



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

REGULAR CITY COUNCIL MEETING

October 24, 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. Outstanding Property Award - 46 Langer Circle

Documents:

[OUTSTANDING PROPERTY AWARD MEMO TO COUNCIL 10-10-16.DOC](#)
[46 LANGER NOMINATION.PDF](#)
[46 LANGER PHOTO.JPEG](#)
[OUTSTANDINGPROPERTYWINNERS2003-2016.PDF](#)

B. Accept Donation From South Robert Street Business Association

Documents:

[COUNCIL REPORT - DONATION, SOUTH ROBERT STREET BUSINESS ASSOCIATION.PDF](#)
[RESOLUTION - ACCEPT DONATIONS FROM SOUTH ROBERT STREET BUSINESS ASSOCIATION.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

a Council member or citizen so requests, in which event the item will be removed from this agenda and considered under separate motion.

A. Meeting Minutes

Documents:

[10-10-16 OCWS MINS.PDF](#)

[10-10-16 CC MINS.PDF](#)

B. List Of Claims - October 24, 2016

Documents:

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

C. Approve To Closing Debt Service Funds

Documents:

[COUNCIL REPORT - APPROVE CLOSING DEBT SERVICE FUNDS.PDF](#)

D. September 2016 General Fund Budget Report

Documents:

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

[SEPTEMBER 2016 GENERAL FUND BUDGET REPORT.PDF](#)

E. September 2016 Investment Report

Documents:

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

[SEPTEMBER 2016 INVESTMENT REPORT.PDF](#)

F. September 2016 Bank Reconciliation

Documents:

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

[SEPTEMBER 2016 BANK RECONCILIATION.PDF](#)

G. Council Report - City Licensing

Documents:

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

H. Rental Licensing

Documents:

[MEMO - RENTAL LICENSING.PDF](#)

I. Approve I/I Grant Agreement With The Metropolitan Council

Documents:

[COUNCIL REPORT - APPROVE MCES GRANT.PDF](#)

[RESOLUTION - MCES GRANT.PDF](#)

J. Approve Contract Extension For Robert St. Sidewalk Cleaning 2016-2017

Documents:

COUNCIL REPORT - APPROVE CONTRACT EXT FOR ROBERT ST SIDEWALK
CLEAINING.PDF
ATTACHMENT - KROGH CONTRACT RENEWAL REQUEST 2016-17.PDF

11. PUBLIC HEARING

A. Public Improvement Hearing; Authorize Preparation Of Plans & Specifications For 2017
Street Improvements – Project #17-1

Documents:

COUNCIL REPORT -PUBLIC HRG AND ORDER PLANS.PDF
RESOLUTION - PUBLIC HRG AND ORDER PLANS.PDF
ATTACHMENT-RESIDENT COMMENTS FROM OPEN HOUSES.PDF
ATTACHMENT -RESIDENT EMAILS.PDF

B. Application For A Conditional Use Permit To Allow An Accessory Structure In A B3,
General Business District At 1906 Livingston Ave. – The Povolny Goup, Inc.

Documents:

COUNCIL REPORT - CUP 1906 LIVINGSTON.PDF
PC REPORT - CUP 1906 LIVINGSTON.PDF
PLANS - CUP 1906 LIVINGSTON.PDF
RESOLUTION - CUP 1906 LIVINGSTON.PDF

C. Applications For A Conditional Use Permit To Allow A Drive-Through Lane In A B3, General
Business District And Site Plan Review For The Construction Of A New Office Building
(Bank) And Parking Lot At 1994 Robert St. S. – Civil Site Group

Documents:

COUNCIL REPORT - SITE PLAN 1994 ROBERT.PDF
PC REPORT - SITE PLAN 1994 ROBERT.PDF
CIVIL PLANS - SITE PLAN 1994 ROBERT.PDF
ARCHITECTURAL PLANS - SITE PLAN 1994 ROBERT.PDF
RESOLUTION - SITE PLAN 1994 ROBERT.PDF
RESOLUTION - CUP 1994 ROBERT.PDF

12. NEW BUSINESS

A. Authorization To Solicit Bids For GO Street Reconstruction Bonds, Series 2016B

Documents:

COUNCIL REPORT - AUTHORIZE SOLICITION OF BIDS - GO STREET
RECONSTRUCTION BONDS, SERIES 2016B .PDF
PRESALE REPORT 2016B.PDF
RESOLUTION AUTHORIZING PROCEEDING WITH SALE.PDF

B. 2017-2018 Teamsters Local #320 Labor Agreement

Documents:

COUNCIL REPORT - 2017-2018 TEAMSTERS LOCAL 320 LABOR
AGREEMENT.PDF

ATTACHMENT 2017-2018 TEAMSTERS LOCAL 320.PDF

C. Approve LELS Local #80 2017-2018 Labor Agreement

Documents:

COUNCIL REPORT - 2017-2018 LELS LOCAL 80 LABOR AGREEMENT.PDF
ATTACHMENT 2017-2018 LELS LOCAL 80 CONTRACT.PDF

D. Approve 2017 City Contributions For Insurance For General Services Employees

Documents:

COUNCIL REPORT - 2017 GS EMPLOYEES CITY INSURANCE
CONTRIBUTIONS.PDF

E. Permit Parking Request - Livingston And Bernard

Documents:

COUNCIL REPORT, PERMIT PARKING REQUEST.PDF

F. Approve Resolution Of Support For Dakota County's 2017-2021 CIP

Documents:

COUNCIL REPORT - APPROVE RESOLUTION OF SUPPORT FOR DAKOTA
COUNTY CIP.PDF
RESOLUTION - SUPPORT OF DAKOTA COUNTY 2017-2021 CIP.PDF
ATTACHMENT - DAKOTA COUNTY DRAFT CIP 2017-2021.PDF

G. First Reading - Zoning Ordinance Amendment, Sections 153.004 And 153.050 Through
153.128 Relating To Group Homes

Documents:

COUNCIL REPORT - GROUP HOME AMENDMENT FIRST READING.PDF
ORDINANCE - GROUP HOME AMENDMENT FIRST READING.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: Community Development Department
DATE: October 24th, 2016
SUBJECT: Outstanding Property Awards



City of West St. Paul

BACKGROUND INFORMATION:

In 2003, the City began the Outstanding Property Awards as part of the City's Quality Housing Program. The award recognizes property owners, both commercial and residential, who have maintained their property in a well-kept manner or who have made a significant, positive improvement.

Since 2010, Ward Representatives have selected winners to receive the Awards. (Over 44 residents have received the award since 2003. Ten residents have received the award since 2010, four of which were nominated last year)

Part of the process includes staff investigating the list of nominated properties for open code violations, as properties with such code violations are not be eligible.

Staff then prepares the award certificates and \$50 gift cards for the winning properties. Four property owners received the award last year.

The following property has been nominated for the 2016 Outstanding Property Awards:

- 1) 46 Langer Circe - Joe and Pam Perkovich
Nominated by neighbor Rick Risch for a consistently well cared for and beautiful property.

STAFF RECOMMENDATION:

Staff recommends the City Council approve the property at 46 Langer Circle to be awarded the 2016 Outstanding Property Award.

Outstanding Property

Awards Program

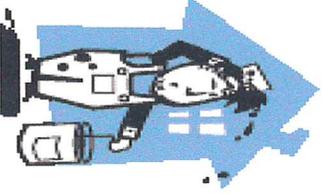
City of West St. Paul

Outstanding Property Awards Nomination Form

Here's how to nominate:

Any person can nominate a candidate's property for The Outstanding Property Awards Program. The amount of money spent on improvements or maintenance will not be criteria for these awards. Rather, the use of the property and the compatibility with the neighborhood will be considered. If the effort undertaken makes the neighborhood better, the property owner should be nominated!

Simply fill out a nomination form and send in with photos of the property (please include "before" and "after" pictures if possible). Mail or deliver nomination form to:



City of West St. Paul

Attn: Community Development Coordinator

1616 Humboldt Avenue

West St. Paul, MN 55118

Detach Here

Nominee Information

JOE & PAM PERKOVICH

Name of Nominee

46 LANSEN CIRCLE WSP

Address

Telephone #

Type of Property:

Residential

Commercial

Other (explain) _____

Please check this box if photos of property being nominated are enclosed. (Photos are encouraged!)

14 SEPT 16

Date of Nomination

Return this form to:

City of West St. Paul

Attn: Community Development Coordinator

1616 Humboldt Avenue

West St. Paul, MN 55118

Nominator Information

RICK RISCH

Name of Person Making Nomination

61 LANSEN CIRCLE WSP

Address

651-224-5956

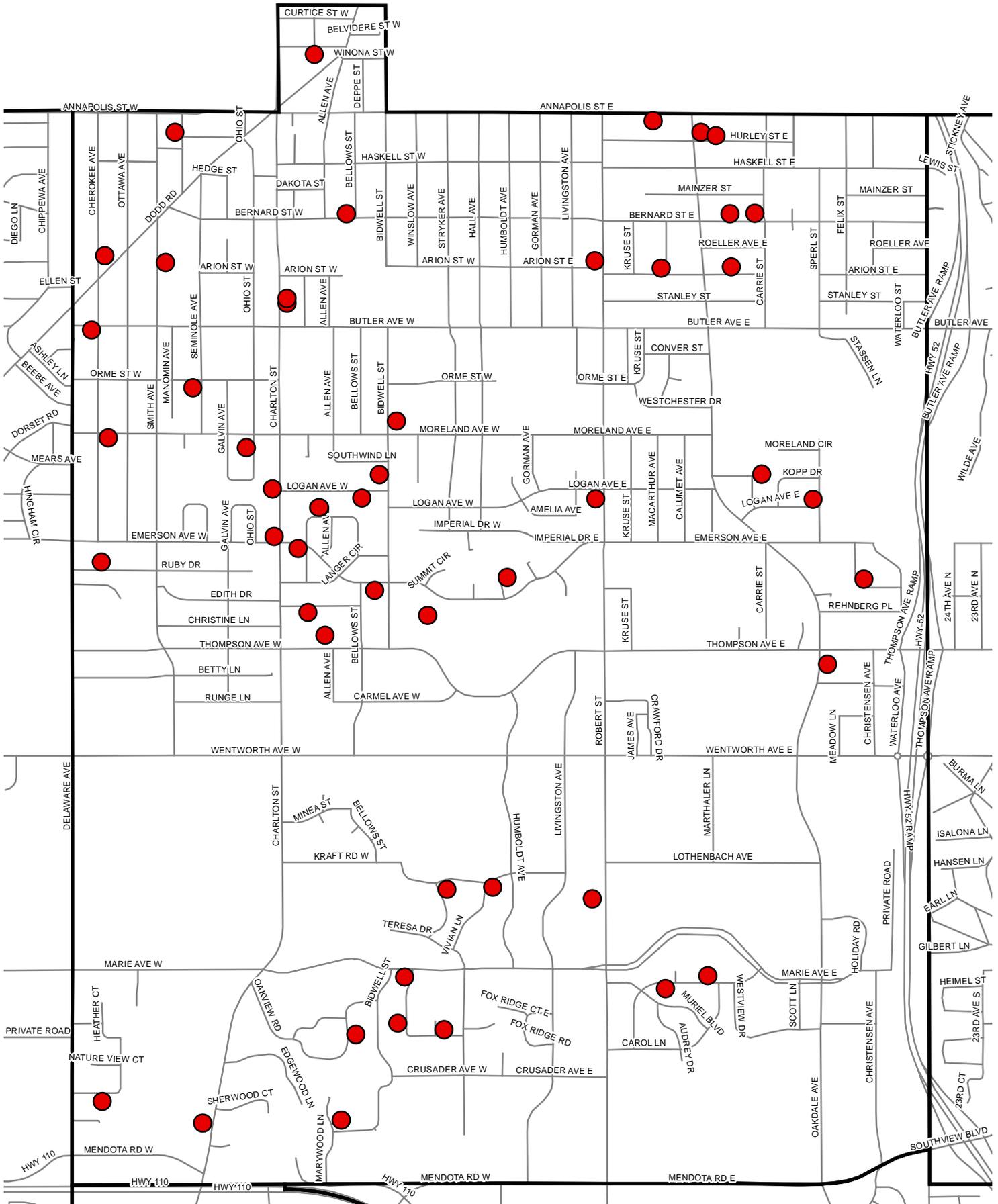
Telephone #

Reason why you feel this person should be nominated:

(Attach additional sheets if necessary.)

I GO FOR DAILY WALKS IN MY NEIGHBORHOOD & I HAVE NEVER SEEN THE HOUSE AT 46 LANSEN LOOK BAD. IT'S ALWAYS WELL CARED FOR & BEAUTIFUL. I DON'T REALLY KNOW THESE NEIGHBORS, BUT I UNDERSTAND THAT THEIR BACK YARD IS JUST AS NICE AS THEIR FRONT. NEARLY EVERYONE ON LANSEN TAKES CARE OF THEIR PROPERTY BUT THIS PLACE REALLY STANDS OUT. I THINK THE PERKOVICHES SHOULD RECEIVE SOME RECOGNITION FOR ALL THE OBSVIOUS TLC THEY PUT INTO THEIR PLACE.

Outstanding Property Award Winners, 2003-2016



0 0.25 0.5 Miles

TO: Mayor and City Council
FROM: Matt Fulton, City Manager
DATE: October 24, 2016
SUBJECT: South Robert Street Business Association Donation



BACKGROUND INFORMATION:

The South Robert Street Business Association, with the support and endorsement of the City, provided leadership and financial support for the Touch-a-Truck/Shop Robert Street event. The event was held on September 17, 2016 at Harmon Park.

In support of this event, the South Robert Street Business Association is donating an additional \$3,200 to the City of West St Paul.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Donation	551	30000	36230	\$3,200
Total:				\$3,200

STAFF RECOMMENDATION:

Accept and acknowledge the \$3,200 donation from the South Robert Street Business Association by adopting the draft resolution.

RESOLUTION NO. 16-XX

RESOLUTION ACCEPTING DONATION
FROM SOUTH ROBERT BUSINESS ASSOCIATION

WHEREAS, South Robert Street Business Association has donated \$3,200.00 to the City of West St Paul in support of the Touch-a-Truck/Shop Robert Street Event, and

WHEREAS, the Mayor and City Council acknowledges their generosity and extends their appreciation to South Robert Street Business Association for their donation.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council accepts the donation of \$3,200.00 on behalf of the City of West St. Paul.

Adopted by the City Council of the City of West St. Paul this 24th day of October, 2016.

Ayes: 5 Nays: 0

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk

CITY OF WEST ST. PAUL
OPEN COUNCIL WORK SESSION
October 10, 2016
5:00 p.m.

1. Roll Call

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

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

Others: City Manager Matt Fulton, Finance Director Joan Carlson, Assistant City Manager and HR Director Sherrie Le, Community Development Director Jim Hartshorn, Public Works Director Ross Beckwith, City Attorney Korine Land, Police Chief Manila Shaver, SMFD Chief Mike Pott, and City Clerk Chantal Doriott. Eagan High School student Joe Rolph was also in attendance as part of his school mentorship program.

2. Approve Agenda

Council approved the OCWS agenda as presented.

3. Review the Regular Meeting Consent Agenda

Council pull item H. Consideration of Dakota County and approve the rest of the regular City Council meeting agenda.

4. Agenda Item(s)

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

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

Attorney Peter Mikhail gave an overview of negotiations for easement acquisitions from the Robert Street Improvement project.

Motion was made by Clpn. Vitelli and seconded by Clpn. Iago to open the meeting at 5:23 p.m. All members present voted aye. Motion carried.

4.B. Closed Session to Discuss Management Position for Labor Negotiations

Motion was made by Clpn. Halverson and seconded by Clpn. Iago to close the meeting pursuant to Minn. Statutes 13d.03 for labor negotiation strategy.

Present: City Council, Attorney Korine Land, HR Director Sherrie Le, Finance Director Joan Carlson, Manager Matt Fulton, Public Works Director Ross Beckwith, Community Development Director Jim Hartshorn and City Clerk Chantal Doriott. Student was also present.

Assistant City Manager and HR Director Sherrie Le gave an overview of the labor negotiations with Sergeants and Teamsters union groups for 2017 contracts. Contracts include consideration of employee wages and insurances.

Motion was made by Clpn. Napier and seconded by Clpn. Halverson to open the meeting at 5:35 p.m. All members present voted aye. Motion carried.

4.C. Discussion of RFP for Sports Complex Phase 2 Improvements

Assistant Parks Director Dave Schletty gave an overview. In 2012 the master plan for the Sports Complex was updated. Construction of the phase 1 improvements began in September of 2012 and was completed in 2013. Phase 2 improvements are scheduled to take place in 2017 with a total budget of \$1.2 million. Staff would like to send out an RFP for planning and completion of these improvements soon, to stay on schedule for 2017 bidding and construction. The updated master plan is attached and includes the recommended phase 2 improvements. Staff has put together a list of recommended improvements along with a proposed budget for each item (listed below).

FISCAL IMPACT:

The itemized Phase 2 improvements and budget (highlighted items are high priority):

- Trail Replacement \$100,000
- Parking Lot Replacement \$120,000
- Parking Lot Expansion \$ 50,000
- Concrete Plaza/Walkways \$ 60,000
- Fix Field Drainage \$ 25,000
- Replace Field Lighting \$375,000
- Replace Irrigation \$ 75,000
- Field Modifications / Drainage \$ 10,000
- Renovation of Buildings \$ 40,000
- Site Lighting \$ 5,000
- Replace Scoreboards \$ 20,000
- Replace Storage Building \$ 50,000
- Horseshoe Court Rehab \$ 10,000
- New Large Picnic Shelter \$ 50,000
- IT (Security) \$ 60,000
- Consultant Fees \$100,000
- Contingency \$100,000

Total \$1,250,000.00

Comments:

- With some renovations we can market to attract adult softball league.
- We could also host larger group horseshoe tournaments.
- Clpn. Vitelli asked if the floor of the storage building was good? There is some wall separation but it's pretty good. A larger building would be preferred but we could get by with what we have.
- Irrigation – we need to replace pipe and heads. There are one to two breaks per year.
- There was one major issue with underground lighting this year.
- Clpn. Armon agrees the parking lot needs to be done. Do we have an agreement with MTC for park and ride? Yes, we have a long term agreement.
- With the roundabout project scheduled for next year we need to do something. Maybe June or July when school is out would be a good time to start with the parking lot rehab. Director Schletty would let the teams know they have a shorter playing season due to these improvements.
- Could you reengineer the current parking lot to expand a little? Clpn. Napier supports the project and supports reducing the costs and prioritizing these items.
- Director Carlson said there aren't any levy dollars scheduled for this project.
- How about reducing the horseshoe area? There are 12 pits currently.
- Renovation of buildings – the storage building is separate. Replacing mostly bath fixtures and the furnace.
- Is there an ability to have cameras here? We could probably separate out that cost. The initial number is \$60,000 and this pulls in from Oakdale and adding security cameras and scanning ID's.
- If we got rid of parking lot expansion would be a good area for pickle ball courts.
- We have \$200,000 for consultant and overages. We do need a consultant for drawings and other items. Clpn. Iago has an issue with this item. Try to come up with a way to have shade on the building.

Items that were not a priority at this time:

- Parking lot expansion;
- Scoreboards;
- Storage building – do any of this work internally; and
- Wheelchair accessibility – Director Schletty said we could rehab the bad areas.
- Items 1 – 5, 7, 10 and 11 see if we can design internally; 10 we could split in half; modify this and bring back to a future meeting.

Clpn. Armon asked about the horseshoe group. Director Schletty is not sure where they play. See if you can expand the County site and phase out our site which would allow us to have the whole picnic shelter. The County group throws horseshoes at Thompson, west of the shelter.

Manager Fulton said US Bank and the Vikings teamed up on a matching grant for a place to play. The grant has to be applied for by a nonprofit or school. The City cannot do the project.

This seemed not to be the best project for this type of grant. We looked at east of Robert and north of Mendota – that side of the community. We are thinking about Southview Park – there is a small pavilion. This might make sense to make application (deadline is November 17). Clpn. Halverson suggested looking at Target Corporation grants.

5. Adjourn

The work session adjourned at 6:05 p.m.

David Meisinger
Mayor
City of West St. Paul

**City of West St. Paul Municipal Center
City Council Meeting
October 10, 2016**

1. Call to Order

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

2. Roll Call

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

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

3. Pledge of Allegiance

4. Adopt the Agenda

Motion was made by Clpn. Halverson and seconded by Clpn. Iago to adopt the agenda with one change:

- Remove item 10.H. Dakota County CIP for future discussion.

All members present voted aye. Motion carried.

5. OCWS Briefing

Mayor David Meisinger gave an overview of the Open Council Work Session held prior to this meeting.

- Closed session to consider easement acquisitions for the Robert Street Improvement project.
- Closed session to discuss management position for labor negotiations.
- Discuss a request for proposal (RFP) for the Sports Complex Phase 2 Improvements.

6. Robert Street Review

Public Works Director Ross Beckwith gave an overview.

- The south half we are pouring curb and work on the median.
- Next week we will have two pavers out working and this takes up a lot of space. We will figure out logistics later this week.
- Sod and prepping on north end.
- Marie Avenue has a tentative closure October 13 - 15 to pull out underlying material and bring it back up to grade.
- Clpn. Napier when do business owners need to have their landscape done? Property owners should call Director Beckwith – business by business they will meet and come up with a happy medium.

- Clpn. Vitelli said we're using two pavers for the 2nd lift – would they be better off closing due to safety. Yes, they are looking into this.
- Watering sod discussions. Director Beckwith said once they place the sod the contractor has 30 days to maintain; and after that the property owner needs to maintain. Staff is putting together a letter for these property owners.

7. Citizen Comments

Idonna Miller, 1675 Livingston who works at Cub Foods said the street lights from Cub to Marie were not lit last night. This makes it dangerous for walkers. She also asked what was happening at Lothenbach by the Credit Union. Council indicated there are three buildings being placed and the road is not going to go through. Clpn. Vitelli noticed these lights out before and the poles are underground. Director Beckwith will look into this issue.

8. Council Comments

Clpn. Napier said we are finishing up summer and he compliments staff with all the different events we held throughout the spring and summer – a special thanks for all your work.

Clpn. Armon – Thanks for Culvers and others for helping with fundraising with community groups. Also now that leaves are coming down please do not rake them into the street. Bag them and bring them to the compost site.

Clpn. Halverson said the annual Halloween Bonfire hosted by the WSP Park and Rec dept. will be held at the West St. Paul Sports Complex. Come and see us after you trick-or-treat. Get a free hot dog and hot chocolate!

Clpn. Iago reminded voters that absentee voting and early voting were happening at the Northern Government Service Center at 1 Mendota Road. There is no absentee voting being done at City Hall this election. If you have an election question please call our City Clerk at 651-552-4102.

Mayor Meisinger said we have a new lobby conference room to expand our space. He wanted to publicly acknowledge Sherrie Le, Police Chief Shaver and Building Official Schilling for all of their hard work and dedication to the project. Check out the new conference room when you stop in at city hall.

9. Proclamations, Presentations and Recognitions

There were no proclamations, presentations or recognitions at this meeting.

10. Consent Agenda

- A. Meeting minutes and Work Session minutes of September 26, 2016
- B. List of Claims October 10, 2016
- C. City Hall Remodeling Change Orders
- D. Resolution No. 16-99 Appoint Additional Election Judges
- E. Call Final Assessment Hearing for the 2015-2016 Robert St. Sidewalk Cleaning

F. Resolution No. 16-100 Rescind Acceptance of Safe Routes to School Grant & Terminate Project #17-3

G. Rental Licensing

~~H. Resolution No. 16 Approve Resolution of Support for Dakota County's 2017-2021 CIP~~

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

11. Public Hearing

A. Public Hearing on Proposed Assessments of Unpaid Invoices

Finance Director Joan Carlson gave an overview of unpaid invoices being considered for assessment. The amended amount is \$33,304.78 as a few have been paid since the original report went to County.

Clpn. Vitelli said Blue Holdings sold most of his condos so do these assessments go against the property even though there is a new owner? Yes said Director Carlson.

Clpn. Iago asked if any of these are rentals. Director Carlson is not sure. Clpn. Iago thinks they may be in violation of their rental license. The other item is to our code enforcement - most of those that live in the 900 block of Bellows - thanks and job well done for the long time coming demolition.

The public hearing opened at 6:48 p.m.

Shane Foster, 159 Arion Street E, said the reason he is here is to reach a mutual understanding. He said he received the notice a day after the city had given him three days to mow the grass. He received the city letter after the deadline. Mayor said if a property owner was supposed to get 3 or 4 days to complete work, then they should get that time.

The public hearing closed at 6:51 p.m.

Motion was made by Clpn. Napier and seconded by Clpn. Halverson to approve the assessment role with the amended amount and review of notification for 159 Arion Street E. All members present voted aye. Motion carried.

12. New Business

A. Prorated 2016 On-sale Liquor License Request

Police Chief Manila Shaver gave an overview. The City recently received a request from Juanita Leach, the previous owner of Tapper's Bar, requesting the Council's consideration in prorating her 2016 on-sale liquor license. Ms. Leach has owned Tapper's Bar for several years and in December of 2015 she had applied for and received a 2016 on-sale liquor license, including Sunday sales. The fee Ms. Leach paid for this annual liquor license totaled \$7,800 (\$100 background, \$200 Sunday sale and \$7,500 On-sale liquor).

On or about June 1, 2016 Ms. Leach sold the bar to Mr. Stephen Iverson. Because City licenses are nontransferable, Mr. Iverson applied for a 2016 on-sale liquor license and paid a prorated portion of the annual liquor license fee, in all totaling \$5,350 in City licensing fees (\$1,400 initial background fee, \$200 Sunday sale and \$3,750 On-sale liquor). The \$3,750 amount is 50% of the annual fee (\$7,500) and was to cover the license term from June to December, 2016. The proration of Mr. Iverson's on-sale liquor license fee is outlined in the City code:

110.03 Subd 6. Installment payments. For on-sale liquor licenses only, the licensee may pay the license fee in two equal installments, due on or before December 15 for the upcoming license term and on or before June 15 for the remainder of the existing license term.

Ms. Leach is now requesting that her 2016 on-sale liquor license fee be prorated. When Ms. Leach applied for the 2016 annual liquor license she was not sure if or when the sale of her bar would occur. If she was, Ms. Leach may have requested her license fee to be prorated when she initially applied for the 2016 license in December of 2015. She may have also just paid the first half of the liquor license fee as City Code would have allowed.

Comments:

- Clpn. Napier said he reviewed this and we set the fees to recoup fees for the work we did on this particular license. It appears Ms. Leach paid for the whole year and the new licensee paid for a half year. To cover services for a year we were overpaid a half year and should give her a refund. Staff is fine with prorating the fee. Chief Shaver said installment payments versus paying one annual fee also needs to be discussed.
- Clpn. Vitelli said we are refunding a half year. He is supportive of taking two ½ payment for the license fee.
- \$1,400 up front cost to be paid no matter what. Chief Shaver said according to code the only fee to be prorated is the license fee and not the background check fee.
- \$3,750 could be refunded. The ordinance should be rewritten said Clpn. Iago. The language could be added if Council directs.
- Clpn. Halverson received clarification of the processes.

Motion was made by Clpn. Vitelli and seconded by Clpn. Armon to refund Ms. Leach \$3,750.00 which is half of her liquor license fee due to the sale of her business. All members present voted aye. Motion carried.

B. Consider Access Changes at 141 Wentworth Avenue

Public Works Director Ross Beckwith explained that as part of the Robert Street project a concrete median was installed along Wentworth Avenue (County Road 8) which runs in front of Arrow Mowers. Arrow Mowers gets many deliveries from large semis and is having difficulty getting them in/out with the new median. At the September 26, 2106 City Council meeting staff was directed to work with Arrow Mowers to look at and cost out improvements to this property. Staff met on-site with Arrow Mowers on September 28 and looked at three options for improving truck traffic flow. Director Beckwith presented and reviewed three options with the Council.

Dan Ghaul, owner of Arrow Mowers, said Option 1 will need to be done no matter what.

Comments:

- Clpn. Napier is in favor of options 1 and 3; option 2 is not a good option.
- Clpn. Vitelli asked Dan if we do Options 1 and 3 how wide would this be. Approximately 20 feet said Mr. Ghoul. Clpn. Vitelli said he is concerned that off of Crawford it might not be enough.
- Mayor Meisinger could approve this but he would like it reviewed by the truck driver because we will not redo this again.
- Clpn. Iago asked if people would be coming through the neighborhood. Yes, if they are coming through the south. Well, maybe not if due to the median.
- Clpn. Armon asked Director Carlson where the funds would come from for this potential project. Probably the Robert Street Improvement project. Clpn. Armon is concerned that Dakota County is not contributing financially. Director Beckwith said the county will give the property for use of this fix-up.
- Clpn. Iago said he is glad to hear the County is giving the property for this project to be completed.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to approve Option 1 and Option 3 up to maximum amount of \$7,500.00 with Mr. Ghoul working with City staff on the Option 3 street width to comply with City code. All members present voted aye. Motion carried.

C. 2017 Insurance Renewal

Assistant City Manager and HR Director Sherrie Le gave an overview of the employee insurance renewal. This year staff went out for bids for health, dental, life, long-term disability and short term disability insurance. We received multiple bids on each type of insurance, except for dental where no-one could match our benefits for the rates we have.

The City is self-insured as part of the SW/WC Insurance Cooperative (COOP) for health. Since we are self-insured, the COOP is actually the entity that goes out for bid on behalf of the members. However, this year, the renewal from the COOP asked for an increase of 24.5% due to a variety of factors, including high claims we experienced the past two years. Since we could not accept that high of a rate increase, we immediately directed our insurance agent to go out for bid. We received several proposals, all of which were significantly less than 24.5%. Recommendations were reviewed for: insurance agents, medical insurance, life insurance, long-term disability insurance, short-term disability insurance and vision insurance. Director Le's recommendation is approval of changes in providers and rates as proposed.

Motion was made by Clpn. Armon and seconded by Clpn. Iago to approve the insurance contract renewals and provider revisions as outlined in the Council report. All members present voted aye. Motion carried.

13. Old Business

A. Consider Collaborative Recycling Program with South St. Paul

City Manager Matt Fulton gave an overview stating the City has operated a recycling program for many years. The program is funded through a grant provided by Dakota County. The City has been discussing a joint recycling program with the City of South St. Paul to create greater efficiencies

and improved overall recycling programming. The Council is being requested to consider the attached agreement formalizing a coordinated recycling program, starting in 2017.

Comments:

- Clpn. Napier is in favor of collaborative efforts including this program.
- Council had a County presentation on organic recycling which is a priority for 2017. Manager Fulton explained that the county has expectations and by having someone to do this program we can present and provide better recycling.
- Clpn. Iago specifically asked why Mendota Heights and Inver Grove Heights were not interested in this collaborative effort. Both cities have staffing issues and reorganizations they are working through.
- Clpn. Bellows via Clpn. Iago said he would not vote unless South St. Paul hosted the position. He is not particularly in favor of the addition of staff. It is a worthwhile project.
- Clpn. Napier thinks its overdue. The County puts a lot of time and energy in the program. The emphasis on recycling could save us money in this community. It benefits us to collaborate with other communities on these types of endeavors. Hopefully we have a three-way partnership and Mendota Heights joins in eventually.
- Clpn. Halverson supports collaborative efforts and this is a smart way to share costs and enhance our recycling program.

Motion was made by Clpn. Vitelli and seconded by Clpn. Halverson to approve the collaborative Joint Power Agreement to provide Recycling Coordinator Services between West St. Paul and South St. Paul. Clpns. Halverson, Vitelli, Armon and Napier voted aye. Clpn. Iago voted nay. Motion carried.

14. Adjourn

Motion was made by Clpn. Armon and seconded by Clpn. Halverson to adjourn the meeting at 7:25 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: October 24, 2016
SUBJECT: List of Claims



City of West St. Paul

BACKGROUND INFORMATION:

Invoices to be paid

FISCAL IMPACT:

\$2,995,123.53

STAFF RECOMMENDATION:

Approve payment of attached

CITY OF WEST ST PAUL

Summary of List of Claims

Council Meeting of October 24, 2016

PAYROLL CHECK REGISTER:

Payroll Period	9/26/16 - 10/09/16	
Date Paid	10/14/2016	\$146,032.95
Direct Deposit		

Payroll Period
Date Paid
Direct Deposit

TOTAL NET PAYROLL

\$146,032.95

DISBURSEMENT CHECK REGISTER:

Checks	123066 - 123177	\$2,595,235.20
EFTS	1032 - 1049	\$253,855.38

TOTAL DISBURSEMENT CHECKS

\$2,849,090.58

TOTAL PAYROLL, DISBURSEMENTS, ACH AND WIRE TRANSFERS

\$2,995,123.53

Payment Register

From Payment Date: 10/7/2016 - To Payment Date: 10/24/2016

Number	Date	Payee Name	Transaction Amount
AP - Accounts Payable			
<u>Check</u>			
123066	10/10/2016	SOUTH METRO FIRE DEPT	\$163,079.86
123067	10/10/2016	SOUTH METRO FIRE DEPT	\$177,116.17
123068	10/11/2016	MENARDS	\$2,137.34
123069	10/24/2016	1SOURCE OFFICE & FACILITY SUPPLY	\$182.94
123070	10/24/2016	ABRAMS & SCHMIDT ATTORNEYS AT LAW	\$255.00
123071	10/24/2016	ACME TOOLS	\$210.85
123072	10/24/2016	ADVANCED ENGINEERING & ENVIRONMENTAL	\$3,555.50
123073	10/24/2016	AIRTECH THERMEX	\$240.00
123074	10/24/2016	AMERICAN ENGINEERING TESTING	\$5,873.50
123075	10/24/2016	ARROW MOWER	\$28.14
123076	10/24/2016	ATEC LLC	\$105.99
123077	10/24/2016	BAUER BUILT INC	\$1,313.90
123078	10/24/2016	BCA CJTE	\$1,110.00
123079	10/24/2016	BENJAMIN FRANKLIN PLUMBING	\$5,266.60
123080	10/24/2016	BROOKLYN PARK, CITY OF	\$75.00
123081	10/24/2016	BRYAN ROCK PRODUCTS INC	\$1,259.87
123082	10/24/2016	BUFFINGTON, HOWARD	\$13,600.00
123083	10/24/2016	CINTAS UNIFORMS	\$139.00
123084	10/24/2016	CMI INC	\$115.00
123085	10/24/2016	CORPORATE MARK INC	\$47.50
123086	10/24/2016	CUB FOODS - WEST ST PAUL	\$59.06
123087	10/24/2016	CUMMINS NPOWER,LLC	\$217.36
123088	10/24/2016	DAKOTA COMMUNICATIONS CENTER	\$55,602.00
123089	10/24/2016	EHLERS & ASSOCIATES	\$920.00
123090	10/24/2016	EILEN & SONS TRUCKING INC	\$250.00
123091	10/24/2016	EUREKA CONSTRUCTION	\$820,700.25
123092	10/24/2016	EXCEL TURF & ORNAMENTAL	\$192.38
123093	10/24/2016	FIDELITY SECURITY LIFE	\$147.77
123094	10/24/2016	FOTH INFRASTRUCTURE & ENVIRO	\$2,380.00
123095	10/24/2016	GALLS INC	\$680.00
123096	10/24/2016	GERTENS GREENHOUSE	\$288.00
123097	10/24/2016	GOLDBERG, WM & MORPHEW LAW OFFICE,	\$37,500.00
123098	10/24/2016	GOPHER STATE ONE-CALL	\$299.70
123099	10/24/2016	GRAHAM, AUNDREA	\$48.42
123100	10/24/2016	HENNEPIN COUNTY WARRANTS	\$78.00
123101	10/24/2016	INDEPENDENT BLACK DIRT CO	\$490.00
123102	10/24/2016	INTERSTATE POWER SYSTEMS, INC	\$103.77
123103	10/24/2016	INVER GROVE FORD	\$173.09
123104	10/24/2016	JON DIRKS/SNAP ON TOOLS	\$51.50
123105	10/24/2016	KEEPRS, INC	\$557.25
123106	10/24/2016	KISS'S COLLISION CENTER	\$1,255.00
123107	10/24/2016	LANGUAGE LINE SERVICES	\$89.24
123108	10/24/2016	LAW ENFORCEMENT LABOR SERVICES	\$1,245.42
123109	10/24/2016	LEACH, JUANITA, M	\$3,750.00
123110	10/24/2016	LEVANDER, GILLEN & MILLER	\$32,379.90
123111	10/24/2016	LIST, JAY	\$975.00
123112	10/24/2016	LMCIT	\$224.26
123113	10/24/2016	LOWE'S RETAIL STORE	\$406.98
123114	10/24/2016	LS BLACK CONSTRUCTORS	\$342,458.96
123115	10/24/2016	LUNZER, PETRA	\$50.00

Payment Register

From Payment Date: 10/7/2016 - To Payment Date: 10/24/2016

123116	10/24/2016	LYONS, RODNEY	\$247.00
123117	10/24/2016	M T I DISTRIBUTING	\$250.73
123118	10/24/2016	MALERICH, DANETTE	\$130.00
123119	10/24/2016	MANSFIELD OIL COMPANY	\$5,215.89
123120	10/24/2016	MARCO, INC	\$699.73
123121	10/24/2016	MCCARTY, PATRICK	\$340.23
123122	10/24/2016	MCMULLEN INSPECTING, INC	\$1,103.20
123123	10/24/2016	MENARDS	\$1,230.56
123124	10/24/2016	MENDOTA HEIGHTS/CITY OF	\$1,160.00
123125	10/24/2016	METRO SALES	\$137.00
123126	10/24/2016	METROPOLITAN COUNCIL	\$138,214.18
123127	10/24/2016	METROPOLITAN COUNCIL	\$7,380.45
123128	10/24/2016	MID-NORTHERN SERVICES	\$1,007.80
123129	10/24/2016	MIDWEST PLAYSCAPES	\$682.00
123130	10/24/2016	MN BENEFIT ASSOCIATION	\$929.26
123131	10/24/2016	MN DEPT OF COMMERCE- UNCLAIMED	\$50.00
123132	10/24/2016	MN DEPT OF LABOR & IND-CODE/IN	\$3,791.27
123133	10/24/2016	MN DEPT OF LABOR & IND-CODE/IN	\$50.00
123134	10/24/2016	MN DEPT-EMPL & ECON DEV	\$4,110.00
123135	10/24/2016	MN FALL MAINTENANCE EXPO	\$275.00
123136	10/24/2016	MN GLOVE	\$367.38
123137	10/24/2016	MN MUTUAL LIFE	\$1,077.95
123138	10/24/2016	MN NCPERS LIFE INSURANCE	\$160.00
123139	10/24/2016	MN PLUMBING & APPLIANCE	\$51.00
123140	10/24/2016	MN TEAMSTERS LOCAL #320	\$1,030.00
123141	10/24/2016	MN UNEMPLOYMENT INSURANCE FUND	\$419.00
123142	10/24/2016	NITTI SANITATON INC	\$133.17
123143	10/24/2016	NORTHERN SAFETY CO., INC	\$90.35
123144	10/24/2016	O'REILLY AUTOMOTIVE, INC	\$534.01
123145	10/24/2016	OFFICE DEPOT	\$127.68
123146	10/24/2016	OPENGOV, INC	\$7,000.00
123147	10/24/2016	PAPER ROLL PRODUCTS	\$299.50
123148	10/24/2016	PARKOS CONSTRUCTION CO INC	\$48,107.05
123149	10/24/2016	PEMBER COMPANIES INC	\$70,349.71
123150	10/24/2016	PETCO ANIMAL SUPPLIES	\$66.41
123151	10/24/2016	POWERPLAN/R D O EQUIPMENT	\$95.09
123152	10/24/2016	R & R SPECIALTIES	\$73.50
123153	10/24/2016	RED WING SHOE STORE	\$586.23
123154	10/24/2016	REISWIG, MATTHEW	\$835.50
123155	10/24/2016	RICOH USA INC	\$195.88
123156	10/24/2016	SAFETY KLEEN CORPORATION	\$178.72
123157	10/24/2016	SAM'S CLUB DIRECT	\$141.22
123158	10/24/2016	SCOTT COUNTY WARRANTS	\$315.00
123159	10/24/2016	SELECTACCOUNT	\$154.03
123160	10/24/2016	SFDMG, LLC	\$5,207.94
123161	10/24/2016	SOUTH METRO FIRE DEPT	\$177,116.17
123162	10/24/2016	SOUTH METRO SPORTS	\$151.50
123163	10/24/2016	SPRINGSTED, INC	\$5,505.40
123164	10/24/2016	SPRWS	\$7,051.49
123165	10/24/2016	SRF CONSULTING GROUP INC	\$148,937.82
123166	10/24/2016	ST PAUL REGIONAL WATER SERVICE	\$27,931.14
123167	10/24/2016	TESSMAN SEED	\$346.00
123168	10/24/2016	TI-ZACK	\$183,312.95
123169	10/24/2016	TRANSUNION RISK & ALTERNATIVE	\$25.75

Payment Register

From Payment Date: 10/7/2016 - To Payment Date: 10/24/2016

123170	10/24/2016	TURFWERKS	\$189.71
123171	10/24/2016	TURNER, CHERISSE	\$40.00
123172	10/24/2016	TWIST OFFICE PRODUCTS	\$260.14
123173	10/24/2016	WALTZ/CHRISTINE	\$29.70
123174	10/24/2016	WHEELER, DEBORAH	\$700.00
123175	10/24/2016	WSB & ASSOCIATES	\$1,294.25
123176	10/24/2016	XCEL ENERGY	\$33,564.09
123177	10/24/2016	ZAN ASSOCIATES	\$24,893.00
Type Check Totals:			<u>\$2,595,235.20</u>

EFT

1032	10/19/2016	DEARBORN NATIONAL	\$461.96
1033	10/19/2016	I C M A	\$27,928.21
1034	10/19/2016	I C M A RETIREMENT TRUST-457	\$7,095.82
1035	10/19/2016	IRS - PR TAXES	\$49,621.31
1036	10/19/2016	MII LIFE --- VEBA	\$2,925.77
1037	10/19/2016	MN DEPT OF REVENUE - PR TAXES	\$10,092.46
1038	10/19/2016	MN REVENUE	\$100.00
1039	10/19/2016	MSRS - 457	\$1,900.00
1040	10/19/2016	MSRS HCSP	\$2,200.29
1041	10/19/2016	PUBLIC EMPLOYEES RETIRMNT ASSN	\$45,510.60
1042	10/19/2016	THE HARTFORD-PRIORITY ACCOUNTS	\$1,292.24
1043	10/19/2016	MII LIFE --- VEBA	\$1,551.92
1044	10/24/2016	HIGHER STANDARDS INC	\$766.93
1045	10/24/2016	ANCHOR BANK	\$217.27
1046	10/24/2016	MN STATE TREASURER	\$2,487.00
1047	10/24/2016	SELECTACCOUNT	\$3,649.21
1048	10/24/2016	SW/WC SERVICE COOPERATIVE	\$93,859.00
1049	10/24/2016	US BANK CARD MEMBER SERVICE	\$2,195.39
Type EFT Totals:			<u>\$253,855.38</u>

TOTAL CHECKS & EFTS

\$2,849,090.58

2016 CREDIT CARD PURCHASES

Transaction date	Cardholder	Vendor	Expense Type	Account Number	Amount	Comments
8/24/16	Matthew Swenke	Fed-Ex	Shipping	101-42100-40345	14.13	Ref: WSPPD ICR: 15001134
8/29/16	Matthew Swenke	Target	K-9 Training supplies	101-42100-40455	11.94	K-9 Training supplies for Doc Stanley
9/8/16	Matthew Swenke	Royal Canine	Dog food	101-42100-40455	146.97	dog food
8/11/16	Brian Sturgeon	Jimmy Johns	Crime Prevention - Food	101-42100-40453	100.68	ROMA meeting at City Hall
8/16/16	Brian Sturgeon	MAWP	Training	101-42100-40310	525.00	MN Assoc of Women Police Conference for 3
8/19/16	Brian Sturgeon	MAWP	Training	101-42100-40310	200.00	MN Assoc of Women Police Conference for 1
8/23/16	Brian Sturgeon	Zoro	Office Supplies	101-42100-40230	67.74	Cleaning Wipes for Livescan Fingerprint Machine
8/23/16	Brian Sturgeon	MN BCA	Training	101-42100-40310	625.00	Mitchell to attend Forensic Science Partners Class
8/23/16	Brian Sturgeon	MN BCA	Training	101-42100-40310	625.00	Duplicate to above class. Will receive a credit.
8/24/16	Brian Sturgeon	BCA	Training	101-42100-40310	-625.00	credit for duplicate charge
9/6/16	Brian Sturgeon	BCA	Training	101-42100-40310	60.00	Tri-County Investigation Conference for Reynolds
9/6/16	Brian Sturgeon	BCA	Training	101-42100-40310	60.00	Tri-County Investigation Conference for Mitchell
8/29/16	Brian Sturgeon	USPCA	registration	101-42100-40455	50.00	registration - USPCA
9/2/16	Brian Sturgeon	ILEETA	membership	101-42100-40433	45.00	membership dues
8/16/16	Dave Schletty	1000Bulbs.com	Building Supplies	617-49873-40223	2,401.36	Replacement bulbs for Dome
8/16/16	Dave Schletty	K2 Awards	credit	101-45000-40450	-69.32	credit for over charge
8/17/16	Dave Schletty	Office Depot	Office Supplies	101-45000-40200	20.88	Paper for program certificates
8/19/16	Dave Schletty	MRPA	annual membership	101-45000-40433	247.00	annual MRPA membership
8/22/16	Dave Schletty	walmart	program supplies	101-45000-40450	50.00	Food for Safety Camp
8/23/16	Dave Schletty	Little Caesars	program supplies	101-45000-40450	58.92	Food for Safety Camp
8/26/16	Dave Schletty	Best Buy	general supplies	101-45000-40230	139.25	stereo receiver/amplifier for movie in park equipt
8/16/16	Dave Schletty	Amazon	Misc Supplies	101-45000-40450	155.94	supplies for color run
8/15/16	Duane Schneider	Recycle Reminders	Ground Supplies	600-49950-40225	101.58	No Dumping Sign
8/17/16	Duane Schneider	Gekk	Equipment	101-41945-40490	114.43	Valve
8/18/16	Duane Schneider	Otterbox	Equipment	101-43100-40230	5.35	Warranty Shipping
8/24/16	Duane Schneider	Dakota County	ROW Permit	413-50000-40530	135.00	Art Park ROW Permit
8/30/16	Duane Schneider	Zagg Glass	Equipment	602-49450-40230	21.00	Screen Protector
9/2/16	Duane Schneider	UPS	Mailing costs	602-49450-40345	20.47	Shipping to Faribault
9/7/16	Duane Schneider	Amazon	Building Lighting	101-41945-40490	94.97	Exit Light
9/12/16	Chantal Doriott	Culvers	dinner	101-41110-40490	76.56	city council/staff meeting night dinner
8/22/16	Chantal Doriott	pho siagon	council	101-41110-40490	60.66	dinner
8/22/16	Chantal Doriott	target	ciuncil	101-41110-40490	8.50	water
8/10/16	Chantal Doriott	jimmy Johns	elections	101-41410-40490	34.12	lunch
8/25/16	Chantal Doriott	postage	postage	101-41910-40345	100.00	used for certified mailings
8/19/16	Bud Shaver	Cub Foods	Lunch	101-42100-40490	14.65	Lunch for Use of Force Instructors (range)
8/27/16	Bud Shaver	Amazon.com	Books	101-42100-40535	48.68	Leadership Books, new sergeants
8/11/16	Bud Shaver	State of MN	Notary Recertification	101-42100-40490	240.00	Shewchuk and Waltz
9/12/16	Bud Shaver	Sam's	supplies	101-42100-40490	70.53	sgt promotional recognition
8/12/16	Sherrie Le	Arrowwood Resort	Lodging for conference	101.41320.40310	228.92	MPELRA conf.
8/23/16	Sherrie Le	Survey Monkey	Survey	101-41110-40490	24.00	survey
8/29/16	Sherrie Le	Volgistics	volunteer software	101-41320-40492	31.00	volunteer tracking
9/8/16	Sherrie Le	Star Tribune	subscription	101-41320-40343	35.25	subscription
8/19/16	Sherrie Le	Shutterstock	license downloads	101-41320-40343	49.00	license down loads
8/31/16	Sherrie Le	Facebook	facebook ads	101-41320-40343	49.99	facebook ads
9/1/16	Sherrie Le	Adobe Systems	subscription	101-41920-40433	256.97	subscription
9/2/16	Sherrie Le	Amazon	wellness incentive	101-44140-40330	46.32	2016 wellness challenge
9/12/16	Ben Boike	Walmart	Presentation Binders	101-41910- 40490	209.03	Crime Free Rental Class - expenses reimbursed through class fee
8/12/16	Marc Gade	Amazon	supplies	101-41920-40201	49.80	laptop 12v auto car charger

SUBTOTAL PAGE 1

7,037.27

2016 CREDIT CARD PURCHASES

Transaction date	Cardholder	Vendor	Expense Type	Account Number	Amount	Comments
8/2/16	Mike Sanders	Crown Plastic	Park Improvement	413-45000-40530	2,548.32	Southview Tennis Court Materials
8/10/16	Mike Sanders	ESCH	Equipment	602-49450-40240	245.00	Saw Blade for Concrete
8/16/16	Mike Sanders	Ebay purchase	Office Supplies	602-49450-40240	85.95	Batteries
8/16/16	Mike Sanders	Ebay purchase	Equipment	602-49450-40220	76.59	Dodge Caravan/VW Heater Hose
8/19/16	Mike Sanders	UPS	Courier Service/Postage	101-43100-40345	26.01	Postage to send 25lb package to Faribault
8/22/16	Mike Sanders	Universal Engine	Equipment	602-49450-40220	151.59	Thermostats
9/7/16	Mike Sanders	ASAP	Building Supplies	602-49450-40220	51.91	Indicator Lamp
8/30/16	Mike Sanders	Lights.com	Tree	617-49873-40230	118.95	Dome Xmas Tree
8/18/16	Ross Beckwith	First Aid Supplies On Line	Office Supplies	101-43100-40200	36.29	Eye Wash (6 Bottles)
8/19/16	Ross Beckwith	Cub Foods	Refreshments	551-43121-41113	8.99	Robert St mtg
8/19/16	Ross Beckwith	Caribou Coffee	Refreshments	551-43121-41113	12.84	Robert St mtg
8/22/16	Ross Beckwith	RelyMedia	supplies	602-49450-40220	1,050.00	flash drives
9/2/16	Ross Beckwith	Caribou Coffee	Refreshments	551-43121-41113	12.84	Robert St mtg
9/2/16	Ross Beckwith	CUB Foods	Refreshments	551-43121-41113	13.39	Robert St mtg
8/18/16	Jim Hartshorn	Panera Bread	Meeting	209-41121-40399	2.24	Developer Meeting
8/25/16	Jim Hartshorn	Teresa's	Developer Lunch	209-41121-40399	13.25	Developer Meeting
9/2/16	Jim Hartshorn	Fireside Bar & Restaurant	Developer Lunch	209-41121-40399	13.55	Developer Meeting
9/8/16	Jim Hartshorn	Axels	Developer Lunch	209-41121-40399	23.30	Developer/Consultant Meeting
9/1/16	Dennis Schilling	Menards	Building Supplies	101-41940-40223	8.51	Hand soap
9/1/16	Dennis Schilling	Menards	Building Supplies, return	101-41940-40223	-8.51	Hand soap
8/17/16	Dennis Schilling	ICC	Books	101-42401-40435	135.00	Wood wall bracing provisions
8/22/16	Dennis Schilling	10K ICC	Continuing Education	101-42401-40310	440.00	Continuing Education (Dennis/Sabrina)
9/7/16	Dennis Schilling	Twist Office Supply	Supplies Genral	101-41940-40230	83.55	Toner for Graces printer
9/1/16	Dennis Schilling	Menards	Supplies Genral	101-41940-40223	8.56	Hand soap
		SUBTOTAL PAGE 2			5,158.12	
		TOTAL PAGE 1 & 2			12,195.39	
8/19/16		payment			-5,000.00	
8/22/16		payment			-5,000.00	
					<u>2,195.39</u>	

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: October 24, 2016
SUBJECT: Approve Closing Debt Service Funds



City of West St. Paul

BACKGROUND INFORMATION:

Staff requests authorization to close the following debt service funds which were refinanced in 2015.

Fund to Close	Transfer to Fund	Amount
323 – 2006 GO Bonds	333 – 2015A GO Refunding Bonds	41,577.43
324 – 2008 GO Bonds	334 – 2015B GO Refunding Bonds	1,474.10
375 – 2005 TIF Bonds	335 – 2015C TIF Refunding Bonds	27,611.84

FISCAL IMPACT:

There is no fiscal impact.

	Amount
Fund:	
Department:	
Account:	

STAFF RECOMMENDATION:

Closing refunded debt service funds as outlined above.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: October 24, 2016
SUBJECT: September 2016 General Fund Budget Report



City of West St. Paul

BACKGROUND INFORMATION:

Attached is the September 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 September is 75%. Actual revenues total 61% and expenditures total 70%.

All departments are near or below 75% with the following exceptions:

- Mayor/Council – 106% due to higher than expected expenditures for web streaming services and for Winter Fun Fest expenditures (offset by donations).
- Finance – 78% due to severance pay for employee resignation.
- Legal – 85% due to higher than expected civil legal costs.
- Civil Defense – 79% due to payment of annual subscription.

FISCAL IMPACT: None

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the September 2016 General Fund Budget Report.

City of West St Paul
 General Fund Budget to Actual Report
 September 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	1,167	6,664,894	3,388,891	66%
Licenses and Permits	519,500	32,606	301,214	218,286	58%
Intergovernmental Revenues	484,500	600	183,026	301,474	38%
Charges for Services	639,205	45,115	432,127	207,078	68%
Fines & Forfeits	125,000	14,663	93,448	31,552	75%
Miscellaneous	231,908	5,665	133,526	98,382	58%
Other Financing Sources	688,000	-	5,809	682,191	1%
REVENUE TOTALS	<u>12,741,898</u>	<u>99,817</u>	<u>7,814,045</u>	<u>4,927,853</u>	61%
EXPENSE					
Mayor and Council	120,652	22,374	127,769	(7,117)	106%
Charter Commission	1,500	-	195	1,305	13%
City Manager / City Clerk	778,375	86,632	580,536	197,839	75%
Elections	28,575	4,003	16,200	12,375	57%
Finance	378,370	49,765	295,437	82,933	78%
Legal	360,000	29,346	304,858	55,142	85%
Planning & Comm Develop	317,275	35,441	202,288	114,987	64%
Recycling Dept	23,250	-	7,709	15,541	33%
Information Technology	437,225	38,645	308,211	129,014	70%
City Hall Building	205,610	16,380	128,459	77,151	62%
PW Facility	63,000	4,047	39,291	23,709	62%
Police	4,269,675	453,927	3,121,580	1,148,095	73%
Communications Center	638,065	52,594	469,551	168,514	74%
Fire	2,125,394	177,116	1,239,813	885,581	58%
Building Inspections	415,635	40,650	266,843	148,792	64%
Civil Defense	15,295	1,227	12,009	3,286	79%
Traffic Signs	23,900	3,550	16,509	7,391	69%
Animal Control	5,150	-	-	5,150	0%
Engineering	204,004	20,135	129,180	74,824	63%
Streets	1,201,698	124,909	868,326	333,372	72%
Street Lighting	132,025	8,772	87,201	44,824	66%
Human Resources	138,775	5,753	69,818	68,957	50%
Parks and Recreation	823,450	100,042	637,197	186,253	77%
Transfers Out	35,000	-	-	35,000	0%
EXPENSE TOTALS	<u>12,741,898</u>	<u>1,275,307</u>	<u>8,928,979</u>	<u>3,812,920</u>	70%
General Fund Totals					
REVENUE TOTALS	12,741,898	99,817	7,814,045	4,927,853	61%
EXPENSE TOTALS	12,741,898	1,275,307	8,928,979	3,812,920	70%
General Fund Net	-	(1,175,491)	(1,114,934)	1,114,934	

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: October 24, 2016
SUBJECT: September 2016 Investment Report



City of West St. Paul

BACKGROUND INFORMATION:

Attached is the investment report for September 2016.

FISCAL IMPACT:

There is no fiscal impact.

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the September 2016 investment report.



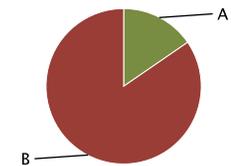
Portfolio holdings

as of October 04, 2016

Summary of Portfolio Holdings

	Cost basis (\$)	Value on 10/04/2016 (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of portfolio
A Cash	1,450,375.71	1,450,375.71	0.00	0.00%	4,351.13	0.30%	15.42%
Cash	1,450,375.71	1,450,375.71	0.00	0.00%	4,351.13	0.30%	15.42%
B Fixed Income	7,857,288.75	7,953,889.59	96,600.84	1.23%	123,412.50	1.55%	84.58%
US	7,372,288.75	7,461,099.04	88,810.29	1.20%	115,145.00	1.54%	79.34%
International	485,000.00	492,790.55	7,790.55	1.61%	8,267.50	1.68%	5.24%
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	\$9,307,664.46	\$9,404,265.30	\$96,600.84	1.04%	\$127,763.63	1.36%	100%

Balanced mutual funds are allocated in the 'Other' category





Portfolio holdings - as of October 04, 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	\$9,307,664.46	\$9,404,265.30	\$96,600.84	1.04%	\$127,763.63	1.36%	100%	100%

Cash	Quantity	Purchase price (\$)/ Avg Price	Price on 10/04/2016 (\$)	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	2,998.73	1.00	1.00	2,998.73	2,998.73	0.00	0.00%	0.00	0.00%	0.21%	0.03%
UBS SELECT PRIME INSTITUTIONAL FUND	1,450,375.71	1.00	1.00	1,450,375.71	1,450,375.71	0.00	0.00%	4,351.13	0.30%	100.00%	15.42%
Client investment: \$0.00 Reinvested dividends: \$1,450,375.71 Investment return: \$1,450,375.71 (0%)											
USD CASH	-2,998.73	1.00	1.00	-2,998.73	-2,998.73	0.00	0.00%	0.00	0.00%	-0.21%	-0.03%
Total Cash				\$1,450,375.71	\$1,450,375.71	\$0.00	0.00%	\$4,351.13	0.30%	100.00%	15.42%

Total Cash				\$1,450,375.71	\$1,450,375.71	\$0.00	0.00%	\$4,351.13	0.30%	100.00%	15.42%
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Fixed Income	Quantity	Purchase price (\$)/ Avg Price	Price on 10/04/2016 (\$)	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	100.00	245,000.00	245,340.52	340.52	0.14%	3,062.50	1.25%	3.08%	2.61%
AMERICAN EXPRESS C NY US RT 02.1000% MAT 10/17/18 FIXED RATE CD	240,000.00	100.00	102.09	240,000.00	247,356.20	7,356.20	3.07%	5,040.00	2.06%	3.11%	2.63%
AMERICAN EXPRESS F UT US RT 02.0000% MAT 07/24/19 FIXED RATE CD	240,000.00	100.00	102.53	240,000.00	247,023.65	7,023.65	2.93%	4,800.00	1.95%	3.11%	2.63%
BANGOR SVGS BK ME US RT 01.1000% MAT 07/15/19 FIXED RATE CD	245,000.00	100.00	100.15	245,000.00	245,963.12	963.12	0.39%	2,695.00	1.10%	3.09%	2.62%
BANK OF HAMPTON RO VA US RT 01.0000% MAT 09/27/17 FIXED RATE CD	240,000.00	100.00	100.22	240,000.00	240,564.43	564.43	0.24%	2,400.00	1.00%	3.02%	2.56%
BANKUNITED FSB FL US RT 01.1000% MAT 02/20/18 FIXED RATE CD	200,000.00	100.00	100.65	200,000.00	201,583.32	1,583.32	0.79%	2,200.00	1.09%	2.53%	2.14%



Portfolio holdings - as of October 04, 2016 (continued)

Fixed Income	Quantity	Purchase price (\$)/ Avg Price	Price on 10/04/2016 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Fixed Income	% of portfolio
US											
BARCLAYS BK DE US RT 02.1000% MAT 07/23/19 FIXED RATE CD	245,000.00	100.00	102.50	245,000.00	252,141.75	7,141.75	2.92%	5,145.00	2.05%	3.17%	2.68%
BK OF NORTH CAROLI ME US RT 01.0000% MAT 01/30/17 FIXED RATE CD	200,000.00	100.00	100.16	200,000.00	200,343.92	343.92	0.17%	2,000.00	1.00%	2.52%	2.13%
BMW BANK NORTH AME UT US RT 02.1500% MAT 12/10/19 FIXED RATE CD	240,000.00	100.00	103.34	240,000.00	249,660.69	9,660.69	4.03%	5,160.00	2.08%	3.14%	2.65%
CAPITAL ONE BK VA US RT 02.1000% MAT 10/01/19 FIXED RATE CD	245,000.00	100.00	102.60	245,000.00	251,417.19	6,417.19	2.62%	5,145.00	2.05%	3.16%	2.67%
CIT BK SALT LAKE C UT US RT 02.1000% MAT 11/13/19 FIXED RATE CD	240,000.00	100.00	102.97	240,000.00	249,125.98	9,125.98	3.80%	5,040.00	2.04%	3.13%	2.65%
COMENITY BANK DE US RT 01.3500% MAT 12/12/17 FIXED RATE JUMBO CD	200,000.00	100.00	100.21	200,000.00	200,419.40	419.40	0.21%	2,700.00	1.35%	2.52%	2.13%
COMPASS BANK AL US RT 01.3000% MAT 12/11/17 FIXED RATE CD	245,000.00	100.00	100.47	245,000.00	247,174.90	2,174.90	0.89%	3,185.00	1.29%	3.11%	2.63%
FIRST BK HIGHLAND IL US RT 01.9500% MAT 07/24/19 FIXED RATE CD	240,000.00	100.00	100.06	240,000.00	241,076.78	1,076.78	0.45%	4,680.00	1.95%	3.03%	2.56%
FNMA NTS 01.000 % DUE 122617 DTD 122612 FC 06262013	250,000.00	100.00	100.03	250,000.00	250,758.06	758.06	0.30%	2,500.00	1.00%	3.15%	2.67%
FNMA NTS STEP-UP 01.000 % DUE 082421 DTD 082416 FC 02242017	500,000.00	100.00	99.80	500,000.00	499,545.56	-454.44	-0.09%	5,000.00	1.00%	6.28%	5.31%
FNMA NTS STEP-UP 01.250 % DUE 072721 DTD 072716 FC 01272017	500,000.00	100.00	99.56	500,000.00	498,948.19	-1,051.81	-0.21%	6,250.00	1.26%	6.27%	5.31%
GOLDMAN SACHS BANK NY US RT 02.0500% MAT 07/23/19 FIXED RATE CD	200,000.00	100.00	102.39	200,000.00	205,592.00	5,592.00	2.80%	4,100.00	2.00%	2.58%	2.19%
GOLDMAN SACHS BK U UT US RT 01.3500% MAT 08/29/17 FIXED RATE CD	240,000.00	100.00	100.46	240,000.00	241,393.81	1,393.81	0.58%	3,240.00	1.34%	3.03%	2.57%
HSBC BANK , NA DE US RT 01.2500% MAT 03/30/20 STEP RATE CD	240,000.00	100.00	100.19	240,000.00	240,453.60	453.60	0.19%	3,000.00	1.25%	3.02%	2.56%
JPMORGAN CHASE & C DE US RT 01.2500% MAT 11/30/18 FIXED RATE CD	200,000.00	100.00	100.12	200,000.00	200,469.73	469.73	0.23%	2,500.00	1.25%	2.52%	2.13%
NEW YORK CITY TRANSITION TAX C-3 RV BE/R/ 1.280 110118 DTD 120412	500,000.00	100.00	100.76	500,000.00	506,510.00	6,510.00	1.30%	6,400.00	1.27%	6.37%	5.39%



Portfolio holdings - as of October 04, 2016 (continued)

Fixed Income	Quantity	Purchase price (\$)/ Avg Price	Price on 10/04/2016 (\$)	Cost basis (\$)	Market value (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of Fixed Income	% of portfolio
US											
SALLIE MAE BK UT US RT 01.5000% MAT 10/10/17 FIXED RATE CD	240,000.00	100.00	100.73	240,000.00	243,495.35	3,495.35	1.46%	3,600.00	1.49%	3.06%	2.59%
SUN NATL BK NJ US RT 01.0000% MAT 10/03/17 FIXED RATE CD	240,000.00	100.00	100.25	240,000.00	240,597.60	597.60	0.25%	2,400.00	1.00%	3.02%	2.56%
THIEF RIVER FALLS MN TAX SR B BE/RV 3.000 020125 DTD 060112	375,000.00	101.68	103.42	381,288.75	389,782.50	8,493.75	2.23%	11,250.00	2.90%	4.90%	4.14%
THIRD FED S&L ASSN OH US RT 02.0000% MAT 11/25/19 FIXED RATE CD	247,000.00	100.00	102.96	247,000.00	256,106.31	9,106.31	3.69%	4,940.00	1.94%	3.22%	2.72%
TWO RIVERS ST BK NE US RT 01.2500% MAT 07/18/19 FIXED RATE CD	169,000.00	100.00	100.09	169,000.00	169,239.63	239.63	0.14%	2,112.50	1.25%	2.13%	1.80%
WORLD'S FOREMOST B NE US RT 02.3000% MAT 08/06/20 FIXED RATE JUMBO CD	200,000.00	100.00	99.33	200,000.00	199,014.85	-985.12	-0.49%	4,600.00	2.32%	2.50%	2.11%
Total US				\$7,372,288.75	\$7,461,099.04	\$88,810.29	1.20%	\$115,145.00	1.54%	93.80%	79.34%
International											
ORIENTAL BANK PR RT 01.2500% MAT 08/31/17 FIXED RATE CD	240,000.00	100.00	100.45	240,000.00	241,100.88	1,100.88	0.46%	3,000.00	1.24%	3.03%	2.56%
STATE BK OF INDIA NY US RT 02.1500% MAT 09/11/19 FIXED RATE CD	245,000.00	100.00	102.60	245,000.00	251,689.67	6,689.67	2.73%	5,267.50	2.10%	3.16%	2.68%
Total International				\$485,000.00	\$492,790.55	\$7,790.55	1.61%	\$8,267.50	1.68%	6.20%	5.24%
Total Fixed Income				\$7,857,288.75	\$7,953,889.59	\$96,600.84	1.23%	\$123,412.50	1.55%	100.00%	84.58%
Total Portfolio				\$9,307,664.46	\$9,404,265.30	\$96,600.84	1.04%	\$127,763.63	1.36%	100%	100%

Total accrued interest (included in market values): \$24,041.95



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: October 24, 2016
SUBJECT: September 2016 Bank Reconciliation



City of West St. Paul

BACKGROUND INFORMATION:

Attached is the summary bank reconciliation for September 2016.

FISCAL IMPACT:

There is no fiscal impact.

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the September 2016 bank reconciliation.

**CITY OF WEST ST. PAUL
BANK RECONCILIATION
September 30, 2016**

ANCHOR BANK BALANCE:

Ending Balance - Checking Account	\$	1,805,392.13
Deposits in Transit		7,256.73
Outstanding Disbursements & Checks		(2,035,282.42)
Petty Cash		3,000.00

RECONCILED BALANCE	\$	(219,633.56)
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CITY TREASURER'S BALANCE:

Previous Month's Reconciled Balance	\$	582,392.34
Daily Receipts Posted		1,575,532.87
Disbursement Checks Issued		(3,554,847.67)
Payroll Checks and Direct Deposits		(467,419.84)
Cash Journal Entries (net)		1,750,000.00

Adjustments:		
	Reverse Prior Months Adj.	(191.23)
	Acct. Service Charge	(18.00)
	PPD ICMA	(200.00)
	PERA	(372.16)
	PPD ICMA	(7,095.82)
	PERA	(45,836.81)
	IRS Tax Payment	(53,050.30)
	Reconciling Item	(0.02)
	September Adj.	1,473.08

RECONCILED BALANCE	\$	(219,633.56)
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CASH ACCOUNT BALANCE:

	\$	(114,533.53)
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Adjustments:		
		(105,100.03)

RECONCILED BALANCE	\$	(219,633.56)
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CITY OF WEST ST. PAUL

09/30/16

FUND NUMBER AND NAME		CURRENT MONTH'S ACTIVITIES		
		BEGINNING BAL	NET REV / (EXP)	ENDING BAL
101	General Fund	2,219,323.98	(384,417.26)	1,834,906.72
209	Economic Development Authority	299,681.20	(21,317.63)	278,363.57
212	Insurance Fund	432,905.45	(154.05)	432,751.40
213	Innovation Fund	68,746.65	-	68,746.65
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	-	620,741.92
327	2008 Capital Note	621,064.33	-	621,064.33
328	2009 Capital Note	851,598.77	-	851,598.77
329	2012 GO Bonds	663,482.99	-	663,482.99
330	2013 GO Bonds	73,468.74	-	73,468.74
331	2014A GO Bonds	125,225.36	-	125,225.36
332	2014B GO Bonds	298,183.84	-	298,183.84
333	2015A Refunding Bonds	16,457.36	-	16,457.36
334	2015B Go Refunding Bonds	89,468.12	-	89,468.12
335	2015C Go Tax Increment Refunding	(16,453.31)	-	(16,453.31)
375	2005 G O TIF Bonds	(79,826.16)	-	(79,826.16)
401	Vehicle and Equipment Reserve	2,079,056.97	(129,515.27)	1,949,541.70
402	M S A Streets Fund	95,963.44	(8,219.50)	87,743.94
403	Street Maintenance Fund	889,553.68	(95,720.04)	793,833.64
409	Police and Fire PERA	235,941.02	-	235,941.02
411	Technology Replacement Fund	246,420.78	(2,572.00)	243,848.78
413	Parks Improvement Fund	144,048.44	3,475.55	147,523.99
415	Govt Facilities Cap Proj	433,145.29	(7,305.33)	425,839.96
420	Public Works Facility	-	-	-
450	TIF 1-1	1,031,727.12	(1,519.69)	1,030,207.43
451	TIF 1-2	288,788.22	(1,852.48)	286,935.74
452	TIF 1-3	38,523.03	7,618.21	46,141.24
453	Lowes TIF	39,241.75	(1,519.69)	37,722.06
551	Perm. Improv. Revolving Fund	(4,902,133.15)	(1,300,492.83)	(6,202,625.98)
600	Storm Sewer Utility	2,045,790.91	6,063.54	2,051,854.45
602	Public Utilities (Sewer) Fund	3,658,137.74	(507,202.34)	3,150,935.40
613	Golf Course Enterprise Fund	75,376.20	(4,356.07)	71,020.13
615	Civic Arena Enterprise Fund	161,265.32	17,293.04	178,558.36
616	Swimming Pool Enterprise Fund	(24,527.63)	(2,833.04)	(27,360.67)
617	Regional Athletic Center Fund	898,439.48	(12,187.76)	886,251.72
705	Investment Fund	(13,179,678.27)	1,750,000.00	(11,429,678.27)
CASH TOTAL ALL FUNDS		582,201.11	(696,734.64)	(114,533.53)

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Police Department
DATE: October 24, 2016
SUBJECT: City Business and Liquor Licenses



BACKGROUND INFORMATION:

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

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

2017 Business Licenses – No Background

AAMCO Transmission, Motor Vehicle Related
Cherokee Service, Motor Vehicle Related
Discount Tire, Motor Vehicle Related
Firestone, Motor Vehicle Related
LePage & Sons, Rubbish-Commercial
Midas Muffler, Motor Vehicle Related
NTB#876, Motor Vehicle Related
Tennis Rolloff, LLC, Rubbish-Commercial
The Wooden Tub West – Laundry
Veit Container Corp – Rubbish-Commercial

2017 Business Licenses – Background Required

Roxane Buranen, Personal Massage
Heather Dorweiler, Business/Personal Massage
Holiday #3554, Tobacco, Motor Vehicle Related
Sharon Madison, Personal Massage
R&B Liqueur, Off-Sale Liquor, Tobacco
Tobacco E Cig Sales, Tobacco
Quick Pick, Tobacco
SuperAmerica #4045, Off-Sale 3.2 Malt, Tobacco, Motor Vehicle Related
Thompson Oaks Golf Course, On-Sale 3.2
Walgreen's #2805, Tobacco

2016 Business Licenses – Background Required

Application for Temporary On-Sale Liquor License for Church of St. Joseph's, 1154 Seminole Ave, for an event to be held February 4, 2017.

Application for Exempt Gambling Permit (Bingo) for Church of St. Joseph's for an event to be held at 1154 Seminole Ave, on November 20, 2016.

City Business and Liquor Licenses

October 24, 2016

Page 2

Application for Exempt Gambling Permit (Raffle) for Church of St. Joseph's for an event to be held at 1154 Seminole Ave, on April 29, 2017.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Liquor License Fee	101	30000	32110	508.00
Other License Fee	101	30000	32199	6,530.00
Background Fee	101	30000	34208	900.00
			Total:	\$7,963.00

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: October 24, 2016
SUBJECT: City Rental Licenses



City of West St. Paul

BACKGROUND INFORMATION:

2016 Rental Business Licenses – Background Required

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

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

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

Applications/Rentals for approval:

Eagle Pointe Apartments (Renewal)

- 1972 Oakdale Ave
- 1976 Oakdale Ave
- 1978 Oakdale Ave
- 1982 Oakdale Ave
- 1985 Christensen Ave
- 1987 Christensen Ave
- 2044 Oakdale Ave
- 2045 Christensen Ave

Carousel Apartments (Renewal)

- 1335 Oakdale Ave

Oaks of Heatherwood (Renewal)

- 85 Thompson Ave W
- 100 Emerson Ave W

Imperial Ridge Apartments (Renewal)

- 1380 Bidwell St

FISCAL IMPACT:

Application Fees Received:		Amount:
Fund:	101	
Department:	30000	
Account:	32170	\$ 10,870

STAFF RECOMMENDATION:

Staff recommends City Council approve the license applications.

TO: Mayor and City Council
THROUGH: City Manager
FROM: Public Works & Parks Director/City Engineer
DATE: October 24, 2016
SUBJECT: Approve I/I Grant Agreement with the Metropolitan Council



City of West St. Paul

BACKGROUND INFORMATION:

The Minnesota State Legislature has appropriated \$4.1M for grants to municipalities to reduce inflow and infiltration in the public sanitary sewer system. The grant program is administered by the Metropolitan Council (Met Council). The grant can only be used on construction improvements to the public portion of the sanitary sewer system which reduce I/I. This grant takes into consideration all of the work completed on the City's system from 2014-2016.

FISCAL IMPACT:

The City will receive reimbursement for work already performed from this grant for a percentage of all the I/I repairs to the public system. The actual amount of funds received by the City should range between \$25k and \$48k depending on the actual submittals Met Council receives.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the attached resolution grant agreement resolution with the Metropolitan Council.

RESOLUTION NO. 16 -

RESOLUTION APPROVING GRANT AGREEMENT BETWEEN THE
METROPOLITAN COUNCIL AND THE CITY OF WEST ST. PAUL
FOR THE MITIGATION OF I/I IN THE PUBLIC SANITARY SEWER SYSTEM

WHEREAS, the Minnesota State Legislature has appropriated \$4,156,800 in general obligation bond funds for grants to municipalities to reduce inflow and infiltration in their public system infrastructure, administered by Metropolitan Council Environmental Services (MCES); and

WHEREAS, the City is billed for wastewater directly by the MCES; and

WHEREAS, the City has been identified by the MCES as having exceeded their I/I allowance; and

WHEREAS, MCES requires that the City Council adopt a resolution authorizing the City to apply for the grant funds,

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council identifies the City Engineer as the City Officer authorized to execute the grant application on behalf of the City of West St. Paul and submit it to the Metropolitan Council.

Adopted by the City Council of the City of West St. Paul this 24th day of October, 2016.

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk

TO: Mayor and City Council
THROUGH: City Manager
FROM: Public Works & Parks Director/City Engineer
DATE: October 24, 2016
SUBJECT: Approve Contract Extension for Robert Street Sidewalk Cleaning in 2016-2017



City of West St. Paul

BACKGROUND INFORMATION:

This past season was the eighth under a contract rebid in 2008 for sidewalk cleaning along Robert Street. The same contractor, Krogh's Inc., has done the work under earlier contracts since 1993. Attached is a letter from the contractor requesting that the current contract be extended for one additional year (season) with a 5% price increase. The contract provisions allow for extending the contract by agreement for any number of successive seasons with annual increases not to exceed 5%.

The reason for the high increase is due to the new landscaping and street lights on Robert Street (obstacles). There are areas which are now narrower than they previously were which will require a lot more hand work and possibly different equipment. For this reason staff has no issue with the extension request. The contractor has done excellent work in the past and is very responsive after a snowfall.

FISCAL IMPACT:

This contract is totally dependent on the amount of snowfall the City receives each winter. In a mild winter, the contract costs will not be very high. Conversely, for a snowier winter, the total cost of the contract will be higher. The contractor is requesting a 5% increase for the next season. For reference, the contract has only been increased a total of 5% since 2012. All of the costs for this contract are assessed to the benefitting property owners along Robert Street.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve a one-year extension of the existing Robert Street Sidewalk Cleaning contract with Krogh's Inc. to include a 5% unit price increase.

Attachment: Krogh Contract Renewal Request 2016-17

Krogh's Inc.

*2780 Woodlane Drive
Woodbury, MN 55125-2925*

651.578.9130

October 18, 2016

Ross Beckwith, Public Works Director/City Engineer
City of West St. Paul
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: Contract for South Robert Street Sidewalk Snowplowing

Dear Ross:

It was a pleasure talking with you today regarding the Robert Street Sidewalk Snowplowing contract. As you are aware, the Robert Street construction project has increased the number of obstacles for clearing snow from the sidewalks. I would like the City to consider renewing the contract for the 2016-2017 season with a 5% increase from 2015-2016 snow season.

Thank you and the City of West St Paul for your past approvals of the snow contract and I look forward to hearing from you regarding this season.

If you have any questions, please contact me at 651.261.2445.

Sincerely,

Jerald Krogh

TO: Mayor and City Council
THROUGH: City Manager
FROM: Public Works & Parks Director/City Engineer
DATE: October 24, 2016
SUBJECT: Public Improvement Hearing; Authorize Preparation of Plans & Specifications for 2017 Street Improvements – Project #17-1



City of West St. Paul

BACKGROUND INFORMATION:

The City Council is requested to hold the public improvement hearing for the 2017 Street Improvements and authorize the preparation of plans/specifications on the project. On September 26, 2016 the City Council received the feasibility study which described in detail the proposed improvements on the project. The following streets are included in the 2017 Street Improvement Project:

Street	From	To
Charlton Ave.	Marie Ave.	Trunk Hwy 110
Bidwell St.	Marie Ave.	Crusader Ave.
Edgewood Ln.	Charlton St.	East end
Sherwood Ct.	Charlton St.	East end
Humboldt Ave.	Wentworth Ave.	Marie Ave.
Kraft Rd.	Humboldt Ave.	Livingston Ave.
Fox Ridge Dr.	Livingston Ave.	Livingston Ave.
Fox Ridge Ct.	Fox Ridge Drive	West end
Runge Ln.	Smith Ave.	Charlton St.
Edith Dr.	Smith Ave.	Bellows St.

Staff and the project consultant, Bolton & Menk, recently held neighborhood open house meetings on October 18 and 19, 2016 to take input from residents on the project. The meeting on October 18 was for residents on Bidwell Street, Humboldt Avenue, Kraft Avenue, Fox Ridge Drive and Court, Runge Lane and Edith Drive. A total of 25 property owners from the project area signed in at the the open house. There was a lot of discussion about sidewalks on Humboldt Ave. and Kraft Rd. The main concern from the group was regarding why sidewalks were proposed on both sides of the street (Humboldt and Kraft) instead of just one side. Comments from the meeting are attached.

The meeting on October 19, 2016 was for residents on Charlton Street, Sherwood Court and Edgewood Lane. A total of 34 property owners from the project area signed in at the open house. The main concern of the group was regarding on-street bike lanes on both sides of the roadway which would require *No Parking* on both sides. The group was very concerned about losing all parking on Charlton. There is currently *No Parking* on the east side of Charlton St. The other major topic of concern was regarding Edgewood Lane and why the existing gravel roadway needs to be brought up to current standards (curb and gutter, pavement, storm sewer) versus just left as it is today. Concerns were raised that the character of the road would be

lost if trees were removed to curb and pave the roadway. Attached are questions and comments from the open house.

Also attached are emails staff has received pertaining to the street improvement projects.

Based on the open houses, conversations with residents and further field investigation by staff a few changes to the received feasibility report are recommended:

Humboldt Avenue

Feasibility Report: Install concrete walk on both sides.

Alternative Option (Recommendation): Install concrete walk on the west side only. Installing concrete walk in an existing corridor will have impacts to trees, landscaping and private utilities. Having concrete walk on the west side will allow access to Marthaler Park while minimizing impacts to properties.

Kraft Road

Feasibility Report: Install concrete walk on both sides.

Alternative Option (Recommendation): Install concrete walk on the north side only as there would be less impact to trees, driveways, landscaping and private utilities.

Edgewood Lane

The feasibility report had two options, both with new watermain and sanitary sewer lining:

1. Construct a 24-foot bituminous roadway with concrete curb and gutter, storm sewer and a turnaround at the end of the road.
2. Construct a 24-foot gravel roadway with ditches and a turnaround at the end of the road.

The recommendation is to construct a 24-foot bituminous roadway with concrete curb and gutter and turnaround. Bringing this road up to city 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 widths are 24 feet or less so there should not be parking out there today anyway.

Going forward, the project consultant will prepare the final plans/specifications over the next few months. 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. The preliminary schedule calls for construction to begin in May, 2017 with completion in late September 2017.

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 sidewalks, street lights, watermain and sanitary sewer repair are not part of the assessment amount. Assessments total approximately \$1.35M for this project.

The preliminary total project cost is \$8.7M of which \$1.1M is new watermain for which the City will be reimbursed by St. Paul Regional Water Service. Therefore, the current CIP amount is \$7.6M for this project.

		Amount
Fund:	402	
Department:	43121	
Account:		\$7.6M

STAFF RECOMMENDATION:

Staff is recommending that the City Council authorize the preparation of plans and specifications for the 2017 Street Improvement Project 17-1 with the recommended modifications as noted above.

- Attachments:
1. Resident comments from Open Houses
 2. Resident emails

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 on the following streets:

Street	From	To
Charlton Ave.	Marie Ave.	Trunk Hwy 110
Bidwell St.	Marie Ave.	Crusader Ave.
Edgewood Ln.	Charlton St.	East end
Sherwood Ct.	Charlton St.	East end
Humboldt Ave.	Wentworth Ave.	Marie Ave.
Kraft Rd.	Humboldt Ave.	Livingston Ave.
Fox Ridge Dr.	Livingston Ave.	Livingston Ave.
Fox Ridge Ct.	Fox Ridge Drive	West end
Runge Ln.	Smith Ave.	Charlton St.
Edith Dr.	Smith Ave.	Bellows St.

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.

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 24th day of October, 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 24th day of October, 2016.

David Meisinger, Mayor

Attest: _____
Chantal Doriott, City Clerk



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

MEMORANDUM

Date: October 20, 2016
To: Ross Beckwith, P.E.
From: Justin Ernst, P.E.
Subject: 2017 Street Improvements Neighborhood Meeting Comments

Comments from Open House 10/18/16

- Address: 1765 Humboldt - We have fire hydrant & street light on our side of Humboldt. I would suggest that the sidewalk would be put in either on one side (the east side) or not at all. We already have all the city stuff in our yard.
Note: We have an invisible fence for the dog and sprinkler system that will need to be moved prior to digging.
- Address: 1 E Kraft – We favor sidewalks on both sides of Humboldt but only the south side of Kraft. If you construct sidewalks on the north side of Kraft we are concerned about impact on a row of amur maples that border our backyard. We hope we can work out an arrangement if there is any chance they would be removed.
- Address: 1775 Humboldt – We’ve lived on Humboldt for 33 years. We like the street as it is without sidewalks. One of the reasons we moved to Humboldt is because we liked the non “urban” look that we have without sidewalks.
- Address: 1790 Humboldt – We have an underground dog fence on the border of the easement. We’d like our city tree spared, but it probably won’t happen. We are definitely for having a sidewalk.
- Address: 322 Edith – Sprinkler system at curb. Discuss curb and gutter price as have paid for corner lot previously.
- Address: 1934 Fox Ridge Dr – Can GPS be updated – people indicate they cannot find Fox Ridge Drive – it comes up as Fox Ridge Rd – they do not realize same address. Thank you for putting in sidewalks on streets – wish you would put in on Fox Ridge. Hesitant to walk to store, etc. because no sidewalks on Livingston either and I take public transportation to work.
- Address: 177 Humboldt Ave – Our family wants a sidewalk on Humboldt Ave and one on Kraft Ave please! Hope you can do it! Please allow for big trees – go around them if you can.
- Address: 1925 Bidwell – Notify us promptly when working. We have an irrigation system which is close to curb – need to let us know how far to move it back.
I question the need for sidewalk on Bidwell – short street very little traffic, cars or pedestrians.
Thanks for no additional street lights.

- Address: 1670 Humboldt – If sidewalk is put on the east side of Humboldt, we're concerned about losing a few trees, and if we'd need a retaining wall due to the slope of our front yard. We have sprinkler system in our yard. We think a sidewalk would be great. We walk often and see people walking the street frequently. We're not convinced two sidewalks (on the east and west side of street) are needed. We do not want to see the sidewalk changing sides, crossing back and forth is more hazardous. Having a contractor contact to resolve problems is extremely helpful. Please do not delay these projects again.
- Address: 1925 Bidwell – No sidewalks are needed on Bidwell from Marie to Crusader. Minimal traffic and minimal walkers. Not cost effective.
- Address: 230 Edith – We have a sprinkler system. What will we need to do?

Comments from Open House 10/19/16

- Address: 1863 Charlton – I am not opposed to street reconstruction, but I do oppose removal of on-street parking. I am not in favor of any bike lanes.
- Address: 1901 Charlton – Would like to keep parking on one side of Charlton between Marie and 110. Long walk to any street parking if Charlton is void.
- Address: 1863 Charlton – Please do not remove on street parking. It will SIGNIFICANTLY affect residents (who are paying for the project). We need a place for visitors to park when at our home. Thank you for listening!
- Address: Somewhere on Edgewood – My wife and I are building a house on Edgewood lane and we are strongly in favor of paving the road.
- Address: 1960 Charlton – We are opposed to bike lanes on Charlton if it would eliminate all on-street parking. There are 18-20 single family homes on Charlton between 110 and Marie that depend on on-street parking for guests, as well as Charlton Ridge apartments which also occasionally need to park on Charlton for special events or their own roadwork. Also, often in the winter many people need to park on Charlton after it is cleared of snow during snow emergencies while streets are cleared. Also, the distances are too great between the side streets on Charlton for those to be considered for on-street parking for those of us living on Charlton if we can no longer park on Charlton. We simply could no longer have more than a couple of guests. It seems like bike lanes on Charlton are really not needed with the new river to river greenway funneling bikers under Charlton, across Dodge Nature Center land and along Marie Avenue. Via Marie and then Delaware, bikers could connect with the bike trail along 110. Another bike trail along Charlton would be superfluous.
- Address: 2046 Charlton Ridge – Please don't eliminate all parking on Charlton. There is no other on street parking anywhere near.
- Address: 1909 Charlton – 1. Totally against the elimination of parking on Charlton. 2. Other streets with no parking (Marie) have nearby side streets that allow parking – not so on Charlton. 3. Since Charlton is a trunk street from 110 it is not a safe street for biking. 4. There is no bike commuting from Sunfish Lake to downtown. It would be used for recreation only. It is a better alternative for recreational bikers to use the new paths along Marie and connect to 110 on the east side of Sibley. We have a sprinkler system.

- Address: 1949 Charlton – I support the bike lanes, but would like to see a solution that preserves some parking on Charlton.
- Address: 320 Edgewood – No parking on Charlton is an extremely undesirable option. A single bike lane would be more desirable with parking on one side.
- Address: 2017 Charlton – Please make every consideration to not remove street parking on Charlton for bike path. Consider guest parking and speed conditions as impacts.
- Address: 1869 Charlton – Why can't the sidewalk from 110 to Marie be changed from a concrete sidewalk to an asphalt pathway divided to include bicycle traffic? There is not enough bike traffic to require bike lanes on both sides of Charlton Street. If you eliminate parking on both sides, where are the actual residents supposed to park when hosting a function?
- Address: 2047 Charlton – Please no bike lane, definitely a safety hazard if the decision is made to add a bike lane. Not a good idea to even entertain from 30,000 feet. The option to eliminate parking on the west side of Charlton Street: the houses over on Charlton Street need street parking for all the obvious reasons. Daily, holidays, entertaining company. If you look at street parking on any given day of the year I believe you would come to the same conclusion.
- Address: 1965 Charlton – Want to maintain a parking lane on Charlton. Nowhere else for guests to park!
- Address: None listed – Parking on west side (Charlton) needs to be kept. Bike lane even on east side of Charlton is not a good idea due to traffic and excessive speeds. It would narrow the driving lanes and make it even more difficult and dangerous to exit our vehicles if parked on Charlton. Children will continue to use the sidewalk on Charlton for biking even if there is a bike lane on the road. (I would never let my children use a bike lane on Charlton due to safety issues, and I hope other parents would not either). I think Charlton should be left as is. One lane heading north, two lanes south including the parking lane.
- Address: 270 Edgewood – The process for obtaining neighborhood consent was flawed and should not be the basis for major unneeded expense and unequal property assessments.
- Address: 237 Edgewood – At least half of the residents do not want anything done with Edgewood Lane. We simply want the city to not treat it as a minimum maintenance road as Matt Saam told us the current policy was, and simply maintain it more regularly which would address the quality issues at a SUBSTANTIALLY lower cost and preserve the trees and the unique character we all value. There is simply no reason the road has to be widened – it has functioned perfectly fine for many many years. This proposed project is unnecessary. The few individual property owner concerns can be addressed in a much less invasive and expensive manner. Kill this project and redirect valuable city resources to much bigger priorities.

Name: Beckwith
Date: October 20, 2016
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Questions/Comments asked at Open House 10/19/16

- Remove unused apron by 2017 Charlton.
- Will Oakview watermain be impacted?
- Person on a corner was wondering if they would be assessed at normal rate for both street projects (Oakview and Charlton).
- Talk about the feasibility of having no parking on Charlton.
- People are concerned about safety of road for bikers.
- One lady on Edgewood stated that she doesn't have a good option to take her kids biking.
- A concern about no crosswalks to walk across Charlton from the side streets such as Edgewood.
- A concern about having a place to park during construction for residents of Charlton.
- Was any specific study taken to measure the washout of gravel on Edgewood?
- Is it an option for the city to contract out someone to bring in gravel for Edgewood?

The following emails were received by City staff. They are to be included in the City Council packet for the public hearing on October 24, 2016.

BEGIN MESSAGE

From: Jim Ellingboe
Sent: Wednesday, October 19, 2016 11:40 AM
To: Ross Beckwith
Subject: 2017 Street Reconstruction

Ross,
Thanks for the meeting last evening. To confirm my comments, I suggest the Humboldt sidewalks from Wentworth to Kraft be on the Marthaler Park (West) side of the street only.

Regards,
Jim Ellingboe
1694 Humboldt Ave

END MESSAGE

BEGIN MESSAGE

From: Elizabeth Malay
Sent: Tuesday, October 18, 2016 10:12 PM
To: Ross Beckwith; Darin Rezac; Dave Napier; Dave Meisinger
Subject: Humboldt Street Replacement

I am Liz Malay and live at 1765 Humboldt Ave. Ross I talked to you tonight about putting sidewalk in. I stated that we already have the street light and fire hydrant in our yard and thought that if sidewalks need to be put in they should be put in on the other side of the street. This past summer the city of St. Paul replace the fire hydrant with a new one to prepare for this project. The hydrant is placed 7 feet from the curb. So if you were to put sidewalks on this side of the street the hydrant would be right in the middle of the sidewalk. The only way to avoid that would be for the city to move the new hydrant down into the first 5 feet of the yard. To me that seems like duplicated work that the city would have to pay for.

With that said I just want to note that about a month ago a company was out and treated our tree near the street for ash boerer. I questioned him before doing it as I said the tree would probably be cut down this fall or spring. They said the city told him to treat the tree. Again why would the city be paying for a tree to be treated for ash boerer if you are going to cut it down. It doesn't make sense. Again I feel like it is a waste of our money.

Please pass this email on to whoever might need to know that they hydrant is 7 feet into our yard. I'm guessing the company that is doing the design of the streets would need to know. Along with we have a sprinkler system and invisible fence that we will need to move before digging starts so would appreciate a advanced notice so we can get them moved before they dig.

Thanks,
Liz Malay

END MESSAGE

BEGIN MESSAGE

Hello -

We are residents of Edgewood Lane, and we do plan on attending next week's meeting seeking neighborhood input on the preliminary plans/proposal for street repairs. We look forward to discussing the proposal with you.

Thank you very much for posting the Feasibility Report online. I have reviewed it, but I am not able to find a drawing/plan/proposal of where the proposed road would run. I do see the proposed turnaround section, but I do not see a plan of where the proposed road would run, how it would relate to the existing road, how it would navigate the pond at Charlton/Edgewood, etc. Can you please either direct me to the correct place to look or forward me a copy of the basic road plan?

Thank you -

Therese Marso
270 Edgewood Lane

In order to give us adequate time to review the plan/proposal and understand it, I am writing to ask for a copy of the plan/proposal. If these cannot be e-mailed, I would be happy to pick them up from City Hall today or tomorrow.

Please let me know how I can obtain the

END MESSAGE

BEGIN MESSAGE

Mr. Rezac -

Thank you very much for your response. I was unable to call on Friday, but I do have follow up questions, and I appreciate your willingness to talk through the plan.

We understand that the street is in poor condition, although its condition really does not bother us. We are, however, extremely concerned about the proposed plan, as it has the potential to dramatically change the character of the neighborhood - which was the single biggest attraction to this property, which we purchased in 2015. To us and to others who live here, the "country lane" aspect of our street, canopied by mature trees, is one of the most valuable aspects of the neighborhood. If you could show us that the proposed street could be done without ripping out the mature trees, it would go a long way toward acceptance. The City's preference toward an "Oakview"-type street - which has an open, boulevard feel - is a significant concern. Can we have the planned street staked to determine the impact?

Our next biggest concern is the cost. While we must object to our proposed assessment, as a more basic issue, the costs associated with a 24 foot-wide, paved road expansion with curbs does not seem to be justified for a dead-end lane with few residents. We understand that the City has its preferred standard, but we are interested in a cost/benefit analysis of whether the standard treatment is warranted in our unique, non-standard application. We would like to better understand alternative options and their associated costs: gravel with culvert; paving the existing footprint without widening through mature tree areas; eliminating curb. We note that gravel roads and curb-less streets are continued in places like Sunfish Lake and Excelsior, so we do not fully understand the need for the more expensive options for a barely-traveled residential lane like Edgewood. We were told last year that alternative options would be explored, and we would like to see those alternatives considered.

Thank you very much for your time and attention. Please feel free to call me to discuss these issues if it is easier. We would be happy to show you around Edgewood Lane if you would like.

Thank you -

Therese Marso

END MESSAGE

BEGIN MESSAGE

Hello Mr. Rezac,

As a resident of Edgewood Lane I am sharing my thoughts on the upcoming proposal for the repair of Edgewood Lane in 2017.

My recollection of the "decision from last year was that:

√ *The road would only be widened to 24' to accommodate two cars passing and no on-street parking throughout.*

√ *No streetlights*

√ *No sidewalks*

Looking at the document entitled Public Works - Current Projects - 2017 Feasibility Reports, I have the following considerations to present to you. As I will be having ankle surgery next week I may not be able to attend either the Open House or the City Council meeting so I hope you will provide this information for the discussion.

√ **Option 1 is the preferred** as it addresses drainage and provides a more equitable repair of lawns with sod rather than just seeding. Any disruption of current property should be keeping with the current layout; if a resident has wilderness it should be kept as such and if they have sod their property should be re-sodded.

√ Drainage down the road from west to east needs to be controlled so that runoff does not collect in the driveway at 250 Edgewood Lane (which is my home) and one of the major reasons the road repair needs to be done. Option 1 would address this issue; Option 2 would not.

√ Option 2 would provide less disruption to the country style of the Lane but trenches needed for drainage would cut the road wider and thus eliminate more trees.

As Dave Moga (another Edgewood Lane resident) points out in his concerns the road has not been properly maintained for at least the last 5 years and there is no guarantee from the city that it will be maintained as it was over the previous 25 years, keeping it a **gravel road would need to carry a written guarantee from the city that it would be maintained if Option 2 is the decided plan.**

√ Part of the plan needs to include advising residents of accessibility to our homes during the construction stages and approximate timeline for each phase of the project. Edgewood Lane being a dead end necessitates residents having access to Charlton during its reconstruction.

√ The entrance to Edgewood Lane off of Charlton Street rises about 2 feet. The reconstruction of the road should provide for a leveling of that entrance for a smoother access in keeping with the slope to guide water to the new catch basins at the west end of the road.

√ The required turn around at the east end of the Lane needs to take in all considerations and possibilities. A round cul-de-sac seems out of the question. A hammer head design needs to take in consideration of reasonable allowances using easements. An access easement up to

√ Since all design and configurations in the Public Works - Current Projects - 2017 Feasibility Reports are set to be in the **final design, it would be appropriate to engage citizen input just before the final decision is made for the project.** There seem to be too many unknowns in the proposal for us to envision exactly what is being planned.

Thank you for engaging citizen input throughout the planning stages of this road reconstruction project,

Sincerely,

Dianne Hopen
250 Edgewood Lane
END MESSAGE

BEGIN MESSAGE

Hi Darin,

My name is Matt Poepf. My wife Courtney and I recently purchased the lot that Ron and Pam Iverson had for sale (PID #42-17100-00-217) . We are planning to start building our new home on the lot this fall/winter.

It is my understanding that on Monday October 24th the city council will be voting on what types of street improvements to make to several roads, including Edgewood Lane. Courtney and I would very much like to see Edgewood Lane paved. We currently live in St. Paul and five years ago the city put in new streets, curbs, and gutters on the road we live on. I believe that it not only increased our property values but made the neighborhood much more appealing to live in.

Thank you for your time and consideration.

Matt Poepf
END MESSAGE

BEGIN MESSAGE

From: Carol A. Keyes, CSP, CRC [<mailto:carkey@chess-safety.com>]
Sent: Thursday, October 20, 2016 2:01 PM
To: Ross Beckwith
Cc: Dave Meisinger; Ed Iago; Jenny Halverson; Matt Fulton; Joe Ferrer
Subject: Re: Open House for 2017 construction projects--Humboldt Ave

Ross: Thank you for the open house. We will be out of the country, so unable to attend the public hearing.

I understand that the city thought bidding multiple projects would be more attractive to contractors, and that was part of the delay. I am concerned about any further delay in these projects--Humboldt reconstruction has already been pushed back and the street has an extremely low CIP based on the feasibility study. I know an argument has been made that the city was able to save money on Marie by putting it out to bid a second time, but I am not convinced that there is any savings is waiting a year or more to complete projects.

Regardless, we would like to see sidewalks installed on Humboldt. I walk along the street almost daily, and see many other people walking. The street is fairly high traffic, especially with the park. Distracted driving is a greater issue and will continue to be an issue. Sidewalks provide separation between the vehicles and pedestrians. I am not sure that we need sidewalks on both sides of the street, but would be concerned about switching sides back and forth. Since I cross to walk along the sidewalk on the west side, then cross back to the east side to go across Wentworth, the back and forth across the street itself is hazardous (and I have almost been hit just about every week).

If a sidewalk is placed on the east side, we would likely lose two trees. Because of the slope of our yard, I do not know if we would need a retaining wall. We have a lawn sprinkler system. If the plan is to put the sidewalk on the east side, we would want to work with our landscape designer.

We are continually looking for water conservation methods. It would be great if the city would consider grants for people who are willing to do something. Justin said raingardens won't work. While I understand they may not work as a curb cut, we have never had a problem with our rain garden not draining. We are also looking at adding drainage in our driveway, which we may do to coincide with the other construction.

Communication is important. My husband, Joe, has gear he has to load in and out of his car on a daily basis. I do not have a clear picture of how restricted we would be for getting in our driveway or where we would park (our house is two doors south if city hall).

We understand construction is painful, but in the long run, well worth it. I am so excited about the change on Robert St. I think the construction looks great (like the city grew up), and it is much easier to drive (well, the part that is done). We only experienced a few power outages, which is better than when the dome was being built. I appreciate the city thinking into the future--the sidewalks may be a bit here and bit there, but when they all connect, it will be awesome. And, it will greatly help with mobility. After my hip replacement, I used a walker to walk the two blocks to my office. The short bit of sidewalk made all the difference in being able to get to work.

Carol Keyes-Ferrer
H: 1670 Humboldt Ave
END MESSAGE

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
 Jim Hartshorn, Comm. Dev. Dir.
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: October 24, 2016
SUBJECT: Conditional Use Permit – 1906 Livingston Ave



City of West St. Paul

BACKGROUND INFORMATION:

The Povolny Group, Inc. is requesting a Conditional Use Permit to allow an Accessory Structure in a B3, General Business District at 1906 Livingston Ave. The applicant is proposing to construct a 30' x 60' accessory structure behind the existing office building (see site plan). The proposed building will be utilized to store construction materials, equipment and trailers on-site. The applicant is currently storing these items off-site. The proposed building includes two over-head garage doors that will be accessed via the exiting parking lot. The applicant is also proposing a small expansion of the parking lot in order to re-orientate the existing parking stalls (currently east-west orientation) that are located in the area of the proposed garage to a north-south orientation at the rear of the parking lot.

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

Planning Commission

The Planning Commission met in regular session on October 18, 2016 and held a public hearing. The Commission voted 6-0 to recommend APPROVAL of the Conditional Use Permit 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 Conditional Use Permit subject to the following conditions:

1. The applicant shall apply for applicable building for the construction of the accessory structure.
2. The exterior building materials shall complement the existing building.
3. The applicant shall revise plan sheet A201 by moving the two overhead doors to the same location as shown on plan sheet A300.
4. The applicant shall re-stripe the parking lot per the submitted site plan.

TO: Planning Commission
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: October 18, 2016
SUBJECT: Case #16-15



REQUEST

The Povolny Group, Inc. is requesting a Conditional Use Permit to allow an Accessory Structure in a B3, General Business District at 1906 Livingston Ave.

Attachments:

Application Package
Notice
Plans



EXISTING LAND USES

The subject property consists of an existing office building. Adjacent properties to the north, east, and south consist of commercial uses. Adjacent properties to the west consist of multi-family residential.

ZONING

The subject property and adjacent properties to the north are zoned B3, General Business. Adjacent properties to the east and south are zoned B4, Shopping Center. Adjacent properties to the west are zoned R4, Multiple Family Residential.

ANALYSIS

Zoning Ordinance

Section 153.156 of the Zoning Ordinance requires a Conditional Use Permit to allow Accessory Structures in the B2 District (uses in the B2 are also allowed in the B3):

153.156 CONDITIONAL USES

Within the B-2 Neighborhood Business District, no structure or land shall be used for the following uses, except by conditional use permit:

- (B) Accessory structures other than private garages;

Proposal

The applicant is proposing to construct a 30' x 60' accessory structure behind the existing office building (see site plan). The proposed building will be utilized to store construction materials, equipment and trailers on-site. The applicant is currently storing these items off-site. The proposed building includes two over-head garage doors that will be accessed via the exiting parking lot. The applicant is also proposing a small expansion of the parking lot in order to re-orientate the existing parking stalls (currently east-west orientation) that are located in the area of the proposed garage to a north-south orientation at the rear of the parking lot.

Setbacks

The Zoning Ordinance does not list specific setbacks for accessory structures in commercial districts. The minimum principal building setbacks in the district are 0' for the side yard and 20' for the rear yard. The applicant is proposing to match the side yard setback of the existing building along the north property line at 6.2 feet. The proposed building is well clear of the 20' rear yard setback requirement.

Building Materials

The proposed building will be constructed with wood framing and vinyl or composite lap siding. The applicant is proposing shingles for the roof that match the shingles on the existing building. Staff is recommending a condition of approval that the exterior materials complement the siding of the existing building as required by code. Staff is also recommending a condition of approval requiring the applicant to revise plan sheet A201 by moving the proposed overhead garage doors to the same location as shown on plan sheet A300.

Parking Requirements

The existing parking count for the property is legal non-conforming. Code requires a total of 20 parking stalls for the office building. The existing parking lot has a total of 17 parking stalls. As mentioned, the applicant is proposing a small expansion to the southeast corner of parking lot in order to allow for the re-orientation of the current east-west row of parking (in the area of the proposed building) to a new north-south orientation at the rear of the lot. In doing so, the applicant is able to maintain the existing non-conforming number of parking stalls.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the CONDITIONAL USE PERMIT to allow an Accessory Structure in a B3 District at 1906 Livingston Ave subject to the following conditions:

1. The applicant shall apply for applicable building for the construction of the accessory structure.
2. The exterior building materials shall complement the existing building.
3. The applicant shall revise plan sheet A201 by moving the two overhead doors to the same location as shown on plan sheet A300.
4. The applicant shall re-stripe the parking lot per the submitted site plan.



CITY OF WEST ST. PAUL

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

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

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

CONDITIONAL USE PERMIT APPLICATION

Filing Fee: \$275.00

(OFFICE USE ONLY)

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

CASE NO. 16-15
DATE RECEIVED 9/23/16
RECEIPT # _____
60 DAY DATE 11/22/16

TOTAL FEES 1075⁰⁰

1. STREET ADDRESS OF PARCEL 1906 Livingston Avenue, West St. Paul, MN 55118

2. NAME OF APPLICANT The Povolny Group, Inc. Phone # 651-643-0866

3. ADDRESS OF APPLICANT 1906 Livingston Avenue, West St. Paul, MN 55118
Email jim@povolnygroup.com

4. NAME OF OWNER Debco Leasing, LLC Phone # 651-247-9052

5. ADDRESS OF OWNER 1012 35th Avenue NE, Great Falls, MT, 59404
Email deb@archetone.com

6. LEGAL/PID # 42 14101 01 016

7. PRESENT ZONING Office

8. PROPOSED USE OF PARCEL Office

9. ZONING SECTION AUTHORIZING CUP _____

10. WHAT WILL BE THE EFFECT OF THE PROPOSED USE ON THE HEALTH, SAFETY, & WELFARE OF THE OCCUPANTS IN THE SURROUNDING PARCELS? No changes in any of the named potential impacts on the property or surrounding parcels

11. WHAT WILL BE THE EFFECT ON EXISTING AND ANTICIPATED TRAFFIC CONDITIONS, INCLUDING PARKING FACILITIES ON ADJACENT STREETS? No changes to any current or future street traffic, parking conditions for the site or street.

12. WHAT WILL BE THE EFFECT OF THE PROPOSED USE ON THE COMPREHENSIVE PLAN? _____

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)

651-643-0866

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.

THE POVOLNY GROUP



1906 Livingston Avenue, West St. Paul, MN 55118
T 651.643.0866 | F 651.251.0053

August 26, 2016

Mr. Ben Boike,
1616 Humboldt Avenue
West St. Paul, MN 55118

RE: Conditional Use Permit Application
Company Profile and Usage of new Garage Intent

Mr. Boike,

The Povolny Group, Inc. is a Service Disabled Veteran Owned Small Business doing General Construction work primarily for the Federal Government and State of MN. We have 7 office staff in the office building with a staff of field personnel at sites around the country. The current office space is sufficient for our use with possible staffing expansion of 2 into the future as our business grows. The installation of additional onsite storage for materials and equipment will provide more efficiency of operational considerations and separation of materials from the office staff.

The intent to construct a storage garage for use by The Povolny Group is to store construction materials, equipment and trailers on site. Currently, we are storing some of these items off site due to recent theft attempts that have caused damage to a truck and an enclosed trailer in the unsecured rear parking area. The intent is to store materials and equipment in a separate building from the office use. The goal of developing this garage is to eliminate any future issues with theft or burglary damage to these items by keeping them in a secured area, provide an environmentally controlled storage space, and maintain a clean and safe environment for staff and workers without congestion and consolidation of items into one location.

We have more than adequate parking spaces on the site right now totaling 17 spaces. The new plan totals 18 spaces. The current design rotates the seven current stalls facing North to be re-aligned along the East edge of the current lot. These noted parking stalls are in line with one of the Overhead Garage Doors. There are three overhead doors total facing South. These spaces will not interrupt the intent of the parking locations or the intent of the use of the garage. We will be able to coordinate and control access into the garage space during normal business hours as these spaces will typically not be used by staff. The need to access the garage space is very limited and does not impact parking of vehicles in front of the garage. We can move a vehicle that may block usage of this one overhead door at any time without disruption of our staff. There are two overhead doors that are not impacted by parking that will allow for more extensive use of the garage area.

The construction materials for the garage space will complement the current office building. We will use standard 6" wood framing materials, plywood sheathing with water barrier and 6" siding, hard board or vinyl. Roofing will be shingles to match the current office building. Any disturbed asphaltic pavement will be patched to match the existing. We intend to expand parking by construction of a

retaining wall along the SW corner to provide additional parking spaces and utilize additional portion of the property that is currently unusable. The retaining wall system will be engineered and submitted with the building permit for the project. The parking expansion is limited to less than 10% of the overall parking surfaces.

There is an unusual hardship encumbrance at this property due to the aggressive grade changes along the East property line. There is a significant amount of property that cannot be built on due to these grade changes. The hill removes any potential for additional parking expansion without extensive costs to create retaining walls in excess of 20' high

We seek the approval of Staff for the Conditional Use Permit for additional garage space. We are requesting garage space of 1,800 SF with dimension of 30X 60. The structure is consistent with Zoning and will not impact any access issue, site lines for neighboring property and is in the back of the lot across from the shopping center alley.

Contact me if you have any additional questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "James M. Povolny".

James M. Povolny
President



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

**CITY OF WEST ST. PAUL
NOTICE OF PUBLIC HEARINGS**

TO WHOM IT MAY CONCERN:

The items listed below will be public hearings at the Planning Commission meeting on October 18, 2016 at 7:00 p.m. and public hearings at the City Council meeting on October 24, 2016 at 6:30 p.m.:

Case #16-15 – Application for a Conditional Use Permit to allow an Accessory Structure in a B3, General Business District at 1906 Livingston Ave. – The Povolny Group, Inc.

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: October 9, 2016

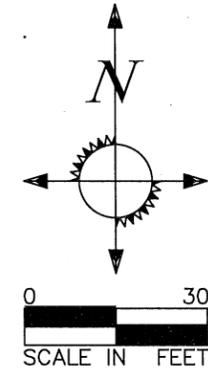
PROPOSED SITE PLAN FOR:
THE POVOLNY GROUP, INC.

PROPERTY ADDRESS

1906 Livingston Avenue
 West St. Paul, MN 55118

DESCRIPTION: FROM TAX RECORDS

The South 95 feet of the North 144 feet
 of the West 260 feet of Lot 1, Block 1, L.
 W. BISANZ AND J. E. CONROY 2ND ADD.
 Dakota County, Minnesota.
 Subject to easements of record, if any.
 AREA = 24,702 Sq. Ft.

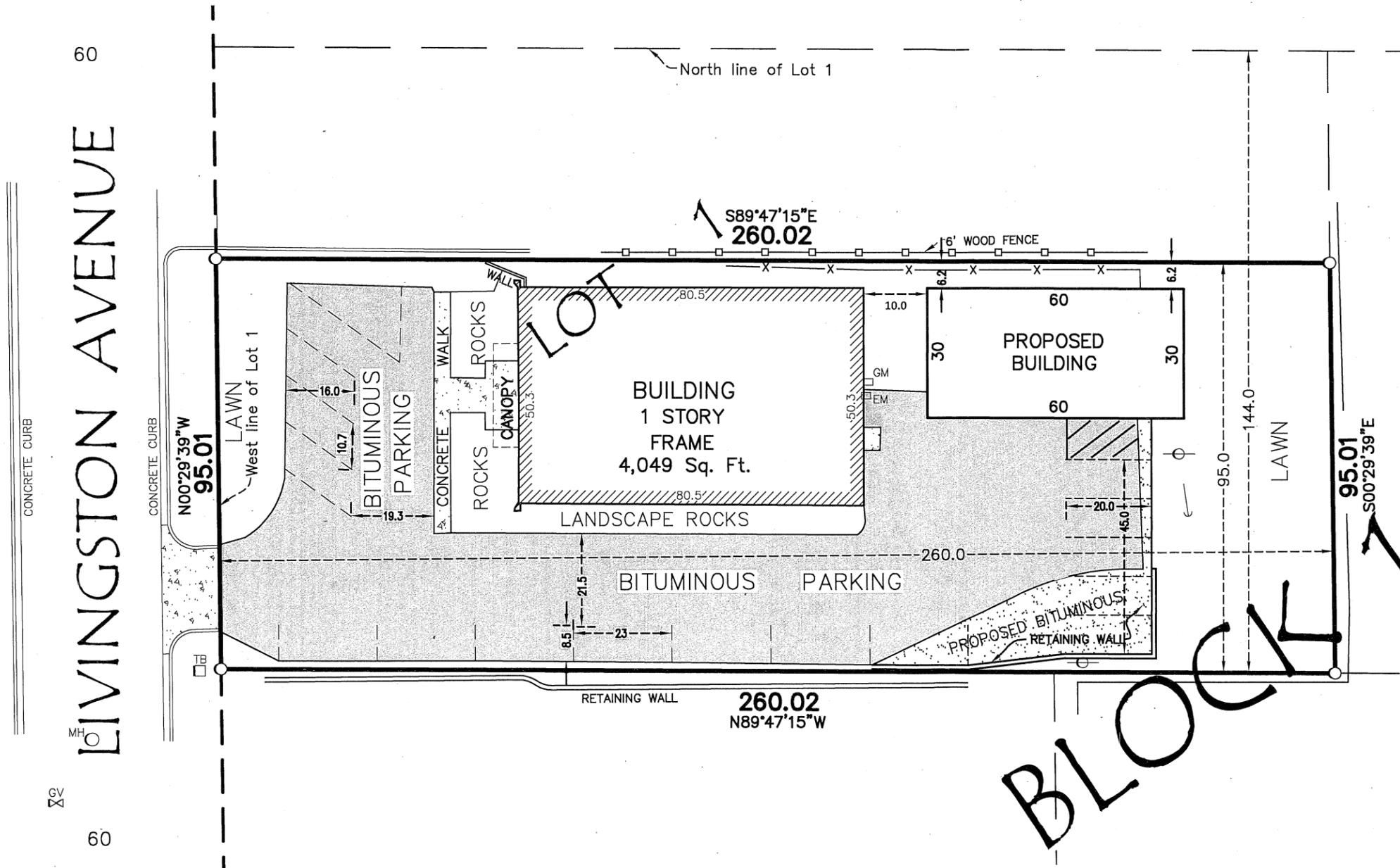


LEGEND:

- Denotes Iron monument found
- Denotes Iron monument set and marked with RLS 47223
- EM □ Denotes Electric Meter
- ⊖ Denotes Power Pole
- Denotes Guy Wire
- TB □ Denotes Telephone Box
- GM □ Denotes Gas Meter
- GV ⊗ Denotes Water Valve
- MH ○ Denotes Manhole

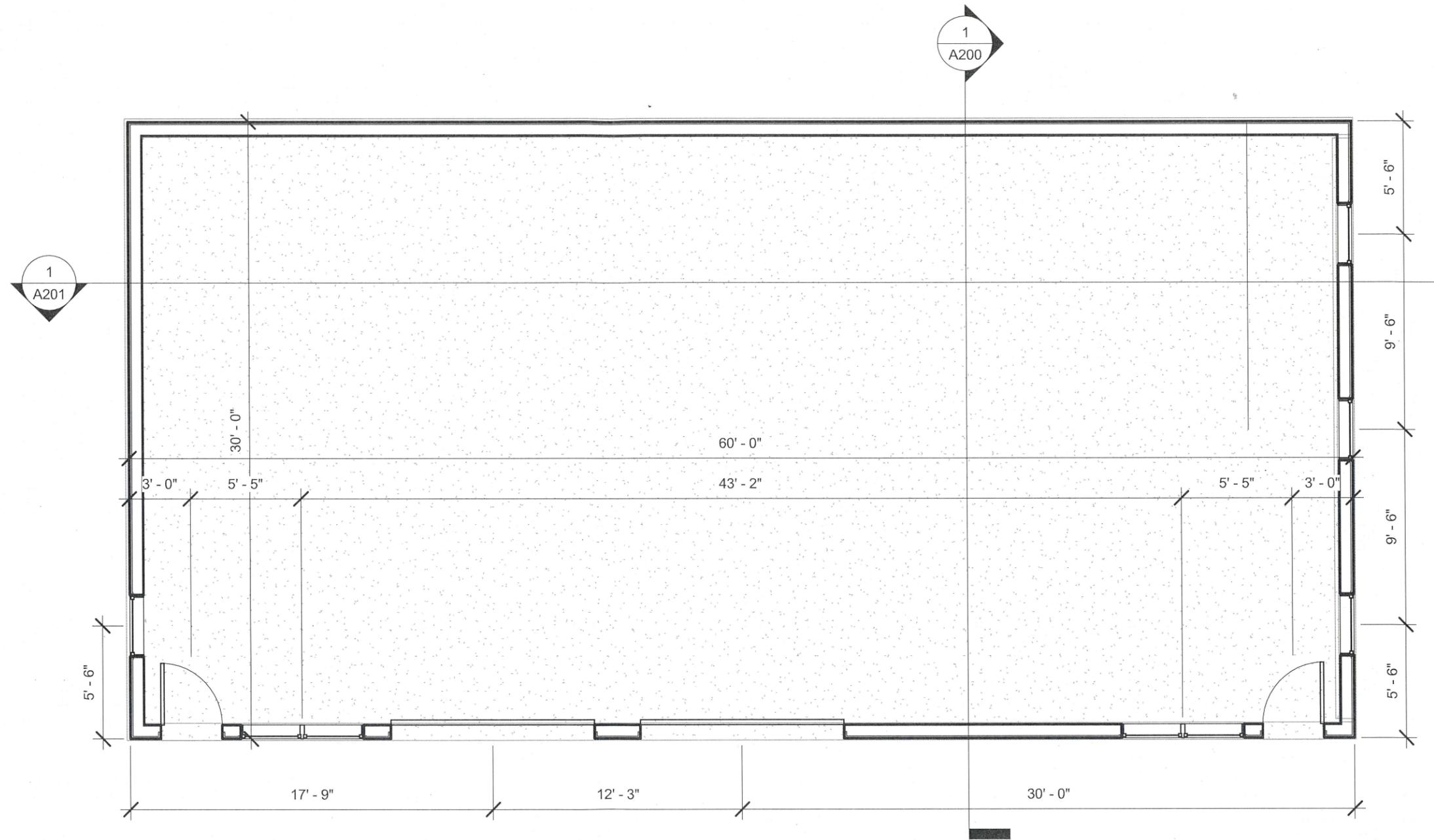
NOTES:

- BEARINGS ARE ON ASSUMED DATUM.
- EXISTING BITUMINOUS PARKING LOT IS 9,334 S.F.
- PROPOSED BITUMINOUS PARKING LOT IS 933 S.F.
- PROPOSED PARKING = ADDITIONAL 10% OF EXISTING PARKING LOT



M:\Projects\3750-3799\3774 Povolny Group\3774-001 Bisanz and Conroy\dwg\3774-001 proposed site.dwg 8/29/2016 2:12:18 PM CDT

M&P associates
 civil engineering-land surveying-site planning
 1440 Arcade St. Suite 250
 Saint Paul, MN 55106
 Phone: 651-766-0112
 Fax: 651-776-0206
 E-mail: info@mpasso.com



① Top of Slab
3/16" = 1'-0"

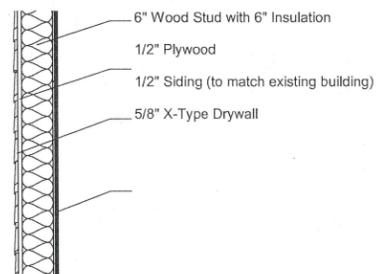
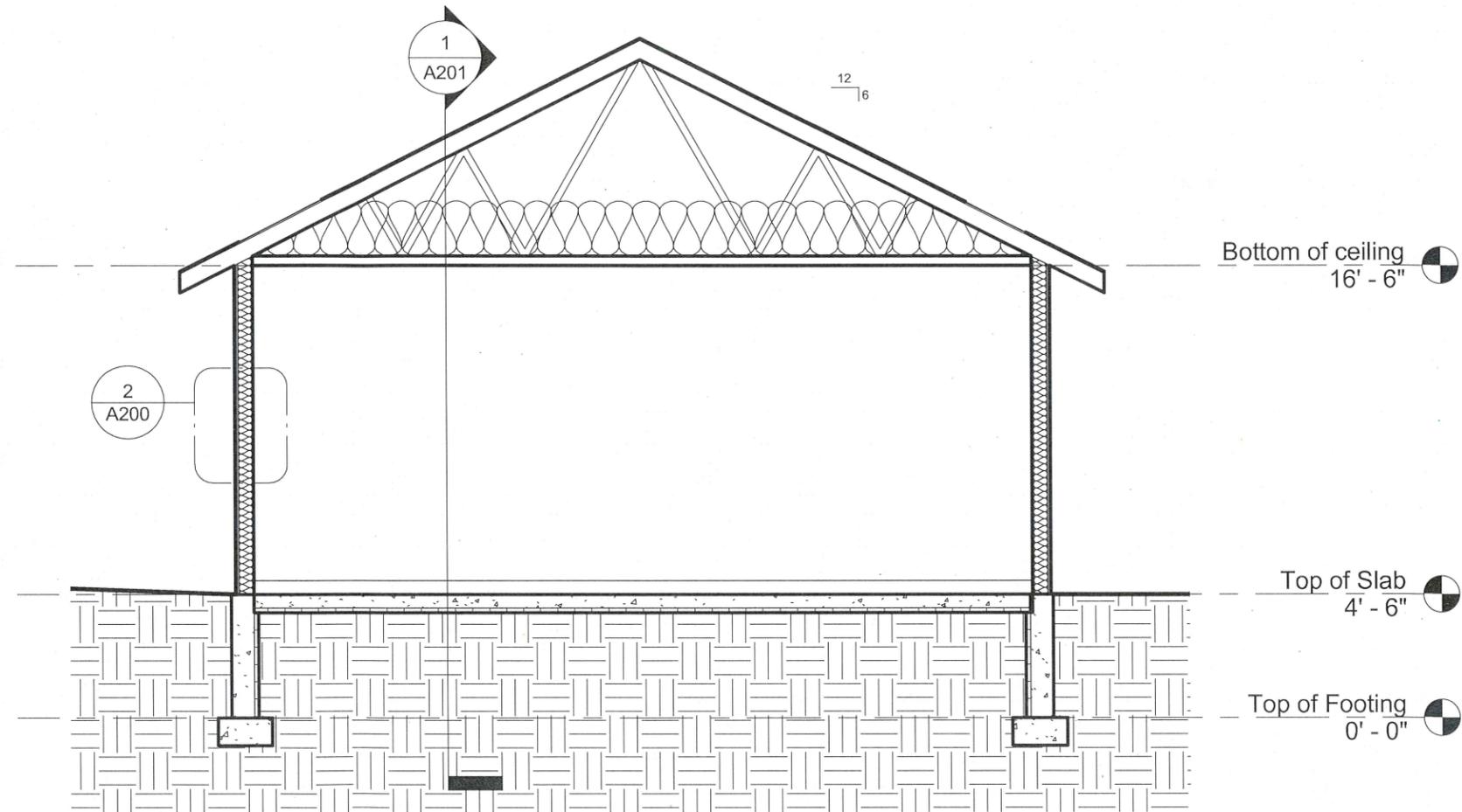
THE POVOLNY GROUP
P: (651) 643-0866 | F: (651) 251-0053

James Povolny
Warehouse Expansion

No.	Description	Date

Main Floor Plan

Project number	1160100	A101
Date	6/22/2016	
Drawn by	AMK	
Checked by	AMK	
Scale		3/16" = 1'-0"



② Section 1 - Callout 1
3/8" = 1'-0"

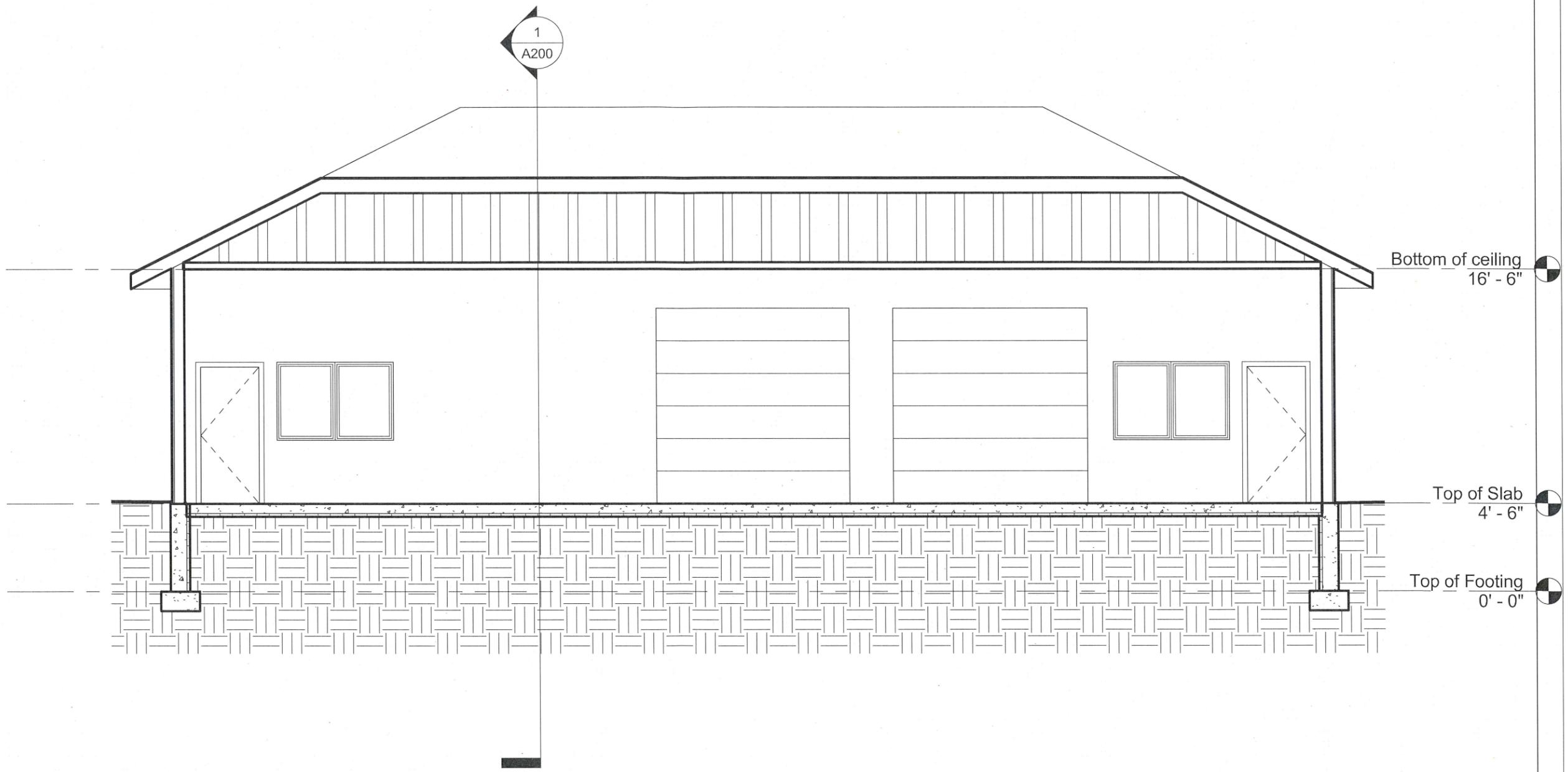
① Section 1
3/16" = 1'-0"

THE  POVOLNY GROUP
P: (651) 643-0866 | F: (651) 251-0053

James Povolny
Warehouse Expansion

No.	Description	Date

Section		A200
Project number	1160100	
Date	6/22/2016	
Drawn by	Author	
Checked by	Checker	
Scale As indicated		



① Section 2
3/16" = 1'-0"

THE POVOLNY GROUP
P: (651) 643-0866 | F: (651) 251-0053

James Povolny
Warehouse Expansion

No.	Description	Date

Section	
Project number	1160100
Date	6/22/2016
Drawn by	AMK
Checked by	AMK
A201	
Scale 3/16" = 1'-0"	



THE  POVOLNY GROUP

P: (651) 643-0866 | F: (651) 251-0053

James Povolny
Warehouse Expansion

No.	Description	Date

3D Representation

Project number 1160100
Date 6/22/2016
Drawn by AMK
Checked by AMK

A300

Scale 12" = 1'-0"

Layers PDFs

- Open Street Maps
- Map Catalog
 - Aerial
 - 10K
 - 1K
 - Anoka County
 - Carver County
 - Dakota County
 - Ramsey County
 - US Topo
 - Half Section
 - Dakota County
 - Parks
 - Maps and Brochures
 - Wall Maps
 - You Are Here Signs
 - Street
 - City
 - Dakota County
 - Topo
 - 10K
 - 1K Fire
 - 1K Neighborhood
 - Carver County
 - Dakota County
 - Ramsey County

Academic Arts High

FOX RIDGE CT

FOX RIDGE DR

LIVINGSTON AVE

CRUSADER AVE

ROBERT ST S

FIELDS LN

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

RESOLUTION NO. 16-

**A RESOLUTION APPROVING A CONDITIONAL
USE PERMIT TO ALLOW AN ACCESSORY STRUCTURE
IN A B3 DISTRICT AT 1906 LIVINGSTON AVE
THE POVOLNY GROUP, INC**

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

S 95 FT OF N 144FT OF W 260 FT OF LOT 1, BLOCK 1 BISANZ L W AND J E
CONROY 2ND ADDITION

WHEREAS, a public hearing concerning the Conditional Use Permit was held before the West St. Paul Planning Commission on October 18, 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 1906 Livingston Ave requested by The Povolny Group, Inc. is hereby approved subject to the following conditions:

Passed by the City Council of the City of West St. Paul this 24th day of October, 2016.

1. The applicant shall apply for applicable building for the construction of the accessory structure.
2. The exterior building materials shall complement the existing building.
3. The applicant shall revise plan sheet A201 by moving the two overhead doors to the same location as shown on plan sheet A300.
4. The applicant shall re-stripe the parking lot per the submitted site plan.

Ayes: Nays:

Attest:

David Meisinger, Mayor

Chantal Doriott, City Clerk

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Jim Hartshorn, Comm. Dev. Dir.
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: October 24, 2016
SUBJECT: Site Plan/ CUP – 1994 Robert St.



City of West St. Paul

BACKGROUND INFORMATION:

Civil Site Group is requesting the following applications for the development of a new Bank of America at 1994 Robert St.:

- 1) Site Plan Review for the construction of a new bank building and parking lot
- 2) Conditional Use Permit approval to allow a Drive-through Lane

The applicant is proposing to construct a new 4,287 sq. ft. bank building (Bank of America) on the vacant parcel. The proposed building is to be located adjacent to Robert St., consistent to the setback of the Pearl Vision/AT&T building to the north. A north-south driveway is proposed adjacent to the east side of the building per the existing access easement (provides access to the property and connection between the properties to the north and south). Off-street parking is proposed east of the drive aisle and an ATM drive-through is proposed north of the proposed building.

The Planning Commission discussed the proposed building elevations, specifically the west (Robert St. elevation) and north elevations. Staff explained that the original submittal did not include any window coverage on either elevation due to the interior layout, bathrooms and secure areas for the bank operation. Code requires at least 40 percent window coverage, so Staff required the applicant to revise the plans and include windows. The applicant modified the elevations by including two windows on the west elevation (area of the break room) and a curtain wall of spandrel glass (similar to the spandrel glass shown in the two pictures below at their Woodbury location) that wraps the northwest corner of the building in order to meet the requirement.



The two pictures below were taken from the Apple Valley location and represent similar elevations of the east elevation which faces the parking lot (first picture below) and west elevation which faces to the south (second picture) of the proposed store.



The Commission also discussed the inclusion of a bike rack and a crosswalk connecting the parking lot to the front of the bank. The applicant mentioned that they do include bike racks and that adding a crosswalk was no issue.

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 October 18, 2016 and voted 6-0 to recommend APPROVAL of the Site Plan and CUP subject to the recommendations listed below (*Site Plan recommendation includes conditions 6 & 7 which were added by the Planning Commission*).

FISCAL IMPACT:

		Amount
Fund:		

Department:		
Account:		N/A

STAFF RECOMMENDATION:

Staff recommends that the City Council hold the public hearing and approve the Site Plan and the Conditional Use Permit subject to the listed conditions as follows:

Staff recommends APPROVAL of the SITE PLAN subject to the submitted site plan and to the following conditions:

1. Council approval of the corresponding Conditional Use Permit application.
2. The applicant shall apply for all applicable building and sign permits. All new signage must meet requirements of Section 37 of the Zoning Ordinance.
3. All rooftop mechanical protrusions shall be properly screened as outlined in Section 153.032(F)(5), as determined by the City Planner.
4. The applicant shall revise the landscape plan removing the proposed tree located closest to the west property line and include additional deciduous trees directly adjacent to the southern curb line of the parking lot as well as directly adjacent to the south property line (staying clear of the proposed future ATM drive through lane as shown on the plan). Said trees shall be spaced appropriately per approval of staff.
5. The applicant shall adhere to the recommendations outlined in the attached memos provided by the City Civil Engineer, the Environmental Committee and MnDOT.
6. The applicant shall revise the site plan to include a bike rack near the front door of the building.
7. The applicant shall revise the site plan to include a pedestrian crosswalk connecting the proposed parking lot to the east side (entrance) of the building.

Staff recommends APPROVAL of the CONDITIONAL USE PERMIT subject to the following conditions:

1. Council approval of the corresponding Site Plan application.
2. The Drive-through lane must adhere to the requirements outlined in 153.156(D) of the Zoning Ordinance.

TO: Planning Commission
FROM: Ben Boike, Assistant Comm. Dev. Dir.
DATE: October 18, 2016
SUBJECT: Case #16-14



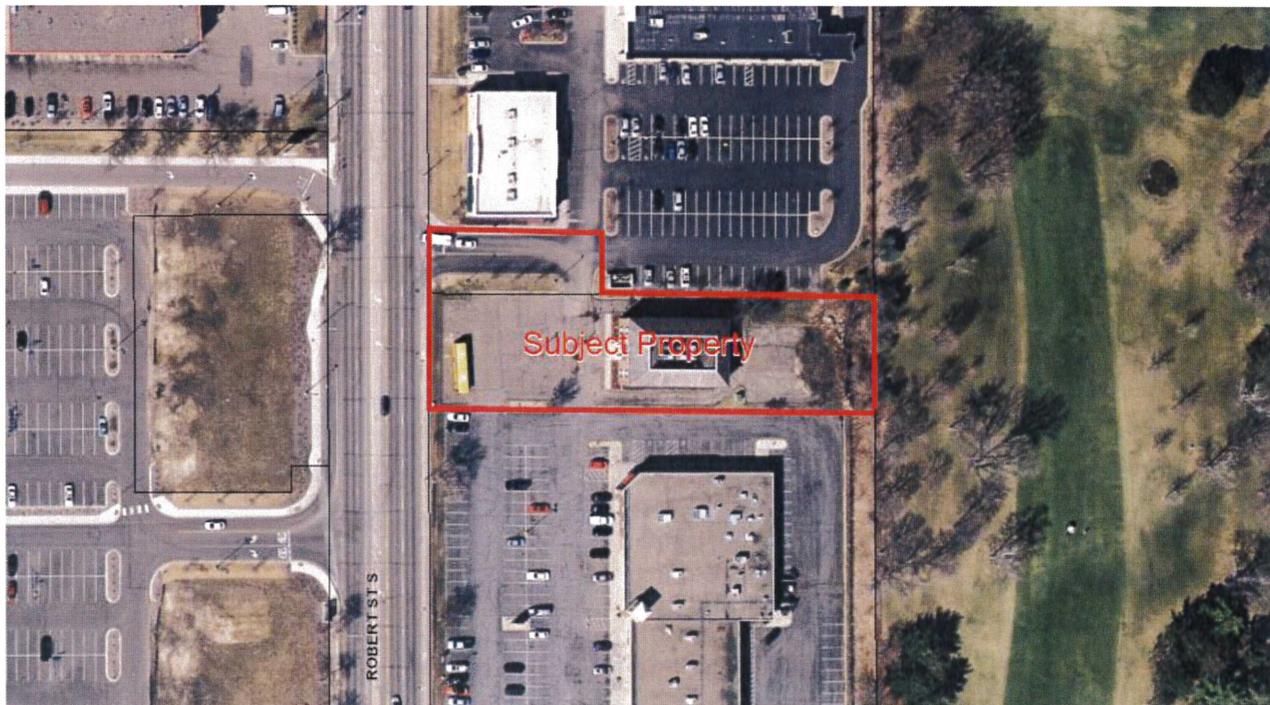
REQUEST

Civil Site Group is requesting the following applications for the development of a new Bank of America at 1994 Robert St.:

- 1) Site Plan Review for the construction of a new bank building and parking lot
- 2) Conditional Use Permit approval to allow a Drive-through Lane

Attachments:

Memos from MnDOT, the City Civil Engineer, & the Environmental Comm.
Applications/Notice
Copies of submitted Civil and Architectural plans



EXISTING LAND USES

The subject property currently consists of a vacant commercial parcel. Adjacent properties to the north, south, and west consist of commercial uses. The adjacent property to the east consists of Southview County Club.

ZONING

The subject property and adjacent properties to the north and south are zoned B3, General Business. Adjacent properties to the west are zoned B4, Shopping Center. The adjacent property to the east is zoned R1, Single-family Residential.

SITE PLAN ANALYSIS

Proposal

The applicant is proposing to construct a new 4,287 sq. ft. bank building (Bank of America) on the vacant parcel. The proposed building is to be located adjacent to Robert St., consistent to the setback of the Pearl Vision/AT&T building to the north. A north-south driveway is proposed adjacent to the east side of the building per the existing access easement (provides access to the property and connection between the properties to the north and south). Off-street parking is proposed east of the drive aisle and an ATM drive-through is proposed north of the proposed building.

Building Materials

Section 153.032(F)(1) of the Zoning Ordinance requires that exterior building materials be comprised of a minimum 60 percent primary materials (brick, stone, stucco, or glass). Secondary materials which includes decorative block, synthetic stucco, wood and metal, may only account for 40 percent of the façade.

The applicant is proposing a combination of stucco (primary), stone (primary) glass (primary), and metal paneling (secondary)(see submitted building elevations). The proposed elevations meet the exterior building material requirements as noted above.

Window Coverage

Section 153.032(F)(3) requires 40 percent window coverage for all facades facing a street, parking lot, or open space. The east and south elevations meet the requirement with standard windows. However, in order to meet this requirement for the west (Robert St. side) and north elevations, the applicant is proposing a curtain wall of spandrel glass that wraps the northwest corner of the building. The majority of the interior spaces along the west and north elevations are "back of store" secure areas and/or restrooms that, according to the applicant, prevents see through windows.

Visual Relief

Section 153.032(F)(4) requires that all exterior elevations adjacent to a street, parking lot or open space must not exceed 60 feet in length without visual relief of two or more of the following:

- (a) The facade is divided architecturally with different materials or textures;
- (b) There are horizontal offsets of at least two feet in depth;
- (c) There are vertical offsets in the roof line of at least two feet; and
- (d) The windows on the first floor are recessed horizontally at least one foot.

The proposed building meets the visual relief requirements by meeting (a) and (c) above.

Rooftop Mechanicals

The proposed plans do not address whether or not rooftop mechanicals will be properly screened as required by the Zoning Ordinance. Staff recommends a condition of approval requiring that all rooftop mechanicals be screened per Section 153.032(F)(5).

Setbacks

The proposed building and parking lot meets all setback requirements per the requirements below.

<i>B-3, B-5, B-6</i>	<i>Building</i>	<i>Parking</i>
Front yard	10 to 40 feet	Not permitted
Rear yard	20 feet minimum	10 feet minimum
Side yard	0 feet	0 feet

Access

The subject property does not have direct access to Robert St. Access to the property is provided through an existing access agreement between the subject property and the properties to the north and south. The proposed north-south driveway provides the necessary connection to the adjacent properties per the agreement. In addition, per the Robert St. Improvement project, the Robert St. access that was previously located in the area of the proposed drive-through ATM, has been relocated directly south of the proposed building.

As a result, patrons of the new bank can either access the property from the north, through the Petco property via the new signaled intersection of Crusader and Robert St., or from the south via the new Robert St. access to the adjacent retail center.

Parking Requirements

The proposed site plan includes a total of 27 off-street parking stalls. The proposed 4,287 sq. ft. office building requires a total of 21 parking stalls.

Drive Aisles/Parking Stall Dimensions

All proposed drive aisles and all parking stall dimensions meet minimum requirements.

Trash Enclosure

The applicant is not proposing a trash enclosure at this time as they are working on an agreement with the neighboring property to the north to utilize their existing enclosure.

Sidewalks

The applicant is proposing sidewalk connection from Robert St. to the front door of the building.

Lighting

The applicant is proposing six (6) twenty-five foot tall LED light fixtures for the property to provide coverage of the drive-through ATM and the parking lot. The Zoning Ordinance requires that all lighting be at or near zero for all property lines. The proposed lighting plan indicates that lighting extends beyond the property lines however since the adjacent properties are all commercial in nature Staff is not concerned.

Signage

The proposed plans show wall signage on the building elevations however the plans do not include any proposed freestanding signage. As a result, Staff is recommending a condition of approval that all signage must meet the provisions as outlined in Section 153.435 of the Zoning Ordinance.

Landscaping

Based on the exterior linear feet of the newly created property, code requires a total of 51 trees on-site (1 tree per 20 lineal ft. of property). The applicant is proposing a total of 15 deciduous trees at 2.5 caliper inches, 2 ornamental trees at 1.5 caliber inches, and 12 evergreen trees at 6 ft. in height for a total of 29 trees.

The Robert Street project includes 3 trees evenly spaced directly behind the sidewalk (not shown on the plan). As a result, Staff is recommending that the proposed tree located closest to the front property line be removed (proposed location of one of the three Robert St. project trees). In addition, since the proposed site plan is well short of the required 51 trees, Staff also recommends additional deciduous trees be added directly adjacent to the southern curb line of the parking lot as well as directly adjacent to the south property line (staying clear of the proposed future ATM drive through lane as shown on the plan). Said trees shall be spaced appropriately per approval of staff.

In addition to the trees proposed, the plan also includes a total of 241 perennials and grasses as detailed in the plant schedule table at the lower left side of the plan.

Environmental Committee

The landscape plan was reviewed by the Environmental Committee at their October 5th meeting (see attached memo). The committee agreed with the Assistant Community Development Director's recommendations, including the additional deciduous trees to be added directly adjacent to the southern curb line of the parking lot as well as directly adjacent to the south property line (staying clear of the proposed future ATM drive through lane as shown on the plan). The Committee feels an additional 10-12 trees will fit in this space and recommend the following species; Columnar Norway Maple, Japanese Tree Lilac and Ginko. They also recommend that a variety of trees be planted that are both native tree species and that have a high salt tolerance. 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 Zoning Code requires all landscaped areas to be irrigated. The proposed landscape plan states that an irrigation system will be installed (see L1.0).

Engineer's Recommendation

The City Engineer has provided a memo with five (5) 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. On sheet C5.0 and C5.1, replace City of St. Paul standard plates with West St. Paul city plates. City staff to provide electronic copies of needed city plates.
3. Install perimeter control around the entire site (continue bio-roll/silt fence along Robert St.)
4. On sheet L1.0, remove three Northwood Red Maple trees abutting Robert St. Robert St. landscape project will provide deciduous tree cover along Robert St.
5. Provide the city with a copy of all AutoCAD electronic files.

MnDOT Recommendation

Since the subject property abuts Robert St., which is a State Road, MnDOT reviewed the proposed Site Plan and provided the attached letter dated October 10, 2016. Staff is recommending a condition of approval requiring that the applicant adhere to the requests of MnDOT.

CONDITIONAL USE PERMIT ANALYSIS

Zoning Ordinance

Section 153.156 of the Zoning Ordinance requires a Conditional Use Permit to allow Drive-through Lanes in the B2 District (uses in the B2 are also allowed in the B3):

153.156 CONDITIONAL USES

Within the B-2 Neighborhood Business District, no structure or land shall be used for the following uses, except by conditional use permit:

(D) Drive-through lanes, subject to the following provisions:

- (1) They are not permitted in a front yard or within the setback area.
- (2) Adequate stacking distance must be provided, as determined by the city, which does not interfere with other driving areas, parking spaces or sidewalks.
- (3) Electronic speaker devices must not be audible beyond the property line and must not be operated between 10:00 p.m. and 7:00 a.m.
- (4) Screening of automobile headlights must be provided. Screening must be at least three feet in height and fully opaque, consisting of a wall, fence, dense

vegetation, berm or grade change or similar screening as determined by the city.

- (5) A by-pass lane must be provided, allowing autos to exit the drive-through lane from the stacking area.

Analysis

The applicant is proposing a Drive-through Lane for a proposed ATM to be located adjacent to the north side of the building. Staff is recommending a condition of approval that the proposed drive-through lane meets the requirements outlined in Section 153.156(D) of the Zoning Ordinance.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the SITE PLAN subject to the following conditions:

1. Council approval of the corresponding Conditional Use Permit application.
2. The applicant shall apply for all applicable building and sign permits. All new signage must meet requirements of Section 37 of the Zoning Ordinance.
3. All rooftop mechanical protrusions shall be properly screened as outlined in Section 153.032(F)(5), as determined by the City Planner.
4. The applicant shall revise the landscape plan removing the proposed tree located closest to the west property line and include additional deciduous trees directly adjacent to the southern curb line of the parking lot as well as directly adjacent to the south property line (staying clear of the proposed future ATM drive through lane as shown on the plan). Said trees shall be spaced appropriately per approval of staff.
5. The applicant shall adhere to the recommendations outlined in the attached memos provided by the City Civil Engineer, the Environmental Committee and MnDOT.

Staff recommends APPROVAL of the CONDITIONAL USE PERMIT to allow a DRIVE-THROUGH LANE subject to the following conditions:

1. Council approval of the corresponding Site Plan application.
2. The Drive-through lane must adhere to the requirements outlined in 153.156(D) of the Zoning Ordinance.



Minnesota Department of Transportation

Metropolitan District
Waters Edge Building
1500 County Road B2 West
Roseville, MN 55113

October 10, 2016

Ben Boike, Zoning Administrator
City of West St. Paul
1616 Humboldt Ave
West St. Paul, MN 55118

SUBJECT: Bank of America - MnDOT Review #S16-069
NE quad of Robert St (952A) and Mendota Rd
West St. Paul, Dakota County
Control Section 1908

Dear Mr. Boike:

Thank you for the opportunity to review the proposed Bank of America site plan. The Minnesota Department of Transportation (MnDOT) has reviewed the site plan and has the following comments:

Traffic

The plan proposes closing access off of TH 952 which MnDOT is supportive of. The plan must extend the existing curb and sidewalk across the closed access point.

For questions concerning these comments, please contact Jesse Larson (651-234-7824 or Jesse.Larson@state.mn.us) in MnDOT's Metro Traffic section.

Right-of-Way

MnDOT's right-of-way along TH 952 should be shown and labeled.

For questions regarding these comments please contact Matt Aguirre in MnDOT's Metro Right-of-Way section at 651-234-7599 or matt.aguirre@state.mn.us.

Design

The plans need to show the removal of the old Robert Street curb cuts and replacement with curb, gutter, and sidewalk.

For questions on this comment, please contact Nancy Jacobson in MnDOT's Metro Design section at (651.234.7647 or Nancy.L.Jacobson@state.mn.us).

Permits

Any use of or work within or affecting MnDOT right of way requires a permit. Permit forms are available from MnDOT's utility website at

<http://www.dot.state.mn.us/metro/maintenance/permits.html>

Please include one to one set of plans formatted to 11 x 17 size with each permit application. Please direct any questions regarding permit requirements to Buck Craig (651-234-7911 or buck.craig@state.mn.us) of MnDOT's Metro Permits Section.

Review Submittal Options:

MnDOT's goal is to complete the review of plans within 30 days. Submittals sent in electronically can usually be turned around faster. There are four submittal options. Please submit either:

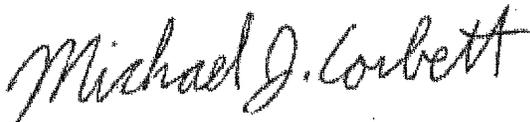
1. One (1) electronic pdf. version of the plans. MnDOT can accept the plans via e-mail at metrodevreviews.dot@state.mn.us provided that each separate e-mail is under 20 megabytes.
2. Three (3) sets of full size plans. Although submitting seven sets of full size plans will expedite the review process. Plans can be sent to:

MnDOT – Metro District Planning Section
Development Reviews Coordinator
1500 West County Road B-2
Roseville, MN 55113

3. One (1) compact disc.
4. Plans can also be submitted to MnDOT's External FTP Site. Please send files to: <ftp://ftp2.dot.state.mn.us/pub/incoming/MetroWatersEdge/Planning> Internet Explorer doesn't work using ftp so please use an FTP Client or your Windows Explorer (My Computer). Also, please send a note to metrodevreviews.dot@state.mn.us indicating that the plans have been submitted on the FTP site.

If you have any questions concerning this review, please feel free to contact me at (651) 234-7793.

Sincerely,



Michael J. Corbett, PE
Principal Planner

Copy sent via E-Mail:

Buck Craig, Permits

Nancy Jacobson, Design

Tara McBride, Area Engineer

Bryce Fossand, Water Resources

Matt Aguirre, Right-of-Way

Jesse Larson, Traffic

Clare Lackey, Traffic

Russell Owen, Metropolitan Council

Memorandum

TO: Ben Boike, Assistant Community Development Director/City Planner
FROM: Darin Rezac, Civil Engineer
DATE: October 11, 2016
SUBJECT: Site Review 1994 Robert St S

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. On sheet C5.0 and C5.1, replace City of St. Paul standard plates with West St. Paul city plates. City staff to provide electronic copies of needed city plates.
3. Install perimeter control around the entire site (continue bio-roll/silt fence along Robert St.)
4. On sheet L1.0, remove three Northwood Red Maple trees abutting Robert St. Robert St. landscape project will provide deciduous tree cover along Robert St.
5. Provide the city with a copy of all AutoCAD electronic files.

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: October 11, 2016



SUBJECT:

CASE #16-14 – Site Plan review for 1994 Robert St

BACKGROUND INFORMATION:

At the October 5, 2016 Environmental Committee (EC) meeting, members reviewed the Site Plan submitted by Civil Site Group to construct a 4,297 sq. ft. bank (Bank of America) that includes a drive-through ATM. The EC members liked the overall plan. They agreed with the Assistant Community Development Director's recommendations, including the additional deciduous trees to be added directly adjacent to the southern curb line of the parking lot as well as directly adjacent to the south property line (staying clear of the proposed future ATM drive through lane as shown on the plan). The EC feels an additional 10-12 trees will fit in this space and recommend the following species; Columnar Norway Maple, Japanese Tree Lilac and Ginko. They also recommend that a variety of trees be planted that are both native tree species and that have a high salt tolerance. 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 redevelopment of 1994 Robert St with the recommendations listed above.



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 \$1575.00

1. STREET ADDRESS OF PARCEL 1994 SOUTH ROBERT ST.

2. NAME OF APPLICANT DAVID KNABE Phone # 63-234-7523

3. ADDRESS OF APPLICANT 4931 W. 75TH ST, #200 Email dknabe@civilsitegroup.com
St Louis Park, MN 55416

4. NAME OF OWNER TOM LEHMANN (1994 SOUTH ROBERT ST, LLC) Phone # 612-940-7137

5. ADDRESS OF OWNER 7101 TRALEE DR. Email trp@mehnstpaus.com
EDINA, MN 55439

6. LEGAL/PID # 42711 000 10 22

7. PRESENT ZONING B-3

8. PROPOSED USE OF PARCEL BANK BUILDING

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

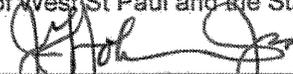
NO DENYMENTAL EFFECTS.

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)

612-944-7137

Phone Number



Signature of Applicant (If different)

763-234-7523

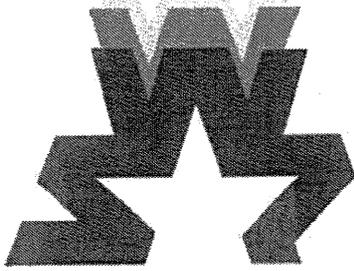
Phone Number

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

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 \$1,075.00

1. STREET ADDRESS OF PARCEL 1994 SOUTH ROBERT ST.

2. NAME OF APPLICANT DAVID KNAESLE Phone # 763-234-7523

3. ADDRESS OF APPLICANT 4931 W. 35TH ST #200 Email ~~XXXXXXXXXX~~
St. Louis Park, MN 55116 dknaesle@civilsitegrp.com

4. NAME OF OWNER Tom Lottman (1994 South Robert, LLC) Phone # 612-940-7137

5. ADDRESS OF OWNER 7101 ROUSE DR. Email trl@pinehurstpropr.com
Edina, MN 55439

6. LEGAL/PID # 427110001622

7. PRESENT ZONING B-3

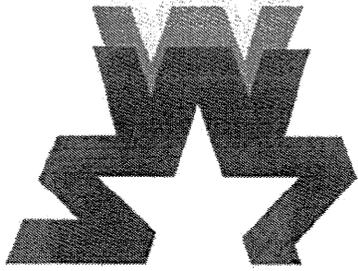
8. PROPOSED USE OF PARCEL Bank Building

9. ZONING SECTION AUTHORIZING CUP DAVE - DEN

10. WHAT WILL BE THE EFFECT OF THE PROPOSED USE ON THE HEALTH, SAFETY, & WELFARE OF THE OCCUPANTS IN THE SURROUNDING PARCELS?
NO DETRIMENTAL EFFECTS

11. WHAT WILL BE THE EFFECT ON EXISTING AND ANTICIPATED TRAFFIC CONDITIONS, INCLUDING PARKING FACILITIES ON ADJACENT STREETS?
NO DETRIMENTAL EFFECTS

12. WHAT WILL BE THE EFFECT OF THE PROPOSED USE ON THE COMPREHENSIVE PLAN?
NO DETRIMENTAL EFFECTS



CITY OF WEST ST. PAUL

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

MUNICIPAL CENTER 651-552-4100
PARKS/RECREATION 651-552-4150
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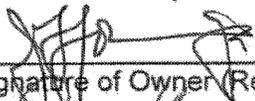
**PROMOTING AND PRESERVING A COMMUNITY OF EXCELLENCE
BY THE ETHICAL, RESPONSIVE, EFFICIENT AND INNOVATIVE PROVISION OF SERVICES
EOE/AEE**

EXHIBITS REQUIRED

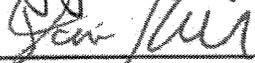
- A. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 paper copies, of a map or plat showing the property on which the Conditional Use Permit is requested, and all parcel within 150 feet of the boundaries of the subject parcel.
- B. An electronic copy as well as four (4) 22x34 and twenty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



Signature of Applicant (If different)

612-940-7137

Phone Number

763-234-2523

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

**CITY OF WEST ST. PAUL
NOTICE OF PUBLIC HEARINGS**

TO WHOM IT MAY CONCERN:

The items listed below will be public hearings at the Planning Commission meeting on October 18, 2016 at 7:00 p.m. and public hearings at the City Council meeting on October 24, 2016 at 6:30 p.m.:

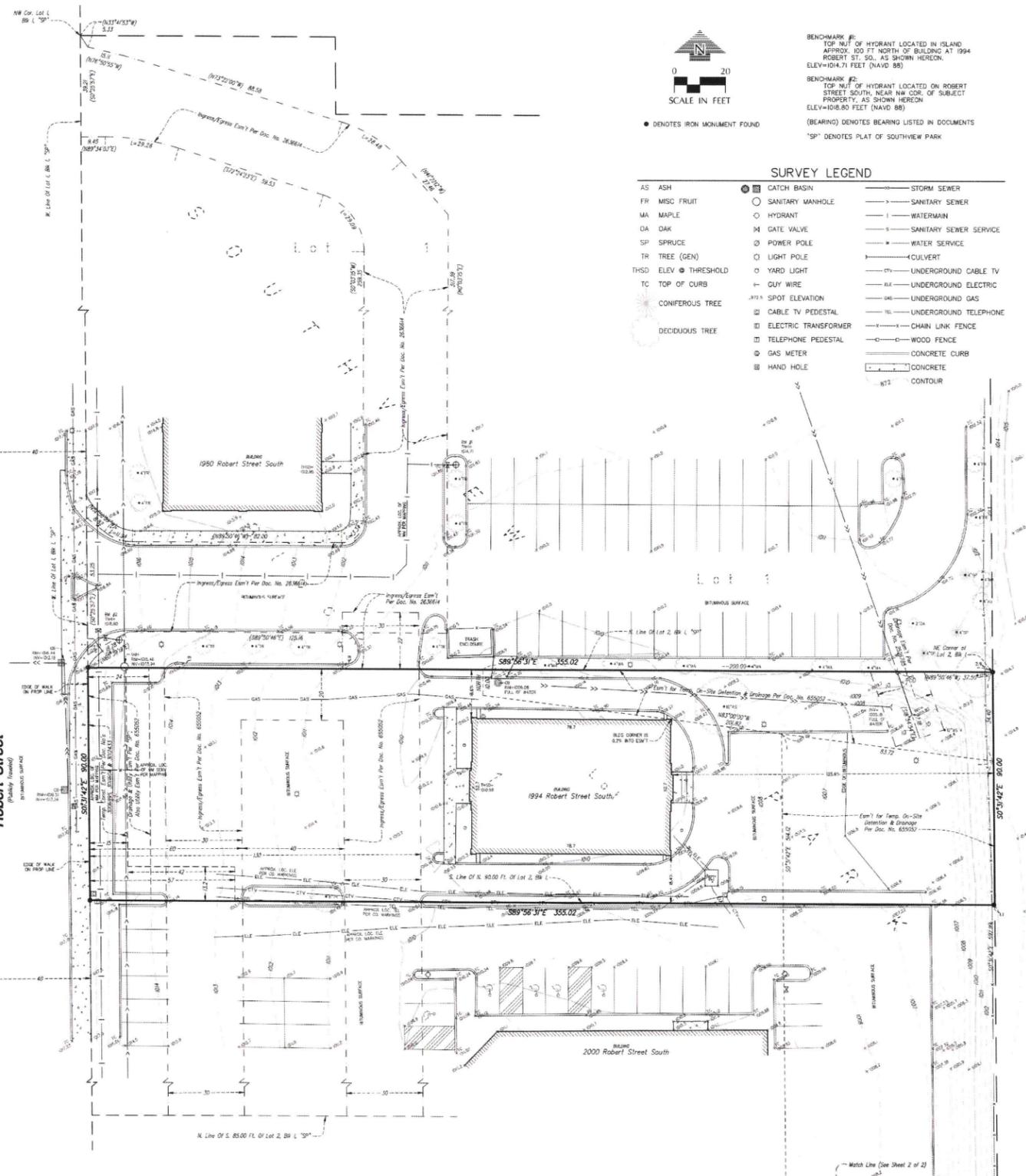
Case #16-14 – Applications for a Conditional Use Permit to allow a Drive-through Lane in a B3, General Business District and Site Plan review for the construction of a new office building (bank) and parking lot at 1994 Robert St. S. – Civil Site Group

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: October 9, 2016

Revised: 01/26/2016 3:45 PM W:\2009\9096\9096\CADD\DATA\SURVEY\09096C.dwg



BENCHMARK #1
TOP NUT OF HYDRANT LOCATED IN ISLAND APPROX. 100 FT NORTH OF BUILDING AT 1994 ROBERT ST. SO., AS SHOWN HEREON. ELEV=64.71 FEET (NAVD 88)

BENCHMARK #2
TOP NUT OF HYDRANT LOCATED ON ROBERT STREET SOUTH, NEAR NW COR. OF SUBJECT PROPERTY, AS SHOWN HEREON. ELEV=1018.80 FEET (NAVD 88)

(BEARING) DENOTES BEARING LISTED IN DOCUMENTS
'SP' DENOTES PLAT OF SOUTHWEST PARK

● DENOTES IRON MONUMENT FOUND

SURVEY LEGEND

AS ASH	○ CATCH BASIN	— STORM SEWER
FR MISC FRUIT	○ SANITARY MANHOLE	— SANITARY SEWER
MA MAPLE	○ HYDRANT	— WATER MAIN
OA OAK	⊗ GATE VALVE	— SANITARY SEWER SERVICE
SP SPRUCE	⊗ POWER POLE	— WATER SERVICE
TR TREE (GEN)	○ LIGHT POLE	— CULVERT
THSD ELEV THRESHOLD	○ YARD LIGHT	— UNDERGROUND CABLE TV
TC TOP OF CURB	— GUY WIRE	— UNDERGROUND ELECTRIC
○ CONFEROUS TREE	⊕ SPOT ELEVATION	— UNDERGROUND GAS
○ DECIDUOUS TREE	⊕ CABLE TV PEDESTAL	— UNDERGROUND TELEPHONE
	⊕ ELECTRIC TRANSFORMER	— CHAIN LINK FENCE
	⊕ TELEPHONE PEDESTAL	— WOOD FENCE
	⊕ GAS METER	— CONCRETE CURB
	⊕ HAND HOLE	— CONCRETE
		— CONTOUR

DESCRIPTION OF PROPERTY SURVEYED
(Per Schedule A of the herein referenced Title Commitment)

The Northernly 90.00 feet of Lot 2, Block 1, Southview Park, Dakota County, Minnesota.
Subject to and together with easements created in Deed filed as Document No. 655052, Dakota County, Minnesota.
Abstract Property

ALTA/ACSM OPTIONAL TABLE A NOTES
(The following items refer to Table A optional survey responsibilities and specifications)

- This property is contained in Flood Insurance Rate Map, Community Panel No. 27037C0040E, and is a non-printed panel (no special flood hazard areas).
- The Gross land area is 31,952 +/- square feet or 0.73 +/- acres.
- Exterior dimensions of the buildings are shown at ground level.
- There are no striped parking stalls on this site.

- We have shown buried structures and utilities on and/or serving the site Per Gopher State One-Call Ticket No's 151182618 and 51182632. The following utilities and municipalities were notified:
 - CITY OF INNER GROVE HEIGHTS - (651) 450-2579
 - CITY OF WEST ST. PAUL - (651) 552-4100
 - COMCAST - (612) 522-8141
 - DAKOTA COUNTY HIGHWAY DEPT - (952) 891-7900
 - DEPT OF TRANSPORTATION - (651) 366-5750
 - MCI - (800) 289-3427
 - SPRINT/LONG DISTANCE - (800) 521-0579
 - ST PAUL WATER UTILITY - (651) 266-6868
 - WINDSTREAM COMMUNICATIONS - (763) 682-3514
 - XCEL ENERGY - (651) 229-2427
 - TM OPERATING CORP - (866) 753-8309
 - CENTURYLINK - (855) 742-6062
 - LIGHTNET LLC - (218) 298-1025
 - XCEL ENERGY - (651) 229-2427

- Utility operators do not consistently respond to locate requests through the Gopher State One-Call service for boundary purposes such as this. Those utility operators that do respond often will not locate services from their main line to the customer's structure or facility - they consider those segments private installations that are outside their jurisdiction. If a private service to an adjoiner's site crosses this site or a service to this site crosses an adjoiner, it may not be located since most operators will not mark such "private" services.
- Snow and ice conditions during winter months may obscure otherwise visible evidence of a buried structure or utility.
- Maps provided by operators, either along with a field location or in lieu of such a location, are very often inaccurate or inconclusive. EXTREME CAUTION MUST BE EXERCISED BEFORE AN EXCAVATION TAKES PLACE ON OR NEAR THIS SITE. BEFORE DIGGING, YOU ARE REQUIRED BY LAW TO NOTIFY GOPHER STATE ONE CALL AT LEAST 48 HOURS IN ADVANCE AT 651/454-0002.

SURVEY REPORT

The property depicted on this survey and the easements of record shown hereon are the same as the property and the easements described in the Commitment for Title Insurance issued by Burnett Title as agent for Old Republic National Title Insurance Company, File No. 15-03031, dated March 2, 2015.

- The following remarks reference items in Schedule B, Part II - Exceptions of the herein referenced Title Commitment:
 - Item no.'s 1, 2, 4, 5, 6 and 11 are not survey related items.
 - Item no. 3: The easement for utility purposes over the west 24 feet, per the plat of Southview Park, is shown hereon along the westerly side of the site.
 - Item no. 7: Document no. 655052 contains an easement for utility purposes, as shown hereon along the westerly side of the site; an ingress and egress easement, as shown hereon west of the building; and an easement for temporary on-site detention and drainage, as shown hereon along the easterly side of the site.
 - Item no. 8: Document no. 2524785 contains a drainage easement that is shown hereon at the northeast corner of the site. Document no. 2636614 contains an easement area that is shown hereon lying on the west side of the property to the north.
 - Item no. 9: Document no. 3011604 is a temporary construction easement that is shown hereon along the west side of the site.
 - Item no. 10: Document no. 3012433 is a temporary construction easement that is shown hereon along the west side of the site.
 - Item no. 12: Document no. 3006895 is a temporary construction easement that is shown hereon along the west side of the site.
- At the northwest corner of the site, part of the parking area lies north of the property line.
- This update was prepared for the purpose of showing topography on a portion of the property to the south, as shown on sheet 2; no attempt was made to re-verify conditions of the original survey.
- There is a fence that falls west of the east property line, as shown hereon.

CERTIFICATION

To Pinehurst Properties, 1501 Partnership, a Minnesota partnership; Burnett Title and Old Republic National Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS in 2011, and includes Items 1 - 4, 7a, 8, 9 and 11b of Table A thereof. The field work was completed on January 9, 2016.

Date of Plat or Map: January 26, 2016

Henry D. Nelson, PLS
Henry D. Nelson, PLS Minnesota License No. 17255
hnelson@lockssinc.com



1994 Robert Street South
West St. Paul, MN

Pinehurst Properties
4097 France Avenue South
Minneapolis, MN 55416

LOUCKS
PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

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

CADD QUALIFICATION

CADD has prepared this Commitment for the subject lot in accordance with the Commitment for Title Insurance issued by Burnett Title as agent for Old Republic National Title Insurance Company, File No. 15-03031, dated March 2, 2015.

SUBMITTAL/REVISIONS

DATE	DESCRIPTION
05-14-15	DRAWING ISSUED BY RICHARD LICHT
06-01-15	UPDATED INVERTS
07-07-15	ADDED STORM SEWER
07-14-15	ADD: ELEVITY
01-26-16	ADDED SLY TOPO (SH 2)

PROFESSIONAL SIGNATURE

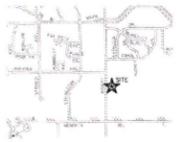
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Henry D. Nelson
License No. 17255
Date 01-26-16

QUALITY CONTROL

LOCKSS PROJECT NO.	PROJECT LEAD
09069C	RLH/HDN
	Drawn By SFM/JAA/TMB
	Checked By MLS
	Field Crew DJP

VICINITY MAP



ALTA/ACSM Land Title Survey
1 of 2

REVISION SUMMARY

DATE	DESCRIPTION

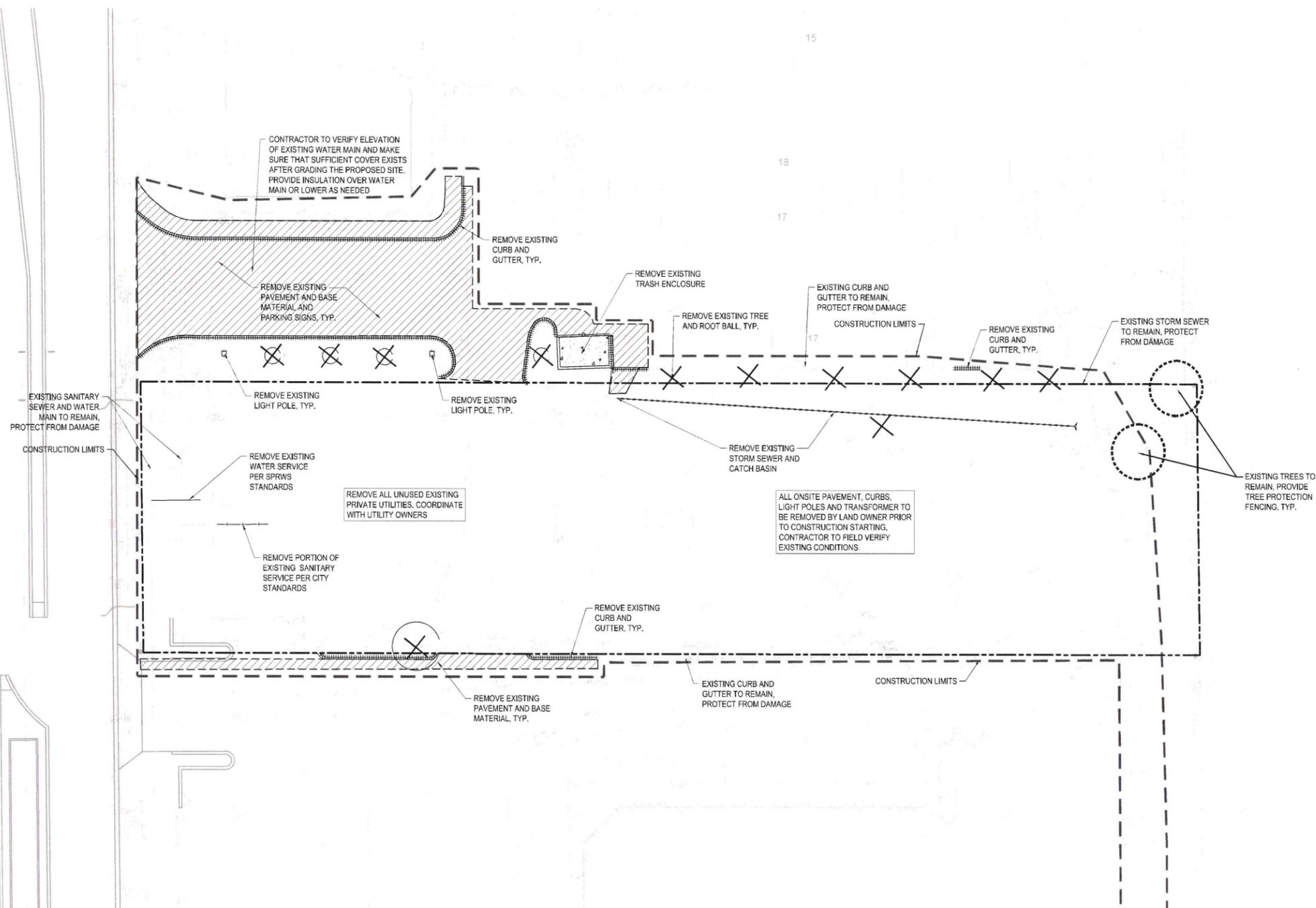
SITE SURVEY

C0.1

TREE REMOVALS:

NO.	Tree Type	Caliper	Trunk	DISPOSITION
1	TR	4		REMOVE
2	TR	4		REMOVE
3	TR	4		REMOVE
4	TR	4		REMOVE
5	MA	4		REMOVE
6	MA	4		REMOVE
7	MA	4		REMOVE
8	MA	4		REMOVE
9	MA	4		REMOVE
10	MA	4		REMOVE
11	ASH	16		REMOVE
12	ASH	12		PROTECT
13	ASH	12		PROTECT
14	TR	8		REMOVE

CALIPER INCHES TO BE REMOVED: 64
 CALIPER INCHES FOR REPLACEMENT (30%): 19
 NUMBER OF REPLACEMENT TREES (2.5" CAL.): 8
 NUMBER OF EXIST. TO REMAIN: 2



REMOVAL NOTES:

- SEE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PLAN FOR CONSTRUCTION STORM WATER MANAGEMENT PLAN.
- REMOVAL OF MATERIALS NOTED ON THE DRAWINGS SHALL BE IN ACCORDANCE WITH MNDOT, STATE AND LOCAL REGULATIONS.
- REMOVAL OF PRIVATE UTILITIES SHALL BE COORDINATED WITH UTILITY OWNER PRIOR TO CONSTRUCTION ACTIVITIES.
- EXISTING PAVEMENTS SHALL BE SAWCUT IN LOCATIONS AS SHOWN ON THE DRAWINGS OR THE NEAREST JOINT FOR PROPOSED PAVEMENT CONNECTIONS.
- REMOVED MATERIALS SHALL BE DISPOSED OF TO A LEGAL OFF-SITE LOCATION AND IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
- ABANDON, REMOVAL, CONNECTION, AND PROTECTION NOTES SHOWN ON THE DRAWINGS ARE APPROXIMATE. COORDINATE WITH PROPOSED PLANS.
- EXISTING ON-SITE FEATURES NOT NOTED FOR REMOVAL SHALL BE PROTECTED THROUGHOUT THE DURATION OF THE CONTRACT.
- PROPERTY LINES SHALL BE CONSIDERED GENERAL CONSTRUCTION LIMITS UNLESS OTHERWISE NOTED ON THE DRAWINGS. WORK WITHIN THE GENERAL CONSTRUCTION LIMITS SHALL INCLUDE STAGING, DEMOLITION AND CLEAN-UP OPERATIONS AS WELL AS CONSTRUCTION SHOWN ON THE DRAWINGS.
- MINOR WORK OUTSIDE OF THE GENERAL CONSTRUCTION LIMITS SHALL BE ALLOWED AS SHOWN ON THE PLAN AND PER CITY REQUIREMENTS.
- DAMAGE BEYOND THE PROPERTY LIMITS CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED IN A MANNER APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT OR IN ACCORDANCE WITH THE CITY.
- PROPOSED WORK (BUILDING AND CIVIL) SHALL NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE DRAWINGS AND APPROVED BY THE CITY PRIOR TO CONSTRUCTION.
- SITE SECURITY MAY BE NECESSARY AND PROVIDED IN A MANNER TO PROHIBIT VANDALISM, AND THEFT, DURING AND AFTER NORMAL WORK HOURS, THROUGHOUT THE DURATION OF THE CONTRACT. SECURITY MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY.
- VEHICULAR ACCESS TO THE SITE SHALL BE MAINTAINED FOR DELIVERY AND INSPECTION ACCESS DURING NORMAL OPERATING HOURS. AT NO POINT THROUGHOUT THE DURATION OF THE CONTRACT SHALL CIRCULATION OF ADJACENT STREETS BE BLOCKED WITHOUT APPROVAL BY THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
- ALL TRAFFIC CONTROLS SHALL BE PROVIDED AND ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
- SHORING FOR BUILDING EXCAVATION MAY BE USED AT THE DISCRETION OF THE CONTRACTOR AND AS APPROVED BY THE OWNERS REPRESENTATIVE AND THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
- STAGING, DEMOLITION, AND CLEAN-UP AREAS SHALL BE WITHIN THE PROPERTY LIMITS AS SHOWN ON THE DRAWINGS AND MAINTAINED IN A MANNER AS REQUIRED BY THE CITY.

CITY OF WEST ST. PAUL REMOVAL NOTES:

- RESERVED FOR CITY SPECIFIC REMOVAL NOTES.

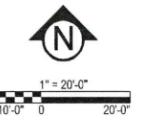
EROSION CONTROL NOTES:

SEE SWPPP ON SHEETS SW1.0-SW1.5

REMOVALS LEGEND:

- 932 --- EX. 1' CONTOUR ELEVATION INTERVAL
- [Hatched Box] REMOVAL OF PAVEMENT AND ALL BASE MATERIAL, INCLUDING BIT., CONC., AND GRAVEL PVMTS.
- [Cross-hatched Box] REMOVAL OF STRUCTURE INCLUDING ALL FOOTINGS AND FOUNDATIONS.
- [Dashed Circle] TREE PROTECTION
- [X] TREE REMOVAL - INCLUDING ROOTS AND STUMPS

GOPHER STATE ONE CALL
 WWW.GOPHERSTATEONECALL.ORG
 (800) 252-1166 TOLL FREE
 (651) 454-0002 LOCAL



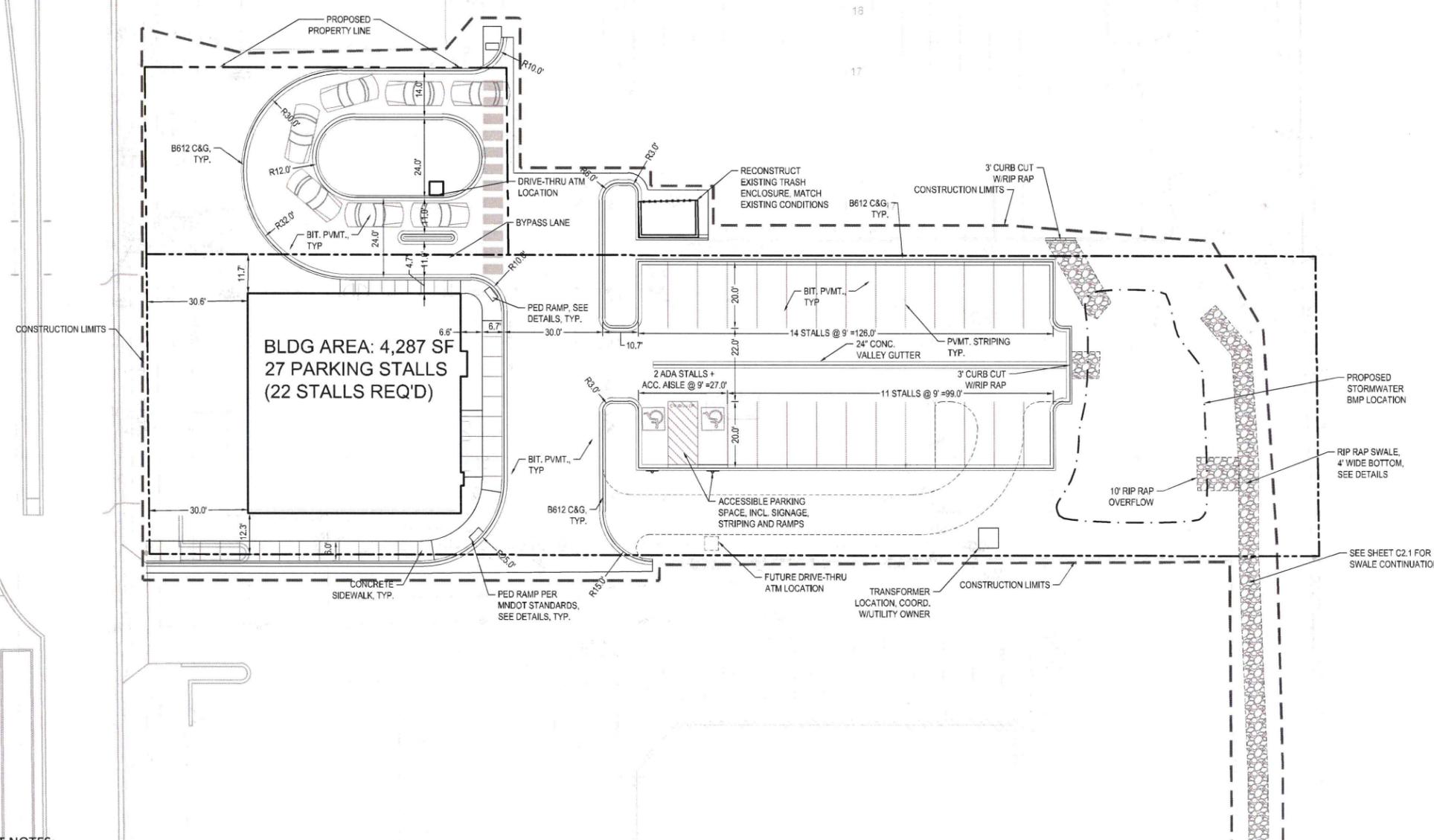
BANK OF AMERICA
WEST ST. PAUL
 1994 SOUTH ROBERT STREET, WEST ST. PAUL, MN 55118
JONES LANG LASALLE
 200 EAST RANDOLPH STREET, CHICAGO, IL 60601

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

 Matthew R. Pavak
 DATE 9/23/16 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
9/23/16	CITY SUBMITTAL
REVISION SUMMARY	
DATE	DESCRIPTION

REMOVALS PLAN
C1.0



SITE LAYOUT NOTES:

- CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
- THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
- CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
- LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
- CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PREFABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING, FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
- PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH A.D.A. REQUIREMENTS-SEE DETAIL.
- CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
- CURB AND GUTTER TYPE SHALL BE B612 UNLESS OTHERWISE NOTED ON THE DRAWINGS-TAPER BETWEEN CURB TYPES-SEE DETAIL.
- ALL CURB RADII ARE MINIMUM 3' UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REFER TO FINAL PLAT FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
- FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
- PARKING IS TO BE SET PARALLEL OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
- ALL PARKING LOT PAINT STRIPING TO BE WHITE, 4" WIDE TYP.
- BITUMINOUS PAVING TO BE "LIGHT DUTY" UNLESS OTHERWISE NOTED. SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
- ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRIP LINE. SEE LANDSCAPE DOCUMENTS.

CITY OF WEST ST. PAUL SITE SPECIFIC NOTES:

- RESERVED FOR CITY SPECIFIC NOTES.

SITE AREA TABLE:

	EXISTING		PROPOSED LOT	
BUILDING COVERAGE	4,087 SF	9.8%	4,287 SF	10.3%
ALL PAVEMENTS	25,995 SF	62.6%	19,821 SF	47.7% (INCL. FUTURE DRIVE THRU)
ALL NON-PAVEMENTS	28,135 SF	67.7%	17,441 SF	42.0%
TOTAL SITE AREA	41,549 SF	140.1%	41,549 SF	100.0%
IMPERVIOUS SURFACE				
EXISTING CONDITION	30,082 SF	72.4%		
PROPOSED CONDITION	24,108 SF	58.0%	(INCL. FUTURE DRIVE THRU)	
DIFFERENCE (EX. VS PROP.)	-5,974 SF	-14.4%		
IMPERVIOUS TOTAL	24,108 SF	58.0%		

SITE PLAN LEGEND:

- CONCRETE PAVEMENT AS SPECIFIED (PAD OR WALK)
- PROPERTY LINE
- CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
- TRAFFIC DIRECTIONAL ARROWS
- SIGN AND POST ASSEMBLY. SHOP DRAWINGS REQUIRED.
 HC = ACCESSIBLE SIGN
 NP = NO PARKING FIRE LANE
 ST = STOP
 CP = COMPACT CAR PARKING ONLY

GOPHER STATE ONE CALL
 WWW.GOPHERSTATEONECALL.ORG
 (800) 252-1166 TOLL FREE
 (651) 454-0002 LOCAL

**BANK OF AMERICA
 WEST ST. PAUL**
 1994 SOUTH ROBERT STREET, WEST ST. PAUL, MN 55118
JONES LANG LASALLE
 200 EAST RANDOLPH STREET, CHICAGO, IL 60601

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

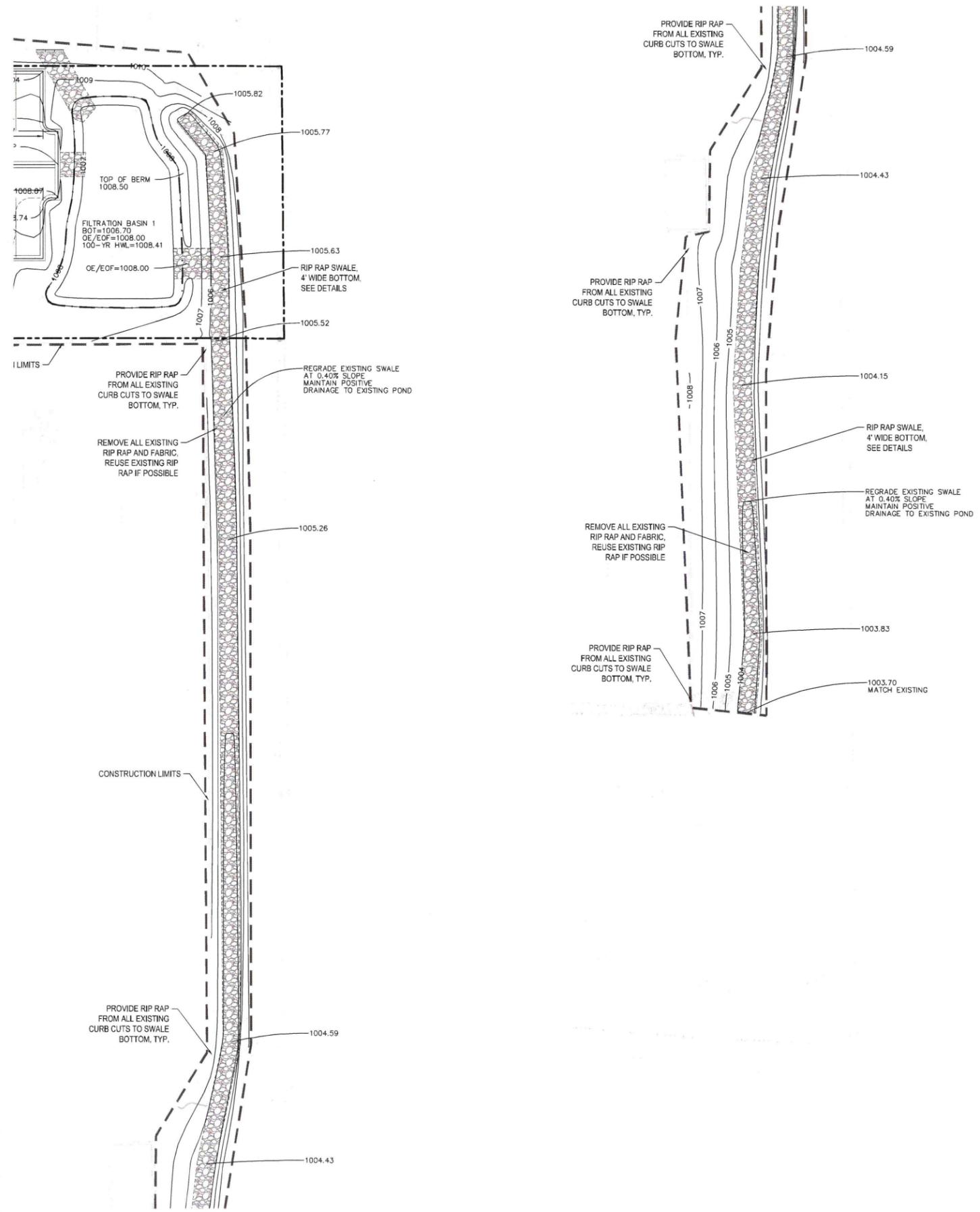
Matthew R. Pavak
 Matthew R. Pavak
 DATE 9/23/16 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
9/23/16	CITY SUBMITTAL

REVISION SUMMARY	
DATE	DESCRIPTION

SITE PLAN

C2.0



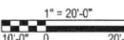
**BANK OF AMERICA
WEST ST. PAUL**
1994 SOUTH ROBERT STREET, WEST ST. PAUL, MN 55118
JONES LANG LASALLE
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Matthew R. Pavlek
Matthew R. Pavlek
DATE 9/23/16 LICENSE NO. 44283

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
9/23/16	CITY SUBMITTAL
REVISION SUMMARY	
DATE	DESCRIPTION

PLAN LEGEND:
 RIP RAP SWALE

GOPHER STATE ONE CALL
WWW.GOPHERSTATEONECALL.ORG
(800) 252-1166 TOLL FREE
(651) 454-0002 LOCAL

SWALE PLAN
C2.1

EROSION CONTROL NOTES:

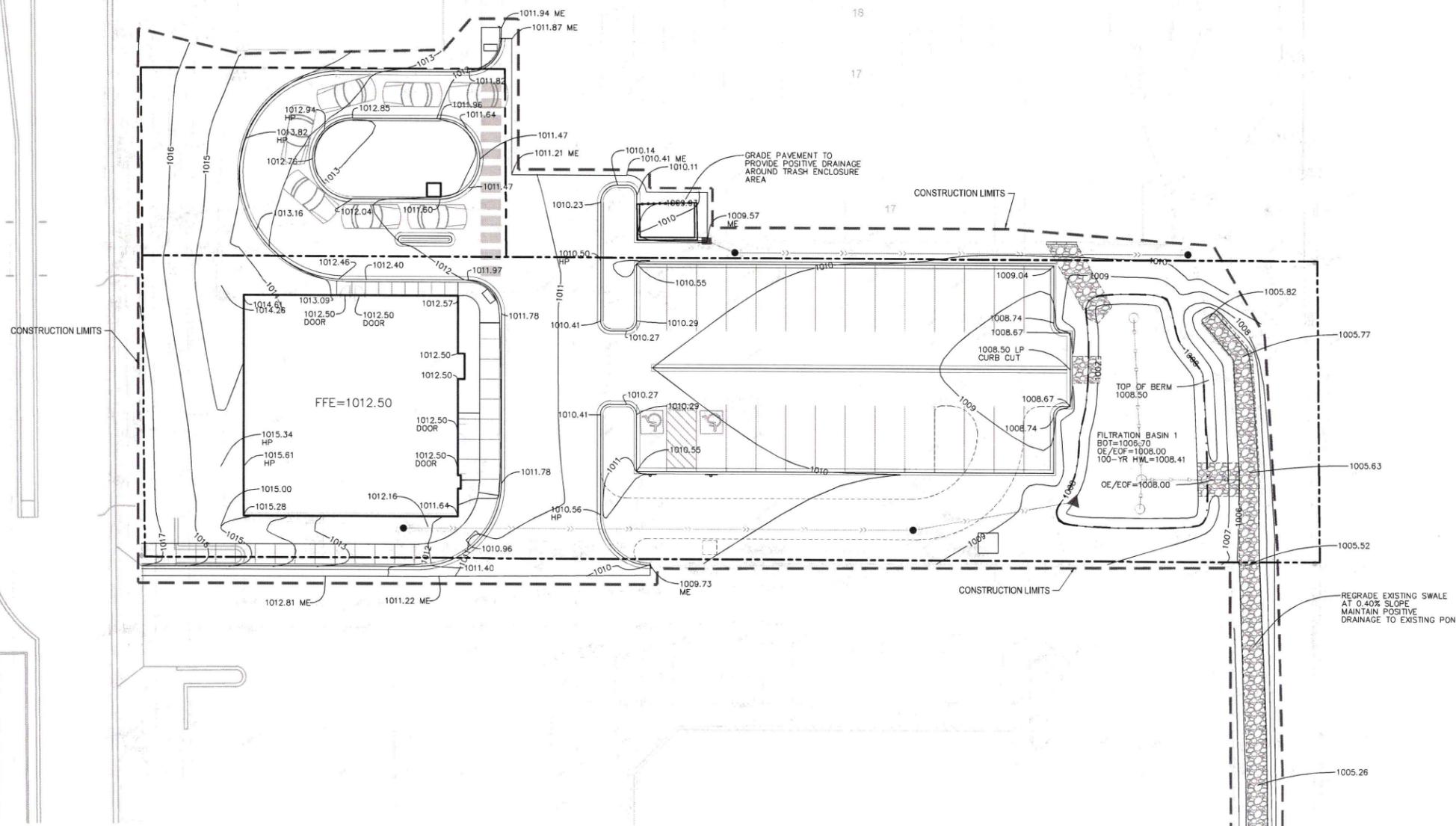
SEE SWPPP ON SHEETS SW1.0-SW1.5

GROUNDWATER INFORMATION:

PER GEOTECHNICAL REPORT BY NORTHERN TECHNOLOGIES, INC., DATED 07-13-15
GROUNDWATER WAS NOT OBSERVED IN BORINGS RANGING FROM 11 FEET TO 21 FEET DEEP.

CITY OF WEST ST. PAUL GRADING NOTES:

- RESERVED FOR CITY SPECIFIC GRADING NOTES.



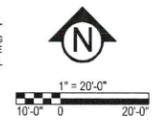
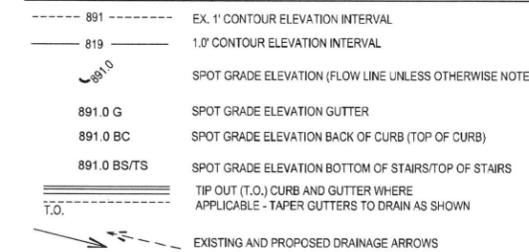
GENERAL GRADING NOTES:

- SEE SITE PLAN FOR HORIZONTAL LAYOUT & GENERAL GRADING NOTES.
- THE CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION (INCLUDING BUT NOT LIMITED TO SITE PREPARATION, SOIL CORRECTION, EXCAVATION, EMBANKMENT, ETC.) IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
- GRADING AND EXCAVATION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS & PERMIT REQUIREMENTS OF THE CITY.
- PROPOSED SPOT GRADES ARE FLOW-LINE FINISHED GRADE ELEVATIONS, UNLESS OTHERWISE NOTED.
- GRADES OF WALKS SHALL BE INSTALLED WITH 5% MAX. LONGITUDINAL SLOPE AND 1% MIN. AND 2% MAX. CROSS SLOPE, UNLESS OTHERWISE NOTED.
- PROPOSED SLOPES SHALL NOT EXCEED 3:1 UNLESS INDICATED OTHERWISE ON THE DRAWINGS. MAXIMUM SLOPES IN MAINTAINED AREAS IS 4:1
- PROPOSED RETAINING WALLS, FREESTANDING WALLS, OR COMBINATION OF WALL TYPES GREATER THAN 4' IN HEIGHT SHALL BE DESIGNED AND ENGINEERED BY A REGISTERED RETAINING WALL ENGINEER. DESIGN DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF GRADE STAKES THROUGHOUT THE DURATION OF CONSTRUCTION TO ESTABLISH PROPER GRADES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR A FINAL FIELD CHECK OF FINISHED GRADES ACCEPTABLE TO THE

- ENGINEER/LANDSCAPE ARCHITECT PRIOR TO TOPSOIL AND SODDING ACTIVITIES.
- IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, THE CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.
- EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. THE CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. THE CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 6 INCHES. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 6 INCHES.
- FINISHED GRADING SHALL BE COMPLETED. THE CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISH GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION, REPAIR ALL AREAS THAT HAVE BECOME RUTTED BY TRAFFIC OR ERODED BY WATER OR HAS SETTLED BELOW THE CORRECT GRADE, ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
- PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND/OR PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR

- PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER.
- TOLERANCES
 - THE BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.30 FOOT ABOVE, OR 0.30 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
 - THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
 - AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
 - TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.
- MAINTENANCE
 - THE CONTRACTOR SHALL PROTECT NEWLY GRADED AREAS FROM TRAFFIC AND EROSION, AND KEEP AREA FREE OF TRASH AND DEBRIS.
 - CONTRACTOR SHALL REPAIR AND REESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO SPECIFIED TOLERANCES. DURING THE CONSTRUCTION, IF REQUIRED, AND DURING THE WARRANTY PERIOD, ERODED AREAS WHERE TURF IS TO BE ESTABLISHED SHALL BE RESEEDDED AND MULCHED.
 - WHERE COMPLETED COMPACTED AREAS ARE DISTURBED BY SUBSEQUENT CONSTRUCTION OPERATIONS OR ADVERSE WEATHER, CONTRACTOR SHALL SCARIFY, SURFACE, RESHAPE, AND COMPACT TO REQUIRED DENSITY PRIOR TO FURTHER CONSTRUCTION.

GRADING PLAN LEGEND:

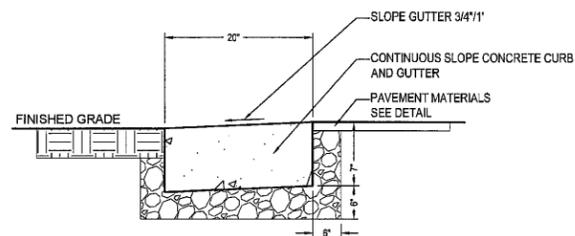
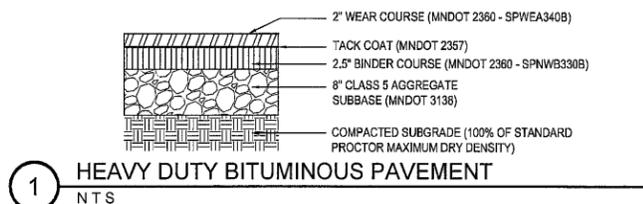


BANK OF AMERICA
WEST ST. PAUL
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JONES LANG LASALLE
200 EAST RANDOLPH STREET, CHICAGO, IL 60601

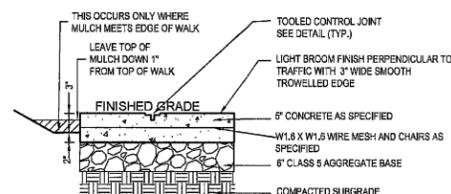
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Matthew R. Pavuk
DATE 9/23/16 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
9/23/16	CITY SUBMITTAL
REVISION SUMMARY	
DATE	DESCRIPTION

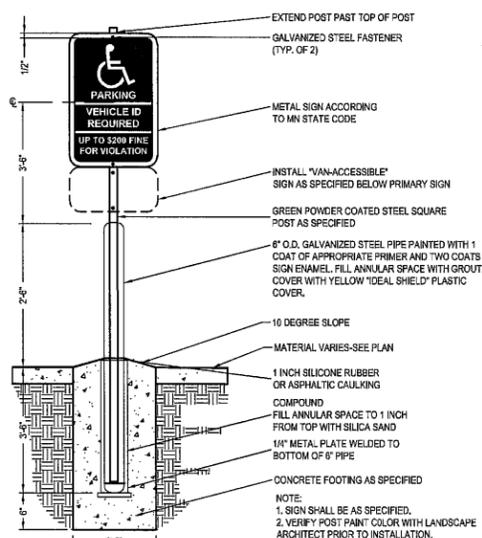
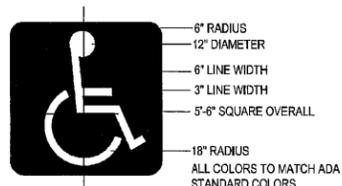
GRADING PLAN
C3.0



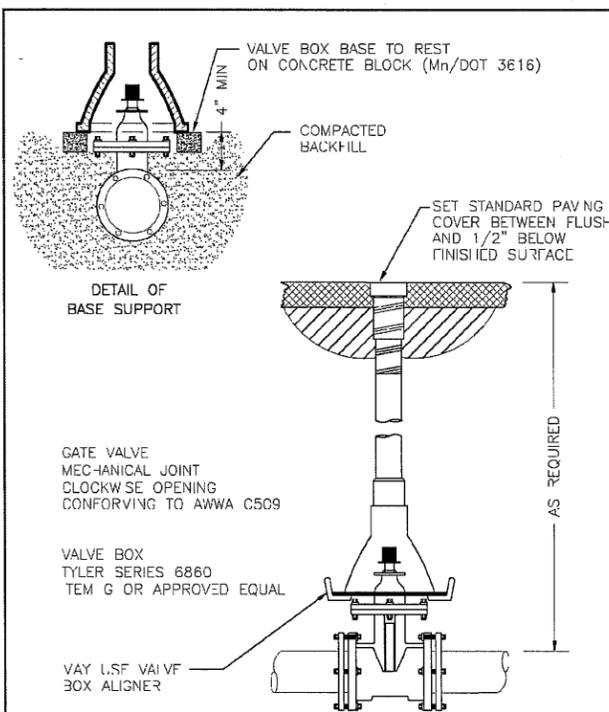
NOTES:
 1. INSTALL CONSTRUCTION JOINTS AT 10'-0" O.C. +/-
 2. BASE DEPTH DEPENDANT UPON SOIL CONDITIONS



NOTES:
 1. INSTALLATION AND REINFORCEMENT SHALL BE CERTIFIED AND IN ACCORDANCE TO AN ON-SITE A.C.I. TECHNICIAN AS SPECIFIED.
 2. SEE GEO-TECHNICAL RECOMMENDATIONS FOR GROSS WEIGHT REQUIREMENTS.
 3. SEE LAYOUT DRAWINGS FOR LIMITS OF WALKS.
 4. SEE CONCRETE JOINT DETAIL FOR REQUIREMENTS.
 5. 1/2" WIDE EXPANSION JOINT AND SEALANT AT ALL CURBS.
 6. WIRE MESH AND CHAIRS REQUIRED FOR ALL WALKS OR IN LOCATIONS FOR VEHICULAR TRAFFIC.



NOTE:
 1. SIGN SHALL BE AS SPECIFIED.
 2. VERIFY "POST PAINT" COLOR WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.



DR. LJP	TR.	SAINT PAUL REGIONAL WATER SERVICES ST. PAUL, MINNESOTA	STANDARD PLATE
CH. MGA		VALVE BOX & INSTALLATION	D-2
APPROVED	DJS		

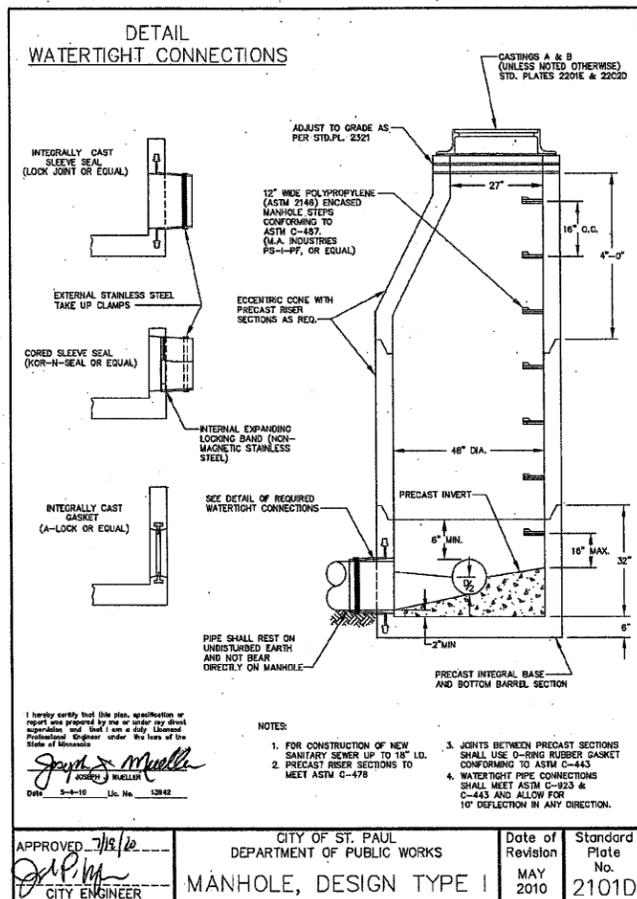
APPROVED: [Signature] DATE: 7/15/10
 CITY ENGINEER

CITY OF ST. PAUL
 DEPARTMENT OF PUBLIC WORKS
 CONCRETE CURB AND GUTTER
 DESIGN B

Date of Revision: JULY 2002
 Standard Plate No. 3100C

* USE 2-5/8" RADIUS FOR CURB HEIGHT OF 4"

DIMENSIONS		W = 12"		W = 18"		W = 24"		W = 30"	
H	A	DESIGN NO.	CONCRETE CU. YDS. PER LIN. FT.	DESIGN NO.	CONCRETE CU. YDS. PER LIN. FT.	DESIGN NO.	CONCRETE CU. YDS. PER LIN. FT.	DESIGN NO.	CONCRETE CU. YDS. PER LIN. FT.
4	7-3/8"	B412	0.0421	B418	0.0529	B424	0.0637	B430	0.0745
6	8"	B612	0.0474	B618	0.0582	B624	0.0690	B630	0.0798
8	8-5/8"	B812	0.0529	B818	0.0637	B824	0.0745	B830	0.0853
9	9"	B912	0.0559	B918	0.0667	B924	0.0775	B930	0.0883
10	9-3/8"	B1012	0.0589	B1018	0.0697	B1024	0.0805	B1030	0.0913



**BANK OF AMERICA
 WEST ST. PAUL**
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JONES LANG LASALLE
 200 EAST RANDOLPH STREET, CHICAGO, IL 60601

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[Signature]
 Matthew R. Pavok
 DATE: 9/23/16 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
9/23/16	CITY SUBMITTAL

REVISION SUMMARY	
DATE	DESCRIPTION

CIVIL DETAILS

C5.0

LANDSCAPE CALCULATIONS:

ZONING: B-3 GENERAL BUSINESS

REQUIRED TREES:
 PERIMETER CALCULATION
 1 TREE PER 20 LF SITE PERIMETER
 $1002 / 20 = 51$

TREE REPLACEMENT CALCULATION
 REPLACE 30% OF REMOVED CALIPER INCHES

CALIPER INCHES REMOVED = 64
 (SEE TREE REMOVAL TABLE)
 30% REPLACEMENT = 19
 NUMBER OF TREES (@ 2.5 CAL.) REQUIRED = 8

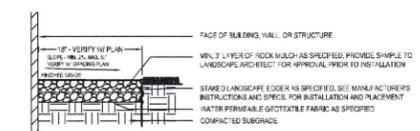
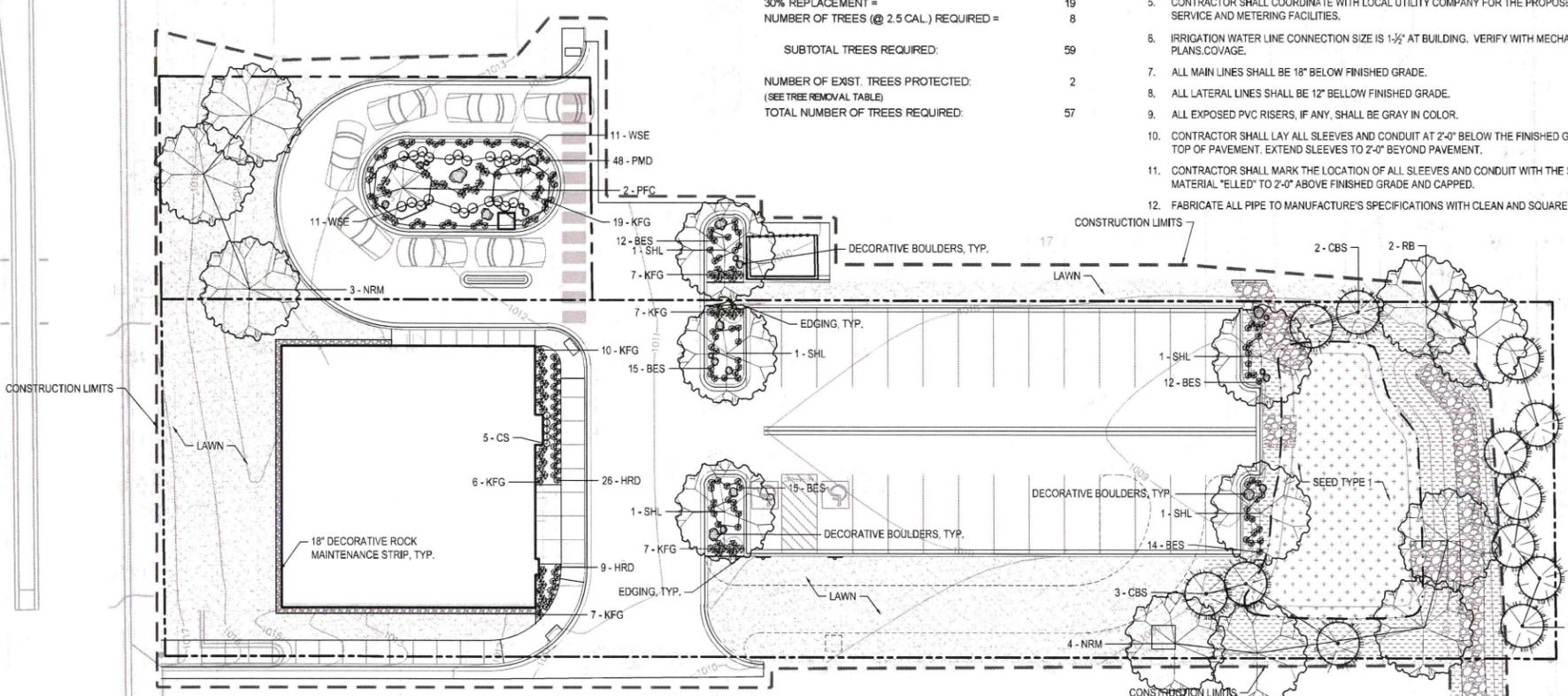
SUBTOTAL TREES REQUIRED: 59

NUMBER OF EXIST. TREES PROTECTED:
 (SEE TREE REMOVAL TABLE)
 TOTAL NUMBER OF TREES REQUIRED: 57

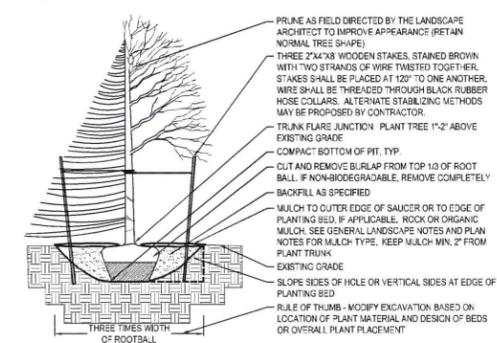
LANDSCAPE NOTES:

- ENTIRE SITE SHALL BE FULLY IRRIGATED. THE CONTRACTOR SHALL SUBMIT IRRIGATION SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- SEE MECHANICAL AND ELECTRICAL PLANS AND SPECIFICATIONS FOR IRRIGATION WATER, METER, AND POWER CONNECTIONS.
- CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND/ABOVE GROUND FACILITIES PRIOR TO ANY EXCAVATION/INSTALLATION. ANY DAMAGE TO UNDERGROUND/ABOVE GROUND FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COSTS ASSOCIATED WITH CORRECTING DAMAGES SHALL BE BORNE ENTIRELY BY THE CONTRACTOR.
- SERVICE EQUIPMENT AND INSTALLATION SHALL BE PER LOCAL UTILITY COMPANY STANDARDS AND SHALL BE PER NATIONAL AND LOCAL CODES. EXACT LOCATION OF SERVICE EQUIPMENT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT OR EQUIVALENT AT THE JOB SITE.
- CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY FOR THE PROPOSED ELECTRICAL SERVICE AND METERING FACILITIES.
- IRRIGATION WATER LINE CONNECTION SIZE IS 1-1/2" AT BUILDING. VERIFY WITH MECHANICAL PLANS/COVAGE.
- ALL MAIN LINES SHALL BE 18" BELOW FINISHED GRADE.
- ALL LATERAL LINES SHALL BE 12" BELOW FINISHED GRADE.
- ALL EXPOSED PVC RISERS, IF ANY, SHALL BE GRAY IN COLOR.
- CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISHED GRADE OF THE TOP OF PAVEMENT. EXTEND SLEEVES TO 2'-0" BEYOND PAVEMENT.
- CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELED" TO 2'-0" ABOVE FINISHED GRADE AND CAPPED.
- FABRICATE ALL PIPE TO MANUFACTURER'S SPECIFICATIONS WITH CLEAN AND SQUARE CUT JOINTS.

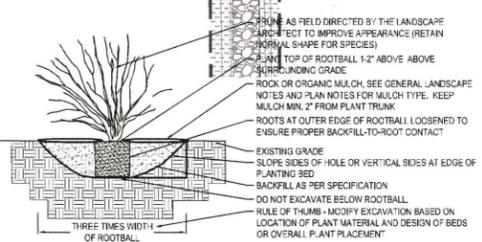
- BACKFILL ALL TRENCHES WITH SOIL FREE OF SHARP OBJECTS AND DEBRIS.
- ALL VALVE BOXES AND COVERS SHALL BE BLACK IN COLOR.
- GROUP VALVE BOXES TOGETHER FOR EASE WHEN SERVICE IS REQUIRED. LOCATE IN PLANT BED AREAS WHENEVER POSSIBLE.
- IRRIGATION CONTROLLER LOCATION SHALL BE VERIFIED ON-SITE WITH OWNER'S REPRESENTATIVE.
- CONTROL WIRES: 14 GAUGE DIRECT BURIAL, SOLID COPPER IRRIGATION WIRE. RUN UNDER MAIN LINE. USE MOISTURE-PROOF SPLICES AND SPLICE ONLY AT VALVES OR PULL BOXES. RUN SEPARATE HOT AND COMMON WIRE TO EACH VALVE AND ONE (1) SPARE WIRE AND GROUND TO FURTHEST VALVE FROM CONTROLLER. LABEL OR COLOR CODE ALL WIRES.
- AVOID OVER SPRAY ON BUILDINGS, PAVEMENT, WALLS AND ROADWAYS BY INDIVIDUALLY ADJUSTING RADIUS OR ARC ON SPRINKLER HEADS AND FLOW CONTROL ON AUTOMATIC VALVE.
- ADJUST PRESSURE REGULATING VALVES FOR OPTIMUM PRESSURE ON SITE.
- USE SCREENS ON ALL HEADS.
- A SET OF AS-BUILT DRAWINGS SHALL BE MAINTAINED ON-SITE AT ALL TIMES IN AN UPDATED CONDITION.
- ALL PIPE 3" AND OVER SHALL HAVE THRUST BLOCKING AT EACH TURN.
- ALL AUTOMATIC REMOTE CONTROL VALVES WILL HAVE 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL UNDERNEATH VALVE AND VALVE BOX. GRAVEL SHALL EXTEND 3' BEYOND PERIMETER OF VALVE BOX.
- THERE SHALL BE 3" MINIMUM SPACE BETWEEN BOTTOM OF VALVE BOX COVER AND TOP OF VALVE STRUCTURE.



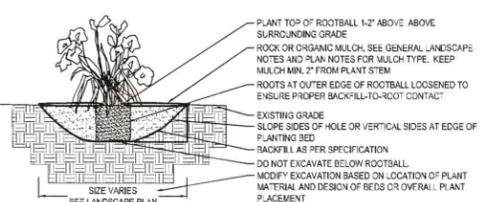
1 AGGREGATE MAINTENANCE STRIP
 N T S



2 DECIDUOUS & CONIFEROUS TREE PLANTING
 N T S



3 DECIDUOUS & CONIFEROUS SHRUB PLANTING
 N T S



4 PERENNIAL BED PLANTING
 N T S

LEGEND

[Symbol]	SEED TYPE 1- NATIVE, MNDOT 33-261 - INSTALL PER MNDOT SEEDING MANUAL (2014)
[Symbol]	SEED TYPE 2- NATIVE, MNDOT 35-221 - INSTALL PER MNDOT SEEDING MANUAL (2014)
[Symbol]	SOD
[Symbol]	1" DIA. DECORATIVE ROCK MULCH OVER FILTER FABRIC, SAMPLES REQUIRED

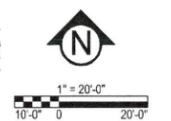
PROPOSED CANOPY & EVERGREEN TREE SYMBOLS - SEE SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED DECIDUOUS AND EVERGREEN SHRUB SYMBOLS - SEE SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED PERENNIAL PLANT SYMBOLS - SEE SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

DECORATIVE BOULDERS, 18"-30" DIA.

GOPHER STATE ONE CALL
 WWW.GOPHERSTATEONECALL.ORG
 (800) 252-1166 TOLL FREE
 (651) 454-0002 LOCAL



PLANT SCHEDULE - ENTIRE SITE

SYM	QUANT.	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	COMMENTS
DECIDUOUS TREES						
NRM	7	NORTHWOOD RED MAPLE	<i>Acer rubrum</i> 'Northwood'	2.5" CAL.	B&B	STRAIGHT LEADER, FULL FORM
SHL	5	SKYLINE HONEYLOCUST	<i>Gleditsia triacanthos</i> 'Skycole'	2.5" CAL.	B&B	STRAIGHT LEADER, FULL FORM
RB	2	RIVER BIRCH	<i>Betula nigra</i>	2.5" CAL.	B&B	STRAIGHT LEADER, FULL FORM
ORNAMENTAL TREES						
PFC	2	PRAIRIEFIRE FLOWERING CRAB	<i>Malus</i> 'Prairiefire'	1.5" CAL.	B&B	STRAIGHT LEADER, FULL FORM
EVERGREEN TREES						
BHS	7	BLACK HILLS SPRUCE	<i>Picea glauca</i> 'Densata'	6" HL.	B&B	STRAIGHT LEADER, FULL FORM
CBS	5	COLORADO SPRUCE	<i>Picea pungens</i>	6" HL.	B&B	STRAIGHT LEADER, FULL FORM
PERENNIALS & GRASSES						
KFG	63	KARL FOERSTER GRASS	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	#1	CONT.	
PMD	48	PARDON ME DAYLILY	<i>Heemerocallis</i> 'Pardon Me'	#1	CONT.	
BES	68	GOLDSTURM RUDBECKIA	<i>Rudbeckia fulgida</i> 'Goldsturm'	#1	CONT.	
CS	5	CARADONNA SALVIA	<i>Salvia x sylvestris</i> 'Caradonna'	#1	CONT.	
WSE	22	WHITE SWAN ECHINACEA	<i>Echinacea purpurea</i> 'White Swan'	#1	CONT.	
HRD	35	HAPPY RETURNS DAYLILY	<i>Heemerocallis</i> 'Happy Returns'	#1	CONT.	

LANDSCAPE NOTES:

- ALL SHRUB BEDS SHALL BE MULCHED WITH 4" DEPTH OF DOUBLE SHREDDED HARDWOOD MULCH OVER WEED BARRIER. OWNER'S REP SHALL APPROVE MULCH SAMPLE PRIOR TO INSTALLATION. EDGING SHALL BE METAL EDGING OR APPROVED EQUAL.
- PLANT MATERIALS SHALL CONFORM WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE AND DISFIGURATION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLUMPNESS OF PLANT MATERIAL FOR DURING OF ACCEPTANCE PERIOD.
- UPON DISCOVERY OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE SCHEDULE AND THE QUANTITY SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.
- CONDITION OF VEGETATION SHALL BE MONITORED BY THE LANDSCAPE ARCHITECT THROUGHOUT THE DURATION OF THE CONTRACT. LANDSCAPE MATERIALS PART OF THE CONTRACT SHALL BE WARRANTED FOR ONE (1) FULL GROWING SEASONS FROM SUBSTANTIAL COMPLETION DATE.
- ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 4" LAYER LOAM AND SOD AS SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- COORDINATE LOCATION OF VEGETATION WITH UNDERGROUND AND OVERHEAD UTILITIES, LIGHTING FIXTURES, DOORS AND WINDOWS. CONTRACTOR SHALL STAKE IN THE FIELD FINAL LOCATION OF TREES AND SHRUBS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL PLANT MATERIALS SHALL BE WATERED AND MAINTAINED UNTIL ACCEPTANCE.
- REPAIR AT NO COST TO OWNER ALL DAMAGE RESULTING FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
- SWEEP AND MAINTAIN ALL PAVED SURFACES FREE OF DEBRIS GENERATED FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.

BANK OF AMERICA
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Patrick J. Sarver
 DATE 9/23/18 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

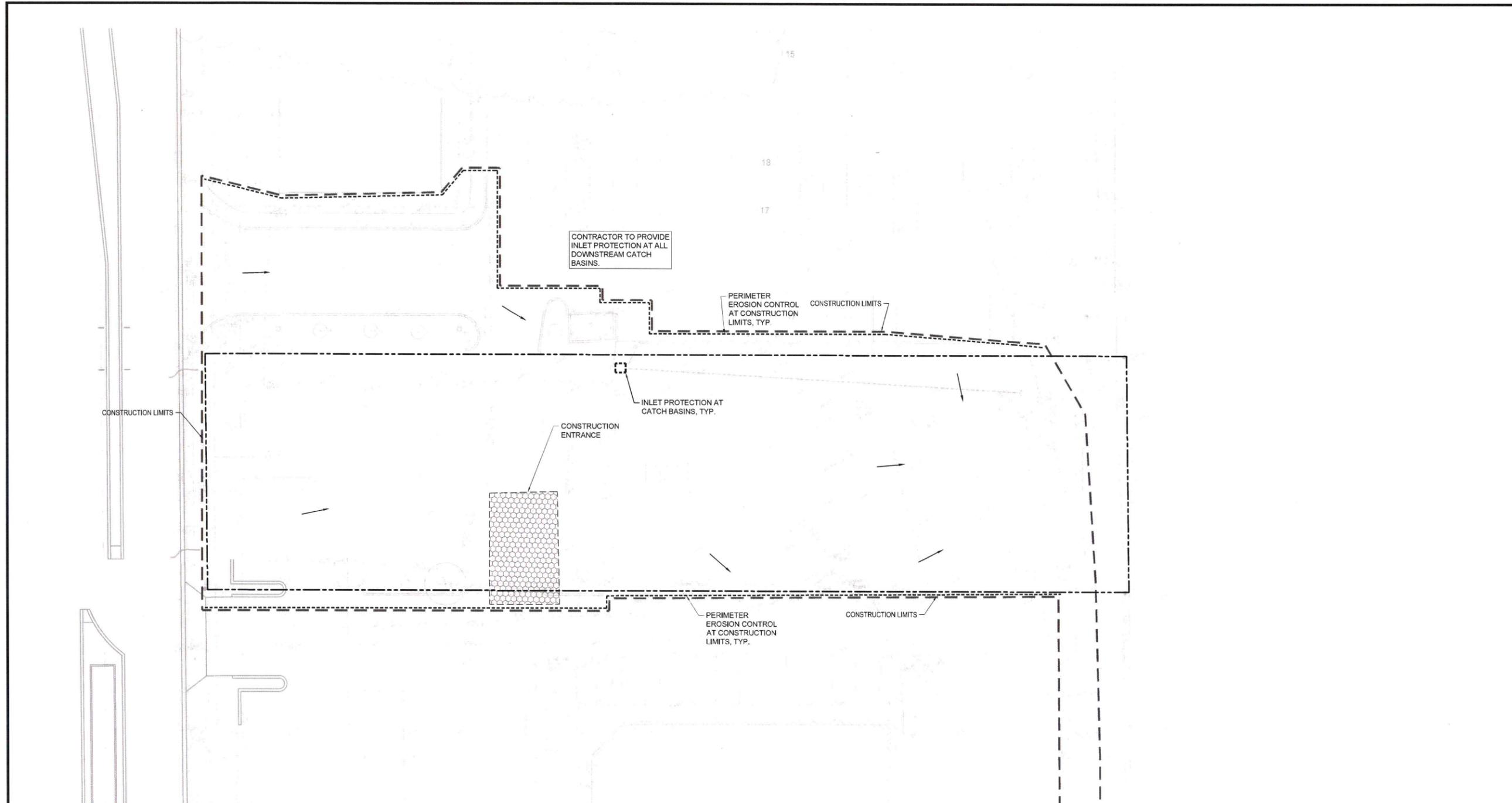
DATE	DESCRIPTION
9/23/18	CITY SUBMITTAL

REVISION SUMMARY

DATE	DESCRIPTION
------	-------------

LANDSCAPE PLAN

L1.0



SWPPP NOTES:

1. THIS PROJECT IS GREATER THAN ONE ACRE AND WILL REQUIRE AN MPCA NPDES PERMIT. AN EROSION CONTROL PERMIT IS ALSO REQUIRED FROM THE CITY OF WEST ST. PAUL.
2. SEE SHEETS SW1.0 - SW1.3 FOR ALL EROSION CONTROL NOTES, DESCRIPTIONS, AND PRACTICES.
3. SEE GRADING PLAN FOR ADDITIONAL GRADING AND EROSION CONTROL NOTES.
4. CONTRACTOR IS RESPONSIBLE FOR SWPPP IMPLEMENTATION, INSPECTIONS, AND COMPLIANCE WITH NPDES PERMIT.

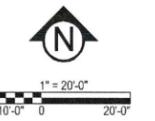
CITY OF WEST ST. PAUL EROSION CONTROL NOTES:

1. RESERVED FOR CITY SPECIFIC EROSION CONTROL NOTES.

LEGEND:

- | | | | |
|-----------------|--------------------------------------|--|-------------------------------|
| ----- 932 ----- | EX. 1' CONTOUR ELEVATION INTERVAL | | PROPOSED GATE VALVE |
| ----- 932 ----- | 1' CONTOUR ELEVATION INTERVAL | | PROPOSED FIRE HYDRANT |
| x 932 | EXISTING SPOT GRADE ELEVATION | | PROPOSED SANITARY SEWER |
| 932.0 | PROPOSED SPOT GRADE ELEVATION | | PROPOSED STORM SEWER |
| | DRAINAGE ARROW | | EXISTING STORM SEWER |
| | SILT FENCE / BIOROLL - GRADING LIMIT | | EXISTING WATER MAIN |
| | STABILIZED CONSTRUCTION ENTRANCE | | EXISTING GAS MAIN |
| | PROPOSED MANHOLE OR CATCH BASIN | | EXISTING UNDERGROUND ELECTRIC |
| | | | EXISTING UNDERGROUND CABLE |
| | | | EXISTING MANHOLE |
| | | | EXISTING CATCH BASIN |
| | | | EXISTING ELECTRIC BOX |
| | | | EXISTING HYDRANT |
| | | | EXISTING LIGHT |
| | | | EXISTING STOPBOX |
| | | | EXISTING GAS METER |
| | | | EXISTING GATE VALVE |
| | | | EXISTING GAS VALVE |

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(800) 252-1166 TOLL FREE
(651) 454-0002 LOCAL

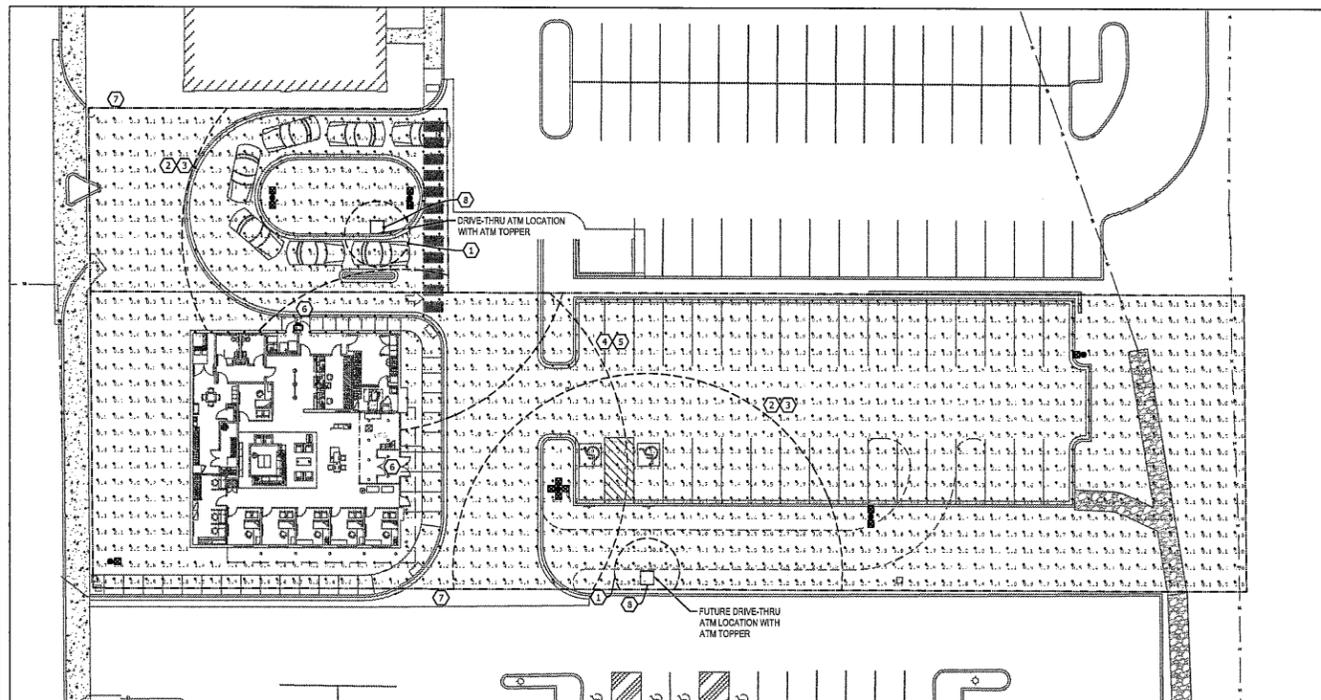


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Matthew R. Pavsek
Matthew R. Pavsek
DATE 9/23/16 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY	
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9/23/16	CITY SUBMITTAL
REVISION SUMMARY	
DATE	DESCRIPTION

SWPPP - EXISTING CONDITIONS
SW1.0



Symbol	Description
1	Minimum of ten (10) foot candle power at the face of the ATM/ATM/After-Hour Depository extending outward five (5) feet in all unobstructed directions.
2	Minimum of one (1) foot candle power extending outward in all unobstructed directions fifty (50) feet from the face of the ATM/ATM/After-Hour Depository.
3	Minimum of one (1) foot candle power in defined parking areas within (60) feet of the ATM and After-Hour Depository.
4	Minimum of one (1) foot candle power extending outward in all unobstructed directions fifty (50) feet from the vestibule entry/exit door.
5	Minimum of one (1) foot candle power in defined parking areas within sixty (60) feet of the vestibule entry/exit door.
6	Minimum of two (2) foot candle power in the immediate area of the designated associate entrance/exit to the facility.
7	Property Line.

EXTERIOR LIGHTING PHOTOMETRICS (REFERENCE ONLY)

SCALE: 1" = 10'-0"

KEY NOTES

- 1 A MINIMUM OF TEN (10) FOOT CANDLE POWER AT THE FACE OF THE ATM/ATM/AFTER-HOUR DEPOSITORY EXTENDING OUTWARD FIVE (5) FEET IN ALL UNOBSTRUCTED DIRECTIONS.
- 2 A MINIMUM OF ONE (1) FOOT CANDLE POWER EXTENDING OUTWARDS IN ALL UNOBSTRUCTED DIRECTIONS FIFTY (50) FEET FROM THE FACE OF THE ATM/ATM/AFTER-HOUR DEPOSITORY.
- 3 A MINIMUM OF ONE (1) FOOT CANDLE POWER IN DEFINED PARKING AREAS WITHIN (60) FEET OF THE ATM AND AFTER-HOUR DEPOSITORY.
- 4 A MINIMUM OF ONE (1) FOOT CANDLE POWER EXTENDING OUTWARDS IN ALL UNOBSTRUCTED DIRECTIONS FIFTY (50) FEET FROM THE VESTIBULE ENTRY/EXIT DOOR.
- 5 A MINIMUM OF ONE (1) FOOT CANDLE POWER IN DEFINED PARKING AREAS WITHIN SIXTY (60) FEET OF THE VESTIBULE ENTRY/EXIT DOOR.
- 6 A MINIMUM OF TWO (2) FOOT CANDLE POWER IN THE IMMEDIATE AREA OF THE DESIGNATED ASSOCIATE ENTRANCE/EXIT TO THE FACILITY.
- 7 PROPERTY LINE.
- 8 DRIVE-UP ATM: NEXT GENERATION, FRAME-R-UB1, SERIES 6580 KIOSK W/ THREE (3) CANOPY MOUNTED LED STRIP LIGHT FIXTURES PROVIDED WITH KIOSK.

GENERAL NOTES

1. REGULATED STATES INCLUDE CALIFORNIA, DISTRICT OF COLUMBIA, FLORIDA, GEORGIA, ILLINOIS, LOUISIANA, MARYLAND, NEVADA, NEW JERSEY, NEW YORK, OREGON, TEXAS, WASHINGTON, ALABAMA, CONNECTICUT, KANSAS, KENTUCKY, MASSACHUSETTS, MONTANA, MISSOURI, NEW HAMPSHIRE, RHODE ISLAND, VIRGINIA.
2. ALL LIGHTING MEASUREMENTS ARE TAKEN AT THIRTY-SIX (36) INCHES ABOVE THE GROUND ON A HORIZONTAL PLANE.

ATM ILLUM. NOTES

ELECTRICAL CONTRACTOR SHALL VERIFY EXISTING AND PROPOSED LIGHTING IN THE VICINITY OF AUTOMATIC TELLER MACHINES, AFTER-HOUR DEPOSITORIES AND 24-HOUR VESTIBULES COMPLY WITH BANK OF AMERICA STANDARDS AND APPLICABLE FEDERAL, STATE, AND LOCAL CODES, RULES & REGULATIONS, ORDINANCES, AND STATUTES RELATED TO MINIMUM LIGHTING LEVELS FOR SAFETY. NOTIFY BANK OF AMERICA OF ANY DEFICIENCIES FOR CORRECTIVE ACTIONS. FOR NON-REGULATED STATES, MINIMUM LIGHTING LEVELS SHALL MEET THE CRITERIA LISTED HEREIN:

A. A MINIMUM OF TEN (10) FOOT CANDLE POWER AT THE FACE OF THE ATM OR AFTER-HOUR DEPOSITORY EXTENDING OUTWARD FIVE (5) FEET IN ALL UNOBSTRUCTED DIRECTIONS.

B. ~~DRIVE-UP~~ A MINIMUM OF ONE (1) FOOT CANDLE POWER EXTENDING OUTWARDS IN ALL UNOBSTRUCTED DIRECTIONS FIFTY (50) FEET FROM THE FACE OF THE ATM AND AFTER-HOUR DEPOSITORY.

C. ~~WALK-UP~~ A MINIMUM OF ONE (1) FOOT CANDLE POWER WITHIN SIXTY (60) FEET OF THE ATM AND AFTER-HOUR DEPOSITORY. IN THE EVENT THE ATM OR AFTER-HOUR DEPOSITORY IS LOCATED WITHIN TEN (10) FEET OF THE CORNER OF THE BUILDING AND IS GENERALLY ACCESSIBLE FROM THE ADJACENT SIDE, THERE SHALL BE A MINIMUM OF ONE (1) FOOT CANDLE POWER ALONG THE FIRST FORTY (40) UNOBSTRUCTED FEET OF THE ADJACENT SIDE OF THE BUILDING.

D. VESTIBULE: IF THE ATM OR AFTER-HOUR DEPOSITORY IS LOCATED INSIDE A ACCESSIBLE VESTIBULE DURING ANY HOURS OF DARKNESS, A MINIMUM OF TEN (10) FOOT CANDLE POWER AT THE FACE OF THE ATM OR AFTER-HOUR DEPOSITORY EXTENDING OUTWARD FIVE (5) FEET IN ALL UNOBSTRUCTED DIRECTIONS. THERE WILL BE A MINIMUM OF TWO (2) FOOT CANDLE POWER AT THE INSIDE OF THE VESTIBULE ENTRY/EXIT DOOR(S). A MINIMUM OF ONE (1) FOOT CANDLE POWER WITHIN SIXTY (60) FEET OF THE VESTIBULE ENTRY/EXIT DOOR. IN THE EVENT THE VESTIBULE ENTRY/EXIT DOOR IS LOCATED WITHIN TEN (10) FEET OF THE CORNER OF THE BUILDING AND IS GENERALLY ACCESSIBLE FROM THE ADJACENT SIDE, THERE SHALL BE A MINIMUM OF ONE (1) FOOT CANDLE POWER ALONG THE FIRST FORTY (40) UNOBSTRUCTED FEET OF THE ADJACENT SIDE OF THE BUILDING. IN URBAN SETTINGS FOR WHICH THERE IS NO DEFINED BANK PARKING AND THE ONLY ACCESS AREA IS A PUBLIC SIDEWALK, A MINIMUM ONE (1) FOOT CANDLE POWER SHALL BE FOR THE FIRST FIVE (5) UNOBSTRUCTED FEET FROM THE DOOR. THE MINIMUM FOOT CANDLE READING WILL ALSO BE LIMITED TO BANK CONTROLLED PROPERTY LINES.

E. A MINIMUM OF TWO (2) FOOT CANDLE POWER IN THE IMMEDIATE AREA OF THE DESIGNATED ASSOCIATE ENTRANCE/EXIT TO THE FACILITY.

F. ALL LIGHTING MEASUREMENTS ARE TO BE TAKEN AT 36 INCHES ABOVE THE GROUND ON A HORIZONTAL PLANE, UNLESS OTHERWISE SPECIFIED BY STATE LAW OR REGULATOR.

G. THE MINIMUM STANDARD SHALL APPLY UNLESS: (I) A GREATER STANDARD IS REQUIRED BY AN APPLICABLE LAW FOR A PARTICULAR FACILITY LOCATION; OR (II) UNLESS THE MINIMUM STANDARD WOULD VIOLATE LIGHTING RESTRICTIONS IN AN APPLICABLE LAW FOR A PARTICULAR FACILITY LOCATION. IN EITHER INSTANCE, THE MINIMUM STANDARD WOULD YIELD TO SUCH APPLICABLE LAW.

ALL NEW LIGHT FIXTURES SHALL BE INTEGRATED INTO EXISTING LIGHTING CONTROL SYSTEM.

ALL EXISTING AND PROPOSED LIGHT FIXTURES SHALL OPERATE SIMULTANEOUSLY AND BE IN SERVICE FROM DUSK TO DAWN. RECONFIGURE EXISTING LIGHTING CONTROLS AS REQUIRED.

Bank of America
NEW GROUND-UP BANKING CENTER
 1994 ROBERT ST.
 WEST ST. PAUL, MN 55118

SERIAL NUM./MANH. ID:
 NSRP VERSION: 2.0
 BULLETIN: 4-2016



Nelson Upper Midwest Operating Company, LLC
 a licensed affiliate

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 E-mail: bnevari@iegroup.net

Issue	Date & Issue Description	By	Check
	08/05/2016	MS	NS
	Issue for Schematic Design Review		
	09/23/2016	NP	AM
	Issue for Design Development Review		
	09/23/2016	NP	AM
	City Submittal		

Seal/Signature

ANDREW MOHR, P.E.
 MN REG. NO. 52742

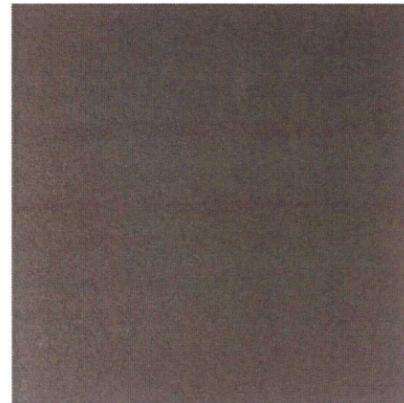
Project Name: Bank of America Date: _____
West St. Paul
 Prototype Layout
 New Financial Center
 INESON Project Number
 16.03027.00 / 10-473.00
 Description
 EXTERIOR LIGHTING PHOTOMETRICS
 (REFERENCE ONLY)
 Scale

ES01.02R

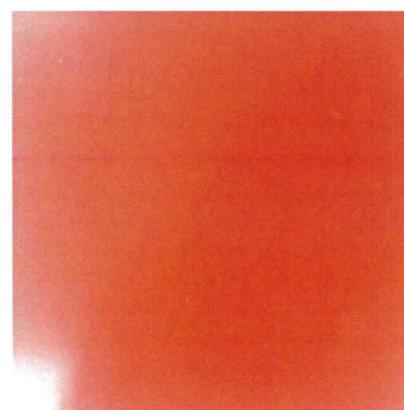
Issue	Date	Issue Description	By	Check
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		Issue for Schematic Design Review		
	06/23/2016		KD	BG
		City Submittal / Issue for Design Development Review		



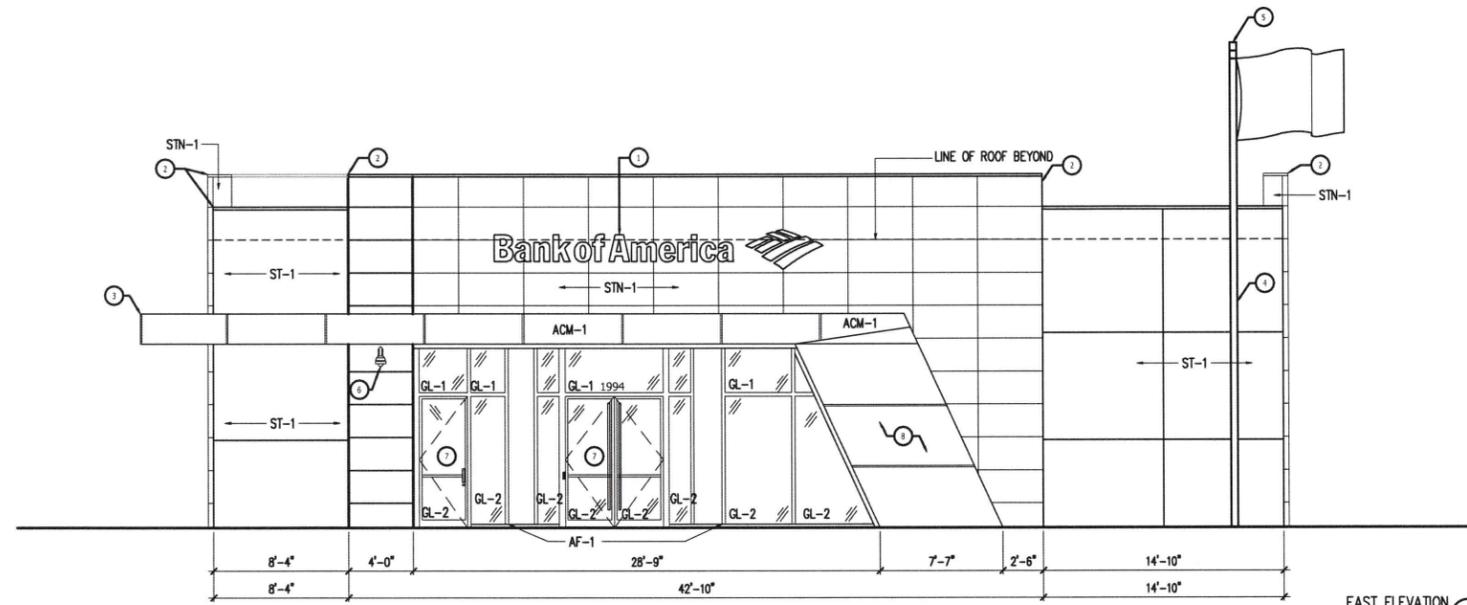
**STN-1
STONE SOURCE**
COLOR: LIMESTONE, FINISH: HONED



**ST-1
PAREX**
COLOR: CAVERN, FINISH: SAND SMOOTH



**ACM-1
ALPOLIC**
COLOR: BRITE RED

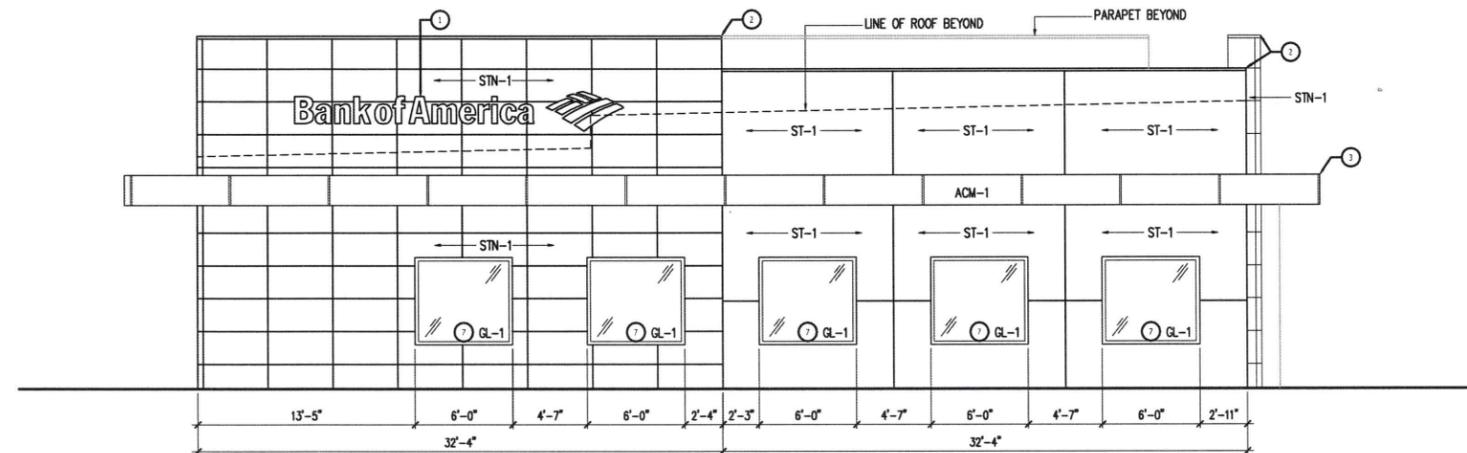


GLAZING COVERAGE
GLAZING: 345" (28'-9")
FACADE: TOTAL = 792" (66'-0")
345" / 792" = 44% GLAZING COVERAGE

PRIMARY EXTERIOR FINISH COVERAGE THIS ELEVATION
LIMESTONE (STN-1): 514" (42'-10")
FACADE: TOTAL = 792" (66'-0")
514" / 792" = 65% STN-1 COVERAGE

PRIMARY EXTERIOR FINISH COVERAGE TOTAL BUILDING
EAST ELEVATION FINISHED WITH STN-1: 514" (42'-10")
TOTAL BUILDING FACADE (4 ELEV.): 3136" (261'-4")
514" / 3136" = 16% TOTAL STN-1 COVERAGE W/ 1 ELEVATION

EAST ELEVATION 01
1/4" = 1'-0"



GLAZING COVERAGE
GLAZING: 5 WINDOWS @ 6'-0" EACH = 360"
FACADE: TOTAL = 776" (64'-8")
360" / 776" = 46% GLAZING COVERAGE

PRIMARY EXTERIOR FINISH COVERAGE THIS ELEVATION
LIMESTONE (STN-1): 388" (32'-4")
FACADE: TOTAL = 776" (64'-8")
388" / 776" = 50% STN-1 COVERAGE

PRIMARY EXTERIOR FINISH COVERAGE TOTAL BUILDING
EAST ELEVATION FINISHED WITH STN-1: 514" (42'-10")
SOUTH ELEVATION FINISHED WITH STN-1: 388" (32'-4")
TOTAL BUILDING FACADE (4 ELEV.): 3136" (261'-4")
902" / 3136" = 29% TOTAL STN-1 COVERAGE W/ 2 ELEVATIONS

SOUTH ELEVATION 02
1/4" = 1'-0"

KEY NOTES

- 1 BANK OF AMERICA SIGN BY OWNER
- 2 PROVIDE END FLASHING AND SEALANT AT PARAPET FACE AND ADJACENT CAP
- 3 ACM METAL PANEL SYSTEM AT CANOPY
- 4 31'-FT FLAG POLE AND MOUNTING BRACKETS - PROVIDED BY CONTRACTOR (FLAG FURNISHED BY OWNER, INSTALLED BY CONTRACTOR)
- 5 LIGHT FIXTURE MOUNTED ON TOP OF FLAG POLE. SEE ELEC. DWG. FOR FIXTURE TYPE.
- 6 EXTERIOR SECURITY CAMERA. COORDINATE LOCATION WITH SECURITY DRAWINGS BY VENDOR.
- 7 INSULATED GLAZING.
- 8 EXTERIOR FLAGSCAPE OMEGALITE WALL TO BE INSTALLED BY BANK OF AMERICA VENDOR. GC TO COORDINATE VENDOR DRAWINGS WITH CONSTRUCTION OF "RHOMBUS" STRUCTURE.

EXTERIOR FINISH SCHEDULE

STUCCO / PLASTER (BASED ON PAREX STUCCO)	
[BAC PRESCRIPTIVE] / "BASIS OF DESIGN"	
ST-1	3001L "CAVERN", SAND SMOOTH FINISH.
LIMESTONE (BASED ON STONE SOURCE)	
[BAC PRESCRIPTIVE] / "BASIS OF DESIGN"	
STN-1	"LIMESTONE", HONED FINISH #H-DHE REFER TO SECTION 04 42 00
ALUMINUM COMPOSITE METAL PANEL (BASED ON APOLIC)	
[BAC PRESCRIPTIVE] / "BASIS OF DESIGN"	
ACM-1	"BRITE RED" #MMBTR REFER TO SECTION 07 42 43
GLAZING [BAC PERFORMANCE]	
GL-1	1" HEAT STRENGTHENED CLEAR INSULATED GLAZING AS SPECIFIED
GL-2	1" TEMPERED INSULATED GLAZING AS SPECIFIED
ALUMINUM GLAZING FRAMES	
[BAC PRESCRIPTIVE] / "BASIS OF DESIGN"	
AF-1	STOREFRONT SYSTEM AS SPECIFIED

STUCCO ACCESSORIES (ALL PAINTED TO MATCH ST-1)	
[BAC PRESCRIPTIVE] / "BASIS OF DESIGN"	(BASED ON FRY REGLET)
SA-1	WIDE CHANNEL SCREED AS SPECIFIED
SA-2	NARROW CHANNEL SCREED AS SPECIFIED
SA-3	MODIFIED CHANNEL SCREED AS SPECIFIED
METAL COPING [BAC PERFORMANCE]	
MC-1	PREFINISHED METAL COPING CUSTOM COLOR TO MATCH STN-1 & ST-1 WHERE APPLICABLE
EXTERIOR PAINT (BASED ON BENJAMIN MOORE)	
[BAC PRESCRIPTIVE] / "BASIS OF DESIGN"	
EXPT-1	EXTERIOR PAINT TO MATCH ADJACENT EXTERIOR FINISH
EXTERIOR SEALANT COLOR [BAC PERFORMANCE]	
GLAZING AT EXTERIOR STOREFRONT	BLACK
(ACM, RED AND WHITE) METAL PANEL TO METAL PANEL	MATCH METAL CLIP COLOR
WINDOW FRAME / STOREFRONT TO STUCCO	MATCH METAL FRAME
(ACM, RED AND WHITE) METAL PANEL TO STUCCO	MATCH ADJACENT STUCCO FINISH
(ACM, RED AND WHITE) METAL PANEL TO STOREFRONT	MATCH STOREFRONT FRAME

SHEET NOTES

- A. CONTRACTOR TO COORDINATE ELECTRICAL SERVICE FOR WALL MOUNTED SIGNS WITH OWNER. SIGN VENDOR TO DETERMINE EXACT MOUNTING LOCATION(S).
- B. SIGNAGE - TO BE COVERED UNDER SEPARATE PERMIT BY OWNER VENDOR.
- C. REFER TO A12.11 FOR ENTRANCE DOOR HARDWARE WRING DIAGRAM
- D. REFER TO A00.31 FOR EXTERIOR FINISHES

Project Name	Bank of America West St. Paul
Prototype Layout	New Financial Center
NELSON Project Number	16.03027.00
Description	EXTERIOR ELEVATIONS

Scale



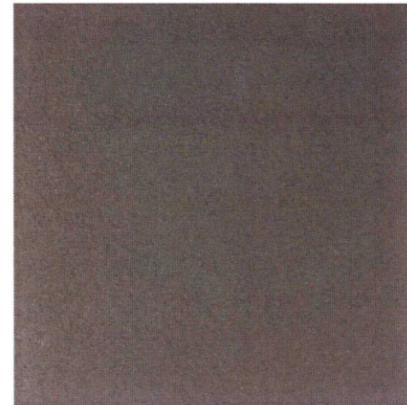
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A09.11A

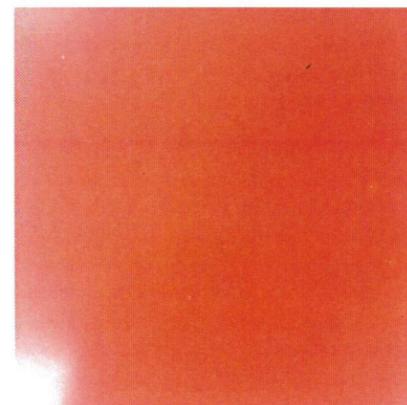
Issue	Date & Issue Description	By	Check
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	Issue for Schematic Design Review		
	08/23/2016	KD	BG
	City Submittal / Issue for Design Development Review		



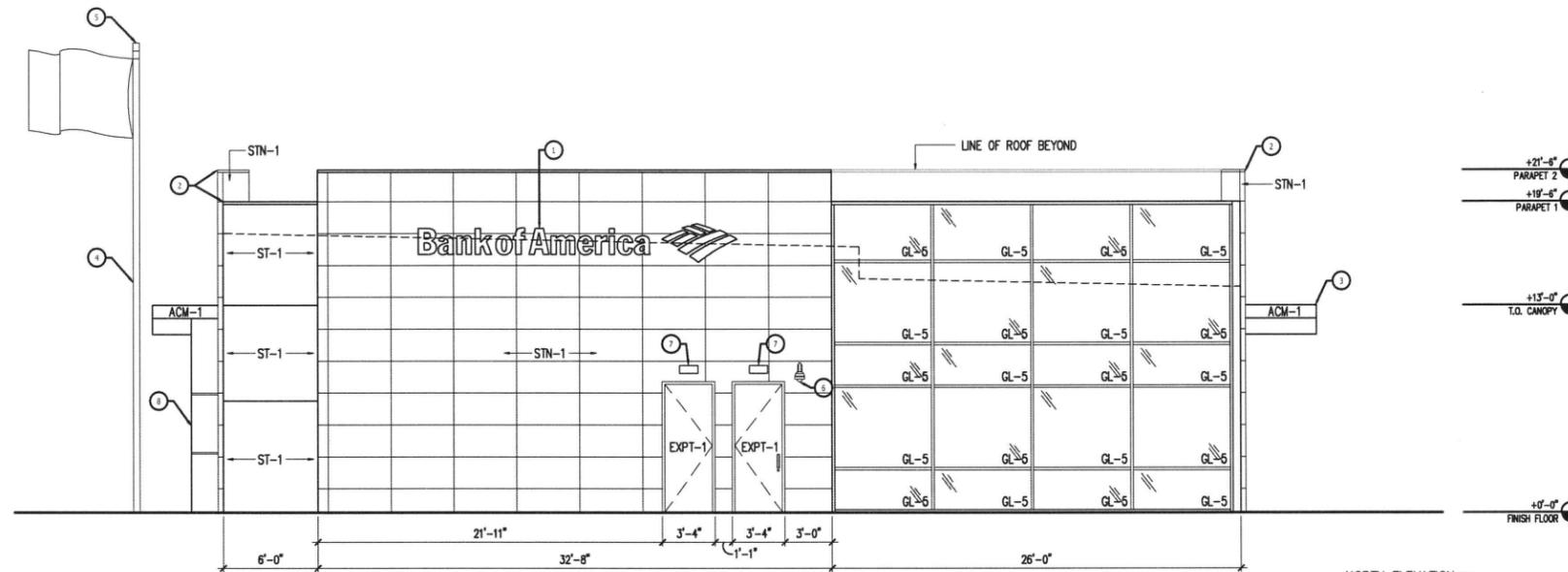
**STN-1
STONE SOURCE**
COLOR: LIMESTONE, FINISH: HONED



**ST-1
PAREX**
COLOR: CAVERN, FINISH: SAND SMOOTH



**ACM-1
ALPOLIC**
COLOR: BRITE RED

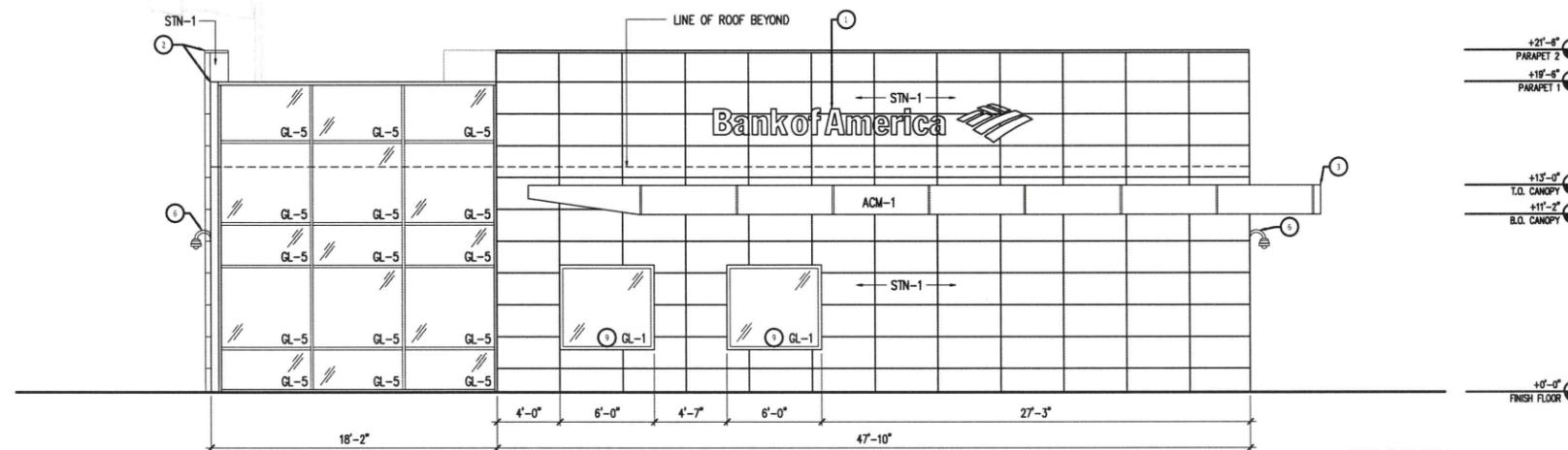


GLAZING COVERAGE
GLAZING: 312" (26'-0")
FACADE: TOTAL = 776" (64'-8")
312" / 776" = 40% GLAZING COVERAGE

PRIMARY EXTERIOR FINISH COVERAGE THIS ELEVATION
LIMESTONE (STN-1): 392" (32'-8")
FACADE: TOTAL = 776" (64'-8")
392" / 776" = 51% STN-1 COVERAGE

PRIMARY EXTERIOR FINISH COVERAGE TOTAL BUILDING
EAST ELEVATION FINISHED WITH STN-1: 514" (42'-10")
SOUTH ELEVATION FINISHED WITH STN-1: 388" (32'-4")
NORTH ELEVATION FINISHED WITH STN-1: 392" (32'-8")
TOTAL BUILDING FACADE (4 ELEV.): 3136" (261'-4")
1294" / 3136" = 41% TOTAL STN-1 COVERAGE W/ 3 ELEVATIONS

NORTH ELEVATION
1/4" = 1'-0" 01



GLAZING COVERAGE
GLAZING: 2 WINDOWS + CURTAINWALL = 362" (30'-6")
FACADE: TOTAL = 792" (66'-0")
362" / 792" = 46% GLAZING COVERAGE

PRIMARY EXTERIOR FINISH COVERAGE THIS ELEVATION
LIMESTONE (STN-1): 574" (47'-10")
FACADE: TOTAL = 792" (66'-0")
574" / 792" = 73% STN-1 COVERAGE

PRIMARY EXTERIOR FINISH COVERAGE TOTAL BUILDING
EAST ELEVATION FINISHED WITH STN-1: 514" (42'-10")
SOUTH ELEVATION FINISHED WITH STN-1: 388" (32'-4")
NORTH ELEVATION FINISHED WITH STN-1: 392" (32'-8")
WEST ELEVATION FINISHED WITH STN-1: 574" (47'-10")
TOTAL BUILDING FACADE (4 ELEV.): 3136" (261'-4")
1868" / 3136" = 60% TOTAL STN-1 COVERAGE W/ 4 ELEVATIONS

WEST ELEVATION
1/4" = 1'-0" 02

KEY NOTES

- BANK OF AMERICA SIGN BY OWNER
- PROVIDE END FLASHING AND SEALANT AT PARAPET FACE AND ADJACENT CAP
- ACM METAL PANEL SYSTEM AT CANOPY
- 31'-FT FLAG POLE AND MOUNTING BRACKETS - PROVIDED BY CONTRACTOR (FLAG FURNISHED BY OWNER, INSTALLED BY CONTRACTOR)
- LIGHT FIXTURE MOUNTED ON TOP OF FLAG POLE. SEE ELECT. DWG. FOR FIXTURE TYPE.
- EXTERIOR SECURITY CAMERA. COORDINATE LOCATION WITH SECURITY DRAWINGS BY VENDOR.
- LIGHT FIXTURE
- EXTERIOR FLAGSCAPE OMEGALITE WALL TO BE INSTALLED BY BANK OF AMERICA VENDOR. GC TO COORDINATE VENDOR DRAWINGS WITH CONSTRUCTION OF "RHOMBUS" STRUCTURE.
- INSULATED GLAZING

EXTERIOR FINISH SCHEDULE

STUCCO / PLASTER [BAC PRESCRIPTIVE] / "BASIS OF DESIGN"	(BASED ON PAREX STUCCO)
ST-1 3001L "CAVERN", SAND SMOOTH FINISH.	
LIMESTONE [BAC PRESCRIPTIVE] / "BASIS OF DESIGN"	(BASED ON STONE SOURCE)
STN-1 "LIMESTONE", HONED FINISH #H4-DHE REFER TO SECTION 04 42 00	
ALUMINUM COMPOSITE METAL PANEL [BAC PRESCRIPTIVE] / "BASIS OF DESIGN"	(BASED ON APOLIC)
ACM-1 "BRITE RED" #MMBTR REFER TO SECTION 07 42 43	
GLAZING [BAC PERFORMANCE]	
GL-1 1" HEAT STRENGTHENED CLEAR INSULATED GLAZING REFER TO SECTION 08 80 00	
GL-2 1" TEMPERED INSULATED GLAZING REFER TO SECTION 08 80 00	
GL-5 2-1/2" CURTAINWALL SYSTEM WITH 1" COLORED SPANDREL GLAZING TO MATCH GL-1 REFER TO SECTION 08 44 13	
ALUMINUM GLAZING FRAMES [BAC PRESCRIPTIVE] / "BASIS OF DESIGN"	
AF-1 STOREFRONT SYSTEM AS SPECIFIED	

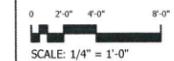
SHEET NOTES

STUCCO ACCESSORIES (ALL PAINTED TO MATCH ST-1) [BAC PRESCRIPTIVE] / "BASIS OF DESIGN" (BASED ON FRY REGLET)	
SA-1 WIDE CHANNEL SCREED AS SPECIFIED	
SA-2 NARROW CHANNEL SCREED AS SPECIFIED	
SA-3 MODIFIED CHANNEL SCREED AS SPECIFIED	
METAL COPING [BAC PERFORMANCE]	
MC-1 PREFINISHED METAL COPING CUSTOM COLOR: TO MATCH STN-1 & ST-1 WHERE APPLICABLE	
EXTERIOR PAINT (BASED ON BENJAMIN MOORE) [BAC PRESCRIPTIVE] / "BASIS OF DESIGN"	
EXPT-1 EXTERIOR PAINT TO MATCH ADJACENT EXTERIOR FINISH	
EXTERIOR SEALANT COLOR [BAC PERFORMANCE]	
GLAZING AT EXTERIOR STOREFRONT	BLACK
(ACM, RED AND WHITE) METAL PANEL TO METAL PANEL	MATCH METAL CLIP COLOR
WINDOW FRAME / STOREFRONT TO STUCCO	MATCH METAL FRAME
(ACM, RED AND WHITE) METAL PANEL TO STUCCO	MATCH ADJACENT STUCCO FINISH
(ACM, RED AND WHITE) METAL PANEL TO STOREFRONT	MATCH STOREFRONT FRAME

- CONTRACTOR TO COORDINATE ELECTRICAL SERVICE FOR WALL MOUNTED SIGNS WITH OWNER. SIGN VENDOR TO DETERMINE EXACT MOUNTING LOCATION(S).
- SIGNAGE - TO BE COVERED UNDER SEPARATE PERMIT BY OWNER VENDOR.
- REFER TO A12.11 FOR ENTRANCE DOOR HARDWARE WIRING DIAGRAM
- REFER TO A00.31 FOR EXTERIOR FINISHES

Project Name	Bank of America
	West St. Paul
Prototype Layout	New Financial Center
NELSON Project Number	16.03027.00
Description	EXTERIOR ELEVATIONS

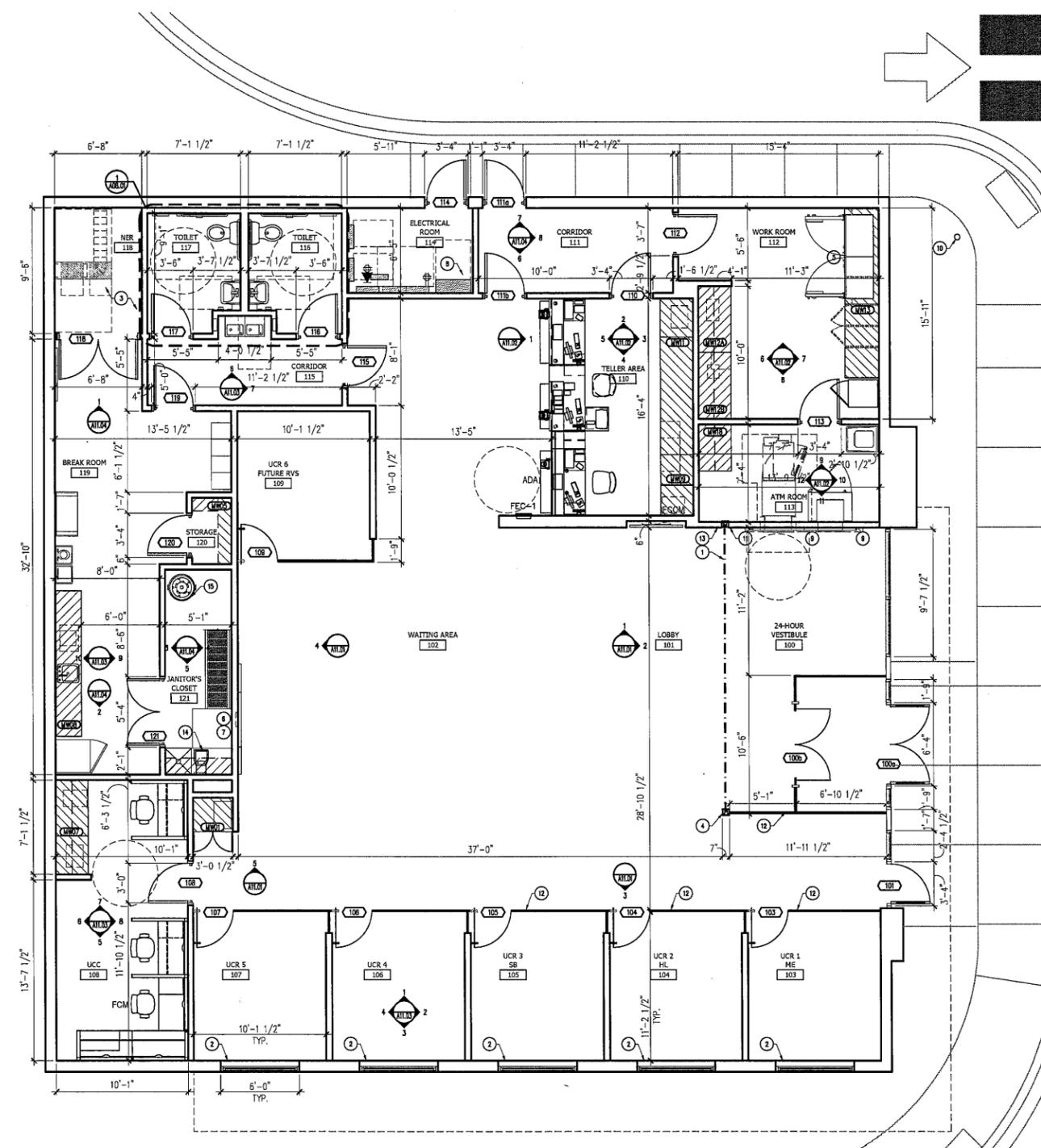
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A09.11B



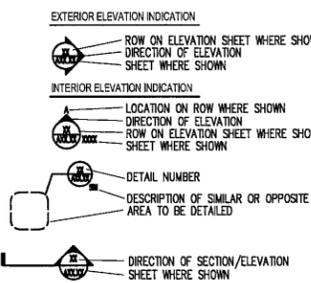
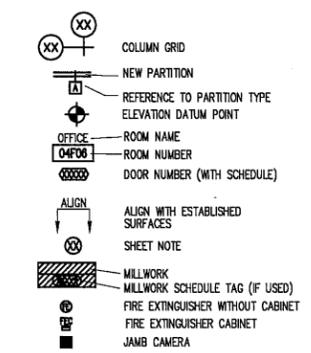
Issue	Date & Issue Description	By	Check
	06/05/2016	KD	BG
	Issue for Schematic Design Review		
	08/23/2016	KD	BG
	City Submittal / Issue for Design Development Review		



KEYNOTES

- ① OVERHEAD COILING GRILLE. PLEASE SEE DETAILS ON SHEET A06.12.
- ② ROLLER SHADE
- ③ PROVIDE FIRE-RATED 3/4" PLYWOOD BACKBOARD ON THIS WALL, H=8'-0".
- ④ TACTILE EXIT SIGNAGE PER CODE- REFER TO SPEC.
- ⑤ PROVIDE (2) HEAVY DUTY FLOOR STOP PER SPEC- COORDINATE LOCATION WITH EACH CASH VAULT DOOR.
- ⑥ SHIPS LADDER TO ROOF HATCH - SEE DETAIL 8/A09.31
- ⑦ ROOF HATCH ABOVE - SEE DETAIL 8/A09.31
- ⑧ 4" HIGH PRECAST CONCRETE PAD PER SPEC. COORDINATE LOCATION WITH ELECTRICAL CENTRAL INVERTER.
- ⑨ ACCESSIBLE ATM SHALL COMPLY WITH APPLICABLE ACCESSIBILITY GUIDELINES INCLUDING 2015 MSAC.
- ⑩ FLAG POLE. REFER TO 7/A09.31 FOR MORE INFORMATION.
- ⑪ PROVIDE KEY SWITCH FOR ROLL DOWN COILING GRILLE.
- ⑫ BRAND OBSCURING MARKETING TO BE PROVIDED BY OWNER.
- ⑬ PROVIDE KEY SWITCH AND EMERGENCY OPEN BUTTON FOR ROLL DOWN GATE.
- ⑭ LOCATION OF MOP BUCKET.
- ⑮ LOCATION OF TRASH CONTAINER.

GRAPHIC SYMBOLS

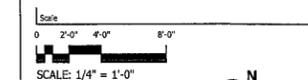


SHEET NOTES

- A. ALL PARTITIONS TO BE TYPE "A", UNLESS OTHERWISE NOTED. REFER TO SHEET A12.01.
- B. FOR ADDITIONAL GENERAL NOTES, LEGENDS AND SCHEDULES, REFERENCE A00.00.
- C. UNLESS OTHERWISE NOTED, LOCATE HINGE SIDE OF ALL DOORS 6" FROM ADJACENT PERPENDICULAR PARTITION.
- D. REFER TO DRAWING A06.01 FOR BANKING EQUIPMENT. VERIFY ALL EQUIPMENT WITH VENDOR.
- E. CONTRACTOR SHALL PROVIDE BLOCKING FOR ALL EQUIPMENT AND ACCESSORIES MOUNTED ON WALLS.
- F. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO FINISH FACE OF G.W.B.
- G. NOT USED
- H. GC TO COORDINATE ALL CLEAN OUT LOCATIONS WITH PLUMBING DRAWINGS. HEIGHT TO BE 24" A.F.F.
- I. REFER TO CIVIL DRAWINGS FOR ALL SLOPE INFORMATION SURROUNDING STRUCTURE.

Seal/Signature

Project Name
 Bank of America
 West St. Paul
 Prototype Layout
 New Financial Center
 NELSON Project Number
 16.03027.00
 Description
 CONSTRUCTION PLAN



A02.01

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

RESOLUTION NO. 16-

**A RESOLUTION APPROVING THE SITE PLAN
FOR THE CONSTRUCTION OF A NEW BUILDING AND
PARKING LOT AT 1994 ROBERT ST.
(CIVIL SITE GROUP)**

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

THE NORTHERLY 90 FEET OF LOT 2, BLOCK 1, SOUTHVIEW PARK
TOGETHER WITH THE SOUTH 56 FEET OF THE WEST 110 FEET OF LOT 2,
BLOCK 1, SOUTHVIEW PARK

WHEREAS, a public hearing concerning the Site Plan was held before the West St. Paul Planning Commission on October 18, 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 requested by Civil Site Group is hereby approved subject to the following conditions:

1. Council approval of the corresponding Conditional Use Permit application.
2. The applicant shall apply for all applicable building and sign permits. All new signage must meet requirements of Section 37 of the Zoning Ordinance.
3. All rooftop mechanical protrusions shall be properly screened as outlined in Section 153.032(F)(5), as determined by the City Planner.
4. The applicant shall revise the landscape plan removing the proposed tree located closest to the west property line and include additional deciduous trees directly adjacent to the southern curb line of the parking lot as well as directly adjacent to the south property line (staying clear of the proposed future ATM drive through lane as shown on the plan). Said trees shall be spaced appropriately per approval of staff.
5. The applicant shall adhere to the recommendations outlined in the attached memos provided by the City Civil Engineer, the Environmental Committee and MnDOT.
6. The applicant shall revise the site plan to include a bike rack near the front door of the building.
7. The applicant shall revise the site plan to include a pedestrian crosswalk connecting the proposed parking lot to the east side (entrance) of the building.

Passed by the City Council of the City of West St. Paul this 24th day of October, 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
DRIVE-THROUGH LANE IN A B3
DISTRICT AT 1994 ROBERT ST.
(CIVIL SITE GROUP)**

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

THE NORTHERLY 90 FEET OF LOT 2, BLOCK 1, SOUTHVIEW PARK
TOGETHER WITH THE SOUTH 56 FEET OF THE WEST 110 FEET OF LOT 2,
BLOCK 1, SOUTHVIEW PARK

WHEREAS, a public hearing concerning the Conditional Use Permit was held before the West St. Paul Planning Commission on October 18, 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 Site Plan requested by Civil Site Group is hereby approved subject to the following conditions:

1. Council approval of the corresponding Site Plan application.
2. The Drive-through lane must adhere to the requirements outlined in 153.156(D) of the Zoning Ordinance.

Passed by the City Council of the City of West St. Paul this 24th day of October, 2016.

Ayes: Nays:

Attest:

Dave Meisinger, Mayor

Chantal Doriott, City Clerk

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Joan Carlson, Finance Director
DATE: October 24, 2016
SUBJECT: Authorization to Solicit Bids for \$4,890,000 G.O. Street Reconstruction Bonds, Series 2016B



City of West St. Paul

BACKGROUND INFORMATION:

In 2014, the City declared its intent to bond and held the required public hearings to finance the City's portion of the Roberts Street Reconstruction project. The City subsequently issued \$4.93 million of GO Bonds in October 2014. As the project continues there is now the need to issue and additional \$4.89 million in 2016.

The pre-sale reports provided by Ehlers are attached for Council's review and consideration.

FISCAL IMPACT:

There is no fiscal impact at this time however, if bonds are issued, the estimated costs are as follows:

		Amount
Fund:	336	
Department:	47000	
Account:	Cost of issuance	\$108,000
Account:	Interest	\$804,000

STAFF RECOMMENDATION:

Approve the attached Resolution authorizing solicitation of bids for \$4,890,000 G.O. Street Reconstructions Bonds, Series 2016B.



EHLERS
LEADERS IN PUBLIC FINANCE

October 24, 2016

Pre-Sale Report for

City of West St. Paul, Minnesota

\$4,890,000 General Obligation Street Reconstruction
Bonds, Series 2016B



Prepared by:

Stacie Kvilvang
Senior Municipal Advisor/Director

And

Jason Aarsvold
Municipal Advisor



Executive Summary of Proposed Debt

Proposed Issue:	\$4,890,000 General Obligation Street Reconstruction Bonds, Series 2016B
Purposes:	The proposed issue includes financing for improvements to South Robert Street. Debt service will be paid from ad valorem property taxes.
Authority:	<p>The Bonds are being issued pursuant to Minnesota Statutes, Chapter 475.58.</p> <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged. Because the City is not assessing at least 20% of the project costs, the Bonds are being issued under a Street Reconstruction Program that was approved by the City in 2014 in accordance with State Statute.</p> <p>In addition, these bonds are restricted by the amount of net debt the City can issue. The City cannot issue debt in excess of 3% of the assessor’s estimated market value (EMV) for the city. For West St. Paul, the 2016 EMV was \$1,474,190,900. Therefore, the total amount of outstanding debt cannot exceed \$44,225,727. As of February 2, 2016, the City had approximately \$9.32 million subject to the legal debt limit (nearly \$35 million in capacity available).</p>
Term/Call Feature:	<p>The Bonds are being issued for a 16 year term. Principal on the Bonds will be due on February 1 in the years 2018 through 2032. Interest is payable every six months beginning August 1, 2017.</p> <p>The Bonds maturing on and after February 1, 2026 will be subject to prepayment at the discretion of the City on February 1, 2025.</p>
Bank Qualification:	Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.
Rating:	<p>The City’s most recent bond issues were rated AA+ by Standard & Poor’s. The City will request a new rating for the Bonds.</p> <p>If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.</p>
Basis for Recommendation:	<p>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of general obligation bonds as a suitable financing option for the following reasons:</p> <ul style="list-style-type: none"> - This is a viable option available to finance this type of project under



	<p>State law</p> <ul style="list-style-type: none"> - This is the most overall cost effective option that still maintains future flexibility for the repayment of debt; and - This coincides with the City’s past practices to finance these types of projects with this type of debt issue.
<p>Method of Sale/Placement:</p>	<p>In order to obtain the lowest interest cost to the City, we will competitively bid the purchase of the Bonds from local and national underwriters/banks.</p> <p>We have included an allowance for discount bidding equal to 1.20% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount.</p> <p>Premium Bids: Under current market conditions, most investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.”</p> <p>The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.</p> <p>For this issue of Bonds we have been directed to use the premium to reduce the size of the issue. The adjustments may slightly change the true interest cost of the original bid, either up or down.</p> <p>You have the choice to limit the amount of premium in the bid specifications. This may result in fewer bids, but it may also eliminate large adjustments on the day of sale and other uncertainties.</p>
<p>Review of Existing Debt:</p>	<p>We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.</p> <p>We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.</p>
<p>Continuing Disclosure:</p>	<p>Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission</p>



	(SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.
Arbitrage Monitoring:	Because the Bonds are tax-exempt obligations/tax credit obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Nonarbitrage Certificate prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you with compliance with these rules.
Other Service Providers:	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p>Bond Attorney: Briggs and Morgan, Professional Association Paying Agent: Bond Trust Services Corporation Rating Agency: Standard & Poor's (S&P) Global Ratings</p>

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.



Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	October 24, 2016
Distribute Official Statement:	Week of November 14, 2016
Conference with Rating Agency:	Week of November 21, 2016
City Council Meeting to Award Sale of the Bonds:	November 28, 2016
Estimated Closing Date:	December 20, 2016

Attachments

- Sources and Uses of Funds
- Proposed Debt Service Schedule
- Resolution Authorizing Ehlers to Proceed With Bond Sale

Ehlers Contacts

Municipal Advisors:	Stacie Kvilvang	(651) 697-8506
	Jason Aarsvold	(651) 697-8512
Disclosure Coordinator:	Meghan Lindblom	(651) 697-8549
Financial Analyst:	Alicia Gage	(651) 697-8551

The Official Statement for this financing will be mailed to the City Council at their home address or e-mailed for review prior to the sale date.



Resolution No. _____

Council Member _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$4,890,000 General Obligation Street Reconstruction Bonds, Series 2016B**

- A. WHEREAS, the City Council of the City of West St. Paul, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$4,890,000 General Obligation Road Reconstruction Bonds, Series 2016B (the "Bonds"), to finance improvements to South Robert Street in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West St. Paul, Minnesota, as follows:

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 6:30 p.m. on November 28, 2016, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 24th day of October, 2016.

City Clerk

City of West St Paul, Minnesota

\$4,890,000 General Obligation Road Reconstruction Bonds, Series 2016B
15 Year
Assuming Current GO BQ "AA" Market Rates + 25 Bpts

Sources & Uses

Dated 12/20/2016 | Delivered 12/20/2016

Sources Of Funds

Par Amount of Bonds	\$4,890,000.00
Total Sources	\$4,890,000.00

Uses Of Funds

Total Underwriter's Discount (1.200%)	58,680.00
Costs of Issuance	49,000.00
Deposit to Project Construction Fund	4,782,320.00
Total Uses	\$4,890,000.00

City of West St Paul, Minnesota

\$4,890,000 General Obligation Road Reconstruction Bonds, Series 2016B

15 Year

Assuming Current GO BQ "AA" Market Rates + 25 Bpts

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/20/2016	-	-	-	-	-
08/01/2017	-	-	51,789.20	51,789.20	-
02/01/2018	285,000.00	1.000%	42,181.25	327,181.25	378,970.45
08/01/2018	-	-	40,756.25	40,756.25	-
02/01/2019	300,000.00	1.100%	40,756.25	340,756.25	381,512.50
08/01/2019	-	-	39,106.25	39,106.25	-
02/01/2020	300,000.00	1.150%	39,106.25	339,106.25	378,212.50
08/01/2020	-	-	37,381.25	37,381.25	-
02/01/2021	305,000.00	1.250%	37,381.25	342,381.25	379,762.50
08/01/2021	-	-	35,475.00	35,475.00	-
02/01/2022	310,000.00	1.400%	35,475.00	345,475.00	380,950.00
08/01/2022	-	-	33,305.00	33,305.00	-
02/01/2023	315,000.00	1.500%	33,305.00	348,305.00	381,610.00
08/01/2023	-	-	30,942.50	30,942.50	-
02/01/2024	315,000.00	1.600%	30,942.50	345,942.50	376,885.00
08/01/2024	-	-	28,422.50	28,422.50	-
02/01/2025	325,000.00	1.700%	28,422.50	353,422.50	381,845.00
08/01/2025	-	-	25,660.00	25,660.00	-
02/01/2026	330,000.00	1.800%	25,660.00	355,660.00	381,320.00
08/01/2026	-	-	22,690.00	22,690.00	-
02/01/2027	335,000.00	1.900%	22,690.00	357,690.00	380,380.00
08/01/2027	-	-	19,507.50	19,507.50	-
02/01/2028	340,000.00	2.000%	19,507.50	359,507.50	379,015.00
08/01/2028	-	-	16,107.50	16,107.50	-
02/01/2029	345,000.00	2.100%	16,107.50	361,107.50	377,215.00
08/01/2029	-	-	12,485.00	12,485.00	-
02/01/2030	355,000.00	2.200%	12,485.00	367,485.00	379,970.00
08/01/2030	-	-	8,580.00	8,580.00	-
02/01/2031	360,000.00	2.300%	8,580.00	368,580.00	377,160.00
08/01/2031	-	-	4,440.00	4,440.00	-
02/01/2032	370,000.00	2.400%	4,440.00	374,440.00	378,880.00
Total	\$4,890,000.00	-	\$803,687.95	\$5,693,687.95	-

Yield Statistics

Bond Year Dollars	\$41,211.92
Average Life	8.428 Years
Average Coupon	1.9501349%
Net Interest Cost (NIC)	2.0925209%
True Interest Cost (TIC)	2.0960307%
Bond Yield for Arbitrage Purposes	1.9375765%
All Inclusive Cost (AIC)	2.2303979%

IRS Form 8038

Net Interest Cost	1.9501349%
Weighted Average Maturity	8.428 Years

City of West St Paul, Minnesota

\$4,890,000 General Obligation Road Reconstruction Bonds, Series 2016B
15 Year
Assuming Current GO BQ "AA" Market Rates + 25 Bpts

Detail Costs Of Issuance

Dated 12/20/2016 | Delivered 12/20/2016

COSTS OF ISSUANCE DETAIL

Municipal Advisor	\$26,000.00
Bond Counsel	\$11,000.00
Rating Agency Fee (S&P)	\$11,000.00
Miscellaneous	\$1,000.00
TOTAL	\$49,000.00

Resolution No. _____

Council Member _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$4,890,000 General Obligation Street Reconstruction Bonds, Series 2016B**

- A. WHEREAS, the City Council of the City of West St. Paul, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$4,890,000 General Obligation Street Reconstruction Bonds, Series 2016B (the "Bonds"), to finance improvements to South Robert Street in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West St. Paul, Minnesota, as follows:

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 6:30 p.m. on November 28, 2016, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 24th day of October, 2016.

City Clerk

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Sherrie Le, Assistant City Manager
DATE: October 24, 3016
SUBJECT: 2017-2018 Teamsters Local #320 Labor Agreement



City of West St. Paul

BACKGROUND INFORMATION: Teamsters Local #320 recently ratified the 2017-2018 tentative agreement negotiated between the City and Union. The agreement covers terms and conditions of employment for West St. Paul's public works and park maintenance staff. The agreement is presented here for your approval.

Summary

1. Two Year Agreement, January 1, 2017- December 31, 2018
2. Wages – Increase by 2.5% on January 1, 2017 and a 2.75% increase on January 1, 2018. In the fall of 2017, we will compare our pay rates to the union contracts of other comparable cities to determine if any of the job titles under this agreement have fallen below the average of the market. If we find any are below, we will bring them up to the average prior to making the negotiated 2018 wage increase.

Sewer Maintenance Worker – We increased the salary range for the position of Sewer maintenance Worker to equal Maintenance III. Outside of negotiations, we abolished the title of Sewer Maintenance Worker and will use the title of Maintenance III in the future.

We increased the rate of pay for regular lead workers from 5% to 10% above the hourly rate of the employee's they lead. This is to compensate them for the extra duties and after hour and weekend phone calls they receive. We included the following language to clarify the reason for the increase.

“Lead Maintenance workers in regular, ongoing positions will be paid 10% above their current hourly rate when hired to fulfill a vacancy in that classification. The additional 10% is intended to compensate these employees for the additional ongoing duties required of the lead role, including some phone calls outside of their regular hours.”

3. Insurance – Our Insurance rates went up 4.2% for 2017.

2017 - We agreed to freeze the City contributions for the higher cost (Common) Plan for 2017. The City agreed to pay 4.2% more than what we paid in 2016 at each tier for the lower cost (High Deductible-VEBA/H.S.A.) health plan.

2018 – We agreed to re-open for 2018 health insurance only if we increase the deductibles in 2018.

If there is no increase in deductibles in the High Deductible Plan, the City agreed to pick up all of the increase for single coverage, 83% of the dollar amount of the increase for single plus 1 coverage and 75% of the dollar amount of the increase for family coverage. This maintains the current ratio of City versus employee contributions.

In addition, for 2018, employees with single coverage will pay \$10 less per month toward the premium and those with single plus one and family coverage will pay \$15 less per month toward the premium. The City will likewise decrease the monthly contribution to the VEBA/H.S.A. accounts by the same amount. The City will however, increase the annual contribution to the VEBA/H.S.A. accounts from \$680 to \$800 for those with single coverage and from \$1,020 to \$1200 for those in the other two tiers.

Employees with single coverage will pay \$10/month toward the premium in 2018. Employees with single plus one and family coverage will pay 17% and 25% of the cost, respectively, toward the premiums in 2018.

The Common plan rates will remain frozen in 2018 unless the rates for the High Deductible Health Plan (including the monthly VEBA/H.S.A. contributions) exceed the City contributions to the Common Plan. In that case, the City will increase the City contributions to the Common Plan by the difference.

4. We added a number of bullets under the discipline section. They are as follows:

The following are deemed appropriate forms of discipline; however, the level and order of discipline shall be at the discretion of the City, based upon the nature of the infraction.

- a) Oral Reprimand;
- b) Written Reprimand;
- c) Suspension;
- d) Demotion;
- e) Discharge.

14.2 Suspensions, demotions and discharges will be in written form.

14.3 All discipline, with the exception of an oral reprimand, will become part of the employee's personnel file. Employees will read and acknowledge any such document by signature of the Employee and both the Employee and Union will receive a copy of such reprimands and notices of suspension and discharge.

14.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

14.5 Employees who are the subject of an investigation have the right to have a union representative present when questioned, if they so choose.

5. Uniforms – No change in the maximum amount of reimbursement for 2017. The City agreed to increase the annual maximum amount of reimbursement for boots and all uniform items from \$425 to \$450 for all employees, except mechanics in 2018. We deleted the following sentence: “Up to \$225 of that amount can be used toward purchase of boots.”

For the mechanics, there is no change in the maximum amount of reimbursement for 2017. We increased the annual maximum amount of reimbursement from \$275 to \$300 for mechanics for boots and outerwear in 2018 and deleted the same sentence capping the amount toward boots.

We added the following language:

“It is the City’s intent to provide reimbursement only for the difference between sturdy steel-toed boots and regular sturdy non-steel toed boots. If employees are reimbursed for more than that for their boots, they may be required to use their own money to purchase other uniform items during the year to meet City requirements.”

6. All other changes were housekeeping changes.

Please see attached Proposed 2017-2018 Teamsters Local #320 Labor Agreement.

FISCAL IMPACT: The impact of the 2.5% wage increase for 2017 is estimated to be \$22,695 for this bargaining unit. The increased cost for moving the Sewer Maintenance Workers to Maintenance III pay and the Lead Workers to 10% above the pay of those they lead is estimated to be \$13,027. The increased cost of medical insurance for this group is estimated at a range from \$1,926, since most members are on the Common Plan to \$5,068 if all employees moved to the HDHP. The 2017 amount for wages and medical insurance is included in the 2017 budget.

		Amount
Fund:	101	
Department:	Parks and Public Works	
Account:	40101 and 40131	\$37,648 to \$40,790

STAFF RECOMMENDATION: Staff recommends Council approve the 2017-2018 Teamster’s Local #320 labor agreement.

LABOR AGREEMENT

between

CITY OF WEST ST. PAUL

and

**MINNESOTA TEAMSTERS PUBLIC
AND LAW ENFORCEMENT
EMPLOYEES' UNION,
LOCAL NO. 320**



Representing
PUBLIC WORKS AND PARKS DEPARTMENTS

Effective January 1, 2017 through December 31, 2018

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(West St Paul Parks and Public Works Department)

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LABOR AGREEMENT
between
CITY OF WEST ST. PAUL
and
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL NO.320
(Parks and Public Works Department)

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into between the City of West St. Paul hereinafter called the EMPLOYER, and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No.320, hereinafter called the UNION. The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the exclusive representative under Minnesota Statutes, Section 179.71, Subd. 3 in an appropriate bargaining unit consisting of the following job classifications:

***Maintenance II; Maintenance III; Lead
Maintenance Worker; Mechanic***

ARTICLE 3. UNION SECURITY

In recognition of the Union as the exclusive representative, the Employer shall:

- 3.1 Deduct from each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deduction, and
- 3.2 Remit such deduction to the appropriate designated officer of the Union.
- 3.3 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.

- 3.4 Upon receipt of a properly executed voluntary authorization card from an employee, the City shall deduct from the employee's salary such amounts as the employee authorizes to pay National Teamsters D.R.I.V.E. (Democratic Republican Independent Voter Education).
- 3.5 The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Article.

ARTICLE 4. EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slowdown, or other interruption of or interference with the normal functions of the Employer.
- 4.2 Any employee who engages in a strike may have his/her appointment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 4.3 Any employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of his/her duties without permission from his/her Employer on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.
- 4.4 An employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or re-employed, but the employee shall be on probation for two (2) years with respect to such civil service status, tenure of employment, or contract of employment, as he/she may have theretofore been entitled.
- 4.5 No employee shall be entitled to any daily pay, wages or per diem for the days on which he/she engaged in a strike.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

6.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

6.2 UNION REPRESENTATIVES

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

6.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

6.4 PROCEDURE

Grievance, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

STEP 1. An employee claiming a violation concerning the interpretation or application of the Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2, shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

STEP 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

6.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

6.7 CHOICE OF REMEDY

If, as a result of the written Employer response in Step 3, the grievance remains unresolved; and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VI or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VI the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VI. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VI or another appeal procedure -- and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making subsequent appeal through Step 4 of Article VI.

ARTICLE 7. DEFINITIONS

- 7.1 UNION: Minnesota Teamsters Public and Law Enforcement Employees' Union Local 320.
- 7.2 EMPLOYER: The City of West St. Paul, Minnesota.
- 7.3 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union Local No. 320.
- 7.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 7.5 BASE PAY RATE: The employee's hourly pay rate exclusive of any other special allowances.
- 7.6 SENIORITY: The length of continuous service in the bargaining unit.
- 7.7 COMPENSATORY TIME: Time off the employee's regularly scheduled work schedule equal in time to overtime worked.
- 7.8 SEVERANCE PAY: Payment made to an employee upon honorable termination of employment.
- 7.9 OVERTIME: Work performed at the express authorization of the Employer in excess of the regularly scheduled shift within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.

- 7.10 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 7.11 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

ARTICLE 8. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of West St. Paul. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 9. WORK SCHEDULES

- 9.1 The sole authority in work schedules is the Employer. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal work day. The Employer will give advance notice to the employees affected by the establishment of work days different from the employees normal eight (8) hour work day.
- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent him from so working.
- 9.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

ARTICLE 10. OVERTIME PAY

- 10.1 Hours worked in excess of the regularly scheduled shift within a twenty-four (24) hour period (except for changes of shift) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1½) times the employee's regular base pay rate.
- 10.2 Overtime will be distributed as equally as practicable.

- 10.3 Overtime refused by employees will for record purposes under Article 10.2 be considered as unpaid overtime worked.
- 10.4 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 10.5 Due to the special nature of both Thanksgiving Day and Christmas Day and because no Bargaining Unit members are scheduled to work on these days, the Employer agrees to pay double time for all hours required to work due to public works emergencies.

ARTICLE 11. CALL BACK

An employee called in for work at a time other than his normal scheduled shift will be compensated for a minimum of two (2) hours pay at one and one-half (1½) times the employee's base pay rate.

ARTICLE 12. LEGAL DEFENSE

- 12.1 Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision may not receive legal defense by the municipality.
- 12.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his employment when such act is performed in good faith and under direct order of his supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 13. RIGHT OF SUBCONTRACT

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employees covered by this Agreement.

ARTICLE 14. DISCIPLINE

14.1 The Employer will discipline employees only for just cause. The following are deemed appropriate forms of discipline; however, the level and order of discipline shall be at the discretion of the City, based upon the nature of the infraction.

- a) Oral Reprimand;
- b) Written Reprimand;
- c) Suspension;
- d) Demotion;
- e) Discharge.

14.2 Suspensions, demotions and discharges will be in written form.

- 14.3 All discipline, with the exception of an oral reprimand, will become part of the employee's personnel file. Employees will read and acknowledge any such document by signature of the Employee and both the Employee and Union will receive a copy of such reprimands and notices of suspension and discharge.
- 14.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 14.5 Employees who are the subject of an investigation have the right to have a union representative present when questioned, if they so choose.

ARTICLE 15. SENIORITY

- 15.1 Seniority will be determining criterion for transfers, promotions and layoffs only when all other qualification factors are equal.
- 15.2 Employees shall select vacation on the basis of seniority until May 1st of each calendar year. After that date, vacation requests shall be granted on the basis of first come, first serve. All requests for use of vacation exceeding two days shall be in writing on a form provided by the Employer.

ARTICLE 16. PROBATIONARY PERIODS

- 16.1 All newly hired or rehired employees will serve a twelve (12) month probationary period.
- 16.2 All employees will serve a six (6) months' probationary period in any job classification in which the employee has not served a probationary period.
- 16.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the Employer.
- 16.4 The probationary period may be extended for an additional period of six (6) months by the City Manager upon written notification to the employee not less than twenty (20) days prior to the expiration date of the original probationary period. The City Manager and the employee's supervisor shall conduct an evaluation session with the employee prior to the expiration date of the original probationary period.

The employee is eligible to use earned sick leave and vacation leave after the initial six (6) months of probation. The use of paid leave does not change the probationary status of the employee.

- 16.5 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer.

ARTICLE 17. SAFETY

The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

ARTICLE 18. JOB POSTING

- 18.1 The Employer and the Union agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
- A. have the necessary qualifications to meet the standards of the job vacancy; and
 - B. have the ability to perform the duties and responsibilities of the job vacancy.
- 18.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article XVI (Probationary Periods).
- 18.3 The Employer has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.
- 18.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 19. INSURANCE

- 19.1 The Employer agrees to provide City-paid life insurance coverage for each FT employee in the amount of \$25,000.
- 19.2 The Employer agrees to pay an amount equal to the amount of the premium for long-term disability insurance coverage to the employee and the employee agrees to have that amount automatically deducted through payroll to pay the LTD premium.
- 19.3 Effective January 1, 2017, the Employer agrees to contribute the following monthly premiums toward health insurance:

\$500/\$1,000 Deductible (Common) Plan

Premium

Single	\$749.50
Single + 1	\$960.18
Family	\$1,306.31

\$2,000/\$4,000 Deductible Plan (HDHP)

The Employer will contribute the following to the \$2,000/\$4,000 deductible (HDHP) Plan in 2017:

	<u>Monthly Premium</u>	<u>Monthly VEBA/H.S.A.</u>	<u>Annual VEBA/ H.S.A.</u>	<u>Total Annual City Contribution</u>
Single	\$606.05	\$110	\$680	\$8,924
Single +1	\$960.18	\$215	\$1,020	\$11,756.16
Family	\$1,306.31	\$215	\$1,020	\$15,396.72

The annual VEBA/H.S.A. contribution will be deposited as follows: One half of the total in the first week of January and the remaining half on July 1. The employer will contribute the amount specified above to the VEBA H.S.A. accounts.

2018 - HDHP

If deductibles are increased for 2018, the Parties agree to re-open the contract for 2018 health insurance only.

If deductibles remain the same as in 2017, then for 2018, the Employer agrees to pay for all of the increase in premium for single coverage, 83% of the dollar amount of the increase for S + 1 coverage and 75% of the dollar amount of the increase for family coverage. Any decrease in premium cost would be split in the same manner.

Of the total City contribution, \$100 will be deposited into each employee's VEBA and/or H.S.A. account for those with single coverage and \$200 for those with S + 1 and family coverage. The employee's contribution toward the premium will decrease by \$10 per month for those with single coverage and \$15 per month for those with S + 1 and family coverage from the 2017 amount. This will be offset by an equal increase to the Employer's H.S.A./VEBA supplement. The \$680 will increase to \$800. The \$1,020 will increase to \$1,200 per year for 2018.

Employees with S + 1 and family coverage agree to pay 17% and 25%, respectively, of the dollar amount of the increase in premiums in 2018.

2018 – Common Plan

If the combination of the 2018 monthly premium and monthly VEBA/H.S.A. contribution for the HDHP is higher than the 2017 City contributions to the Common plan, the Common plan contributions will increase by the difference.

Employees may choose to purchase dental or vision coverage through an Employer-sponsored voluntary Employee-paid plan.

19.4 Flexible Benefit Plan: Employees will be able to participate in the Flexible Benefit Plan approved by the City Council for as long as the plan remains in effect. Participation is subject to the specific provisions of the Plan, as it may be modified from time to time. Specific benefits include:

Premium Conversion
Health Care Reimbursement Account
Dependent Care Reimbursement Account

ARTICLE 20. POST EMPLOYMENT HEALTH PLAN

The Employer will establish a Post-Employment Health Plan for members funded by severance pay and ongoing contributions as described below:

100% of the eligible sick leave portion of severance will be deposited into the Post Employment Health plan when employees leave service with the City.

Additional ongoing contributions for employees are as follows: After six months of employment, employees will contribute

- \$25 per pay period into the plan and the cash equivalent of floating holiday hours remaining as of December 31 of each year.

ARTICLE 21. HOLIDAYS

21.1 The Employer grants twelve (12) paid holidays, the following are eleven (11) of those:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January (Effect. 2006 and beyond)
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4 th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

21.2 When one of the above holidays falls on a Saturday, the paid holiday will be observed on the preceding Friday. When one of the above holidays falls on a Sunday, the paid holiday will be observed on the following Monday.

21.3 If an employee is called to work on one of the above specified holidays, the employee may claim an additional floating holiday when the time card is turned in, in lieu of receiving holiday pay for the entire specified holiday.

- 21.4 In addition to the above eleven (11) specified holidays, one (1) floating holiday shall be allowed, when requested by the employee and approved by the appropriate supervisor (such approval not to be unreasonably withheld).
- 21.5 Any newly hired employee who terminates service, either voluntarily or involuntarily, within six (6) months of hire date shall reimburse the Employer for wages paid for any floating holiday time already used.
- 21.6 For employees hired throughout the calendar year the number of paid floating holiday hours shall be prorated.

<u>If hired before:</u>	<u>Prorated Holidays given:</u>
May 1 st	= 1 floating holidays
December 31 st	= 1/2 floating holiday

ARTICLE 22. VACATION

22.1 Vacation shall be earned by regular full-time employees as follows:

<u>Credited</u>	<u>Monthly Accrual</u>	<u>Total Annual Amount</u>
Monthly Accrual during 1 st year	6.67	80.04
Monthly Accrual during 2 nd year	6.67	80.04
Monthly Accrual during 3 rd year	6.67	80.04
Monthly Accrual during 4 th year	6.67	80.04
Monthly Accrual during 5 th year	10.00	120.00
Monthly Accrual during 6 th year	10.00	120.00
Monthly Accrual during 7 th year	10.00	120.00
Monthly Accrual during 8 th year	10.00	120.00
Monthly Accrual during 9 th year	10.00	120.00
Monthly Accrual during 10 th year	10.67	128.04
Monthly Accrual during 11 th year	11.33	135.96
Monthly Accrual during 12 th year	12.00	144.00
Monthly Accrual during 13 th year	12.67	152.04
Monthly Accrual during 14 th year	12.67	152.04
Monthly Accrual during 15 th year	13.33	159.96
Monthly Accrual during 16 th year	13.33	159.96
Monthly Accrual during 17 th year	13.33	159.96
Monthly Accrual during 18 th year	13.33	159.96
Monthly Accrual during 19 th year	13.33	159.96
Monthly Accrual during 20 th year	16.67	200.04

For the purposes of this Article, continuous length of service with the Employer is to be used.

ARTICLE 23. SICK LEAVE, SEVERANCE PAY and FUNERAL LEAVE

23.1 Sick leave and severance pay will be granted in accordance with the City of West St. Paul's Personnel Policy except as noted herein. Employees working full-time will accrue eight (8) hours of sick leave per month up to a cap of 720 hours as of December 31st of each year. Any accrual of sick leave above 720 hours during the year will be excluded from severance pay calculations.

23.2 Employees who have a sick leave balance of seven hundred and twenty (720) hours at the beginning of a calendar year shall have the option at the end of that year to request that the City convert current year accrued, unused sick leave up to a maximum of ninety-six (96) hours, on a one (1) hour for every two (2) hours of unused sick leave, into a City offered deferred compensation plan of the employee's choice.

Upon termination from City service of a regular full time or regular part time member, the Employer shall pay the Employee for their unused sick leave at their normal salary rate under the following conditions:

0-4 years of service	0% of unused sick leave
5-9 years of service	20% of unused sick leave
10-14 years of service	25% of unused sick leave
15-19 years of service	30% of unused sick leave
20-24 years of service	35% of unused sick leave
25-29 years of service	40% of unused sick leave
30-34 years of service	50% of unused sick leave
35+ years of service	55% of unused sick leave

23.3 Employees shall get up to three (3) paid days off in the case of death an employee's spouse, child, father, mother, individual(s) who stood in *loco parentis* to the employee as a child, brother, sister, grandmother, grandfather, and spouses, child, mother, father, individual(s) who stood in *loco parentis* to the spouse as a child, brother, sister, grandmother, or grandfather.

23.4 Employees who have been asked to act as pallbearers may take sick leave to perform this service. Such use of sick leave is not to exceed eight (8) hours per occurrence.

23.5 There shall be a paid incentive if an employee does not use any sick leave in a year. If no sick leave is used for a six (s) month continuous period, the employee shall be paid \$50. To receive the incentive pay, employee shall claim the reimbursement within 30 days of the six-month period for which no sick leave was used. The eight hours sick leave used to serve as pallbearer will not be deducted from the incentive pay.

23.6 Additional time off, beyond the three paid days, may be requested. If additional time is needed due to the closeness of the relative, the employee may use up to two (2) days of accrued sick leave. Employees may use accrued vacation, PTO, floating holiday hours, compensatory time and/or leave without pay for any additional time needed. The use of sick leave and total length of time off must be approved by the department head.

ARTICLE 24. UNIFORMS

24.1 The Employer will reimburse up to four hundred twenty-five dollars (\$425) for all employees (except mechanics). The uniform allowance will increase to four hundred fifty dollars (\$450) per year effective 1-1-2018.

- 24.2 The Employer will provide uniforms and cleaning of said uniforms for the mechanics. In addition, the employer will reimburse the mechanics up to \$275 for annual replacement of boots and outerwear. The allowance will increase to three hundred dollars (\$300) per year effective 1-1-2018.
- 24.3 It is the City's intent to provide reimbursement only for the difference between sturdy steel-toed boots and regular sturdy non-steel toed boots. If employees are reimbursed for more than that for their boots, they may be required to use their own money to purchase other uniform items during the year to meet City requirements.
- 24.4 New Employees: When hired the employer will provide a full complement of uniforms for all new employees (except mechanics). In addition, the employer will reimburse up to \$225 toward the purchase of boots that meet the standards outlines in the City's uniform policy. New employees who start after January 31 will receive a pro-rated uniform and boot reimbursement on their second year.
- 24.5 If there is an unsuccessful completion of the probationary period or if the employee terminates employment within the first year, the cost of the clothing allowance issued will be deducted from the employee's wages.

ARTICLE 25. TUITION REIMBURSEMENT

The provisions of the Tuition Reimbursement Program of the City of West St. Paul Personnel Policy shall apply to members of this unit as fully as they do to the General Service employees.

ARTICLE 26. WAIVER

- 25.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 25.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms and conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 27. NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally by the Employer and the Union to all employees without discrimination as defined by applicable Federal and State Statutes.

ARTICLE 28. DURATION

This Agreement shall be effective as of January 1, 2017 and shall remain in full force and effect until the 31st day of December 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ___ day of _____, 2016.

CITY OF WEST ST. PAUL

MN TEAMSTERS LOCAL NO. 320

Mayor

Business Agent

Acting City Manager

Union Steward

APPENDIX A

SALARY SCHEDULE – WAGE RATES

	Salary Range Movement After 2 years of continuous employment and qualified to operate the equipment their division possesses from the Appendix A, employees will move to the top hourly rate. After 18 months, 95% of top hourly rate. After 12 months, 90% of top hourly rate and qualified to operate at least half of the equipment their division possesses. After 6 months, 85% of top hourly rate and satisfactory completion of probation. Entrance rate at 80% of top hourly rate.*	Top Hourly Rate January 1, 2017 (2.5%)	Top Hourly Rate January 1, 2018 (2.75%) Possible market adjustment to be determined.*
MAINTENANCE II		\$28.18	\$28.95
MAINTENANCE III		\$29.49	\$30.30
MECHANIC		\$29.49	\$30.30

*The Employer can appoint new employees at any point in the salary range as determined appropriate by the City.

*Market Adjustment 2018 – The City will conduct a compensation analysis to determine if the covered positions are in line with the market. If any covered title is below the market, it will be brought up to the market prior to applying the 2.75% increase effective 1-1-18.

WORKING OUT OF CLASSIFICATION PAY

Employees required by the Employer and who are adjudged by the Employer to be qualified to operate the following items of equipment will be paid the Maintenance II rate of pay for those hours assigned to the unit: 1. Street Sweeper; 2. Motor Grader; 3. Frontend Loader 2.6 yards or greater; 4. Toro 580

For clarification purposes, the following is considered Maintenance II items of equipment:

Backhoe – Under 15 ‘ reach; **Blacktop Paver**; **Bobcat – Bombardier** or MT Trackless; **Boom Truck**; **Brush Chipper**; **Cement Mixer**; **Crawler Tractor** - Under 50 H.P.; **Groundsmaster Mower**; **Loader** - 1 Yd. Or More; **Loader**, front-end, 4 WD – 1 Yd. To 2.5 Yd; **Olathe Ground Sweeper**; **Rollers** (steel and rubber) over 6 ton; **Sewer Cleaner, Hydraulic and Vacuum**; **Street Sweepers** – Pickup Type; **Tandems**; **Trucks** – Single-Axle Over 24,000 GVW; **Any vehicle** requiring a State of Minnesota Commercial Drivers’ License.

Any employee with less than two (2) years of service who is required by the Employer to work in a higher paying job classification, will be paid 80%, 85%, 90%, or 95% of the higher rate, with the applicable percentage being equal to their current percentage of the maximum rate for their normal classification.

Lead Maintenance workers in regular, ongoing positions will be paid 10% above their current hourly rate when hired to fulfill a vacancy in that classification. The additional 10% is intended to compensate these employees for the additional ongoing duties required of the lead role, including some phone calls outside of their regular hours.

When an employee is assigned on a temporary basis by management to fulfill the lead responsibility for more than ½ of a shift, they will be paid 5% above their current hourly rate.

APPENDIX B

Standby

Sewer maintenance personnel standby time compensation schedule: The following schedule for work and standby shall be followed:

1. Standby duty will be measured in units of twenty-four (24) hours of continuous service or major portion thereof.
2. Payment for standby shall be at the overtime rate for hours stated below.
3. Emergency call out will be paid at overtime rate with a minimum allowance of two (2) hours per call out.

For clarification purposes, the foregoing schedule will mean that normal weeklong (7-day) duty will require the person assigned to be on standby each weeknight from the end of the normal working hours on the current day to the beginning of normal working hours the next morning and be on standby for twenty-four (24) hours each weekend day from 7 am to 7am the next day. For the normal weeklong duty he/she will be paid one and one-half (1.5) hours at overtime pay for each weeknight Monday thru Thursday on standby duty, for Friday night he/she will be paid two (2.0) hours at overtime pay, and he/she will be paid two and one-half (2.5) hours at overtime pay for each full weekend day on standby duty. The total is thirteen (13) hours at overtime pay. An example of hourly overtime compensation for weeklong standby duty is shown below:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1.5	1.5	1.5	1.5	2.0	2.5	2.5

On single holidays, compensation would be made for one 24 hours standby unit at two and one-half (2 ½) hours at overtime pay rate.

Sewer maintenance personnel can choose either comp time or pay, but not a combination thereof, as full remuneration for stand-by duty on those weekends that include one of the nine holidays listed in Subsection 20.1. If chosen, the comp time is subject to the same guidelines used for Appendix D comp time, vacation and floating holiday time off.

APPENDIX C

Compensatory Time

When they qualify for overtime pay, members of the Union can voluntarily decide on a case-by-case basis whether they wish to receive the overtime pay, or compensatory time off (subject to the limitations below).

Compensatory time shall be allowed to accumulate to a rolling sixty (60) straight-time hours (40 hours at the time and one-half rate). Once an employee has accumulated and maintains the maximum amount of allowable compensatory time, any additional overtime work shall be paid at the appropriate overtime rate. If an employee uses a portion of the accumulated compensatory time, the employee may then re-accumulate to the maximum of sixty (60) hours (straight time rate).

If an employee chooses, they may cash out their accrued but unused comp time any time during the year under the following conditions: The request for reimbursement of comp time hours will be recorded on the employee's time sheet and paid on a regular payroll cycle. Payment of unused comp time under this provision does not count as hours worked for calculation of overtime."

Compensatory time off to be subject to same guidelines used for vacation and floating holiday time off.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Sherrie Le, Assistant City Manager
DATE: October 24, 2016, 2014
SUBJECT: 2017-2018 LELS Local #80 Labor Agreement



City of West St. Paul

BACKGROUND INFORMATION: We recently reached agreement on the 2017-2018 Labor Agreement between the City and LELS Local #80 representing the police sergeants. The employees have ratified the agreement and it is presented here for your approval.

Summary

1. Two Year Agreement, January 1, 2017- December 31, 2018
2. Wages – Increase by 2.5% on January 1, 2017 and a 2.75% increase on January 1, 2018. In the fall of 2017, we will compare our pay rates to the union contracts of other comparable cities to determine if any of the job titles under this agreement have fallen below the average of the market. If we find any are below, we will bring them up to the average prior to making the negotiated 2018 wage increase.
3. Insurance – Our Insurance rates went up 4.2% for 2017.

2017 - We agreed to freeze the City contributions for the higher cost (Common) Plan for 2017. The City agreed to pay 4.2% more than what we paid in 2016 at each tier for the lower cost (High Deductible-VEBA/H.S.A.) health plan.

2018 – We agreed to re-open for 2018 health insurance only if we increase the deductibles in 2018.

If there is no increase in deductibles in the High Deductible Plan, the City agreed to pick up all of the increase for single coverage, 83% of the dollar amount of the increase for single plus 1 coverage and 75% of the dollar amount of the increase for family coverage. This maintains the current ratio of City versus employee contributions.

In addition, for 2018, employees with single coverage will pay \$10 less per month toward the premium and those with single plus one and family coverage will pay \$15 less per month toward the premium. The City will likewise decrease the monthly contribution to the VEBA/H.S.A. accounts by the same amount. The City will however, increase the annual contribution to the VEBA/H.S.A. accounts from \$680 to \$800 for those with single coverage and from \$1,020 to \$1200 for those in the other two tiers.

Employees with single coverage will pay \$10/month toward the premium in 2018. Employees with single plus one and family coverage will pay 17% and 25% of the cost, respectively, toward the premiums in 2018.

The Common plan rates will remain frozen in 2018 unless the rates for the High Deductible Health Plan (including the monthly VEBA/H.S.A. contributions) exceed the City contributions to the Common Plan. In that case, the City will increase the City contributions to the Common Plan by the difference.

4. Any other changes were housekeeping changes.

FISCAL IMPACT: The impact of the 2.5% wage increase on January 1, 2015 is estimated to be \$9,107 for this bargaining unit. The increased cost of medical insurance for this group is estimated at \$1,439 for 2017. The wage and benefit increases are included in the 2017 budget.

		Amount
Fund:	101	
Department:	Police	
Account:	40101 and 40131	\$10,546

STAFF RECOMMENDATION: Staff recommends Council approve the 2017-2018 LELS Local #80 labor agreement.

LABOR AGREEMENT
BETWEEN
CITY OF WEST ST. PAUL
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL NO. 80)

EFFECTIVE JANUARY 1, 2017 THROUGH DECEMBER 31, 2018

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**LABOR AGREEMENT
BETWEEN
CITY OF WEST ST. PAUL
AND
LAW ENFORCEMENT LABOR SERVICES, INC.**

ARTICLE I PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of West St. Paul, hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, hereinafter called the UNION. It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE II RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes, Section 179A.12 et. al, for all police personnel in the following job classification:

Police Sergeant
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc. (Local No. 80).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of West St. Paul Police Department.
- 3.5 EMPLOYER: The City of West St. Paul.
- 3.6 CHIEF: The Police Chief of the West St. Paul Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc., (Local No. 80).

- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.10 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

ARTICLE IV EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT that the UNION will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE V EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE VI UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcements.

- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this ARTICLE.

ARTICLE VII EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

7.2 UNION REPRESENTATIVES

The EMPLOYER will recognize REPRESENTATIVES designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION REPRESENTATIVES and of their successors when so designated as provided by 6.2 of this AGREEMENT.

7.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and a UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step I and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

7.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

7.7 CHOICE OF REMEDY

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII or a procedure such as: Civil Service, Veterans Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of Article VII or another appeal procedure -- and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE VIII SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the City of West St. Paul. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE IX SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department as a Sergeant. Seniority rosters will be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 9.2 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned employee may be replaced in his previous position at the sole discretion of the EMPLOYER.

- 9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two years of the time of their layoff before any new employee is hired.
- 9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job relevant qualifications of employees are equal.
- 9.5 Senior qualified employees shall be given shift assignment preference after eighteen (18) months of continuous full-time employment.
- 9.6 Vacation periods to a maximum of two (2) weeks shall be selected on the basis of seniority until January 31 of each calendar year.

ARTICLE X DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - a) oral reprimands;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge.
- 10.2 Suspensions, demotions and discharges will be written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 10.6 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under Article VII.

ARTICLE XI CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE XII WORK SCHEDULE

- 12.1 The normal work year is 2080, 2088, or 2096 hours, depending on the calendar year as determined by the number of Monday through Friday workdays, to be accounted for by each employee through:
- a) hours worked on assigned shifts;
 - b) holidays;
 - c) assigned training;
 - d) authorized leave time.
- 12.2 Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 12.3 No advance notice or additional compensation is required when an employee's work schedule is changed due to an emergency.

In non-emergencies the EMPLOYER must provide reasonable notice of changes in work schedules or compensation.

This section, however, is subject to the limitations of Minnesota Statutes, Section 179A.07 Subd. 1.

- 12.4 In the Fall, officers having to work one extra hour due to Daylight Savings Time, would be compensated for one hour of overtime or comp time. In the Spring, officers having to work one hour less due to Daylight Savings Time, would work an extra hour to account for a full shift or use one hour of time off (vacation, holiday or comp time).

ARTICLE XIII OVERTIME

- 13.1 Employees will be compensated at one and one-half (1½) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Change of shifts does not qualify an employee for overtime under this Article.
- 13.2 Overtime will be distributed as equally as practicable.
- 13.3 Overtime refused by employees will for record purposes under Article 13.2 be considered as unpaid overtime worked.
- 13.4 For the purpose of computing compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.6 Employees have the obligation to work overtime or call back if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

ARTICLE XIV COURT TIME

An employee who is required to appear in Court during his scheduled off-duty time shall receive a minimum of two and one-half (2 ½) hours' pay at one and one-half (1½) times the employees' base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the two and one-half (2 1/2) hours minimum.

ARTICLE XV CALL BACK TIME

An employee who is called to duty during his scheduled off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE XVI WORKING OUT OF CLASSIFICATION

Employees assigned by the EMPLOYER to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment.

ARTICLE XVII INSURANCE

The Employer agrees to provide City-paid life insurance coverage for each FT employee in the amount of \$25,000. The Employer agrees to pay an amount equal to the amount of the premium for long-term disability insurance coverage to the employee and the employee agrees to have that amount automatically deducted through payroll to pay the LTD premium.

Effective January 1, 2017, the Employer agrees to contribute the following monthly premiums toward health insurance:

\$500/\$1,000 Deductible (Common) Plan

Premium

Single	\$749.50
Single + 1	\$960.18
Family	\$1,306.31

\$2,000/\$4,000 Deductible Plan (HDHP)

The Employer will contribute the following to the \$2,000/\$4,000 deductible (HDHP) Plan in 2017:

	<u>Monthly Premium</u>	<u>Monthly VEBA/H.S.A.</u>	<u>Annual VEBA/ H.S.A.</u>	<u>Total Annual City Contribution</u>
Single	\$606.05	\$110	\$680	\$8,924
Single +1	\$960.18	\$215	\$1,020	\$11,756.16
Family	\$1,306.31	\$215	\$1,020	\$15,396.72

The annual VEBA/H.S.A. contribution will be deposited as follows: One half of the total in the first week of January and the remaining half on July 1.

If deductibles are increased for 2018, the Parties agree to re-open the contract for 2018 health insurance only.

If deductibles remain the same as in 2017, then for 2018, the Employer agrees to pay for all of the increase in premium for single coverage, 83% of the dollar amount of the increase for S + 1 coverage and 75% of the dollar amount of the increase for family coverage. Any decrease in premium cost would be split in the same manner.

Of the total City contribution, \$100 will be deposited into each employee's VEBA and/or H.S.A. account for those with single coverage and \$200 for those with S + 1 and family coverage. The employee's contribution toward the premium will decrease by \$10 per month for those with single coverage and \$15 per month for those with S + 1 and family coverage from the 2017 amount. This will be offset by an equal increase to the Employer's H.S.A./VEBA supplement. The \$680 will increase to \$800. The \$1,020 will increase to \$1,200 per year for 2018.

Employees with S + 1 and family coverage agree to pay 17% and 25%, respectively, of the dollar amount of the increase in premiums in 2018.

2018 – Common Plan

If the combination of the 2018 monthly premium and monthly VEBA/H.S.A. contribution for the HDHP is higher than the 2017 City contributions to the Common plan, the Common plan contributions will increase by the difference.

Employees may choose to purchase dental or vision coverage through an Employer-sponsored voluntary Employee-paid plan.

ARTICLE XVIII STANDBY PAY

Employees required by the EMPLOYER to standby shall be paid for such standby time at the rate of one hour's pay for each hour on standby.

ARTICLE XIX UNIFORMS

Employees shall be paid a uniform allowance during January of each year. The maximum amount for 2016 is \$903.03. Thereafter, this amount will be increased each year on January 1st, by the amount of the Minneapolis-St. Paul consumer price index of the Department of Labor, Bureau of Labor Statistics, for the previous June 30th.

ARTICLE XX RETIREE HEALTH SAVINGS PLAN

Members of Local #80 shall be allowed to participate in the City-sponsored Retiree Health Savings Plan. Employees will be eligible to participate on the date they become covered by this agreement with no waiting period. Employees agree to contribute \$50.00 (fifty dollars) per pay period, through payroll deduction, into the RHS plan.

ARTICLE XXI VACATION

	<u>Monthly Accrual</u>	<u>Total Annual Amount Credited</u>
Monthly Accrual during 1 st Year	6.67	80.04
Monthly Accrual during 2 nd Year	6.67	80.04
Monthly Accrual during 3 rd Year	6.67	80.04
Monthly Accrual during 4 th Year	6.67	80.04
Monthly Accrual during 5 th Year	10.00	120.00
Monthly Accrual during 6 th Year	10.00	120.00
Monthly Accrual during 7 th Year	10.00	120.00
Monthly Accrual during 8 th Year	10.00	120.00
Monthly Accrual during 9 th Year	10.00	120.00
Monthly Accrual during 10 th Year	10.67	128.04
Monthly Accrual during 11 th Year	11.33	135.96
Monthly Accrual during 12 th Year	12.00	144.00
Monthly Accrual during 13 th Year	12.67	152.04
Monthly Accrual during 14 th Year	12.67	152.04
Monthly Accrual during 15 th Year	13.33	159.96
Monthly Accrual during 16 th Year	13.33	159.96
Monthly Accrual during 17 th Year	13.33	159.96
Monthly Accrual during 18 th Year	13.33	159.96
Monthly Accrual during 19 th Year	13.33	159.96
Monthly Accrual during 20 th Year	16.67	200.04

Upon separation of service with the City, any accrued, unused vacation will be paid into the RHS plan for the participant. Employees who pass away while employed are not eligible for this payment to the RHS plan.

ARTICLE XXII SICK LEAVE

- a) Sick leave will be granted in accordance with the most current West St. Paul personnel policy in effect upon execution of the contract.
- b) Employees who have a sick leave balance of 768 or more hours at the beginning of a calendar year shall at the end of that year, have the City convert current year accrued, unused sick leave up to a maximum of 96 hours, on the basis of one (1) hour for every two (2) hours of unused sick leave, into a City-sponsored Retiree Health Savings Plan.

ARTICLE XXIII SEVERANCE PAY

Upon normal or disability retirement of a regular full-time or regular part-time employee, the City shall pay the employee for one-third (1/3) of their unused sick leave. If a regular full-time or regular part-time employee dies while a permanent employee of good standing with the City of West St. Paul, his beneficiary shall receive one-third (1/3) of the unused sick leave credited to the employee at the time of his death. Any eligible severance will be paid into the Retiree Health Savings Plan for the participant unless the participant dies while still employed by the City.

ARTICLE XXIV HOLIDAYS

The Employer shall grant 96 hours (12 days) paid holidays to the employee. Employees required to work on a holiday, as listed below, shall be paid time and one-half for all hours worked on the named holiday. The eighty-eight hours (11 days) of paid holidays are as follows:

New Year’s Day	January 1
Martin Luther King Day	3 rd Monday in January
President’s Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran’s Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday After Thanksgiving	Day After Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

In addition to the above, employees will receive one floating holiday (8 hours). All hours worked on Christmas Eve will be paid at time and one half.

ARTICLE XXV INJURY IN LINE OF DUTY

Employees injured while on duty through no fault of the employee shall be paid the difference between the employee's regular rate of pay and any workmen's compensation benefits for a period not to exceed sixty (60) working days beginning with the sixth (6th) day of such injury. Such time shall not be charged against the employee's sick leave, vacation or other accumulated benefits.

ARTICLE XXVI FALSE ARREST INSURANCE

The EMPLOYER shall pay the premium for the False Arrest Insurance for employees while acting within the scope of their duties.

ARTICLE XXVII SALARIES

2017	Hourly	2018	Hourly
Start	\$40.61	Start	\$ 41.73
After 4 years (103%)	\$41.83	After 4 years (103%)	\$ 42.98
After 6 years (105%)	\$42.64	After 6 years (105%)	\$ 43.81
After 8 years (107%)	\$43.45	After 8 years (107%)	\$ 44.65
After 10 years (109%)	\$44.27	After 10 years (109%)	\$ 45.48
After 15 years (111%)	\$45.08	After 15 years (111%)	\$ 46.32

An Officer promoted to Police Sergeant from a subordinate rank in the West St. Paul Police Dept., shall be paid a starting salary not less than .58 cents per hour more than their former salary. Total years of service with the City of West St. Paul shall count towards their salary progression.

Effective 1-1-2017 - 2.5% wage increase to the base wage.

Effective 1-1-18 – 2.75% wage increase to the base wage plus possible market adjustment*.

*Market Adjustment 2018 – The City will conduct a compensation analysis to determine if the job class is in line with the market. If below the market, it will be brought up to the market prior to applying the 2.75% increase effective 1-1-18.

ARTICLE XXVIII WAIVER

- 28.1 Any and all prior agreements, resolution practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superceded.
- 28.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been with the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE XXIX BULLETPROOF VESTS

In implementing a bullet proof vest program, the City will abide by applicable sections of Minnesota Statute 299A.38. In purchasing replacement vests, officers are responsible for paying any costs that exceed what the City can recover through their current participation in bullet proof vest reimbursement programs.

ARTICLE XXX TUITION REIMBURSEMENT

Formal class tuition reimbursement is limited to \$750 per calendar year. It does not include reimbursement for books, supplies, parking, meals, student fees, or salary. For these classes, one-half (1/2) of the tuition will be paid up front and one-half (1/2) upon successful completion of the course. For short-term training classes such as specialized police-investigative classes where the officer is being paid salary by the City when the class is attended, the cost will be paid up front and may include reimbursement for meals and parking. If an officer does not complete the class, the officer must reimburse the City and pay for any costs required by the instructor. The use of tuition reimbursement funds must be approved by the Chief prior to the beginning of the class.

ARTICLE XXXI COMPENSATORY TIME

When they qualify for overtime pay, Police Sergeants can voluntarily decide, on a case by case basis, whether they wish to receive the overtime as pay, or as compensatory time off, subject to the following limitations.

Compensatory time shall be allowed to accumulate to a maximum of thirty (30) straight time hours (20 hours at the time and one-half rate). Once an employee has accumulated and maintains the maximum amount of allowable compensatory time, any additional overtime worked shall be paid at the appropriate overtime rate. If an employee uses a portion of the accumulated compensatory time, the employee may then re-accumulate to the maximum of thirty (30) hours (straight time rate). Employees will use compensatory time in increments of no less than one hour, or maximum available balance, whichever is less.

Any compensatory time accumulated, but not used, on the last day of the first pay period ending in December of any given year will be paid off at the appropriate rate with the payroll check for that pay period. Any overtime earned after the last day of the first pay period ending in December, through December 31, shall be paid as overtime per contract. Compensatory time off shall be subject to the same guidelines used for vacation and holiday time off.

ARTICLE XXXII DURATION

This AGREEMENT shall be effective as of the first day of January, 2017, and shall remain in full force and effect until the thirty-first day of December, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of October, 2016.

FOR THE CITY OF WEST ST. PAUL

FOR LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 80

Mayor

Union Representative

City Manager

Union Steward



TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Sherrie Le, Assistant City Mgr.
DATE: October 24, 2016
SUBJECT: 2017 City Contribution toward Insurance -
General Services Employees

City of West St. Paul

BACKGROUND INFORMATION: We will be holding an open enrollment period from November 10 through December 10, 2016. During Open Enrollment, employees can switch between health plans or tiers (single, single plus 1 or family), increase life insurance coverage for themselves and their spouse and add dependent life insurance. They may also elect voluntary benefits such as dental, short term disability and vision or change tiers for those plans.

We have completed negotiations for two of our three bargaining units and recommend that the City provide the same contributions that were negotiated for those two unions to our General Services employees. It has been our policy and practice for many years to treat all employees equitably. The contributions we have negotiated with two of our unions are as follows:

Medical Insurance

Common Plan – No change from 2016

	2017 Monthly Premiums
Single	\$749.50
Single + One	\$1,162.00
Family	\$1,753.00

H.S.A./VEBA Plan – 4.2% increase from 2016

	2017 Monthly Premiums	City Contribution to VEBA/H.S.A.
Single	\$606.05	\$110/mo. & \$680/yr.
Single + One	\$960.18	\$215/mo. & \$1,020/yr.
Family	\$1,306.00	\$215/mo. & \$1,020/yr.

Life Insurance – No Change in Coverage (Rates have decreased)

We recommend the City continue to pay for the cost of \$25,000 coverage for employees who work in an on-going benefit earning position at 32-40 hours per week. We also recommend the City pay the premium for \$10,000 coverage for those who work in an ongoing partial benefit position at 20-31 hours per week.

Supplemental employee coverage, spouse coverage and dependent coverage is available at the employee's cost.

FISCAL IMPACT: The estimated fiscal impact of the City contribution increases for medical insurance for the General Services staff for 2017 depends on whether any employee switches to the HDHP. Since we don't know who will switch, the cost ranges from \$7,170 to \$15,960. These costs have been included in the 2017 proposed budget.

		Amount
Fund:	101	
Department:	various	
Account:	40131	\$7,170 - \$15,960

STAFF RECOMMENDATION: We recommend approval of the City Contribution increase for health insurance for General Services' staff.

TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
FROM: Manila Shaver, Chief of Police
DATE: October 24, 2016
SUBJECT: Permit Parking Request, Livingston and Butler Avenues



City of West St. Paul

BACKGROUND INFORMATION:

Recently the City Council passed a City Code modification in order to create Permit Parking Zones (City Code 72.05). The modification to the City Code was a response to concerns about nonresidential parking in certain areas of the City, often caused by the lack of or a reduction in off-street parking and/or due to a special or an on-going activity. Examples of special and on-going activities would include residents being impacted because of their proximity to a highly used park, a nearby school or a large business.

The applicants have requested a permit parking zone consisting of the area in front of two residential properties, specifically 994 and 998 Livingston (see attached maps). The applicants claim being adversely impacted by the Emerson Hill Apartment residents, 993 Robert Street, who are alleged to be parking on Livingston Avenue as a result of a loss of Robert Street parking, the cost of a Emerson Hill Apartment parking permit and insufficient apartment parking spaces for the Emerson Hill residents and their guests.

The home owner of 998 Livingston, Michelle Pivec, has attended several Council meetings during the past several months, expressing her concerns and frustrations about this parking issues. As a result, back in May 2016, when this issue was first brought to the City's attention, the police department conducted a two-week parking survey of the Livingston/Bernard area to determine who is parking there overnight.

The police department discovered a mixture of resident and nonresident parking. The reasons for nonresident parking were varied and included guests of area residents parking overnight; work vehicles being used by residents; residents using vehicles not registered to them; and a failure to change/update registration information. There were several Emerson Hill Apartment residents parking in this location as well (about 30% of the over-night parked vehicles). During this survey about fifteen to eighteen vehicles were being parked in this location on any given night.

Following the survey the police department worked with the Emerson Hill Apartment owners and residents to have them voluntarily not park on Livingston Avenue. This effort seemed to have squelched some of the parking concerns as throughout the summer very few parking complaints were received by the police department. Furthermore, the Community Development Director is meeting with the owner of the Emerson Hill Apartments to identify possible additional off-street parking for the apartment residents; these details are still in flux.

As a result of this request another parking survey was conducted to determine the extent of the neighborhood impact. This survey resulted in finding about a dozen to fifteen vehicles being parked overnight in this location on any given night. Of those vehicles about 50% are registered to a Livingston address. Only one of the fifteen or so vehicles was registered to an Emerson Hill Apartment address and that vehicle was only parked there for two of the six surveyed days. The remaining vehicles were the same mixture the nonresidential owners mentioned in the initial parking survey.

Both applicants have expressed their interest in requesting the Council's consideration of a permit parking zone, in doing so they have fulfilled the 70% petition requirement. The police department conducted an analysis of the area and notes two Permit Parking signs would be needed to properly enforce the restricted parking zone if approved. According to City Code the residents within the restricted zone are responsible for the cost of signage (\$200 per sign).

City Code also requires nearby neighbors, within 350 feet of the proposed permit parking zone, to be notified of the proposed request. This was completed as well as placing flyers on vehicles parked in the area.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Signage, two	101	30000	34953	\$200 each
Total:				\$400

There will also be expense in police enforcement time, responding to complaints of non-permitted vehicles parking and providing temporary permits to guests and visitors for those homeowners within the permit parking zone.

STAFF RECOMMENDATION:

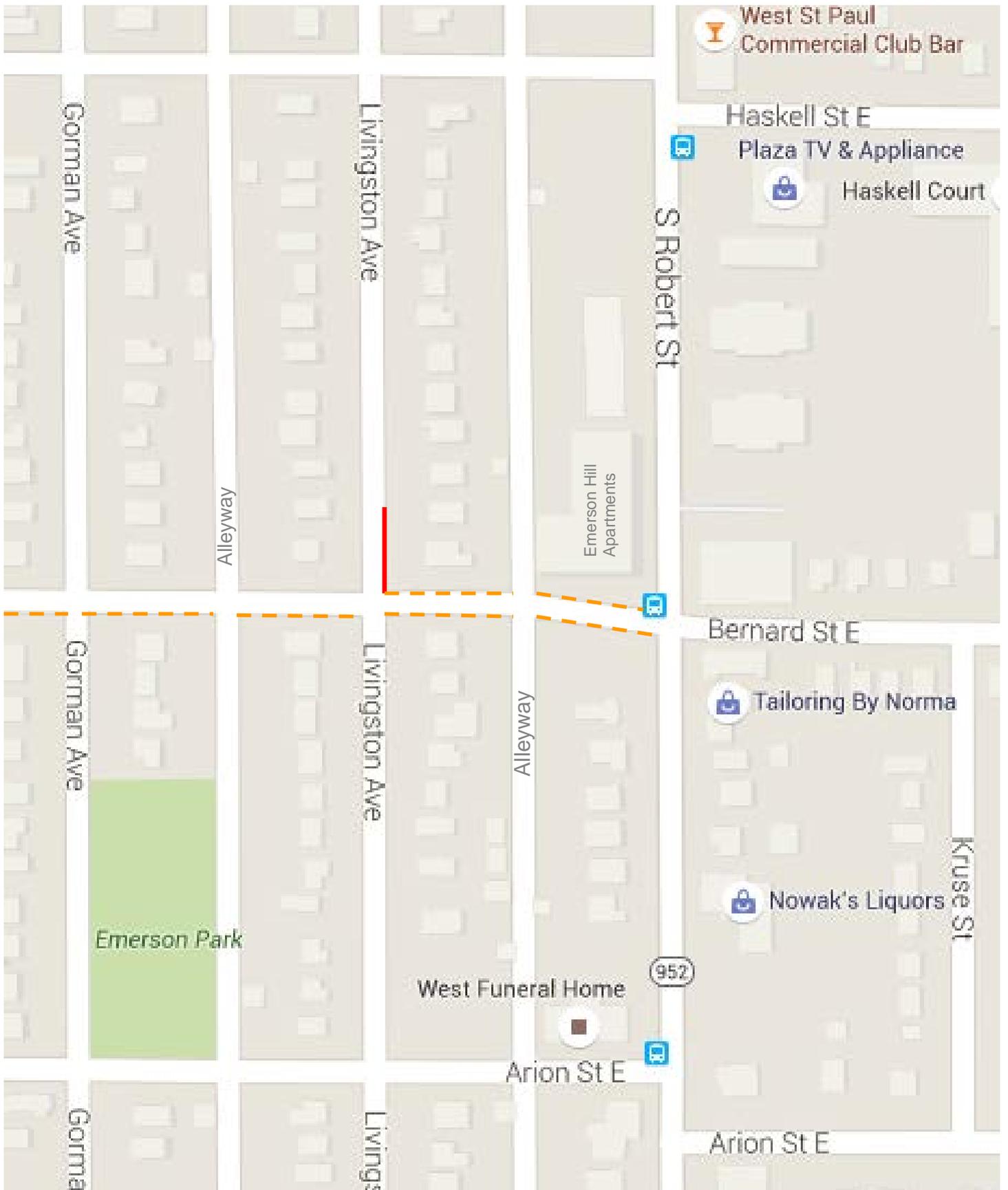
I fully acknowledge the concerns of the applicants and know it can be frustrating having other vehicles continuously park in front of one's home, but our streets are for public parking. Moreover, the original intent of a permit parking zone was for a much larger area, one impacting a neighborhood rather than a select few residents.

In the beginning of 2016 the police department received only a couple of complaints from the Livingston Avenue neighbors about parking issues, with Ms. Pivec being the most vocal. After the initial concern was raised, the police department worked with the likely source of the excessive vehicles and the problem seemed resolved as the police department has not heard from any Livingston Avenue neighbor or either of the applicants all summer.

Additionally, as the most recent parking survey results indicate, the Emerson Hill Apartment residents do not seem to be the issue, rather it is a combination of other vehicles, not registered to a Livingston Avenue address, parking in this area overnight. In sum, with regards to on-street parking, the police department cannot articulate or substantiate an adverse impact in the Livingston Avenue neighborhood.

I have a concern in approving "individual" permit parking requests in that doing so may just push any problem down the block to the next set of neighbors. Likewise, residents may view a cost benefit of requesting an individual permit parking zone just so they are the only ones that can park in front of their home and a proliferation of such requests may occur. Enforcing such zones would be almost impossible for the police department and very time consuming.

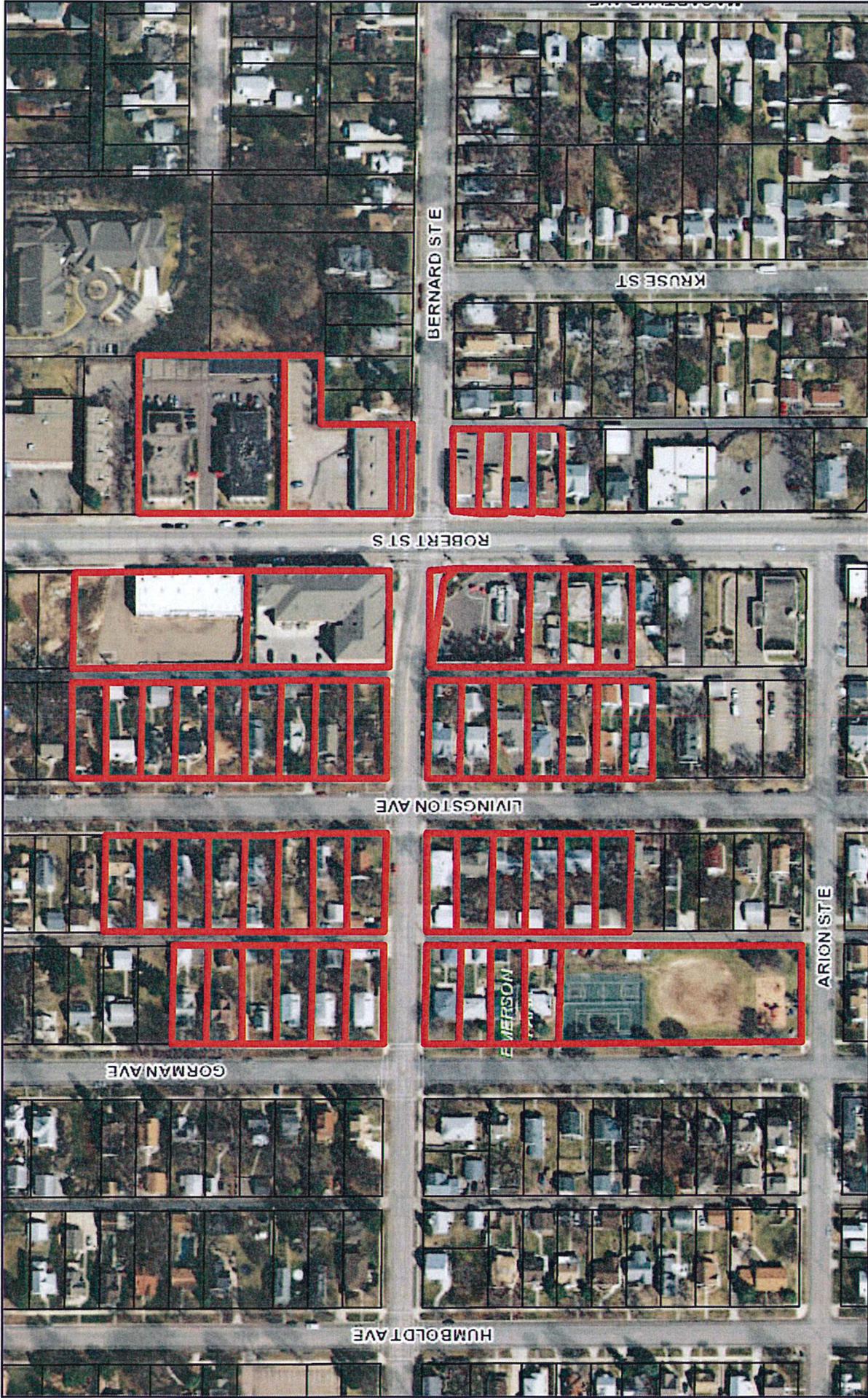
Based on the above reasons the police department cannot support this request.



— Proposed Permit Parking Zone

- - - Already "No Parking"

Public Notice for 998 Livingston



October 12, 2016



Livingston and Bernard Avenues, looking north
(This is a typical amount of vehicles parked at this location on a given day)



Livingston and Bernard Avenues, looking north
(Depicting the parking zone request)



Livingston and Bernard Avenues, looking northeast
(Depicting the parking zone request)

TO: Mayor and City Council
THROUGH: City Manager
FROM: Public Works & Parks Director/City Engineer
DATE: October 24, 2016
SUBJECT: Approve Resolution of Support for Dakota County's 2017-2021 CIP



City of West St. Paul

BACKGROUND INFORMATION:

Dakota County recently completed their 5-year draft Capital Improvement Program (CIP) for the period from 2017-2021. City staff received a copy of the draft CIP along with a request from Dakota County that each city in the County formally adopt a resolution supporting their respective projects for inclusion in the 2017-2021 CIP. The County has the following transportation projects within West St. Paul included in the CIP:

1. Mill and Overlay of Oakdale Ave. (County Rd. 73) from Wentworth Ave. (County Rd. 8) to Annapolis St. (2017). This will include repair/replacement of sanitary and storm sewer structures/castings as necessary.
2. Mill and Overlay of Delaware Ave. (County Rd. 63) from Marie Ave. to Dodd Road (this was previously thought to be in 2017, but was just pushed back to 2018.) This will include repair/replacement of sanitary and storm sewer structures/castings as necessary.
3. Mill and Overlay of Butler Ave. (County Rd. 4) from Delaware Ave. (County Rd. 63) to Robert Street. This will include repair/replacement of sanitary and storm sewer structures/castings as necessary (2018 or 2019)
4. Roundabout construction at Wentworth Ave. (County Rd. 8) and Oakdale Ave. (County Rd. 73) (2017).
5. Reconstruction of Wentworth Ave. (County Rd. 8) from Delaware Ave. (County Rd. 63) to Livingston Ave. (2019).
6. Roundabout construction at Oakdale Ave. (County Rd. 73) and Thompson Ave. (County Road 6) (2020)
7. Trails along Oakdale Ave. (County Rd. 73) from Mendota Rd. to Wentworth Ave. (County Rd. 8) subject to obtaining federal funding (Year TBD).
8. Trails along Thompson Ave. (County Rd. 6) from Robert St. to Oakdale Ave. (County Rd. 73). Timeline and placement will be dependent on the redevelopment of the golf course (2018).
9. 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).

FISCAL IMPACT:

The City's own draft 2017-2021 CIP (Capital Improvement Plan) includes funds to cover the estimated City share of the above-mentioned projects.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve a resolution in support of Dakota County's 2017-2021 CIP.

Attachment: 1. Dakota County Draft CIP 2017-2021

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

RESOLUTION NO. 16-__

**A RESOLUTION IN SUPPORT OF DAKOTA COUNTY'S 2017-2021
CAPITAL IMPROVEMENT PROGRAM FOR TRANSPORTATION, PARKS
AND BUILDINGS**

WHEREAS, the West St. Paul City Council reviewed the 5-year Capital Improvement Program (CIP) at its regular Council meeting on October 24, 2016; and

WHEREAS, the West St. Paul projects identified in the CIP plan are supported by the Council; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby supports the West St. Paul projects identified in the Dakota County 2017-2021 Capital Improvement Program for Transportation, Parks and Buildings.

Adopted by the City Council of the City of West St. Paul this 24th day of October, 2016.

David Meisinger, Mayor

Chantal Doriott, City Clerk

Dakota County Transportation CIP Process 2017-2021 – Requests from cities/townships

City of South St Paul		e-mail: June30, 2016
<p>Request: CSAH 14 from Marie to 20th Ave.</p> <p>Trails: Sidewalk/trail CR 8 from TH 52 to 15th Ave Mississippi River Regional Trail requests County support – (no financial contribution) 2017-2018</p>	<p>County Response: CP 14-28 Construction 2017</p> <p>Trails: Please include in Trail Set Aside solicitation. Request for support forwarded to Parks Dept.</p>	
City of West St Paul		Letter: June 28, 2016
<p>Request: CSAH 8 (Wentworth) at CSAH 73 (Oakdale) construction of Roundabout 2017</p> <p>CR 6 (Thompson) at CSAH 73 (Oakdale) intersection</p> <p>CSAH 8 (Wentworth) from CSAH 63 to Livingston 2019</p> <p><u>Bituminous Mill & Overlay:</u> CSAH 63 (Delaware Ave) from Marie Ave north to TH 149 (Dodd Rd) 2017 CSAH 73 (Oakdale Ave) form CSAH 8 (Wentworth) to Annapolis St 2017 CR 4 (Butler Ave) from CSAH 63 (Delaware) to Robert St 2018-2019</p> <p>Trails: CSAH 73 (Oakdale Ave) from Mendota Rd to CSAH 8 (Wentworth Ave) subject to obtaining Federal Funds CR 6 (Thompson Ave) from TH 952 (Robert St) to CSAH 73 (Oakdale Ave) subject to golf course development 2018</p> <p>River to River crossing of Robert Street in conjunction with redevelopment of golf course property & trail along CR 6 (Thompson Avenue)</p>	<p>County Response: CP 8-20 Programmed in 2016 CIP (starts after Robert Street construction completed)</p> <p>CP 6-06 Design Roundabout (Single Lane) 2018 ROW Acquisition 2019 Construction 2020</p> <p>CP 8-21 Design 2017 ROW Acquisition 2018 Construction 2019</p> <p>Will be assessed this spring for inclusion in 2017 Overlays.</p> <p>Draft 10.05.2016</p> <p>Trails: Noted</p> <p>Noted</p> <p>.</p> <p>Study is underway to assess crossing needs and scope of work. Project programmed in previous Parks CIP.</p>	



TO: Mayor and City Council
THROUGH: Matt Fulton, City Manager
Jim Hartshorn, Community Dev. Dir.
Ben Boike, Planner
FROM: Korine Land, City Attorney
DATE: October 24, 2016
SUBJECT: Ordinances Related to Group Homes

City of West St. Paul

BACKGROUND INFORMATION:

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).

State law (Minn. Stat. §462.357 subd. 7-8) *requires* a State-License Residential Care Facility and a Registered Housing With Services Establishment to be permitted uses in certain zoning districts, which coincide with our ordinances as follows:

	R1-R2	R3	R4	B1-B4, B6	B5	I1-I2
State-Licensed	Permitted 0-6 persons	Permitted 7-16 persons	Permitted 7-16 persons	Prohibited	CUP for mixed use	Prohibited
Registered Housing with Services	Permitted 0-6 persons	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited

We are recommending adding a PROHIBITED USE section to R3, R4, and B1-B6 that will specifically prohibit these uses, as appropriate, in those zoning districts.

PLANNING COMMISSION:

The Planning Commission met in regular session on September 18, 2016 and voted 6-0 to recommend APPROVAL of the proposed amendment as written. No one from the public wished to speak on the item.

FISCAL IMPACT:

n/a

STAFF RECOMMENDATION:

Approve the first reading

ATTACHMENTS:

An ordinance amending Section 153.004 – 153-254

ORDINANCE NO. _____
CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

**AN ORDINANCE AMENDING SECTIONS 153.004 AND 153.050 THROUGH 153.128
OF THE WEST ST. PAUL CITY CODE REGARDING GROUP HOMES**

The City Council of West St. Paul does ordain:

SECTION 1. AMENDMENT. The following definitions are deleted from West St. Paul City Code Section 153.004:

- Adult Foster Care;
- Chemical Dependency Treatment Facility;
- Elderly Housing with Services Establishment;
- Overnight Shelter Facility; and
- Transitional Housing Facility.

SECTION 2. AMENDMENT. The following definition in West St. Paul City Code Section 153.004 is changed from “Residential Care Facility” to “Residential Care Facility, State Licensed.”

SECTION 3. AMENDMENT. West St. Paul City Code Sections 153.050 through 153.128 are hereby amended as follows:

§ 153.050 PERMITTED USES.

Within any “R-1A” One-Family Residential District, no structure or land shall be used except for one or more of the following uses:

- (A) One-family detached dwellings;
- (B) Public parks and playgrounds;
- (C) Public and parochial schools with the following conditions:
 - (1) No school building shall be located within 50 feet of any lot line of an abutting lot in an R District; and
 - (2) Where a school has an open play area abutting a street, a fence shall be erected 15 feet or more from the street right-of-way.
- (D) Churches, including those related structures located on the same site which are an integral part of the church property, such as convents or homes for persons related to a religious function on the same site with the following conditions:

(1) No church building shall be located within 50 feet of any lot line of an abutting lot in an R District; and

(2) No more than ten persons shall reside on the site.

(E) Municipal buildings and structures including storage of maintenance equipment and trucks. No building shall be located within 50 feet of any lot line of an abutting lot in an R District;

(F) A state licensed residential care facility or a housing with services establishment registered under Minn. Stat. Chapter 144D serving six or fewer persons, a licensed day care center serving 12 or fewer persons ~~as defined in § 153.004~~, or a group family day care facility licensed under Minn. Rules 9502.0315 to 9502.0445, to serve 14 or fewer children;

(G) Radio and television antennas, subject to the provisions in § 153.395;

(H) Satellite dish antennas less than one meter (39 inches) in diameter;

(I) Those uses as permitted and regulated in § 153.006; and/or

~~(J) A state licensed child day care facility serving 12 or fewer children;~~

~~(K) A state licensed adult day care facility serving 12 or fewer adults;~~

~~(L) A state licensed adult foster care program serving 12 or fewer adults;~~

~~(M) Residential hospice facility serving eight or fewer hospice patients;~~

~~(N) Transitional housing facility serving a total of four or fewer adults and children; and/or~~

~~(O)~~(J) Farmers market for the sale of agricultural and horticultural products.

§ 153.051 CONDITIONAL USES.

Within any R-1A One-Family Residential District, no structure or land shall be used for the following uses, except by conditional use permit:

(A) Golf courses, country clubs, tennis clubs, public swimming pools serving more than one family. The principal structure for any of the above listed uses shall be 100 feet or more from any abutting lot in an R District, and accessory structure shall be a minimum of 50 feet from any lot line;

(B) Essential service structures, including, but not limited to, buildings, such as telephone exchange stations, booster or pressure regulating stations, wells and pumping stations, elevated tanks, lift stations and electrical power substation provided no building shall be located within 50 feet from any lot line of an abutting lot in an R District. Prior to granting the permit it shall be

found that the architectural design of essential service structures is compatible to the neighborhood in which it is to be located and thus will promote the general welfare;

(C) Commercial greenhouses provided all outside storage is fenced in such a manner so as to screen the stored material from view when observed from the public street or an adjoining lot;

(D) Nursing homes, retirement homes, ~~elderly housing with services establishments~~ and other similar state licensed residential care uses.

(1) For nursing homes the site shall contain not less than 1,000 square feet of lot area for each person to be accommodated and buildings for uses described in this division are 50 feet or more from a lot line of an abutting lot in an R-1, R-2 or R-3 District.

(2) For retirement homes, ~~elderly housing with services establishments~~ and other similar state licensed residential care uses, the site shall contain not less than 3,500 square feet of lot area per dwelling unit. Parking facilities shall be equal to one space for each dwelling unit and proof of the availability of one additional space per unit.

(3) All parking for facilities in this section shall comply with §§ 153.345 through 153.351.

(E) A state licensed child day care facility serving 13 or more provided that the conditional use be in structures at least 50 feet of any lot line of an abutting lot in an R District and that a fence be erected 15 feet or more from any street right-of-way where the intended use is for open play;

(F) Off-street parking when the proposed site of the off-street parking abuts on a lot which is in the B or I District and is in the same ownership as the land in the B or I District and subject to those conditions set forth in §§ 153.345 through 153.351, and other conditions as found necessary by the City Council to carry out the intent of this chapter;

(G) School buildings which are a part of the physical system of the school district but which are considered temporarily in surplus may be used as research centers, offices not directly serving the public or for some form of educational activity provided:

(1) The off-street parking requirements are met; and

(2) The work day of the use falls between 7:00 a.m. and 7:00 p.m.

(H) Commercial buildings which have previously been classified and certified as nonconforming uses at the time of the effective date of this chapter may be used as the same nonconforming or less intense use provided:

(1) The off-street parking requirements for the use are met;

(2) The hours of operation of the use shall be determined by the City Council;

(3) The structure is significant to the neighborhood and its continued active use will not be detrimental to the value of quiet enjoyment or surrounding residential properties; and

(4) The use would be normally allowed as a permitted use in the B-2 Neighborhood Business District.

(I) Satellite dish antennas greater than one meter (39 inches) in diameter. See § 153.396;

(J) Bed and breakfast residence;

(K) Elderly community education center, provided that it is located in a building that contains a civic or community center or a multifamily elderly residential housing facility;

~~(L) Residential hospice facility serving from nine to 12 hospice patients;~~

~~(M) Shelter for battered persons serving a total of six or fewer persons, including adults and children;~~

~~(N) Overnight shelter facility serving a total of six or fewer persons, including adults and children;~~

~~(O)(L)~~ School with more than four accessory buildings or structures; or

~~(P)(M)~~ On-site residential housing for an educational facility operating school owned and operated in conjunction with a permitted principal use, provided:

(1) Housing structures are limited to three stories in height;

(2) The number of on-site residents is limited to 200; and

(3) Housing structures must meet the building setback requirements from adjacent property lines as outlined in § 153.128.

~~(O)(N)~~ Columbaria, provided they are located on the same property as an existing church and located a minimum of 50 feet from any property line.

§ 153.052 PERMITTED ACCESSORY USES.

Within any R-1A One-Family Use District, the following uses shall be permitted accessory uses:

(A) Private garages and parking spaces;

(B) Private swimming pool and tennis court;

(C) Home occupations as defined herein, provided that:

- (1) Only persons residing in the dwelling shall be engaged in the occupation;
 - (2) The occupation shall be conducted entirely within the principal structure;
 - (3) Evidence of the occupation shall not be visible from the street;
 - (4) No stock or warehousing for the occupation shall be stored on the premises;
 - (5) Over-the-counter retail sales are not involved;
 - (6) There shall be no more than three parking spaces for the occupant and visitors;
 - (7) No accessory building or attached garage shall be used for the home occupation;
- and
- (8) Property cannot be used as a meeting location for employees.
- (D) Signs as regulated by §§ 153.430 through 153.438 and by §§ 150.105 through 150.110;
- (E) Temporary buildings located for purposes of construction on the premises for a period not to exceed time necessary for the construction;
- (F) Gardening and other horticultural uses where no sale of products is conducted on the premises;
- (G) Decorative landscape features;
- (H) The keeping of domestic animals for noncommercial purposes for use of the occupants of the premises, provided that any accessory building used for housing the animals shall be located not less than 30 feet from the nearest residence, and provided further that the keeping of the animals shall be subject to requirements of the city code; and
- (I) Storage buildings subject to § 153.380.

§ 153.053 LOT AREA, HEIGHTS, LOT WIDTH, YARD AND OTHER REQUIREMENTS.

- (A) No structure or building shall exceed 30 feet in height as defined in § 153.004 “Building Height,” except as provided in § 153.009.
- (B) The following minimum requirements shall be observed subject to the additional requirements, exceptions and modifications as set forth elsewhere in this chapter.

<i>Lot Area</i>	
Corner lot	9,100 square feet
Interior lot	7,000 square feet

Lot Width	
Corner lot	65 feet
Interior lot	50 feet

Yard, Building Setback	
Front	30 feet
Rear	30 feet or 20% of average lot depth, whichever is greater
Side	5 feet adjacent to another lot
	20 feet adjacent to street

(C) (1) Exterior walls of all principal structures must be covered only with siding (e.g., wood, vinyl, aluminum or metal horizontal lap), stucco, brick, glass or other comparable material as approved by the Zoning Administrator.

(2) Prohibited materials include, but are not limited to, cloth, fabric, canvas, plastic sheets, tarps, tarpaper, insulation, sheet metal and corrugated metal.

§ 153.065 PERMITTED USES.

Within the R-1B One-Family Residential District, no land or structure shall be used except for one or more of the following uses: any permitted use regulated in the R-1A District, § 153.050.

§ 153.066 CONDITIONAL USES.

Within any R-1B One-Family Residential District, no structure or land shall be used for the following uses except by conditional use permit: any conditional use regulated in the R-1A District, § 153.051.

§ 153.067 PERMITTED ACCESSORY USES.

Within any R-1B One-Family Use District, the following uses shall be permitted accessory uses: any permitted accessory use regulated in the R-1A District, § 153.052.

§ 153.068 LOT AREA, HEIGHT, LOT WIDTH, YARD AND OTHER REQUIREMENTS.

(A) No structure or building shall exceed 30 feet in height as defined in § 153.004 “Building Height,” except as provided in § 153.009.

(B) The following minimum requirements shall be observed subject to the additional requirements, exceptions and modifications as set forth elsewhere in this chapter:

<i>Lot Area</i>	
Corner lot	12,500 square feet
Interior lot	10,000 square feet

Lot Width	
Corner lot	90 feet
Interior lot	75 feet

Yard, Building Setback	
Front	30 feet
Rear	30 feet or 20% of average lot depth, whichever is greater
Side	9 feet one side/6 feet one side
	20 feet adjacent to street

(C) (1) Exterior walls of all principal structures must be covered only with siding (e.g., wood, vinyl, aluminum or metal horizontal lap), stucco, brick, glass or other comparable material as approved by the Zoning Administrator.

(2) Prohibited materials include, but are not limited to, cloth, fabric, canvas, plastic sheets, tarps, tarpaper, insulation, sheet metal and corrugated metal.

§ 153.080 PERMITTED USES.

Within the R-1C One-Family Residential District, no land or structure shall be used except for one or more of the following uses: any permitted use regulated in the R-1A District, § 153.050.

§ 153.081 CONDITIONAL USES.

Within any R-1C One-Family Residential District, no structure or land shall be used for the following uses except by conditional use permit: any conditional use regulated in the R-1A District, § 153.051.

§ 153.082 PERMITTED ACCESSORY USES.

Within any R-1C One-Family Residential District, the following uses shall be permitted accessory uses: any permitted accessory use regulated in the R-1A District, § 153.052.

§ 153.083 LOT AREA, HEIGHT, LOT WIDTH, YARD AND OTHER REQUIREMENTS.

(A) No structure or building shall exceed 30 feet in height as defined in § 153.004 “Building Height,” except as provided in § 153.009 of this chapter.

(B) The following minimum requirements shall be observed subject to the additional requirements, exceptions and modifications as set forth elsewhere in this chapter:

<i>Lot Area*</i>	
Corner lot	15,000 square feet
Interior lot	15,000 square feet
*A 10% deviation in lot width and/or area may be permitted provided the average lot area for each plat or subdivision shall not be less than 15,000 square feet, and the average lot width not less than 100 feet	

<i>Lot Width*</i>	
Corner lot	100 feet
Interior lot	100 feet
*A 10% deviation in lot width and/or area may be permitted provided the average lot area for each plat or subdivision shall not be less than 15,000 square feet, and the average lot width not less than 100 feet	

Yard, Building Setback	
Front	30 feet
Rear	30 feet or 20% of average lot depth, whichever is greater
Side	10 feet adjacent to another lot
	30 feet adjacent to street

(C) Exterior walls of all principal structures must be covered only with siding (e.g., wood, vinyl, aluminum or metal horizontal lap), stucco, brick, glass or other comparable material as approved by the Zoning Administrator. Prohibited materials include, but are not limited to, cloth, fabric, canvas, plastic sheets, tarps, tarpaper, insulation, sheetmetal and corrugated metal.

§ 153.095 PERMITTED USES.

Within the R-2 Two-Family Residential District, no structure or land shall be used, except for one or more of the following uses:

(A) Any permitted use regulated in the R-1A District, § 153.050; and/or

(B) Two-family dwelling;

~~(C) Transitional housing facility serving a total of four or fewer adults and children. The facility may not be located in a duplex unless it occupies the entire structure; and/or~~

~~(D) Overnight shelter facility serving a total of six or fewer persons, including adults and children. The facility may not be located in a duplex unless it occupies the entire structure.~~

§ 153.096 CONDITIONAL USES.

Within any R-2 Two-Family Residential District, no structure or land shall be used for the following uses except by conditional use permit: Any conditional use regulated in the R-1A District, § 153.051.

§ 153.097 PERMITTED ACCESSORY USES.

Within the R-2 Two-Family Residential District, the following uses shall be permitted accessory uses: any permitted accessory use regulated in the R-1A District, § 153.052.

§ 153.098 LOT AREA, HEIGHT, LOT WIDTH, YARD AND OTHER REQUIREMENTS.

(A) No structure or building shall exceed 30 feet in height as defined in § 153.004 “Building Height,” except as provided in § 153.009 of this chapter.

(B) The following minimum requirements shall be observed subject to the additional requirements, exceptions and modifications as set forth elsewhere in this chapter:

(1) Lot area: 15,000 square feet;

(2) Lot width:

(a) Yard, building setback: 100 feet;

(b) Front: 30 feet;

(c) Side: ten feet adjacent to another lot, 20 feet adjacent to street; and

(d) Rear: 30 feet or 20% of average lot depth, whichever is greater.

(3) Lot area per dwelling unit: 7,500 square feet.

(C) Exterior walls of all principal structures must be covered only with siding (e.g., wood, vinyl, aluminum or metal horizontal lap), stucco, brick, glass or other comparable material as approved by the Zoning Administrator. Prohibited materials include, but are not limited to, cloth, fabric, canvas, plastic sheets, tarps, tarpaper, insulation, sheet metal and corrugated metal.

§ 153.110 PERMITTED USES.

Within any R-3 Townhouse Residential District, no structure or land shall be used except for of the following uses:

- (A) Structures housing three to eight dwelling units; and
- (B) Farmers market for the sale of agricultural and horticultural products.

§ 153.111 CONDITIONAL USES.

Within the R-3 Townhouse Residential District, no structure or land shall be used for the following uses except by conditional use permit:

- (A) Any conditional use regulated in the R-1A District, § 153.051;
- (B) Multiple dwelling structures containing more than eight dwelling units;
- (C) Two-family dwellings subject to lot and yard requirements of the R-2 District, § 153.098;
or
- ~~(D) — A state licensed child day care facility;~~
- ~~(E)(D) State licensed residential care facility serving up to 7 through 16 persons or a licensed day care facility serving 13 through 16 persons;~~
- ~~(F) — A state licensed adult day care facility serving up to 16 adults;~~
- ~~(G) — A state licensed adult foster care serving up to 16 adults;~~
- ~~(H) — Shelter for battered persons serving a total of up to 16 persons, including adults and children;~~
- ~~(I) — Overnight shelter facility serving a total of up to 16 persons, including adults and children. The facility may not be located in a duplex or multi family dwelling unless it occupies the entire structure; or~~

~~(J) Transitional housing facility serving a total of up to 16 persons, including adults and children. The facility may not be located in a duplex or multi-family dwelling, unless it occupies the entire structure.~~

§ 153.112 PERMITTED ACCESSORY USES.

Within the R-3 Townhouse Residential District, the following uses shall be permitted accessory uses: any permitted accessory use regulated in the R-1A District, § 153.052.

§ 153.113 LOT AREA, HEIGHT, LOT WIDTH AND YARD REQUIREMENTS.

(A) No limit shall be placed on height of buildings in this R-3 Zone, except that buildings over 35 feet shall have front, side and rear yards not less than one-half of the height of the building.

(B) The following minimum requirements shall be observed subject to additional requirements, exceptions and modifications as set forth elsewhere in this chapter:

- (1) Lot area per dwelling unit: 5,500 square feet;
- (2) Lot width: 100 feet;
- (3) Yard, building setback:
 - (a) Front: 30 feet;
 - (b) Side: ten feet adjacent to another lot, 20 feet adjacent to street, except where the lot in question abuts any R-1 District where the side yard setback shall conform to the established setback or 30 feet, whichever is greater; and
 - (c) Rear: 30 feet or 20% of average lot depth, whichever is greater.
- (4) Distance between principal structures: 30 feet.

(C) Exterior walls of all principal structures must be covered only with siding (e.g., wood, vinyl, aluminum or metal horizontal lap), stucco, brick, glass or other comparable material as approved by the Zoning Administrator. Prohibited materials include, but are not limited to, cloth, fabric, canvas, plastic sheets, tarps, tarpaper, insulation, sheet metal and corrugated metal.

§ 153.125 PERMITTED USES.

Within the R-4 Multiple-Family District, no structure or land shall be used except for the following use:

- (A) Structures housing three to 16 multiple-family dwelling units; and

(B) Farmers market for the sale of agricultural and horticultural products.

§ 153.126 CONDITIONAL USES.

Within the R-4 Multiple-Family District, no structure or land shall be used for the following uses except by conditional use permit:

(A) Any conditional use regulated in the R-1A District by § 153.051;

(B) Structure or structures over three stories in height or where ceilings of any dwelling unit are more than 31 feet above average grade;

(C) Two-family dwellings;

(D) Structure or structures containing more than 16 dwelling units;

~~(E) A state licensed child day care facility;~~

~~(F)~~(E) A state licensed residential care facility serving ~~up to 7~~ through 16 persons or licensed day care facility serving from 13 through 16 persons;

~~(G)~~(F) Private clubs and lodges provided buildings are not less than 30 feet from a lot line of an abutting lot in an R District;

~~(H)~~(G) Private swimming pools intended for and used solely by the occupants of the property in which it is located and their guests, provided the water surface of the pool is located not less than 15 feet from any lot line, that the pump and filter installed be not less than 25 feet from any lot line and that the pool area be so fenced as to prevent uncontrolled access from the street or from adjacent property;

~~(I)~~(H) Nursing homes, retirement homes;

~~(J)~~(I) Hospitals provided the site shall contain not less than 800 square feet of lot area for each person to be accommodated, and provided the lot line is 50 feet or more from a lot line of an R-1, R-2 or R-3 District; or

~~(K)~~(J) Community centers as part of a multiple-family complex, provided the community center is located within setbacks no less than any other structure permitted in the district; does not exceed the height or size of the principal buildings(s); and shall be subject to the parking standards as set forth in §§ 153.345 through 153.351. For purposes of this division (K), of the term **COMMUNITY CENTERS** shall include meeting space, offices, bathrooms, indoor pool, indoor recreational space, limited kitchen facilities and related storage;.

~~(L) A state licensed adult day care facility serving up to 16 adults;~~

~~(M) A state licensed adult foster care serving up to 16 adults;~~

~~(N) Shelter for battered persons serving a total of up to 16 persons, including adults and children;~~

~~(O) Chemical dependency treatment facility serving a total of up to 16 persons. The facility may not be located in a duplex or multi-family dwelling unless it occupies the entire structure. The facility shall be located at least 600 feet, when measured in a straight line from the property line in which the facility is located to the property line of the following:~~

~~(1) A licensed child day care facility;~~

~~(2) A public or private educational facility classified as an elementary, middle, junior high or senior high school; or~~

~~(3) Single family or two family use.~~

~~(P) Overnight shelter facility serving a total of up to 16 persons, including adults and children. The facility may not be located in a duplex or multi-family dwelling unless it occupies the entire structure; or~~

~~(Q) Transitional housing facility serving a total of up to 16 persons, including adults and children. The facility may not be located in a duplex or multi-family dwelling unless it occupies the entire structure.~~

§ 153.127 PERMITTED ACCESSORY USES.

Within the R-4 Multiple-Family District, the following uses shall be permitted accessory uses: any permitted accessory use regulated in the R-1A District, § 153.052.

§ 153.128 LOT AREA, HEIGHT, LOT WIDTH AND YARD REQUIREMENTS.

(A) The following minimum requirements shall be observed subject to additional requirements, exceptions and modifications as set forth elsewhere in this chapter. Minimum requirements for three or more dwelling units:

(1) Lot area per dwelling unit: 3,500. For dwelling units with more than two bedrooms, an additional 1,750 square feet is required;

(2) Lot width: 200 feet;

(3) Yard, building setback:

(a) Front: 50 feet, plus one foot per foot of building height over 50 feet;

(b) Side: 40 feet, plus one-half foot per foot of building height over 50 feet;
and

- (c) Rear: 40 feet, plus one-half foot per foot of building height over 50 feet.
- (4) Distance between principal structures: 50 feet.
- (B) Building height: no maximum height for buildings with three or more units.
- (C) Storage space requirement: a minimum of 96 cubic feet of miscellaneous storage space shall be provided for each dwelling within the principal structure containing the unit. The space shall be in addition to normal storage space provided in wardrobes, cabinets and closets or linen closets.
- (D) (1) Exterior walls of all principal structures must be covered only with siding (e.g., wood, vinyl, aluminum or metal horizontal lap), stucco, brick, glass or other comparable material as approved by the Zoning Administrator.
- (2) Prohibited materials include, but are not limited to, cloth, fabric, canvas, plastic sheets, tarps, tarpaper, insulation, sheet metal and corrugated metal.

SECTION 4. AMENDMENT. Section 153.206 of the West St. Paul City Code regarding conditional uses in the B-5 is hereby amended as follows:

§ 153.206 CONDITIONAL USES.

Within the B-5 Gateway North Mixed Use District, no structure or land shall be used for the following uses, except by conditional use permit:

- (A) Accessory structures;
- (B) Private garages, provided:
 - (1) Principal use of the property is mixed-use;
 - (2) Property includes owner occupied residential unit;
 - (3) Structure meets the provisions of § 153.380. In addition metal framing and metal roofing is not allowed;
 - (4) Carport structures must be secured to a cement slab or footing.
- (C) Funeral homes and mortuaries;
- (D) Dental or medical office or clinic;
- (E) Mixed-use residential/commercial;

(F) Museums, art galleries, theaters;

~~(G) Nursing homes, or retirement homes, provided the site shall contain not less than 600 square feet of lot area for each person to be accommodated and that no building shall be located less than 30 feet from the side lot line;~~

~~(H)~~(G) On-sale liquor establishments;

~~(H)~~(H) Outdoor seating, provided it complies with the requirements of § 153.156(G);

~~(I)~~(I) R-3 and R-4 residential dwelling units;

~~(K)~~(J) Veterinary establishments limited to domestic animals and conducted entirely within a building;

~~(L)~~(K) Offices of a general nature, other than medical or dental, where the employment within the building does not exceed 50 persons and the operations do not include retail sales or warehousing on the site;

~~(M)~~(L) Elderly community education center, provided that it is located in a building that contains a civic or community center or a multifamily elderly residential housing facility;

~~(N)~~(M) Retirement homes ~~or elderly housing with services establishment~~, provided that the site shall contain not less than 3,500 square feet of lot area per dwelling unit.

(1) Parking facilities shall be equal to one space for each dwelling unit and proof of the availability of one additional space per unit.

(2) All parking facilities in this section shall comply with §§ 153.345 through 153.351.

~~(O)~~(N) Off-street parking;

~~(P)~~(O) Drive-through lanes, provided they meet the conditions in § 153.156(D); or

~~(Q)~~(P) Discount stores.

SECTION 6. AMENDMENT. The following section is added to the West St. Paul City Code prohibiting certain uses in the R-3 zoning district:

§ 153.114 PROHIBITED USES

Within the R-3 Townhouse, 3-8 Unit Residential District, the following uses are prohibited:

(A) Housing with services establishments registered under Minn. Stat. Chapter 144D.

SECTION 7. AMENDMENT. The following section is added to the West St. Paul City Code prohibiting certain uses in the R-4 zoning district:

§ 153.129 PROHIBITED USES

Within the R-4 Multiple Family 3-16 Unit Residential District, the following uses are prohibited:

- (A) Housing with services establishments registered under Minn. Stat. Chapter 144D.

SECTION 8. AMENDMENT The following section is added to the West St. Paul City Code prohibiting certain uses in the B-1 zoning district:

§ 153.145 PROHIBITED USES

Within the B-1 Limited Business District, the following uses are prohibited:

- (A) State-licensed residential care facilities;
- (B) Housing with services establishments registered under Minn. Stat. Chapter 144D.

SECTION 9. AMENDMENT The following section is added to the West St. Paul City Code prohibiting certain uses in the B-2 zoning district:

§ 153.160 PROHIBITED USES

Within the B-2 Neighborhood Business District, the following uses are prohibited:

- (A) State-licensed residential care facilities;
- (B) Housing with services establishments registered under Minn. Stat. Chapter 144D.

SECTION 10. AMENDMENT The following section is added to the West St. Paul City Code prohibiting certain uses in the B-3 zoning district:

§ 153.175 PROHIBITED USES

Within the B-3 General Business District, the following uses are prohibited:

- (A) State-licensed residential care facilities;
- (B) Housing with services establishments registered under Minn. Stat. Chapter 144D.

SECTION 11. AMENDMENT The following section is added to the West St. Paul City Code prohibiting certain uses in the B-4 zoning district:

§ 153.192 PROHIBITED USES

Within the B-4 Shopping Center District, the following uses are prohibited:

- (A) State-licensed residential care facilities;
- (B) Housing with services establishments registered under Minn. Stat. Chapter 144D.

SECTION 12. AMENDMENT The following section is added to the West St. Paul City Code prohibiting certain uses in the B-5 zoning district:

§ 153.210 PROHIBITED USES

Within the B-5 Gateway North Mixed Use District, the following uses are prohibited:

- (B) Housing with services establishments registered under Minn. Stat. Chapter 144D.

SECTION 13. AMENDMENT The following section is added to the West St. Paul City Code prohibiting certain uses in the B-6 zoning district:

§ 153.225 PROHIBITED USES

Within the B-6 Town Center Mixed Use District, the following uses are prohibited:

- (A) State-licensed residential care facilities;
- (B) Housing with services establishments registered under Minn. Stat. Chapter 144D.

SECTION 14. AMENDMENT The following section is added to the West St. Paul City Code prohibiting certain uses in the I-1 zoning district:

§ 153.239 PROHIBITED USES

Within the I-1 Light Industrial District, the following uses are prohibited:

- (A) State-licensed residential care facilities;
- (B) Housing with services establishments registered under Minn. Stat. Chapter 144D.

SECTION 15. AMENDMENT The following section is added to the West St. Paul City Code prohibiting certain uses in the I-2 zoning district:

§ 153.254 PROHIBITED USES

Within the I-2 General Industrial District, the following uses are prohibited:

(A) State-licensed residential care facilities;

(B) Housing with services establishments registered under Minn. Stat. Chapter 144D.

SECTION 16. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The ordinance is intended to mirror state law regarding the permission of certain residential care facilities in residential zoning districts. Since these uses are now categorized as being either licensed or registered with the state, the individual types of uses no longer need to be identified. Facilities serving 6 or fewer people are permitted uses in single-family zoning districts, while facilities with 7-16 people require a conditional use permit in multi-family zoning districts. Since these uses would be inappropriate for commercial or industrial districts, language was added to prohibit them in most of these areas.

SECTION 17. 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