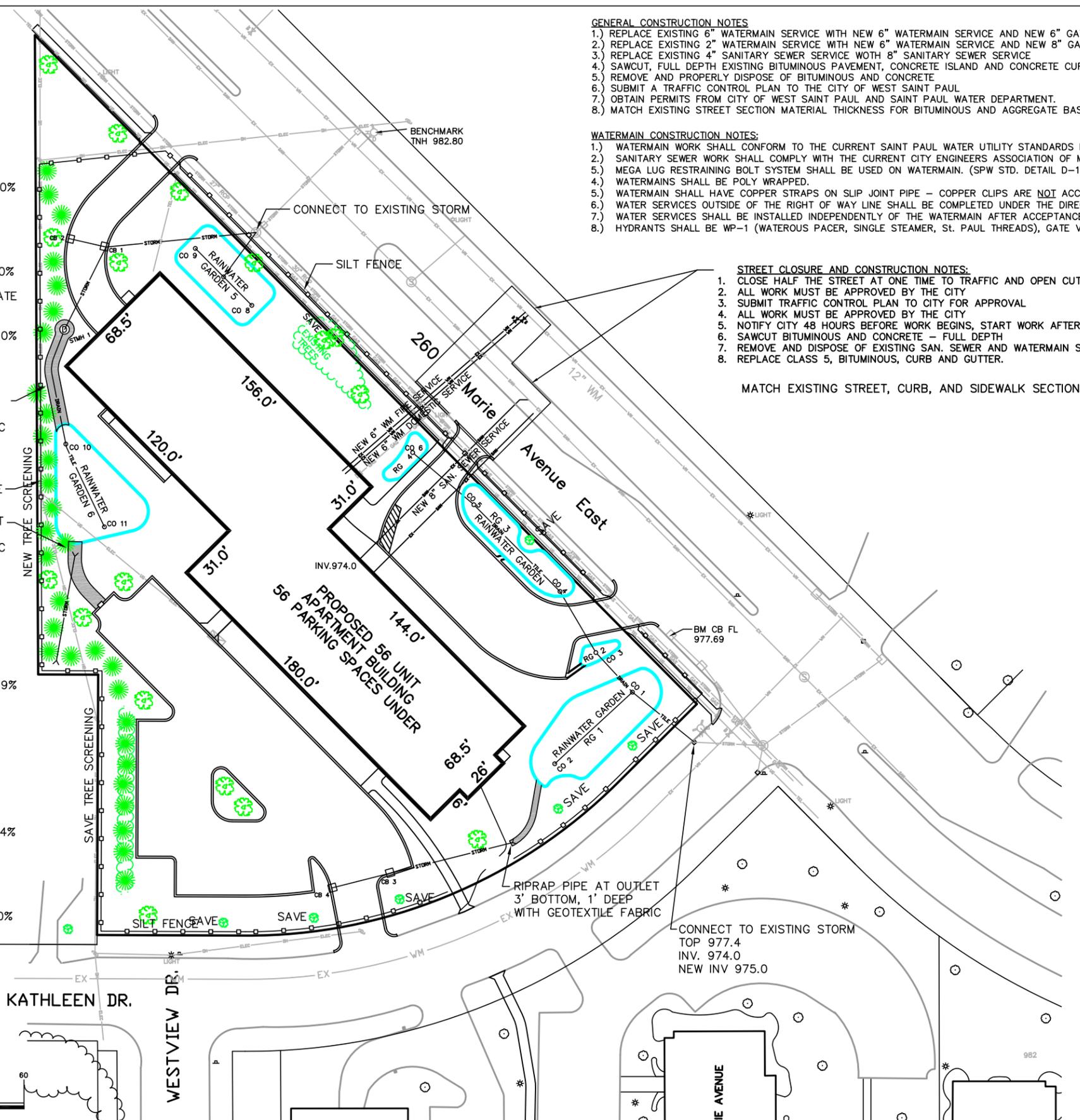
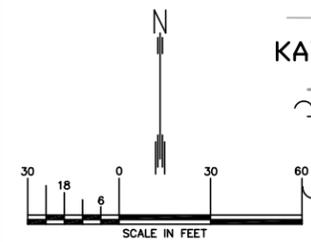
8' WIDE RIPRAP SWALE
 3' BOTTOM, 1' DEEP
 WITH GEOTEXTILE FABRIC

RIPRAP PIPE AT OUTLET
 3' BOTTOM, 1' DEEP
 WITH GEOTEXTILE FABRIC

54'-15"HDPE PIPE @ 0.9%
 WITH APRONS
 S INV 986.6
 N INV 986.0

CB #3, R-3267 GRATE
 TOP 989.0
 INV. 984.8
 65'-15"HDPE PIPE @ 0.4%
 INV. APRON 984.5

CB #4, R-3267 GRATE
 TOP 988.6
 INV. 985.1
 31'-15"HDPE PIPE @ 1.0%



RAINWATER GARDEN - RG 1

TOP OF PERIMETER CURB 980.0
 BOTTOM OF ENGINEERED SOIL 978.0
 BOTTOM OF ROCK BED 977.0
 RISER - CO 1, TOP 979.5, INV 977.0
 RISER - CO 2, TOP 979.5, INV 977.2
 54 LF - 6" PVC PERF DRAIN TILE
 40 LF - 6" PVC NON-PERF

RAINWATER GARDEN - RG 2

TOP OF PERIMETER CURB 980.0
 BOTTOM OF ENGINEERED SOIL 978.0
 BOTTOM OF ROCK BED 977.0
 RISER - CO 3, TOP 979.5, INV 977.1
 RISER - CO 4, TOP 979.5, INV 977.3
 28 LF - 6" PVC NON-PERF

RAINWATER GARDEN - RG 3

TOP OF PERIMETER CURB 980.0
 BOTTOM OF ENGINEERED SOIL 978.0
 BOTTOM OF ROCK BED 977.0
 RISER - CO 5, TOP 979.5, INV 977.3
 RISER - CO 6, TOP 979.5, INV 977.5
 64 LF - 6" PVC PERF DRAIN TILE
 36 LF - 6" PVC NON-PERF

RAINWATER GARDEN - RG 4

TOP OF PERIMETER CURB 980.5
 BOTTOM OF ENGINEERED SOIL 978.5
 BOTTOM OF ROCK BED 977.5
 RISER - CO 6, TOP 980.0, INV 977.5
 40 LF - 6" PVC NON-PERF

RAINWATER GARDEN - RG 5

TOP OF PERIMETER CURB 981.0
 BOTTOM OF ENGINEERED SOIL 979.0
 BOTTOM OF ROCK BED 978.0
 RISER - CO 7, TOP 980.5, INV 978.0
 RISER - CO 8, TOP 980.5, INV 978.1
 RISER - CO 9, TOP 980.5, INV 978.1
 20 LF - 6" PVC NON-PERF
 20 LF - 6" PVC PERF DRAIN TILE
 20 LF - 6" PVC PERF DRAIN TILE

RAINWATER GARDEN - RG 6

TOP OF PERIMETER CURB 986.0
 BOTTOM OF ENGINEERED SOIL 984.0
 BOTTOM OF ROCK BED 983.0
 RISER - CO 10, TOP 985.5, INV 985.5
 RISER - CO 11, TOP 985.5, INV 985.7
 50 LF - 6" PVC PERF DRAIN TILE
 56 LF - 6" PVC NON-PERF

NOTE:
 ALL RISERS SHALL BE PERFORATED PIPE WITH PERFORATED CAPPED TOP
 ALL PERF DRAIN TILE AND RISERS SHALL BE RAPPED IN GEOTEXTILE SOCK

Saint Paul Water Department Construction Requirements

1. A four-sided trench box is required on all excavations deeper than 5 feet where underground work or inspection is to be performed by SPRWS. Ladders are required and must extend 3 feet above the surface of the trench. Sidewalks, pavements, ducts and appurtenant structures shall not be undermined unless a support system or another method of protection is provided. Trenches in excess of 20 feet in depth must be signed off by a registered professional engineer. Excavated material must be kept a minimum of 2 feet from the edge of the trench.
2. Maintain 8 feet of cover over all water mains and services.
3. Pipe material for 8" Ductile Iron Pipe must be Class 52, Pipe material for 6" and 4" Ductile Iron Pipe must be Class 53. The exterior of ductile iron pipe shall be coated with a layer of arc-sprayed zinc per ISO 8179. The interior cement mortar lining shall be applied without asphalt seal coat.
4. Pipe must be wrapped in V-Bio Polywrap encasement.
5. Maintain 3 feet vertical separation between water and sewer pipes or a 12 inch separation with 4 inch high density insulation per SPRWS Standard Plate D-10 for typical water main offsets.
6. Refer to SPRWS "Standards for the Installation of Water Mains" Standard Plate D-11 for restrained pipe requirement.
7. All pipe work inside of property to be performed by a plumber licensed by the State of Minnesota and Certified by the City of Saint Paul. SPRWS requires separate outside and inside plumbing permits for each new water service.
8. The contractor providing excavation is responsible for obtaining all excavation and obstruction permits required by any governing authority.

G-Cubed Inc.
 Engineering
 Surveying
 Planning
 285 Westview Drive
 West Saint Paul, MN 55118
 ph. 651.288.9474 fax 651.455.4948

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
 Mark. R. Welch
 REG. NO. 42736

DESIGNED	DJT	REVISED	BY	DATE	LATEST REVISION: 10-18-2016
DRAWN					Prepared For: Westview Park Apartments 285 Westview Drive West Saint Paul, Mn 55118
CHECKED					FILE NO.: 16-290 WPA

CITY OF WEST SAINT PAUL
 DAKOTA COUNTY, MINNESOTA
 2017 CONSTRUCTION

260
 MARIE AVENUE EAST

UTILITY
 PLAN
 SHEET 6 OF 7 SHEETS

TILSENS WESTVIEW PARK SECOND ADDITION

INSTRUMENT OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Westview Park Apartments, LP, a Minnesota limited partnership, owners and proprietors of the following described property in the City of West St. Paul, Dakota County, State of Minnesota, to wit:

That part of the Southwest Quarter of the Southeast Quarter of Section 20 and that part of the Northwest Quarter of the Northeast Quarter of Section 29, all in Township 28 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Southeast Quarter of Section 20; thence on an assumed bearing of South 89 degrees 46 minutes 55 seconds East, along the south line of said Southwest Quarter of the Southeast Quarter of Section 20; thence North 00 degrees 15 minutes 55 seconds West 403.38 feet to the centerline of Marie Avenue; thence South 44 degrees 41 minutes 28 seconds East, along said centerline of Marie Avenue, 569.69 feet to the intersection of said centerline of Marie Avenue and the centerline of Kathleen Drive; thence South 45 degrees 13 minutes 39 seconds West, along said centerline of Kathleen Drive, 107.50 feet; thence southwesterly 237.93 feet along said centerline and along a tangential curve, concave to the northwest, said curve has a radius of 45 degrees 00 minutes 00 seconds; thence North 89 degrees 46 minutes 21 seconds West, along said centerline and tangent to said curve, 76.76 feet to the southerly extension of the east line of Lot 1, Block 1, A.E. REHNBERGS SOUTHVIEW ADDITION, according to the recorded plat thereof on file at the office of the Dakota County Recorder; thence North 00 degrees 00 minutes 41 seconds East, along said extension and along said east line of Lot 1, Block 1, REHNBERGS SOUTHVIEW ADDITION, 165.09 feet to said south line of the Southwest Quarter of the Southeast Quarter of Section 20; thence North 89 degrees 46 minutes 55 seconds West, along said south line, 31.18 feet to the point of beginning, containing 2.88 acres.

Have caused the same to be surveyed and platted as TILSENS WESTVIEW PARK SECOND ADDITION and do hereby dedicate to the public for the public use forever the public ways and easements as created by this plat.

In witness whereof said Westview Park Apartments, LP, a Minnesota limited partnership, has caused these presents to be signed by its proper officer this _____ day of _____, 20__.

General Partner _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of Westview Park Apartments, LP, a Minnesota limited partnership, on behalf of the partnership.

Notary Public, _____ County, _____
My Commission expires: _____

In witness whereof said Westview Park Apartments, LP, a Minnesota limited partnership, has caused these presents to be signed by its proper officer this _____ day of _____, 20__.

General Partner _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of Westview Park Apartments, LP, a Minnesota limited partnership, on behalf of the partnership.

Notary Public, _____ County, _____
My Commission expires: _____

In witness whereof said Westview Park Apartments, LP, a Minnesota limited partnership, has caused these presents to be signed by its proper officer this _____ day of _____, 20__.

General Partner _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of Westview Park Apartments, LP, a Minnesota limited partnership, on behalf of the partnership.

Notary Public, _____ County, _____
My Commission expires: _____

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and platted the property described on this plat as TILSENS WESTVIEW PARK SECOND ADDITION; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in MS 505.01, Subd. 3 existing as of the date of this certification are shown and labeled on this plat; and that all public ways are shown and labeled on the plat.

Geoffrey G Griffin, L.S.
Minnesota License Number 21940

State of Minnesota
County of _____

The foregoing Surveyor's Certificate was acknowledged before me, a Notary Public, this _____ day of _____, 20__.

Notary Public, _____ County, Minnesota

My commission expires: _____

CITY APPROVAL

State of Minnesota
County of Olmsted
City of West St. Paul

I, _____, in and for the City of West St. Paul, do hereby certify that on the _____ day of _____, 20__, the accompanying plat was duly approved by the Common Council of the City of West St. Paul. In testimony thereof I have hereunto signed by name and affixed the seal of said City of West St. Paul this _____ day of _____, 20__.

ITS: _____

ITS: _____

PROPERTY RECORDS AND LICENSING

Taxes payable in the year 20__ on the land herein described have been paid, there are no delinquent taxes and transfer has been entered this _____ day of _____, 20__.

DOCUMENT NUMBER _____

I hereby certify that this instrument was filed in the Office of the Registrar of Titles for the record on this _____ day of _____, 20__, at _____ o'clock _____ M., and was duly recorded in the Dakota County records.

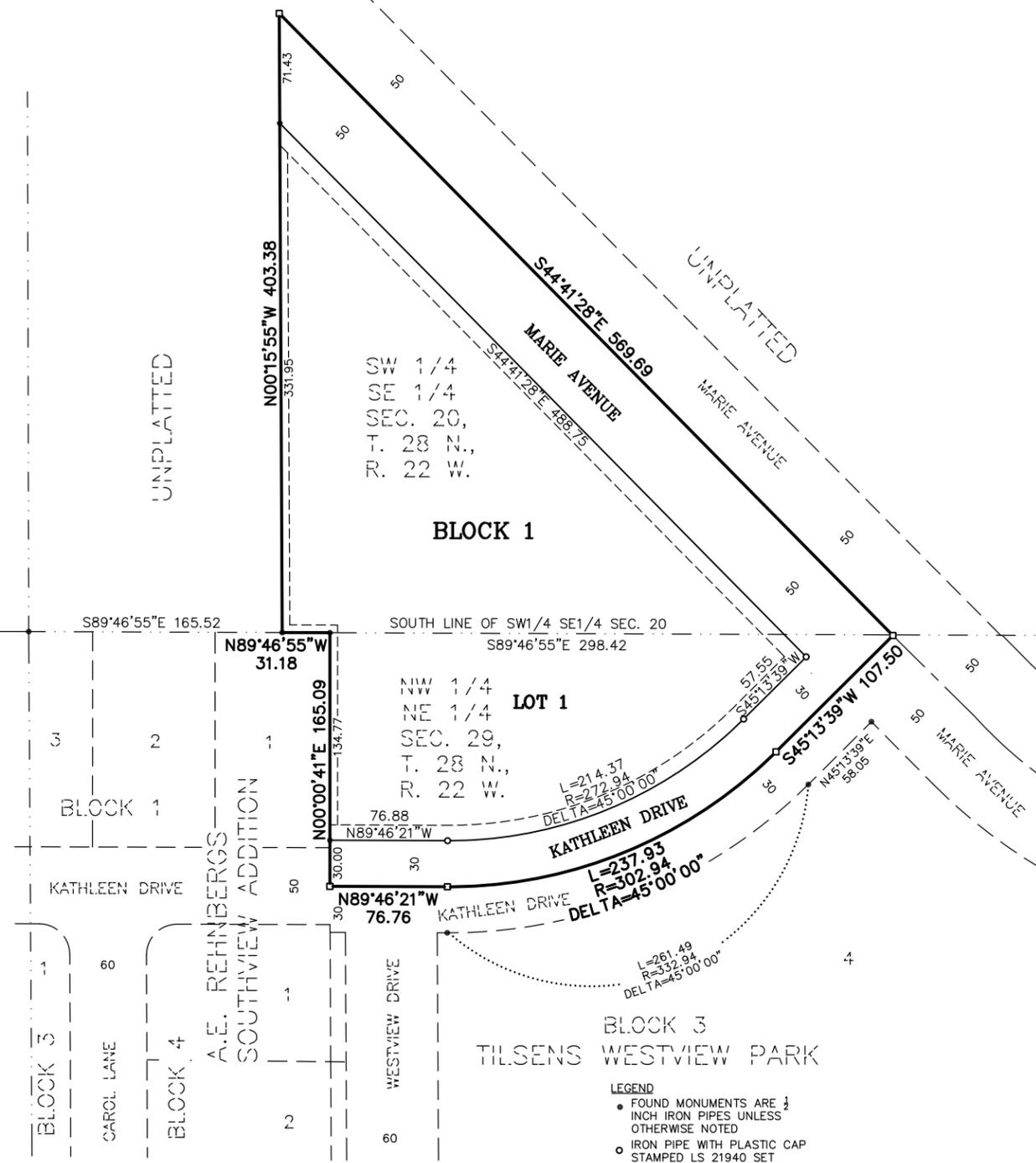
Registrar of Titles - Property Records & Licensing

By Deputy _____

COUNTY SURVEYOR

I certify that this plat has been checked mathematically and that the plat conforms to the applicable laws, this _____ day of _____, 20__.

Dakota County Surveyor _____



SW 1/4
SE 1/4
SEC. 20,
T. 28 N.,
R. 22 W.

BLOCK 1

NW 1/4
NE 1/4
SEC. 29,
T. 28 N.,
R. 22 W.

LOT 1

BLOCK 3
TILSENS WESTVIEW PARK

LEGEND

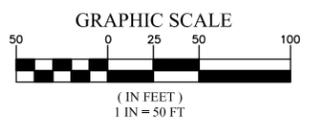
- FOUND MONUMENTS ARE 1/2 INCH IRON PIPES UNLESS OTHERWISE NOTED
- IRON PIPE WITH PLASTIC CAP STAMPED LS 21940 SET
- SPIKE SET
- EASEMENT LINE
- - - ADJACENT PROPERTY LINE
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT

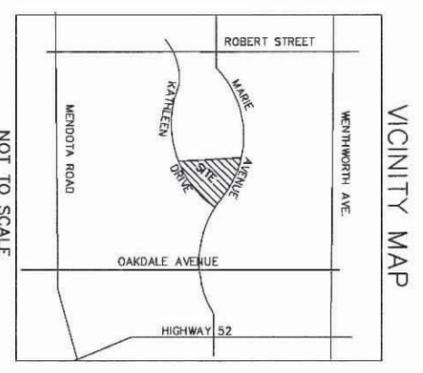
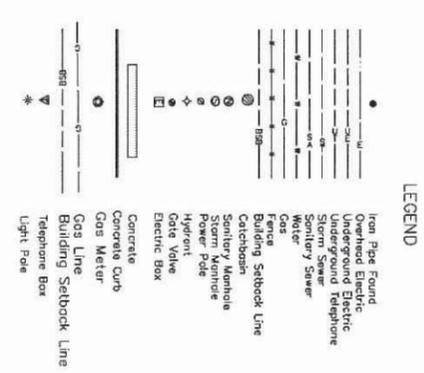
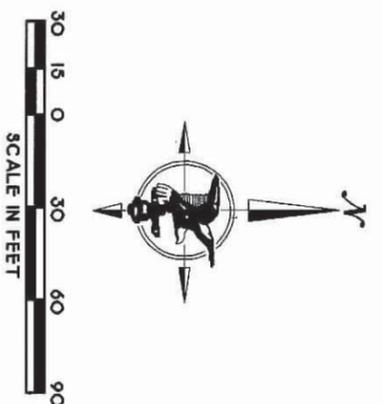
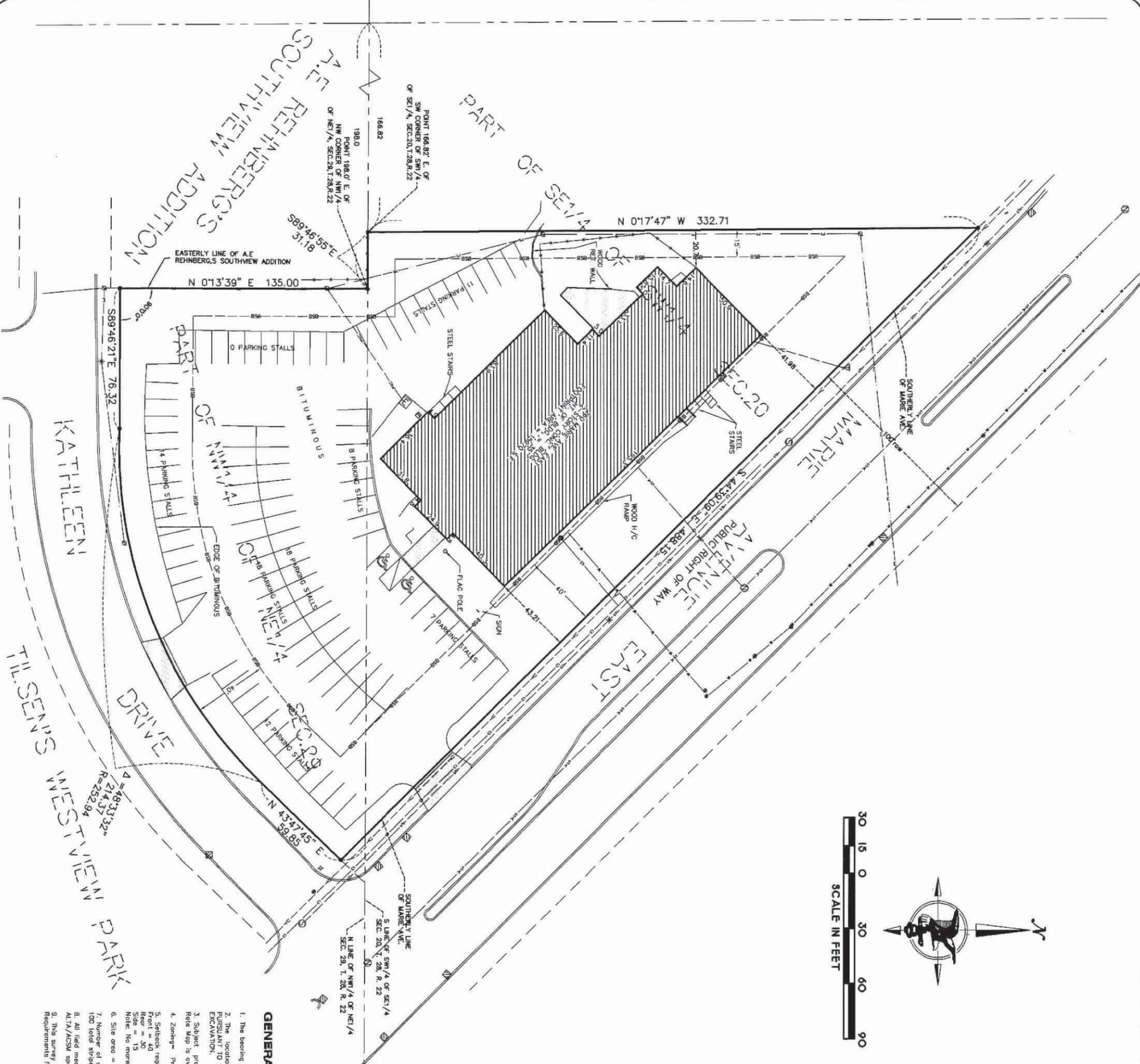
UTILITY & DRAINAGE EASEMENTS ARE 10 FEET IN WIDTH ADJACENT TO STREET LINES UNLESS OTHERWISE SHOWN.

BEARINGS
ALL BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SEC. 20, T. 28 N., R. 22 W., WHICH IS ASSUMED TO BEAR S89°46'55"E.

DRAINAGE EASEMENT DEFINED
AN UNOBSTRUCTED EASEMENT FOR THE OPERATION AND MAINTENANCE OF ALL WATERWAYS, BOTH SURFACE AND UNDERGROUND RUNNING OVER, UNDER AND ACROSS SAID EASEMENT.

UTILITY EASEMENT DEFINED
AN UNOBSTRUCTED EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF ALL NECESSARY UNDERGROUND OR SURFACE PUBLIC UTILITIES INCLUDING THE RIGHT TO CONDUCT DRAINAGE AND TRIMMING ON SAID EASEMENT.





GENERAL NOTES

1. The bearing system used is based on assumed data.
2. The location of the underground utilities shown hereon, if any, are approximate only, PUSILLANT TO MSA 2160 CONTACT COPHER STATE ONE CALL AT (612) 434-0002 PRIOR TO ANY EXCAVATION.
3. Subject property is identified on being in "Zone C Area of Mineral Proliferation" No Flood Insurance Rate Map is available per the City of West St. Paul zoning division. (Jim Housley (651) 552-4134)
4. Zoning- Presently I-1 (Light Industrial) per City of West St. Paul.
5. Schedule requirements per City of West St. Paul Contact Jim Housley (651) 552-4134
6. Site area = 87,944 square feet = 2.017 acres.
7. Number of dedicated parking stalls 100 total striped parking stalls of which 2 are designated as handicaps
8. All field measurements matched recorded dimensions within the precision requirements of ALTA/ACSM specifications.
9. This survey was made on the ground and in accordance with the Minimum Standard Detail Requirements for Land Title Surveys as adopted by ALTA and ACSM.

LEGAL DESCRIPTION

Part of the SW 1/4 of the SE 1/4 of Section 20, Township 28, Range 22; Beginning at a point 166.82 feet East of the Southwest corner of said SW 1/4, SE 1/4, thence North and parallel to the line of said SW 1/4, SE 1/4, a distance of 332.17 feet to the southerly line of Kathleen Drive of 471.25 feet to the south line of said SW 1/4, SE 1/4, thence West 328.83 feet to the point of beginning, Dakota County, Minnesota, according to the Government Survey thereof.

AND of the NW 1/4 of the NE 1/4, Section 28, Township 28, Range 22; beginning at a point 198.0 feet East of the Northeast corner of said NW 1/4, NE 1/4, thence North and parallel to the line of said NW 1/4, NE 1/4, a distance of 125.0 feet to the North line of East Kathleen Drive thence East, 76.32 feet to the beginning of a curve to the Northeast, center angle 45 degrees 00 minutes, radius 252.94 feet, thence along the curve a distance of 214.37 feet to the point of curve, thence North 53 degrees 00 minutes East a distance of 56.11 feet to the southerly line of Kathleen Drive, thence along the southerly line of Kathleen Drive a distance of 297.65 feet to the point of beginning, according to the United States Government Survey thereof and situated in Dakota County, Minnesota.

ITEMS CORRESPONDING TO SCHEDULE B NOTES:

No Schedule B items to graphically show on the survey.

ENCROACHMENT NOTES:

No above ground encroachment is visible on survey.



LAND TITLE SURVEY
 ALTA/ACSM
 for:
FREDRICKSON & BYRON, P.A
 260 MARIE AVE. E
 WEST ST. PAUL, MN

CERTIFICATION

I hereby certify to Scott Richardson and Sue Richardson, Northern States Health & Fitness, Inc., a Minnesota Corporation, QLD REPUBLIC National Title Insurance Company, and to their heirs, successors and assigns, that I have surveyed, on the ground, the above described land and that the boundaries thereon are true and correct. I have also accurately drawn and represented of said property and the boundaries thereof, that the plat of survey and the survey on which it is based were made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, as jointly established and adopted by ALTA and ACSM in 1989, and includes items 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 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Dated: April 12, 2002

 Fredrickson & Byron, P.A.
 Minnesota Reg. No. 23877

Sheet No. **1 OF 1**
 Book No. **588**
 The No. **1-3-6089**
 REC. NUMBER **2002180**
 Page **51**
 QLD INSURANCE **ONI**

HARRY S. JOHNSON CO., INC.
 LAND SURVEYORS PLANNERS
 BLOOMINGTON, MINNESOTA
 PHONE: 952-884-5341 FAX: 952-884-5344



MARIE AVENUE ELEVATION

260
MARIE AVENUE EAST

MATERIALS

- REFINISHED ALUMINUM FASCIA
- EPDM ROOFING MEMBRANE / WITH REINFORCEMENT AND ROOFING PAVERS
- TEXTURED DURABLE PANEL SYSTEM - NICHHA RAINSCREEN OR EQUAL
- REFINISHED EXTERIOR WINDOW AND DOOR SYSTEM /
- COMPOSITE/ DURABLE EXTERIOR FINISH PANELS AND TRIM - NICHHA OR SIM.
- GLASS AND ALUMINUM RAILS SYSTEM
- TEXTURED CONCRETE AT PORTIONS OF LOWER LEVEL WITH COMPOSITE PANELS AS ACCENT.
- ALUMINUM STORE FRONT ENTRY SYSTEMS AT PUBLIC ENTRANCES.
- PRE- FINISHED INSULATED METAL DOORS AT GARAGE



NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION

THE **Urban** STUDIO
318 South Broadway, Suite 200
Rochester, MN 55904
Phone: 507.285.5943 Fax: 507.285.5951

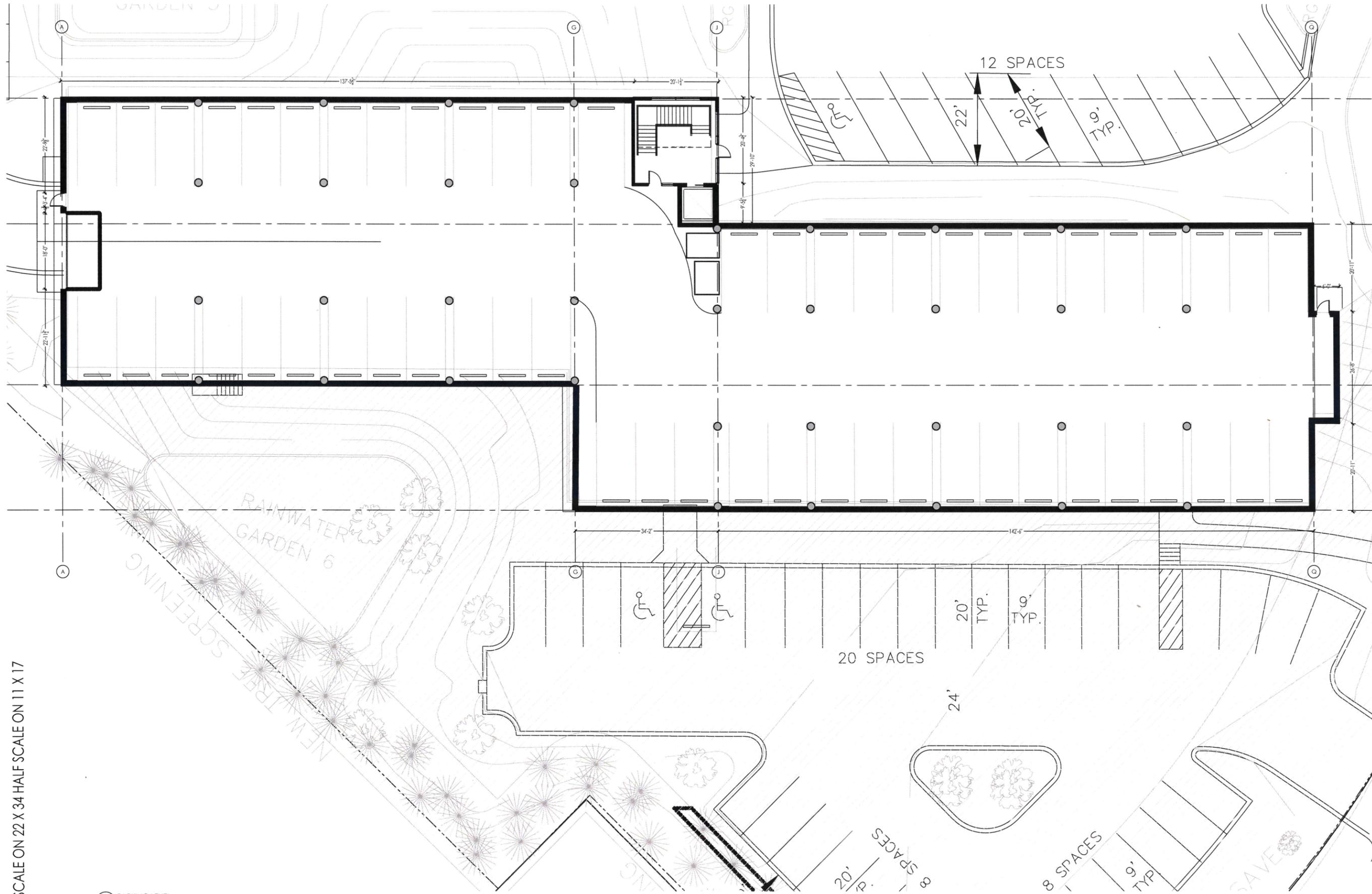
DESIGNER CERTIFY THAT THE FINAL SPECIFICATIONS OR REPORT HAS BEEN PREPARED BY A REGISTERED ARCHITECT OR ENGINEER WHO HAS A VALID LICENSE AND IS A MEMBER OF THE BOARD OF ARCHITECTS OR ENGINEERS OF THE STATE OF MINNESOTA.

NAME: STEVE THORNTON COMPANY
REGISTERED ARCHITECT

Oct 19, 2016

A2.0

FULL SCALE ON 22 X 34 HALF SCALE ON 11 X 17



1 PARKING LEVEL
3/32" = 1'-0"

260
MARIE AVENUE EAST

THE Urban STUDIO
318 South Broadway, Suite 200
Rochester, MN 55904
Phone: 507.285.5043 Fax: 507.285.5051

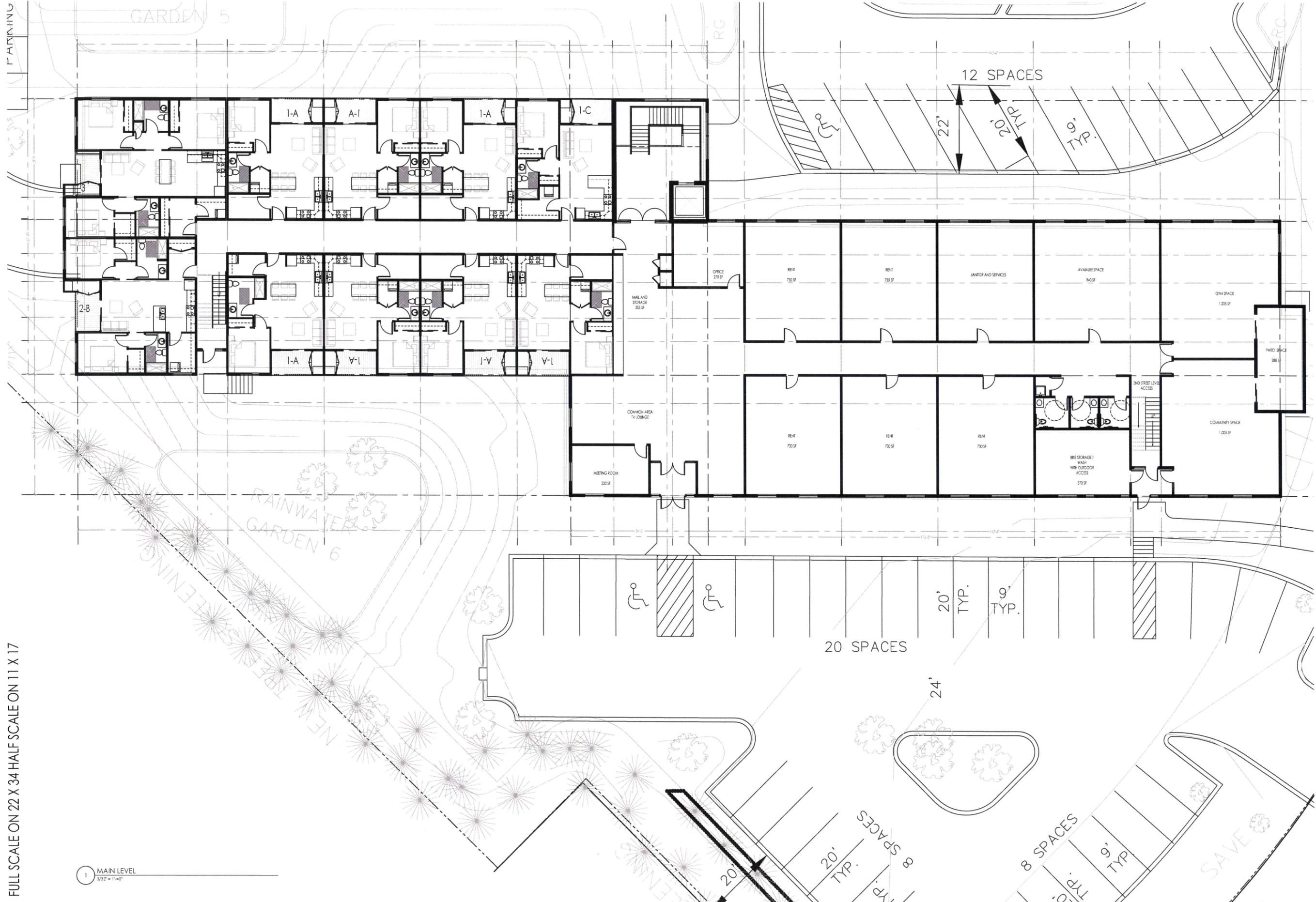
THIS COPY IS THE FINAL SPECIFICATION OR REPORT AND PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
SIGNATURE

STATE BOARD OF ARCHITECTURE
REGISTRATION NUMBER 2124

Oct 20, 2016

A1.01

FULL SCALE ON 22 X 34 HALF SCALE ON 11 X 17



1 MAIN LEVEL
3/32" = 1'-0"

260
MARIE AVENUE EAST

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Rochester, MN 55904
Phone: 507.285.5043 Fax: 507.285.5051

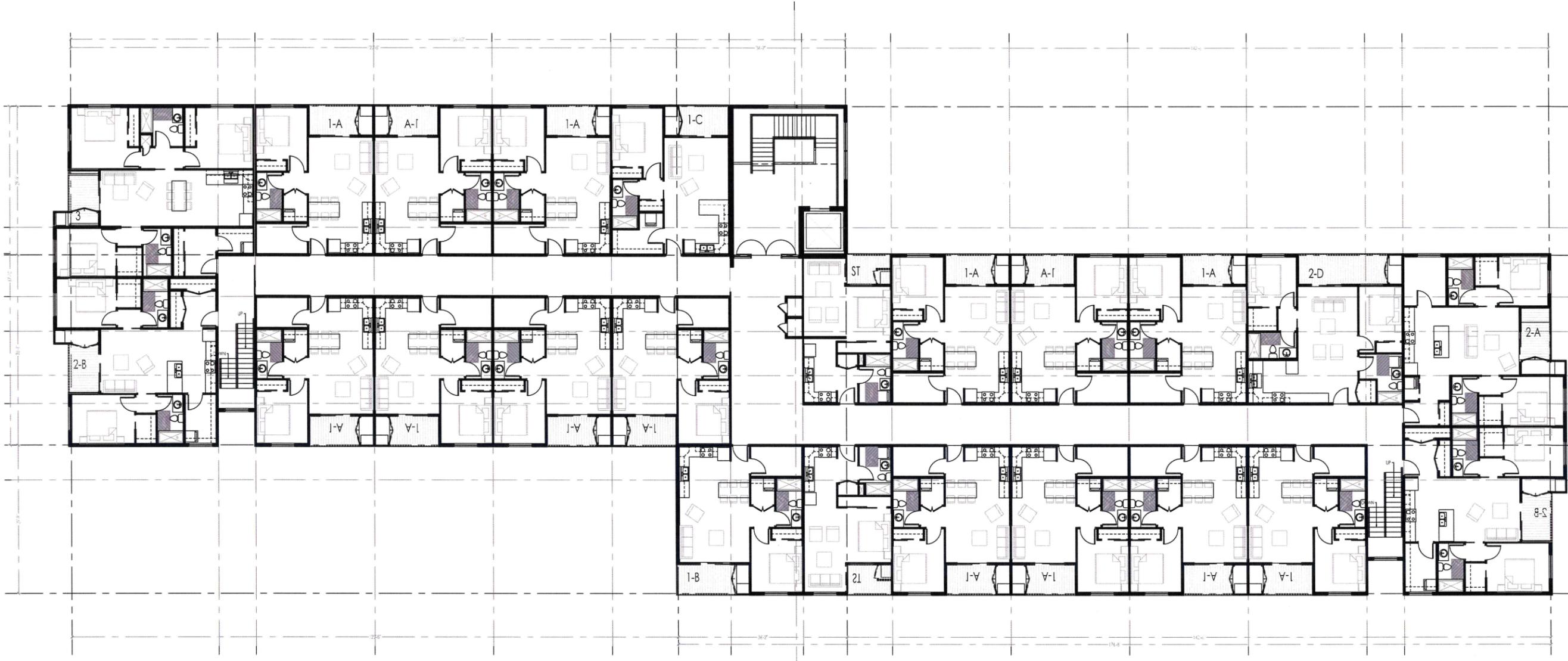
WE HEREBY CERTIFY THAT THE PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
SIGNATURE:

NAME: TERESA HORNBY-HACKMACK
REGISTRATION NUMBER: 71247

Oct 20, 2016

A1.02

1 SECOND LEVEL
3/32" = 1'-0"



Oct 20, 2016

A1.03

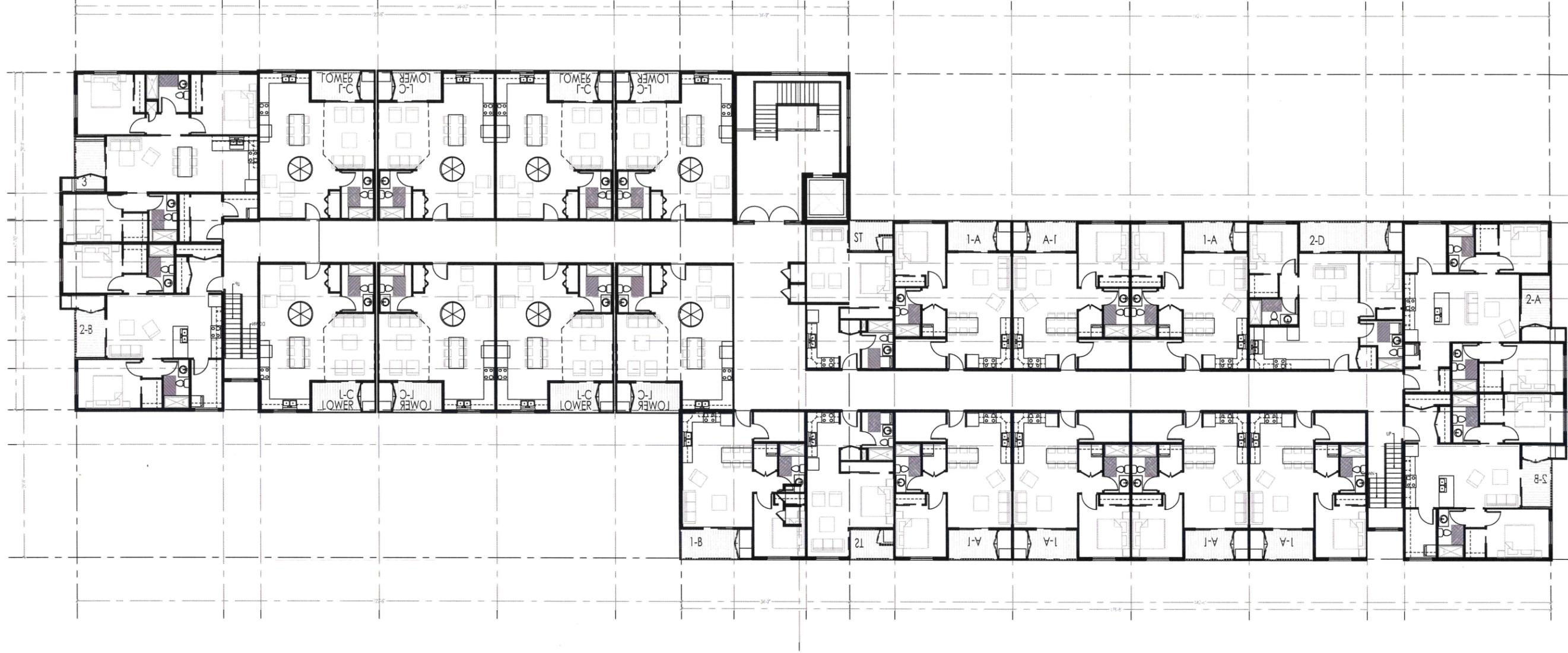
260
MARIE AVENUE EAST

THE
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STUDIO
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Rochester, MN 55904
Phone: 507-285-5043 Fax: 507-285-5051

I HEREBY CERTIFY THAT THE PLANS, SPECIFICATIONS OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF
THE STATE OF MINNESOTA
SIGNATURE

NAME: TRESA BORDON / ACCORNA / CL
REGISTRATION NUMBER: 21247

FULL SCALE ON 22 X 34 HALF SCALE ON 11 X 17



1 3RD LEVEL
3/32" = 1'-0"

260
MARIE AVENUE EAST

THE
Urban
STUDIO
318 South Broadway, Suite 200
Rochester, MN 55904
Phone: 507.285.5043 Fax: 507.285.5051

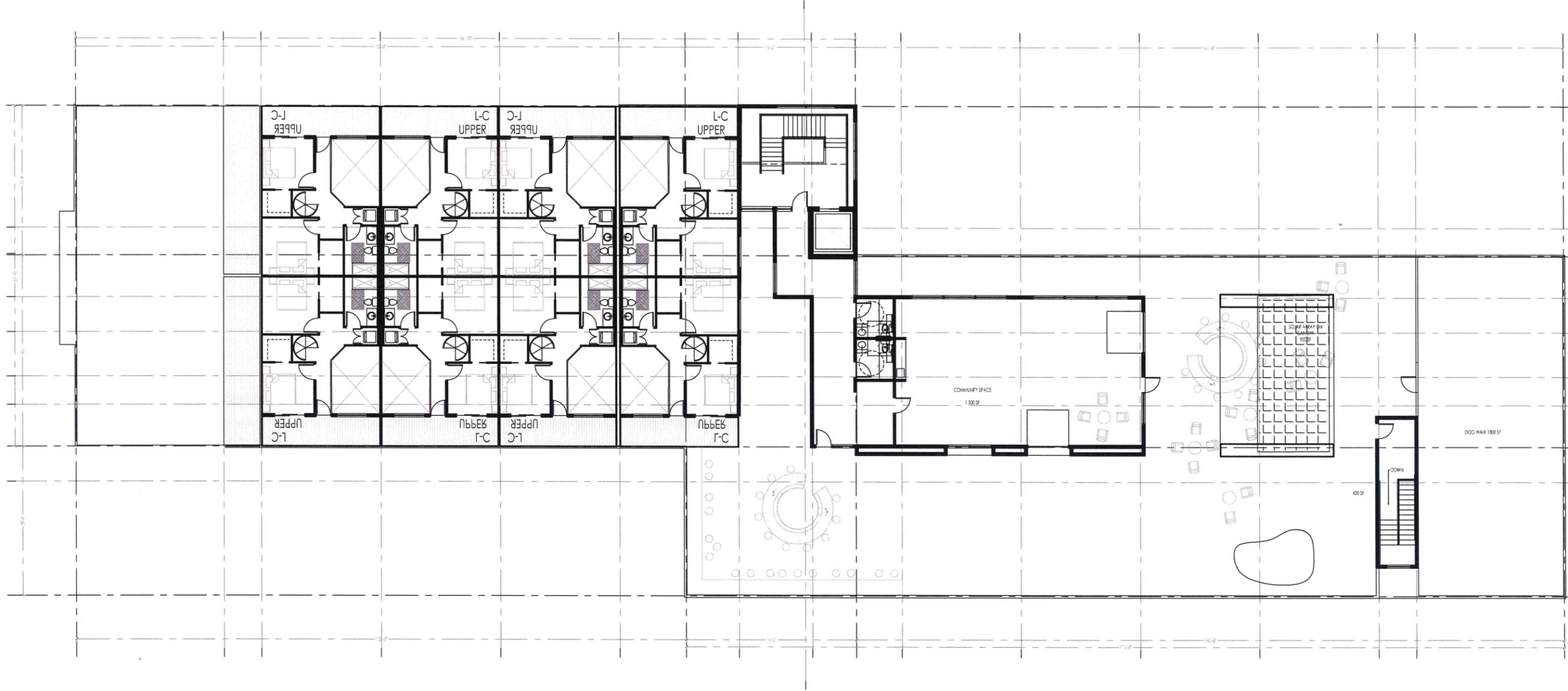
DESIGN DEVELOPER HAS THE PLANS SPECIFICATION OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND
I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF
THE STATE OF MINNESOTA.
SIGNATURE

MARIE TERESA THORSON/ARCHITECT
REGISTRATION NUMBER 51247

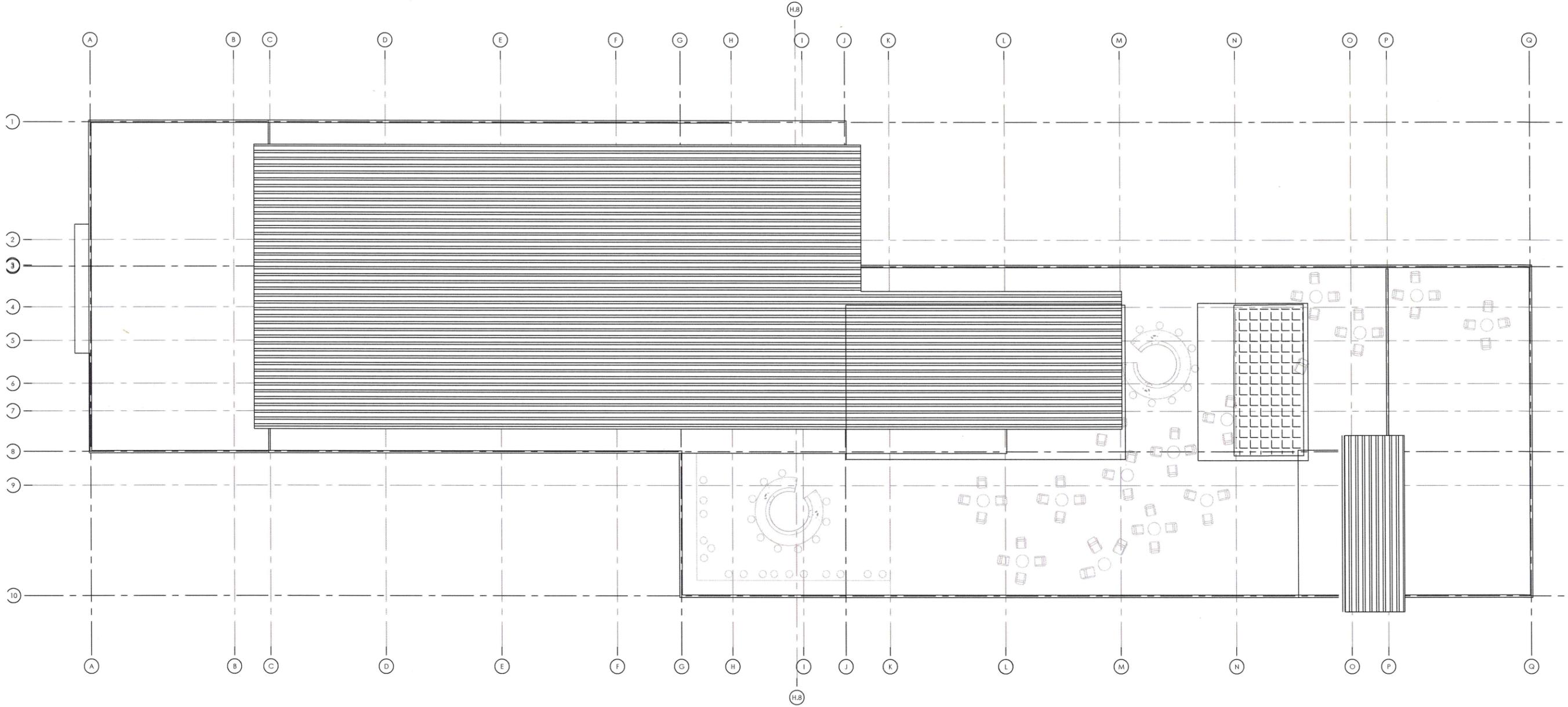
Oct 20, 2016

A1.04

1 UPPER LOFT AND ROOF
3/32" = 1'-0"



FULL SCALE ON 22 X 34 HALF SCALE ON 11 X 17



1 UPPER LOFT AND ROOF
3/32" = 1'-0"

Oct 20, 2016

A1.06

THE **Urban** STUDIO
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 Rochester, MN 55904
 Phone: 507.285.5043 Fax: 507.285.5051

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 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:

NAME: TRISA THORSON VACCORACE
 REGISTRATION NUMBER: 21247

260
 MARIE AVENUE EAST

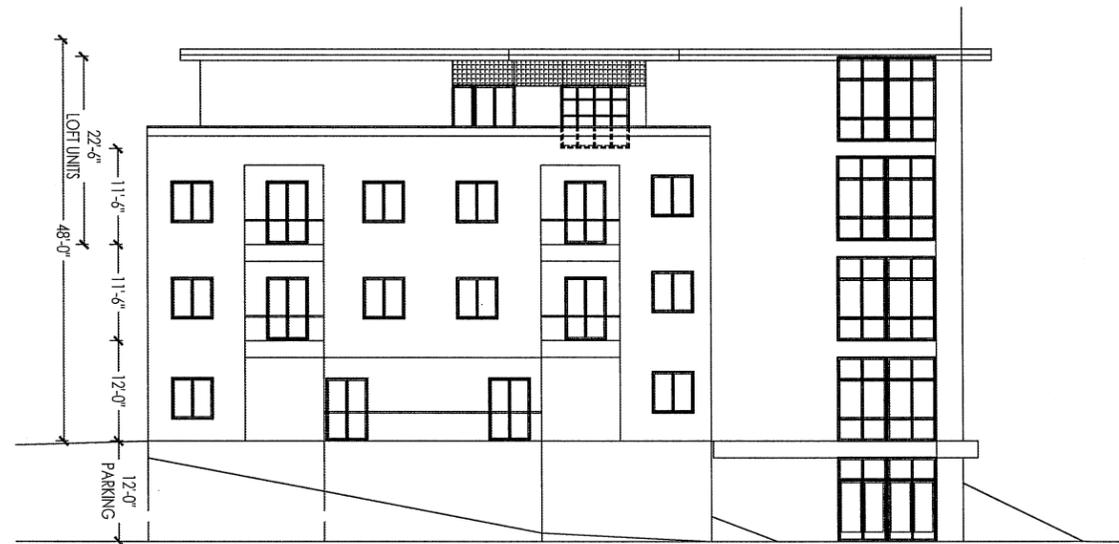
FULL SCALE ON 22 X 34 HALF SCALE ON 11 X 17



MARIE AVENUE ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION

260 MARIE AVENUE EAST

THE **Urban** STUDIO
318 South Broadway, Suite 200
Rochester, MN 55904
Phone: 507.285.5043 Fax: 507.285.5051

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

HAVE: TERESA THORSON ACCURACY
REGISTRATION NUMBER: 3304

Oct 20, 2016

A2.0







WESTVIEWPARK APARTMENT HOMES

*285 Westview Drive
West St. Paul, Minnesota 55118
Office 651-451-2998 Fax 651-455-4948*

November 19th, 2016

City of West Saint Paul
Ben Boike, City Planner
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: 260 Marie Avenue East – Mixed-Use Development and Shared Parking Plan

Mr. Ben Boike, City Planner

To alleviate any parking concerns that might arise throughout this process, especially in regards to the mixed-use aspect of our project, we have researched urban planning in regard to successful shared parking strategies. We have also studied the current parking trends on Kathleen, Westview, and the adjacent condos. We hope our findings are beneficial.

The idea of mixed-use developments such as the project we are proposing is not a new one. Often considered “smart growth” these developments have become increasingly popular and influential over the last few decades. Our vision for our smart growth development is to truly connect people and places in our project with an “inter-development synergy” as well as connect with those in the neighborhood. With such a development, optimal parking is a particularly important component that will impact the operational efficiency and success of our property, and that of the surrounding neighborhood. In order to achieve this optimal parking supply, our resident to business parking mix is one with opposite peak times.

As was stated in the planning commission meeting by a resident in the same community as our project, this community is a blue-collar neighborhood. The children go off to school and the parents head to their work in the mornings and then they gather for dinner evenings. We assume a majority of the new tenants will follow this living pattern as well. This creates the perfect

opportunity for shared parking supply for a few small service businesses within our building.

Additional strategies we plan to employ to ensure success of our mixed-use shared parking are: undesignated spaces – outside parking available for any use related to the property; underground garage parking is included with each apartment; easy access to transit and bicycle accessibility to decrease car use; periodic checks of shared parking supply, with “proof of parking” spots available.

Many cities both large and small include parking credits for mixed use developments in their design and zoning standards - see Sacramento (Section 5.7.3), Philadelphia (Chapter 14.802.8) and Brighton, Colorado (Mixed use design standards 17.50.150 pgs 27-29). West St. Paul may wish to consider these ordinances as an additional tool for smart growth in the future.

We hope our vision, intentions, and research regarding our smart growth development and its parking supply are clear. For more information about parking strategies for mixed use developments please refer to the academic thesis submitted by Erin Michelle Puckett to the faculty of the Virginia Polytechnic Institute and State University that can be found here online:

https://vtechworks.lib.vt.edu/bitstream/handle/10919/23293/Puckett_EM_T_2013.pdf?sequence=1

Thank you for your consideration,

A handwritten signature in cursive script that reads "Lea Tilsen-Virkus".

Lea Tilsen-Virkus, Westview Park Apartments

WESTVIEWPARK APARTMENT HOMES

*285 Westview Drive
West St. Paul, Minnesota 55118
Office 651-451-2998 Fax 651-455-4948*

We have conducted a brief parking survey monitoring Westview Drive street parking and the parking lots of the condo buildings at 260 and 255 Westview Drive. The reason we monitored those lots are because they have underground parking for each unit and approximately the same number of units for our proposal. The results from these buildings show that there will be more than enough parking for the tenants and any the few additional uses. Results were taken in the morning around 9:00 am, afternoon 12:00 pm and evening 7:00 pm. The survey results took place from Thursday November 17th to Tuesday November 22nd.

260 has a ratio of 1.5 spots per unit. The surface lot has 25 available spaces. Only once during our survey, on Saturday afternoon did the surface parking exceed 2/3rds of its capacity.

255 has a ratio of about 1.8 spots per unit. The surface lot has 40 available spaces. Not once during the survey did the surface parking exceed 40% of its capacity.

Street Parking:

On Kathleen from Westview to Carol, only twice did we count a single car parked on the street.

On Westview from Kathleen to Marie, the weekend parking was at the highest, with 7 on Saturday morning.

After conducting this survey any fears of not having enough parking are extremely diminished. Based off of the amount of empty space on the similar sized condo buildings, we expect to have an excess of parking.

Please see the attached data sheet.

	Parking Survey			
	260 Westview	255 Westview	Kathleen	Westview Ave
			Westview to Carol	Westview to Marie
Surface Lot Size	25	40		
Parking Ratio	1.5	1.8		
Wednesday 11/16				
9:00 AM				
Noon	7	11	1	
7:00 PM				
Thursday 11/17				
9:00 AM	9	10	0	2
Noon	7	8	0	2
7:00 PM	11	15	0	2
Friday 11/17				
9:00 AM	10	9	0	6
Noon	6	9	0	1
7:00 PM	13	7	0	0
Saturday 11/19				
9:00 AM	18	15	0	7
Noon	14	10	1	0
7:00 PM	17	14	0	3
Sunday 11/20				
9:00 AM	14	10	0	5
Noon	13	15	0	3
7:00 PM	12	14	0	0
Monday 11/21				
9:00 AM	11	11	0	0
Noon	10	11	0	1
7:00 PM				
Tuesday 11/22				
9:00 AM	9	12	0	1
Noon	5	9	0	1
7:00 PM				

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: November 28, 2016
SUBJECT: Special Assessment Hearing – 435 Bernard



City of West St. Paul

BACKGROUND INFORMATION:

Per Minn. Stat. 463.15 – 463.251 the city demolished the hazardous building at 435 Bernard Street this past September; and per statues, the City is authorized to special assess the cost of the demolition plus attorney fees. The total cost to be assessed is \$27,157.03 as shown on the attached invoice.

This hearing was properly noticed in the official newspaper and a notice was sent to the property owner.

FISCAL IMPACT:

		Amount
Fund:	101	
Department:	30000	
Account:	36101	27,157.03

STAFF RECOMMENDATION:

Staff recommends holding the public hearing and considering adoption of the assessment for 435 Bernard Street.

City of West St Paul

1616 Humboldt Ave
West St Paul, MN 55118

Phone 651-552-4100 Fax 651-552-4190
www.ci.west-saint-paul.mn.us

Invoice

Date	Invoice #
11/10/2016	2016-0369

Bill To
Marcia LaCoare 435 Bernard St E West St Paul MN 55118

Description	Amount
demolition of home located at 435 Bernard St	23,759.07
attorney's fees	3,397.96
Subtotal	27,157.03
ANY AMOUNT SHOWN ON THIS BILL UNPAID BY THE DUE DATE OF DECEMBER 14, 2016 WILL BE CERTIFIED (WITH INTEREST) TO DAKOTA COUNTY FOR COLLECTION WITH YOUR PROPERTY TAXES	0.00
If not paid within 30 day 1.5% monthly interest will be applied	
Make all checks payable to: City of West St Paul 1616 Humboldt Ave West St Paul, MN 55118	Total \$27,157.03

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: November 28, 2016
SUBJECT: Award Sale of \$4,890,000 G.O. Street Improvement
Bonds, Series 2016B



City of West St. Paul

BACKGROUND INFORMATION:

On October 24, 2016, the Council authorized the solicitation of bids for the sale of \$4,890,000 General Obligation Street Reconstruction Bonds, Series 2016B. These bonds will be issued to finance the Robert Street Improvement project.

Ehlers & Associates will receive bids in their office on Monday, November 28, 2016. They will then perform the necessary financial analysis of the proposals to determine which to recommend to the Council. Their analysis will be available Monday night, and will include the repayment schedule. Because of the timing of the review process, the data will not be available until Monday evening for your action.

FISCAL IMPACT:

Bond Issue Costs:

		Amount
Fund:	336	
Department:	47000	
Account:	40625	\$108,000

STAFF RECOMMENDATION:

Approve sale of \$4,890,000 G.O. Street Reconstruction Bonds, 2016B.

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF THE
CITY OF WEST ST. PAUL, MINNESOTA

HELD: NOVEMBER 28, 2016

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of West St. Paul, Dakota County, Minnesota, was duly called and held at the City Hall on November 28, 2016, at 6:30 P.M., for the purpose of, in part, of authorizing the issuance and awarding the sale of \$4,890,000 General Obligation Street Reconstruction Bonds, Series 2016B.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF \$4,890,000 GENERAL OBLIGATION STREET RECONSTRUCTION BONDS, SERIES 2016B, AND LEVYING A TAX FOR THE PAYMENT THEREOF

A. WHEREAS, the City of West St. Paul, Minnesota (the "City"), has heretofore determined and declared that it is necessary and expedient to issue \$4,890,000 General Obligation Street Reconstruction Bonds, Series 2016B (the "Bonds" or individually, a "Bond"), pursuant to Minnesota Statutes, Chapter 475 and Section 475.58, Subdivision 3b, to finance street reconstruction improvements under the City's 2014 through 2018 Five-Year Street Reconstruction Overlay Plan adopted on April 14, 2014 (the "Improvements"); and

B. WHEREAS, on April 14, 2014, following duly published notice thereof, the Council held a public hearing on the issuance of approximately \$20,000,000 principal amount of bonds to finance the Improvements and all persons who wished to speak or provide written information relative to the public hearing were afforded an opportunity to do so; and

C. WHEREAS, no petition signed by voters equal to 5 percent of the votes cast in the City in the last municipal general election requesting a vote on the issuance of the street reconstruction bonds was filed with the City Manager within 30 days after the public hearing on April 14, 2014; and

D. WHEREAS, the Bonds, together with any outstanding bonds of the City that are subject to the City's net debt limit, do not exceed the City's net debt limit; and

E. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota

Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by Ehlers; and

F. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the City Manager, or designee, at the office of Ehlers, at 11:00 A.M. on the date hereof, pursuant to the Preliminary Official Statement for the Bonds, dated November 17, 2016; and

G. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West St. Paul, Minnesota, as follows:

1. Acceptance of Proposal. The proposal of _____ (the "Purchaser"), to purchase the Bonds, in accordance with the Preliminary Official Statement established for the Bonds, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$_____, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received, is hereby accepted and the Bonds are hereby awarded to the Purchaser. The Finance Director is directed to retain the deposit of the Purchaser and to forthwith return to the unsuccessful bidders their good faith checks or drafts.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated December 20, 2016, as the date of original issue, shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2018		2026	
2019		2027	
2020		2028	
2021		2029	
2022		2030	
2023		2031	
2024		2032	
2025			

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its

successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 10.

(d) Letter of Representations. The provisions in the Letter of Representation are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representation shall control.

3. Purpose. The Bonds shall provide funds to finance the Improvements. The total cost of the Improvements, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. Work on the Improvements shall proceed with due diligence to completion. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Improvements proceeds with due diligence to completion and that any and all permits and studies required under law for the Improvements are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2017, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2018		2026	
2019		2027	
2020		2028	
2021		2029	
2022		2030	
2023		2031	
2024		2032	
2025			

5. Optional Redemption. All Bonds maturing February 1, 2026 and thereafter shall be subject to redemption and prepayment at the option of the City on February 1, 2025, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part

of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

6. Bond Registrar. Bond Trust Services Corporation, in Roseville, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered Holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
DAKOTA COUNTY
CITY OF WEST ST. PAUL

R-_____ \$_____

GENERAL OBLIGATION STREET RECONSTRUCTION BOND, SERIES 2016B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	February 1,	December 20, 2016	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF WEST ST. PAUL, DAKOTA COUNTY, MINNESOTA (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, unless called for earlier redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2017, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and

surrender hereof at the principal office of Bond Trust Services Corporation, in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing February 1, 2026 and thereafter are subject to redemption and prepayment at the option of the Issuer on February 1, 2025, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$4,890,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on November 28, 2016 (the "Resolution"), for the purpose of providing money to finance street reconstruction improvements within the Issuer. This Bond is payable out of the General Obligation Street Reconstruction Bonds, Series 2016B Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the

principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of West St. Paul, Dakota County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its City Manager, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

December 20, 2016

Registrable by: BOND TRUST SERVICES CORPORATION

Payable at: BOND TRUST SERVICES CORPORATION

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

This Bond is one of the
Bonds described in the
Resolution mentioned
Within.

CITY OF WEST ST. PAUL,
DAKOTA COUNTY, MINNESOTA

/s/ Facsimile
Mayor

BOND TRUST SERVICES
CORPORATION
Roseville, Minnesota
Bond Registrar

/s/ Facsimile
City Manager

By: _____
Authorized Signature

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and City Manager and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on such Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of December 20, 2016. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Finance Director is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Finance Director to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Funds. There is hereby established a special fund to be designated the "General Obligation Street Reconstruction Bonds, Series 2016B Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained

in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. There shall be maintained in the Fund the following separate accounts.

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds and less any amount paid for the Bonds in excess of the minimum bid. From the Construction Account there shall be paid all costs and expenses of making the Improvements, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the Improvements there shall remain any unexpended balance in the Construction Account, the balance shall be transferred by the Council to the Debt Service Account.

(b) Debt Service Account. There are hereby irrevocably appropriated and pledged and shall be credited to the Debt Service Account: (i) all funds paid for the Bonds in excess of the minimum bid; (ii) all collections of taxes herein or hereafter levied for the payment of the Bonds; (iii) all funds remaining in the Construction Account after completion of the Improvements and payment of the costs thereof; (iv) all investment earnings on funds held in the Debt Service Account; and (v) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest on the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from the Debt Service Account as provided by law.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Construction Account shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Bonds there is hereby levied upon all of the taxable property in the City a direct

annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Years of Tax Levy</u>	<u>Years of Tax Collection</u>	<u>Amount</u>
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See Attached Tax Levy Schedule

The tax levies are such that if collected in full they will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

17. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

18. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and City Manager, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the

Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

19. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

20. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or five percent of the proceeds of the Bonds.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds and in all events within the period ending on the date which is the later of eighteen months after payment of the Reimbursement Expenditure or one year after the date on which the Project to which the Reimbursement Expenditure relates is first placed in service, but not more than three years after the date of the Reimbursement Expenditure.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

21. Certificate of Registration. The City Manager is hereby directed to file a certified copy of this resolution with the County Auditor of Dakota County, Minnesota, together with such other information as the Auditor shall require, and to obtain the County Auditor's certificate that the Bonds have been entered in the County Auditor's Bond Register.

22. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

23. Negative Covenant as to Use of Proceeds and Improvements. The City hereby covenants not to use the proceeds of the Bonds or to use the Improvements, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Improvements, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

24. Tax-Exempt Status of the Bonds; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (1) requirements relating to temporary periods for investments, (2) limitations on amounts invested at a yield greater than the yield on the Bonds, and (3) the rebate of excess investment earnings to the United States. The City expects to satisfy the 24-month expenditure exemption for gross proceeds of the Bonds as provided in Section 1.148-7(d)(1) of the Regulations. The Mayor and/or City Manager are hereby authorized and directed to make such elections as to

arbitrage and rebate matters relating to the Bonds as they deem necessary, appropriate or desirable in connection with the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the City.

25. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Bonds are issued after August 7, 1986;
- (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2016 will not exceed \$10,000,000;
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2016 have been designated for purposes of Section 265(b)(3) of the Code; and
- (f) the aggregate face amount of the Bonds does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

26. Official Statement. The Official Statement relating to the Bonds prepared and distributed by Ehlers is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

27. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Klein Bank, Chaska, Minnesota on the closing date for further distribution as directed by the City's financial advisor, Ehlers.

28. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

29. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF WEST ST. PAUL

I, the undersigned, being the duly qualified and acting City Manager of the City of West St. Paul, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as the minutes relate to considering proposals and awarding the competitive negotiated sale of \$4,890,000 General Obligation Street Reconstruction Bonds, Series 2016B.

WITNESS my hand on November 28, 2016.

City Manager

EXHIBIT A

PROPOSALS

[To be supplied by Ehlers & Associates, Inc.]

EXHIBIT B

T AX LEVY SCHEDULE

[To be supplied by Ehlers & Associates, Inc.]

STATE OF MINNESOTA
COUNTY OF DAKOTA

COUNTY AUDITOR'S CERTIFICATE
AS TO TAX LEVY AND REGISTRATION

I, the undersigned, being the duly qualified and acting County Auditor of Dakota County, Minnesota, DO HEREBY CERTIFY that on the date hereof, there was filed in my office a certified copy of a resolution adopted on November 28, 2016 by the City Council of the City of West St. Paul, Minnesota, authorizing the issuance of \$4,890,000 General Obligation Street Reconstruction Bonds, Series 2016B (the "Bonds"), and levying a tax for the payment thereof, together with full information regarding the Bonds for which the tax was levied; the Bonds have been entered in my Bond Register; and the tax levy required by law has been made.

WITNESS my hand and the seal of the County Auditor on _____, 2016.

County Auditor

(SEAL)

SIGNATURE AND NONLITIGATION CERTIFICATE

We, the undersigned, being respectively the duly qualified and acting Mayor and City Manager of the City of West St. Paul, Dakota County, Minnesota, DO HEREBY CERTIFY that we did, in our official capacities as such officers, sign our own proper names by facsimile signature, attested by the manual signature of a person or persons authorized on behalf of Bond Trust Services Corporation, in Roseville, Minnesota, duly designated by the City Council as Bond Registrar and authenticating agent (the "Registrar"), on the City's \$4,890,000 General Obligation Street Reconstruction Bonds, Series 2016B (the "Bonds"), dated December 20, 2016, as the date of original issue, and numbered from R-1 upward, each in the denomination equal to the total principal amount for the Bonds due on the specified maturity date therefor. The Bonds mature on February 1 in the years and amounts and bear interest until paid or discharged as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2018			2026		
2019			2027		
2020			2028		
2021			2029		
2022			2030		
2023			2031		
2024			2032		
2025					

WE FURTHER CERTIFY that the signature of Joan Carlson affixed hereto is the true and proper signature of the qualified Finance Director of the City.

WE FURTHER CERTIFY that we are now and were on the date of signing the Bonds, the duly qualified and acting officers therein indicated, and duly authorized to execute the same, and that the Bond Registrar has been duly authorized to act as agent of the City for purposes of authenticating the Bonds by one or more persons signing bonds on behalf of the Bond Registrar, and we hereby ratify, confirm, and adopt our facsimile signatures on the Bonds as the true and proper signatures for the execution thereof.

WE FURTHER CERTIFY that the Bonds have been in all respects duly executed for delivery pursuant to authority conferred upon us as such officers; and no obligations other than those above described have been issued pursuant to such authority, and that none of the proceedings or records which have been certified to the purchasers of the Bonds or the attorneys approving the same have been in any manner repealed, amended or changed, and that there has been no change in the financial condition of the City, or of the facts affecting the Bonds.

WE FURTHER CERTIFY that the Official Statement prepared for the issuance of the Bonds as of its date and the date hereof, did not and does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

WE FURTHER CERTIFY that there is no litigation pending or, to our knowledge, threatened questioning the organization or boundaries of the City, or the right of any of us to our respective offices, or in any manner questioning the right and power to execute and deliver the Bonds, or otherwise questioning the validity of the Bonds or the levy of taxes for the payment of the Bonds.

Dated: December 20, 2016.

CITY OF WEST ST. PAUL, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

By _____
Its Finance Director

FINANCE DIRECTOR'S RECEIPT

I, the undersigned, being the duly qualified and acting Finance Director of the City of West St. Paul, Minnesota, DO HEREBY CERTIFY AND ACKNOWLEDGE that on the date hereof, I received from _____, in _____, _____, the purchaser of \$4,890,000 General Obligation Street Reconstruction Bonds, Series 2016B, dated December 20, 2016, as the date of original issue, the purchase price thereof, \$_____ no interest having accrued to the date hereof and I thereupon deliver the Bonds to the purchaser.

Dated: December 20, 2016.

CITY OF WEST ST. PAUL, MINNESOTA

By _____
Its Finance Director

NONARBITRAGE CERTIFICATE

The undersigned are the duly qualified and acting Mayor, City Manager and Finance Director of the City of West St. Paul, Minnesota (the "Issuer"), charged, either alone or with others, with the responsibility of issuing the Issuer's \$4,890,000 General Obligation Street Reconstruction Bonds, Series 2016B, dated December 20, 2016, as the date of original issue (the "Bonds"). This Certificate is being executed in accordance with the income tax regulations relating to arbitrage bonds (the "Regulations") and may be relied upon as a certification under Section 1.148-2(b)(2) of the Regulations under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The undersigned, having made an investigation of the facts, circumstances and estimates pertaining to and in connection with the Bonds, hereby certify in good faith and reasonably expect as follows with respect to the Bonds:

1. Purpose; Statement. The proceeds of the Bonds will be used to finance street reconstruction improvements (the "Improvements"). As of the date hereof, all of the representations and statements of fact contained in the resolution adopted by the City Council on November 28, 2016 (the "Resolution"), relating to the Bonds are true and correct, and nothing has occurred between the date of adoption of the Resolution and the date hereof to cause any expectation or covenant stated in the Resolution to become unlikely or impossible of occurrence or performance, unreasonable or otherwise invalid.

2. Only Issue. No bonds (in addition to the Bonds) (i) are sold or are to be sold at substantially the time as the Bonds, (ii) are sold pursuant to the same plan of financing with the Bonds, and (iii) are reasonably expected to be paid from substantially the same source of funds as the Bonds will be paid.

3. Proceeds and Uses. The Bonds were delivered and paid for on the date of this Certificate. The total sale proceeds of the Bonds (i.e. the issue price of the Bonds or the offering price of the Bonds to the public) is \$_____, which together with accrued interest (\$_____) and earnings thereon (estimated to be \$_____), do not exceed the total of:

(a) \$_____, estimated total financeable costs of acquisition and betterment of the Improvements;

(b) \$_____, interest on the Bonds to be paid from Bond proceeds or earnings thereon;

(c) \$_____, representing unused bond discount and surplus funds will be returned to the Issuer and deposited in the Debt Service Account hereinafter described; and

(d) \$_____, expenses anticipated to be incurred in connection with the issuance of the Bonds, including Underwriting Compensation as defined below.

"Underwriting Compensation" is the difference between the amount paid by the underwriter in purchasing the Bonds from the Issuer and the issue price or reoffering price of the Bonds to the public.

4. Governmental Purposes; No Over-burdening of Tax-Exempt Market. The stated purposes of the Bonds are governmental purposes within the meaning of applicable law and regulations. The "Sale Proceeds" of the Bonds (i.e., the issue price of the Bonds less accrued interest), less any amounts used to pay issuance expenses, together with estimated earnings thereon, will not exceed the estimated dollar cost of financing and constructing the Improvements less all other funds to be expended for paying such costs.

5. Funds. The Bonds are payable from the General Obligation Street Reconstruction Bonds, Series 2016B Fund (the "Fund"), which contains a Construction Account (for the construction of the Improvements) and a Debt Service Account (for payment of debt service on the Bonds).

6. Construction Account: Time Test; Due Diligence Test; Expenditure Test.

(a) Costs of Construction and Issuance. The costs of constructing the Improvements and issuing the Bonds will be paid from the Construction Account. The Issuer reasonably expects to satisfy the time test, the due diligence test and the expenditure test as set forth below:

(i) Time Test. Substantial binding contracts or commitments for constructing the Improvements obligating the expenditure of not less than \$_____ (five percent of the Net Sale Proceeds (as defined below) of the Bonds) have heretofore been entered into or made or will be entered into or made within six months from the date hereof. "Net Sale Proceeds" is the issue price of the Bonds less the accrued interest and less any bond proceeds deposited in any reserve fund or account. All such contracts are, or will be, binding obligations of the Issuer.

(ii) Due Diligence Test. The acquisition and construction of the Improvements and the allocation of the Net Sale Proceeds of the Bonds to expenditures has proceeded and will continue to proceed with due diligence to completion. The Improvements are estimated to be completed by _____.

(iii) Expenditure Test. Any contract or commitment for the construction of the Improvements heretofore or hereafter executed has provided or will provide for the acquisition and construction of the Improvements in less than three years from the date hereof; and proceeds of the Bonds in an amount equal to at least eighty-five percent of the Net Sale Proceeds of the Bonds will be spent in paying the cost of the acquisition and construction of the Improvements within three years from the date hereof.

(b) Costs of Issuance. The costs of issuing the Bonds will be incurred and paid within three years from the date hereof. Any moneys remaining in the Construction Account after completion of the Improvements and payment of the costs of issuing the Bonds will be transferred to the Debt Service Account unless transferred to the fund of any other improvement as authorized by law.

(c) Investments. The Issuer shall not invest amounts in the Construction Account at a yield materially higher than the yield on the Bonds or in obligations exempt from federal income taxation under Section 103(a) of the Code if and to the extent moneys remain therein after the earlier of (i) construction of the Improvements is complete or, (ii) three years from the date

hereof.

7. Debt Service Account: Funding; Investment Covenants. The principal and interest on the Bonds are payable from the Debt Service Account. The Issuer has covenanted that any sums from time to time held in the Construction Account and the Debt Service Account (or any other account of the Issuer which will be used to pay debt service on the Bonds) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield (after taking into account all temporary periods) shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments. Besides the Debt Service Account, there is no other fund or account of cash or securities which the Issuer has set aside and expects to invest or maintain at a yield greater than the yield on the Bonds for the purpose of paying debt service on the Bonds.

8. Debt Service Account: Bona Fide Debt Service Fund; Minor Portion; Temporary Periods; Yield. The Debt Service Account serves two functions: (i) a bona fide debt service fund (within the meaning of Section 1.148-1(b) of the Regulations) which is used primarily to achieve a proper matching of revenues and principal and interest payments within each Bond Year and is depleted at least once each Bond Year except for a reasonable carryover amount not to exceed the greater of the earnings on the Debt Service Account for the immediately preceding Bond Year or one-twelfth of principal and interest payments on the Bonds for the immediately preceding Bond Year, and (ii) a sinking fund (within the meaning of Section 1.148-1(c)(2) of the Regulations), and each such function shall be treated for the purposes hereof as if it occurred in a separate account.

Amounts deposited in the Debt Service Account which are to be used to pay debt service on the Bonds within twelve months of their receipt by the Issuer (or which are a reasonable carryover amount with respect thereto) will be invested without regard to yield for a temporary period not longer than thirteen months. Receipts in the Debt Service Account which will not be used to pay debt service on the Bonds within thirteen months of their receipt (or which are not such a reasonable carryover amount) will be invested without regard to yield to the extent they do not exceed the "minor portion" of \$_____, which is an amount equal to the lesser of \$100,000 or five percent of the Sale Proceeds of the Bonds. Sale Proceeds of the Bonds are the issue price of the Bonds less accrued interest.

All receipts in the Debt Service Account may be invested without regard to yield for a temporary period of thirty days from receipt, and investment earnings on such sums may be invested without regard to yield for a longer temporary period of one year from receipt. Amounts not entitled to a temporary period or within said minor portion will not be invested at a yield which is materially higher than the yield on the Bonds, or will be invested without regard to yield in tax-exempt bonds as defined in Section 150(a)(6) of the Code, being obligations the interest on which is excluded from gross income under Section 103(a) of the Code.

9. Yield Determination; Materially Higher. The yield on the Bonds, based on their issue price being the initial offering price to the public (excluding bond houses and brokers), as shown in the Certificate of Purchaser, at which a substantial amount of the bonds (at least ten percent of each maturity of the Bonds, except as otherwise set forth in the Certificate of Purchaser) were sold has been calculated to be _____%; this yield on the Bonds will be

recalculated if and as required by the Code or the Regulations. A "materially higher" yield is defined at Section 1.148-2(d)(2) of the Regulations and is generally one-eighth of one percent (0.125%).

10. Rebate. The Issuer is subject to the rebate requirement imposed by §148(f) of the Code. The Issuer shall pay to the United States rebates of excess investment earnings in amounts at least equal to the amounts, and at times no later than the times, required by §148(f) of the Code and any Regulations promulgated thereunder.

In applying the rebate requirement the Issuer will not take into account any amount earned on a bona fide debt service fund (as described in paragraph 6), because (a) the Bonds are not private activity bonds, (b) the rates of interest on the Bonds do not vary during the term of the issue, and (c) the average maturity of the Bonds is at least five years. Though the Issuer may utilize a temporary period, as set forth in paragraph 6, the Issuer expects that the Debt Service Account will in fact function as a bona fide debt service fund.

The Issuer will purchase investments at fair market value and will avoid "prohibited payments" with respect to investments. The Issuer shall make determinations of the yield on the Bonds and the yield on investments within sixty days after the end of each fifth bond year and finally within sixty days of the final payment or redemption of the Bonds, and shall maintain records thereof until six years after the retirement of the last of the Bonds. If Regulations permit the Issuer to comply with the rebate requirement in a different manner, the Issuer may do so.

The Issuer need not rebate any earnings on "available construction proceeds" of the Bonds if all "available construction proceeds" are expended within two years of the date hereof. The Issuer expects to spend all such moneys within such period. The Bonds are entitled to an exception for rebate if all available construction proceeds are expended within two years of the date hereof because at least seventy-five percent of the available construction proceeds of the Bonds are to be used for construction expenditures with respect to property which is to be owned by a governmental unit or 501(c)(3) organization.

The Issuer expects to spend all such moneys for construction expenditures as follows:

- (a) not less than ten percent of the available construction proceeds will be spent for the governmental purpose of the Bonds within the six month period beginning on the date hereof; and
- (b) not less than forty-five percent of the available construction proceeds will be spent for such purposes within one year of the date hereof; and
- (c) not less than seventy-five percent of the available construction proceeds will be spent for such purposes within eighteen months of the date hereof; and
- (d) not less than one hundred percent of the available construction proceeds will be spent for such purposes within two years of the date hereof; provided that one hundred percent of the available construction proceeds shall be treated as spent if such requirement is met within the three year period beginning on the date hereof and if the expenditure requirement would have been met within the two year period but for the withholding of a reasonable retainage not

exceeding five percent of the available construction proceeds of the Bonds. The Issuer hereby declines to make, and does not make, an election of the application of §148(f)(4)(C)(vii) of the Code and the penalty it provides in lieu of rebate. The Issuer hereby declines to make, and does not make, an election to treat portions of the Bonds separately or any other elections with respect to the two year expenditure exception to rebate which are required to be made on or before the date the Bonds are issued.

"Available construction proceeds" includes an amount equal to the issue price of the Bonds, increased by earnings on the issue price, earnings on amounts in any reasonably required reserve or replacement fund, and earnings on the foregoing earnings, reduced by the amount of the issue price in any reasonably required reserve or replacement fund and the issuance costs financed by the issue.

Under §1.148-7(f)(2), the Issuer may elect on or before the date of issue, with respect to all of those two year expenditure requirements which are based on reasonable expectations, to apply them instead based on actual facts. The Issuer does not make this election.

For purposes of determining compliance with the spending as of the end of each of the first three six month spending periods, available construction proceeds includes the amount of future earnings that the Issuer reasonably expected as of the issue date. That amount is \$_____. For any later spending periods, future earnings must be estimated as of the end of the spending period.

§1.148-7(b)(4) provides a de minimis rule; any failure to satisfy the final spending requirement of the two year exception is disregarded if the Issuer exercises due diligence to complete the Project and the amount of the failure does not exceed the lesser of three percent of the issue price (\$_____) or \$250,000.

11. Intentional Acts. The Issuer shall not take any deliberate, intentional action after the date hereof to earn arbitrage profit except to the extent such action would not have caused the Bonds to be arbitrage bonds had it been reasonably expected on the date hereof.

12. Reimbursement Expenditures. \$_____ of the proceeds of the Bonds will be used to reimburse the Issuer for reimbursement expenditures. The official intent declaration of the Issuer was dated October 28, 2013.

13. Monitoring of Expenditures and Investments. The Issuer will monitor the investment of Bond proceeds to assure compliance with Section 148 of the Code, and the Issuer will consult with bond counsel periodically with regard to arbitrage issues and compliance.

14. Basis For Expectations. The facts and estimates on which the foregoing expectations are based are (a) the documents included in the "Bond Transcript" prepared for the Bond Closing, (b) all engineering and architectural estimates, drawings, reports and plans and specifications heretofore furnished the Issuer with respect to the Improvements, (c) all contracts, if any, heretofore executed for the acquisition and construction of the Improvements, (d) all expenditures which were heretofore made by the Issuer for the acquisition and construction of the Improvements and which are to be reimbursed out of the proceeds of the Bonds, and (e) such other facts and estimates, if any, as may be set forth in an Exhibit A attached hereto.

15. No Abusive Arbitrage Device. No "abusive arbitrage device" within the meaning of Section 1.148-10 of the Regulations is used in connection with the Bonds. No action relating to the Bonds has the effect of (a) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage and (b) overburdening the tax-exempt bond market.

16. Familiarity; Conclusion. We are generally familiar with the requirements of the Regulations, and nothing has been called to our attention to cause us to believe that the proceeds of the Bonds will be used in a manner which would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code.

17. No Other Facts. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances which would materially change the foregoing facts and conclusions.

Dated: December 20, 2016.

CITY OF WEST ST. PAUL, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

By _____
Its Finance Director

CERTIFICATE OF BOND REGISTRAR AND AUTHENTICATING AGENT

I, _____, do hereby certify that I am a _____, duly appointed and acting as such, of Bond Trust Services Corporation, Roseville, Minnesota (the "Bond Registrar") and that:

1. Pursuant to the authorization and direction of the City of West St. Paul, Minnesota (the "City"), certain of the authorized officers listed on the attached Exhibit A have on this day authenticated each of the \$4,890,000 General Obligation Street Reconstruction Bonds, Series 2016B (the "Bonds"), being in fully registered form in denominations equal to the total principal amount of the Bonds due on the specified maturity dates therefor and bearing the numbers of R-1 and upward; and have caused each Bond to be registered in the name of a "person" as defined in Section 1-201 of the Uniform Commercial Code, all in accordance with the provisions of the resolution adopted by the City Council on November 28, 2016 (the "Resolution").

2. The authorized officers who have signed the bonds have been duly authorized to sign said bonds on behalf of the Bond Registrar acting as authenticating agent.

3. To the best of our knowledge the provisions of any bond registrar's agreement to be entered into between the City and the Bond Registrar will not conflict with the provisions of the Resolution with respect to the duties and responsibilities of the Bond Registrar set forth therein.

4. The CUSIP (Committee of Uniform Securities Identification Procedure) number of the bond of the above referenced issue with the latest maturity is: _____.

Dated: December 20, 2016.

BOND TRUST SERVICES CORPORATION

By _____
Its Authorized Officer

CERTIFICATE OF PURCHASER

I, _____, do hereby certify that I am the duly qualified and acting _____ of _____, in _____, _____ (the "Purchaser"), and as such officer I do hereby further certify as follows:

1. The Purchaser is purchasing on the date hereof General Obligation Street Reconstruction Bonds, Series 2016B (the "Bonds") of the City of West St. Paul, Minnesota (the "Issuer").

2. The Purchaser hereby represents and certifies that each maturity of the Bonds has been the subject of a bona fide initial offering to the public (excluding bond houses, brokers, or similar person or organizations acting in the capacity of underwriters or wholesalers) and that the reasonably expected reoffering price of the Bonds to the public is \$_____, excluding accrued interest. Calculations of the issue price for each maturity are as shown on Exhibit A.

3. At least 10% of the principal amount of each maturity of the Bonds was sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at not greater than the respective initial reoffering prices set forth on Exhibit A, except for the Bonds maturing in the years ____, ____, and ____, due to _____[explanation for reasons these maturities did not sell at initial offering prices].

4. At the time the Purchaser agreed to purchase the Bonds, based upon the then prevailing market conditions, the Purchaser reasonably expected that at least 10% of the principal amount of each maturity of the Bonds would be sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at the yield or price and rate indicated on Exhibit A, and the Purchaser had no reason to believe that any of the Bonds would be sold to the public (excluding bond houses, brokers or other persons or organizations acting in the capacity as underwriters or wholesalers) at prices greater than such offering prices or yields lower than such offering yields, as the case may be, and that the initial offering price of each maturity of the Bonds to the public (excluding bond houses, brokers, or other persons or organizations acting in the capacity as underwriters or wholesalers) represented their fair market value.

5. This certificate is given as a representation of the Purchaser, and may be relied upon by the Issuer.

Dated: December 20, 2016.

By _____
Its _____

EXHIBIT A

<u>Maturity</u>	<u>Initial Offering Price*</u> <u>(Exclusive of Accrued Interest)</u>
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	

SUBTOTAL \$_____

PLUS ACCRUED
INTEREST**

ISSUE PRICE*
(AGGREGATE) \$_____

*Issue Price is the price to customers, and includes accrued interest.

**Assuming deliveries to customers on the date of delivery to the Purchaser by the Issuer.

CERTIFICATE OF MUNICIPAL ADVISOR

The undersigned, being duly authorized to execute this Certificate on behalf of Ehlers & Associates, Inc., in Roseville, Minnesota (the "Municipal Advisor"), DOES HEREBY CERTIFY:

1. We have served as the Municipal Advisor in connection with the sale of \$4,890,000 General Obligation Street Reconstruction Bonds, Series 2016B (the "Bonds") of the City of West St. Paul, Minnesota (the "Issuer"), dated December 20, 2016.

2. The information set forth in the resolution of the governing body of the Issuer, adopted on November 28, 2016, providing for the issuance of the Bonds, is true and correct in all respects.

3. We have examined the Nonarbitrage Certificate of even date herewith and hereby certify that we furnished the Issuer the information on which the Certificate has been based, that such information is to the best of our knowledge true and correct in all respects and that no matters have come to our attention which make unreasonable or incorrect the representations made in the Nonarbitrage Certificate.

4. We hereby certify that the following information is true and correct and is furnished for the exclusive purpose of completing Form 8038-G, Information Return for Tax-Exempt Governmental Obligations ("Form 8038-G"), for the Bonds issued by the Issuer:

(a) the Issuer's federal employer identification number (EIN) is 41-6005639;

(b) the weighted average maturity based on the issue price of each maturity of the Bonds and from their date of issue (not based on the face amount of the Bonds or from their dated date) is _____ years; and

(c) the yield on the Bonds to maturity, based on the information supplied by the Purchaser in the Certificate of Purchaser _____%.

Dated: December 20, 2016.

EHLERS & ASSOCIATES, INC.

By _____
Its _____

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Disclosure Undertaking") is executed and delivered by the City of West St. Paul, Minnesota (the "Issuer"), in connection with the issuance of its \$4,890,000 General Obligation Street Reconstruction Bonds, Series 2016B (the "Bonds"). The Bonds are being issued pursuant to a Resolution adopted on November 28, 2016 (the "Resolution"). Pursuant to the Resolution and this Undertaking, the Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the Issuer for the benefit of the Owners and in order to assist the Participating Underwriters in complying with SEC Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any annual financial information provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Undertaking.

"Audited Financial Statements" shall mean the financial statements of the Issuer audited annually by an independent certified public accounting firm, prepared pursuant to generally accepted accounting principles promulgated by the Financial Accounting Standards Board, modified by governmental accounting standards promulgated by the Government Accounting Standards Board.

"Dissemination Agent" shall mean such party from time to time designated in writing by the Issuer to act as information dissemination agent and which has filed with the Issuer a written acceptance of such designation.

"Fiscal Year" shall be the fiscal year of the Issuer.

"Governing Body" shall, with respect to the Bonds, have the meaning given that term in Minnesota Statutes, Section 475.51, Subdivision 9.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Occurrence(s)" shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

"Official Statement" shall be the Official Statement dated November 17, 2016, prepared in connection with the Bonds.

"Owners" shall mean the registered holders and, if not the same, the beneficial owners of any Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Resolution" shall mean the resolution or resolutions adopted by the Governing Body of the Issuer providing for, and authorizing the issuance of, the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time or interpreted by the Securities and Exchange Commission.

SECTION 3. Provision of Annual Reports.

A. Beginning in connection with the Fiscal Year ending on December 31, 2016, the Issuer shall, or shall cause the Dissemination Agent to, as soon as available, but in any event not later than December 31, 2017, and by December 31 of each year thereafter, provide to the MSRB by filing at www.emma.msrb.org, together with such identifying information as prescribed by the MSRB, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking.

B. If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection A, the Issuer shall send a notice of such delay and estimated date of delivery to the MSRB.

SECTION 4. Content and Format of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the financial information and operating data pertaining to the Issuer listed below as of the end of the preceding Fiscal Year. The Annual Report may be submitted to the MSRB as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Disclosure Undertaking.

The following financial information and operating data shall be supplied:

A. An update of the operating and financial data of the type of information contained in the Official Statement under the captions: Current Property Valuations; Direct Debt; Tax Levies and Collections; Population Trend; and Employment/Unemployment Data.

B. Audited Financial Statements of the Issuer. The Audited Financial Statements of the Issuer may be submitted to the MSRB separately from the balance of the Annual Report. In the event Audited Financial Statements of the Issuer are not available on or before the date for filing the Annual Report with the MSRB as set forth in Section 3.A. above, unaudited financial statements shall be provided as part of the Annual Report. The accounting principles pursuant to which the financial statements will be prepared will be pursuant to generally accepted accounting principles promulgated by the Financial Accounting Standards Board, as such principles are modified by the governmental accounting standards promulgated by the Government Accounting Standards Board, as in effect from time to time. If Audited Financial Statements are not provided because they are not available on or before the date for filing the Annual Report, the Issuer shall promptly provide them to the MSRB when available.

SECTION 5. Reporting of Significant Events. This Section 5 shall govern the giving of notices of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;

- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

Whenever an event listed above has occurred, the Issuer shall promptly, which may not be in excess of the ten (10) business days after the Occurrence, file a notice of such Occurrence with the MSRB, by filing at www.emma.msrb.org, together with such identifying information as prescribed by the MSRB.

The Issuer agrees to provide or cause to be provided, in a timely manner, to the MSRB notice of a failure by the Issuer to provide the Annual Reports described in Section 4.

SECTION 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the Issuer may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, if (a) a change in law or change in the ordinary business or operation of the Issuer has occurred, (b) such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official

interpretation of the Rule, and (c) such amendment or waiver is supported by an opinion of counsel expert in federal securities laws to the effect that such amendment or waiver would not materially impair the interests of Owners.

SECTION 9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of an Occurrence, in addition to that which is required by this Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of an Occurrence in addition to that which is specifically required by this Disclosure Undertaking, the Issuer shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of an Occurrence.

SECTION 10. Default. In the event of a failure of the Issuer to provide information required by this Disclosure Undertaking, any Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations to provide information under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Undertaking in the event of any failure of the Issuer to comply with this Disclosure Undertaking shall be an action to compel performance.

SECTION 11. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriters and Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 12. Reserved Rights. The Issuer reserves the right to discontinue providing any information required under the Rule if a final determination should be made by a court of competent jurisdiction that the Rule is invalid or otherwise unlawful or, subject to the provisions of Section 8 hereof, to modify the undertaking under this Disclosure Undertaking if the Issuer determines that such modification is required by the Rule or by a court of competent jurisdiction.

Dated: December 20, 2016.

CITY OF WEST ST. PAUL, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Ross Beckwith, PW & Parks Dir./City Engineer
DATE: November 28, 2016
SUBJECT: Order Improvement and Authorize Preparation of Plans & Specifications for Edgewood Lane as part of 2017 Street Improvements – Project #17-1



City of West St. Paul

BACKGROUND INFORMATION:

The City Council held a public hearing on October 24 for the 2017 Street Improvement Project, City Project 17-1. At the close of the hearing City Council postponed the ordering of plans and specifications for Edgewood Lane from Charlton Street to the east end, to be discussed again on November 28, 2016.

The questions to be further discussed included whether or not to reconstruct the street, possible widths, alignment within the right-of-way and gravel versus asphalt. The question also came up as to what the minimum acceptable width of a road the Fire Department allowed. Their minimum width is 20 feet. They also have minimums for cul-de-sacs and hammer head turnarounds, one of which would be needed. Design would be required to determine the best fit turnaround style given the existing right-of-way. Since the public hearing, staff has supplied topographic layouts of Edgewood Lane to a resident as requested. Staff has also received letters from three property owners on Edgewood Lane in regards to a reconstruction project, which are attached.

In addition to the road and storm sewer needs, the existing watermain on Edgewood Lane was constructed in 1972, with an extension of the main in 2000. St. Paul Regional Water Service (SPRWS) has replacement of this line on their list of high priorities. Part of the reason is that the Edgewood Lane watermain is not looped right now, it comes in via Sherwood Court. With Charlton Street also under reconstruction, SPRWS would be able to install new watermain and have a looped system (Charlton – Edgewood - Sherwood - Charlton). Also, with Charlton Street under construction next year it would be an ideal time to reconstruct Edgewood Lane.

Options for Edgewood Lane include:

1. Construct a bituminous roadway with concrete curb and gutter, storm sewer and a turnaround at the end of the road. Keep the new road over the footprint of the existing roadway, versus centering it in the right-of-way. This will minimize impacts to trees and shrubs.

2. Construct a gravel roadway with ditches and a turnaround at the end of the road. The construction of ditches would have a larger footprint (bigger impact to trees) than a paved road with curb and gutter.
3. Turn the road over to the homeowners to privately maintain.
4. Do nothing and continue with status quo.

Even though the Fire Department would allow for a narrower road, the recommendation is to construct a 24-foot bituminous roadway with concrete curb and gutter and a turnaround. A 20-foot roadway is really the width of one lane of traffic and a shoulder. This is a public street, not a driveway, and would be the same width as Oakview Road to the north at 24-feet. Bringing this road up to standards will decrease on-going maintenance, improve storm water runoff and provide a turnaround for emergency and service vehicles. A 24-foot wide roadway would require *No Parking* on both sides of the street, however the current width is 24 feet or less so there should not be parking out there today anyway.

In order to stay on schedule to bid these projects in February, it is critical that the preparation of plans and specifications be ordered at this time so Bolton & Menk can begin design immediately.

FISCAL IMPACT:

The current Special Assessment Policy assesses the street improvement areas at 25% of the total project cost on a per foot basis. The costs for water main and sanitary sewer repair are not part of the assessment amount. Assessments for Edgewood Lane total \$110,916.

The preliminary total project cost for Edgewood Lane is \$631,000. New water main is estimated at \$122,000 which the City will be reimbursed for by SPRWS. Therefore, the current CIP amount is \$509,000 for this project.

		Amount
Fund:	402	\$509,000
Department:	43121	
Account:		\$509,000

STAFF RECOMMENDATION:

Staff is recommending that the City Council adopt the attached resolution authorizing the preparation of plans and specifications for Edgewood Lane as stated in Option #1, at a width of 24 feet, as part of the 2017 Street Improvement Project 17-1.

Attachment: 1. Resident Letters

November 17, 2016

City of West Saint Paul
Engineering Department
Attn: Ross Beckwith
1616 Humboldt Avenue
West Saint Paul, MN 55118

RE: Edgewood Lane improvement project

Dear Mr. Beckwith:

We purchased land on Edgewood lane at the beginning of January 2016, knowing that on September 28, 2015, the majority of property owners on Edgewood lane voted in favor of an improvement project for Edgewood Lane that included a paved roadway. Our understanding was that a paved road was going to be constructed by the City, it was just a matter of delaying the project from the Spring of 2016 to the Spring of 2017.

We were made aware about a month ago that the City reopened discussions about the roadway. This obviously causes us great concern. We would not have purchased our lot or built on Edgewood if we thought the road was not going to be reconstructed as a 24-foot-wide paved road. The street is in a decrepit condition and is in desperate need of improvements. It is extremely unsafe for all emergency vehicles and storm water runoff. The much needed improvement on the road will make the roadway safe and will require substantially less maintenance in the years to come. We strongly support the reconstruction project of Edgewood lane and hope that the city council will move forward with it on November 28th, 2016 as previously planned.

Sincerely,



Matthew and Courtney Poepf
257 Edgewood Lane
West Saint Paul, 55118

cc: John Bellows and David Napier

November 17,2016

To: City of West Saint Paul
Engineering Department
Attention: Ross Beckwith
CC:Jay Bellows
CC: David Napier
1616 Humboldt Avenue
West Saint Paul, Mn 55118

From: Ron and Pam Iverson
246 Oakview Road
West Saint Paul, Mn 55118
612-363-0576
rciverson@gmail.com

On September 28,2015 the majority of property owners on Edgewood lane were in favor of an improvement project for Edgewood Lane. Specifically 7 of 12 landowners favored option 1 which was paving a decreased width of 24 feet . This project was approved to proceed for engineering for the 2016 construction season. The project was delayed along with all other street projects until 2017.

It is an important project to complete as per the original approval. The current condition of the roadway is unsafe for emergency vehicles and stormwater runoff. We strongly support the reconstruction project of Edgewood lane and hope that the city council will move forward on November 28th, 2016 without delay.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron & Pam Iverson". The signature is written in a cursive, flowing style.

Ron and Pam Iverson

November 22, 2016

To: City of West Saint Paul
Engineering Department
Attention: Ross Beckwith
CC: Jay Bellows
CC: David Napier
CC: David Meisinger
1616 Humboldt Avenue
West Saint Paul, MN 55118

From: Scott J Hughes
315 Edgewood Ln
West Saint Paul, MN 55118
651-283-1888
Sjhughes3@gmail.com

Dear Mayor and Council Members,

I am writing in regards to the potential Edgewood Ln street project improvements that are up for consideration for the 2017 construction season. The project was approved for the 2016 season and then delayed along with other projects. I voted in favor for this improvement based on the severely eroded street condition and drainage issues. I am on the corner of Charlton Street so the runoff pond is the collection point for everything that erodes away during the year. Oakview Road is a prime example of what this street could look like with the 24 foot roadway that would keep the charm and add necessary safety to our street.

West Saint Paul has made great strides in improving the area and I am very grateful for the direction the council is taking us. I plan to live at the residence for a long time and I am hoping that we can extend these improvements to Edgewood Ln. With the Charlton Street project taking place in 2017 it would make economic sense to include this project at the same time while keeping neighborhood disruption to a minimum with only one construction period.

Please take this into consideration when considering this project for the 2017 season on November 28th as I am strongly in favor for this improvement to our area.

Sincerely,



Scott J Hughes

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 16-__

ORDERING IMPROVEMENT AND PREPARATION OF PLANS
2017 STREET IMPROVEMENTS PROJECT NO. 17-1

WHEREAS, a resolution of the City Council adopted on September 26, 2016 fixed a date for a Council hearing on the proposed improvements of Edgewood Lane from Charlton St. to the east end by street reconstruction and utility improvements, pursuant to Minnesota Statutes, Sections 429.011 to 429.111; and

WHEREAS, ten days mailed notice and two weeks published notice of the hearing was given, and the hearing was held thereon on the 24th day of October, 2016 at which all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, City Council postponed a decision on this project to the November 28, 2106 City Council meeting to allow more time for options to be reviewed.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST ST. PAUL, MINNESOTA:

1. Such improvement is necessary, cost-effective and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the council resolution adopted the 28th day of November, 2016.
3. The City Engineer is hereby designated as the engineer for this improvement. The engineer along with the project consultant from Bolton & Menk shall prepare plans and specification for the making of such improvement.

Adopted by the City Council of the City of West St. Paul the 28th day of November, 2016.

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Ross Beckwith, PW & Parks Dir./City Engineer
DATE: November 28, 2016
SUBJECT: Order Bidwell Street Sidewalk as part of the 2017 Street Improvement Project #17-1



City of West St. Paul

BACKGROUND INFORMATION:

The City Council held a public hearing on October 24 for the 2017 Street Improvement Project, City Project 17-1. Bidwell Street, from Marie Avenue to Crusader Avenue, was ordered for reconstruction. However, no formal decision was made on whether or not to install a concrete sidewalk in the boulevard.

On October 28, 2016 staff did a pedestrian count on this section of Bidwell Street. Between 7am and 9am there were 11 pedestrians who walked on the street. Between noon and 1pm there were 11 pedestrians who walked on the street. These are fairly good number for only 3 hours of monitoring.

This street is identified as a sidewalk corridor under the City's Bicycle and Pedestrian Plan. With the street reconstruction project happening in 2017 this is the most economical time to install a concrete sidewalk. Both the east and west sides were looked at from an engineering standpoint assuming a 4-foot boulevard and 5-foot concrete sidewalk. Based on the existing terrain and trees, the west side of Bidwell would be less expensive to install a walk on; but would still have impacts to trees. Attached are photos off the west side of Bidwell Street.

In order to reduce impacts to existing landscaping and trees, an alternative would be to narrow the roadway (currently 34 feet wide) to 30 feet. The existing west curb line would be moved 4 feet east. This width decrease would require No Parking to be posted on one side of the street. Since there are currently three long driveways on the west side of Bidwell Street, and four shorter driveways on the east side, posting *No Parking* on the west side would be the logical side.

To summarize, there are three options being looked at:

Option 1:

- Install at 4-foot boulevard and 5-foot concrete sidewalk on the west side of Bidwell Street. Reduce the width of Bidwell Street by 4-feet (pull the west curb line in) and post *No Parking* on that side.

Option 2:

- Install a 4-foot boulevard and 5-foot concrete sidewalk on the west side of Bidwell Street in the existing boulevard.

Option 3:

- Do not install any concrete sidewalk on Bidwell.

A sidewalk on Bidwell Street will immediately tie into Marie Avenue's trail and bicycle lanes. The City's Bicycle and Pedestrian Plan also shows a future walk on Crusader Avenue from Bidwell Street to Robert Street. Based on the condition of Crusader Avenue it is likely to be recommended for reconstruction in the next few years. Installing a sidewalk on Bidwell Street in 2017 would be setting up Crusader Avenue for a connection to Robert Street in the near future.

Staff's recommendation is Option 1. This is a great compromise to minimize impacts to existing established boulevards while building a network of safe sidewalks for kids and pedestrians. In order to stay on schedule it is critical that the sidewalk issue be decided so Bolton & Menk can begin design immediately.

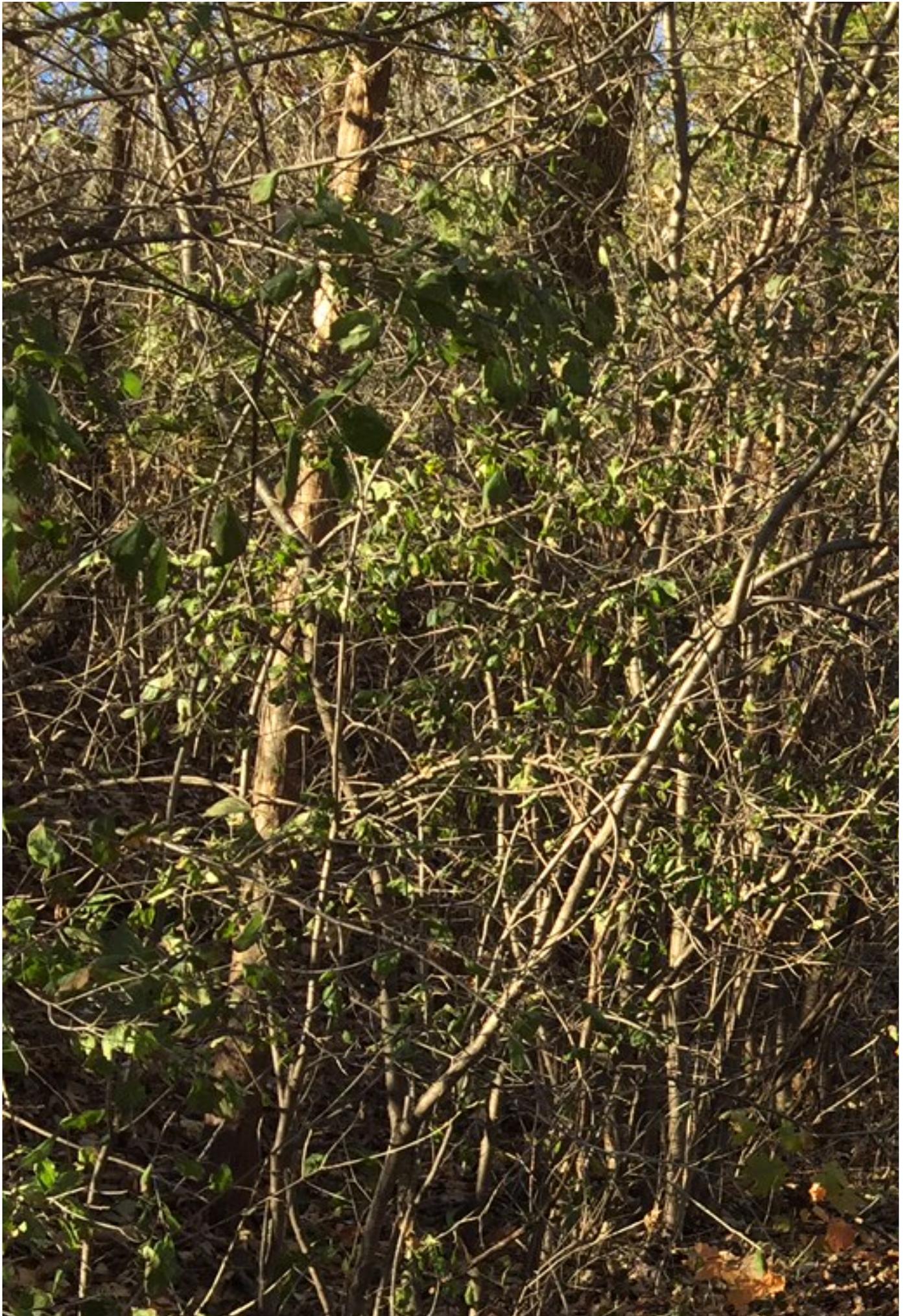
FISCAL IMPACT:

The Feasibility study included costs for sidewalk on one side of Bidwell Street. The cost of sidewalks were not included as part of the assessed cost of this project.

STAFF RECOMMENDATION:

Staff is recommending that the City Council authorize the design and construction of a concrete sidewalk on the west side of Bidwell Street and narrowing Bidwell Street (Option 1 above) as part of the 2017 Street Improvement Project 17-1.

Attachments: 1. Bidwell Street Boulevard (west side) Photos (3)







ORDINANCE NO. _____
CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

**AN ORDINANCE AMENDING TITLE IX OF THE WEST ST. PAUL CITY CODE
REGARDING PREDATORY OFFENDERS**

The City Council of West St. Paul does ordain:

SECTION 1. West St. Paul City Code Title IX is hereby amended by adding Section 97 as follows:

TITLE IX
GENERAL REGULATIONS
SECTION 97
PREDATORY OFFENDERS

§ 97.01 FINDINGS AND INTENT

(A) Repeat predatory offenders, predatory offenders who use physical violence and predatory offenders who prey on children and vulnerable individuals are predators who present a threat to the public safety. Predatory offenders are likely to use physical violence or force and to repeat their offenses. Most predatory offenders commit many offenses, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes. Moreover, predatory offenders often learn and evolve as they commit additional offenses, thereby making detection of their unlawfulness more difficult for authorities. This makes the cost of predatory offender victimization to society at large, while incalculable, clearly exorbitant.

(B) It is the intent of this chapter to serve the city's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the city by creating areas around locations where children and vulnerable individuals regularly congregate wherein certain predatory offenders are prohibited from establishing a primary or secondary address.

§ 97.02 DEFINITIONS

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Predatory offender means any person who is required to register as a predatory offender under Minn. Stat. § 243.166, or has been convicted of a designated sexual offense, regardless of whether the adjudication has been withheld, in which the victim of the offense was less than sixteen (16) years of age. However, the terms do not include persons required to register based solely on a delinquency adjudication.

Designated sexual offense means a conviction, adjudication of delinquency, commitment under Minnesota statutes chapter 253B, or admission of guilt under oath without adjudication involving any of the following offenses: Minn. Stat. §§ 609.342, 609.343, 609.344, 609.345, 609.352, 609.365, 617.23, 617.246, 617.247, 617.293, successor statutes, or a similar offense from another state.

Primary address means the mailing address of the person's dwelling. If the mailing address is different from the actual location of the dwelling, primary address also includes the physical location of the dwelling described with as much specificity as possible.

Secondary address means the mailing address of any place where the person regularly or occasionally stays overnight when not staying at the person's primary address. If the mailing address is different from the actual location of the place, secondary address also includes the physical location of the place described with as much specificity as possible. However, the location of a supervised publicly or privately operated shelter or facility designated to provide temporary living accommodations for homeless individuals as defined in Minn. Stat. § 116L.361, subd. 5, does not constitute a secondary address.

§ 97.03 RESIDENCE PROHIBITION; PENALTIES; EXCEPTIONS

(A) *Prohibited Location Of Residence*: It is unlawful for any designated offender to establish a primary address or secondary address within one thousand two hundred feet (1,200') of any of the following places:

- (1) Public or private school;
- (2) Licensed child care facilities; or
- (3) State Licensed Residential Care Facilities or Registered Housing with Services Establishments.

(B) *Prohibited Activity*: It is unlawful for any designated offender to participate in a holiday event involving children under eighteen (18) years of age, such as distributing candy or other items to children on Halloween, wearing a Santa Claus costume on or preceding Christmas, or wearing an Easter bunny costume on or preceding Easter. Holiday events in which the offender is the parent or guardian of the children involved, and no non-familial children are present, are exempt from this subsection.

(C) *Measurement Of Distance*:

- (1) For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the primary address or secondary address to the nearest outer property line of the places identified in subsection 97.03 (A).

(2) The city clerk shall maintain an official map showing prohibited locations as defined by this chapter. The clerk shall update the map at least annually to reflect any changes in the location of prohibited zones.

(D) *Penalties*: Any person violating any provision of this chapter shall be guilty of a misdemeanor or administrative citation and shall be punished as provided in this code. Each day a person maintains a residence in violation of this chapter constitutes a separate violation.

(E) *Exceptions*: A predatory offender residing within a prohibited area as described in subsection (A) of this section does not commit a violation of this section if any of the following applies:

(1) The person established the primary address or secondary address and reported and registered the residence pursuant to Minn. Stat. §§ 243.166, 243.167, or successor statute, prior to December 18, 2016.

(2) The person was a minor when he/she committed the offense and was not convicted as an adult.

(3) The person is a minor.

(4) The school, licensed child care facility, state licensed residential care facilities or registered housing with services establishment within one thousand two hundred feet (1,200') of the person's primary address or secondary address was opened after the person established the primary address or secondary address and reported and registered the residence pursuant to Minn. Stat. §§ 243.166 or 243.167.

(5) The residence is also the primary address and secondary address of the person's parents, grandparents, adult children, or spouse.

§ 97.04 RENTING REAL PROPERTY; PENALTIES

(A) It is unlawful to let or rent any place, structure, or part thereof, trailer or other conveyance, with the knowledge that it will be used as a primary address or secondary address by any person prohibited from establishing such primary address or secondary address pursuant to this chapter, if such place, structure, or part thereof, trailer or other conveyance, is located within a prohibited location zone described in subsection 97.03 (A) of this chapter.

(B) A property owner's failure to comply with provisions of this section shall constitute a violation of this section.

(C) If a property owner discovers or is informed that a tenant is a designated offender after signing a lease or otherwise agreeing to let the offender reside on the property, the owner or property manager may evict the offender.

§ 97.05 SEVERABILITY

Should any section, subdivision, clause or other provision of this chapter be held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of this chapter as a whole, or of any part thereof, other than the part held to be invalid.

SECTION 4. SUMMARY PUBLICATION. Pursuant to Minn. Stat. § 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The ordinance would prevent any new predatory offenders from establishing a residence in the City that is within 1,200 feet of schools, licensed day cares, state licensed residential care facilities and registered housing with services establishments in order to protect children and vulnerable individuals. The ordinance would not apply to predatory offenders who have legally established residence in the community as of the date of the publication of the ordinance.

SECTION 5. 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:

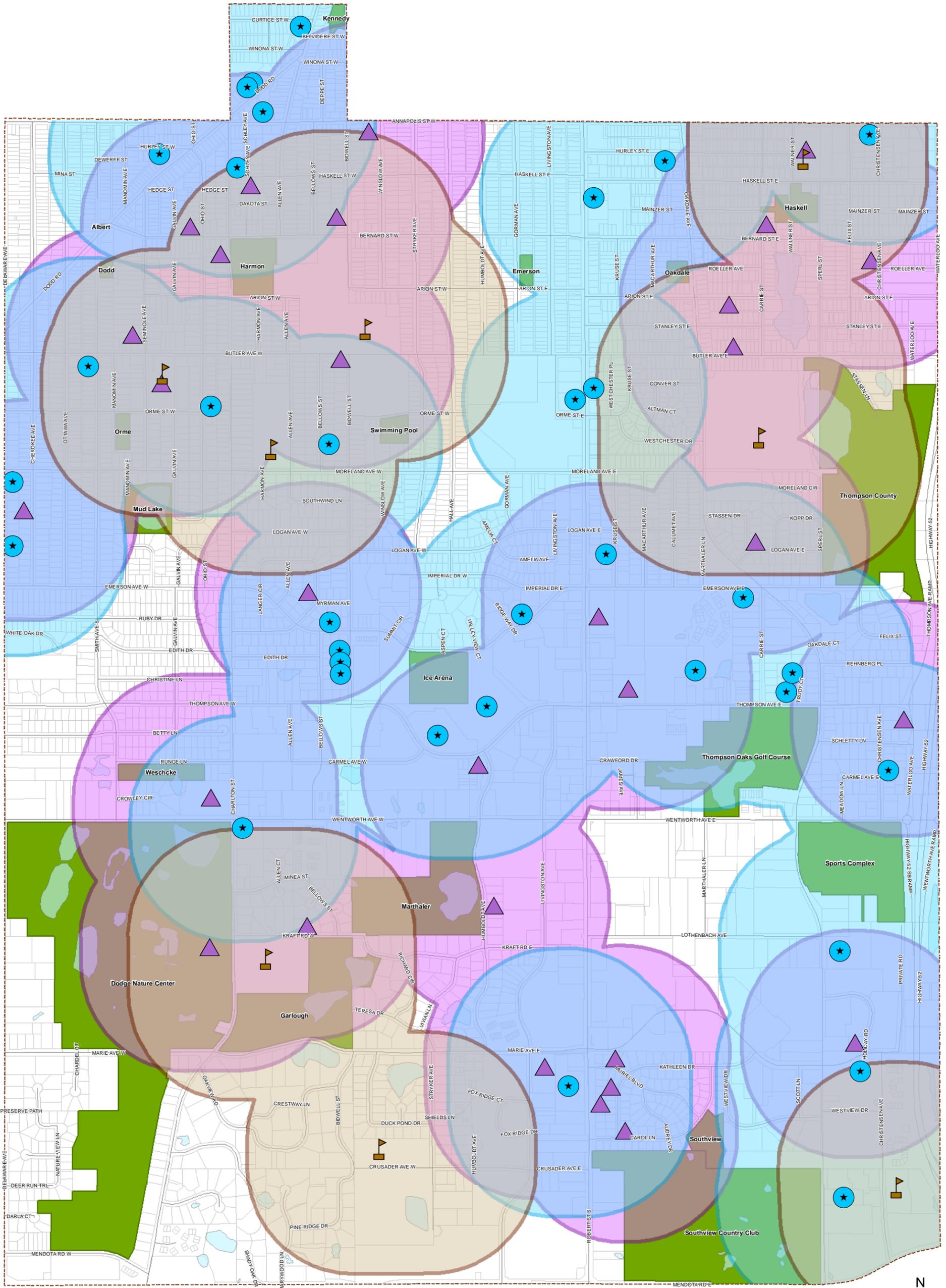
Nays:

Attest:

David Meisinger, Mayor

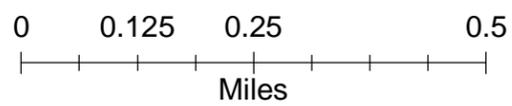
Chantal Doriott, City Clerk

Schools, Daycare Facilities and Group Homes with 1200' Merged Buffers



Legend

-  Schools
-  Group Homes
-  Daycare Facilities
-  School Grounds - 1,200' Merged Buffer
-  Group Homes - 1,200' Merged Buffer
-  Daycare Facilities - 1,200' Merged Buffer



Map dated November 2016.
Prepared for the
West St. Paul Police Department
by the Dakota County Office of GIS.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: November 28, 2016
SUBJECT: Predatory Offender Ordinance, First Reading



City of West St. Paul

BACKGROUND INFORMATION:

There are many forces at work changing the demographics and character of our community. Some of these forces are intentional such as the Council's desire to establish a business and residential growth direction. Others are more subtle to include the fluidity of businesses and retailers at any one time within the City, as well as families deciding to move to the city because of what it has to offer. Most changes occur gradually and people barely notice. However, there are other forces which occur more rapidly and tend to change neighborhood character overnight. Some of these forces include Group Residential Housing (GRH) and predatory offenders.

The Council and staff have been hard at work dealing with the growing number of GRH units within the City and the adverse impact some of these units have. However, repeat predatory offenders, predatory offenders who use physical violence and predatory offenders who prey on children and vulnerable individuals pose a very real threat to public safety.

Large and rapid influxes of predatory offenders create a unique challenge for a police department and can quickly degrade a community's sense of safety. Predatory offenders are likely to use physical violence or force and to repeat their offenses. Most predatory offenders commit many offenses, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes. Moreover, predatory offenders often learn and evolve as they commit additional offenses, thereby making detection of their unlawfulness more difficult for authorities.

Our sister city, South St. Paul, is going through a rapid influx of predatory offenders which continues to adversely impact their community and will be consuming valuable police resources in the foreseeable future in order to monitor these offenders and counter the lost sense of safety their residents once felt.

Many other communities, including West St. Paul, are beginning to experience a similar trend. I am very concerned about what is on the horizon when the state begins to deinstitutionalize those offenders currently being held in confinement at St. Peter and other similar state institutions.

One method to minimize the potential adverse impact of predatory offenders is to adopt an ordinance regulating where they may reside in the City. Regulating use is a common and standard method for cities to control and guide growth. More

importantly, we have a responsibility to safeguard our citizens, especially those most vulnerable to being victimized.

Attached is a draft ordinance for the Council’s consideration. In sum, the draft ordinance is rather straightforward in that it simply establishes a safe-zone around those institutions where potential victims are likely to congregate and restricts predatory offenders from living close by. There are three types of institutions articulated in the ordinance are:

1. Public or private schools;
2. Licensed child care facilities; and
3. State Licensed Residential Care Facilities or Registered Housing with Services Establishments.

I considered varying distances including 1,000, 1,500 and 2,000 feet and found 1,200 feet to be a good balance in protecting the public’s interest while still allowing areas where predatory offenders may reside. An overly restrictive ordinance would invite scrutiny and possibly be struck down in a court challenge.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		\$0

STAFF RECOMMENDATION:

With this being the first reading of the draft ordinance, offering any suggestions or comments to staff. If the ordinance is acceptable to the Council, request staff to place the ordinance on the Council’s December 12th agenda for a second reading (public hearing).

TO: Mayor and City Council
FROM: Matt Fulton, City Manager
DATE: November 28 , 2016
SUBJECT: City Legal Services Contract



BACKGROUND INFORMATION : The legal services agreement with LeVander, Gillen, and Miller expires at the end of 2016. This agreement provides for legal services covering civil, criminal prosecution, economic development, and developer pass-through representation.. LeVander, Gillen, and Miller has provided legal services to the City since 1994 for civil services and 1995 for criminal services.

DISCUSSION : Legal services are an essential need within the City's organizational operation. It has also become an increasingly expensive service. With prosecution services, significant shifts in responsibility within the Court structure has resulted in added burden and costs for legal services. Increased reliance on legal opinions and assistance with the myriad of civil activities going on in the community has also placed pressure on the legal services budget. The proposed 2017 budget for legal services is \$354,000.

Legal services have not been publicly bid since the commencement of the contract with LeVander, Gillen, and Miller. However, there is great value in the continuity of services and institutional knowledge and the law firm continues to provide strong and solid service to the City. In addition, because LeVander, Gillen, and Miller serve adjacent communities including South St Paul, Inver Grove Heights, and Cottage Grove, there are built-in efficiencies on regional issues that impact all communities. Going out for bids might save the City some money, at least on the short term, but it would come at the expense of historical knowledge and understanding relationships/personalities. Going out for bids is an option the Council could consider if it thinks it is in the City's best interest.

Discussions regarding a renewed contract have ensued over the past couple of months and have resulted in the following proposed five year contract renewal. (2017-2021).

The proposal includes:

- The hourly rates for civil work remain the same as they are today through 2019, increasing by \$5/hour for the last 2 years, except for developer pass-through, which would remain the same as shown below.
- The hourly rate for criminal legal work would actually decrease by \$10/hour for the duration of the contract for attorney and paralegal work and be capped at \$230,000/year. There is currently no cap on criminal prosecution costs. The proposed cap does not include criminal matters that are appealed to an appellate Court.
- Continue \$2,000 monthly retainer which would cover:
 - Provide routine legal advice, consultation and opinions to the City Council and City Manager.
 - Attend City Council meetings and work sessions.
 - Monitor pending and current State/Federal legislation and case law as appropriate.
 - Prepare legal services budget and quarterly reports.

Note: Currently, work sessions are billed outside of the retainer. Routine discussions with other City staff are currently included in the retainer, except when related to a project. EDA meetings would not be included within the retainer.

Year	Description of Work	Current Rate	Proposed Rate
2017-2019	Retainer	\$2,000	\$2,000
	Civil Legal Representation	\$135/hour attorneys	\$135/hour attorneys
		\$95/hour paralegals	\$95/hour paralegals
	Criminal Capped at \$230,000	\$120/hour attorneys	\$110/hour attorneys
		\$90/hour paralegals	\$80/hour paralegals
	Developer Pass Through	\$210/hour attorney \$130/hour paralegal	\$210/hour attorney \$130/hour paralegal
Year	Description of Work	Proposed Rate	
2020-2021	Retainer	\$2,000	
	Civil Legal Representation	\$140/hour attorneys	
		\$100/hour paralegals	
	Criminal Capped at \$230,000	\$110/hour attorneys	
		\$80/hour paralegals	
	Developer Pass-Through	\$210/hour attorneys \$130/hour paralegals	

FISCAL IMPACT

2017		Amount
Fund:	101	
Department:	41610	
Account:		Budgeted \$354,000

STAFF REQUEST FOR CONSIDERATION : Approve a 5 year contract with LeVander, Gillen, and Miller, for legal services from January 1, 2017 to December 31,, 2021.



TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Ross Beckwith, Park & Rec/PW Dir.
FROM: Dave Schletty, Asst. Parks & Rec Director
DATE: November 28, 2016
SUBJECT: Approve Contract Extension for Dome Management Services

City of West St. Paul

INTRODUCTION:

Sports Facility Development and Management Group, LLC (SFDMG) has provided management and marketing services for the City since the Regional Athletic Center (Dome or RAC) opened in November, 2012. The current contract expires at the end of 2016 and the intent is to retain SFDMS for providing similar services in 2017.

BACKGROUND INFORMATION:

SFDMS provides management and operational services at the RAC, including day to day operations, reservations and business attraction. The company's compensation is based on a tiered structure that increases with higher reservation/advertising revenues. The overall compensation levels are proposed to remain the same in 2017. There are a couple minor changes/clarifications to this year's contract. Highlights of the proposed contract include:

1. Section 3 Fees
For collected Operating Revenue derived from events or users that were identified, secured or originated by the City and not by Contractor, those Operating Revenues shall not be considered in the total collected Operating Revenue for purposes of 3.1.1. b (Prime Season Months) and 3.1.2. b (Non-Prime Season Months).
2. Contractor developed a written policy, approved by the City, that provides and ensures objective and consistent rental procedures and opportunities for leagues, including:
 - a. Providing adequate and consistent notice to all leagues/teams renting hours at the Sports Dome regarding rental request schedules.
 - b. Providing all leagues a fair and objective opportunity to request a continuation of hours rented the prior year.
 - c. Providing first opportunity for Sports Dome usage during unrented or cancelled rental times to users who have the most West St. Paul participants in their organization.
3. Section 8 General Provisions
Clarification was added with regards to the Contractors new, separate organization, to eliminate any perceived conflict of interest. The City acknowledges that Contractor owns and operates an independent organization known at R Sports that leases office space and displays signage in the Sports Dome. The City has entered into a lease agreement

with R Sports for the office space and has entered into a sign agreement for R Sports to display its sign. In addition, the City enters into contracts with R Sports for rental of the Sports Dome.

FISCAL IMPACT:

We anticipate that SFDMG will continue to be successful in their efforts to attract business to the RAC and that the City's subsidy will be consistent with expectations of less than \$280,000

STAFF RECOMMENDATION:

The staff recommendation is to approve the contract extension for 2017 with SFDMG as shown in attachment 1.

Attachments: 1) Contract

C: Mark Bigelbach, SFDMG, LLC

**WEST ST. PAUL SPORTS DOME
MANAGEMENT SERVICES AGREEMENT**

This Agreement (the “Agreement”), is effective as of January 1, 2017 (“Effective Date”) by and between the City of West St. Paul, 1616 Humboldt Ave., West St. Paul, MN 55118, a municipal corporation (“City”) and Sports Facility Development and Management Group, LLC, 432 Vadnais Lakes Drive, Vadnais Heights, MN 55127, a Minnesota limited liability company (“Contractor”). City and Contractor are sometimes hereinafter referred to as the “parties.”

RECITALS

WHEREAS, City owns a Sports Dome and other related improvements on City property located at 1645 Livingston Avenue in West St. Paul; and

WHEREAS, the Sports Dome opened for operation on November 9, 2012; and

WHEREAS, City desires to extend the contract with the Contractor to perform Management Services on behalf of City for one year and Contractor desires to and has agreed to do so upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into the Agreement as though fully set forth below, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

DEFINITIONS

The following definitions as used throughout this Agreement shall apply:

ACTUAL COSTS means salary, social security taxes, FICA, worker’s compensation insurance, unemployment insurance and Employer’s liability insurance. It does not include clothing allowance, cell phones, health or dental insurance, automobile insurance, mileage reimbursement or similar benefits, or Contractor’s management or administrative costs for supervising such employees. Any Actual Costs not included in this definition must be approved by the Finance Director.

CITY means the City of West St. Paul, 1616 Humboldt Avenue, West St. Paul, MN 55118, a municipal corporation.

CONTRACTOR means Sports Facility Development and Management Group, LLC, 432 Vadnais Lakes Drive, Vadnais Heights, MN 55127, a Minnesota limited liability company.

MANAGEMENT SERVICES generally means the leasing, marketing, managing, operating,

supervising, overseeing and the maintenance of the Sports Dome, but the scope of which are more fully set forth in Exhibit A, attached hereto and incorporated herein.

NON-PRIME MONTHS means May 1 – October 31.

OPERATING EXPENSE means a category of expenditure that the City incurs as a result of performing its normal operations for the Sports Dome, which includes bonding costs.

OPERATING PROFIT means the City's revenue minus the City's operating expenses, as related to the Sports Dome.

OPERATING REVENUE means the amount of money collected by users, advertisers or sponsors of the Sports Dome, before expenses are deducted.

PRIME SEASON MONTHS means November 1 – April 30.

SPORTS DOME means a 100,000 square foot field turf dome facility, which includes a soccer fields, office space, storage areas, a parking lot, and other related improvements located at 1645 Livingston Avenue in West St. Paul.

TERM means from January 1, 2017 – December 31, 2017.

SECTION 1 AGREEMENT

1.1 Agreement for Management Services. City hereby appoints and retains Contractor, and Contractor hereby accepts such appointment and retention for Management Services of the Sports Dome during the Term, with full power and authority to carry out all of the duties and responsibilities specified herein, upon the terms and subject to conditions hereinafter set forth.

SECTION 2 DUTIES AND RESPONSIBILITIES

2.1 Contractor's Duties

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

sports domes in Minnesota.

2.1.2 Operation of Maintenance Services of the Sports Dome. Throughout the Term, Contractor shall, subject to any restrictions or limitations set forth elsewhere in this Agreement, perform or cause to be performed all tasks necessary or appropriate in connection with the Maintenance Services. In performing such services Contractor shall, at a minimum, do each of the following:

- a. Be responsible for and control all maintenance of the Sports Dome, including daily maintenance of equipment and direction and oversight of all of Contractor's personnel.
- b. Hire and supervise all personnel needed to properly fulfill Contractor's requirements under this Agreement for the successful and efficient operation of the Management Services at the Sports Dome, subject to the limitations in Exhibit A. Contractor shall take special care to ensure that all employees are qualified for their positions and have the ability to relate to the public in the context of a municipal Sports Dome. While working pursuant to this Agreement, employees shall represent themselves as employees of Contractor or as representatives of the City, with appropriately identifying clothing.
- c. Ensure the Sports Dome is ready for operation during all hours that the Sports Dome is leased, seven days per week.
- d. Operate under the provisions of this Agreement in such a manner as to conform with all the ordinances of the City and laws of the State of Minnesota, and shall give assistance to the City in seeking conformity with the ordinances of the City and laws of the State by public users. Further, Contractor agrees to enforce all rules and regulations adopted by the City covering the conduct of the public and services offered in the use of the Sports Dome as it relates to the performance of services under this Agreement.

2.1.3 No Concessions Stand Responsibility. This Agreement does not contemplate that Contractor will operate, staff or manage the concessions stand, except as it relates to maintenance of the concessions stand. If the parties desire to amend the Agreement to include general concessions stand operations, such amendment shall be memorialized by mutual written consent of both parties.

2.2 City's Responsibilities. City agrees to provide the promises and services as described on Exhibit B, attached hereto and incorporated herein, as well as other services as agreed to by the parties.

SECTION 3
FEEES

3.1 As compensation for Contractor's performance of this Agreement, City shall pay Contractor as follows:

3.1.1 Prime Season months.

- a. Contractor shall receive a monthly base rate of \$2,000, payable at the beginning of each month.
- b. Contractor shall be paid on a percentage of Operating Revenue as follows. The base rate shall be subtracted from the total amount due.
 - 1) 6% of the first \$100,000 of collected Operating Revenue
 - 2) 7% of the collected Operating Revenue from \$101,000 to \$200,000, if applicable
 - 3) 8% of the collected Operating Revenue from \$201,000 to \$300,000, if applicable
 - 4) 9% of the collected Operating Revenue over \$301,000, if applicable.
- c. Payments to Contractor for 3.1.1 b. 1-4 will be calculated on a monthly basis for the previous month's Operating Revenue. Contractor will be paid the net amount owed within 30 days after the Operating Revenue is calculated.

3.1.2 Non-Prime Season Months.

- a. Contractor shall be paid the same as provided in Section 3.1.1 a-c.
- b. To incent the Contractor, an additional premium of 10% will be paid for any monthly Operating Revenue exceeding \$30,000. This premium will be non-cumulative for each month.

3.1.3 Exceptions:

- a. For collected Operating Revenue derived from events or users that were identified, secured or originated by the City and not by Contractor, those Operating Revenues shall not be considered in the total collected Operating Revenue for purposes of 3.1.1. b (Prime Season Months) and 3.1.2. b (Non-Prime Season Months).

3.1.4 Reimbursement for the Actual Costs of Contractor's Sports Dome employees will be paid in the same manner as other claims made to the City, following monthly submission of supporting documentation for such reimbursement.

SECTION 4 RECORDS

- 4.1** All records and supporting documentation maintained by Contractor pursuant to this Agreement and/or relating to Contractor's services on behalf of the Sports Dome, are governed by the Minnesota Government Data Practices Act, and shall provide copies of all such documents upon the City's request. Contractor agrees that City may perform its own financial audits of Contractor's records, as related to this Agreement. City, or persons appointed by City may, during ordinary business hours, examine all records and supporting documentation maintained by Contractor pursuant to this Agreement, and all of Contractor's payroll documents, records and files relating to services provided by Contractor's staff pursuant to this Agreement. Should City or City's employees or representatives discover any errors in record-keeping, Contractor shall correct such discrepancies promptly upon discovery and notification thereof, and make all appropriate and necessary adjustments. Contractor shall inform City in writing of the action taken to correct any such audit discrepancies. Failure to comply with this section shall be cause for early termination with cause pursuant to Section 7.3.

SECTION 5 INDEMNIFICATION

- 5.1** Except for any willful misrepresentation or any willful or wanton misconduct or any negligent act or omission of the City and the governing body members, officers, and employees thereof ("Indemnified Parties"), Contractor releases from, and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties for damages that arise out of the negligent acts, errors and omissions of Contractor and its employees; provided that the indemnity shall not apply to the extent such loss or damage is caused by the City.
- 5.2** The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Contractor, its officers, agents, servants or employees or any other person who may assist with the Management Services, to the extent such damage or injury is due to any act of negligence of any person, other than any act of negligence on the part of any Indemnified Party or its officers, agents, servants or employees.

SECTION 6 INSURANCE

- 6.1** Contractor shall, during the continuance of this Agreement and at no expense to City, maintain the following types of insurance:
- 6.1.1** Commercial General Liability Insurance, with a limit of \$1,500,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended. Such policy shall add the City as an additional insured;

6.1.2 Workers' Compensation and Employer's Liability Insurance for all of Contractor's officers, agents, and employees, as required by law.

6.2 **Certificates**. The insurance required by this Article shall be evidenced by certificate or certificates submitted to City which shall be executed by the insurance company or companies involved and which shall state that this insurance may not be terminated without 30 days prior written notice being received by City. The certificate(s) shall be submitted to City before or at the time Contractor executes this Agreement.

6.3 **No Representation of Adequate Coverage**. City makes no representation that the limits or forms of coverage of insurance specified in this Section are adequate to cover Contractor's obligations under this Agreement.

SECTION 7 TERM AND TERMINATION

7.1 **Term of Agreement**. The Term of this Agreement shall commence on the Effective Date and shall terminate in one year, unless terminated earlier. This Agreement may be extended, modified or amended by mutual written consent of the parties.

7.2 **Early Termination Without Cause**. Either party may terminate this Agreement upon Ninety (90) days' advance written notice to the other party, without penalty or cause. Upon termination under this provision, Contractor shall be paid for Maintenance Services rendered through the effective date of termination.

7.3 **Early Termination With Cause**. Either party may terminate this Agreement for failing to perform a term, condition or requirement of this Agreement by giving at least 10 days' advanced written notice to the defaulting party. After receipt of such notice, the defaulting party shall have 10 days to cure the default. If the default is not cured, then upon termination under this provision, Contractor shall be paid for Maintenance Services rendered through the effective date of termination.

7.4 **Immediate Termination**. If either party is in default and the default is such that it poses a threat to the health, safety or welfare of the public, as reasonably determined by the non-defaulting party, the non-defaulting party may take any immediate steps it determines are necessary to cure the default, including closing the Sports Dome. In this event, this Agreement shall terminate immediately upon notice to the defaulting party. The defaulting party shall pay all costs and expenses incurred by the non-defaulting for taking any corrective action. Upon termination under this provision, Contractor shall be paid for Maintenance Services rendered through the effective date of termination.

7.5 **Actions Following Termination**. Upon any termination of this Agreement for any reason whatsoever, Contractor shall, for a period of thirty (30) days following such termination, assist and cooperate with City to the extent deemed necessary by City to

ensure an orderly and efficient transfer of the Management Services of the Sports Dome by Contractor to City or to City's designee. This covenant of Contractor contained herein shall survive and remain in full force and effect following any such termination of this Agreement.

SECTION 8 GENERAL PROVISIONS

- 8.1 R Sports Lease (aka Eclipse) and Sign Contract.** The City acknowledges that Contractor owns and operates an independent organization known as R Sports that leases office space and displays signage in the Sports Dome. The City has entered into a lease agreement with R Sports for the office space and has entered into a sign agreement for R Sports to display its sign. In addition, the City enters into contracts with R Sports for rental of the Sports Dome. The City expects the following in relation to R Sports:
- 8.1.1** Contractor must require R Sports to schedule and pay for its rental fees in the same manner and in the same amount as would any other user of the Sports Dome.
 - 8.1.2** Contractor shall be clear when using the same employees pursuant to this Agreement and for R Sports or its affiliates, that the employees are clearly identified as to their employment activity at the Sports Dome and wear clothing that so identifies their employer.
 - 8.1.3** Any violation of any lease agreements, Sports Dome user rental agreements or sign contracts with R Sports may be cause for early termination or immediate termination of this Agreement. The City shall have the sole discretion to determine if termination is warranted.
- 8.2 Transfer and Assignment.** This contract is not assignable and may not be conveyed to any other party without the prior written consent of City.
- 8.3 Warranties and Representations.** Contractor hereby represents and warrants that in entering into this Agreement, Contractor has not relied on any statements from City or any representative thereof, and has conducted such due diligence and investigations as Contractor deems appropriate before entering into this Agreement.
- 8.4 Independent Contractor.** Contractor and City hereby acknowledge and agree that Contractor, in performing under this Agreement, will be and will at all times act as an independent contractor in the performance of its duties and responsibilities set forth herein, and that Contractor will have control of its work, the work of its employees and the manner in which it is performed. Contractor shall at all times during the Term hereof be free to contract for similar services to be performed for other persons or entities, and Contractor and City agree that neither Contractor nor its employees shall be considered as an agent or employee of City, that neither Contractor nor its employees are entitled to

participate in any pension plan, medical or dental plans, or any other benefit provided by City for City employees. None of the provisions of this Agreement are intended to, nor shall they be interpreted to, create a partnership or joint venture between Contractor and its employees and City with respect to the Sports Dome or otherwise, and neither Contractor nor City shall have the power to bind or obligate the other party, except as expressly set forth in this Agreement.

8.5 Non-Waiver. The waiver by either City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by City or Contractor, unless such waiver is in writing signed by the party against whom such waiver is asserted.

8.6 Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between City and Contractor, oral or written, relating to the subject matter of this Agreement. City has made no representations, warranties or promises not expressly contained herein. No subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon City or Contractor unless reduced to writing and signed by both of them.

8.7 Notices. Except as otherwise specifically provided in this Agreement, any notice, statement, report or other communications to be given under the terms of this Agreement shall be delivered in a timely fashion, as provided herein, and shall be in writing and delivered personally or sent by mail, by placing first class postage thereon, addressed as follows:

TO CITY: City of West St. Paul
City Manager
1616 Humboldt Ave.
West St. Paul, MN 55118

TO CONTRACTOR: Sports Facility Development & Management Group
Attn: Mark Bigelbach
432 Vadnais Lakes Drive
Vadnais Heights, MN 55127

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

8.8 Captions and Paragraph Numbers. Captions, paragraph numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience, and in no way define, limit, construe or decide the scope or intent of such section or article, nor in any way affect this Agreement.

- 8.9 Construction of Agreement.** The language in all parts of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either City or Contractor.
- 8.10 Successors and Assigns.** Except as herein otherwise provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of City and Contractor. Nothing stated in the foregoing sentence shall limit the provisions of Section 8.1 of this Agreement entitled “Transfer and Assignment.”
- 8.11 Applicable Law.** This Agreement and all provisions hereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of Minnesota. The sole and exclusive venue for any legal action under this Agreement or in any way related to the Sports Dome shall be the Dakota County District Court.
- 8.12 Savings Clause.** Any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, or substantially increase the burden on any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.
- 8.13 Approval by City.** In any provision of this Agreement where City’s approval or consent is required, City shall, except to the extent specifically stated to the contrary in such provision, have the right to withhold or refuse its approval or consent, in City’s sole and absolute discretion.
- 8.14 Counterparts.** This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all such counterparts together shall constitute one and the same agreement.
- 8.15 Nondiscrimination in Employment.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, childbirth or related medical conditions), national origin, ancestry, age, physical disability, mental disability, medical condition, family care status, veteran’s status, medical status, sexual orientation or any other characteristic protected by federal, state or local law.
- 8.16 Time.** Time is of the essence of this Agreement and each provision hereof of which time is an element.

[REMAINDER INTENTIONALLY LEFT BLANK]

CITY OF WEST ST. PAUL

David Meisinger
Mayor

Matthew S. Fulton
City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared David Meisinger and Matthew S. Fulton, to me personally known to be the Mayor and City Manager, respectively who executed the foregoing instrument and acknowledged that the signatures were duly authorized on behalf of the City.

Notary Public

SPORTS FACILITY DEVELOPMENT & MANAGEMENT GROUP, LLC.

By: Mark Bigelbach
Its:

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared Mark Bigelbach, the _____ of Sports Facility Development & Management Group, LLC, personally known to be the person described in and who executed the foregoing instrument and acknowledged that the signature was duly authorized on behalf of the limited liability company.

Notary Public

EXHIBIT A
CONTRACTOR RESPONSIBILITIES

1. Hire and supervise all personnel needed to properly fulfill Contractor's requirements under this Agreement for the successful and efficient operation of the Management Services at the Sports Dome. Staffing needs shall be determined with the assistance of City Staff and are subject to the approval of the City Manager. Hiring and supervision includes training of staff in all phases of operations and maintenance.
2. Provide labor for all minor equipment repairs, and all scheduled or manufacturer-recommended servicing of equipment. Maintenance or repairs exceeding \$5,000 or all unbudgeted or unscheduled maintenance or repairs must be approved by the City Manager prior to ordering the work.
3. Provide marketing services to solicit and identify potential user groups for the Sports Dome, including assisting the City with preparation and distribution of marketing materials. Marketing services include marketing and advertising the Sports Dome within the City of West St. Paul, as well as to other cities and school districts.
4. Negotiate and secure executed advertising and lease agreements to fund a minimum of 70% of the projected annual revenue of the Sports Dome. Agreements require the approval of the City. Advertising may include naming rights of the Sports Dome or fields, subject to the approval of the City Council, or leasing space at locations or on equipment, deemed acceptable by the City.
5. Develop a written policy, approved by the City, that will be attached hereto that provides and ensures objective and consistent rental procedures and opportunities for leagues, including:
 - a. Providing adequate adequate and consistent notice to all leagues/teams renting hours at the Sports Dome regarding rental request schedules.
 - b. Providing all leagues a fair and objective opportunity to request a continuation of hours rented the prior year.
 - c. Providing first opportunity for Sports Dome usage during unrented or cancelled rental times to users who have the most West St. Paul participants in their organization.

Such rental policy shall be distributed to all leagues/teams at the beginning of the Prime Season Months to ensure a fair and equitable opportunity to schedule hours for the following season.

6. Negotiate and secure donations for the Sports Dome.
7. Provide detailed programming for the Sports Dome, including, but not limited to scheduling hours, coordinating programs and registering of program participants. This shall also include the keeping of detailed accounting records of all users, keeping track of

hours used, as well as cancellations, and monthly reporting of such records to the City so that the Finance Director can reconcile the Contractor's accounting records with the payments received. Any negative discrepancies in such accounting records that cannot be reconciled or adequately explained, at the sole discretion of the City, shall be subtracted from the Contractor's compensation.

8. Provide the City with detailed information on the quantity of all supplies and/or consumable materials used for the immediate preceding month, as well as an inventory of remaining supplies. All equipment, supply and materials requests shall be submitted to the Park & Recreation Director, or his designee on the first day of each month.
9. Collect all user fees related to the sale of advertising or lease agreements, or any other such fees related to the Sports Dome and remit such payment to the City on a daily basis, excluding weekends and holidays. Fees collected on weekends and holidays shall be remitted on the next business day.
10. Be responsible for and control all maintenance of the Sports Dome, including daily maintenance of the facility and its equipment. Maintenance includes bathrooms, lobby area, office, field turf, concessions stand and storage area. Contractor shall exercise general supervision over and shall be responsible for the proper use and care of all equipment owned by the City that is used at the Sports Dome. Contractor shall keep all City facilities and equipment in good maintenance and repair in accordance with its useful life. Equipment and parts damaged by the negligence of Contractor or Contractor's employees or agents shall be repaired or replaced by Contractor, at Contractor's sole expense. Contractor agrees to notify the City of major repairs needed to City facilities equipment at all times. The facilities and equipment include any and all fixtures and personal property contained in the Sports Dome, including, but not limited to HVAC, plumbing and mechanical, video, and security equipment.
11. During Prime Season, hold monthly stakeholder meetings with appropriate representatives from the top five Sports Dome users and City Staff.
12. Cooperate with the City on management and operational decisions during the Term of this Agreement.

EXHIBIT B
CITY RESPONSIBILITIES

1. Provide all supplies, parts, equipment and materials reasonably necessary for the operation and maintenance of the Sports Dome.
2. Bear the cost of all major repairs or improvements to the Sports Dome, as well as major equipment repairs, including but not limited to lighting for parking lots, sidewalks, and security systems.
3. Assume on-going costs for the following:
 - a. All utilities, such as land-line phones, natural gas, trash and electricity;
 - b. Property insurance;
 - c. Property upkeep, such as lawn maintenance and snow plowing.
4. Provide office space with general office supplies for the Contractor within the Sports Dome.
5. Work with the Contractor on the preparation and creation of marketing materials for the Sports Dome.
6. Provide the Contractor with all relevant program materials, and policies and procedures for the Sports Dome.
7. Supply the Contractor with contracts and forms for leasing and advertising at the Sports Dome.

EXHIBIT C
WRITTEN POLICY FOR RENTAL PROCEDURES

Field Rental Policy
WSP RAC
(For returning users)

- 1.** This policy is for RAC rentals occurring between November 1 and April 30
- 2.** All rentals must be scheduled through the main office of the WSP RAC and its management company SFDMG, LLC. An application must be submitted indicating which fields are sought to be rented and the dates thereof. A contract must be signed at least by June 15th, prior to usage. No rental expectation exists until the contract is fully executed.
 - A.** A user meeting of all prior year contract holders will be held between March 1st and March 15th to discuss previous year usage and upcoming contract process.
 - B.** Between April 1st and May 15th full proposed schedule of dates, fields and times must be submitted to the SFDMG scheduler with the application.
 - C.** The overall schedule will be developed and finalized by June 1st. Teams that rented time during the prior year shall have preference over other requests for the same time.
 - D.** Signed contracts are due by June 15th. Any rental time not under contract by June 15th will be posted on the WSPRAC website and made available to other teams until June 30th. The assignment of these hours will be based on the following priorities:
 - 1.** Teams that requested the time but were not successful because the other team had preference based on historical rentals shall receive first preference
 - 2.** Teams with significant WSP member participation will be given second preference
 - 3.** Remaining time will be assigned based on order of receiving formal request for the time.
- 2.** A down payment of the first month's rent is required with the signed contract.
- 3.** All contracts are billed on a quarterly basis (90 days ahead of time) with payment due before the first rental day of the quarter.