CITY COUNCIL MEETING

MUNICIPAL CENTER COUNCIL CHAMBERS

1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118

MONDAY, MARCH 23, 2020
6:30 P.M.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Adopt the Agenda**

5. **OCWS Briefing**

6. **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.

7. **Council Comments**

8. **Proclamations, Presentations and Recognitions**

   A. Confirming a State of Emergency

      Documents:

      COUNCIL REPORT - AFFIRMING STATE OF EMERGENCY 032320.PDF
      RESOLUTION 20-033 DECLARING A STATE OF EMERGENCY FOR COVID-19 (SIGNED).PDF

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

   A. List of Claims for March 23, 2020

      Documents:

      3.23.20 LIST OF CLAIMS.PDF

   B. Police Department/City Hall Change Order #2

      Documents:

COUNCIL REPORT - APPROVE CH CHANGE ORDER .PDF
G701-2017 - TWO.PDF
3.18.20 LETTER TO RYAN SCHROEDER.PDF

C. City Licensing

Documents:

COUNCIL REPORT - CITY LICENSING.PDF
RESOLUTION - PGA REACH MINNESOTA CHARITY EVENTS.PDF

D. Rental Licensing

Documents:

COUNCIL REPORT - RENTAL LICENSING.PDF

E. Final Payment for the Forcemain 1 Replacement Project CP 18-6

Documents:

COUNCIL REPORT - FINAL PAYMENT CP 18-6.PDF

F. Minnesota State Aid Traffic Count Contract

Documents:

COUNCIL REPORT - MSA TRAFFIC COUNT CONTRACT.PDF

G. Authorization of Solicitation of Transportation Alternatives Grant

Documents:

COUNCIL REPORT - AUTHORIZATION OF TAP GRANT APPLICATION.PDF
RESOLUTION - AUTHORIZATION OF TAP GRANT APPLICATION.PDF
ATTACHMENTS - AUTHORIZATION OF TAP GRANT APPLICATION.PDF

H. Receiving Housing Rehab Loan Servicing Documents

Documents:

COUNCIL REPORT - LOAN SERVICING DOCUMENT RECEIPT 032320.PDF
WEST ST PAUL HOME IMP. GUIDELINES DRAFT KLL CLEAN 3-2-20.PDF
WEST ST PAUL PROMISSORY NOTE - 3-5-20.PDF
WSP SCHEDULE 2 CRF.PDF
WSP SCHEDULE 1 CRF.PDF
CRF CONTRACT.PDF

I. Thompson/Oakdale Bike and Pedestrian Feasibility Report Update

Documents:

COUNCIL REPORT - THOMPSON OAKDALE BIKE PED FEAS UPDATE.PDF
ATT. - THOMPSON OAKDALE BIKE PED UPDATE.PDF

10. **Public Hearing**

A. Conditional Use Permit, Site Plan, and Rezoning Applications for the Construction of a 54-unit Apartment Building at 895 Robert Street – Dakota County CDA

Documents:

COUNCIL REPORT - MULTIPLE APPLICATIONS FOR NORTH GATEWAY REDEVELOPMENT.PDF
ATTACHMENTS - MULTIPLE APPLICATIONS FOR NORTH GATEWAY REDEVELOPMENT.PDF
RESOLUTION 20-XX - SITE PLAN NORTH GATEWAY REDEVELOPMENT.PDF
RESOLUTION 20-XX - CUP NORTH GATEWAY REDEVELOPMENT.PDF

B. Conditional Use Permit, Site Plan, and Preliminary Plat Applications for the Expansion of an Existing Building at 110 Crusader Avenue – Net Ministries

Documents:

COUNCIL REPORT - MULTIPLE APPLICATIONS FOR NET MINISTRIES EXPANSION.PDF
ATTACHMENTS - NET MINISTRIES EXPANSION.PDF
RESOLUTION 20-XX - SITE PLAN NET MINISTRIES EXPANSION.PDF
RESOLUTION 20-XX - CUP NET MINISTRIES EXPANSION.PDF
RESOLUTION 20-XX - PRELIMINARY PLAT NET MINISTRIES.PDF

C. Final Reading of Ordinance No. 20-003 Vacating Easements Along Robert Street

Documents:

COUNCIL REPORT - VACATION OF ROBERT STREET EASEMENTS SECOND READING.PDF
ORDINANCE 20-003 VACATING EASEMENTS.PDF

D. Final Reading of Ordinance No. 20-004 Amendment Regarding Body Art

Documents:

COUNCIL REPORT - FINAL READING ORDINANCE AMENDMENT REGARDING BODY ART.PDF
03-23-2020 PUBLICATION ORDINANCE CHANGE TO BODY ART TATTOOING.PDF
ORDINANCE 20-004 AMENDING BODY ART ORDINANCE.PDF

E. Final Reading of Ordinance No. 20-005 Amendment Regarding Pawn Shop and Precious Metal Dealers

Documents:

COUNCIL REPORT - FINAL READING ORDINANCE AMENDMENT REGARDING PAWN BROKER REPORTING.PDF
03-23-2020 PUBLICATION ORDINANCE CHANGE TO PAWN BROKER AND PRECIOUS METAL DEALER REPORTING.PDF
ORDINANCE 20-005 REGARDING AN AUTOMATED PAWN SYSTEM FOR PAWNBROKERS AND PRECIOUS METAL DEALERS.PDF

11. **New Business**

A. Plat Amendment for 150 Thompson Ave E and 1510 Robert St - HyVee, Inc.

Documents:

COUNCIL REPORT - HYVEE PLAT AMENDMENT.PDF
ATTACHMENTS - HYVEE PLAT AMENDMENT.PDF
RESOLUTION 20-XX - HYVEE PLAT AMENDMENT.PDF

B. First Reading of an Ordinance Repealing Section 33.03 of the West St. Paul City Code Regarding Prevailing Wage

Documents:

COUNCIL REPORT - PREVAILING WAGE 032320.PDF
ATT. - DAKOTA COUNTY PREVAILING WAGE.PDF
ATT. - PW 032320.PDF
ORDINANCE - REPEALING SECT 33.03 REGARDING PREVAILING WAGE.PDF
RESOLUTION - ESTABLISHING A PREVAILING WAGE POLICY FOR PUBLIC PROJECTS.PDF

12. **Old Business**

13. **Adjourn**

If you need an accommodation to participate in the meeting, please contact the ADA Coordinator at 651-552-4108 or email ADA@wspmn.gov at least 5 business days prior to the meeting

www.wspmn.gov EOE/AA

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

From: **Ryan Schroeder, City Manager**

Date: **March 23, 2020**

Confirming a State of Emergency

BACKGROUND INFORMATION:

In response to the COVID-19 Pandemic, Mayor Napier declared a State of Emergency on March 20, 2020. That declaration remains in effect for three days unless confirmed by the City Council. That confirmation, in accordance with the resolution, remains in effect until it is determined no longer necessary.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Affirm the declaration of State of Emergency.

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CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-033

RESOLUTION DECLARING A LOCAL EMERGENCY

WHEREAS, on January 21, 2020 the first case of COVID-19 was detected in the United States in a traveler returning from Wuhan City, Hubei Province, China; and on March 6, 2020 the first case of COVID-19 was detected in the State of Minnesota in Ramsey County; and

WHEREAS, the City's Emergency Management Division has been preparing for weeks, working diligently with local, state, and federal partners to maintain situational awareness and respond to COVID-19; and

WHEREAS, as of March 14, 2020 the World Health Organization Situation Report confirms a total of 142,539 cases of COVID-19 in 135 countries, including 5393 deaths; and as of March 15, 2020 a total of 35 cases of COVID-19 have been reported in Minnesota; and

WHEREAS, additional local cases will trigger a more aggressive public health response and are predicted to impact residents and those who work in or travel through the City; and the need for social distancing, school closings, and quarantine methods to stop the spread of COVID-19 is expected to cause significant challenges; and

WHEREAS, the City Manager and the Emergency Management Team find that this situation threatens the health, safety, and welfare of the citizens of the community and will cause a significant impact on the ability of public safety personnel to address any immediate dangers to the public as a result of COVID-19; and

WHEREAS, the City Manager and the Emergency Management Team find that traditional sources of financial aid, assistance and relief will not be able to compensate for the potential impact of COVID-19 and additional coordination and assistance on resources, including employees that will be needed from Dakota County, the State of Minnesota, and Federal resources.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor of the City of West St. Paul, County of Dakota, State of Minnesota, under the authority of Minnesota Statutes Section 12.29, declares that a state of emergency exists within the City, effective March 20, 2020, with all the powers and responsibilities attending thereto as provided by Minnesota Statutes, Chapter 12.

BE IT FURTHER RESOLVED that all City departments and offices are directed to operate and support the response to this incident, under the direction and coordination of the Emergency Management Division, including implementing new employee protocol, strategies and processes to ensure that the public services are maintained.

BE IT FURTHER RESOLVED that this State of Emergency will remain in effect until the emergency status no longer requires emergency response and recovery efforts.

Passed this 20th day of March 2020.

David J. Napier, Mayor

Attest:

Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Char Stark, Finance Director**

Date: March 23, 2020

List of Claims

BACKGROUND INFORMATION:

Invoices to be paid

FISCAL IMPACT:

$1,001,791.36

STAFF RECOMMENDATION:

Approve payment of the attached

CITY OF WEST ST PAUL

Summary of List of Claims

Council Meeting of March 23, 2020

PAYROLL CHECK REGISTER:

Payroll Period	2/24/20 - 3/08/20	
Date Paid	3/13/2020	
Direct Deposit		$168,554.28
Payroll Period		
Date Paid		
Direct Deposit		
TOTAL NET PAYROLL		$168,554.28

DISBURSEMENT CHECK REGISTER:

Checks	131974 - 132076	$585,335.22
EFTS	784 - 796	$247,901.86
TOTAL DISBURSEMENT CHECKS		$833,237.08
TOTAL PAYROLL, DISBURSEMENTS, ACH AND WIRE TRANSFERS		$1,001,791.36

CITY OF W.S.P

Payment Register

From Payment Date: 3/10/2020 - To Payment Date: 3/23/2020

Number	Date	Payee Name	Transaction Amount
AP-1 - Accounts Payable			
Check			
131974	03/23/2020	24RESTORE	$3,025.18
131975	03/23/2020	ALL PRO LAWN CARE & SNOW REMOVAL	$450.00
131976	03/23/2020	BAUER BUILT INC	$1,050.00
131977	03/23/2020	BDI (78)	$144.10
131978	03/23/2020	BOLTON & MENK INC	$2,482.00
131979	03/23/2020	BRAUN INTERTEC CORPORATION	$292.50
131980	03/23/2020	BRIE CATER	$918.22
131981	03/23/2020	CENTURYLINK	$384.70
131982	03/23/2020	CHLIC-BLOOMFIELD EASC	$3,378.77
131983	03/23/2020	CINTAS CORPORATION	$171.52
131984	03/23/2020	COMCAST	$235.68
131985	03/23/2020	CONTINENTAL SAFETY EQUIPMENT	$87.00
131986	03/23/2020	CORPORATE MARK INC	$41.98
131987	03/23/2020	CUB FOODS - WEST ST PAUL	$93.83
131988	03/23/2020	CUMMINS SALES & SERVICE	$52.72
131989	03/23/2020	CURTIS 1000, INC - MINNESOTA	$939.70
131990	03/23/2020	DAKOTA COUNTY ENVIRONMENTAL	$84.00
131991	03/23/2020	DAKOTA COUNTY FINANCIAL SERV	$45,893.69
131992	03/23/2020	DAKOTA COUNTY PROPERTY RECORDS	$2,864.00
131993	03/23/2020	DAVIS EQUIPMENT CORP	$37,553.39
131994	03/23/2020	DELL MARKETING	$964.52
131995	03/23/2020	DODGE NATURE CENTER	$645.99
131996	03/23/2020	DOMAIN LISTINGS	$228.00
131997	03/23/2020	EHLERS & ASSOCIATES	$4,247.50
131998	03/23/2020	EMERGENCY AUTOMOTIVE TECH	$1,006.59
131999	03/23/2020	ESPINOZA, BERTHA	$100.00
132000	03/23/2020	ESS BROTHERS & SONS INC	$230.00
132001	03/23/2020	EVERGREEN LAND SERVICES	$240.00
132002	03/23/2020	EVOLUTION SOCCER	$26.33
132003	03/23/2020	FURTHER	$632.25
132004	03/23/2020	GALLS INC	$56.51
132005	03/23/2020	GENERAL SECURITY SERVICES	$59.85
132006	03/23/2020	GOODIN COMPANY	$103.46
132007	03/23/2020	GOPHER STATE ONE-CALL	$122.85
132008	03/23/2020	INVER GROVE FORD	$404.56
132009	03/23/2020	J R'S APPLIANCE	$168.00
132010	03/23/2020	JONNIED AND CO	$886.15
132011	03/23/2020	JOSEPH E JOHNSON & SONS CONSTRUCTION	$1,000.00
132012	03/23/2020	KODIAK DEVELOPMENT LLC	$46.46
132013	03/23/2020	LANGUAGE LINE SERVICES	$50.78
132014	03/23/2020	LAW ENFORCEMENT LABOR SERVICES	$1,860.00
132015	03/23/2020	LEAGUE OF MN CITIES	$275.00

132016	03/23/2020	LEVANDER, GILLEN & MILLER	$29,884.89
132017	03/23/2020	LMCIT	$317.34
132018	03/23/2020	LMCIT- INS PREMIUMS	$53,901.00
132019	03/23/2020	LOFFLER COMPANY-SUPPLIES	$222.00
132020	03/23/2020	LOGIS	$62.50
132021	03/23/2020	LUBE-TECH & PARTNERS, LLC	$291.80
132022	03/23/2020	M P P O A	$404.00
132023	03/23/2020	M T I DISTRIBUTING	$1,219.32
132024	03/23/2020	MACQUEEN EQUIPMENT INC	$5,141.07
132025	03/23/2020	MARCO TECHNOLOGIES LLC- LEASE PAYMENT	$1,534.70
132026	03/23/2020	MENARDS	$870.10
132027	03/23/2020	METROPOLITAN COUNCIL	$181,986.26
132028	03/23/2020	MIDWAY FORD	$516.34
132029	03/23/2020	MIDWEST SOUND DJ ENTERTAINMENT	$445.00
132030	03/23/2020	MINGER CONSTRUCTION COMPANY, INC	$85,295.94
132031	03/23/2020	MN BENEFIT ASSOCIATION	$1,081.99
132032	03/23/2020	MN DEPT OF PUBL SAFTY -EPCRA	$25.00
132033	03/23/2020	MN DEPT-EMPL & ECON DEV	$6,850.00
132034	03/23/2020	MN GLOVE	$642.87
132035	03/23/2020	MN NCPERS LIFE INSURANCE	$208.00
132036	03/23/2020	MN TEAMSTERS LOCAL #320	$1,266.00
132037	03/23/2020	NAPA AUTO PARTS	$71.74
132038	03/23/2020	NATURE CALLS	$175.50
132039	03/23/2020	NORTHERN TOOL & EQUIPMENT	$349.99
132040	03/23/2020	O DAY EQUIPMENT	$687.95
132041	03/23/2020	O'REILLY AUTOMOTIVE, INC	$116.76
132042	03/23/2020	OFFICE OF MNIT SERIVICES	$310.00
132043	03/23/2020	ORKIN COMMERCIAL SERVICES	$65.00
132044	03/23/2020	PLAZA TV	$46.48
132045	03/23/2020	PLEAA	$40.00
132046	03/23/2020	POWERPLAN/R D O EQUIPMENT	$247.40
132047	03/23/2020	R & R SPECIALTIES	$37.50
132048	03/23/2020	RADIOTRONICS INC	$83.70
132049	03/23/2020	RED WING BUSINESS ADVANTAGE ACCOUNT	$800.45
132050	03/23/2020	REUSE MINNESOTA	$200.00
132051	03/23/2020	RR DONNELLEY	$141.15
132052	03/23/2020	S ST PAUL, CITY OF	$750.00
132053	03/23/2020	SAVATREE	$1,017.00
132054	03/23/2020	SCHLOMKA'S PORTABLE RESTROOMS	$140.00
132055	03/23/2020	SFDMG, LLC	$6,462.09
132056	03/23/2020	SPARTAN PROMOTIONAL GROUP	$594.97
132057	03/23/2020	SPRWS	$1,435.88
132058	03/23/2020	ST PAUL PIONEER PRESS	$222.31
132059	03/23/2020	STREICHER'S	$58.98
132060	03/23/2020	SUBURBAN TIRE WHOLESALE INC	$1,200.00
132061	03/23/2020	SUN LIFE FINANCIAL	$2,740.66

132062	03/23/2020	T - MOBILE	$2,868.80
132063	03/23/2020	THE VANELLA GROUP OF MN, LLC	$157.79
132064	03/23/2020	THUMB THINGS	$200.00
132065	03/23/2020	TOWMASTER	$1,685.16
132066	03/23/2020	TRANSUNION RISK & ALTERNATIVE	$50.00
132067	03/23/2020	TRIDISTRICT COMMUNITY EDUCATION	$2,780.00
132068	03/23/2020	TRUEMAN WELTERS	$16,360.13
132069	03/23/2020	TWIST OFFICE PRODUCTS	$49.29
132070	03/23/2020	ULINE SHIPPING SUPPLIES	$424.71
132071	03/23/2020	UPS STORE	$10.32
132072	03/23/2020	WASTE MANAGEMENT	$1,200.24
132073	03/23/2020	WENCK ASSOCIATES, INC	$4,784.86
132074	03/23/2020	WOLD ARCHITECTS & ENGINEERS	$5,157.87
132075	03/23/2020	XCEL ENERGY	$45,460.55
132076	03/23/2020	ZEP MANUFACTURING COMPANY	$486.09
Type Check Totals:			$585,335.22
EFT			
784	03/17/2020	FURTHER	$5,400.00
785	03/17/2020	I C M A	$250.00
786	03/17/2020	I C M A RETIREMENT TRUST - ROTH	$310.00
787	03/17/2020	IRS - PR TAXES	$54,151.00
788	03/17/2020	MII LIFE --- VEBA	$3,479.02
789	03/17/2020	MN DEPT OF REVENUE - PR TAXES	$10,567.87
790	03/17/2020	MSRS - 457	$2,754.51
791	03/17/2020	MSRS HCSP	$3,502.78
792	03/17/2020	PUBLIC EMPLOYEES RETIRMNT ASSN	$55,654.41
793	03/23/2020	HIGHER STANDARDS INC	$828.39
794	03/23/2020	DEARBORN NATIONAL	$581.41
795	03/23/2020	FURTHER	$223.07
796	03/23/2020	BLUECROSS BLUESHIELD	$110,199.40
Type EFT Totals:			$247,901.86
AP-1 - Accounts Payable Totals			
		TOTAL CHECKS & EFTS	$833,237.08

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

From: **Ryan Schroeder, City Manager**

Date: **March 23, 2020**

Approve City Hall Change Order #2

BACKGROUND INFORMATION:

Last November the City awarded the construction contract for remodel of the Police facilities and adjacent spaces to Parkos Construction. Since bid award Council has approved one change order. Enclosed, please find information regarding alterations from the initial project bid contained within Change Order #2. WOLD Architects has reviewed each of the project amendments and is recommending approval of Change Order #2 in the amount of $63,503.29.

FISCAL IMPACT:

Project is currently within the $1.1 million project budget

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

By motion approve Change Order #2 in the amount of $63,503.29

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AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
City of West St. Paul Police Renovation
(Commission No. 192110)
1616 Humboldt Avenue
West St. Paul, Minnesota 55118

CONTRACT INFORMATION:
Contract For: General Construction

Date: November 20, 2019

CHANGE ORDER INFORMATION:
Change Order Number: Two (2)

Date: March 18, 2020

OWNER: *(Name and address)*
City of West St. Paul
1616 Humboldt Avenue
West St. Paul, Minnesota 55118

ARCHITECT: *(Name and address)*
Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, Minnesota 55101

CONTRACTOR: *(Name and address)*
Parkos Construction
1010 S. Robert Street
West St. Paul, Minnesota 55118

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

GCPR 8 – ADD $1,114.00

GCPR 9 – ADD $7,811.00

GCPR 10 – ADD $583.00

GCPR 12 – ADD $1,926.00

GCPR 13 – NO COST CHANGE

GCPR 14 – REJECTED

GCPR 17 – DEDUCT $101.00

GCPR 18 – DEDUCT $885.87

GCPR 18A – ADD $1,117.76

GCPR 20 – DEDUCT $3,282.00

PR 3 – ADD $36,434.00

PR 4 –COST INCLUDED IN CO #1 AS GCPR #7

PR 5 – ADD $1,160.17

PR 6 – ADD $17,626.23

TOTAL CHANGE ORDER NO. 2 ADD $63,503.29

The original Contract Sum was	$	752,600.00
The net change by previously authorized Change Orders	$	42,665.00
The Contract Sum prior to this Change Order was	$	795,265.00
The Contract Sum will be increased by this Change Order in the amount of	$	63,503.29
The new Contract Sum including this Change Order will be	$	858,768.29

The Contract Time will be unchanged by Zero (0) days.

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User Notes: (3B9ADA58)

The new date of Substantial Completion will be June 1, 2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wold Architects and Engineers	Parkos Construction	City of West St. Paul
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
Melissa Stein		
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Melissa Stein, Associate		
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
3.18.2020		
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA58)

March 18, 2020

Ryan Schroeder
City Administrator
City of West St. Paul
1616 Humboldt Avenue
West St. Paul, Minnesota 55118

Re: City of West St. Paul
Police Renovation
Commission No. 192110

Dear Ryan:

We have concluded our review of various contract changes for the renovation of the West St. Paul Police Facility and the following recommendations represents a fair value for the work. This change order includes the following items:

GCPR 8 **ADD** **$1,114.00**
It was requested by the Owner to salvage the existing casework instead of demolishing it. This cost reflects careful removal of the casework into storage and demolition of existing furniture that was not previously removed prior to demolition.

GCPR 9 **ADD** **$7,811.00**
It was requested by the Owner to add a DAS System to the lower level. The cost reflects the labor and materials.

GCPR 10 **ADD** **$583.00**
Per Owner's request, this cost reflects the demolition of existing light switches to the Main Lobby of the building and relocating them to a more accessible area.

GCPR 12 **ADD** **$1,926.00**
The cost reflects the addition of 11 additional receptacles in Council Chambers A101, Storage Room A102, and Domestic Assault Room A141.

GCPR 13 **NO COST CHANGE**
Changes in this GCPR include increasing the ceiling joist from 4″ to 6″ structural stud to adequately support the ACT ceiling and installation of 5/8″ gypsum board instead of 1″ gypsum board. There is no cost change as the cost to switch stud sizes (add) is equivalent to the cost to install thinner sheetrock (deduct).

GCPR 14 **REJECTED**
This revision was requested by the Owner to relocate the Lower Level electrical panels. The cost was rejected by the Owner and the electrical panels will remain in its existing location.

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

PLANNERS
ARCHITECTS
ENGINEERS

GCPR 17 **DEDUCT** **($101.00)**
The existing ceiling cassette split system A/C unit was discovered to only be functional on the interior side with the exterior side no longer operating. The cost to add a new ductless split system was rejected by the Owner. Not adding a new cooling system is acceptable to the Owner. The deduct cost reflects removal of the existing cooling unit and condenser.

GCPR 18 **DEDUCT** **($885.87)**
This cost reflects the change in floor finish from tile to carpet in Corridor A134 due to the existing raised, computer floor system. The cost includes materials and installation of carpet.

GCPR 18A **DEDUCT** **($1,117.76)**
Due to the existing asbestos conditions, it was approved by the Owner to remove the existing floor tile finish in the alcove west of the Corridor A134. This cost reflects the labor and materials to provide new flooring in this space.

GCPR 20 **DEDUCT** **($3,282.00)**
Per request of the subcontractor and tile lead times, tile selections for the toilet rooms, locker rooms, and both Main Level and Lower Level corridors were revised to be provided through one vendor.

PR 3 **ADD** **$36,434.00**
It was requested by the Owner to update finishes in all the existing offices on the Main Level. The cost reflects the removal asbestos, new paint and flooring in the offices, removal of wall in Office A139, relocation of Corridor A134 walls, and revised casework.

PR 4 **COST INCLUDED IN CO #1**
This PR includes adding a 2" floor drain beneath the existing fire protection riser in the mechanical room off the Men's Locker Room and the removal of an existing floor drain in Room A010. This cost will stay as submitted in GCPR #7 in Change Order #1.

PR 5 **ADD** **$1,160.17**
Due to an existing storm water pipe location, the wall shared between Evidence Vault A011 and Men's Locker Room A003 was reconfigured to have this pipe on the Evidence Vault side. This resulted to a new locker arrangement and relocation of door A003B into the adjacent mechanical room. Additionally, on the main level, bulk heads were added in the corridors where existing walls are removed.

PR 6 **ADD** **$17,626.23**

This cost reflects a new wall, requested by the Owner, to be installed to create Storage A013 to enclose electrical equipment, and a new door to be added and located into the Men's Toilet Room. Exposed block in the Men's Toilet Room will also be covered and finished with gypsum board. Ductwork and grilles were added to the Lower Level toilet rooms to assure for proper ventilation. Existing light fixtures in the Lower Level will be salvaged for reinstallation in the corridors and mechanical rooms. Power locations are also relocated and switches are added to the mechanical rooms off the toilet rooms. On the Main Level, data cables in phase two are removed with the exception of rough-ins.

Total Change Order No. 02 **ADD** **$63,503.29**

Once approved by the City Council, please have this Change Order signed and returned to my attention. If you have any questions, please do not hesitate to call.

Sincerely,

Wold Architects and Engineers

Melissa Stein
Associate

cc: Nou Xiong, Wold

MW/CI_WestStPaul/192110/crsp/mar20

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Police Department**

Date: **March 23, 2020**

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.

2020 Business Licenses – Background Required

Application to Conduct Off-Site Gambling (LG230) (Raffle) for PGA REACH Minnesota Charity Events, to be held at Southview Country Club, 239 Mendota Road East, on June 12, 13, and 14, 2020.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Liquor License Fee	101	30000	32110	
Other License Fee	101	30000	32199	
Background Fee	101	30000	34208	25.00
			Total:	25.00

STAFF RECOMMENDATION:

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

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION CONCURRING WITH THE ISSUANCE OF AN APPLICATION TO CONDUCT OFF-SITE GAMBLING PGA REACH MINNESOTA CHARITY EVENTS

WHEREAS, PGA REACH Minnesota Charity Events has made application to the Gambling Control Board to Conduct Off-Site Gambling on June 12, 13, 14, 2020; and

WHEREAS, the City has no objection to said activity.

NOW, THEREFORE, BE IT RESOLVED that the West St. Paul City Council hereby concurs with the issuance of an Off-Site Gambling Permit by the Gambling Control Board to PGA REACH Minnesota Charity Events for an event to be held on June 12, 13, 14, 2020 at Southview Country Club, 239 Mendota Road East, West St. Paul, Minnesota, and hereby waives the 30-day waiting period.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 23rd day of March 2020.

Attest:

David J. Napier, Mayor	Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Melissa Sonnek, City Planner**

Date: **March 23, 2020**

Rental Licensing

BACKGROUND INFORMATION:

2020 rental licenses – background required

According to the rental dwelling ordinance, the city requires a background investigation for each new rental property owner/applicant. In addition, the Police Department and Code Enforcement reviews 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 properties listed below did not identify any incidents that would result in a denial of the rental license.

APPLICATIONS FOR APPROVAL:

124 Stanley Street East (Apartment – Renewal)

1033/1035 Winslow Avenue (Duplex – New Owner)
1049 Gorman Avenue (Duplex – Renewal)
1051 Seminole Avenue (Duplex – Renewal)
190/194 Arion Street East (Duplex – Renewal)
172/174 Haskell Street East (Duplex – Renewal)
401/403 Butler Avenue East (Duplex – Renewal)
1053 Sperl Street (Duplex – Renewal)
1000 Oakdale Avenue (Duplex – Renewal)

81 Orme Street East #5 (Townhome – Renewal)

1331 Ohio Street (Single Family – New)
949 Allen Avenue (Single Family – Renewal)
991 Smith Avenue (Single Family – Renewal)
1166 Smith Avenue (Single Family – Renewal)
332 Bernard Street West (Single Family – Renewal)
482 Annapolis Street West (Single Family – Renewal)
1051 Ottawa Avenue (Single Family – Renewal)
1060 Ottawa Avenue (Single Family – Renewal)
865 Bidwell Street (Single Family – Renewal)
192 Bernard Street East (Single Family – Renewal)

FISCAL IMPACT:

		Amount
Fund:	**101**	
Department:	**30000**	
Account:	**32170**	**$ 3,096.50**

STAFF RECOMMENDATION:

Staff recommends City Council approve the rental license applications.

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Ross Beckwith, Public Works & Parks Director/City Engineer**

Date: **March 23, 2020**

Final Payment for the Forcemain 1 Replacement Project CP 18-6

BACKGROUND INFORMATION:

All work on the Forcemain 1 Replacement Project has been completed in accordance with the plans and specifications. The contractor, Minger Construction Company, Inc. has submitted all necessary paperwork and a request for final payment.

FISCAL IMPACT:

The original contract amount for this project was $1,015,333.70. Previously approved change orders totaled $70,228.27 for a revised contract amount of $1,085,561.97. The total amount of work completed on the contract was $1,060,175.59 which is 4.4% over the original contract amount. The final payment to the contractor will be $85,295.94.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve payment 4 and final for the Forcemain 1 Replacement Project, City Project 18-6 in the amount of $85,295.94 to Minger Construction Company, Inc.

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Ross Beckwith, Public Works & Parks Director/City Engineer**

Date: **March 23, 2020**

Minnesota State Aid Traffic Count Contract

BACKGROUND INFORMATION:

The City of West St. Paul (WSP) is required to collect traffic volumes on our state aid streets every four years and submit that data to the Minnesota Department of Transportation (MnDOT). The last count in WSP was in 2017, setting us up for a 2021 count. However, MnDOT recently revamped their MSA counting system/software. They are calling 2020 'year one' for their new system. While we are not required to count our MSA streets this year, staff recommends getting in line with the new start year. We would then be required to count again in 2024. There are 41 designated count locations in our city.

With the upcoming Robert Street Underpass Project starting in July, it is important to complete MSA counts prior as traffic will be using alternate routes to avoid Robert Street and thus skewing count data. In addition, it is important to collect counts adjacent to schools while they are still in session. These are both conditions of this MSA traffic count contract.

FISCAL IMPACT:

A proposal was received from WSB & Associates, who successfully performed our MSA counts in 2017, for $4,655 to perform counts, recounts and submit data to MnDOT in the new system. The 2021 General Fund – Streets Contractual Services budget has $4,000 in 2021 for MSA traffic counts. Staff recommends performing these counts in 2020.

STAFF RECOMMENDATION:

Staff recommends that City Council award a contract to WSB & Associates, Inc. for MSA traffic counts in the amount of $4,655.

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Melissa Sonnek, City Planner**

Date: **March 23, 2020**

Authorization of Transportation Alternatives Program (TAP) Grant Application

BACKGROUND INFORMATION:

City Staff is proposing to apply for a federal grant as a part of the Transportation Alternatives Program (TAP). Dakota County Active Living has agreed to pay for a grant writer to assist the City in preparing the grant application. Although not required as part of the application process, Staff is recommending that Council approve the attached resolution authorizing the solicitation of the two grants. Staff is requesting approval for the grant application for a combination of trail/sidewalk along Thompson/Oakdale Avenues. This segment has been identified as a high priority gap in Dakota County's Bike/Pedestrian Plan.

FISCAL IMPACT:

The grant application is for an 80/20 cost share. Since Thompson and Oakdale are both County roads, the county would likely share a cost of the project if the grant is awarded.

STAFF RECOMMENDATION:

Staff recommends City Council approve the resolution supporting the City's grant application.

ATTACHMENTS:

Resolution
Map of Project Area

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR A FEDERAL TRANSPORTATION ALTERNATIVES (TAP) GRANT

WHEREAS, the Metropolitan Council and the Transportation Advisory Board has announced a solicitation for 2024/2025 Federal Transportation Alternatives Program (TAP) funds; and

WHEREAS, the program will fund up to 80 percent of project right of way and construction costs; and

WHEREAS, non-federal funds must be at least 20 percent of the project costs; and

WHEREAS, an application must be submitted by April 15, 2020 for consideration; and

WHEREAS, City Staff has identified a combination of trail and/or sidewalk along Oakdale Avenue as a project that may qualify for funding under this program; and

WHEREAS, the proposed project is identified in the Pedestrian and Bicycle Master Plan as well as identified as a priority gap in the Dakota County Bicycle and Pedestrian system; and

WHEREAS, the Dakota County Transportation Cost Share Policy states that matching funds may be available for the portion of the proposed project.

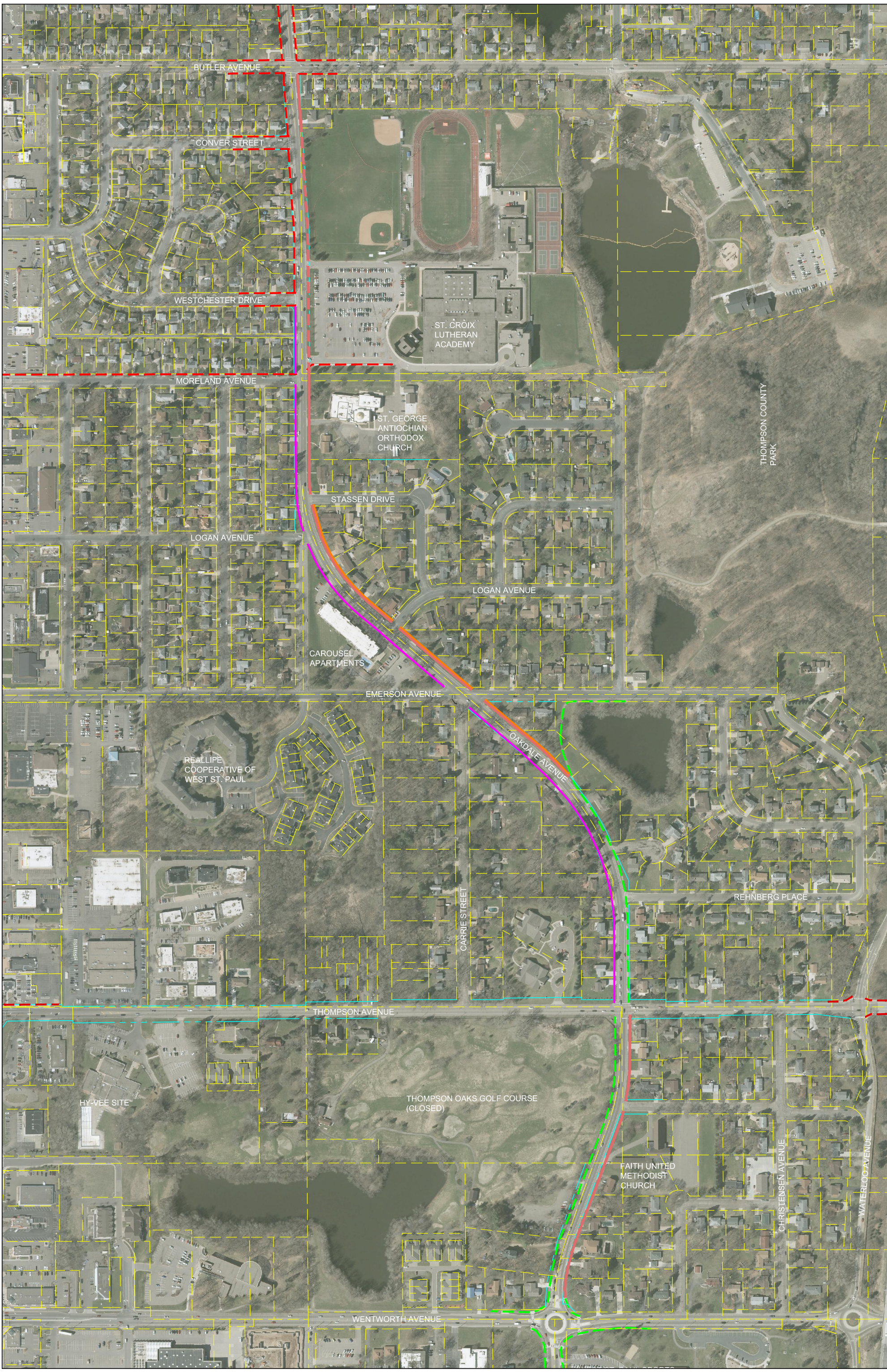
NOW, THEREFORE, BE IT RESOLVED that the West St. Paul City Council approved the submittal of the Federal Transportation Alternatives Program (TAP) application as described above.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 23rd day of March 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk



K:\TWC_Civil\City\WEST_STPAUL\THOMPSON & OAKDALE FEAS STUDY\CAD\Plan Sheets\Exhibits\THOMPSON_OAKDALE PROJECT LAYOUT_11x17 OAKDALE OPTION A.dwg February 21, 2020 – 8:46am

Kimley»Horn

EXISTING TRAIL
EXISTING WALK
PROPOSED TRAIL
OPTIONAL WALK
POTENTIAL RETAINING WALL LOCATION
TRAIL BY OTHERS

OAKDALE AVENUE EXHIBIT (OPTION A)

NORTH

0 180 360
HORIZONTAL SCALE IN FEET

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

From: **Ryan Schroeder, City Manager**

Date: **March 23, 2020**

Receive Housing Rehab Loan Servicing Documents

BACKGROUND INFORMATION:

The City Council and the EDA have authorized budget to provide a pilot housing rehab program. Enclosed are documents related to marketing and servicing these loans. These same documents will be on a future EDA meeting for approval.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

By motion accept receipt of Housing Rehab marketing and loan servicing documents.

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NeighborWorks® HOME PARTNERS
creating homeowners building community
Main Office:
533 Dale Street North
Saint Paul, MN 55103
Minneapolis Office:
1930 Glenwood Avenue
Minneapolis, MN 55405
P: 651-292-8710
F: 651-292-0473
nwhomepartners.org

West St. Paul Economic Development Authority
Home Improvement Loan Program

PROGRAM GUIDELINES

Program Description: This loan program is designed to assist homeowners to maintain and improve their properties by offering flexible below-market rate financing. The program is administered by the NeighborWorks Home Partners (NWHP).

Eligible Properties: All properties must be located in the City of West St. Paul, specifically in the project area which is south of Annapolis Street, north of Butler Avenue, east of Robert Street and West of Waterloo Avenue. Only owner- occupied single-family detached homes are eligible.

Eligible Improvements: Eligible work shall include repairs or replacement to:

1. Improve the exterior of the property
2. Correct local or state code deficiencies
3. Complete system improvements such as HVAC, electrical and plumbing
4. Other repairs or replacements as approved by the EDA

Ineligible Improvements: Ineligible work shall include recreational or luxury improvements, such as a swimming pool or Jacuzzi, working capital, payment for owner's labor, debt service, refinancing existing debts and other work items determined by NWHP to be ineligible.

Loan Amount: The minimum loan amount is $5,000. The maximum loan amount is $15,000. A household may receive up to two loans concurrently for different projects, as long as they are current on their existing loan and the sum of the two loans does not exceed the maximum loan amount of $15,000.

Interest Rate: The loans are offered at an below-market interest rate determined by NWHP.

Income Eligibility: The income limit ranges from 80-120% of Area Medium Income (AMI) adjusted by household size.

Loan Term: The maximum possible maturity on the loan is 15 years. Loan term can be flexible based on eligibility.

Loan Security: All loans will be secured by a Promissory Note and a Mortgage in favor of the West St. Paul Economic Development Authority (EDA).

Debt-to-Income Ratio: Applicants must have the ability to repay the loan. Applicants who have a potential debt-to-income ratio in excess of 50% will be denied.

Loan-to-Value Ratio: Applicants who have a potential loan-to-value (LTV) ratio in excess of 100% will be denied.

Underwriting: Applicant must be current on mortgage payments, property taxes and all consumer credit. The NWHP practices prudent underwriting and follows generally accepted industry standards.

Work by Owner: Work can be performed on a "sweat equity" basis. Loan funds are for materials only, not for labor or tools. The NWHP construction manager will determine if the owner has the ability to properly complete the work within the program time requirement. Material must be purchased and installed prior to the disbursement of the loan proceeds.

OTHER GENERAL CONDITIONS AND PROCEDURES:

1. **Rehabilitation Consulting:** The NWHP construction manager will be available to borrowers to advise them about proposed projects prior to obtaining bids and will review all bids for reasonableness. Two bids must be obtained for all projects for which at least $5,000 of funds will be spent.

2. **Loan Costs:** A non-refundable credit report fee is due at the time of application: $55.13 per married couple; $27.69 per non-married borrower. An Owners and Encumbrance Report will be ordered to examine title. The cost of this report is $75.00 and may be included in the loan amount. There will also be an origination fee of $150 may be included in the loan amount. Mortgage filing fees and mortgage registration tax will be paid by the borrower at closing.

3. **Initial Applications for Funding:** Applications will be accepted by the NWHP on an ongoing basis and processed on a first-come, first-served basis, as funds are available until all program funds are committed.

4. **Contractors & Permits:** Contractors must be properly licensed by the state of Minnesota when required. Permits must be obtained when required by city code. **Do not sign a contract prior to the closing on your loan. Any work begun in advance of the loan closing will not be eligible to be paid for by the loan.**

5. **Work Completion:** Weather permitting, all work must be completed within 120 days of the loan closing.

6. **Total Project Cost:** It is the borrower's responsibility to obtain the amount of funds necessary to finance the entire cost of the work. If the final cost exceeds the loan amount, the borrower must obtain the additional funds. NWHP can direct borrowers to additional financing sources. The additional funds needed to complete the project must be paid to the contractor prior to NWHP release funding to the contractor.

7. **Custody of Funds:** Loan funds will remain in the custody of the NWHP until payment is made for completed work.

8. **Disbursement Process:**

   a. Payment to the contractor (or owner) will be made after completion of the work. An inspection will be performed by the City and/or NWHP to verify the completion of the work.

   b. The following items must be received before the funds can be released:

      1.) **Final Invoice** from each contractor showing all amounts paid and due
      2.) **Original Lien Waiver** from each contractor
      3.) **W-9** from each contractor
      4.) **Completion Certificate** signed by each contractor and the borrower
      5.) **Evidence of all Permits Closed Out**
      6.) **Material Receipts** for sweat equity projects
      7.) **Final Inspection** and approval by the NWHP. The above items must be provided to NWHP to begin the preparation of the check(s). Lien waivers must be provided before the funds will be released.

   c. Payment checks may take up to 10 business days to prepare after the above items are received. Payments will only be made for work completed and approved.

PROMISSORY NOTE

$12,705.00 West St. Paul, Minnesota
Dated: **March xx, 2020**

Jane Smith and John Smith, (married to each other), ("Borrower") whose address is **XXX Sixth Street North,** West St. Paul, Minnesota 55118, ("Property") hereby acknowledge themselves to be indebted and for the value received, hereby promise to pay to the order of the **West St Paul Economic Development Agency,** a public body corporate and politic under the laws of the State of Minnesota, ("Lender") whose address is 1616 Humboldt Avenue, West St. Paul, Minnesota 55118, the principal sum of **Twelve Thousand Seven Hundred Five and No/100 Dollars ($12,705.00)** in lawful money of the United States, together with interest on the unpaid principal balance at the Interest Rate which shall be payable by consecutive installments in accordance with the terms and conditions set forth herein and the amortization schedule attached to this Note, which is hereby incorporated by reference. .

1. **Interest Rate.** The interest rate ("Interest Rate") on this Note shall be a fixed rate of three and a half percent (3.5%) per annum, calculated on a 360-day year.

2. **Monthly Payments.** This Note shall be payable in successive monthly installments of **Blank and no/100 Dollars ($xx.xx)** beginning on the **1st day of May, 2020**, and continuing and due on the **1st** day of each month thereafter until the **1st day of April, 20xx** the "Maturity Date" when the entire unpaid principal and accrued interest shall be due and payable in full.

3. **Late Fee.** If the Lender has not received the full monthly payment as required in this Note on or before the 10th day after the due date of said monthly payment, Lender will charge Borrower a late fee of five percent (5%) of the amount of the monthly payment due **($x.xx)**.

4. **Insufficient Funds.** Lender will charge Borrower Fifteen Dollars ($15.00) for each check or automatic payment withdrawal request that is returned unpaid due to insufficient funds or for any other reason.

5. **Prepayment Penalty.** Borrower has the right to pay the principal evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month. If the Borrower makes a partial prepayment, there will be no changes in the due date or in the amounts of the monthly payment unless Lender agrees in writing to those changes. Upon the occurrence of an Event of Default, the Lender shall have the right to apply any future prepayments in such a manner as the Lender shall solely determine.

6. **Mortgage.** This Note is secured by a Mortgage (the "Mortgage") in favor of the Lender on the "Property" as legally described in the Mortgage.

7. **Event of Default.** As used herein, the term "**Event of Default**" shall mean the occurrence or existence of one or more of the following events, whatever the reason, whether voluntary, involuntary or effected by operation of law, namely:

   (a) Borrower failure to make any payment within fifteen (15) days of due date, whether by acceleration of maturity or otherwise, of any interest due under this Note or any fee or other sum payable to the Lender under this Note; or

   (b) Borrower failure to commence and complete Property rehabilitation as defined in the Loan Agreement one hundred twenty (120) days of the date hereof; or

   (c) Borrower sells, assigns, conveys, or transfers the Property without paying Lender the full amount due under this Note: or

   (d) Property is no longer Borrower's primary principal place of residence; or

   (e) Except for failure to pay principal or interest, any other default in any material respect by the Borrower in the performance or observance of any agreement, covenant, condition, provision or term contained in this Note, the Mortgage, the Loan Agreement, or any document incident thereto which shall remain unremedied for thirty (30) days or more after receipt of notice thereof by Borrower from the Lender; or

   (f) Borrower failure to obtain or maintain insurance coverage on the Property as required by the Mortgage; or

8. **Automatic Acceleration upon Event of Default.** The outstanding principal balance of this Note shall become due and payable upon both of the following happening:

   (a) The occurrence of an Event of Default; and

   (b) Lender giving notice to Borrower that Lender has elected to require acceleration, and that the outstanding principal balance of this Note is due and payable.

9. **Right of Set Off by Lender.** Upon the occurrence of an Event of Default, Lender shall have the right to set off the full amount due hereunder by the Borrower to the Lender.

10. **Lender Rights.** The rights and remedies of the Lender, as provided herein or by law or equity, in the Mortgage or the Loan Agreement, shall be cumulative and concurrent, and may be pursued singularly, successively, or together at the sole discretion of the Lender.

11. **Enforcement Costs.** Upon the occurrence of an Event of Default or at any time thereafter, Borrower promises to pay all costs of collection of this Note, including but not limited to reasonable attorneys' fees paid or incurred by the Lender on account of such collection, whether or not suit is filed with respect thereto and whether such cost or expense is paid or incurred prior to or after the entry of judgment.

12. **WAIVER TO TRIAL BY JURY. BORROWER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY UNDER ANY ACTION OR PROCEEDING ARISING DIRECTLY OR INDIRECTLY OUT OF THIS NOTE.**

13. **Waiver.** Borrower waives every present and future defense, cause of action, counterclaim or setoff which Borrower may now have or hereafter may have to any action by the Lender in enforcing this Note.

14. **Amendments.** The provisions contained in this Note may not be amended, except through a written amendment signed by Borrower and the Lender.

15. **Notices.** Any notices hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by First-Class mail, addressed as follows:

If to Borrower:	[Name] [Address] West St. Paul, MN 55118
If to Lender:	West St. Paul Economic Development Authority Attn: [name] 1616 Humboldt Ave West St. Paul, MN 55118
With a Copy to:	Attorney for City of West St. Paul Attn: Korine L. Land LeVander, Gillen & Miller, P.A. 633 South Concord Street, Suite 400 South St. Paul, MN 55075

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if personally served on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

16. **Governing Law.** This Note shall be governed by the laws of the State of Minnesota, provided that such laws are not otherwise preempted by federal laws and regulations. In the event of any litigation pertaining to this Note, the exclusive forum, venue and place of jurisdiction shall be in Dakota County, Minnesota.

17. **Assignment.** This Note shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties; provided however, that Borrower may not assign, transfer or delegate any of the rights or obligations under this Note.

18. **Words of Construction.** Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first above written.

BORROWER:

By: _____

By: _____

Exhibit A
[amortization schedule]

CRF USA

Capital for Communities – Opportunities for People®

Schedule 2 -Pricing

Activity	Description	Pricing
Contract Origination, Investor Setup and Conversion	Contract origination, Set up investor structure and conversion of loans	$ 500.00 One-time fee
New Loan Setup	Loan Boarded to servicing system and quality control review and welcome letter	$ 35.00 One-time fee per loan
Standard Servicing Activities	Payment processing, billing notices, customer service, client reporting,	$ 9.00 per loan per month
Collection Activity 15-59 Days Delinquent	Calls, Collection Letters, Emails	$15.00 per delinquent loan
Collection Activity 60+ Days Delinquent	Calls, Collection Letters, Emails	$20.00 per delinquent loan
Mortgage/Deed of Trust Satisfaction Preparation	Create mortgage/deed of trust satisfaction	$ 40.00 One-time fee
Subordination Preparation	Prepare and review subordination	$ 300.00 per item (Borrower Paid)
Escrow Management	Maintain escrow accounts, pay taxes and/or insurance	$10.00 per loan per month
Real Estate Tax Monitoring	Verification of taxes if no escrow required	$5.00 per loan per month
Insurance Monitoring	Verification of insurance if no escrow required	$5.00 per loan per month
Final /Special Processing Transaction	For Charge-off, foreclosure, service release, and paid in full no longer active on the servicing system	$40.00 per transaction
Occupancy/Homestead Verification	Complete verification to determine if borrower still living in home if required per program loan documents	$80.00 per hour
Special Report Programming	Special report creation not included in standard report package	$150.00 per hour
Special Reporting Distribution	Monthly maintenance for special reports created for distribution	$80.00 per hour, but fee will be set based on actual time determined and set to a fixed fee
Special Project work	Special requests, such as assistance in audit preparation, special mailings etc…	$80.00 per hour plus any charges that may be incurred from 3rd party vendor.
Non Standard Servicing Activities	Any additional activities required for servicing a loan not specified in contract	$80.00 per hour, fee will be set based on time to complete task on a regular basis
De-Conversion	De-convert loans from servicing system	$50.00 per loan One- time fee
Default Management	Example of activities: Repayment plan, Forbearance, Deferment, Extension	Fee based on specific event

****MINIMUM MONTHLY SERIVICING FEE $100.00****

CRF USA

Capital for Communities – Opportunities for People®

Schedule 1 Servicer Duties

CONTRACT ORIGINATION, INVESTOR SETUP AND CONVERSION

- **Contract Origination-**Origination of Contract and schedules.
- **Investor Setup-** Servicer will set up Client in the servicing system so the software is able to assign loans and produce reports for the Client.
- **Portal Access set up-**Servicer will set up access on portal for Client authorized personnel. Client will have the ability to access investor reports, view key details of Client loans, plus comments related to those loans.
- **Loan Conversion -**On the agreed upon date, the investors loans will be imported from file provided, or built into Servicers system manually (if permitted by Servicer).

NEW LOAN SET UP

- **Loan Boarding-** Subsequent to Loan Conversion, Servicer will receive information from Client on new loans originated by Client in an agreed upon format for boarding the loan into the Servicer's servicing system. Within 3 days of receipt, Servicer will board the new loan using the information provided.
- **Quality Control Review-**Upon boarding, the loan will be reviewed prior to activation) to verify the data entered to servicing system agrees with the terms of the promissory note provided by Client.
- **Welcome Letter-**A welcome letter will be sent to the borrower following Loan Boarding. This form letter shall include the toll-free customer service number as well as an email address that are available for the borrower to use should they have questions regarding their loan (see below).
    - An ACH form will be included with the letter for the borrower to complete and return to CRF if they would like their payments drafted automatically.
    - The letter will also contain instructions for the borrower to request and receive access to Loan Portal where they may access their loan information and also make loan payments.

STANDARD SERVICING (Deferred or Amortizing)

- **Billing-** Borrowers with loans that have regularly scheduled payments will receive billing statements on a monthly basis or appropriate frequency based on terms of the promissory note.
    - Billing statements will not be sent to borrower with deferred loans.
- **Process Loan Payments-**Servicer shall process payments of principal, interest and any fees remitted by the borrower. Funds will be deposited to a custodial account for the benefit of the Client.
- **Customer Service-** Servicer shall provide scheduled customer service from 8:00AM – 4:30 PM CST. The customer service team is available through the toll-free phone number or email at loanservicing@crfusa.com . All inquiries will be responded to within one (1) business day.
- **Borrower Portal Access -** Borrowers are able to setup portal access and view loan information on the loan portal as well as schedule their loan payments. (Setup instructions are included in the Welcome letter and on the portal).
- **Payoff Requests-**Servicer will issue payoff statement requests within two (2) business days. Servicer will require borrower authorization when information is requested via third party.
- **Routine Communications -** Servicer will note its file and promptly inform Client of its receipt of any formal notices of events affecting Borrowers. This includes notices of foreclosure, bankruptcy, property casualty, death of obligors,

and similar items (collectively "Formal Notices"). Conversely, Client will promptly inform Servicer of any Formal Notices it receives, as well as any modifications to the loan terms which Client undertakes without the participation or knowledge of Servicer. Note that any special servicing Client requires Servicer to perform are described in the attached Special Servicing section below.

- **Monthly Reporting-** Servicer will provide standard monthly reporting to Client and on the 1st business day of the month. The standard reports include the following: Loan Trial Balance, Aged Delinquency, Principal and Interest Collections, New Loans (boarded), and Paid Loans. Special reports may be added at an additional cost for programming and periodic completion.
- **Monthly Funds Remittance-**Servicer shall remit collected funds less servicing fee to Client by the 10th business day of the month. Late charges will be retained by Servicer. Funds will be remitted via ACH. An invoice will be distributed detailing the servicing fees.
- **Annual IRS Reporting-**Servicer shall provide borrowers with the required IRS annual Form 1098 tax reporting.

MORTGAGE/DEED OF TRUST SATISFACTION PREPARATION

- **Loan Payoffs**- Servicer shall draft mortgage satisfactions 10 business days after loan is paid in full to ensure funds received are cleared. Satisfaction is sent to Client for signature.

SUBORDINATION PREPARATION

- Servicer will review submitted information based on the Client's program requirements. Servicer will forward to Client for signature. Note: This fee is borrower paid.

ESCROW MANAGEMENT

- Servicer shall process payments for insurance and/or real estate taxes in a timely manner from the borrower's escrow balance. Servicer shall provide annual escrow analysis statements

REAL ESTATE TAXES MONITORING

- Servicer shall monitor that Real Estate taxes have been reported as paid in a timely manner; either of its own accord, or through a third party service.

INSURANCE MONITORING

- Servicer shall monitor insurance coverage expiration, and request renewal certificate of insurance from borrowers, with the intent of helping ensure insurance coverage is in place and that the Client is named as insured; either of its own accord, or through a third party service.

FINAL TRANSACTION / SPECIAL PROCESSING

- In special circumstances such as a charge-off, foreclosure, servicing release or any other transaction that is processed on a loan that is not paid in full but is no longer an active loan on the servicing system.
    - This does NOT include processing a paid in full transaction.

OCCUPANCY/HOMESTEAD VERIFICATION

- Servicer shall verify per the requirements of the Clients specific loan program if the borrower is still living in the home and/or has the property homesteaded.

DEFAULT MANAGEMENT

- **Early Delinquency -** Servicer will make reasonable efforts to maintain loans in a current status and will make reasonable periodic efforts to contact borrowers who are delinquent, in order to encourage payment. Such efforts will be limited to those loans that are no more than 59 days past due.
    - Servicer will follow customary, usual and prudent business practices in its collection efforts.

    - Servicer will send payment reminders each month for loans 15 – 29 days past due and collection letters for loans 31- 59 days past due.
- **Late Delinquency -** Servicer will make reasonable efforts to contact Borrowers, solicit payments, and return loans to a current status, where the loan has reached 60 or more days past due, in order to encourage payment.
    - Servicer will follow customary, usual and prudent business practices in its collection efforts.
    - Servicer will send formal default letters for loans reaching 75 or more days past due.
- **Loan Modifications** – Servicer shall respond to Client or Borrower requests for modifications to their loan terms, including Repayment Plans, Forbearance Agreements, Deferments, Extensions, Short Sales (Pre-Foreclosure Sales), or Negotiated Releases of collateral, obligors or guarantors.
    - Servicer shall make no decisions independent of the Client. Client shall have final approval of any Loan Modifications, unless Client has instructed Servicer in writing that it may approve Loan Modifications.
    - Servicer will follow customary, usual and prudent business practices in its review and processing of Loan Modifications, and to keep Client informed of the status of such requests.
    - Both Client and Servicer recognize that time is of the essence in responding to and approving or declining Loan Modification requests.
    - Servicer shall monitor Borrowers who have received Loan Modifications, as required by the modification, and make such changes to the loan record as required by the modification terms.
- **Special Servicing** - Servicer shall perform special servicing actions and steps for loans subject to formal legal proceedings, including Bankruptcy, Foreclosure, Deed-in-lieu of Foreclosure, Collections suits, Repossession, and Charge-offs involving either an obligor(s) or guarantor(s).
    - Servicer shall make no decisions or take actions independent of the Client, who shall have final say in approval of any Special Servicing actions (other than routine steps taken to protect or preserve Clients interests), unless Client has instructed Servicer in writing that it may approve and take such actions.
    - Servicer will follow customary, usual and prudent business practices in its review, processing, and management of Special Servicing of Client loans, and to keep Client informed of the status of loans.
    - Both Client and Servicer recognize that time is of the essence in responding to and approving or declining Special Servicing Actions.
    - Servicer shall monitor Borrowers who have subject to Special Servicing, as required by the governing legal proceedings or requirements, and make such changes to the loan record as required to reflect the Special Servicing requirements. With respect to Bankruptcy, the Special Servicing shall include Filings, Proof of Claim, Repayment Plan setup and monitoring, and discharge/Completion processing.
- **Other Servicing** - Servicer shall perform the following additional servicing actions and steps for loans as requested by Client. Servicer will follow customary, usual and prudent business practices in its completing these services. The Client shall bear all of Servicer's out of pocket costs for third parties related to these items.
    - REO Marketing
    - Insurance Inspections
    - Default Inspections
    - Property Valuation or Appraisal
    - Property Preservation and security

ADDITIONAL SERVICES

SPECIAL REPORT PROGRAMMING

- Optional reports may be requested by Client and agreed to by Servicer. These reports will be programmed and provided on a frequency as requested by Client and agreed to by Servicer.

- This service is provided based on an hourly rate. The Client acknowledges that Servicer shall advise the Client of estimated time required for the programming, testing and scheduling of such report, and that Client is responsible for the costs of design, programming and provision of such reports.

SPECIAL REPORT DISTRIBUTION

- If a special report built per Clients request requires any type of regular or periodic maintenance or manual intervention to maintain it, then such report(s) will be billed to Client based on an hourly rate.

SPECIAL PROJECT WORK

- Any additional work that Client may request of Servicer that is not included in the Servicing contract or otherwise described in an exhibit or addendum to the contract. This may include activities such as audit preparation, reconciliation or special mailing preparation and distribution.

NON STANDARD SERVICING ACTIVITIES

- Any activities not included in the standard servicing activities that may be required by the Client are described below:
    - [Insert description]
    - [Insert description]
    - [Insert description]

LOAN SERVICING AGREEMENT

BETWEEN

COMMUNITY REINVESTMENT FUND, INC.

AND

WEST ST. PAUL ECONOMIC DEVEOPMENT AUTHORITY

(THE "AGREEMENT")

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LOAN SERVICING AGREEMENT

THIS AGREEMENT is entered into as of March XX, 2020, by and between Community Reinvestment Fund, Inc., a Minnesota nonprofit corporation with an office at 801 Nicollet Mall, Suite 1700W, Minneapolis, MN 55402 ("Servicer") and West St. Paul Economic Development Authority with an office at 1616 Humboldt Avenue, West St. Paul, MN 55118. ("Client")

W I T N E S E T H

that in consideration of their mutual undertakings and payments provided for herein, the parties recite, covenant and agree as follows:

WHEREAS, Servicer is a nonprofit corporation engaged in the servicing of development loans; and represents that it is qualified and authorized to perform the services described herein; and

WHEREAS, Client originates, purchases, owns and/or manages loans that benefit economically distressed or declining areas, disadvantaged persons, neighborhood or community revitalization, foster job creation, or other section 501(c)(3) charitable purposes; and

WHEREAS, Servicer is authorized by Client to function as a servicing agent under the terms of this agreement; and

WHEREAS, the Client now desires to have Servicer perform the duties set forth herein for the loans covered by this Loan Servicing Agreement (the "Agreement")

NOW THEREFORE, Servicer and the Client agree as follows:

Section 1. Duties of Servicer. Servicer shall, at all times and with respect to all loans identified by Client (the "Client Loans") which it has been engaged by the Client to service, employ its normal and regular servicing activities in the servicing of Client Loans to perform those responsibilities specifically set forth on Schedule 1 (the "Services"). The parties acknowledge that, from time to time, the Services may be modified at the request of the Client and agreement by the Servicer. Such changes shall be mutually agreed upon and are not effective unless agreed to in writing by the execution of a revised Schedule 1.

Section 2. Effective Date. Servicer shall commence servicing activities under this Agreement effective on the XX day of March, 2020.

Section 3. Servicing Compensation and Reimbursement. The Client shall compensate Servicer for the Services in accordance with the fee schedule attached as Schedule 2 of this Agreement and reimburse Servicer for any of Servicer's out of pocket third-party costs of recordation, perfecting or releasing liens, legal costs incurred, servicing of notices, repossession, foreclosure, and other similar costs paid by Servicer on behalf of Client with respect to Servicer's actions on specific Client Loan(s) (the "Fees"). Servicer shall retain any late fees paid by borrower. Servicer shall invoice Client monthly and all invoiced Fees shall be paid as set forth in Schedule 2, which are due within thirty (30) days from the date of the invoice or as otherwise set forth in Schedule 2. Following the Initial Term, as hereinafter defined, Servicer may increase the Fees from time to time by providing an updated Schedule 2 to Client at least 30 days prior to effective date of the new Fee schedule.

Section 4. Initial Boarding of Client Loans.

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i. In making this agreement with Servicer, Client represents, warrants and agrees to provide to Servicer the information fields for each Client Loan and the documentation regarding the Client Loans for which it desires servicing under the terms of this Agreement ("Boarding"). Each Client Loan will be communicated to Servicer in a mutually agreed-upon electronic format or formats (in cases where more than one file format is needed by Servicer).

ii. The Client will cooperate with Servicer, and provide Servicer such information as may be necessary to perform its duties under this Agreement, reconcile any loan balance information provided to Servicer, and Servicer may rely in good faith on information provided to it by the Client.

Section 5. Ongoing Boarding of Client Loans.

i. From time to time, following the Effective Date of this Agreement, the Client may notify Servicer of newly-originated Loans for which it desires servicing under the terms of this Agreement.

ii. Each Client Loan will be communicated to Servicer in a mutually agreed-upon format.

iii. Client represents, warrants and agrees to cooperate with Servicer, and provide Servicer such information as may be necessary to perform its duties under this Agreement, reconcile any loan balance information provided to Servicer, and Servicer may rely in good faith on information provided to it by the Client.

Section 6. Reports the Property of Client. All reports, documents and material delivered by Servicer to Client pursuant to this Agreement are the exclusive property of the Client. Client may use any work product prepared by Servicer in such manner, for such purpose, and as often as Client shall deem advisable, in whole, in part or in modified form, without further compensation to Servicer.

Section 7. Nature of Agreement. Servicer shall perform all of its services and duties hereunder at its own expense and without cost or charge to the Client except as expressly provided in Schedule 2 of this Agreement. Servicer acknowledges that this Agreement does not constitute a joint venture; that the Client is not responsible for Servicer's acts, and that Servicer is acting as an independent contractor and not as agent for the Client except as may be specifically provided for herein.

i. Governmental Approvals. Servicer has obtained and will maintain in full force and effect, and satisfy at all times all related eligibility criteria in order to maintain in full force and effect, without material impairment, suspension or revocation, all municipal, local, or other applicable governmental approvals, registrations, qualifications, permits, licenses and other applicable authorizations that are required or necessary to perform and conduct the services and Servicer's business in accordance with Applicable Requirements, as hereinafter defined.

ii. For purposes of this Agreement "Applicable Requirements" shall mean:

(a) All applicable federal, state, and local legal and regulatory requirements binding upon the Servicer related to the performance of the Services.;

(b) All other applicable requirements and guidelines of each governmental and quasi-governmental agency, board, commission, instrumentality and other governmental body or office having jurisdiction over Servicer;

(c) All other judicial and administrative judgments, orders, stipulations, awards, writs, and injunctions applicable to the services, Servicer; and

(d) The reasonable and customary practices of prudent service providers that offer the same types of services as Servicer in the jurisdictions in which Servicer operates.

Section 8. Disaster Recovery.

i. Servicer shall take all reasonable precautions to safeguard information regarding the Client Loans to minimize the risk of loss from disaster disrupting business operations such as fire, flood, storm,

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epidemic illness, equipment failure, sabotage, terrorism, natural disaster, disaster caused by humans, or electronic data system failures;

ii. Servicer shall keep duplicate records of all electronic information in its possession pertaining to the Client Loans and shall store such records in a site remote from its main offices in the following manner:

(a) Full backups of daily files for 30 consecutive days;

(b) Full backups of month-end files for 7 years; and

(c) In the event of a natural disaster or catastrophic failure of Servicer's electronic data system, Servicer shall have a period not to exceed 45 days from the date of such catastrophe to recover or reconstruct such lost data necessary to comply with Section 1 hereof.

Section 9. Equal Employment Opportunity. Servicer shall comply with all applicable provisions of the Equal Credit Opportunity Act (15 U.S.C. § 1691 et seq.). Servicer is an equal opportunity employer and will not discriminate against any person on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, status with regards to public assistance, or any other characteristic protected by law.

Section 10. Compliance.

i. General. Servicer shall comply with all Applicable Requirements.

ii. Vendors. From time to time, Servicer may engage vendors to perform certain tasks that may be included in Servicer's performance of the Services. Servicer shall follow commercially reasonable practices designed to ensure that any Services performed by vendors are in compliance with the Applicable Requirements and this Agreement.

iii. Policies and Procedures. Servicer will maintain and follow written internal policies and procedures which satisfy all Applicable Requirements in connection with providing services to the Client, including without limitation policies and procedures for internal quality control, employee hiring and training, and other methods that ensure compliance.

iv. Audit Rights. The Client will have the right to audit Servicer, at the Client's own expense and not more than once per calendar year, in order to assure compliance with the terms of this Agreement. Servicer will provide full cooperation and will be responsible for assuring full cooperation by its employees and vendors in connection with such audits. Servicer will, and shall cause any vendor that performs tasks related to the Services to, allow the Client and its counsel, accountants, and other representatives, as well as the applicable regulatory authorities of the Client, reasonable access upon thirty (30) days advance notice and only during normal business hours, to all of Servicer and vendors' files, books and records directly relating to the Services performed for Client under this Agreement. Servicer will provide, and shall cause vendor to provide, to the Client, or obtain for the Client, access to such properties, records, and personnel as the Client may reasonably require, and shall provide the Client with Servicer's most recent audited financial statements and the names, resumes, and proof of any required licensures for all relevant personnel employed by Servicer , the Client and its representatives and affiliates shall treat all information obtained in such investigation that is not otherwise in the public domain as confidential.

Section 11. Indemnity. Servicer and Client each agree to indemnify, defend, and hold each other and each of their respective officers, directors, employees, agents, counsel, advisors and representatives (each, an "Indemnified Party") harmless from and against any and all claims, losses, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees and expenses that Indemnified Party may sustain in any way related to the failure of Servicer or Client to perform its duties in compliance with the terms of this Agreement. Notwithstanding the foregoing,

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i. Servicer shall not indemnify any such Indemnified Party if such acts, omissions or alleged acts constitute fraud, gross negligence, willful misconduct or breach of fiduciary duty by such Indemnified Party;

ii. Servicer shall not indemnify any such Indemnified Party, for any taxes, including without limitation any federal, state or local income or franchise taxes or other taxes, imposed on or measured by income received by such Indemnified Party (or any interest or penalties with respect thereto or arising from a failure to comply therewith) that are required to be paid by such Person in connection herewith to any taxing authority;

iii. Servicer and any director, officer, employee or agent of Servicer may rely on any document of any kind which it in good faith reasonably believes to be genuine and to have been adopted or signed by the proper authorities or persons respecting any matters arising hereunder;

iv. Servicer shall have no obligation to appear with respect to, prosecute or defend any legal action which is not incidental to this Agreement; and

v. Notwithstanding the foregoing, Servicer's indemnity of Client shall be limited to no more than the prior twelve months Servicing Compensation invoiced to and paid by the Client, excluding any third party costs paid by Servicer.

Section 12. Fidelity Bond. Servicer shall maintain with a responsible company, and at its own expense, a blanket fidelity bond and an errors and omissions insurance policy, in a minimum amount equal to $3,000,000, and a maximum deductible of $100,000, if commercially available, with coverage on all employees acting in any capacity requiring such persons to handle funds, money, documents or papers relating to the Client Loans ("Employees"). The fidelity bond shall insure the Client, its respective officers and employees against losses resulting from forgery, theft, embezzlement or fraud by such Employees. The errors and omissions policy shall insure against losses resulting from the errors, omissions and negligent acts of such Employees. No provision of this Section12 requiring such fidelity bond and errors and omissions insurance policies shall relieve Servicer from its duties as set forth in this Agreement. Upon the request of the Client, Servicer shall make available to the Client for their review, a true copy of such fidelity bond and errors and omissions insurance policy.

Section 13. Limitation of Liability. Servicer's role is strictly limited to the Services. Client will be solely responsible for making all decisions concerning the management of the Client Loans. At all times, Client will be responsible for the accuracy of all information provided to Servicer and Servicer may rely on any document of any kind which it, in good faith, reasonably believes to be genuine and to have been adopted or signed by the proper authorities or persons respecting any matters arising hereunder. The sole duty of Servicer is to exercise ordinary care in its performance of the obligations described in this Agreement. Client agrees that Servicer, its officers, directors, agents, and employees ("Servicer's Representatives") will not be liable for events or circumstances beyond their reasonable control, and the liability of Servicer and Servicer's Representatives will be limited to correcting errors caused by Servicer. Client and Servicer agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, ANY DAMAGES CLAIMED FOR LOSS OF INCOME, REVENUE, OR PROFITS OR FOR LOSS OF GOODWILL) ARISING FROM OR RELATED TO SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

THE EXCLUSIVE REMEDY AVAILABLE TO CLIENT SHALL BE THE RIGHT TO PURSUE CLAIMS FOR ACTUAL DAMAGES THAT ARE DIRECTLY CAUSED BY ACTS OR OMISSIONS THAT ARE BREACHES BY SERVICER OF ITS DUTIES UNDER THIS AGREEMENT. SERVICER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NEVER EXCEED THE TOTAL

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AMOUNT PAID BY CLIENT TO SERVICER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, EXCLUDING ANY THIRD PARTY COSTS.

Section 14. Term of Agreement; Termination. The initial term shall commence on the Effective Date and continue for a period of one (1) years (the "Initial Term"). Thereafter, the Agreement shall automatically renew for successive one (1) year periods, unless CRF or Client provides written notice of non-renewal to the other party at least sixty (60) days before the end of the current term. Notwithstanding the preceding, on the date corresponding to sixty days prior to the one year anniversary, the contract will automatically extend to the next one year anniversary date, unless notice of termination is given as specified in the following paragraph.

i. Either the Client or Servicer may terminate servicing by Servicer with respect to any Client Loan or all Client Loans upon ninety (90) days written notice delivered to the other party via email (and duly acknowledged by the other party) or upon a Servicer Termination Event (as defined below). Upon such termination, Servicer shall promptly supply appropriate reports, documents, promissory notes and other information as requested by the Client or any person or entity designated by the Client and shall use its best efforts to effect the orderly and efficient transfer of servicing to the Client or a new servicer designated by the Client subject to the fees described in Schedule 2.

ii. If any of the following events with respect to Servicer shall occur and be continuing, it shall be a "Servicer Termination Event":

(a) any failure by Servicer to remit any payment required to be made under the terms of the Agreement which continues un-remedied for a period of ten (10) business days after such payment was required to be made (and such cured failure shall not be deemed a Servicer Termination Event); provided, however, that any such failure shall not constitute a Servicer Termination Event if such delay or failure could not have been prevented by the exercise of reasonable diligence by Servicer, or such delay or failure was caused by an act of God or public enemy, acts of declared or undeclared war, terrorism, public disorder, rebellion, riot or sabotage, epidemics, landslides, lightening, fire, hurricanes, tornadoes, earthquakes, nuclear disasters or meltdowns or floods; or

(b) any breach by Servicer of the representations and warranties contained herein that materially and adversely affects the interests of the Client, or any failure on the part of Servicer to observe or perform in any material respect any of the covenants or agreements on the part of Servicer not described in subsection (a) and that continues unremedied for a period of thirty (30) days after the date on which notice of such breach, requiring the same to be remedied, shall have been given to Servicer by the Client; provided, however, that if Servicer certifies to the Client that Servicer is in good faith attempting to remedy such breach, such cure period will be extended to the extent necessary to permit Servicer to cure such breach, but in no event more than thirty (30) days from the date of receipt by Servicer of written notice of such breach; or

(c) a decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against Servicer and such decree or order shall have remained in force, undischarged or unstayed for a period of 60 days; or

(d) Servicer shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings of or relating to Servicer or of or relating to all or substantially all of Servicer's property; or

(e) Servicer shall admit in writing its inability to pay its debts as they become due, file a petition to take advantage of any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations.

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Section 15. Assignment of Rights. Servicer acknowledges that all right, title and interest in and to this Agreement may be assigned with prior written Servicer approval, such approval not to be unreasonably withheld, by the Client to its successor or any trustee designated by the Client, if any, and that the successor and trustee shall have the rights to enforce the same. Servicer may not assign its rights under this Agreement without the prior written consent of the Client.

Section 16. Independent Contractor. Nothing herein contained shall be deemed or construed to create a co-partnership or joint venture between the parties hereto and the services of Servicer shall be rendered as an independent contractor and not as agent for the Client, its successors and assigns, or any obligors or noteholders under the Client Loans.

Section 17. Amendments. This Agreement may not be amended or modified except by a written agreement signed by the parties in interest at the time of such modification. Notwithstanding the foregoing, Servicer may adjust the Fees by providing an updated Schedule 2 as set forth in Section 3 and all other Schedules may be changed by mutual agreement.

Section 18. Confidentiality. Neither the Client nor Servicer shall disclose or use any Confidential Information (as defined below in Section 18.v) of the other party or its affiliates without the express written authorization of such other party or its affiliates, and each party will keep such Confidential Information confidential and will ensure that its affiliates and advisors who have access to such Confidential Information comply with such non-disclosure and non-use obligations.

i. Notwithstanding the foregoing, the Client or Servicer may provide such Confidential Information as required pursuant to a court or administrative subpoena, court order or other such legal process or requirement of law; provided, however, that it shall endeavor to promptly notify the other of such request, order or requirement, unless such notice is prohibited by statute, rule, or court order. Nothing herein shall require either the Client or Servicer to fail to honor a subpoena, court or administrative order, or a requirement of law on a timely basis.

ii. Notwithstanding this section, Servicer is expressly permitted to release information to borrowers upon written request regarding their specific loans; and, following receipt of borrower's written authorization to release information, Servicer is expressly authorized to release such information regarding that borrower's loan to a third party.

iii. Servicer shall cause vendors, if any, not to use or disclose any Confidential Information of the Client except in compliance with this Agreement. Notwithstanding the foregoing, a vendor may disclose Confidential Information as required pursuant to a court or administrative subpoena, order or other such legal process or requirement of law; provided, however, that it shall first notify the Client of such request or requirement, unless such notice is prohibited by statute, rule or court order. Servicer shall not, on the Client's behalf, require a vendor to fail to honor a subpoena, court or administrative order, or a requirement of law on a timely basis. Servicer shall also cause vendors not to remove any Confidential Information from the Client premises without the Client's prior written authorization.

iv. Each party shall limit access to the other party's Confidential Information to only those of its employees and agents who require such access in performing their duties hereunder. Servicer agrees to either return the Confidential Information to the Client or destroy the Confidential Information upon completion of the work or, in any event, upon termination of the Agreement between the parties. Except as expressly provided in this Agreement, no ownership or license rights are granted in any Confidential Information. Notwithstanding the foregoing, Confidential Information may be disclosed to a party's accountants, attorneys, insurers, regulators and consultants. Notwithstanding the foregoing, a party may retain one archival copy of Confidential Information that may be used solely to demonstrate compliance with this Agreement, Applicable Law, and internal policies and procedures.

v. "Confidential Information" shall mean any information of Servicer, the Client or their respective affiliates (whether written or oral), including:

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(a) Financial information, marketing plans, and personnel records;

(b) Technical and non-technical data, including without limitation, customer lists, customer information, customer non-public information, fee schedules, forms, information, business and management methods, trade secrets, compilation and analysis of financial information and data to prepare and submit bids and proposals to third parties;

(c) Other proprietary or confidential information;

(d) Proprietary computer software, management information and information systems, whether or not such Confidential Information is disclosed or otherwise made available to one party or the other pursuant to this Agreement.

(e) Terms and provisions of this Agreement and any transaction or document executed by the parties pursuant to this Agreement. Confidential Information does not include any information that:

(1) is or becomes generally available to and known by the public (other than as a result of an unpermitted disclosure directly or indirectly by the receiving party or its affiliates, advisors, or representatives);

(2) is or becomes available to the receiving party on a non-confidential basis from a source other than the furnishing party or its affiliates, advisors, or representatives, provided that such source is not and was not bound by a confidentiality agreement with or other obligation of secrecy to the furnishing party of which the receiving party has knowledge at the time of such disclosure; or

(3) has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement with or other obligation of secrecy to the furnishing party.

Section 19. Notices. All notices and communications as part of this Agreement must be in writing and, except as otherwise agreed to, must be delivered, mailed, faxed, or telegraphed to the following addresses:

i. If to Servicer, to:

Community Reinvestment Fund, Inc.
801 Nicollet Mall, Suite 1700W
Minneapolis, MN 55402
Attention: Loan Servicing
Phone: (612) 248-8043
Email: loanservicing@crfusa.com

With a copy to:

Community Reinvestment Fund, Inc.
801 Nicollet Mall, Suite 1700W
Minneapolis, MN 55402
Attention: CFO
Phone: (612) 338-3050
Email: Compliance@crfusa.com

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ii. If to the Client, to:

West St. Paul Economic Development Authority
1616 Humboldt Avenue
West St. Paul, MN 55118
Attention:
Phone:
Email:

iii. Each such notice shall be effective upon receipt by the recipient.

Section 20. Governing Law. This Agreement and each transaction consummated hereunder shall be deemed to be made under the internal laws of the State of Minnesota and shall be construed in accordance with and governed by the laws of said State, without regard to the choice of law rules of that State, except to the extent that any of such laws may now or hereafter be preempted by Federal law.

Section 21. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

Section 22. Prior Agreement. This Agreement supplements any and all prior agreements between Servicer and Client related to the Client Loans. In the event of a conflict between this Agreement and any prior agreement between Servicer and Client related to the Client Loans, this Agreement shall prevail, unless otherwise provided herein.

Section 23. Authorized Persons: Client agrees to maintain a proper and complete log of individuals with access to client portal and receipt of reports, either orally or in writing, with respect to Client Loans or Client reports; and to promptly inform Servicer of any changes to those persons having access to or receiving reports or information about Client Loans as first set forth in Schedule 4, and Servicer shall not be responsible for any correspondence with or access provided to any such individual who is approved to interact with Servicer.

Section 24. Records: Servicer shall retain all records relating to a Loan for at least one year following termination of this Agreement or one year from maturity or payoff of a Loan unless such documentation is requested by and delivered to Client at an earlier date. The records will be maintained in either hard copy or machine-readable (electronic) format. In the event Servicer is no longer in existence, its successor shall continue to retain such records as provided above or deliver the records to Client.

Section 25. Deconversion: In the event of termination of this agreement, Servicer agrees to provide Client with electronic copies of the Client Loan records in Servicer's standard format at the current rate of Final Transaction as stated in Schedule 2.

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Accepted and Agreed to:

West St. Paul Economic Development Authority

By: _____

Its: _____

DATED: _____

Community Reinvestment Fund, Inc.

By:_____

Its:_____

DATED: _____

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CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Ross Beckwith, Public Works & Parks Director/City Engineer**

Date: **March 23, 2020**

Thompson/Oakdale Bike & Pedestrian Feasibility Report Update

BACKGROUND INFORMATION:

At the January 13, 2020 City Council meeting the City accepted a $30,000 State Health Improvement Program (SHIP) grant through Dakota County. This grant was to fund a bicycle and pedestrian feasibility report along Thompson Ave. (Robert Street to Trunk Hwy 52) and Oakdale Avenue (Wentworth Avenue to Butler Avenue). The City hired the engineering firm Kimley-Horn to prepare the feasibility report. Dakota County staff have been involved as well since these are both county roads.

At the OCWS meeting on February 24, 2020 a presentation was given showing options of bike lanes, multi-use trail and sidewalks for these two corridors. City, county and consultant staff have also met with the following groups to present these options and gain valuable feedback:

- St. Croix Lutheran Church on January 22, 2020
- Living Longer Stronger on February 20, 2020
- Park and Recreation Committee on February 11 and March 10, 2020
- Open Council Work Session February 24, 2020
- Open House at St. George Orthodox Church on March 5, 2020
- Responsible Owners and Managers Association (ROMA) on March 12, 2020luke
- Feedback from the Oaks of West St. Paul apartments on March 16, 2020

Feedback from all of these meetings has led to recommended options for both corridors. On Thompson Avenue, the recommendation is to install an asphalt multi-use trail on the south side and a concrete sidewalk on the north side between Robert Street and Trunk Highway 52. On Oakdale Avenue, the recommendation is to install an asphalt multi-use trail on the east side and a concrete sidewalk on the west side from Wentworth Avenue to Butler Avenue. The Park and Recreation Committee unanimously approved these options at their March 10, 2020 meeting.

FISCAL IMPACT:

Attached is a presentation of where this study is to date including estimated costs for the recommended options.

Staff is currently working on the Metropolitan Council Regional Solicitation Grant, which was recently extended from an April 16 to May 15, 2020 deadline. If successful, this grant would fund a percentage of the construction costs. Since both of these corridors are on county roads, Dakota County would also be a funding partner.

Dakota County analyzed the competitiveness of applying for an Oakdale Avenue trail/sidewalk grant application versus an Oakdale/Thompson Avenue grant. Based on the analysis, which looks at population and employment within each corridor, the application would be more competitive as a lower cost Oakdale Avenue only application versus a higher cost Oakdale/Thompson Avenue application.

Moving forward, there is discussion about Thompson Avenue becoming a turn back road from the county to the city and a future roundabout project at Thompson/Oakdale. One or both of these events could lend itself to completing the trail/sidewalk on Thompson Avenue.

STAFF RECOMMENDATION:

Staff is looking for feedback from City Council on the recommendations presented.

Attachment: Thompson/Oakdale Bike Ped Update - Presentation

Thompson and Oakdale Avenue Feasibility Study

City Council Meeting

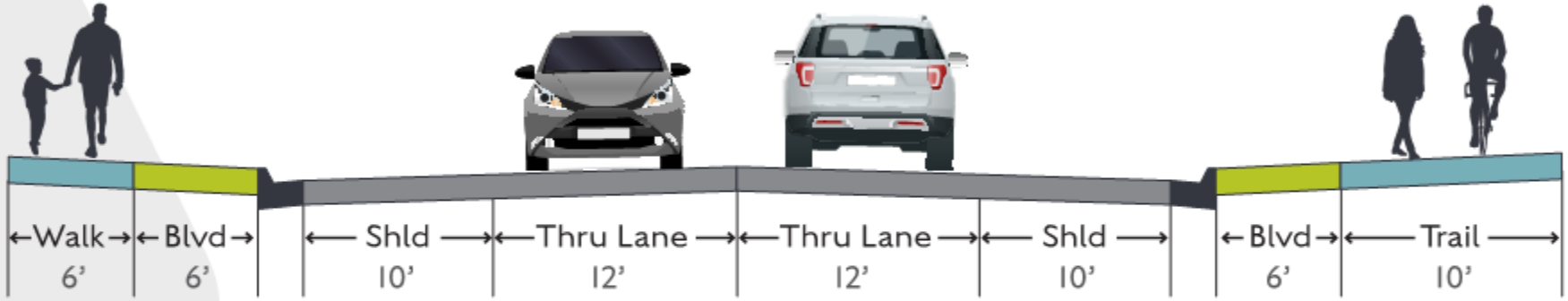
March 23, 2020

Kimley»Horn

City of West Saint Paul

Thompson Avenue

- Recommendations
  - Multi-use trail on south side of roadway
  - Sidewalk along north side of roadway

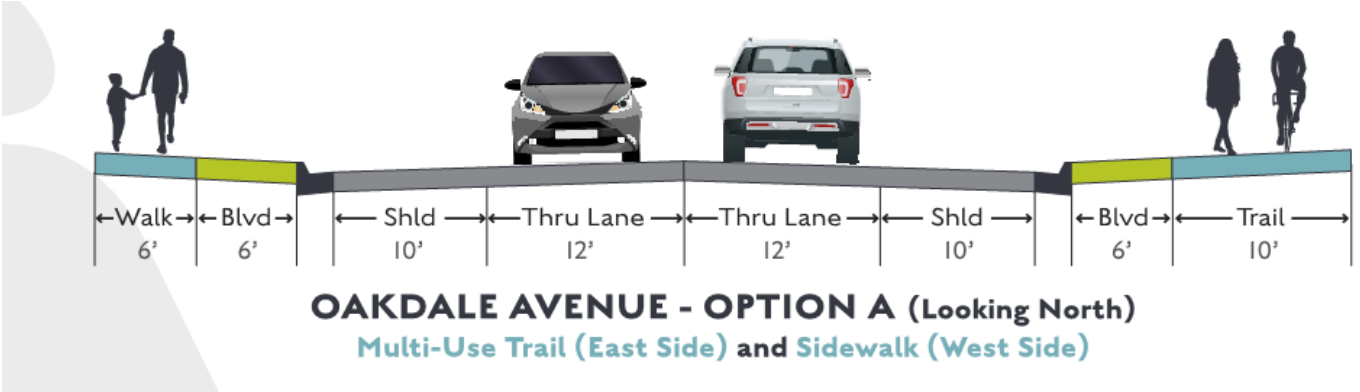


THOMPSON AVENUE
(Looking East)

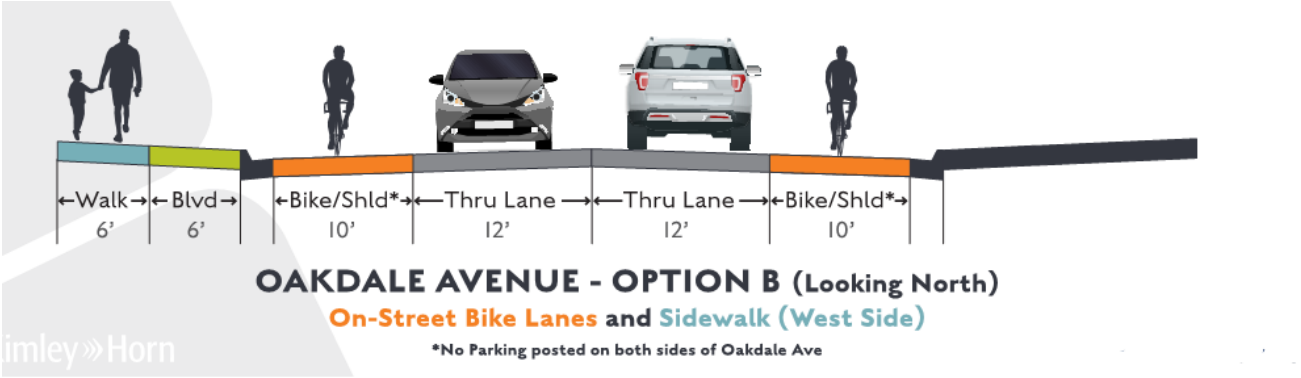
City of West Saint Paul

Oakdale Avenue

- Option A – Multi-use trail ***Recommended***
  - East side of Oakdale
  - Sidewalk along west side of Oakdale



- Option B – Bike lanes with Sidewalk
  - On-street bike lanes
  - Sidewalk along west side of Oakdale



City of West Saint Paul

Public/Stakeholder Engagement Summary

St. Croix Lutheran Church – January 22, 2020

Living Longer Stronger Senior Group – February 20, 2020

- *Supports trail vs. bike lanes for safety benefits*
- *Provide pedestrian refuge for sidewalk crossing at Emerson and Oakdale intersection*

Park and Recreation Committee – February 11, 2020 and March 10, 2020

- *Thompson Avenue*
  - *Supports recommendations for sidewalk and trail*

- *Oakdale Avenue*
  - *Supports recommendation for Option A (multi-use trail)*
  - *Interested in evaluating a curb line shift to minimize impacts and cost*
  - *Supports funding application for Oakdale Avenue trail and sidewalk only*

City of West Saint Paul

Public/Stakeholder Engagement Summary

City Council Work Session – February 24, 2020

Open House – March 5, 2020

- *11 signed in attendees, approximately 15 attendees total*
- *General support for Option A (multi-use trail) on Oakdale Avenue*
- *Some opposition to sidewalk on Thompson Avenue (is this needed?)*
- *Would anticipate some project push back in future phases on driveway and front yard impacts*

Responsible Owners and Manager Association (ROMA) – March 12, 2020

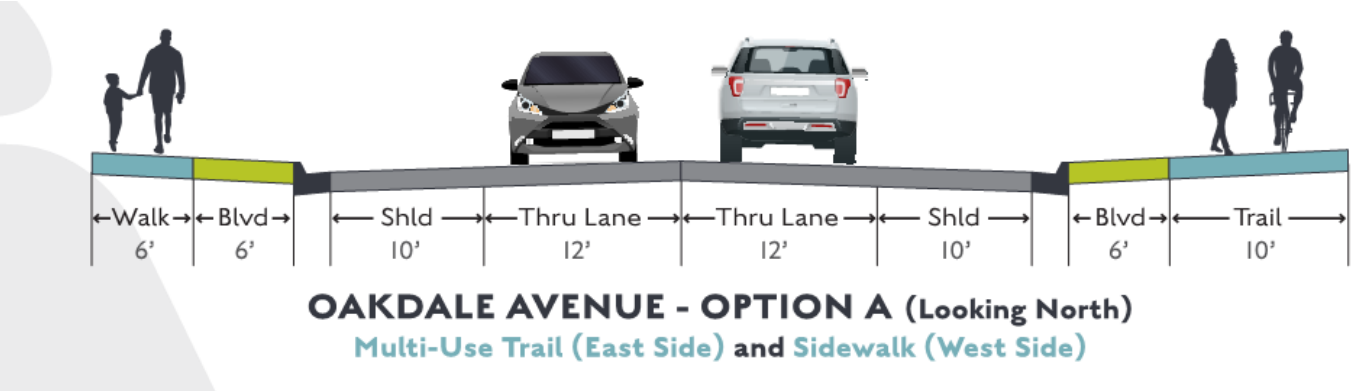
Feedback from the Oaks of West St. Paul Apartments – March 16, 2020

- *Notice walkers on both sides of Oakdale Avenue on-street or in grass*
- *Facilities would be beneficial for bus stops near apartments*
- *Residents don't all have cars so multimodal options would be beneficial*

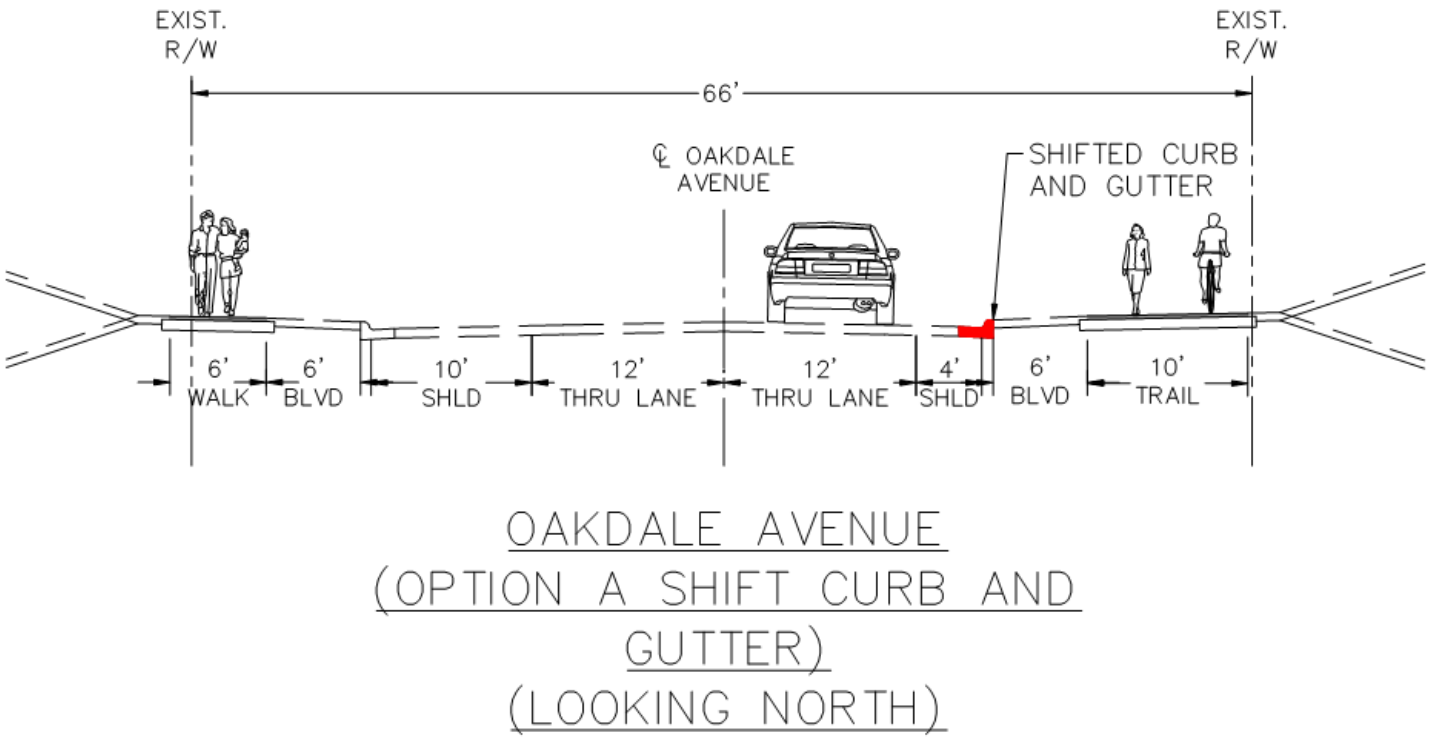
City of West Saint Paul

Oakdale Avenue

- Option A (No Curb and Gutter Shift)
  - No modification to east curbline or on-street parking



- Option A (Shift Curb and Gutter)
  - Shift eastern Oakdale Avenue curbline
  - Loss of on-street parking along East side of Oakdale Avenue



Preliminary Project Cost Summary

Segment			Estimated Costs
Thompson Avenue Robert Street to TH 52	Total Construction Cost (Includes Contingency)	$	1,010,000
	Indirect Costs (25%)	$	253,000
	Right-of-Way Property Costs	$	443,000
	Right-of-Way Acquisition Services (30% of Property)	$	133,000
	Total Project Cost	**$**	**1,839,000**
Oakdale Avenue Option A (No Curb and Gutter Shift) Wentworth Avenue to Butler Avenue	Total Construction Cost (Includes Contingency)	$	1,789,000
	Indirect Costs (25%)	$	448,000
	Right-of-Way Property Costs	$	386,500
	Right-of-Way Acquisition Services (30% of Property)	$	116,000
	Total Project Cost	**$**	**2,739,500**
Oakdale Avenue Option A (Shift Curb and Gutter) Wentworth Avenue to Butler Avenue	Total Construction Cost (Includes Contingency)	$	1,785,000
	Indirect Costs (25%)	$	447,000
	Right-of-Way Property Costs	$	282,000
	Right-of-Way Acquisition Services (30% of Property)	$	85,000
	Total Project Cost	**$**	**2,599,000**

- *Oakdale Avenue costs do not include improvements to existing pedestrian and bicycle facilities*
- *Thompson Avenue costs assume some trail construction by planned development*
- *Final estimated costs to be included in feasibility study*

City of West Saint Paul

Funding Application Approach

- Recommend funding application for Oakdale Avenue trail and sidewalk improvements only
- Thompson Avenue trail and sidewalk improvements do not significantly improve project scoring and reduce overall cost effectiveness
- Recommend implementing Thompson Avenue trail and sidewalk improvements with future turnback/roundabout project
- Both the Thompson Avenue and Oakdale Avenue improvements to be included in final feasibility study

City of West Saint Paul

Next Steps

- Submit funding application by May 15, 2020
- Prepare feasibility report March 2020 – May 2020
- Finalize feasibility report and preliminary engineering plans June 2020

City of West Saint Paul

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Melissa Sonnek, City Planner**

Date: **March 23, 2020**

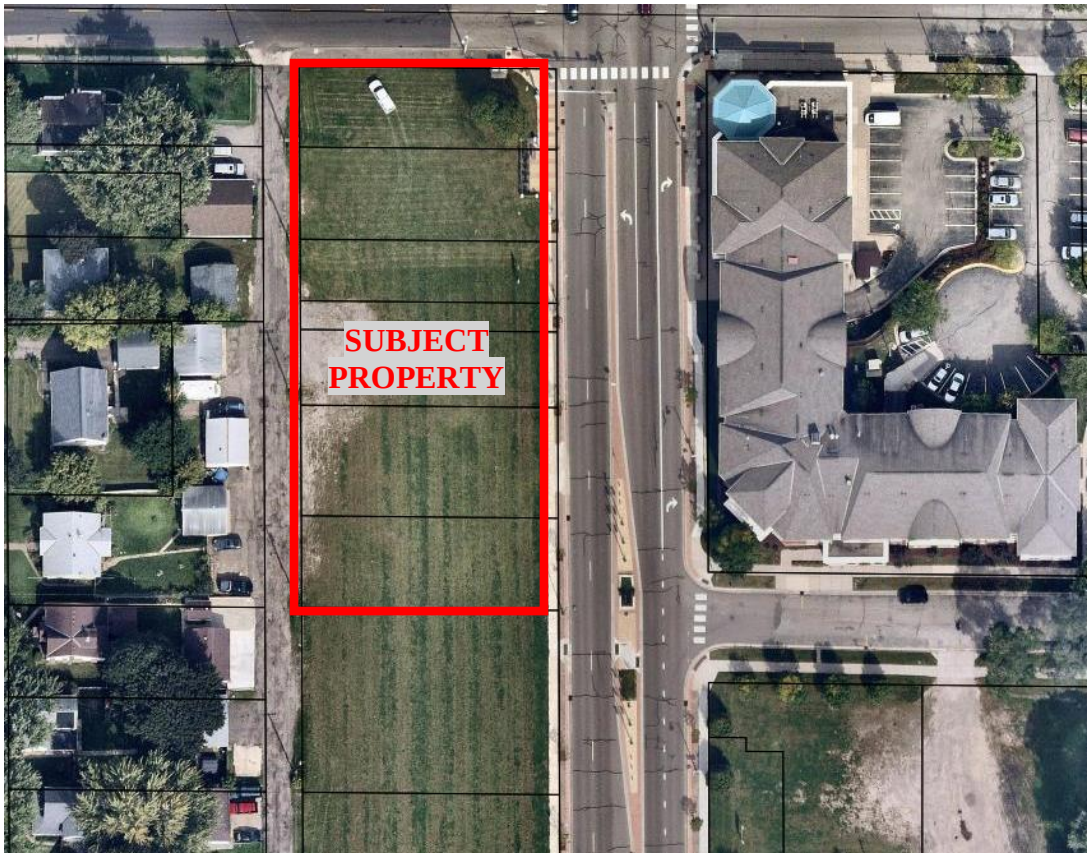
Site Plan, Conditional Use Permit, and Rezoning Review for 895 Robert St

BACKGROUND INFORMATION:

Dakota County Community Development Authority (CDA) is requesting the approval of multiple applications for the construction of a new apartment building containing 54 units of workforce housing at the southwest corner of Robert and Annapolis (895 Robert Street).

The applicant is proposing to redevelop the several vacant lots at the southwest corner of Robert St. and Annapolis St. These lots have been vacant for a number of years while the CDA explored several redevelopment options. After a market study performed by Santec in 2014, it was determined that this site was not suitable for commercial/retail, but better suited for residential housing. The CDA elected to redevelop the site themselves as a part of their ongoing efforts to create a variety of affordable housing.

Please refer to the attached Planning Commission report for more details on the request.



PLANNING COMMISSION:

The Planning Commission meeting scheduled for Tuesday March 17th, 2020 was cancelled due to a lack of quorum. Therefore, the Planning Commission was unable to review the proposed amendment. City Staff reached out the commissioners and requested that any and all comments be sent to staff in order to be forwarded in to City Council and the applicant. As of Friday, March 20th, 2020 at 2:30pm, City Staff has received no feedback from the public or the Planning Commission.

STAFF RECOMMENDATION:

Staff recommends that the Council hold the public hearing and either approve of the applications per the submitted plans or continue the item to the April 27th Council meeting to allow the Planning Commission to review the plans during their April 21st meeting.

City Staff has prepared resolutions for the applications should the Council decide to approve the applications tonight.

ATTACHMENTS:

Application and Narrative
Notices
Submitted plans
Planning Commission Report
Planning Commission Attachments
Resolutions

Dakota County
Community Development
Agency

1228 Town Centre Drive | Eagan, MN 55123
PHONE 651-675-4400 | TDD/TTY 711
www.dakotacda.org

TO: City of West St. Paul
FROM: Dakota County Community Development Agency (CDA)
DATE: February 21, 2020
RE: Application for Gateway Place Housing

Enclosed please find an application from the Dakota County CDA for a 60 - unit workforce housing development for the site located at the corner of Annapolis and Robert Street. A site plan showing two 60 - unit buildings is provided for planning purposes but the CDA is only proposing to construct the first building at this time. A separate application would be submitted in the future for a second building. If fewer units are preferred on the site, an adjustment could be made to the second building. The CDA does not have a construction timeline for the future building.

At the City Council Work Session on January 27, 2020, there was some discussion regarding the north elevation and adding retail on the first floor including interest in getting a grocery store at this location. The northeast corner elevation of the building has been revised and the changes are noted in the memo from the architect. The area with the monument size will have enhanced landscaping and lighting in this area.

We discussed the retail component internally the possibility of adding a retail component to the proposed residential but the CDA is not in a position to so for the following reasons:

1. The site is challenging in several ways. It is not a deep site; it only goes to the alley which limits the site options. In addition, there is no on-street parking allowed on Robert, so all parking needs to be accommodated on-site. To provide enough parking for retail would take away parking needed for the residential portion of the building. Also, each retail space could require both a front and a rear entrance which is not desired by most retail uses.

2. The CDA owns The Dakota on the east side of Robert Street which is a senior building with retail on the first level. When the building first opened, we had difficulty renting that retail space and part of it was vacant for some time. We have been able to rent the space only to office-type uses, not the retailers originally desired.

3. When this property was being marketed for-sale by a commercial real estate broker, the only parties interested in purchasing the site were considering affordable housing without retail; we did not receive any interest from others in doing mixed use at this site.

The CDA respectfully requests that the City Council consider the application submitted. If the City really truly envisions retail or a grocery on this site, the CDA would not able to move forward with this proposal. We would then again attempt to market the site to other developers.

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1616 Humboldt Avenue
West St. Paul, MN 55118
651-552-4190
www.wspmn.gov

CONDITIONAL USE PERMIT APPLICATION

Filing Fee: $275

Escrow Amount: $400 (Residential)
$800 (Commercial)

TOTAL FEES: $675.00

Office Use Only

Case No: 20-01

Date Received: 02/21/2020

Receipt # 2020-00000407

60 Day Date: 04/21/2020

Street Address of Parcel: 11 parcels located between Annapolis and Haskell west of Robert Street

Name of Applicant: Dakota County CDA

Phone # 651-675-4477

Address of Applicant: 1228 Town Centre Drive
Eagan MN 55123

Email: kgill@dakotacda.state.mn.us

Name of Owner: Dakota County CDA

Phone # 651-675-4477

Address of Owner: 1228 Town Center Drive
Eagan MN 55123

Email: kgill@dakotacda.state.mn.us

Legal/PID # 424810001010,020,030,031,040,052,060,080,090,100,110

Present Zoning: B-5 Gateway North Mixed Use District

Proposed Use of Parcel: develop site into two separate 60-unit apartment buildings that will consist of studio and one bedroom units

Zoning Section Authorizing CUP: Section 153.206(i) R3 and R4 type residential units are conditional use within the B5 District.

What will be the effect of the proposed use on the health, safety, and welfare of the occupants of the surrounding parcels? This will be a general occupancy, new construction apartment building; it will provide additional housing options to an existing neighborhood.

What will be the effect on existing and anticipated traffic conditions, including parking facilities and adjacent streets? See attached.

What will be the effect of the proposed use on the Comprehensive Plan? The 2040 Future Land Use Plan guides this area for mixed use and the site was identified as a redevelopment site.

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, 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, and

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.

Kari R. Gill

Signature of Owner (Required)

Deputy Executive Director DCCDA

651-675-4477

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 City Planner 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.

Conditional Use Permit Application

What will be the effect on existing and anticipated traffic conditions, including parking facilities and adjacent streets?

The units will be efficiency and one-bedroom units with one or two people per unit. Underground and surface parking will be available with the construction of each building. Little to no impact is anticipated on surrounding parking options. The site is on a good bus route and it is expected that some residents will use the bus for transit. All traffic will exit onto Annapolis or Haskell.

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

SITE PLAN APPLICATION

Filing Fee: $275.00

Escrow Amount: $1,300.00

Total Fees: $ 1,575.00

OFFICE USE ONLY

Case No: 20-01

Date Received: 02/21/2020

Receipt No: 2020-00000407

60 Day Date: 04/21/2020

Street Address of Parcel: 11 parcels located between Annapolis and Haskell west of Robert Street

Name of Applicant: Dakota County CDA

Phone # 651-675-4477

Address of Applicant: 1228 Town Centre Dr
Eagan MN 55123

Email: kgill@dakotacda.state.mn.us

Name of Owner: Dakota County CDA

Phone # 651-675-4477

Address of Owner: 1228 Town Centre Dr
Eagan MN 55123

Email: kgill@dakotacda.state.mn.us

SITE INFORMATION

Legal/PID # of the Property Involved: 424810001010, 020, 030, 031, 040, 052, 060, 080, 090, 100, 110

Present Zoning: B-5 Gateway North Mixed Use District

Proposed Use of Parcel: Develop site into two separate 60-unit apartment buildings that will consist of efficiency and one-bedroom units.

What will be the effect(s) on existing and anticipated traffic conditions, including parking facilities on adjacent streets: The units will be efficiency and one-bedroom units with one or two people per unit. Both underground and surface parking will be made available with the construction of each building. Little to no impact is anticipated on surrounding parking options. It is not anticipated that off-site parking will be needed. The site is on a good bus route and it is expected that some residents will use the bus for transit. All traffic will exit onto Annapolis or Haskell.

EXHIBITS REQUIRED

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, locations, and sizes,
   ii. Building elevations, including finishes on all buildings on 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, and
   v. Proposed plans for sidewalk to service, parking, recreation, and service areas within the site.
c. Stormwater Management information, including:
   i. Modeling showing proposed rates are meeting the existing rates for the Atlas-14, 10- and 100-year storm events,
   ii. Existing and proposed drainage area maps,
   iii. Utility plan showing existing and proposed storm sewer (if applicable) to verify modeling,
   iv. Site grading plan,
   v. If proposing infiltration, soil borings should be submitted to confirm adequate separation,
   vi. If disturbing more than one acre, water quality modeling showing a 50% total phosphorus removal from runoff
   vii. If creating more than an acre of net new impervious, volume control calculations to show 1" over the net increase in impervious being infiltrated.

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.

Kari R. Gill	651-675-4477
Signature of Owner (Required) Deputy Executive Director DCCDA	Phone Number
Signature of Applicant (If different)	Phone Number

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

LAPSE OF SITE PLAN: An approved site plan shall lapse and become null and void six months following the date on which the Plat was approved, unless prior to the expiration of six months 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.

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REZONING/TEXT AMENDMENT APPLICATION

Filing Fee: $325

Escrow Amount: $800

Total Fees: $ 1,125

OFFICE USE ONLY

Case No: 20-01

Date Received: 02/21/2020

Receipt No: 2020-00000407

60 Day Date: 04/21/2020

Street Address of Property: 11 parcels located between Annapolis and Haskell west of Rol

Name of Applicant: Dakota County CDA

Phone # 651-675-4477

Address of Applicant: 1228 Town Centre Dr
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Name of Owner: Dakota County CDA

Phone # 651-675-4477

Address of Owner: 1228 Town Centre Dr
Eagan MN 55123

Email: kgill@dakotacda.state.mn.us

Legal/PID # 424810001010,020,030,031,040,052,060,080,090,100,110

Present Zoning: B-5 Gateway North Mixed Use District

Proposed Zoning: High Density Residential

Present Use: Vacant

Proposed Use: Apartment Building

What changed or changing condition(s) made the passage of this amendment necessary? Over the course of many years the Dakota County CDA has been purchasing properties as owner's where interested in selling. In working with City Staff it was determined that high density residential was the preferred use for the site.

What is the effect of the proposed amendment? This amendment will allow the development of two apartment buildings.

What error, if any, in the existing ordinance would be corrected by the proposed amendment? N/A

What other circumstances justify the amendment? This will be a general occupancy, new construction apartment building; it will provide additional housing options to an existing neighborhood.

EXHIBITS REQUIRED

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

ACKNOWLEDGE AND SIGNATURE

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

Kari R. Gill — 651-675-4477

Signature of Owner (Required) — Phone Number

Deputy Executive Director, DCCDA

Signature of Applicant (If different) — Phone Number

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

FEES

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CITY OF WEST ST. PAUL, MN
NOTICE OF PUBLIC HEARING

The listed items below will be a Public Hearing at the Planning Commission Meeting Tuesday, March 17, 2020 at 7:00 pm and a Public Hearing at the City Council Meeting Monday, March 23, 2020 at 6:30 p.m.:

> **PC Case 20-01 – Conditional Use Permit, Site Plan, and Rezoning review for the construction of a 54-unit apartment building at 895 Robert Street – Dakota County Community Development Agency (CDA)**

If you have any questions regarding the hearing item listed above, please contact Melissa Sonnek, City Planner at (651) 552-4134.

For Informational Purposes Only – Not for Publication

Shirley Buecksler
City Clerk

Published: March 6, 2020
Twin Cities Pioneer Press
Posted: March 4, 2020
City of West St. Paul

Neighborhood Meeting

Tuesday, March 10
6:00 – 7:00 p.m.

The Dakotah
900 South Robert Street, West St. Paul
Community Room

The Dakota County Community Development Agency (CDA) is proposing to construct a 54-unit housing development on Robert Street between Annapolis and Haskell. Phase I will consist of one 3-story building with efficiency and one-bedroom units and underground parking.

It will be constructed with durable, maintenance free exteriors and will be designed to meet all requirements of the City of West St. Paul. The development and property will be owned and managed by the CDA. A map of the parcel is shown on the reverse of this page.

CDA staff will provide information about the proposed development at the meeting and respond to questions and comments regarding the proposed development.

If you have questions, please contact:

Lori Zierden at 651-675-4479 or lzierden@dakotacda.state.mn.us
Kari Gill at 651-675-4477 or kgill@dakotacda.state.mn.us

The project is expected to be reviewed by the Planning Commission on Tuesday, March 17th at 7:00 p.m., the City Council on Monday, March 23rd at 6:30 p.m. (First Reading for Rezoning) and the City Council on Monday, April 13th at 6:30 p.m. (Final Reading for Rezoning).

GATEWAY SITE HOUSING - PHASE 1

WEST ST. PAUL, MN 55118

PROJECT RENDERING

PROJECT TEAM

OWNER
Dakota County Community Development Agency
1228 Town Centre Drive
Eagan, MN 55123
Contact: Kari Gill
651.675.4400

ARCHITECT
LHB
701 Washington Ave N, Suite 200
Minneapolis, MN 55401
Contact: Andy Madson
612.338.2029

CIVIL ENGINEER
LHB
701 Washington Ave N, Suite 200
Minneapolis, MN 55401
Contact: Adam Besse
612.338.2029

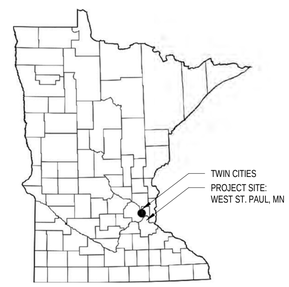
LANDSCAPE ARCHITECT
LHB
701 Washington Ave N, Suite 200
Minneapolis, MN 55401
Contact: Nikki Schlepp
612.338.2029

GENERAL CONTRACTOR
TBD
Contact: TBD
XXX.XXX.XXXX

STRUCTURAL ENGINEER
Mattson Macdonald Young, Inc.
901 North 3rd Street, Suite 100
Minneapolis, MN 55401
612.827.7825

MEP ENGINEER
Steen Engineering
5430 Douglas Drive N.
Crystal, MN 55429-3106
763.585.6742

STATE MAP



SHEET INDEX

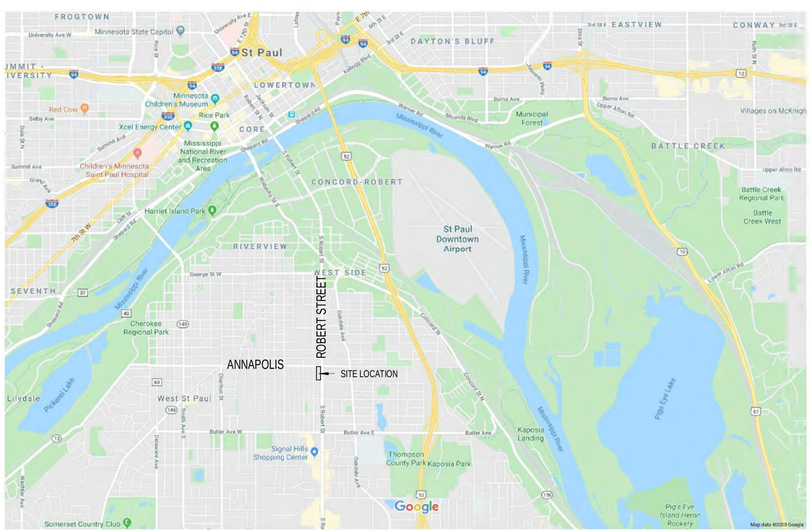
GENERAL
G0.00 TITLE SHEET

CIVIL & SURVEY
C001 NOTES AND LEGEND
C002-003 STORMWATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE
C004 INDEX PLAN
C101 REMOVALS AND EROSION CONTROL PHASE 1
C201 GRADING PLAN PHASE 1
C221 PARKING LOT PLAN AND PROFILE
C222 ALLEY PLAN AND PROFILE
C301 UTILITY PLAN PHASE 1
C302 UTILITY ENLARGEMENT PHASE 1
C311 UTILITY PLAN PHASE 2
C401 LAYOUT AND SURFACING PLAN PHASE 1
C411 LAYOUT AND SURFACING PLAN PHASE 2
C501 CITY STANDARD PLATES
C511-517 CIVIL DETAILS

LANDSCAPE
L100 PLANTING PLAN - INDEX
L101 PHASE 1 PLANTING PLAN - TREES & GROUNDCOVER
L102 PHASE 2 PLANTING PLAN - TREES & GROUNDCOVER
L103 PLANTING PLAN ENLARGEMENT - SHRUBS & PERENNIALS PARKING LOT SOUTH
L104 PLANTING PLAN ENLARGEMENT - SHRUBS & PERENNIALS PARKING LOT NORTH
L105 PLANTING PLAN ENLARGEMENT - SHRUBS & PERENNIALS WEST BUILDING FACADE
L106 PLANTING PLAN ENLARGEMENT - SHRUBS & PERENNIALS MEADOW ZONE
L107 PLANTING PLAN ENLARGEMENT - SHRUBS & PERENNIALS CITY SIGN ZONE
L501 PLANTING DETAILS
L502 LANDSCAPE DETAILS

ARCHITECTURAL
A1.01 BASEMENT PLAN - PRESENTATION
A1.11 FIRST FLOOR PLAN - PRESENTATION
A1.21 SECOND AND THIRD FLOOR PLAN - PRESENTATION
A1.31 TYP. UNIT TYPES
A2.02 BUILDING ELEVATIONS SKETCHUP
A2.03 BUILDING PERSPECTIVE IMAGES

REGIONAL MAP



BUILDING DATA

BUILDING AREA TABULATION
VERIFIED 3/10/20

Floor Name	Description	Area (GSF)
Basement/Garage	MECH/ELEC, Trash, Maint., Bikes & Parking (11,528)	12,887
First Floor	Apartments & Common Spaces	12,887
Second Floor	Apartments	12,887
Third Floor	Apartments	13,839
TOTAL		51,500

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CLIENT:
Dakota County Community Development Agency
CDA

1228 Town Centre Drive
Eagan, MN 55123

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NO	DATE	ISSUED FOR
	02.21.2020	CITY APPLICATION

NO	DATE	REVISION

PRELIMINARY
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2/21/20

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PROJECT NAME:
GATEWAY PLACE

XXX ROBERT STREET
WEST ST. PAUL, MN 55107

DRAWING TITLE:
TITLE SHEET

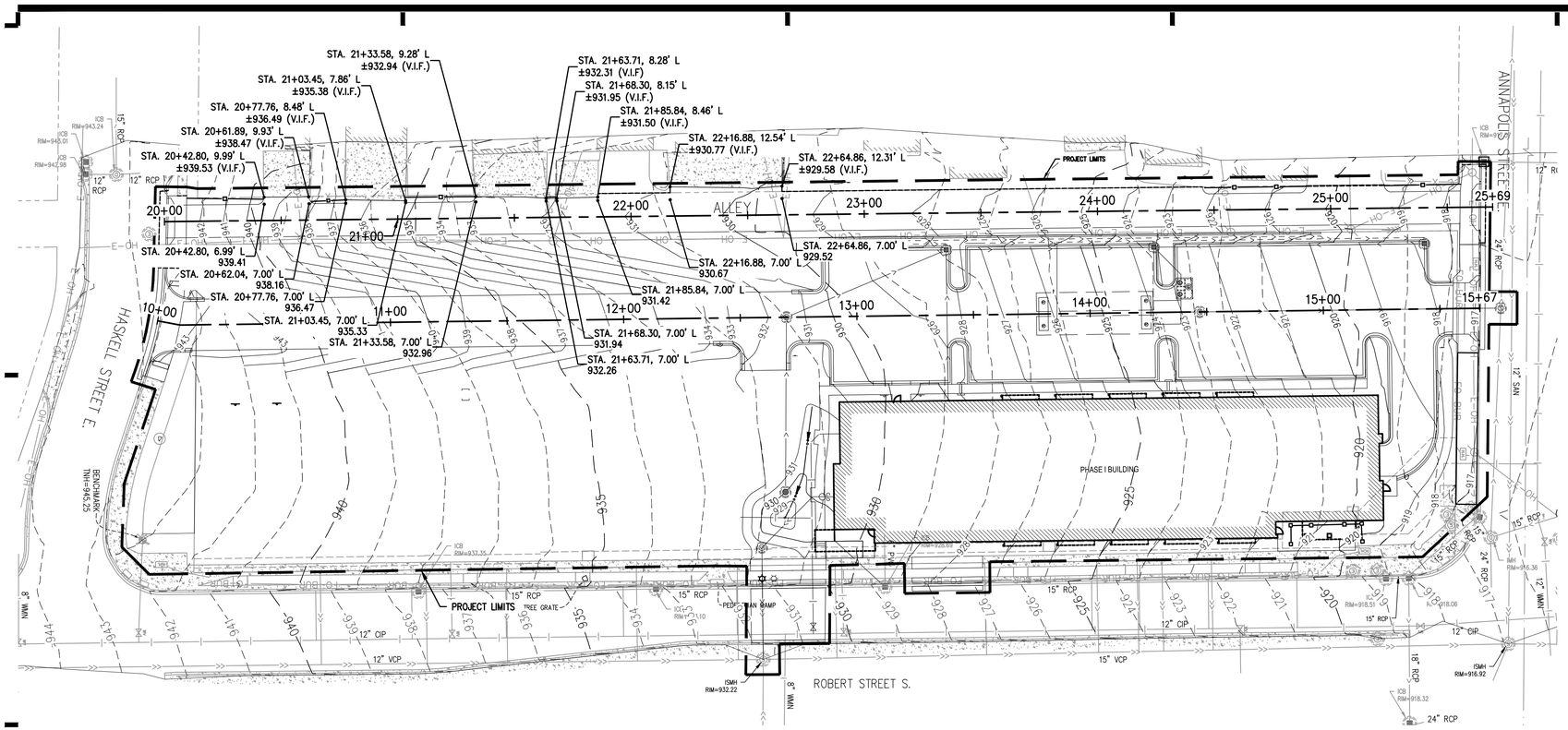
FILE: O:\16Proj\160344\600 Drawings\A
DRAWN BY: ADM
CHECKED BY: ADM
PROJ. NO: 190536
DRAWING NO: G0.00

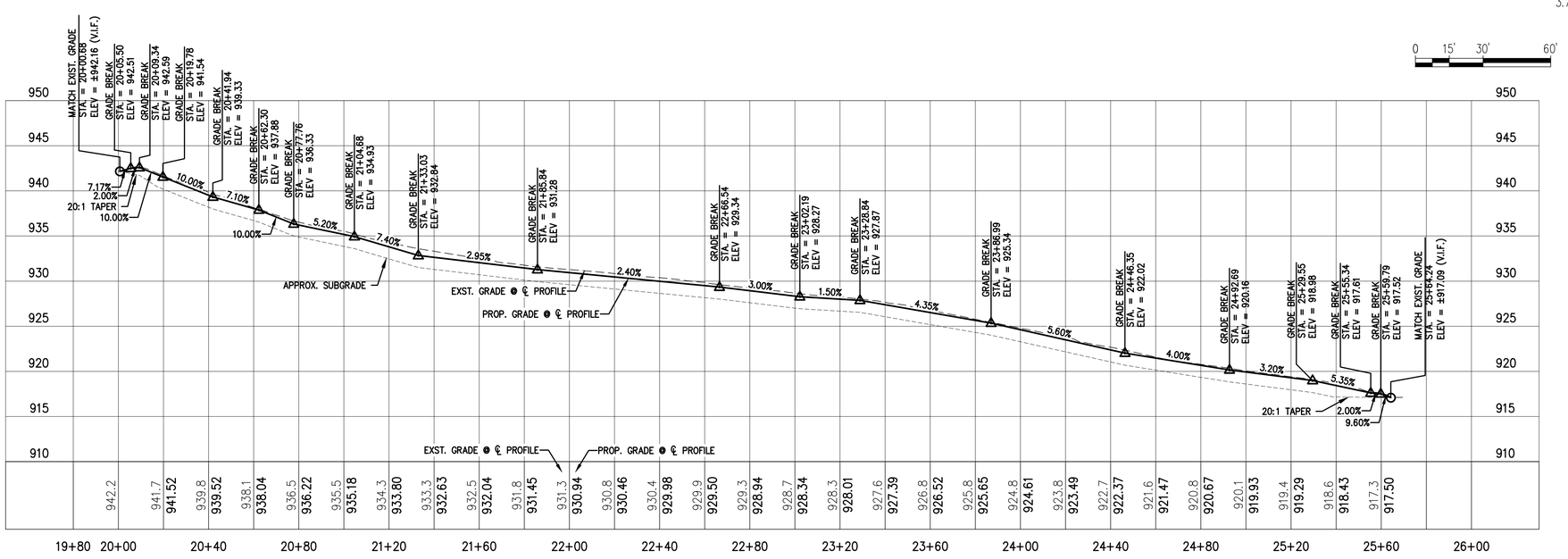
BIM 360://190536 DCCDA Roberts Street/190536 DCCDA Roberts Street A19.rvt
2/21/2020 10:47:35 AM

GATEWAY PLACE HOUSING SITE PLAN

190536 | Dakota County Community Development Agency

March 6, 2020





15'
7.5'
3.75'
0
0 15' 30' 60'

WARNING

LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR.
CALL BEFORE DIGGING

MINNESOTA
ONE-CALL SYSTEM
1-800-252-1166
REQUIRED BY
MN STATUTE 216D

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01/24/2020

CLIENT:
Dakota County Community Development Agency
CDA

1228 TOWN CENTRE DRIVE
EAGAN MN 55123

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	01/24/2020	CITY APPLICATION

NO	DATE	REVISION

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.

SIGNATURE:

TYPED OR PRINTED NAME: ADAM BESSE

DATE: 02/21/2020 REG. NO.: 52597

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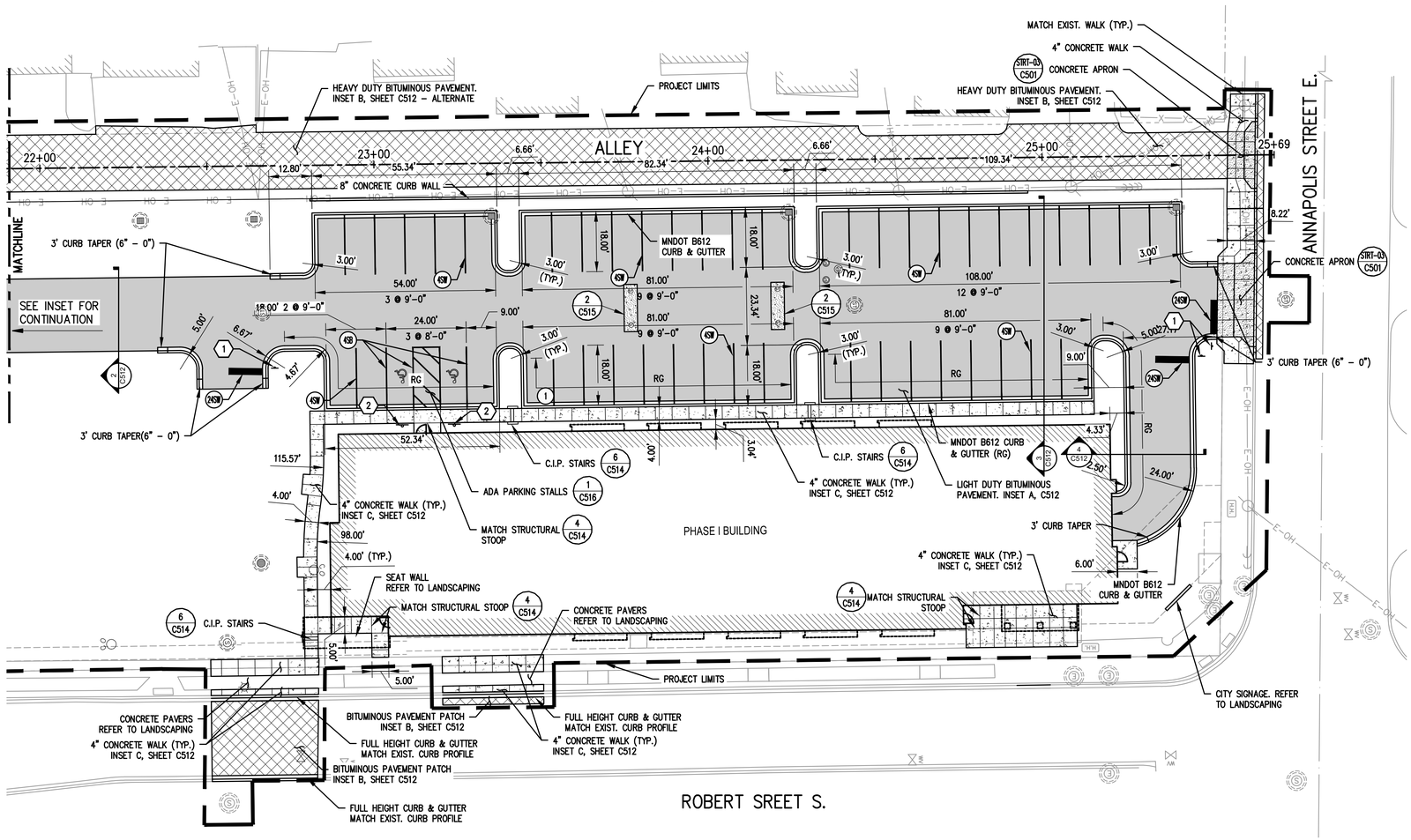
PROJECT NAME:
GATEWAY PLACE

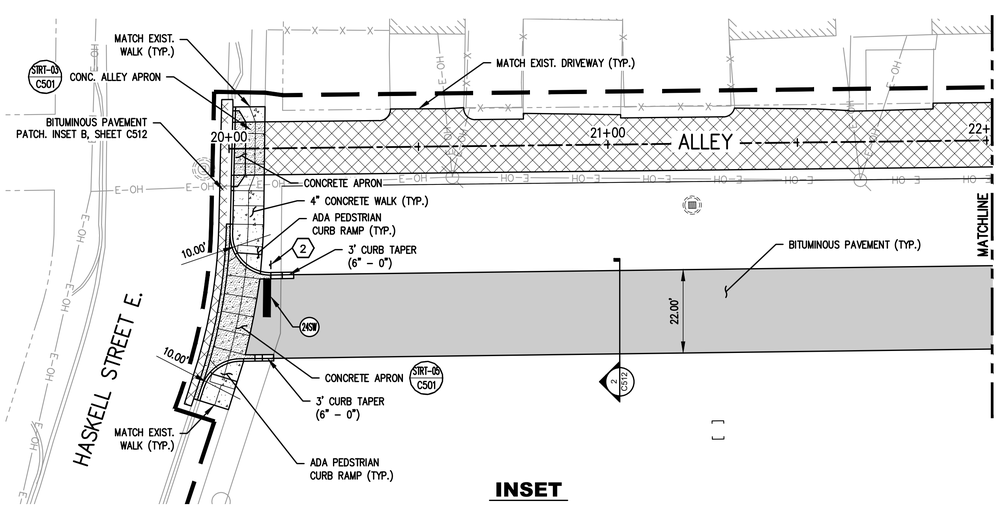
XXX ROBERT STREET
WEST ST. PAUL, MN

DRAWING TITLE:
ALLEY
PLAN AND PROFILE

FILE: ..\190536\500 Drawings\Civil\190536 C222 PLAN AND PROFILE.dwg
DRAWN BY: DPG
CHECKED BY: AFB
PROJ. NO: 190536
DRAWING NO:

C222





INSET

SHEET NOTES

1. PREVENT FROM DAMAGE ALL SURFACES OUTSIDE THE CONSTRUCTION LIMITS. RESTORE ALL DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITIES TO PRECONSTRUCTION CONDITION UNLESS OTHERWISE NOTED IN THE DRAWINGS.
2. ADJUST ALL CASTINGS, VALVE BOXES AND JUNCTION BOXES TO FINISH GRADE.
3. PROVIDE BITUMINOUS TACK COAT BETWEEN PROPOSED BITUMINOUS PAVEMENTS AND ALL ADJACENT CONCRETE OR BITUMINOUS SURFACES.
4. PROVIDE BITUMINOUS TACK COAT BETWEEN THE WEARING AND NON–WEARING COURSES FOR ALL PROPOSED BITUMINOUS PAVEMENTS.
5. SAW CUT ALL EXISTING PAVEMENTS ADJACENT TO PROPOSED PAVEMENTS ALONG A NEAT LINE AND FULL DEPTH. SAW CUT ALL EXISTING CONCRETE PAVEMENTS, OR CURB AT THE NEAREST EXISTING JOINT.
6. UNLESS OTHERWISE NOTED, ALL LAYOUT DIMENSIONS ARE TO BACK OF CURB, AND ALL STRIPING DIMENSIONS ARE TO FACE OF CURB.
7. PROVIDE 1/2" EXPANSION JOINT AT ALL INTERFACES BETWEEN STRUCTURES AND ALL CONCRETE PAVEMENT OR WALKS UNLESS OTHERWISE NOTED.
8. ONLY PLACE FILL MATERIALS ON COMPETENT, INSPECTED SUBGRADE.
9. ALL PEDESTRIAN AREAS OR WALKING SURFACES SHALL COMPLY WITH THE REQUIREMENTS OF THE MN ACCESSIBILITY CODE. REFER TO SHEET C517 FOR ADDITIONAL REQUIREMENTS.

SHEET SIGNAGE LEGEND

(1) STOP SIGN R1–1, 24" X 24"

(2) HC PARKING SIGN R7–8

SHEET LEGEND

1ST DIGIT WIDTH 4", 8", ETC.
2ND DIGIT PATTERN S – SOLID, B – BROKEN, D – DOTTED/DOUBLE
3RD DIGIT COLOR # – W – WHITE, Y – YELLOW, B – BLUE

EXAMPLE: (4SW) = 4" SOLID LINE WHITE

- BITUMINOUS PAVEMENT INSET A, SHEET C512
- HEAVY DUTY BITUMINOUS PAVEMENT INSET B, SHEET C512
- 4" CONCRETE WALK INSET C, SHEET C512
- 6" CONCRETE PAVEMENT INSET D, SHEET C512
- CURB & GUTTER

WARNING

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REQUIRED BY MN STATUTE 216D

0 10' 20' 40'

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01/24/2020

CLIENT:
Dakota County Community Development Agency
CDA

1228 TOWN CENTRE DRIVE
EAGAN MN 55123

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NO	DATE	REVISION

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.

SIGNATURE:

TYPED OR PRINTED NAME: ADAM BESSE

DATE: 02/21/2020 REG. NO.: 52597

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PROJECT NAME:
GATEWAY PLACE

XXX ROBERT STREET
WEST ST. PAUL, MN

DRAWING TITLE:
LAYOUT AND SURFACING PLAN PHASE I

FILE: ..\190536\500 Drawings\Civil\190536 C401 SURFACING PH I.dwg
DRAWN BY: JPH/PAB
CHECKED BY: AFB
PROJ. NO: 190536
DRAWING NO:

C401

GENERAL LANDSCAPE NOTES:

1. THIS DRAWING DOES NOT CONSTITUTE AN OFFICIAL SURVEY OF THE SITE. CONFIRM ALL LOCATIONS OF SURFACE AND SUB-SURFACE FEATURES BEFORE BEGINNING INSTALLATION. ADVISE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
2. CONFIRM ALL QUANTITIES, SHAPES AND LOCATIONS OF BEDS, AND ADJUST AS REQUIRED TO CONFORM TO THE SITE CONDITIONS. CONFIRM ANY ADJUSTMENTS WITH THE LANDSCAPE ARCHITECT.
3. LOCATE ALL UTILITIES. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS WITH PLANT INSTALLATION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLAN. VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
5. THE CONTRACTOR SHALL REMOVE FROM THE SITE ALL SOD/TURF WHICH HAS BEEN REMOVED FOR NEW PLANT BEDS. LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.
6. ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HEELED IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED.
7. THE PLAN TAKES PRECEDENCE OVER THE PLANT SCHEDULE IF DISCREPANCIES EXIST. ADVISE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.

PROTECTIONS

1. THE CONTRACTOR SHALL AVOID DAMAGING EXISTING TREES. DO NOT STORE OR DRIVE HEAVY MATERIALS OVER TREE ROOTS. DO NOT DAMAGE TREE BARK OR BRANCHES.
2. THE CONTRACTOR SHALL KEEP PAVEMENTS, FIXTURES AND BUILDINGS CLEAN AND UNSTAINED. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE PROJECT SITE SHALL BE KEPT CLEAR OF CONSTRUCTION WASTES AND DEBRIS.
3. PROVIDE SILT FENCE IF NECESSARY TO PROTECT STREET FROM EROSION.
4. SOD ALL AREAS DISTURBED BY CONSTRUCTION. TPI CERTIFIED TURFGRASS SOD QUALITY; 80% KENTUCKY BLUE GRASS, 20% PERENNIAL RYE; WITH STRONG FIBROUS ROOT SYSTEM, FREE OF STONES, BURNED OR BARE SPOTS; CONTAINING NO MORE THAN 5 WEEDS PER 1000 SQ FT. MINIMUM AGE OF 18 MONTHS, WITH ROOT DEVELOPMENT THAT WILL SUPPORT ITS OWN WEIGHT WITHOUT TEARING WHEN SUSPENDED VERTICALLY BY HOLDING THE UPPER TWO CORNERS.

PLANT MATERIAL & MULCHES

1. NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY.
2. ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK", ANSI-Z60. LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.
3. ALL PLANTS SHALL BE GUARANTEED FOR TWO COMPLETE GROWING SEASONS (APRIL 1-NOVEMBER 1 OF FOLLOWING YEAR), UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND PLANTS.
4. PROVIDE SHREDDED HARDWOOD MULCH, CLEAN AND FREE OF NOXIOUS WEEDS OR OTHER DELETERIOUS MATERIAL. DELIVER MULCH ON DAY OF INSTALLATION. USE 2" DEPTH FOR PERENNIAL/GROUND COVER BEDS, UNLESS OTHERWISE DIRECTED. APPLY PELLET WEED PREVENTER UNDER MULCH BEDS IN SHRUB AREAS.
5. ROCK MULCH SHALL BE 3/4" DRESSER TRAP ROCK.

SOILS AND GROUND

1. SOIL CORRECTION FOR TREES, SHRUBS AND TURF: DISC SOIL TO A FULL 5" DEPTH IN ALL AREAS TO BE PLANTED TO LOOSEN COMPACTED SOILS. IDENTIFY AND PROTECT ROOTS OF EXISTING TREES.
2. REFER TO SECTION 312323 FILL.

MAINTENANCE AND CARE

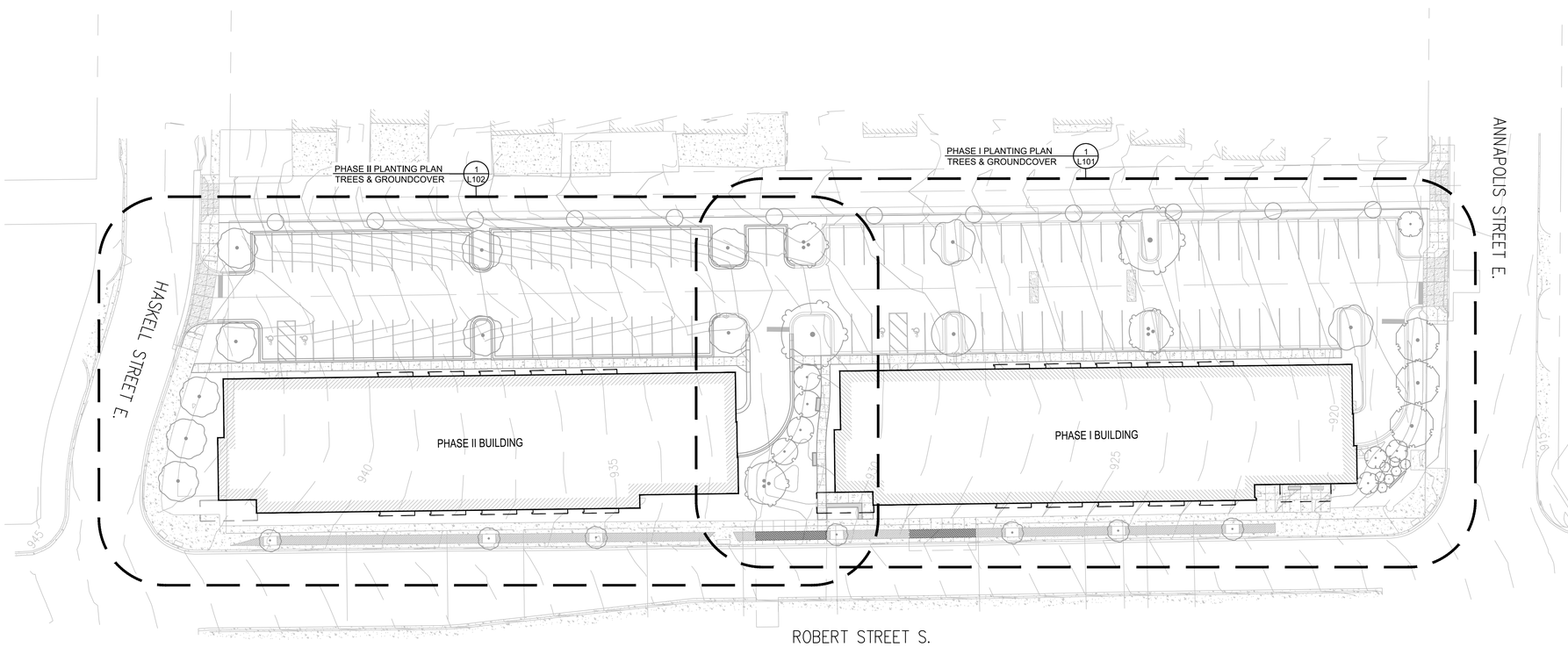
1. MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF PLANTINGS IS COMPLETE. INSPECTION HAS BEEN MADE AND PLANTING IS ACCEPTED EXCLUSIVE OF THE GUARANTEE.
2. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, MULCHING, REMOVAL OF DEAD MATERIAL PRIOR TO GROWING SEASON, RE-SETTING PLANTS AND PROPER GRADE, AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR KEEPING THE TREES PLUMB THROUGHOUT THE GUARANTEE PERIOD.
3. WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK. IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF HEAT STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.

IRRIGATION

1. PROVIDE AN IRRIGATION PLAN TO BE APPROVED BY LANDSCAPE ARCHITECT.
2. IRRIGATION SERVICE SHALL BE PROVIDED FOR ALL PARKING LOT MEDIAN ISLANDS, SHRUBS & PERENNIAL BEDS.
3. DRIP LINE IRRIGATION WILL NOT BE ACCEPTED.
4. IRRIGATION SYSTEM TO CONNECT TO CITY WATER.
5. SEE SECTION 328000.

SHEET INDEX

L101	PHASE I PLANTING PLAN - TREES & GROUNDCOVER
L102	PHASE II PLANTING PLAN - TREES & GROUNDCOVER
L103	PLANTING PLAN ENLARGEMENT - SHRUBS & PERENNIALS PARKING LOT SOUTH
L104	PLANTING PLAN ENLARGEMENT - SHRUBS & PERENNIALS PARKING LOT NORTH
L105	PLANTING PLAN ENLARGEMENT - SHRUBS & PERENNIALS WEST BUILDING FACADE
L106	PLANTING PLAN ENLARGEMENT - SHRUBS & PERENNIALS MEADOW ZONE
L107	PLANTING PLAN ENLARGEMENT - SHRUBS & PERENNIALS CITY SIGN ZONE
L501	PLANTING DETAILS
L502	LANDSCAPE DETAILS



0 15' 30' 60'

PERFORMANCE DRIVEN DESIGN.
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01/24/2020

CLIENT:
Dakota County Community Development Agency

1228 TOWN CENTRE DRIVE
EAGAN MN 55123

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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 Landscape Architect under the laws of the State of Minnesota.

SIGNATURE: Nichole Schlepp

TYPED OR PRINTED NAME: Nichole Schlepp

DATE: 01/24/2020 REG. NO.: 50143

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PROJECT NAME:
GATEWAY PLACE

XXX ROBERT STREET
WEST ST. PAUL, MN

DRAWING TITLE:
PLANTING PLAN - INDEX

FILE: ..\190536\500 Drawings\Landscape Architecture\190536 L101 Landscape Plan.dwg
DRAWN BY: JHV
CHECKED BY: NLS
PROJ. NO: 190536
DRAWING NO:

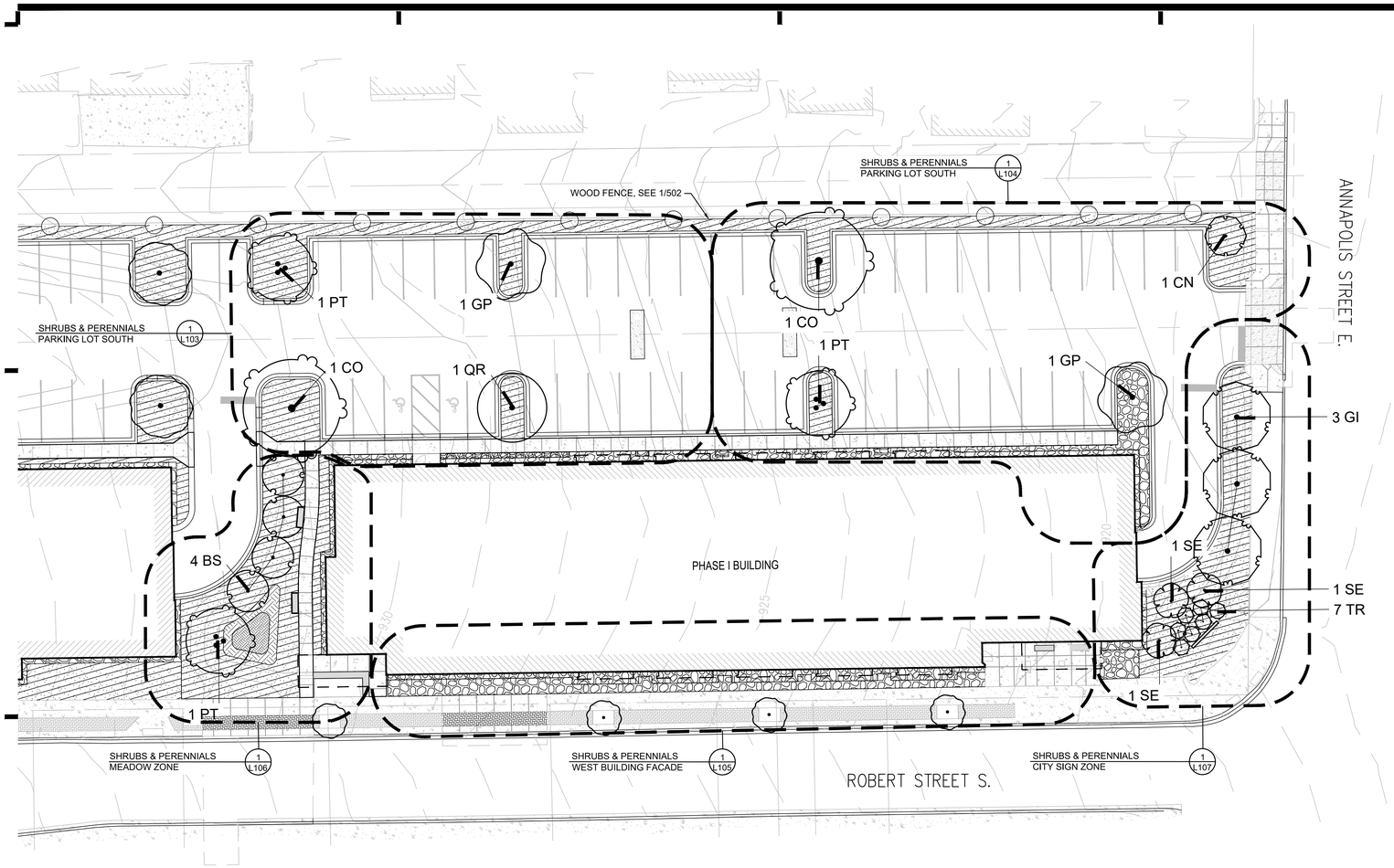
L100

Landscape Plan Information
Gateway Place Housing, Dakota County CDA

2/21/2020 City Submittal: Plant Break-down	Totals	Revised Concept Comparison
Deciduous Trees	**26**	**56**
2.5" CAL B&B	***15***	***41***
Celtis occidentalis / Hackberry	2	add 2
Gingko biloba 'Princeton Sentry' /Princeton Sentry Gingko	2	add 4
Gleditsia triacanthos inermis 'Skycole' TM / Skyline Thornless Honey Locust	3	add 2
Quercus x warei 'Regal Prince' / Regal Prince Oak	1	add 4
Unclassified "Phase 2" Trees	7	add 10 "Phase 2" trees
Clump Form (8Ft or #20 Cont.)	***7***	***10***
Betula nigra 'Shiloh Splash' / 'Shiloh Splash' Birch	4	add 1
Populus tremuloides / Quaking Aspen	3	add 2
Ornamental Tree (2" CAL B&B)	***4***	***5***
Cercis canadensis 'Minnesota Strain' / Minnesota Strain Redbud	1	add 1
Syringa reticulata 'Elliott' / Snow Cap Japanese tree Lilac	3	
Coniferous Tree (6ft B&B or Equivalent #20 Cont.)	**7**	**10**
Thuga occidentalis 'Rushmore' / American arborvitae	7	
		Add 3 Pine or Spruce Species

Notes:

Additional species may be added to promote diversity. The selected species would be "quality type" as defined by the zoning code.
All Phase 2 trees would be of hardwood or "quality type" as defined by the zoning code.
Clump form equates to 1"-1.5" CAL per multi-stem. Each species presented is shown at its largest container size readily available.
Ornamental trees were added for variety and seasonal interest. 2" CAL is the largest size readily available.
Any additional coniferous tree chosen would be 6ft B&B or closest equivalent container size.



1 PHASE I PLANTING PLAN - TREES & GROUNDCOVERS
Scale: 1"=20'

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	BS	4	BETULA NIGRA `SHILOH SPLASH` / SHILOH SPLASH BIRCH	#10 CONT
	CO	2	CELTIS OCCIDENTALIS / COMMON HACKBERRY	EXISTING
	CN	1	CERCIS CANADENSIS `MINNESOTA STRAIN` / MINNESOTA STRAIN REDBUD	2" BB
	GP	2	GINKGO BILOBA `PRINCETON SENTRY` / PRINCETON SENTRY GINKGO	2" BB
	GI	3	GLEDITSIA TRIACANTHOS INERMIS `SKYCOLE` TM / SKYLINE THORNLESS HONEY LOCUST	EXISTING
	PT	3	POPULUS TREMULOIDES / QUAKING ASPEN	#10 CONT
	QR	1	QUERCUS X WAREI `REGAL PRINCE` / REGAL PRINCE OAK	#10 CONT
	SE	3	SYRINGA RETICULATA `ELLIOTT` / SNOW CAP JAPANESE TREE LILAC	2" BB
	TR	7	THUJA OCCIDENTALIS `RUSHMORE` / AMERICAN ARBORVITAE	#10 CONT

GROUNDCOVERS

- ROCK MULCH
- SHRUB & PERENNIAL PLANTING BEDS
- BIORETENTION BASE (SEED MIX & PLUGS)
- BIORETENTION SIDE SLOPES (SEED MIX & PLUGS)

0 10' 20' 40'

PERFORMANCE DRIVEN DESIGN.
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TYPED OR PRINTED NAME: Nichole Schlepp

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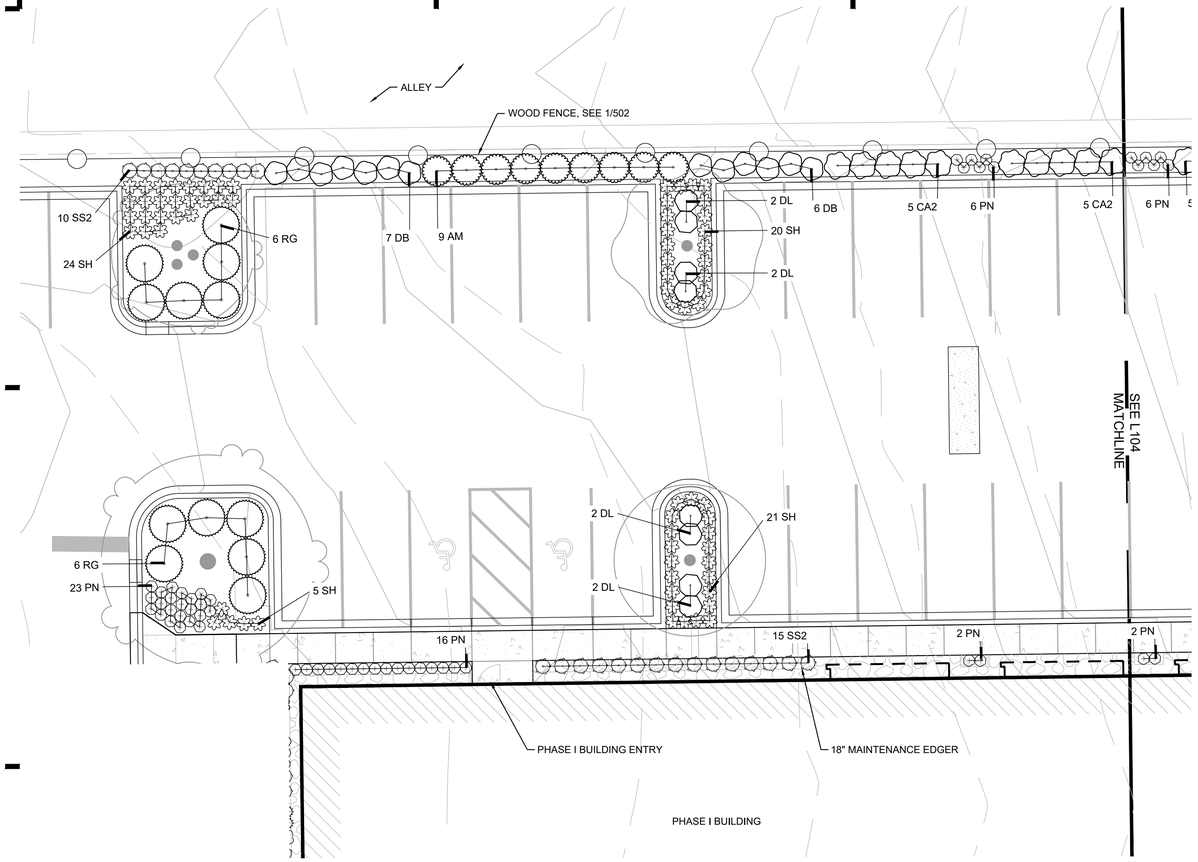
XXX ROBERT STREET
WEST ST. PAUL, MN

DRAWING TITLE:
PHASE I PLANTING PLAN - TREES & GROUNDCOVER

FILE: ..\190536\500 Drawings\Landscape Architecture\190536 L101 Landscape Plan.dwg
DRAWN BY: JHV
CHECKED BY: NLS
PROJ. NO: 190536
DRAWING NO: L101



1 SHRUBS & PERENNIALS PARKING LOT SOUTH
Scale: 1"=10'

PLANT SCHEDULE PARKING LOT SOUTH

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	AM	9	ARONIA MELANOCARPA ELATA / GLOSSY BLACK CHOKEBERRY	#2 CONT.
	CA2	10	CORNUS STOLONIFERA `ARCTIC FIRE` / ARCTIC FIRE DOGWOOD	#2 CONT.
	DL	8	DIERVILLA LONICERA / DWARF BUSH HONEYSUCKLE	#1 CONT
	DB	13	DIERVILLA SESSILIFOLIA `BUTTERFLY` / SOUTHERN BUSH-HONEYSUCKLE	#2 CONT.
	RG	12	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC	#2 CONT.

PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	PN	47	PANICUM VIRGATUM `NORTH WIND` / NORTHWIND SWITCH GRASS	#1 CONT
	SS2	25	SCHIZACHYRIUM SCOPARIUM `STANDING OVATION` / STANDING OVATION LITTLE BLUESTEM GRASS	#1 CONT
	SH	71	SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSEED	#1 CONT

0 5' 10' 20'

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EAGAN MN 55123

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	02/21/2020	CITY RE-SUBMITTAL
	01/24/2020	CITY APPLICATION

NO	DATE	REVISION

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 Landscape Architect under the laws of the State of Minnesota.

SIGNATURE: Nichole Schlepp

TYPED OR PRINTED NAME: Nichole Schlepp

DATE: 01/24/2020 REG. NO.: 50143

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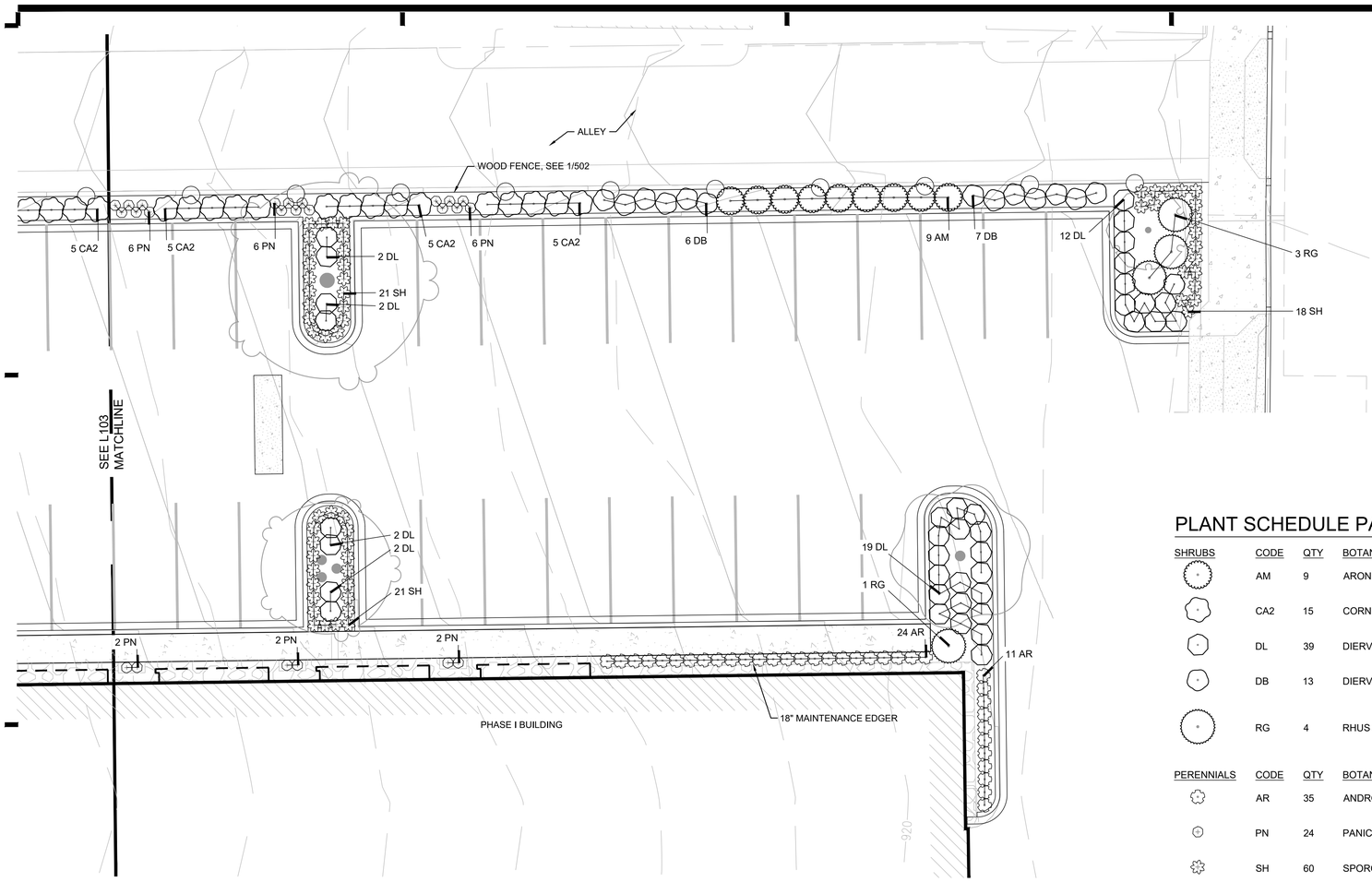
PROJECT NAME:
GATEWAY PLACE

XXX ROBERT STREET
WEST ST. PAUL, MN

DRAWING TITLE:
PLANTING PLAN ENLARGEMENT - SHRUBS & PERENNIALS PARKING LOT SOUTH

FILE: ..\190536\500 Drawings\Landscape Architecture\190536 L101 Landscape Plan.dwg
DRAWN BY: JHV
CHECKED BY: NLS
PROJ. NO: 190536
DRAWING NO: L103



1 SHRUBS & PERENNIALS PARKING LOT NORTH
Scale: 1"=10'

PLANT SCHEDULE PARKING LOT NORTH

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	AM	9	ARONIA MELANOCARPA ELATA / GLOSSY BLACK CHOKEBERRY	#2 CONT.
	CA2	15	CORNUS STOLONIFERA `ARCTIC FIRE` / ARCTIC FIRE DOGWOOD	#2 CONT.
	DL	39	DIERVILLA LONICERA / DWARF BUSH HONEYSUCKLE	#1 CONT
	DB	13	DIERVILLA SESSILIFOLIA `BUTTERFLY` / SOUTHERN BUSH-HONEYSUCKLE	#2 CONT.
	RG	4	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC	#2 CONT.

PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	AR	35	ANDROPOGON GERARDII `RED OCTOBER` / RED OCTOBER BIG BLUESTEM	#1 CONT
	PN	24	PANICUM VIRGATUM `NORTH WIND` / NORTHWIND SWITCH GRASS	#1 CONT
	SH	60	SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSEED	#1 CONT

0 5' 10' 20'

PERFORMANCE DRIVEN DESIGN.
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PRELIMINARY
NOT FOR CONSTRUCTION
01/24/2020

CLIENT:
Dakota County Community Development Agency
CDA

1228 TOWN CENTRE DRIVE
EAGAN MN 55123

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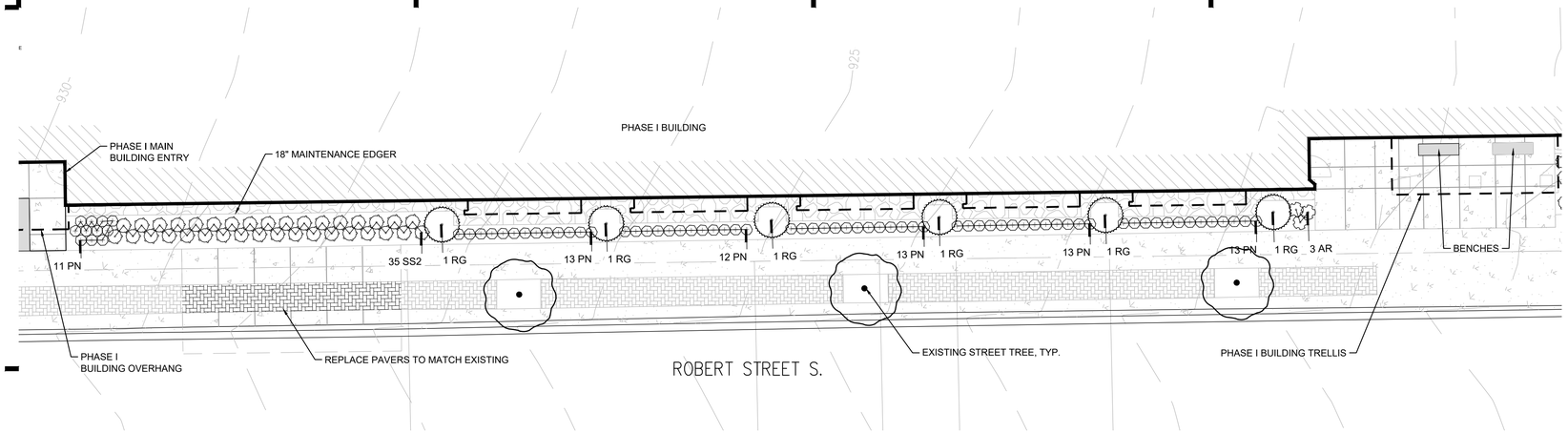
PROJECT NAME:
GATEWAY PLACE

XXX ROBERT STREET
WEST ST. PAUL, MN

DRAWING TITLE:
PLANTING PLAN
ENLARGEMENT - SHRUBS & PERENNIALS PARKING LOT NORTH

FILE: ..\190536\500 Drawings\Landscape Architecture\190536 L101 Landscape Plan.dwg
DRAWN BY: JHV
CHECKED BY: NLS
PROJ. NO: 190536
DRAWING NO: L104



3 SHRUBS & PERENNIALS WEST FACADE

Scale: 1"=10'

PLANT SCHEDULE WEST FACADE

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	RG	6	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC	#2 CONT.

PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	AR	3	ANDROPOGON GERARDII `RED OCTOBER` / RED OCTOBER BIG BLUESTEM	#1 CONT
	PN	75	PANICUM VIRGATUM `NORTH WIND` / NORTHWIND SWITCH GRASS	#1 CONT
	SS2	35	SCHIZACHYRIUM SCOPARIUM `STANDING OVATION` / STANDING OVATION LITTLE BLUESTEM GRASS	#1 CONT

0 5' 10' 20'

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1228 TOWN CENTRE DRIVE
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PROJECT NAME:
GATEWAY PLACE

XXX ROBERT STREET
WEST ST. PAUL, MN

DRAWING TITLE:
PLANTING PLAN ENLARGEMENT - SHRUBS & PERENNIALS WEST BUILDING FACADE

FILE: ..\190536\500 Drawings\Landscape Architecture\190536 L101 Landscape Plan.dwg
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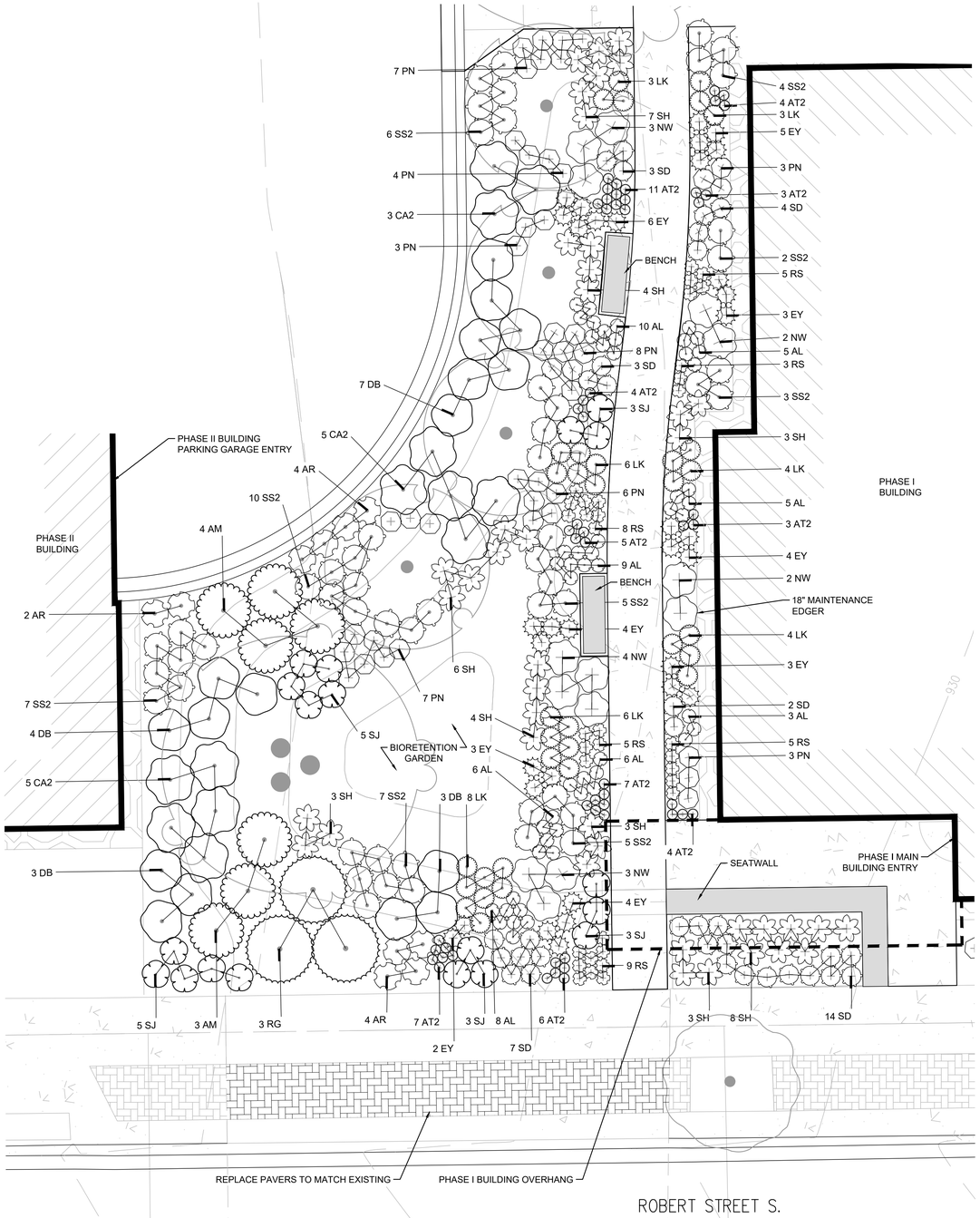
CHECKED BY: NLS
PROJ. NO: 190536
DRAWING NO: L105



1 SHRUBS & PERENNIALS MEADOW ZONE
Scale: 1"=5'

PLANT SCHEDULE MEADOW ZONE

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	AM	7	ARONIA MELANOCARPA ELATA / GLOSSY BLACK CHOKEBERRY	#2 CONT.
	CA2	13	CORNUS STOLONIFERA `ARCTIC FIRE` / ARCTIC FIRE DOGWOOD	#2 CONT.
	DB	17	DIERVILLA SESSILIFOLIA `BUTTERFLY` / SOUTHERN BUSH-HONEYSUCKLE	#2 CONT.
	RG	3	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC	#2 CONT.
	SJ	19	SPIRAEA JAPONICA `ALPINA` / DAPHNE JAPANESE SPIREA	#2 CONT.

PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	AT2	54	ALLIUM TANGUTICUM `SUMMER BEAUTY` / SUMMER BEAUTY GLOBE LILY	#1 CONT
	AR	10	ANDROPOGON GERARDII `RED OCTOBER` / RED OCTOBER BIG BLUESTEM	#1 CONT
	AL	53	ASTER LAEVIS / SMOOTH BLUE ASTER	4"POT
	EY	34	ECHINACEA PURPUREA `RAIN299` TM / BUTTERFLY RAINBOW MARCELLA CONEFLOWER	#1 CONT
	LK	34	LIATRIS SPICATA `KOBOLD` / SPIKE GAYFEATHER	4"POT
	NW	14	NEPETA X FAASSENII `WALKERS LOW` / WALKERS LOW CATMINT	#1 CONT
	PN	44	PANICUM VIRGATUM `NORTH WIND` / NORTHWIND SWITCH GRASS	#1 CONT
	RS	35	RUDBECKIA FULGIDA `LITTLE GOLDSTAR` / CONEFLOWER	#1 CONT
	SS2	53	SCHIZACHYRIUM SCOPARIUM `STANDING OVATION` / STANDING OVATION LITTLE BLUESTEM GRASS	#1 CONT
	SD	33	SEDUM X `DAZZLEBERRY` / DAZZELBERRY STONECROP	#1 CONT
	SH	41	SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSEED	#1 CONT

0 2.5' 5' 10'

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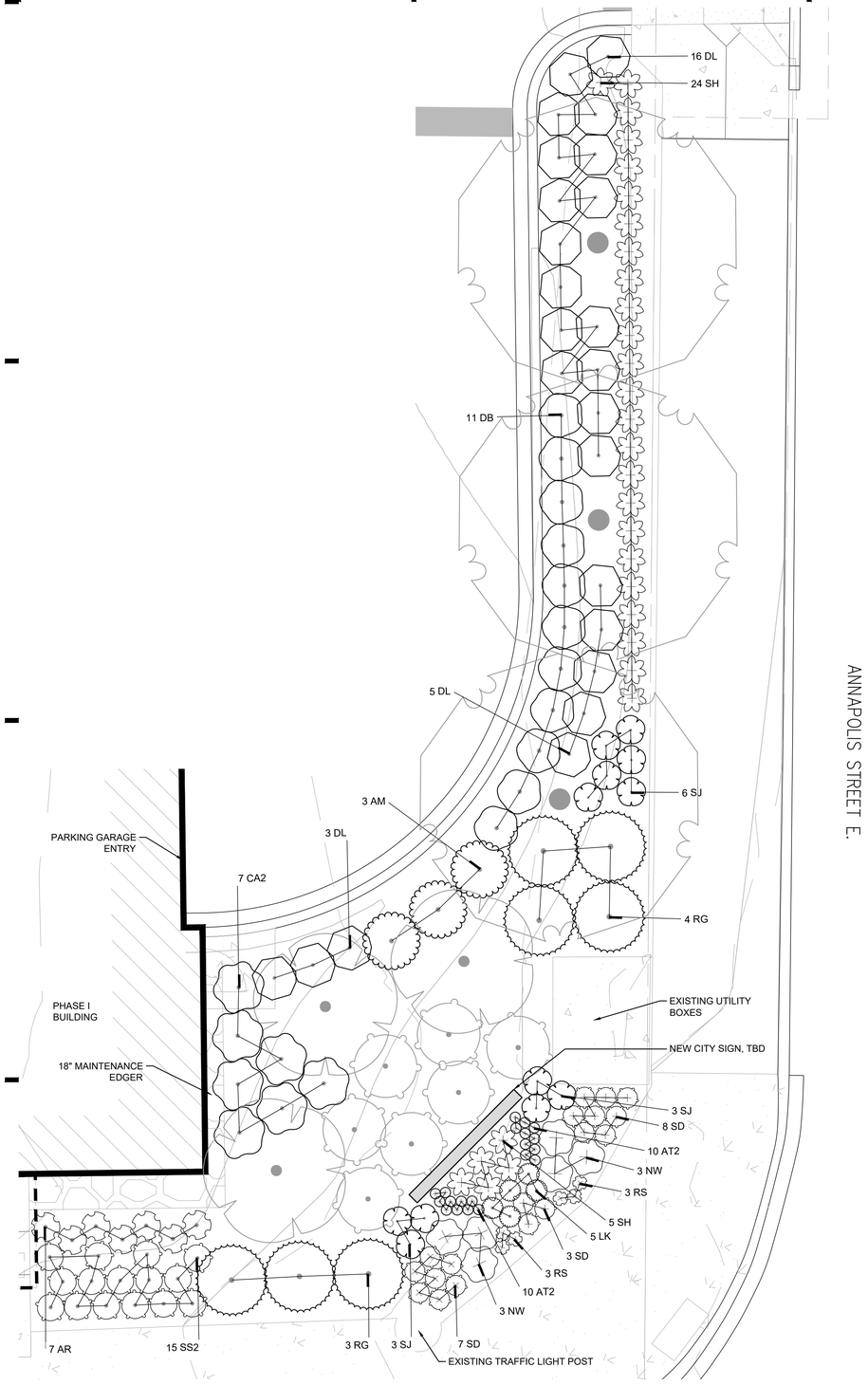
PROJECT NAME:
GATEWAY PLACE

XXX ROBERT STREET
WEST ST. PAUL, MN

DRAWING TITLE:
PLANTING PLAN ENLARGEMENT - SHRUBS & PERENNIALS MEADOW ZONE

FILE: ..\190536\500 Drawings\Landscape Architecture\190536 L101 Landscape Plan.dwg
DRAWN BY: JHV
CHECKED BY: NLS
PROJ. NO: 190536
DRAWING NO:

L106



1 SHRUBS & PERENNIALS CITY SIGN ZONE
Scale: 1"=5'

PLANT SCHEDULE CITY SIGN ZONE

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	AM	3	ARONIA MELANOCARPA ELATA / GLOSSY BLACK CHOKEBERRY	#2 CONT.
	CA2	7	CORNUS STOLONIFERA `ARCTIC FIRE` / ARCTIC FIRE DOGWOOD	#2 CONT.
	DL	24	DIERVILLA LONICERA / DWARF BUSH HONEYSUCKLE	#1 CONT
	DB	11	DIERVILLA SESSILIFOLIA `BUTTERFLY` / SOUTHERN BUSH-HONEYSUCKLE	#2 CONT.
	RG	7	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC	#2 CONT.
	SJ	12	SPIRAEA JAPONICA `ALPINA` / DAPHNE JAPANESE SPIREA	#2 CONT.

PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	AT2	20	ALLIUM TANGUTICUM `SUMMER BEAUTY` / SUMMER BEAUTY GLOBE LILY	#1 CONT
	AR	7	ANDROPOGON GERARDII `RED OCTOBER` / RED OCTOBER BIG BLUESTEM	#1 CONT
	LK	5	LIATRIS SPICATA `KOBOLD` / SPIKE GAYFEATHER	4"POT
	NW	6	NEPETA X FAASSENII `WALKERS LOW` / WALKERS LOW CATMINT	#1 CONT
	RS	6	RUDBECKIA FULGIDA `LITTLE GOLDSTAR` / CONEFLOWER	#1 CONT
	SS2	15	SCHIZACHYRIUM SCOPARIUM `STANDING OVATION` / STANDING OVATION LITTLE BLUESTEM GRASS	#1 CONT
	SD	18	SEDUM X `DAZZLEBERRY` / DAZZELBERRY STONECROP	#1 CONT
	SH	29	SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSEED	#1 CONT

0 2.5' 5' 10'

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PROJECT NAME:
GATEWAY PLACE

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WEST ST. PAUL, MN

DRAWING TITLE:
PLANTING PLAN ENLARGEMENT - SHRUBS & PERENNIALS CITY SIGN ZONE

FILE: ..\190536\500 Drawings\Landscape Architecture\190536 L101 Landscape Plan.dwg
DRAWN BY: JHV
CHECKED BY: NLS
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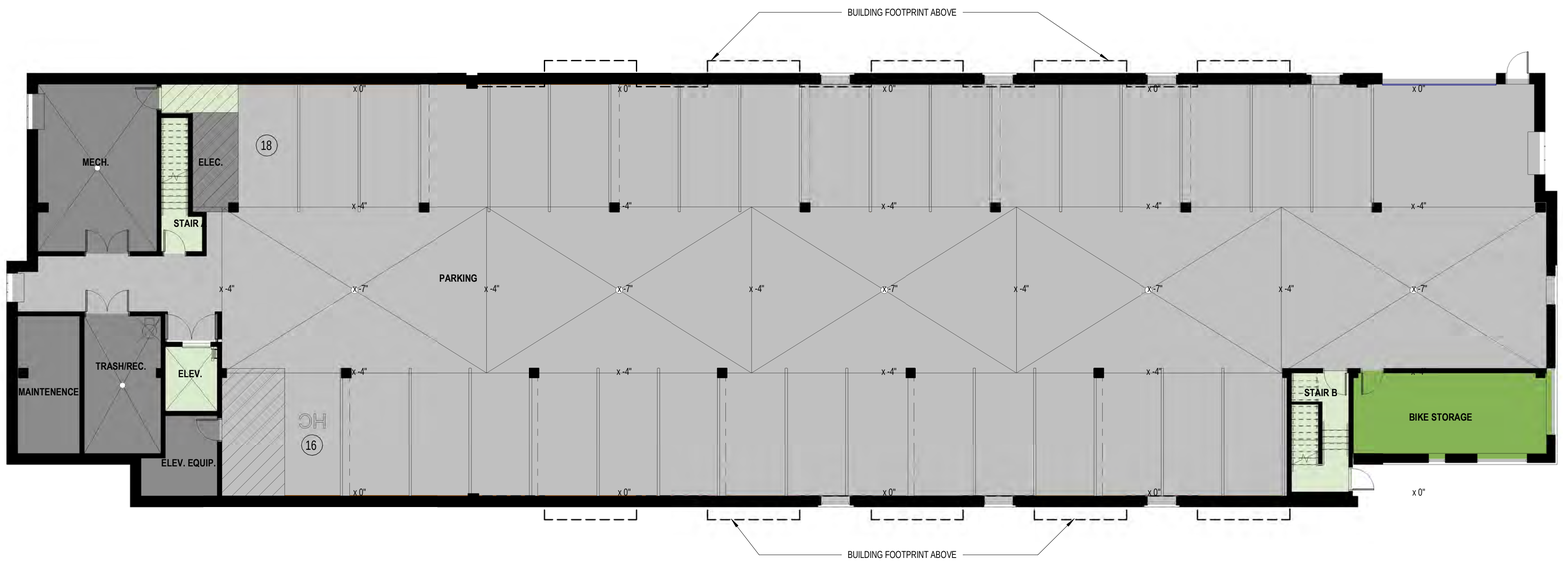

ROOM USE

- CIRCULATION
- COMMON
- MECH/ELEC
- PARKING

AREAS (GSF)

THIRD	12,887
SECOND	12,887
FIRST	12,887
BASEMENT	12,839
TOTAL	51,500

PARKING - UNDERGROUND

STANDARD	33
HANDICAPPED	1
TOTAL	34

UNIT MIX

EFFICIENCIES	21
1BR	33
TOTAL	54

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CLIENT:
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Eagan, MN 55123

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PROJECT NAME:
GATEWAY PLACE

XXX ROBERT STREET
WEST ST. PAUL, MN 55107

DRAWING TITLE:
BASEMENT PLAN - PRESENTATION

FILE: O:\16Proj\160344\600 Drawings\A
DRAWN BY: Author
CHECKED BY: Checker
PROJ. NO: 190536
DRAWING NO: A1.01

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3/10/2020 11:55:58 AM

ROOM USE

- EFF
- 1BR
- ADMIN
- CIRCULATION
- COMMON

AREAS (GSF)

THIRD	12,887
SECOND	12,887
FIRST	12,887
BASEMENT	12,839
TOTAL	51,500

PARKING - UNDERGROUND

STANDARD	33
HANDICAPPED	1
TOTAL	34

UNIT MIX

EFFICIENCIES	21
1BR	33
TOTAL	54

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3/10/20

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PROJECT NAME:
GATEWAY PLACE

XXX ROBERT STREET
WEST ST. PAUL, MN 55107

DRAWING TITLE:
FIRST FLOOR PLAN - PRESENTATION

FILE: O:\16Proj\160344\600 Drawings\A
DRAWN BY: Author
CHECKED BY: Checker
PROJ. NO: 190536
DRAWING NO:

A1.11

ROOM USE

- EFF
- 1BR
- CIRCULATION
- COMMON
- MECH/ELEC

AREAS (GSF)

THIRD	12,887
SECOND	12,887
FIRST	12,887
BASEMENT	12,839
TOTAL	51,500

PARKING - UNDERGROUND

STANDARD	33
HANDICAPPED	1
TOTAL	34

UNIT MIX

EFFICIENCIES	21
1BR	33
TOTAL	54

BIM 360://190536 DCCDA Roberts Street//190536 DCCDA Roberts Street A19.rvt
3/10/2020 11:56:01 AM

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PROJECT NAME:
GATEWAY PLACE

XXX ROBERT STREET
WEST ST. PAUL, MN 55107

DRAWING TITLE:
SECOND AND THIRD FLOOR PLAN - PRESENTATION

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DRAWN BY: Author
CHECKED BY: Checker
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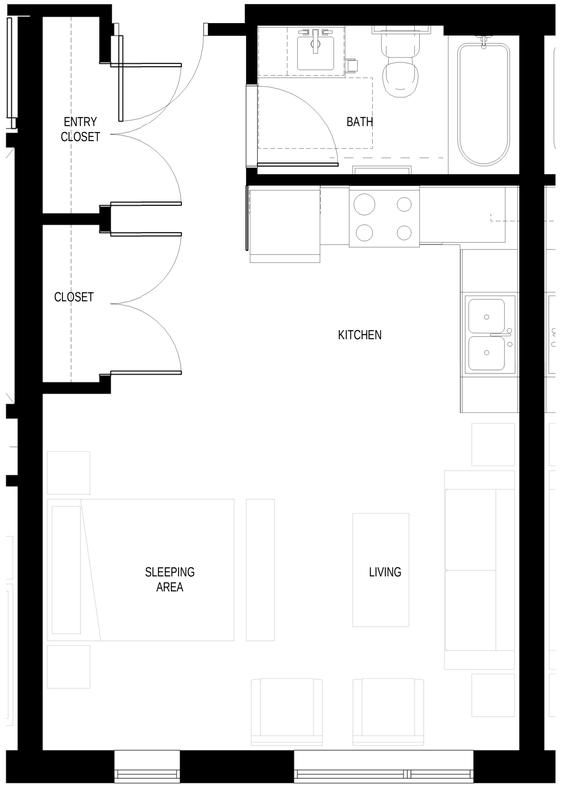
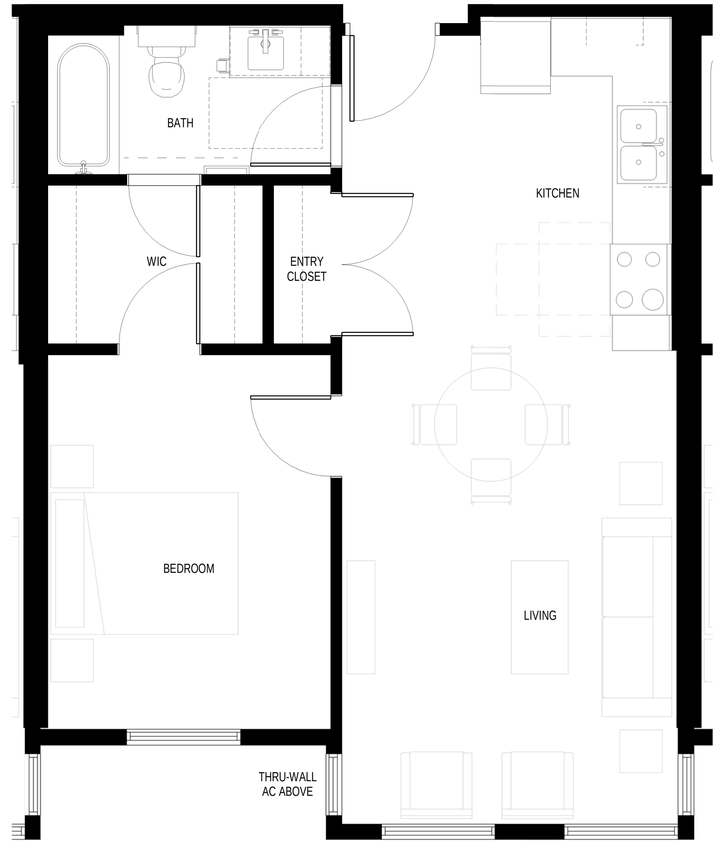


TYPICAL EFFICIENCY UNIT
473 GSF

2 UNIT PLAN EFF B2
3/8" = 1'-0"



TYPICAL 1BR UNIT
647 GSF

1 UNIT PLAN 1BR B
3/8" = 1'-0"

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DRAWING TITLE:
TYP. UNIT TYPES

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BIM 360://190536 DCCDA Roberts Street//190536 DCCDA Roberts Street A19.rvt
3/10/2020 11:56:02 AM

4 South Elevation Sketchup
3/32" = 1'-0"

3 North Elevation Sketchup
3/32" = 1'-0"

EXTERIOR ELEVATION KEY

AC	THRU-WALL AIR CONDITIONING UNITS
AS	ASPHALT SHINGLES
B	BRICK, UTILITY SIZE
BC	BURNISHED CMU
BD	BRICK DETAILING, EVERY 4TH COURSE PROJECTS 1/2"
BS	BUILDING SIGNAGE
C	STEEL ENTRY CANOPY
CCS	WELCOME TO CITY/COUNTY MONUMENT SIGN
CS	CAST STONE
CT	ALUMINUM LAP SIDING CORNER TRIM
FSL	FIBER SUBSTRATE LAP SIDING - ALTERNATING 4" & 7" EXPOSURE
FSP	FIBER SUBSTRATE PANELS w/ REVEAL TRIM
OH	OVERHEAD GARAGE DOOR
MC	PREFINISHED METAL CAP FLASHING
MG	LOCKABLE METAL GRATE
MW	PREFINISHED METAL WRAPPED CORNICE
MWS	METAL WRAPPED SUBSTRATE
VW	VINYL WINDOW - REVERSE COTTAGE SINGLE HUNG
S	STUCCO
SF	ALUMINUM STOREFRONT WINDOW
SR	SEGMENTAL RETAINING WALL SYSTEM

1 East Elevation Sketchup
3/32" = 1'-0"

2 West Elevation Sketchup
3/32" = 1'-0"

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701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

CLIENT:
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DRAWING TITLE:
EXTERIOR ELEVATIONS SKETCHUP

FILE: O:\16Proj\160344\600 Drawings\A
DRAWN BY: ADM
CHECKED BY: ADM
PROJ. NO: 190536
DRAWING NO: **A2.02**

BIM 360://190536 DCCDA Roberts Street/190536 DCCDA Roberts Street A19.rvt
3/11/2020 1:07:32 PM

CITY OF WEST ST. PAUL

Planning Commission Report

To: **Planning Commission**

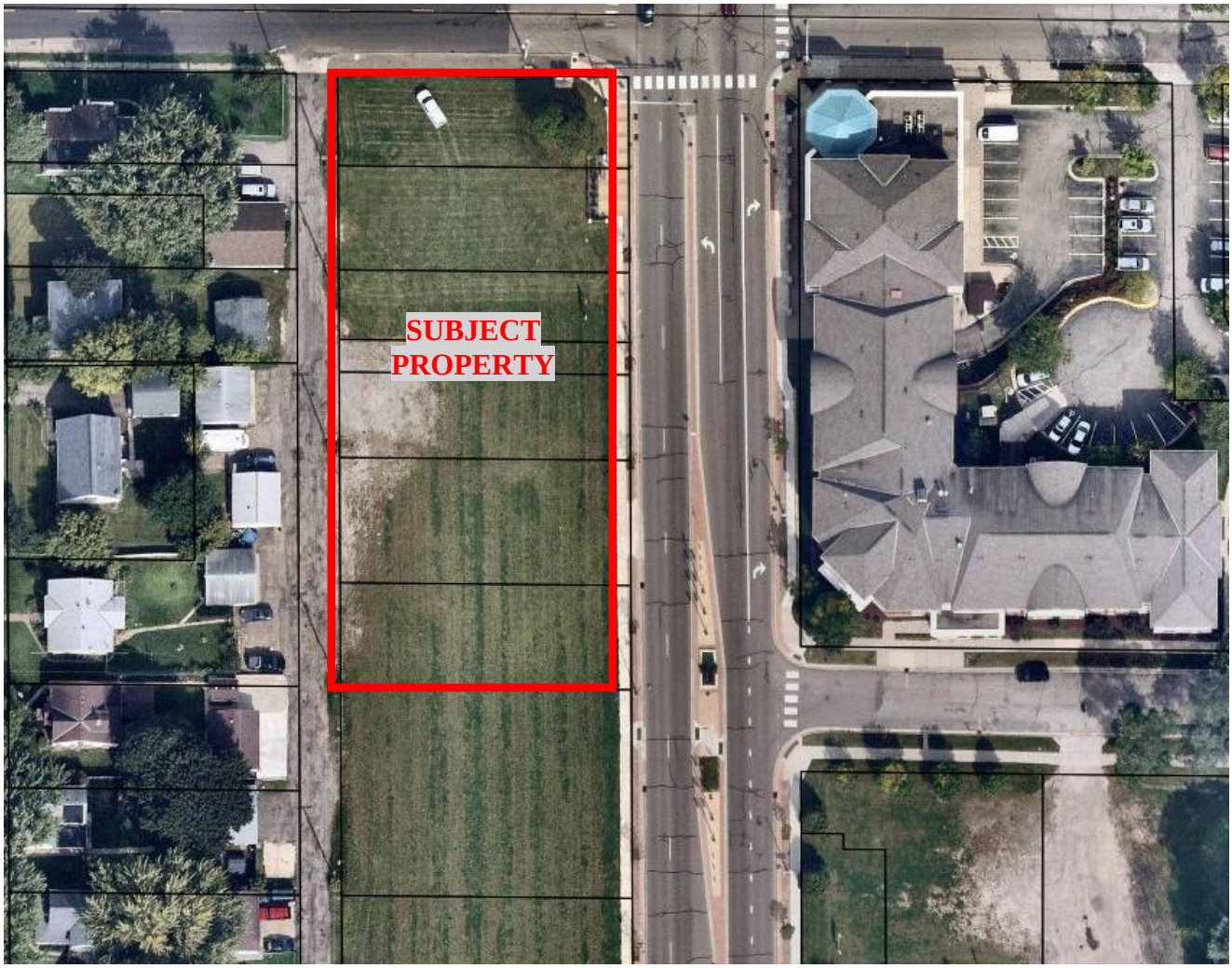
From: **Melissa Sonnek, City Planner**

Date: **March 17, 2020**

Site Plan, Conditional Use Permit, and Rezoning Review for 895 Robert St

REQUEST:
Dakota County Community Development Authority (CDA) is requesting the approval of multiple applications for the construction of a new 54-unit apartment building at the southwest corner of Robert and Annapolis (895 Robert Street).

Attachments:
Application and Narrative
Notices
Submitted plans
Memos from the Env. Comm. & Engineering



Site History and Proposal

As a result of adopting the original Robert Street Renaissance Plan in 2001, the concept for creating a "north gateway" was put into place. Implementing concepts such as shared parking, mixed uses, improvements to the existing streetscape, etc. During this time, several properties were acquired by the Dakota County CDA with the intention of redevelopment and mixed use. However, after properties were acquired and the existing structures demolished, the site has sat vacant for a number of years due to the difficulty of establishing a viable multi-use building in this location due to lot depth and distance from other commercial spaces in West St. Paul. Details on this can be found in the market study conducted by Santec in 2014 (see attached executive summary).

After a number of years of continued effort to develop the site, the CDA came to the decision to construct affordable housing themselves as a part of their county wide effort to create and maintain a variety of affordable housing. Therefore, the applicant is proposing to redevelop several vacant lots along the north side of town to construct a three story 54-unit affordable apartment building, with a mix of one bedroom and efficiency units with both underground and surface parking.

CURRENT USES AND ZONING:

	Use	Zoning
Subject Property	Vacant Lot	B5 – North Gateway Mixed Use
Properties to North	City of St. Paul	City of St. Paul
Properties to East	Senior Living Apartments	B5 – North Gateway Mixed Use
Properties to South	Children's Minnesota Clinic	B5 – North Gateway Mixed Use
Properties to West	Single Family Homes	R1 – Single Family

1) REZONING ANALYSIS:

The property is currently zoned B5 – Gateway North Mixed Use, however, the applicant is proposing to rezone the property to a Planned Residential Development (PRD) with the same B5 underlying zoning. Doing so will allow added flexibility to facilitate better utilization of the site. However, City Staff believes it is important to follow the code as much as possible, therefore, when the proposed project does not meet the outlined requirements, it will be noted in this memo.

The current zoning ordinance outlines a density maximum of 12 units per acre, which would limits the density of this property to 11 units (.944 acres). However, the City's 2040 Comprehensive Plan allows for a higher density of up to 40 units per acre (comp plan overrules the zoning code if/when there are discrepancies). The proposed development has a density of 57.2 units/acre (more information on this later in the density section).

2) CONDITIONAL USE PERMIT ANALYSIS:

Within the B5 - Gateway North Mixed Use District, no structure or land shall be used for the following uses, except by conditional use permit:

(I) R3 and R4 residential dwelling units.

Employees

The building will be staffed by a property manager and regular maintenance technician, both of which would manage other Dakota County CDA rentals in West St. Paul so would have an office at the site but would not consistently occupy said space. The CDA contracts out for cleaning and exterior maintenance of the property, therefore there would be no parking regularly utilized by this service.

Plan Consistency

For larger scale projects, City Staff performs a review the proposed project in relation to long term planning documents (such as 2040 Comp Plan and Renaissance Plan) to ensure the proposal is a good fit for the subject property as well as the City as a whole.

The following recommendations are listed in both plans, all of which are supported in the proposed project:

- Increase variety of housing options, including life cycle housing,
- Increase density and mix of uses along Robert Street,
- Infill with residential development,
- Reduction of land dedicated to parking to allow for compact development, and
- Creation of a distinct identity (north gateway).

3) SITE PLAN ANALYSIS:

Density

The B5 district outlines a density maximum of 3,500 sq. ft. of lot area per unit (12 units/acre). As such, the maximum number of units that would be allowed on this site (.944 acres), by code, would be 11 units. However, as mentioned in the rezoning section, the planned development tag allows for flexibility for things such as density. Similarly, long term planning documents, such as the 2040 Comprehensive plan, recommend that urban communities, like West St. Paul, plan for an increased density of units per acre for development and redevelopment.

The subject property is just under one acre (.944 acres), which with the proposed 54 units the site would total to 57 units per acre. While this exceeds the code's outlined density, City Staff feels comfortable recommending approval when considering the recommendations of the long term planning documents and similar recent redevelopment projects that had increased density.

Recent Re-Development Projects	Units per Acre
1631/1645 Marthaler Ln (DARTs)	59
252 Marie Ave (Rooftop 252)	28
1746 Oakdale Ave (The Sanctuary)	32
240 Wentworth Ave (Golf Course)	28

Building Setbacks

The B5 district requires the below listed building setbacks. The proposed building setbacks are not all compliant with city code, as can be seen below. The proposed front yard setback (abutting Robert St) is very close to the required 10 foot minimum. The northern side yard setback is greater than what is outlined in the code to allow for a sign, as Annapolis Street is the border between St. Paul and West St. Paul, as well as the border between Ramsey County and Dakota County.

	Code Setbacks	Proposed Setbacks
Front	10 – 40 ft.	9 ft. *
Rear	20 ft. min	63 ft.
Side (North) *Adjacent to a Street*	10 - 30 ft.	48 ft. *
Side (South)	0 ft.	0 ft.

Proposed varies from the code requirement

This area and set of lots is unique in a few different ways. First being the land itself, the lots are very narrow (measuring just over 140 feet deep) and the elevation/grade of the land is steep and therefore difficult to build on (grade change of 13 feet in just under 300 feet from north to south). This area is also unique because the code defines the front yard as the shortest lot line, which in this case would be Annapolis. However, the intent of the B5 zoning district is to bring the building front up to the street and have parking to the rear of the property, which cannot be accomplished when fronting the building along Annapolis St. Therefore, the proposed building runs in a north to south direction fronting Robert St.

Parking Setbacks

The B5 district requires the below listed parking setbacks. The proposed site plan details that all parking setbacks meet code requirements, with the exception of the rear yard setback which is proposed to be 7 feet rather than 10 feet. City Staff feels comfortable recommending approval of the proposed parking setbacks.

	Code Setbacks	Proposed Setbacks
Front	Not Permitted	N/A
Rear	10 ft. min	7 ft. *
Side (North) *Adjacent to Street*	10 ft, min	10 ft.
Side (South)	0 ft.	0 ft.

Proposed varies from the code requirement

Parking Counts

The applicant is proposing a total of 84 parking stalls for this project, 34 underground stalls, and 49 surface parking stalls. This would equate out to 1.54 stalls per unit. The applicant has stated that since the units are efficiency and one bedroom, they would limit the number of occupants per unit to one or two people to limit the number of vehicles on site.

The Zoning Code currently requires 2 parking stalls per unit. However, with recent development with the City, the typical parking proposal has been closer to 1.5 stalls per unit. See below for recent development comparison. This apartment is also adjacent to a bus route, which would allow residents to be less reliant on a personal vehicle.

Recent Re-Development Projects	Stalls per Unit
1631/1645 Marthaler Ln (DARTs) *1br & 2br*	1.41
252 Marie Ave (Rooftop 252) *Studio, 1br, & 2br*	2.00
240 Wentworth Ave (Golf Course) *Studio, 1br, & 2br*	1.68

Drive Aisle and Parking Stall Dimensions

The submitted plans show a drive aisle width of 20 ft. and parking stall depths of 18 ft. Both of which are slightly below the code minimums which are 22 feet and 20 feet respectively. The City has approved more shallow parking stalls in previous recent applications due to the average vehicle being smaller. Similarly, the Fire Department has stated they are comfortable with a 20 ft. drive aisle.

Curbing

The proposed parking lot will include B612 curbing as required by code.

Site Access and Sidewalk Connectivity
Proposed ingress and egress for the property will be provided by a driveway on the south side of the property onto Haskell St, while the northern side of the site can be accessed off of Annapolis St. The site will also have sidewalks along the north, east, and south sides of the property.

As a part of this project, the CDA has agreed to re-construct the residential alleyway to the west of the site.

Lighting
The submitted lighting plans do not contain information on lighting levels or foot-candles. Therefore, City Staff is requiring as a condition of approval that all lighting levels must not exceed zero foot-candles at all abutting property lines, and no direct glare may extend into the public street, public open space, or neighboring properties.

Landscaping
The submitted plans detail the removal of 11 trees (132 caliper inches). The zoning ordinance requires that whenever the removal of quality trees occurs, a minimum of 30 percent must be replaced. For the proposed removal, the required caliper inches to be replaced equates out to 40 caliper inches (or 16 trees that measure 2.5 caliper inches). The applicant exceeds this minimum and is proposing 20 trees at 2.5 caliper inches each (totaling 50-caliper inches).

In addition, with all new multi-family residential development, the code requires one new tree per 40 lineal ft. of property, which for this property (870 lineal ft.) equates out to 22 trees. As was previously stated, the applicant is proposing 20 deciduous trees measuring at 2.5 caliper inches. In addition, the applicant is proposing 10 clump form trees, 5 ornamental trees, and 10 coniferous trees. See below for list of plantings.

Deciduous Trees *Measuring 2.5''*	**Number**
Hackberry	4
Princeton Sentry Gingko	6
Skyline Thornless Honey Locust	5
Regal Prince Oak	5
Clump Form *Measuring 8ft or #20 Container*	
'Shiloh Splash' Birch	5
Quaking Aspen	5
Ornamental Trees *Measuring 2.0''*	
Minnesota Strain Redbud	2
Snow Cap Japanese Tree Lilac	3
Coniferous Trees *Measuring 6ft or #20 Container*	
American arborvitae	7
Pine or Spruce	3

Environmental Committee Review
The Environmental Committee reviewed the proposed landscape plan at their March 4th, 2020 meeting; the committee was fine with the development and understood the site and lot limitations. The Committee approved the proposed variety and number of trees for the site, they also liked the additional shrubs and bio-retention tank.

In addition to the proposed, the committee agreed that dark sky compliant lighting and a green roof would be a great addition to this development.

The Environmental Committee recommends approval of the plans with following additions:

- Strongly encourage the developer to use "pollinator friendly" native plants that were not treated with "neonicotinoids",
- Recommend the addition of a green roof to treat stormwater onsite, and
- Encourage that all exterior lighting is Dark Sky compliant.

Staff is recommending as a condition of approval that the applicant consider to the additions and recommendations of the Environmental Committee.

Screening
Since the proposed development is directly adjacent to single family homes, the code requires additional screening. According to code section 153.032 (E)4, screening can be accomplished through one or a combination of any of the following items: a decorative fence, masonry wall, or landscaping.

The applicant held a neighborhood meeting to discuss the project with the surrounding property owners on Tuesday, March 10th. Feedback was mixed on the preferred method of screening between the properties. As such, the applicant is proposing a combination of both, fencing along some areas of the property line and landscaping along the others. Said fencing must comply with the fencing section of the code 153.381.

Construction Materials/Design
Section 153.031 of the zoning code, which outlines residential site plan requirements, does not detail specific building materials or design standards for new buildings as is required for commercial buildings. However, the code does outline that exterior building materials shall be comprised of siding, stucco, brick, glass, or other comparable material. The applicant is proposing a combination of brick, stucco, glass, and lap siding.

Trash Enclosure
The applicant is proposing to locate the trash enclosure within the underground parking area. As such, no additional screening is necessary.

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

Engineering/Storm water Review
The site plan was reviewed by an engineering consultant to specifically review storm water run-off, rate control, and filtration, as well as the proposed stormwater filtration basin.

The engineering consultant listed a number of recommendations regarding obtaining proper permits, storm, drainage calculations, and other plan specifics. As such, City Staff is requiring as a condition of approval, that the applicant adhere to all items outlined in the WSB Engineering Memo dated March 11th, 2020.

In addition, Staff is recommending a condition of approval that prior to obtaining a building permit, the applicant enter into a stormwater management agreement with the city for the proposed stormwater filtration basin.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the REZONING of 895 Robert St from B5 – Gateway North Mixed Use to PRD, Planned Residential Development with B5 – Gateway North Mixed Use underlying zoning subject to the following condition:

1. Council approval of the corresponding site plan and conditional use permit applications.

Staff recommends APPROVAL of the CONDITIONAL USE PERMIT to allow an R4 Residential Dwelling in the B5 – Gateway North Mixed Use District subject to the following condition:

1. Council approval of the corresponding rezoning and site plan applications.

Staff recommends APPROVAL of the SITE PLAN to allow for the construction of a 54-unit apartment building at 895 Robert St. subject to the submitted plans and the following conditions:

1. Council approval of the corresponding rezoning and conditional use permit applications,
2. The applicant shall apply for and obtain all applicable building and sign permits,
3. The applicant shall ensure that all lighting levels will not exceed zero foot candles at all abutting property lines, and no direct glare shall extend into the public street, public open space, or neighboring properties,
4. The applicant shall ensure that all fencing comply with section 153.381 of the zoning code,
5. All signage must comply with section 153 of the zoning ordinance,
6. The applicant shall consider the recommendations of the Environmental Committee per the attached memo dated March 11, 2020,
7. The applicant shall adhere to all items outlined in the WSB Engineering Memo dated March 11th, 2020, and
8. The applicant shall enter into a storm water management agreement prior to the application of a building permit.

Executive Summary

PROJECT BACKGROUND

The Dakota County Community Development Agency (CDA) and the City of West St. Paul engaged Stantec to determine the market demand and redevelopment potential within a study area defined as the "Gateway" block, which consists of several parcels that straddle the west and east sides of South Robert Street between Annapolis Street and Haskell Street.

South Robert Street is a major commercial corridor and thoroughfare that bisects the City of West St. Paul. A major reconstruction of the street is planned for 2015 and 2016, which will alter transportation patterns and access points to and from study area properties.

As a Gateway to the City of West St. Paul, the study area is an important component to the on-going revitalization process of this section of the South Robert Street. Understanding the market potential for the study area will assist the CDA and the City of West St. Paul in their attempts to plan for anticipated growth, target specific development opportunities, and create a foundation for partnerships in the ongoing revitalization process.

SITE ANALYSIS

Although the study area is located along a prominent commercial corridor, it is situated within an established residential neighborhood consisting mostly of modest, well-maintained single-family homes. The portion of the study area west of South Robert Street is rectangular in shape and 1.74 acres in size. The portion east of South Robert Street is roughly square in shape and is 1.44 acres in size.

The study area is an excellent location for multifamily housing given its central location within the region, access to high-frequency transit, walkability, proximity to shopping further south along Robert Street, and proximity to employment in downtown St. Paul.

As a location for commercial development, the study area benefits from good traffic volumes along South Robert Street as well as many of the reasons that make it a strong multifamily location. However, there are some site challenges that would need to be overcome to make it a viable commercial location: 1) it is located more than a mile north of where most of the retail is concentrated along South Robert Street, and, therefore does not benefit from the traffic generated by some the large retailers in that area; 2) the lot depth, particularly on the west side of Robert Street, will be difficult to accommodate parking; and 3) despite the underlying pedestrian scale of the area, there is no place of interest or focal point to help attract visitors.

CITY OF WEST ST. PAUL

Environmental Committee Memo

To: **City Planner**

From: **Asst. Parks & Recreation Dir.**

Date: **March 11, 2020**

Case #20-01 – Site Plan Approval for the Redevelopment of the North Gateway Site

BACKGROUND INFORMATION:

At the March 4, 2020 Environmental Committee (EC) meeting, members reviewed the Site Plan submitted by the Dakota County Community Development Authority (CDA), for the redevelopment of the several vacant parcels on the southwest corner of Robert St. and Annapolis St. to construct an affordable housing complex.

The Committee discussed the plan, including looking at aerial images of the existing conditions. Knowing that the site was being fully developed members knew space was tight and were fine with the proposed number and variety of trees being proposed. They liked all the additional shrubs and perennials being planted on the site and were glad to see addition of a bio-retention garden to treat stormwater on site. Members agreed that Dark Sky compliant lighting and a green roof would be a great addition to this development.

Members are recommending approval of the plans with following additions:

- Strongly encourage the developer to use "pollinator friendly" native plants that were not treated with "neonicotinoids",
- Recommend the addition of a green roof to treat stormwater onsite, and
- Encourage that all exterior lighting is Dark Sky compliant.

RECOMMENDATION:

Environmental Committee members approve of the site plan for the redevelopment of the North Gateway Site, with the recommended additions listed above.

Memorandum

To: Ross Beckwith, PE
Melissa Sonnek

From: Kendra Fallon, EIT

Date: March 11, 2020

Re: CDA Gateway Property Stormwater Review
WSB Project No. 013770-000

The following documents were submitted late February 2020 by LBH and were reviewed for compliance with the City of West St. Paul (City), Lower Mississippi River Watershed Management Organization (LMRWMO), and MPCA Engineering Guidelines:

- 190536_Gateway Place_Stormwater Management Plan_Rev0 20200221
- Site Plan – 03.09.2020
- DWG SHEETS COMBINED

The project will disturb over an acre which requires an NPDES permit and triggers City water quality and rate control requirements. The following comments should be addressed as the project moves forward:

<u>General</u>

1. A NPDES permit shall be obtained prior to construction.
2. Freeboard requirements will need to be met for this site. Applicant should rework rain garden/grading design in order to achieve two feet of separation between the HWL and FFE of the adjacent buildings.

<u>Plans</u>

1. It is unclear how storm sewer is routed into the underground storage tanks. From sheet C302, there are outlets called out on the north side of the tank but there are no inlets shown into the tank. Applicant should clarify how water is routed to the storage tanks.
2. It is recommended the watermain and sanitary sewer be moved from underneath the proposed location of the rain garden.
3. Drain tile is shown on Detail 4 provided on sheet C515 but is not shown on the plans. Drain tile location and length should be added to the utility plan if proposed.
4. The storm sewer connecting to existing storm sewer along Annapolis should be RCP. It is recommended that all storm sewer below the parking lot be changed to RCP as well.
5. Storm sewer inlets are only shown on the west side of the parking lot. Applicant should confirm there aren't any low points along the gutter on the east side of the east side of the parking lot.
6. Drainage and utility easements should be included on the plans.

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

Modeling

1. Storm sewer calculations should be included for the full buildout condition with all future storm sewer included to confirm the downstream storm sewer constructed with Phase I will be adequately sized to handle future development.
    a. In addition to what was included in the table, storm sewer sizing calculations should include the following for each run of pipe:
        i. Drainage area to each inlet with corresponding rational method coefficients
        ii. Pipe slope
        iii. Time of concentration
2. Exfiltration should be included in the HydroCAD model for the rain garden as the design infiltration rate will likely control the discharge rate through the underdrain.
3. The grate elevation for the rain garden OCS differs between the HydroCAD model and the rim elevation called out on the utility plan. Application should update the HydroCAD model to be consistent with what is shown in the plans. Additionally, the grate should be modeled as a horizontal orifice.
4. HydroCAD models should use a MSE3 distribution.

We request the applicant respond with how each comment above has been addressed. Please reach out with any questions concerning the comment provided in this memo.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION APPROVING A SITE PLAN FOR THE CONSTRUCTION OF A 54-UNIT APARTMENT BUILDING AT 895 ROBERT ST. – DAKOTA COUNTY COMMUNITY DEVELOPMENT AUTHORITY (CDA)

WHEREAS, a site plan application has been submitted to the City for the properties currently legally described as:

CURRENT: LOTS 1 – 6 OF THE MICHAEL B ADDITION

WHEREAS, a public hearing concerning the site plan was held before the West St. Paul City Council on March 23, 2020;

WHEREAS, the West St. Paul City Staff recommended the City Council approve the site plan; and

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the site plan for 895 Robert St. requested by the Dakota County Community Development Authority (CDA), is hereby approved subject to the submitted plans and following conditions:

1. Council approval of the corresponding rezoning and conditional use permit applications,
2. The applicant shall apply for and obtain all applicable building and sign permits,
3. The applicant shall ensure that all lighting levels will not exceed zero foot candles at all abutting property lines, and no direct glare shall extend into the public street, public open space, or neighboring properties,
4. The applicant shall ensure that all fencing comply with section 153.381 of the zoning code,
5. All signage must comply with section 153 of the zoning ordinance,
6. The applicant shall consider the recommendations of the Environmental Committee per the attached memo dated March 11, 2020,
7. The applicant shall adhere to all items outlined in the WSB Engineering Memo dated March 11th, 2020, and
8. The applicant shall enter into a storm water management agreement prior to the application of a building permit.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 23rd day of March, 2020.

Attest:

_____	_____
David Napier, Mayor	Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A R4 RESIDENTIAL DWELLING IN THE B5 – GATEWAY NORTH MIXED USE DISTRICT AT 895 ROBERT ST. – DAKOTA COUNTY COMMUNITY DEVELOPMENT AUTHORITY (CDA)

WHEREAS, a conditional use permit application has been submitted to the City for the properties currently legally described as:

CURRENT: LOTS 1 – 6 OF THE MICHAEL B ADDITION

WHEREAS, a public hearing concerning the conditional use permit was held before the West St. Paul City Council on March 23, 2020;

WHEREAS, the West St. Paul City Staff recommended the City Council approve the conditional use permit; and

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the conditional use permit for 895 Robert St. requested by the Dakota County Community Development Authority (CDA), is hereby approved subject to the submitted plans and following condition:

1. Council approval of the corresponding rezoning and site plan applications.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 23rd day of March, 2020.

Attest:

David Napier, Mayor	Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Melissa Sonnek, City Planner**

Date: **March 23, 2020**

Site Plan, Conditional Use Permit, and Preliminary Plat Review for 110 Crusader Ave – Net Ministries

BACKGROUND INFORMATION:

Net Ministries is requesting the review of multiple applications for the expansion of their existing building at 110 Crusader Avenue. The applicant is proposing to construct a single level 12,000 square foot addition to the existing building which include of an expansion of an existing assembly/meeting space and several smaller spaces for meetings, office, storage, etc. This addition would bring the total square footage of the building to 53,976 square feet.

110 Crusader Ave. serves as the national office and training center for their youth ministry program. As a part of this, a long term goal for Net Ministries has been to provide education and training as well as temporary housing for those that come for missionary training during a few weeks in the summer. In addition to the dorms on site, Net Ministries also has a few nearby residential homes for the trainees to stay during their visit. With the combination of dorms and nearby residential homes, in 2018 both the City and Net Ministries agreed to re-zone the property as a planned residential development (PRD) with underlying R4 zoning, to have the zoning properly reflect the use of the property.

Please refer to the attached Planning Commission report for more details on the request.

PLANNING COMMISSION:

The Planning Commission meeting scheduled for Tuesday March 17th, 2020 was cancelled due to a lack of quorum. Therefore, the Planning Commission was unable to review the proposed amendment. City Staff reached out the commissioners and requested that any and all comments be sent to staff in order to be forwarded in to City Council and the applicant. As of Friday, March 20th, 2020 at 2:30pm, City Staff has received no feedback from the public or the Planning Commission.

STAFF RECOMMENDATION:

Staff recommends that the Council hold the public hearing and either approve of the applications per the submitted plans or continue the item to the April 27th Council meeting to allow the Planning Commission to review the plans during their April 21st meeting.

City Staff has prepared resolutions for the applications should the Council decide to approve the applications tonight.

ATTACHMENTS:

Application and Narrative
Notices
Submitted plans
Planning Commission Report
Planning Commission Attachments
Resolutions

The Dennis Batty & Associates Group, Inc.
architects & planners
22770 Imperial Avenue North Forest Lake, Minnesota 55025
Phone 651-464-3756 Fax 651-464-3794
Email dennisbatty@dennisbatty.com

February 19, 2020

RECEIVED
FEB 21 2020
CITY OF WEST ST. PAUL

Melissa Sonnek, City Planner
City of West St Paul
1616 Humboldt Avenue
West St Paul, MN 55118

Re: Application for Site Plan Review,
Application for Conditional Use Permit and
Application for Preliminary and Final Platting for
The NET Ministries Addition

Dear Melissa,

The following is a cover letter for submittal of the applications and related submittal items for the proposed addition to NET Ministries building located at 110 Crusader Ave. Applications and plans are being submitted to the City of West St Paul Planning Department for the following requested actions.

1. Approval of an application for a Conditional Use Permit for an addition to the existing building in an R-4 residential zoning district on property located at 110 Crusader Avenue.
2. Approval of an application for a Site Plan Review for an addition to the existing building on the property identified above.
3. Preliminary and Final Platting of the single currently un-platted parcel of land on which the addition is proposed.

For purposes of this cover letter, the term the "Owner" and or "Property Owner" shall refer to NET Ministries. The term "Architect" shall refer to the Dennis Batty & Associates Group, Inc., Architects. The term "City" shall refer to the City of West St Paul. The term "CUP" shall refer to Conditional Use Permit.

SUBMITTALS
The following items are part this submittal:

1. (3) Completed and signed Application Forms for Conditional Use Permit, Site Plan Review and Platting processes.

2. A check made out to the City of West St Paul for application fees in the amount of $1,332.14.
3. Architectural Drawings:
   A1.0 Site Plan
   A3.1 Floor Plan
   A6.0a Colored Exterior Elevations
   A6.0b Un-colored Exterior Elevations
   Aerial perspective of proposed addition
4. Surveyor's Drawing
   Preliminary Plat
5. Civil Engineering Drawings
   C100 Demolition Plan
   C200 Paving and Dimension Plan
   C300 Grading and Erosion Control Plan
   C400 Utility Plan
   C500 Details
   Stormwater Calculations
6. Landscape Drawings
   LA1.0 Existing Landscape Site Plan

Number of copies of drawings being submitted include:
1. 1 copy of drawings each at 11x17
2. 5 copies each at 24x36 (Full size)

Application fees are being paid as follows:

1. Conditional Use Application Fee - $275 plus $800 Escrow
2. Site Plan Review Application Fee - $275 plus $1,300 Escrow
3. Platting Application Fee - $277 plus $600 Escrow
4. Total Fees & Escrow - $3,527

PROJECT DESCRIPTION/NARRATIVE

Proposed Building Addition

NET Ministries proposes to build a single level 12,000 square foot addition to the south west corner of the existing 42,092 square foot building. Total area of the new and existing construction would be 53,976 square feet. The proposed addition would house expansion of the existing large meeting space and add 15 classrooms, storage and other support spaces. A small amount of remodeling would be done in the existing building to provide additional restrooms.

Exterior Building Materials

The exterior finishes of the proposed addition will match those of the adjacent most recent addition of the existing building. Exterior building materials will be brick masonry, EIFS and aluminum framed windows and storefront. New landscaping will be provided around the perimeter of the proposed addition.

The overall height of the proposed addition will be 18'-8" matching the height of the adjacent existing building

Function and Use

The main work of NET Ministries is to recruit, train, and send out groups of young adult missionaries who travel around the US conducting retreats for teenagers. Currently, we have 170 missionaries. The NET Center serves as our main headquarters and training center. The missionaries are here in the building about seven weeks throughout the year. When our NET teams are not here in training we use the building to host retreats for confirmation students. Once a month we have a large youth event that draws 800 - 1000 youth. This is currently held in the existing gym. The plan is to move this event into the enlarged multi-purpose meeting room. A Catholic group also rents the main meeting room once a month for a 600 person gathering.

The normal set up for the large multi-purpose meeting room,(when there is no big gathering,) will include dining for 200 on the north end of the room and chair seating for 200 on the middle section of the room. The south end of the room will be subdivided by folding partitions into two classrooms. This would be the normal room set up 90% of the time. For the once-a-month large event, this space would completely opened up and chairs set up in

The small meeting rooms to the south will be used for team meetings during training and small group meeting rooms during retreats. The 17' x 17' classrooms will typically be used by 14 people and the larger classrooms by 30-40 people.

Proposed Parking

The existing building has a parking lot containing 120 spaces. NET Ministries has a shared parking agreement with Crown of Life Lutheran Church to north across Crusader Avenue. That church has a parking lot containing 178 spaces. Total parking currently available to NET Ministries is 298 spaces. The proposed site plan shows additional proof of parking of 99 spaces. This would bring total parking available to 397 spaces.

The City of West St Paul does not have a single category in their parking ordinance that would cover all of the uses in the NET Ministries facility.

If the facility were considered a post-secondary educational use, the City requires one parking space for each seven students and one space for each three classrooms. A single cohort of missionary students is 200 or less. 200 divided by 7 yields 29 spaces. There are 15 classrooms divided by 3 yields 5 spaces. Because this is the NET Ministries headquarters, it includes a significant amount of administrative space. Currently there are 42 work stations in the office area, and providing a parking space for each work station yields 42 spaces. Adding these three numbers together totals 76 spaces. As listed above, the existing parking lot contains 120 spaces.

If the parking requirement for the facility were to be based the seating capacity of the main multipurpose space, the parking requirements would be as follows. The City requires one space for each 3.5 seats in the main auditorium space of a church, performing arts center or other auditorium facility. Total seating of the main multipurpose space is 1,050. Dividing this by 3.5 seats per space yields a total of 300 spaces. As listed above, the existing NET Ministries parking lot (120) and the Crown of Life Lutheran Church parking lot (178) contain a total of 298 spaces. Constructing the proof of parking (99) shown on the site plan would bring the total spaces to 397.

Opening up the main multipurpose room and using it for a single event will take place on a Saturday evening once per month. This event is attended primarily by college and high school students. More than half of these students will be bussed to the NET Ministries facility for the event, thus reducing the amount parking needed to service this once-per-month event. We propose that the 298 parking spaces currently available will be adequate to meet the need for this multipurpose space the way NET Ministries proposes to use it. Net Ministries would agree to building out the proposed proof of parking spaces if the existing parking proved inadequate for the space as it's use reached it's maximum capacity.

In addition to the proof of parking shown on the plan, a new turn-around is proposed to be added to the existing service drive on the west side of the building. This will allow delivery trucks to pull into the drive instead of backing.

Ministry Activity Schedule and Plan of Operation
The activity schedule and plan of operation for the church is as follows:

Sunday
9:00AM to 11:00PM - Worship Service
Monday
8:00AM to 5:00PM - Regular Office Hours
8:00AM to 5:00PM - Classes

Tuesday
8:00AM to 5:00PM - Regular Office Hours
8:00AM to 5:00PM - Classes
Wednesday
8:00AM to 5:00PM - Regular Office Hours
8:00AM to 5:00PM - Classes
Thursday
8:00AM to 5:00PM - Regular Office Hours
8:00AM to 5:00PM - Classes
Friday
8:00AM to 5:00PM – Regular Office Hours
8:00AM to 5:00PM - Classes
Saturday
6:00PM to 9:00PM – Once per Month Evening Event

Response to Site Plan Application Question

What will be the effect(s) on existing and anticipated traffic conditions, including parking facilities on adjacent streets? There will be little or no effect(s) on either the existing or anticipated traffic conditions in and around the site since no new functions or activities are anticipated at this time. All activities and functions proposed for the new addition are currently housed and carried out in the existing building. For instance, the major traffic generating event, the Saturday night event is housed in the existing gymnasium space. This same Saturday night event attendance can currently run more than 800 in the existing gymnasium space. The proposed multipurpose seating capacity of 1,050 represents a 21% over that of the present gymnasium. There is no off-street parking in the area used by NET Minnistries and none is anticipated. Bussing of more than half of the participants to the Saturday evening Mass is expected to continue as a means of transportation.

Response to CUP Application Questions

What will be the effect of the proposed use on the health, safety, and welfare of the occupants of the surround parcels? Since the proposed project is an addition to an existing building that will continue the same functions and uses, any change in impact on the surrounding parcels would be minimal if any at all. The proposed addition and proof of parking will located in the center of the 17+ acre site away from the Crusader Avenue and at a least 100 feet from all property lines.

What will be the effect(s) on existing and anticipated traffic conditions, including parking facilities on adjacent streets? See response to same Site Plan Application question above.

What will be the effect of the proposed on the Comprehensive Plan? None, since the proposed project is an adition to an existing building with no change in or additional occupancies proposed.

Additional Site Information

1. The site is currently zoned R-4 Multi-family Residential PDR Planned Residential Development. This facility is conditional use in this zoning.

2. Total area of the site is 17.8 acres. About half of the site is wooded.

3. The site contains a wetland area as delineated on the certified land survey. This actually a man-made designed and constructed stormwater retention pond. The architectural site plan also shows the wetland/stormwater pond. The proposed addition and proof of parking will not encroach on the wetland area.

4. The setbacks of the proposed building addition and proof of parking are both set back from property lines by a minimum of 175 feet. Less than 7% of the site is covered by building. Less than 18% is covered by building, parking and drives.

Proposed Construction Schedule

The Owner proposes to start construction on the new facility on or about April 15, 2020 and complete the project by March 1, 2021.

(End of Project Description/narrative)

If you have questions or need further information please contact me.

Sincerely,

Dennis Batty, AIA
The Dennis Batty & Associates Group, Inc., Architects & Planners
Enc.

CITY OF
WEST ST. PAUL

City Hall
1616 Humboldt Avenue
West St. Paul, MN 55118
651-552-4190
www.wspmn.gov

CONDITIONAL USE PERMIT APPLICATION

Filing Fee: $275

Escrow Amount: $400 (Residential)
$800 (Commercial)

TOTAL FEES: $ 1,075

Office Use Only

Case No: 20-02

Date Received: 02/21/2020

Receipt # 2020-00000408

60 Day Date: 04/21/2020

Street Address of Parcel: 110 CRUSADER AVE

Name of Applicant: MARK BECHEM NET MINNISTRIES

Phone # 651.450.6833

Address of Applicant: 110 CRUSADER AVE. WSP, MN 55118

Email: MARK@NETUSA.org

Name of Owner: SAME

Phone #

Address of Owner:

Email:

Legal/PID # 4203 0000 9012

Present Zoning: R-4 DENSITY C PD TYPE PRD

Proposed Use of Parcel: ADDITION TO EXISTING TRAINING CENTER

Zoning Section Authorizing CUP:

What will be the effect of the proposed use on the health, safety, and welfare of the occupants of the surrounding parcels? SEE ATTACHED NARRATIVE

What will be the effect on existing and anticipated traffic conditions, including parking facilities and adjacent streets? SEE ATTACHED NARRATIVE

What will be the effect of the proposed use on the Comprehensive Plan?

SEE ATTACHED NARRATIVE

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, 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, and

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)	651 450-6833 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 City Planner 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

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

SITE PLAN APPLICATION

Filing Fee: $275.00

Escrow Amount: $1,300.00

Total Fees: $ 1,575

OFFICE USE ONLY

Case No: 20-02

Date Received: 02/21/2020

Receipt No: 2020-00000408

60 Day Date: 04/21/2020

Street Address of Parcel: 110 CRUSADER AVE

Name of Applicant: MARK BERCHEM NET MINISTRIES Phone # 651-450-6833

Address of Applicant: 110 CRUSADER AVE, WEST ST. PAUL, MN 55118 Email: mark@netusa.org

Name of Owner: SAME Phone #

Address of Owner: Email:

SITE INFORMATION

Legal/PID # of the Property Involved: 4 203 0000 9012

Present Zoning: R-4 DENSITY C PD TYPE PRD

Proposed Use of Parcel: THE PARCEL CURRENTLY CONTAINS A TRAINING CENTER FOR NET MINISTRIES. IT CONTAINS OFFICES, CLASSROOMS, GYMNASIUM, DORMITORIES, AND LARGE MEETING SPACE USED FOR DINING & MEETINGS. AN ADDITION IS PROPOSED

What will be the effect(s) on existing and anticipated traffic conditions, including parking facilities on adjacent streets: SEE ATTACHED NARRATIVE LETTER.

IS PROPOSED TO THE EXISTING BUILDING THAT WILL INCLUDE ENLARGING THE EXISTING LARGE MEETING SPACE & ADD ADDITIONAL CLASSROOMS.

EXHIBITS REQUIRED

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, locations, and sizes,
   ii. Building elevations, including finishes on all buildings on 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, and
   v. Proposed plans for sidewalk to service, parking, recreation, and service areas within the site.
c. Stormwater Management information, including:
   i. Modeling showing proposed rates are meeting the existing rates for the Atlas-14, 10- and 100-year storm events,
   ii. Existing and proposed drainage area maps,
   iii. Utility plan showing existing and proposed storm sewer (if applicable) to verify modeling,
   iv. Site grading plan,
   v. If proposing infiltration, soil borings should be submitted to confirm adequate separation,
   vi. If disturbing more than one acre, water quality modeling showing a 50% total phosphorus removal from runoff
   vii. If creating more than an acre of net new impervious, volume control calculations to show 1" over the net increase in impervious being infiltrated.

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.

Mark Arnold — 2/10/20

Signature of Owner (Required) — Phone Number

Signature of Applicant (If different) — Phone Number

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

LAPSE OF SITE PLAN: An approved site plan shall lapse and become null and void six months following the date on which the Plat was approved, unless prior to the expiration of six months 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
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1616 Humboldt Avenue
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651-552-4100
FAX 651-552-4190
www.wspmn.gov

PLATTING APPLICATION

Filing Fee: $275 + $2 each lot
Escrow Amount: $600 (1-2 lots)
$1,600 (3 or more lots)
Total Fees: $ 877

OFFICE USE ONLY
Case No: 20-02
Date Received: 02/21/2020
Receipt No: 2020-00000408
60 Day Date: 04/21/2020

CONTACT INFORMATION

Name of Applicant: NET Ministries
Phone #
Address of Applicant:
Email:

Name of Owner: MARK BERCHEM NET Ministries
Phone # 651 450-6833
Address of Owner: 110 Crusader Ave West St. Paul 55118
Email: markb@netusa.org

Name of Surveyor: LENNY CARLSON SUNDE LAND SURVEYING
Phone # 952.886.3109
Address of Surveyor: 9001 E. BLOOMINGTON FRWY SUITE 118 BLOOMINGTON, MN 55420
Email: lenny.carlson@sunde.com

Name of Engineer: MATT WOODRUFF LARSON ENGINEERING
Phone # 651.481.9120
Address of Engineer: 3524 LABORE RD, WHITE BEAR LAKE, MN 55110
Email:

PLAT INFORMATION

Legal/PID # of the Property Involved: 4203000009012
Total Acreage: 17.8
Proposed Number of Lots: 1
Proposed Name of Plat: NET MINISTRIES

Plat meets all minimum subdivision requirements. If not, explain: YES

ARCHITECT: DENNIS BATTY & ASSOC. INC.
22770 IMPERIAL AVE N. FOREST LAKE
MN 55025 612.819.9711
donn@dennisbatty.com

EXHIBITS REQUIRED

1. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 copies of the proposed plat/final plat in sets.

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.

Mark Bra	651 450-6833
Signature of Owner (Required)	Phone Number
Signature of Applicant (If different)	Phone Number

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

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

FEES

1. The fees to be paid by each applicant for each zoning request shall be as prescribed by the City Council. Fees shall be payable at the time applications are filed with the Zoning Administrator and are not refundable unless the application is withdrawn prior to being sent for legal publication and notice. There shall be no fee in the case of applications filed in the public interest by the City Council or by the Planning Commission. Fees shall include application fee, filing fees, consultant, legal, planning, and engineering fees.

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CITY OF
WEST ST. PAUL

1616 Humboldt Avenue
West St. Paul, MN 55118

651-552-4100
www.wspmn.gov

CITY OF WEST ST. PAUL, MN
NOTICE OF PUBLIC HEARING

The listed items below will be a Public Hearing at the Planning Commission Meeting Tuesday, March 17, 2020 at 7:00 pm and a Public Hearing at the City Council Meeting Monday, March 23, 2020 at 6:30 p.m.:

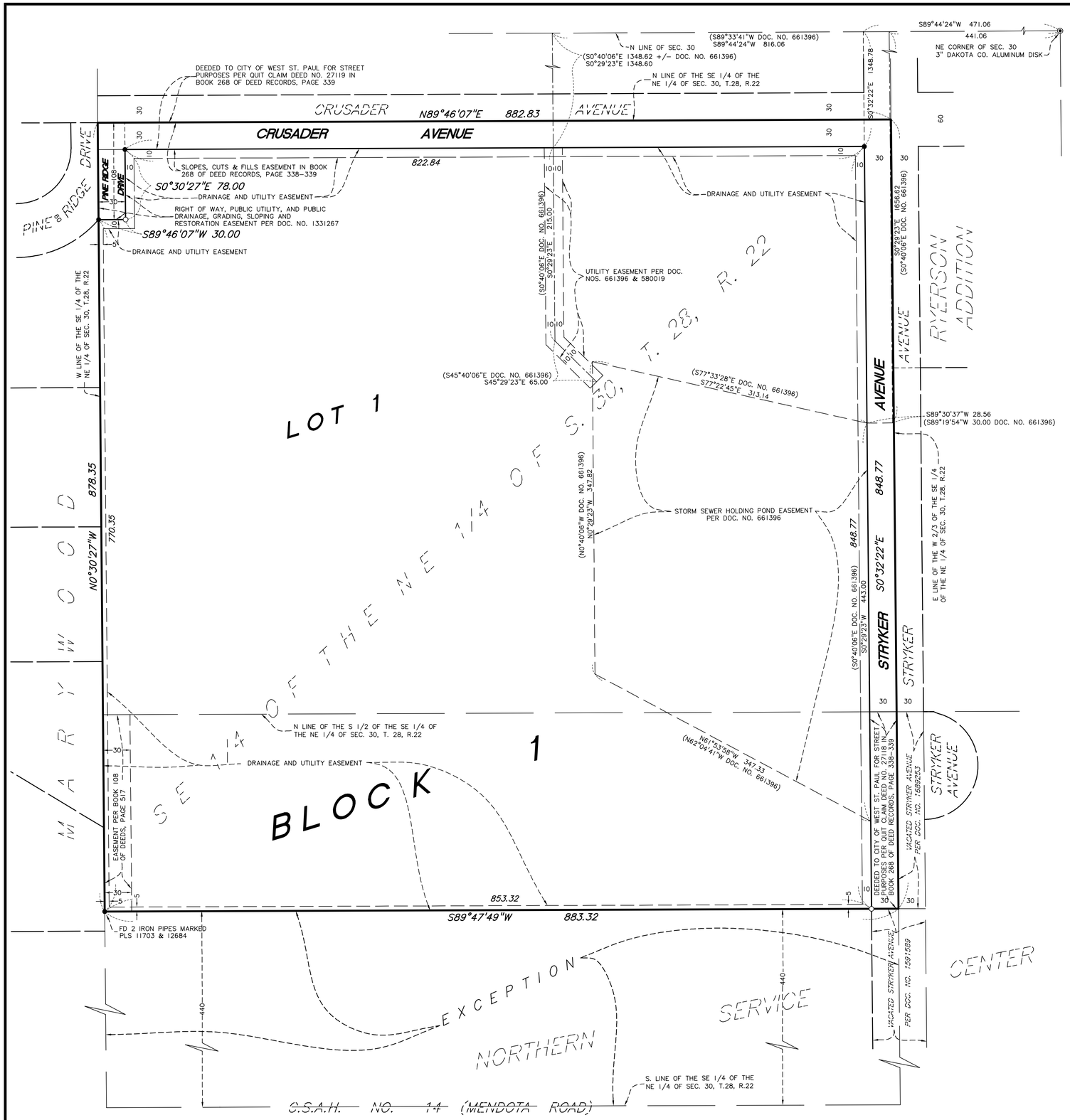
PC Case 20-02 – Conditional Use Permit, Site Plan, and Preliminary Plat review for the expansion of an existing building at 110 Crusader Avenue – Net Ministries

If you have any questions regarding the hearing item listed above, please contact Melissa Sonnek, City Planner at (651) 552-4134.

For Informational Purposes Only – Not for Publication

Shirley Buecksler
City Clerk

Published: March 6, 2020
Twin Cities Pioneer Press
Posted: March 4, 2020
City of West St. Paul



NET MINISTRIES

KNOW ALL PERSONS BY THESE PRESENTS: NET Ministries, a Minnesota nonprofit organization, owner of the following described property situated in the City of West St. Paul, County of Dakota, State of Minnesota:

The West Two Thirds (W 2/3) of the Southeast Quarter of the Northeast Quarter of Section 30, Township 28, Range 22, according to the United States Government Survey thereof, Dakota County, Minnesota, Except the South 440 feet thereof.

Has caused the same to be surveyed and platted as NET MINISTRIES and does hereby dedicate to the public for public use the public ways and drainage and utility easements as shown on this plat.

In witness whereof NET Ministries, a Minnesota nonprofit organization, has caused these presents to be signed by its proper officer this _____ day of _____, 20___.

Signed: NET Ministries

_____ its _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, _____ of NET Ministries, a Minnesota nonprofit organization, on behalf of the organization.

_____
signature

_____
printed

Notary Public,_____ County, _____
My Commission Expires January 31, 20___

I, Leonard F. Carlson, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20___.

_____
Leonard F. Carlson Licensed Land Surveyor
Minnesota License No. 44890

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 20___, by Leonard F. Carlson, a Licensed Land Surveyor.

_____
signature

_____
printed

Notary Public, Minnesota
My Commission Expires _____, 20___

CITY COUNCIL, CITY OF WEST ST. PAUL, STATE OF MINNESOTA

This plat was approved by the City Council of West St. Paul, Minnesota, this _____ day of _____, 20___ and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By _____, Mayor By _____, Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20___.

_____
Todd B. Tollefson, L.S.
Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

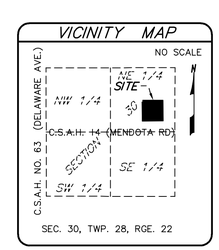
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20___ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20___.

_____
Amy A. Koethe, Director
Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of NET MINISTRIES was filed in the office of the County Recorder for public record on this _____ day of _____, 20___, at _____ o'clock __.M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

_____
Amy A. Koethe, County Recorder



N

60 0 60 120
SCALE IN FEET

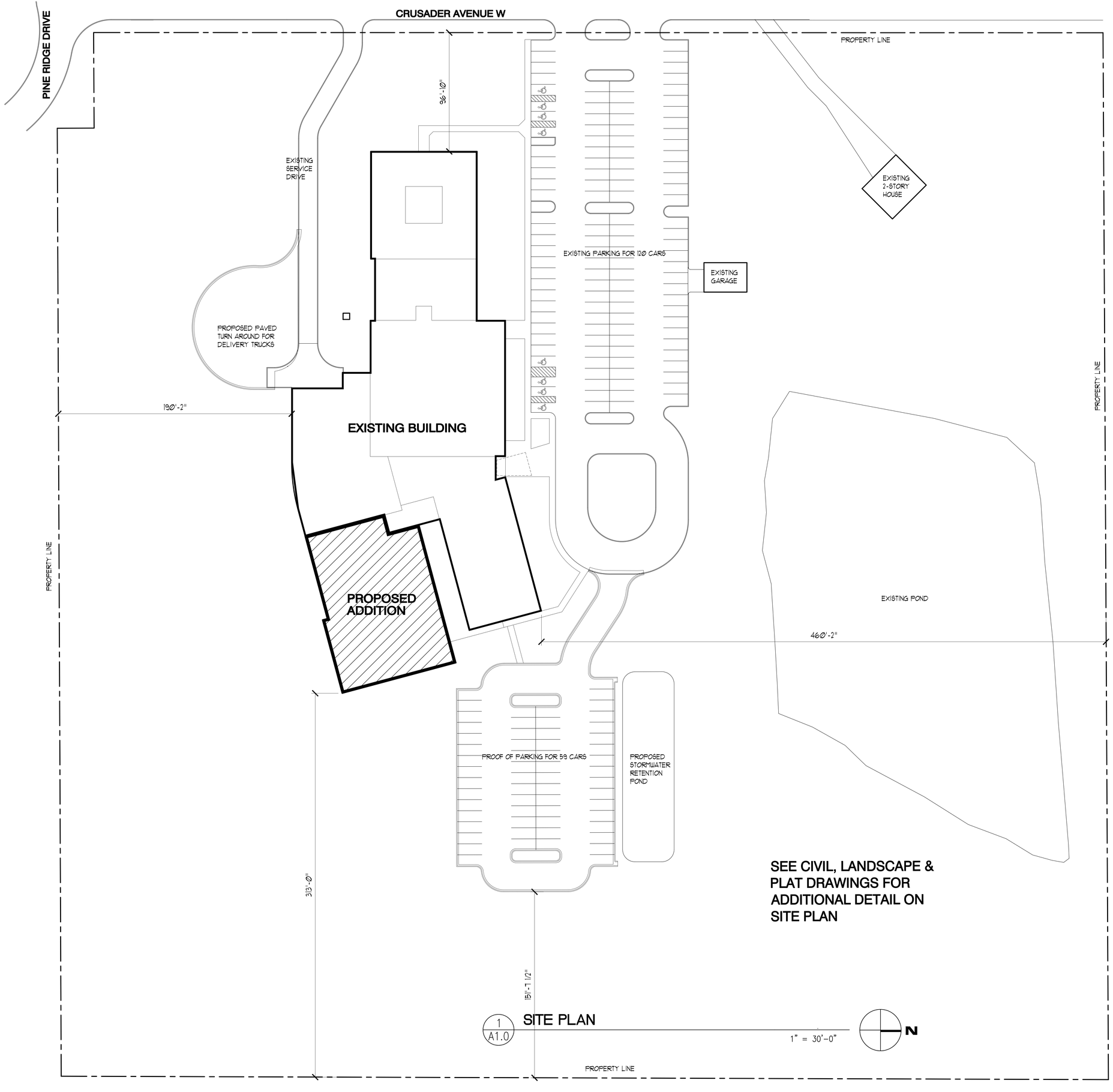
PRELIMINARY
SUBJECT TO REVISION

LEGEND

- ○ Denotes iron monument set marked with P.L.S. No. 44890
- ● Denotes found 1/2" open iron monument unless otherwise noted

The north line of the SE 1/4 of the NE 1/4 of Section 30, T. 28, R.22 is assumed to bear N89°46'07"E.

SUNDE LAND SURVEYING



The Dennis Batty & Associates Group
architects & planners incorporated

MINNESOTA

22770 IMPERIAL AVENUE N.
FOREST LAKE, MN 55025
EMAIL: info@dennisbatty.com
PHONE: 651-464-3756
FAX: 651-464-3794

DRAWN BY:

COMMISSION NUMBER:

ISSUE DATE:

PLOT DATE:
02/17/20

REVISIONS:

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

DENNIS BATTY

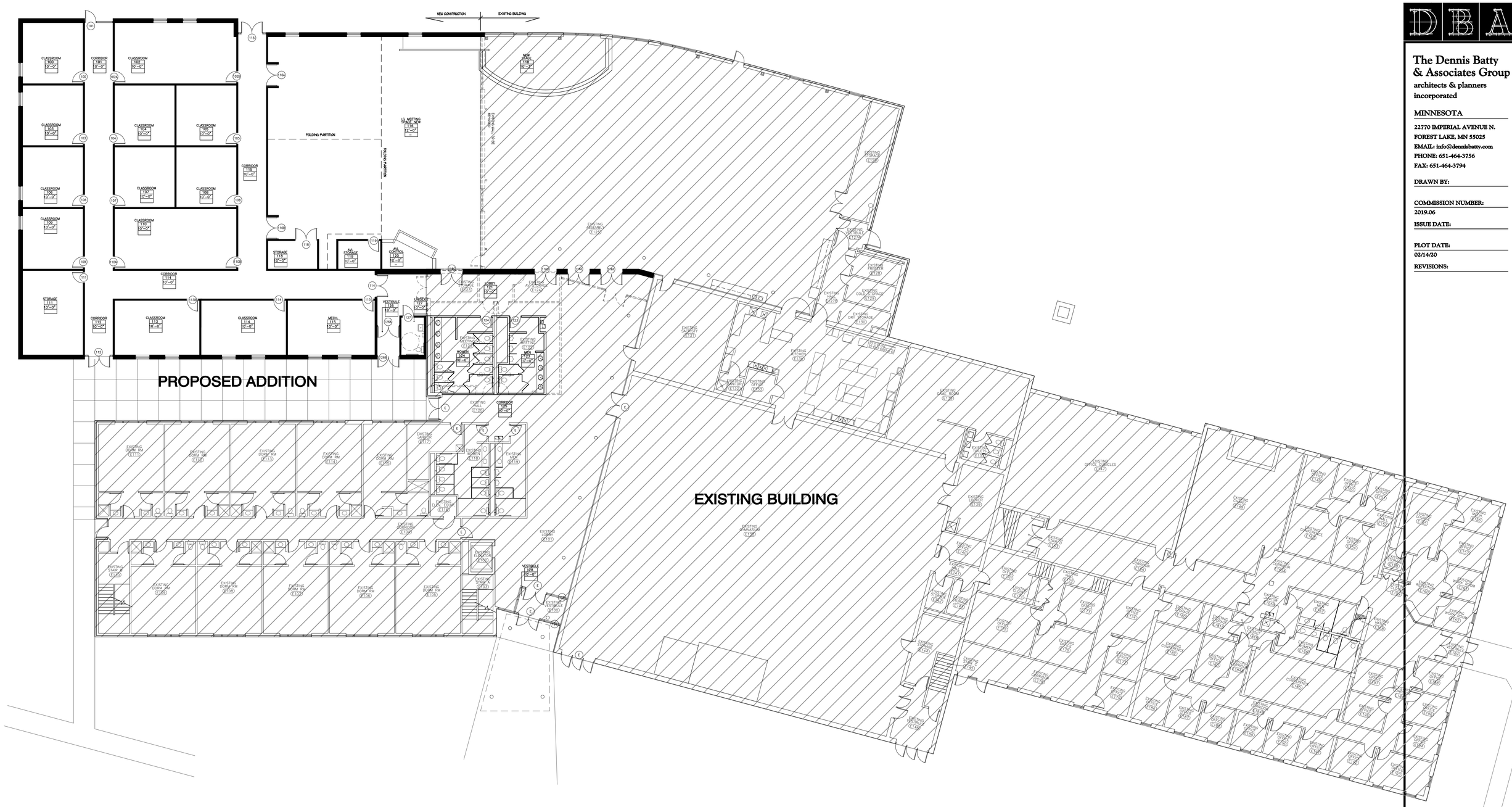
DATE: _____ REG. NO. 13130

ADDITION TO
NET MINISTRIES

110 CRUSADER AVE W
WEST ST PAUL, MN

SITE PLAN

A1.0



1 MAIN FLOOR PLAN

3/32" = 1'-0"

N

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

DENNIS BATTY

DATE: _____ REG. NO. 12130

The Dennis Batty & Associates Group
architects & planners
incorporated

MINNESOTA

22770 IMPERIAL AVENUE N.
FOREST LAKE, MN 55025
EMAIL: info@dennisbatty.com
PHONE: 651-464-3756
FAX: 651-464-3794

DRAWN BY:

COMMISSION NUMBER:
2019.06

ISSUE DATE:

PLOT DATE:
02/14/20

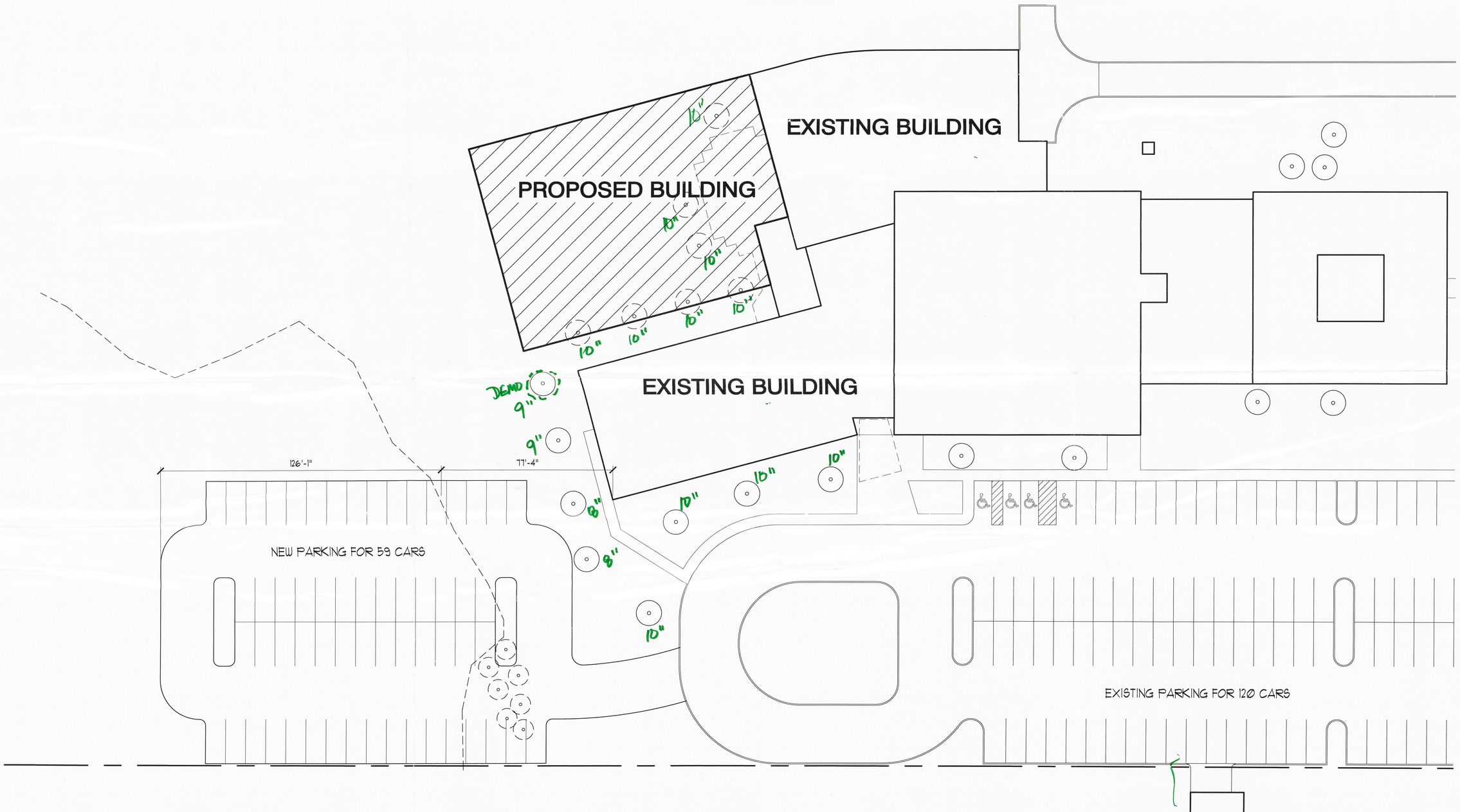
REVISIONS:

ADDITION TO
NET MINISTRIES

110 CRUSADER AVE W
WEST ST PAUL, MN

MAIN FLOOR PLAN

A3.1



1
LA1.1 TREE REMOVAL SITE PLAN

1" = 20'-0"

N

The Dennis Batty & Associates Group
architects & planners
incorporated

MINNESOTA

22770 IMPERIAL AVENUE N.
FOREST LAKE, MN 55025
EMAIL: info@dennisbatty.com
PHONE: 651-464-3756
FAX: 651-464-3794

DRAWN BY:

COMMISSION NUMBER:

ISSUE DATE:

PLOT DATE:
2-28-20

REVISIONS:

PRELIMINARY NOT FOR CONSTRUCTION

ADDITION TO
NET MINISTRIES

110 CRUSADER AVE W
WEST ST PAUL, MN

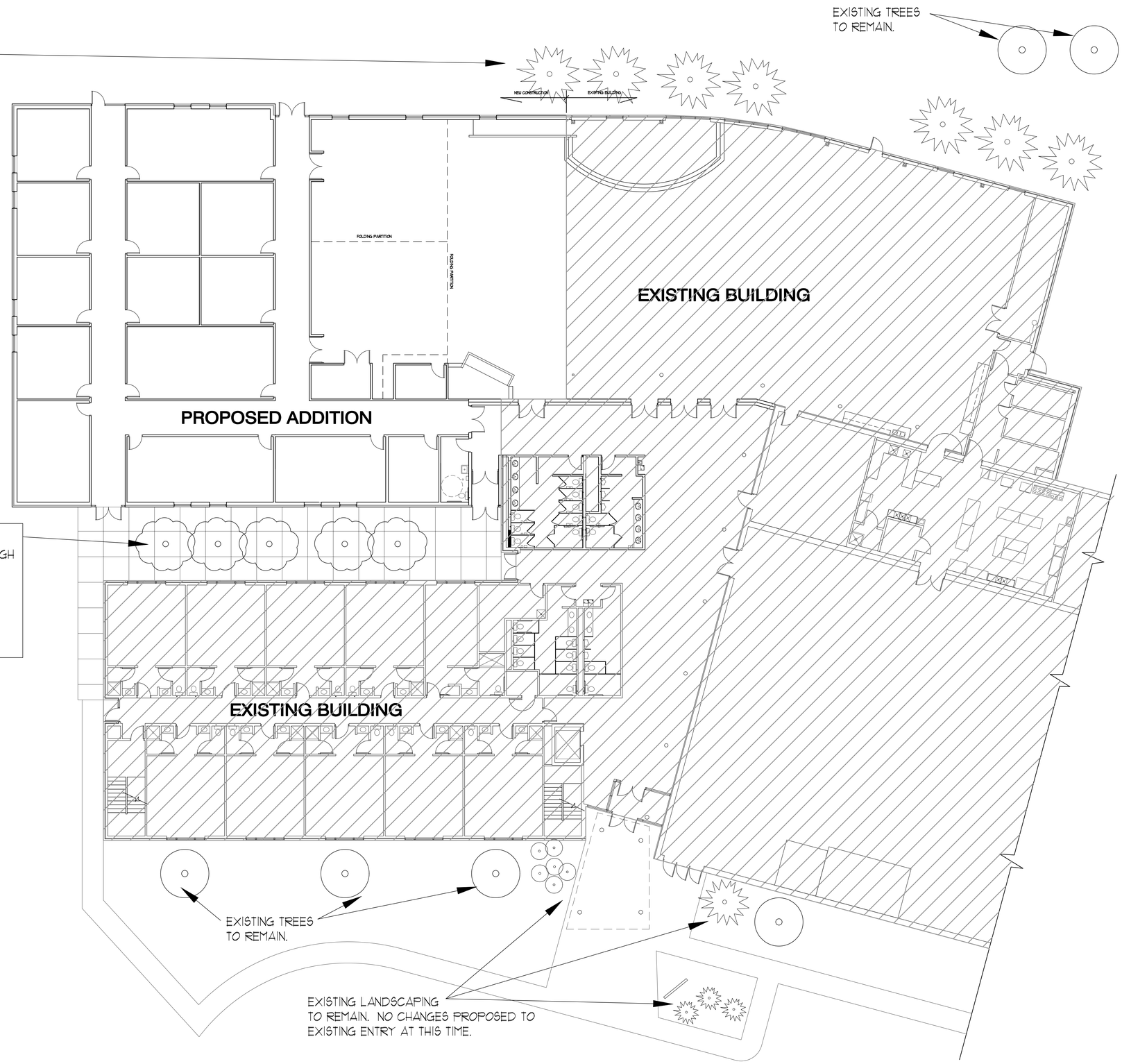
TREE REMOVAL SITE PLAN

LA1.1

(7) PINES (TO BE DETERMINED) -
CARE WILL BE TAKEN TO IDENTIFY PINES ON THE SOUTHERN END OF THE PROPERTY. THE INTENTION IS TO INTEGRATE THE NEW PLANTINGS BY MIXING AND EXTENDING THE USE OF THE REGAL PINE AND UNIFY THE CAMPUS' APPEARANCE.

(5) RED MAPLE (ACER RUBRUM) -
THIS RED MAPLE IS CHARACTERIZED BY A HIGH COLUMNAR FORM WHICH CASTS A NARROW SHADOW ON THE RELATIVELY CONSTRICTED ALLEY. IT FORMS A NATURAL LEAFY CANOPY.

EACH TREE "SQUARE" TO HAVE SHREDDED HARDWOOD MULCH.



1 LA1.0 LANDSCAPE PLAN

1" = 10'-0"

N

The Dennis Batty & Associates Group
architects & planners
incorporated

MINNESOTA

22770 IMPERIAL AVENUE N.
FOREST LAKE, MN 55025
EMAIL: info@dennisbatty.com
PHONE: 651-464-3756
FAX: 651-464-3794

DRAWN BY:

COMMISSION NUMBER:
2019.06

ISSUE DATE:
2-21-20

PLOT DATE:
2-21-20

REVISIONS:

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 LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

ELM NELSON

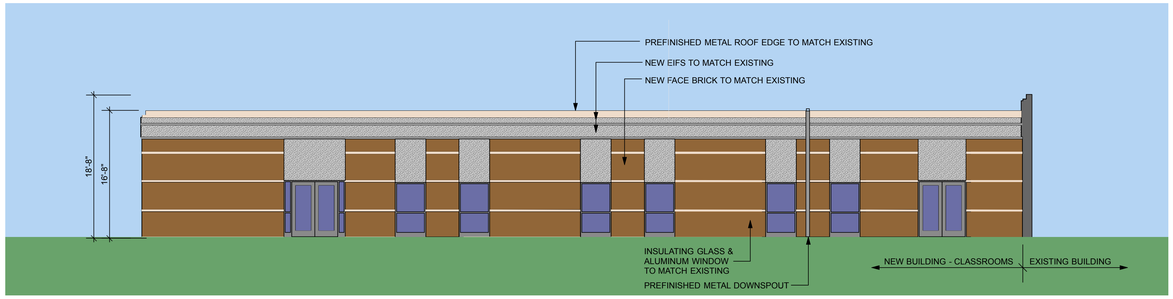
DATE 2-21-20 REG. NO. 12882

ADDITION TO
NET MINISTRIES

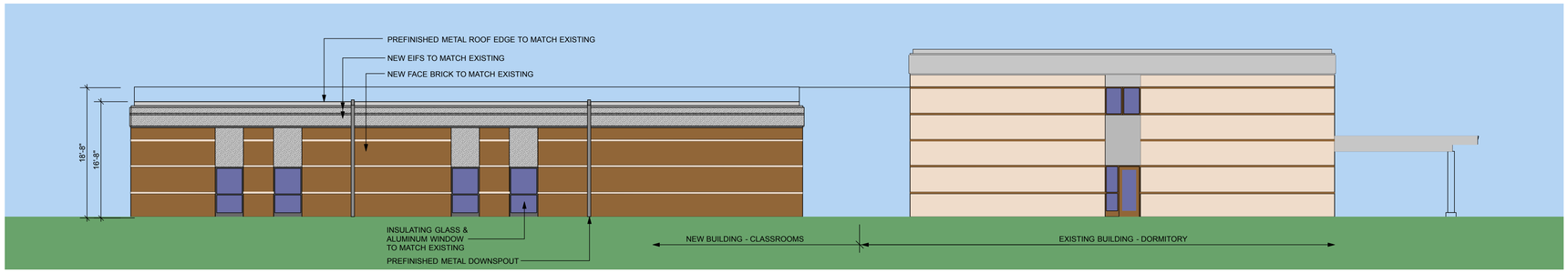
110 CRUSADER AVE W
WEST ST PAUL, MN

LANDSCAPE PLAN

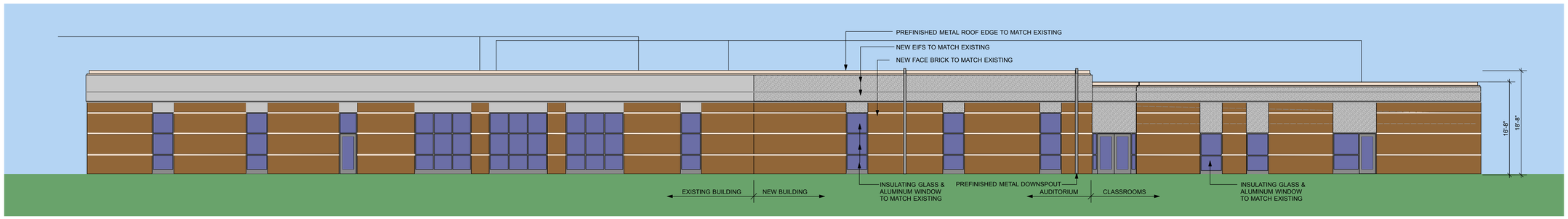
LA1.0



1 A6.1 EAST ELEVATION
1/8"=1'-0"



2 A6.1 SOUTH ELEVATION
1/8"=1'-0"



3 A6.1 WEST ELEVATION
1/8"=1'-0"

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& Associates Group
architects & planners
incorporated

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PHONE: 651-464-3756
FAX: 651-464-3794

DRAWN BY:

COMMISSION NUMBER:
2019.06

ISSUE DATE:

PLOT DATE:

REVISIONS:

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

DENNIS BATTY

DATE: 02-21-20 REG. NO. 12130

ADDITION TO
NET MINISTRIES

110 CRUSADER AVE W
WEST ST PAUL, MN

EXTERIOR
ELEVATIONS

A6.0b

CITY OF WEST ST. PAUL

Planning Commission Report

To: **Planning Commission**

From: **Melissa Sonnek, City Planner**

Date: **March 17, 2020**

Site Plan, Conditional Use Permit, and Preliminary Plat Review for 110 Crusader Ave – Net Ministries

REQUEST:

Net Ministries is requesting the review of multiple applications for the expansion of their existing building at 110 Crusader Avenue. The applicant is proposing to construct a single level 12,000 square foot addition to the existing building which include of an expansion of an existing assembly/meeting space and several smaller spaces for meetings, office, storage, etc. This addition would bring the total square footage of the building to 53,976 square feet.

Attachments:
Application and Narrative
Notice
Submitted plans
Memos from Env. Comm., Engineering, and Fire

CURRENT USES AND ZONING:

	Use	Zoning
Subject Property	Church/Educational Facility	R4 – Multi Family Residential
Properties to North	Emanuel Lutheran Church	R1 – Single Family Residential
Properties to East	Residential – Single Family Homes	R1 – Single Family Residential
Properties to South	Dakota County Service Center	R1 – Single Family Residential
Properties to West	Residential – Single Family Homes	R1 – Single Family Residential

1) CONDITIONAL USE PERMIT ANALYSIS

Within all residential zoning districts, churches are a permitted use. However, the zoning code details that an educational facility with on-site housing is allowed as a conditional use as long as it operates in conjunction with a permitted use (the church). Similar to St. Croix Lutheran Academy. Net Ministries has been operating at this location for a number of years, so this conditional use permit will officially bring the site into compliance.

Proposal
110 Crusader Ave. serves as the national office and training center for their youth ministry program. As a part of this, a long term goal for Net Ministries has been to provide education and training as well as temporary housing for those that come for missionary training during a few weeks in the summer. In addition to the dorms on site, Net Ministries also has a few nearby residential homes for the trainees to stay during their visit. With the combination of dorms and nearby residential homes, in 2018 both the City and Net Ministries agreed to re-zone the property as a planned residential development (PRD) with underlying R4 zoning, to have the zoning properly reflect the use of the property.

Aside from the annual summer training for the missionaries, Net also hosts several other events throughout the year, varying in size (see applicant narrative for additional details). Over time, these events have grown in size and popularity. So much so, that what was once used as a gymnasium is now be used as a cafeteria, while the cafeteria is being used as the primary large assembly room. This building expansion will not necessarily create an increase in the number of visitors to the site, but rather to allow for a better functioning space for the existing ones.

Employees
The number of employees and visitors on site can vary greatly depending on the schedule of events. In total, there are about 50 employees. However, it is rare for all employees to be at this site at one time. The applicant estimates that roughly half of the employees are at this site on a normal day. Many of the employees live nearby and walk to the site.

Hours of Operation and Events
Sunday
- 9am worship

Monday – Friday
- 8am – 5pm Office Hours and Classes

Saturday
- 6pm – Once a month evening event

As stated above, no new or additional functions or activities are planned once the building addition is completed.

2) SITE PLAN ANALYSIS:

Plan Consistency
This property is currently utilized and is guided in the 2040 Comprehensive Plan as residential. It is common for schools and churches to fall into this category. As such, the proposed expansion and use are in compliance with the 2040 Comprehensive Plan.

Parking Setbacks
The proposed site plan complies with all of the parking setbacks as detailed by the code.

	Code Setbacks	Proposed Setbacks
Front	20 ft.	20 ft.
Rear	20 ft.	360 ft.
Side (East) *Abutting Corner*	20 ft.	180 ft.
Side (West) *Abutting Residential*	20 ft.	250 ft.

Parking Counts
As stated earlier, the expansion of the building will not bring or create additional traffic or events. The majority of students and visitors are bussed in for larger events and the majority of the parking lot is un-used.

With the multiple uses included on site, City Staff has divided up the building by area and each relative use to determine the best parking analysis and need determination.

Use	Code	Requirement
Office 10,000 sq. ft.	1 stall/250 sq. ft.	40 Stalls
Educational 200 students & 15 classrooms	1 stall/7 students + 1 stall/3 classrooms	29 + 5 = 34 stalls
Assembly 1,051	1 stall/3.5 seats	300 stalls
Dormitory 10 units	2 stalls/unit	20 stalls
		394

The Net Ministries site currently contains 120 parking spaces, with 99 stalls for proof of parking, and a shared parking agreement with the church across the street providing 178 stalls. This brings the total available parking to 397 stalls. The proposed parking counts comply with code, as proof of parking is allowed, per code, to count toward the total number of stalls. City Staff is comfortable with the larger number of proof of parking stalls, as the applicant currently does and plans to continue bussing the majority of students/visitors to and from the site.

Drive Aisle and Parking Stall Dimensions
The existing drive aisle (24 ft.) and parking stalls (20 ft.) are complaint with code requirements.

Curbing
The existing parking lot includes B612 curbing as required by code.

Site Access and Sidewalk Connectivity
The existing ingress and egress for the property will remain off of Crusader Ave. as well as a delivery drive aisle along the west side of the building for food delivery and garbage vehicles. There are also three sidewalks that can be used to travel from the parking lot to the building

Lighting
The submitted lighting plans do not contain information on lighting levels or foot-candles. Therefore, City Staff is requiring as a condition of approval that all lighting levels must not exceed zero foot-candles at all abutting property lines, and no direct glare may extend into the public street, public open space, or neighboring properties.

Landscaping
The submitted plans detail the removal of 15 trees (144 caliper inches). The zoning ordinance requires that whenever the removal of quality trees occurs, a minimum of 30 percent must be replaced. For the proposed removal, the required caliper inches to be replaced equates out to 43 caliper inches (or 17 trees that measure 2.5 caliper inches). The submitted plans detail the addition of 12 trees. However there are no details on the size of these trees. Therefore, City Staff is recommending the applicant either increase the number of new trees to 17, that measure 2.5 caliper inches, or increase the size of the proposed 12 trees to meet the 43 total caliper inches needing to be replaced.

Under the residential site plan review, the code requires one tree per 40 lineal ft. of property, which for this property (3,380 ft of property line) equates out to 85 trees. According to a tree survey done on site for a previous expansion, there are 247 trees on site. Therefore, this site well exceeds the minimum requirement.

Environmental Committee Review
The Environmental Committee reviewed the proposed landscape plan at their March 4th, 2020 meeting. The committee discussed and reviewed the plan and were fine with the proposed number and variety of trees being proposed. Members agreed that Dark Sky compliant lighting and a green roof would be a great addition to this development.

Members are recommending approval of the plans with following additions:

- Strongly encourage the developer to use “pollinator friendly” native plants that are not treated with “neonicotinoids”,
- Consider the addition of a green roof to treat stormwater onsite, and
- Encourage that all exterior lighting is Dark Sky compliant.

Staff is recommending as a condition of approval that the applicant consider to the additions and recommendations of the Environmental Committee.

Construction Materials/Design
Section 153.031 of the zoning code, which outlines residential site plan requirements, does not detail specific building materials or design standards as is outlined for commercial buildings. However, the code does require that exterior building materials be comprised of siding, stucco, brick, glass, or other comparable material. The applicant is proposing a combination of brick, EIFS, and glass to match the materials on the existing building.

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

Engineering/Storm water Review
The site plan was reviewed by an engineering consultant to specifically review storm water run-off and the proposed stormwater retention pond.

The engineering consultant listed a number of recommendations regarding obtaining proper permits, storm and drainage calculations, rate control, and other plan specifics. As such, City Staff is requiring as a condition of approval, that the applicant adhere to all items outlined in the WSB Engineering Memo dated March 9, 2020.

3) PLAT ANALYSIS:

Since the subject property is currently unplatted, the City is requiring that the applicant plat the property (see attached preliminary plat) as a part of this building expansion. The existing property consists of one parcel encompassing 17.81 acres.

Staff is recommending a condition of approval requiring that the applicant submit the final plat for review within one year of approval.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the CONDITIONAL USE PERMIT to allow on-site residential housing for an educational facility operating in conjunction with a permitted principal use in the R4 – Multiple Family Residential District subject to the following conditions:

1. Council approval of the corresponding site plan and plat applications.

Staff recommends APPROVAL of the SITE PLAN to allow for the construction of an addition to an existing building at 110 Crusader Ave. W. subject to the submitted plans and the following conditions:

1. Council approval of the corresponding conditional use permit and plat applications,
2. The applicant shall apply for and obtain all applicable building and sign permits,
3. The applicant shall ensure that all lighting levels will not exceed zero foot candles at all abutting property lines, and no direct glare shall extend into the public street, public open space, or neighboring properties,
4. All signage must comply with section 153 of the zoning ordinance,
5. The applicant shall either increase the number of new trees to 17, that measure 2.5 caliper inches, or increase the size of the proposed 12 trees to meet the 43 total caliper inches needing to be replaced,
6. The applicant shall consider the recommendations of the Environmental Committee per the attached memo dated March 11, 2020,
7. The applicant shall adhere to all items outlined in the WSB Engineering Memo dated March 9, 2020, and
8. The applicant shall install an automatic sprinkler system throughout the building per South Metro Fire memo dated February 28, 2020.

Staff recommends APPROVAL of the PRELIMINARY PLAT for 110 Crusader Ave. W. subject to the submitted plat drawings and the following conditions:

1. Council approval of the corresponding conditional use permit and site plan applications,
2. The applicant shall revise the final plat per the recommendations outlined in the attached memos from the engineering consultant,
3. Upon submittal of the final plat, the applicant shall include 10 foot drainage/utility easements along the property lines that abut a roadway, and a 5 foot drainage/utility easement along property lines that abut another lot, and
4. The final plat shall be recorded within one year of approval and prior to application of a building permit.

CITY OF WEST ST. PAUL

Environmental Committee Memo

To: **City Planner**

From: **Asst. Parks & Recreation Dir.**

Date: **March 11, 2020**

Case #20-02 – Site Plan Approval for Net Ministries at 110 Crusader Ave

BACKGROUND INFORMATION:

At the March 4, 2020 Environmental Committee (EC) meeting, members reviewed the site plan submitted by Net Ministries, for the 12,000 square foot expansion of the existing building at 110 Crusader Ave.

The Committee discussed the plan, including looking at aerial images of the existing conditions. This was a simple plan and members were fine with the proposed number and variety of trees being proposed. Members agreed that Dark Sky compliant lighting and a green roof would be a great addition to this development.

Members are recommending approval of the plans with following additions:

- Strongly encourage the developer to use "pollinator friendly" native plants that are not treated with "neonicotinoids",
- Consider the addition of a green roof to treat stormwater onsite, and
- Encourage that all exterior lighting is Dark Sky compliant

RECOMMENDATION:

Environmental Committee members approve of the site plan for the redevelopment of the North Gateway Site, with the recommended additions listed above.

Memorandum

To: Ross Beckwith, PE
Melissa Sonnek

From: Kendra Fallon, EIT

Date: March 9, 2020

Re: Net Ministries Expansion Preliminary Stormwater Review
WSB Project No. 013770-000

The following documents were submitted February 21, 2020 by Larson Engineering and were reviewed for compliance with the City of West St. Paul (City), Lower Mississippi River Watershed Management Organization (LMRWMO), and MPCA Engineering Guidelines:

- A1.0 site plan
- A3.1 Main Flood plan CUP
- A6.0b ELEV – NET
- Applicant Narrative
- Color NET aerial perspective 11x17
- Net Ministries Civil Set 11x17 2020.02.21
- Stormwater Calcs – 02.21.2020

The project will disturb over an acre which requires a NPDES permit and triggers water quality and rate control requirements. The following comments should be addressed as the project moves forward:

General

1. Because a NPDES permit is required due to the project disturbing more than one acre, a SWPPP must be provided.
2. Applicant shall submit soil borings to confirm infiltration rate and separation to groundwater.
3. Because the project disturbs more than one acre, LMRWMO water quality rules are triggered. Applicant shall submit water quality modeling to confirm 50% TP removal requirement is being met.
4. Storm sewer sizing calculations should be provided to confirm proposed storm sewer is being sized for a 10-year event.

Plans

1. All existing and proposed contours should be labeled.
2. The area of disturbance and existing and proposed impervious areas should be noted on the plans to confirm modeling.
3. The utility plan shows a proposed 24” HPDE pipe being connected to an existing 15” RCP pipe which outlets to the existing stormwater pond.
4. The stormwater narrative mentioned rain guardians (and a detail was provided) but the locations of the rain guardians are not shown on the plans.
5. The elevation and location of the EOF for the proposed infiltration basin should be added to the plans.

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

6. Applicant should include the casting information for the proposed storm sewer structures to identify which structures will pick up drainage.
7. Inlet protection should be shown on all existing and proposed open grate catch basins.
8. A rock construction entrance in mentioned in the erosion control plans but the location should be shown on the plans.
9. Silt fence should be shown around the perimeter of the infiltration basin.
10. A note should be added stating the infiltration basin will be kept offline until impervious area construction is completed and vegetation has been established, per the Minnesota Stormwater Manual.
11. The FFE of the existing building should be added to the plans.

Modeling

1. Applicant shall include 2-year existing and proposed HydroCAD modeling to confirm rate control requirements are being met.
2. The infiltration basin will be required to draw down in 48 hours per the NPDES permit. Currently the infiltration basin is not meeting this requirement.
3. From the utility plan it appears like some of the new building's roof drainage and the adjacent pavement are being routed to the new infiltration basin. Applicant should update the drainage areas and HydroCAD model accordingly.
4. Applicant should confirm the TCs being used in the HydroCAD modeling for subcatchment B. The proposed TC is about 10 minutes longer than the existing Tc with the slope of the path being measured nearly cut in half.

We request the applicant respond with how each comment above has been addressed. Please reach out with any questions concerning the comment provided in this memo.

SOUTH METRO FIRE

1650 HUMBOLDT AVENUE • WEST ST. PAUL, MN • 55118
TELEPHONE: (651) 552-4176 • FAX: (651) 552-4195
www.southmetrofire.com

"PROUDLY SERVING THE CITIES OF SOUTH ST. PAUL AND WEST ST. PAUL"

TO: PLANNING COMMISSION MEMBERS

FROM: Terry Johnson, Fire Marshal

DATE: 02/28/2020

SUBJECT: Net Ministries Addition

In reference to the proposed addition to Net Ministries please note the following:

1. The proposed addition to the existing Net Ministries building will be required to have a sprinkler system installed per MN State Fire Code.

   903.2.1 Group A.
   An *automatic sprinkler system* shall be provided throughout buildings and portions thereof used as Group A occupancies as provided in this section. For Group A-1, A-2, A-3 and A-4 occupancies, the *automatic sprinkler system* shall be provided throughout the floor area where the Group A-1, A-2, A-3 or A-4 occupancy is located, and in all floors from the Group A occupancy to, and including, the nearest *level of exit discharge* serving the Group A occupancy. For Group A-5 occupancies, the *automatic sprinkler system* shall be provided in the spaces indicated in Section 903.2.1.5.

Terry Johnson
Fire Marshal
South Metro Fire Department

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION APPROVING A SITE PLAN FOR THE EXPANSION OF AN EXISTING BUILDING AT 110 CRUSADER AVE. – NET MINISTRIES

WHEREAS, a site plan application has been submitted to the City for the property currently legally described as:

CURRENT: W 2/3 OF SE 1/4 OF NE 1/4 SUBJ TO PONDING ESMNT OVER 3.13 ACS EX ROADS EX S 440 FT

WHEREAS, a public hearing concerning the site plan was held before the West St. Paul City Council on March 23, 2020;

WHEREAS, the West St. Paul City Staff recommended the City Council approve the site plan; and

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the site plan for 110 Crusader Ave. requested by Mark Bechem on behalf of Net Ministries, is hereby approved subject to the submitted plans and following conditions:

1. Council approval of the corresponding conditional use permit and plat applications,
2. The applicant shall apply for and obtain all applicable building and sign permits,
3. The applicant shall ensure that all lighting levels will not exceed zero foot candles at all abutting property lines, and no direct glare shall extend into the public street, public open space, or neighboring properties,
4. All signage must comply with section 153 of the zoning ordinance,
5. The applicant shall either increase the number of new trees to 17, that measure 2.5 caliper inches, or increase the size of the proposed 12 trees to meet the 43 total caliper inches needing to be replaced,
6. The applicant shall consider the recommendations of the Environmental Committee per the attached memo dated March 11, 2020,
7. The applicant shall adhere to all items outlined in the WSB Engineering Memo dated March 9, 2020, and
8. The applicant shall install an automatic sprinkler system throughout the building per South Metro Fire memo dated February 28, 2020.
9. The applicant shall adhere to the recommendations of the Environmental Committee per the attached memo dated December 11, 2019.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 23rd day of March, 2020.

Attest:

David Napier, Mayor	Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW ON-SITE HOUSING FOR AN EDUCATIONAL FACILITY OPERATING IN CONJUNCTION WITH A PERMITTED PRINCIPAL USE IN THE R4 – MULTIPLE FAMILY ZONING DISTRICT AT 110 CRUSADER AVE. – NET MINISTRIES

WHEREAS, a conditional use permit application has been submitted to the City for the property currently legally described as:

CURRENT: W 2/3 OF SE 1/4 OF NE 1/4 SUBJ TO PONDING ESMNT OVER 3.13 ACS EX ROADS EX S 440 FT

WHEREAS, a public hearing concerning the conditional use permit was held before the West St. Paul City Council on March 23, 2020;

WHEREAS, the West St. Paul City Staff recommended the City Council approve the conditional use permit application; and

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the conditional use permit for 110 Crusader Ave. requested by Mark Bechem on behalf of Net Ministries, is hereby approved subject to the submitted plans and following condition:

1. Council approval of the corresponding site plan and plat applications.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 23rd day of March, 2020.

Attest:

_____ _____

David Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION APPROVING THE PRELIMINARY PLAT
FOR 110 CRUSADER AVE. – NET MINISTRIES

WHEREAS, a preliminary plat application has been submitted to the City for the property currently legally described as:

CURRENT: W 2/3 OF SE 1/4 OF NE 1/4 SUBJ TO PONDING ESMNT OVER 3.13 ACS EX ROADS EX S 440 FT

WHEREAS, a public hearing concerning the preliminary plat was held before the West St. Paul City Council on March 23, 2020;

WHEREAS, the West St. Paul City Staff recommended the City Council approve the preliminary plat application; and

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the preliminary plat application for 110 Crusader Ave. requested by Mark Bechem on behalf of Net Ministries, is hereby approved subject to the submitted plans and following conditions:

1. Council approval of the corresponding conditional use permit and site plan applications,
2. The applicant shall revise the final plat per the recommendations outlined in the attached memos from the engineering consultant,
3. Upon submittal of the final plat, the applicant shall include 10 foot drainage/utility easements along the property lines that abut a roadway, and a 5 foot drainage/utility easement along property lines that abut another lot, and
4. The final plat shall be recorded within one year of approval and prior to application of a building permit.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 23rd day of March, 2020.

Attest:

_____ _____

David Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Ross Beckwith, Public Works & Parks Director/City Engineer**

Date: **March 23, 2020**

Final Reading of Ordinance No. 20-003 Vacating Easements along Robert Street

BACKGROUND INFORMATION:

As part of the Suite Living development project along the east side of Robert Street, south of Hurley Street, the new owner, Landco Investments of West St Paul LLC, has petitioned the City to vacate three easements for public sidewalk, landscape, wall, drainage and utilities in exchange for one easement. Easements are vacated by ordinance, requiring two readings, one of which is a public hearing.

The City Council heard and approved the first reading vacating these easements at the March 9, 2020 meeting. The Council ordered a public hearing for March 23, 2020, which was publicly noticed.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends that the Council hold the public hearing, review the attached amendment, and approve the final reading.

Attachment: Ordinance No. 20-003 Vacating Easements Located Within the City of West St. Paul, Minnesota

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-003

AN ORDINANCE VACATING EASEMENTS LOCATED WITHIN THE CITY OF WEST ST. PAUL, MINNESOTA

The City Council of West St. Paul does ordain:

SECTION 1. Pursuant to West St. Paul City Code § 95.55 and Minn. Stat. § 412.851, on petition of the majority landowner, with a majority vote of its members, the City Council may vacate any street, alley, public grounds, public way or any part thereof within the City by Ordinance; and

WHEREAS, Landco Investments of West St Paul LLC, a Wyoming limited liability company, petitioned to vacate the easements over its property situated in West St. Paul, Minnesota 55118, which are legally described on the attached Exhibit A ("Existing Easements"); and

WHEREAS, the City wishes to vacate the Existing Easements in exchange for a new easement described on the attached Exhibit B; and

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

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

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

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

1. That the City of West St. Paul, pursuant to West St. Paul City Code § 95.55 and Minn. Stat. § 412.851, hereby vacates the easements situated in the City of West St. Paul, County of Dakota, State of Minnesota, legally described on the attached Exhibit A.

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

3. That the City Clerk shall prepare a certified copy of this ordinance to be presented to the Dakota County Auditor reflecting the completion of the proceedings herein. The certified ordinance shall then be recorded with the Dakota County Recorder.

BE IT FURTHER RESOLVED, a new easement will be established and accepted by the City as described on the attached Exhibit B.

BE IT FURTHER RESOLVED, that the vacation of the Existing Easements is contingent upon the execution of the new easement by Landowner.

SECTION 2. 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:

> Landco Investments of West St Paul LLC requested the multiple easements, for public sidewalk, landscape, wall, drainage and utility purposes, on its property be vacated in exchange for one easement. The easements are generally located east of Robert Street between Hurley and Haskell Streets, in West St. Paul, MN.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed by the City Council of the City of West St. Paul, Minnesota, this 23rd day of March 2020.

Attest:

David J. Napier, Mayor	Shirley R Buecksler, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF
EASEMENTS TO BE VACATED

Easement No. 1

An easement for public sidewalk, landscape, wall, drainage and utility purposes as given, granted and conveyed per Document No. **3152737**, Office of the Dakota County Recorder, dated September 9, 2016, recorded September 29, 2016, more particularly described as follows:

> The West 1.00 feet of that part of Lot 1, AUDITOR'S SUBDIVISION NO. 36, Dakota County, Minnesota lying southerly of a line run from a point on the westerly line of said Lot 1 distant 9.00 feet southerly of the northwest corner of said Lot 1 to a point on the northerly line of said Lot 1 distant 9.00 feet easterly of said northwest corner.
>
> Together with the West 1.00 feet of Lots 2 and 3, AUDITOR'S SUBDIVISION NO. 36, Dakota County, Minnesota.

Easement No. 2

An easement for public sidewalk, landscape, wall, drainage and utility purposes as given, granted and conveyed per Document No. **3305186**, Office of the Dakota County Recorder, dated April 10, 2019, recorded May 16, 2019, more particularly described as follows:

> A perpetual easement for public sidewalk, landscape, wall, drainage and utility purposes over, under, across and through that part of the North 5.00 feet of the South 118.30 feet of the West 1.70 feet of Lot 5, WASHINGTON HEIGHTS ADD. TO ST. PAUL, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota.

Easement No. 3

An easement for public sidewalk, landscape, wall, drainage and utility purposes as given, granted and conveyed per Document No. **3305188**, Office of the Dakota County Recorder, dated April 10, 2019, recorded May 16, 2019, more particularly described as follows:

> A perpetual easement for public sidewalk, landscape, wall, drainage and utility purposes (except that this easement does not permit the construction of a wall within any driveway existing on the date this easement commences) over, under, across and through the West 1.00 feet of the South 118.30 feet of Lot 5, WASHINGTON HEIGHTS ADD. TO ST. PAUL, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota.
>
> Together with a perpetual easement for public sidewalk, landscape, wall, drainage and utility purposes (except that this easement does not permit the construction of a wall within any driveway existing on the date this easement commences) over, under, across and

through the West 1.0 feet of that part of the South 145.00 feet of said Lot 5 lying northerly of the South 123.30 feet thereof.

Together with a perpetual easement for public sidewalk, landscape, wall, drainage and utility purposes (except that this easement does not permit the construction of a wall within any driveway existing on the date this easement commences) over, under, across and through that part of said Lot 5 lying easterly of the West 1.00 feet thereof and southwesterly of a line run from a point on the westerly line of said Lot 5 distant 8.80 feet northerly of the southwest corner of said Lot 5 to a point on the southerly line of said Lot 5 distant 8.80 feet easterly of said southwest corner.

EXHIBIT B
FORM OF NEW PERMANENT EASEMENT

PERMANENT EASEMENT

THIS INSTRUMENT is made by Landco Investments of West St Paul LLC, a Wyoming limited liability company ("Grantor"), in favor of City of West St. Paul, a Minnesota municipal corporation ("Grantee").

Recitals

A. Grantor is the fee owner of the following legally described property in Dakota County, Minnesota:

Lot 1, Block 1, Suite Living Senior Care of West Saint Paul

(the "Property").

B. Grantor desires to grant to Grantee a permanent easement over a portion of the Property, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, Grantor grants and conveys to the Grantee a permanent easement for public sidewalk, landscape, wall, drainage and utility purposes over, under, across and through that part of the Property described and depicted on Exhibit A, attached hereto and incorporated herein.

2. Scope of Easement**.** The permanent easement which is granted herein includes the right of the Grantee, its contractors, agents, employees and invitees to enter the easement areas at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering, repairing and using public sidewalk, wall, landscape, storm sewer, sanitary sewer and water facilities, surface drainage ways and other public facilities or improvements in the described easement area.

3. Warranty of Title. The Grantor warrants that it is the owner of the Property in fee simple, that it has the right, title and capacity to convey the easement herein to the Grantee, and that any judgments or liens against parties with the same or similar name as the Grantor are not against the Grantor.

4. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

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

Dated this _____ day of _____, 2020.

GRANTOR:
LANDCO INVESTMENTS OF WEST ST PAUL LLC

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

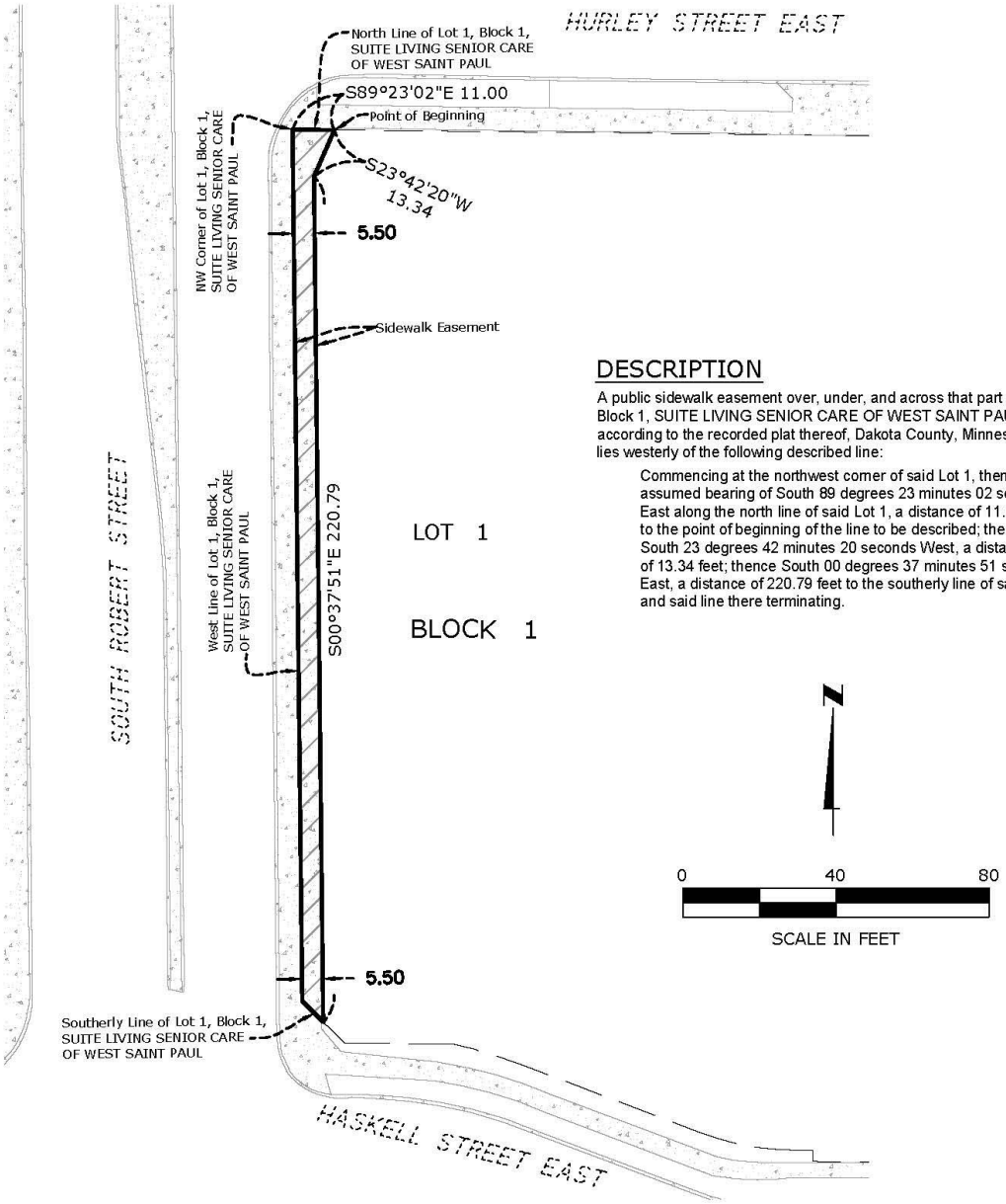
On this _____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that s/he is the _____ of Landco Investments of West St Paul LLC, a Wyoming limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said _____ acknowledged said instrument to be the free act and deed of the entity.

_____
Notary Public

This instrument drafted by
And after recording, please return to:
Korine L. Land (#262432)
West St. Paul City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT

Sidewalk Easement
Lot 1, Block 1, SUITE LIVING SENIOR CARE OF WEST SAINT PAUL
West Saint Paul, Dakota County, Minnesota



DESCRIPTION

A public sidewalk easement over, under, and across that part of Lot 1, Block 1, SUITE LIVING SENIOR CARE OF WEST SAINT PAUL, according to the recorded plat thereof, Dakota County, Minnesota, that lies westerly of the following described line:

Commencing at the northwest corner of said Lot 1, thence on an assumed bearing of South 89 degrees 23 minutes 02 seconds East along the north line of said Lot 1, a distance of 11.00 feet to the point of beginning of the line to be described; thence South 23 degrees 42 minutes 20 seconds West, a distance of 13.34 feet; thence South 00 degrees 37 minutes 51 seconds East, a distance of 220.79 feet to the southerly line of said Lot 1 and said line there terminating.

MINNESOTA CERTIFICATION

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.

Dated this 17th day of February, 2020

Rory L. Synstelien Minnesota License No. 44565

CivilSite GROUP
4931 W. 35TH ST. SUITE 200
ST. LOUIS PARK, MN 55416
CivilSiteGroup.com

Drawn By: CEJ
Project No. 19076 SHEET 1 OF 1

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Brian Sturgeon, Chief of Police**

Date: **March 23, 2020**

Final Reading of Ordinance No. 20-004 Amendment Related to Body Art

BACKGROUND INFORMATION:

The current City ordinance does not allow for cosmetic tattooing except for those who hold a City issued Body Art Tattoo license. There is only a small portion in the business district where body art can be performed. This change to the ordinance will exempt individuals who perform cosmetic tattooing from obtaining a license.

The owner of Sola Salon reached out to staff to consider changes to the ordinance as they have individuals who perform cosmetic tattoo services that would like to operate at their facility but cannot due to the current ordinance.

Cosmetic tattooing is very different than "regular" body art tattooing procedures. Traditional body art tattooing utilizes a "tattoo gun" that deposits pigment deep in the layers of skin creating a permanent effect. Cosmetic tattooing utilizes a special pen that deposits ink pigments in the top layers of the skin. These ink deposits are generally not permanent. An individual usually follows up after a certain period of time in order to maintain their desired cosmetic outcomes. Cosmetic tattooing includes Microblading, eyelid and lip colorization, blending of scar tissue, and colorization of the areola area after reconstructive surgery.

Minnesota Department of Health currently regulates cosmetic tattooing including the license of the providers.

Attached is the ordinance with the suggested changes to allow cosmetic tattooing that was passed on a first reading at the Council meeting on March 9, 2020. The required publication in the City's designated paper was completed in accordance with applicable laws.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Hold a required Public hearing on the ordinance changes, discuss the changes, and hold a vote regarding Ordinance No. 20-004 Amending Section 111.06 of the West St. Paul City Code Regarding Exception to Body Art Establishment Ordinance for Cosmetic Tattooing.

CITY OF WEST ST. PAUL

1616 Humboldt Avenue
West St. Paul, MN 55118

651-552-4100
www.wspmn.gov

CITY OF WEST ST. PAUL
NOTICE OF PUBLIC HEARINGS

TO WHOM IT MAY CONCERN:

The following item will be a Public Hearing at the City Council meeting on Monday, March 23, 2020, at 6:30 pm:

Amending Section 111.06 of the West St. Paul City Code
The ordinance creates an exception to the Body Art Establishment license requirement for a business performing only Cosmetic Tattooing.

Interested persons will be heard at the meeting. 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.

If you have any questions,
contact Police Chief Brian Sturgeon at (651) 552-4202.

Shirley R Buecksler
City Clerk
City of West St. Paul

Published: March 13, 2020
St Paul Pioneer Press

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-004

AN ORDINANCE AMENDING SECTION 111.06 OF THE WEST ST. PAUL CITY CODE REGARDING EXCEPTION TO BODY ART ESTABLISHMENT ORDINANCE FOR COSMETIC TATTOOING

The City of West Saint Paul does ordain:

SECTION 1. AMENDMENT. West St. Paul City Code Section 111.06 relating to Body Art Establishments is hereby amended as follows:

Sec. 111.06 BODY ART ESTABLISHMENTS

(D) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BODY ART ESTABLISHMENT or ESTABLISHMENT. Any structure or venue, whether permanent, temporary or mobile, where body art is performed, except as provided in § 111.06(J). Mobile establishments include vehicle mounted units, either motorized or trailered, and readily moveable without dissembling and where body art procedures are regularly performed in more than one geographic location.

MICROPIGMENTATION OR COSMETIC TATTOOING. The use of tattoo~~s~~ ink or other pigmentation for semi-permanent or permanent makeup (often referred to as "microblading") or to hide or neutralize skin discolorations.

(J) Exception. A business is not required to obtain a Body Art Establishment license if it is engaged solely in Cosmetic Tattooing limited to permanent or semi-permanent cosmetic procedures where pigmentation is implanted into and under the skin to create permanent or semi-permanent coloration to the lips, eyelids, eyebrows, hairline, scarred tissue, or areola area, and the business does not perform other forms of Body Art as defined by this ordinance.

SECTION 2. 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 creates an exception to the Body Art Establishment license requirement for a business performing only Cosmetic Tattooing.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed by the City Council of the City of West St. Paul, Minnesota, this 23rd day of March 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Brian Sturgeon, Chief of Police**

Date: **March 23, 2020**

Final Reading of Ordinance No. 20-005 Related to Pawnbrokers

BACKGROUND INFORMATION:

The Police Department would like to formally move from the current pawn broker and precious metal dealer reporting software to another system. The current ordinance does not allow this to occur as it specifically states what system we must utilize.

The system the Police Department would like to utilize has already been implemented by Pawn America and West Saint Paul Gold and Silver Exchange. This system is much more user friendly, is utilized by most cities in Minnesota, including St Paul where we recover most of our stolen merchandise through pawn shops.

There are no additional costs associated with moving to the new system which is called LeadsOnline.

The ordinance amendment allows for the Police Department to approve any reporting software for pawn brokers and precious metal dealers and removes citing use of a specific system. As technology rapidly changes, there may be a better system out there in the future for all stakeholders and this would give the Police Department the ability to adapt with the technology.

Attached is the ordinance amendment which was approved on the first reading at the Council meeting on March 9, 2020. Official publication of the hearing tonight has been published in the City's designated newspaper in accordance to applicable laws.

FISCAL IMPACT:

		Amount
Fund:		**None**
Department:		
Account:		

STAFF RECOMMENDATION:

Hold a required Public Hearing on the ordinance changes, discuss the changes, and hold a vote regarding Ordinance No. 20-005 Amending Section 111.07 of the West St. Paul City Code Regarding an Automated Pawn System for Pawnbrokers and Precious Metal Dealers.

CITY OF WEST ST. PAUL

1616 Humboldt Avenue
West St. Paul, MN 55118

651-552-4100
www.wspmn.gov

CITY OF WEST ST. PAUL
NOTICE OF PUBLIC HEARINGS

TO WHOM IT MAY CONCERN:

The following item will be a Public Hearing at the City Council meeting on Monday, March 23, 2020, at 6:30 pm:

Amending Section 111.07 of the West St. Paul City Code
The Police Department collects and shares pawnbroker and precious metal transaction information to identify criminal activities in the pawnbroker and precious metal industries. The collection of this data is done through and automated pawn system. The Police Department will be changing from the current Automated Pawn System that is used to collect and store such data to another system.

Interested persons will be heard at the meeting. 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.

If you have any questions,
contact Police Chief Brian Sturgeon at (651) 552-4202.

Shirley R Buecksler
City Clerk
City of West St. Paul

Published: March 13, 2020
St Paul Pioneer Press

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-005

AN ORDINANCE AMENDING SECTION 111.07 OF THE WEST ST. PAUL CITY CODE REGARDING AN AUTOMATED PAWN SYSTEM FOR PAWNBROKERS AND PRECIOUS METAL DEALERS

The City of West Saint Paul does ordain:

SECTION 1. West St. Paul City Code Section 111.07(A)(2) relating to the required use of an automated pawn system is hereby amended as follows:

(A) *Purpose*.

(1) The City Council finds that pawnbrokers and precious metal dealers potentially provide an opportunity for the commission of crimes and their concealment because these businesses have the ability to receive and transfer stolen property quickly and easily. The City Council also finds that consumer protection regulation is warranted in transactions involving pawnbrokers and precious metal dealers. The City Council further finds that the pawnbroker and precious metal industries have outgrown the city's current ability to effectively or efficiently identify criminal activity related to pawnshops and precious metal dealers. The purpose of this section is to prevent pawnbroker and precious metal businesses from being used as facilities for the disposition of illegally-obtained property, to aid in the identification of individuals involved in criminal activities through the timely collection and sharing of transaction information, and to ensure that the businesses comply with basic consumer protection standards, thereby protecting the public health, safety and general welfare of the citizens of the city.

(2) To help the Police Department better regulate current and future pawnbroker and precious metal businesses, decrease and stabilize costs associated with the regulation of the pawnbroker and precious metal industries, and increase identification of criminal activities in the pawnbroker and precious metal industries through the timely collection and sharing of pawnbroker and precious metal transaction information, this section also implements and establishes the required use of ~~the~~ an ~~A~~automated ~~P~~pawn ~~S~~system (APS), as approved by the Police Department.

SECTION 2. West St. Paul City Code Section 111.07(F)(11) relating to the daily reports to the Police Department using automated pawn system is hereby amended as follows:

(F) *General license restrictions and conditions*.

(11) *Daily reports to Police Department using APS*. All required transaction record data must be transmitted electronically to the ~~State~~ Police Department at the close of each business day using ~~the current version of~~ APS. If the licensee is unable to report using APS due to technology failures or interruptions, then all required records, including printed copies of all reportable transactions along with the required photographs or video tape for that day, must be maintained at the licensed

premises and be made immediately available for inspection upon request by a police officer. If the electronic transmission failure is determined to be in the licensee's system, the licensee must take all reasonable steps including the replacement of its computer system and related components in order to return the electronic reporting system to working condition as soon as possible. If the nonfunctioning system or repair will require more than ten days to return the system to a working condition, the licensee must notify the Police Department. Failure by the licensee to correct a problem with its computer or other systems causing the licensee's inability to electronically transmit required transaction data to APS or failing to notify the Police Department of the malfunction within ten days is a violation of this section. Regardless of the origin of the technical problems that prevented the licensee from transmitting the required reports electronically, upon correction of the problem, the licensee must electronically transmit every reportable transaction to APS from each business day that the problem existed.

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

The Police Department collects and shares pawnbroker and precious metal transaction information to identify criminal activities in the pawnbroker and precious metal industries. The collection of this data is done through an automated pawn system. The Police Department will be changing from the current Automated Pawn System that is used to collect and store such data to another system.

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

Passed by the City Council of the City of West St. Paul, Minnesota, this 23rd day of March 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Melissa Sonnek, City Planner**

Date: **March 23, 2020**

Plat Amendment for 150 Thompson Ave E & 1510 Robert St – HyVee Inc.

REQUEST:

HyVee is requesting a plat amendment from the original final plat approved on March 25th, 2019. This amendment will create a second outlot for the land necessary for the River-to-River Greenway, as well as remove a portion of the existing parcel that is located within City right-or-way. All previously approved easements and dedicated right-of-way will remain unchanged.

ATTACHMENTS:

Application Package
Plat Drawings
Resolution

PLAT SUMMARY:

The existing property consists of 10.04 acres. The proposed amendment will result in one lot two outlots, Lot 1 consisting of the HyVee building, Outlot A (on the original plat) will be used as an access to and from HyVee off of Robert St, and Outlot B will be used for the Dakota County River-to-River Greenway. The proposed amendment would not alter these easements or dedicated right-of-way.

PLANNING COMMISSION:

The Planning Commission meeting scheduled for Tuesday March 17th, 2020 was cancelled due to a lack of quorum. Therefore, the Planning Commission was unable to review the proposed amendment. City Staff reached out the commissioners and requested that any and all comments be sent to staff in order to be forwarded in to City Council and the applicant. As of Friday, March 20th, 2020 at 2:30pm City Staff has received no feedback from the public or the Planning Commission.

STAFF RECOMMENDATION:

Staff recommends the APPROVAL of the PLAT AMENDMENT application for 150 Thompson Avenue East and 1510 Robert Street, subject to the following condition:

1. The plat shall be recorded with Dakota County within one year of approval

CITY OF
WEST ST. PAUL

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

PLATTING APPLICATION

Filing Fee: $275 + $2 each lot
Escrow Amount: $600 (1-2 lots)
$1,600 (3 or more lots)
Total Fees: $ 877.00

OFFICE USE ONLY
Case No: PC 20-03
Date Received: 03/11/2020
Receipt No: 2020 - 00000490
60 Day Date: 05/10/2020

CONTACT INFORMATION

Name of Applicant: HyVee Inc.
Address of Applicant: 5820 Westown Parkway
West Des Moines, Iowa 50266
Phone # (515) 267-2800
Email:

Name of Owner: St. Paul YMCA & Najarian Brothers, LLC
Address of Owner: 651 Nicollet Mall, Suite #500
Minneapolis, MN 55402
Phone # (612) 371-8782
Email: tim.macro@ymcamn.org

Name of Surveyor: Westwood Professional Services, Inc.
Address of Surveyor: 7699 Anagram Dr
Eden Prairie, MN 55344
Phone # (952)937-5150
Email:

Name of Engineer: Westwood Professional Services, Inc.
Address of Engineer: 7699 Anagram Dr
Eden Prairie, MN 55344
Phone # (952) 937-5150
Email:

PLAT INFORMATION

Legal/PID # of the Property Involved: 42-11560-01-010 & 42-11560-02-020
Total Acreage: 10.04 Acres
Proposed Number of Lots: 1
Proposed Name of Plat: ANDLER & OLSON'S ADDITION II

Plat meets all minimum subdivision requirements. If not, explain:

EXHIBITS REQUIRED

1. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 copies of the proposed plat/final plat in sets.

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)	(515) 267-2800 Phone Number
Signature of Applicant (If different)	Phone Number

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

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

FEES

1. The fees to be paid by each applicant for each zoning request shall be as prescribed by the City Council. Fees shall be payable at the time applications are filed with the Zoning Administrator and are not refundable unless the application is withdrawn prior to being sent for legal publication and notice. There shall be no fee in the case of applications filed in the public interest by the City Council or by the Planning Commission. Fees shall include application fee, filing fees, consultant, legal, planning, and engineering fees.

2. Applicants shall deposit with the City, together with the application filing fees, the sums required by Council resolution toward prepayment of the Consultants and Attorney's expenses and all costs to be billed and charged to the City. The prepayment amounts shall be a credit toward all reasonable fees and expenses charged by the Consultants to the City in the investigation report and recommendation to the City Council concerning the application. All reasonable expenses and fees in excess of the deposit shall be paid by the applicant to the City within 30 days of final action on the matter by the City. If not paid within 30 days, the account shall be deemed delinquent. If the fees and expenses incurred by the City from the Consultants are less than the amount of deposit, such excess shall be returned to the applicant upon final action by the City in said manner.

ANDLER AND OLSONS 2ND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Hy-Vee, Inc., an Iowa corporation owner of the following described property:

Lot 1, Block 1, Outlot A, ANDLER AND OLSON'S ADDITION, Dakota County, Minnesota.
Abstract Property

Have caused the same to be surveyed and platted as ANDLER AND OLSONS 2ND ADDITION and do hereby donate and dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Hy-Vee, Inc., an Iowa corporation, has caused these presents to be signed by its proper officers this _____ day of _____, 20_____.

HY-VEE, INC.

_____ _____
Jeffrey Markey, Senior Vice President Nathan Allen, Assistant Secretary

STATE OF _____

COUNTY OF _____
This instrument was acknowledged before me on _____, by Jeffrey Markey, Senior Vice President of Hy-Vee, Inc., an Iowa corporation, on behalf of the corporation.

_____ (Signature)

_____ (Name Printed)

Notary Public, _____

My Commission Expires _____

STATE OF _____

COUNTY OF _____
This instrument was acknowledged before me on _____, by Nathan Allen, Assistant Secretary of Hy-Vee, Inc., an Iowa corporation, on behalf of the corporation.

_____ (Signature)

_____ (Name Printed)

Notary Public, _____

My Commission Expires _____

I, Craig W. Morse, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____ , 20_____ .

_____
Craig W. Morse, Licensed Land Surveyor
Minnesota License No. 23021

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on _____ by Craig W. Morse, Land Surveyor, Minnesota License No. 23021.

_____ (Signature)

_____ (Name Printed)

Notary Public, _____, County _____

My Commission Expires _____

CITY COUNCIL, CITY OF WEST SAINT PAUL, STATE OF MINNESOTA
This plat was approved by the City Council of West Saint Paul, Minnesota, this _____ day of _____, 20__, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03. Subd. 2.

_____ _____
Mayor Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20_____.

_____
Todd B. Tollefson
Dakota County Surveyor

BOARD OF COUNTY COMMISSIONERS. COUNTY OF DAKOTA, STATE OF MINNESOTA
We do hereby certify that on March 26, 2019 the Board of Commissioners of Dakota County, Minnesota approved this plat of ANDLER AND OLSONS 2ND ADDITION and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2 and pursuant to the Dakota County Contiguous Plat Ordinance.

_____ Attest _____
Chair, County Board County Treasurer-Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20___, on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20_____.

_____, Director
Amy A. Koethe
Department of Property Taxation and Records

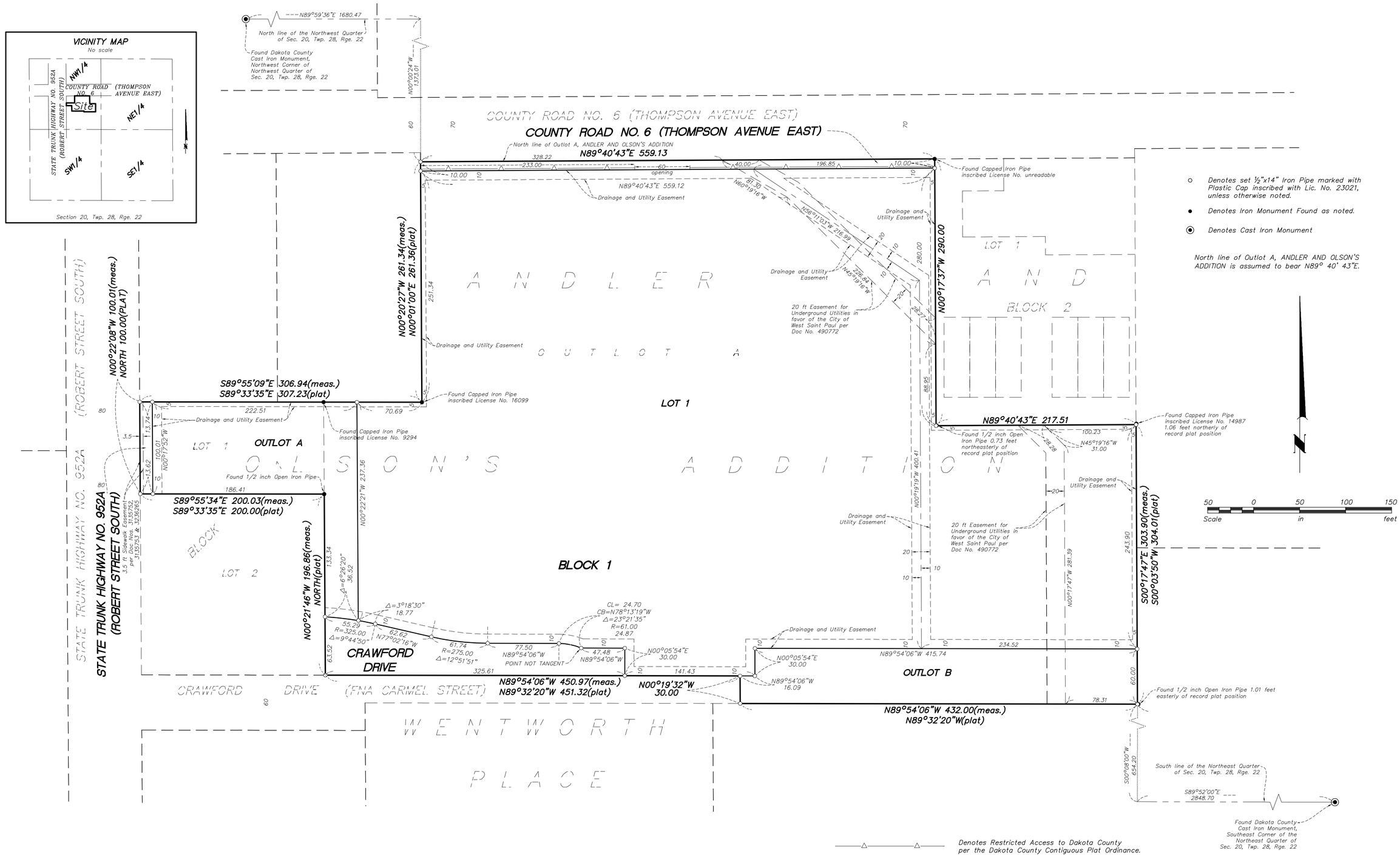
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA
Document Number _____

I hereby certify that this plat of ANDLER AND OLSONS 2ND ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 20_____, at _____ o'clock _____.M., and was duly filed in Book _____ of Plats, Page _____ , as Document Number _____.

_____
Amy A. Koethe
County Recorder

Westwood
Professional Services, Inc.

ANDLER AND OLSONS 2ND ADDITION



Westwood
Professional Services, Inc.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION APPROVING THE PLAT AMENDMENT FOR THE PROPERTIES LOCATED AT 150 THOMPSON AVE. E. & 1510 ROBERT ST. – HY-VEE, INC.

WHEREAS, the City of West St. Paul approved the Andler and Olsons 2nd Addition final plat for the redevelopment of 150 Thompson Avenue East and 1510 Robert Street on March 25, 2019,

WHEREAS, the applicant, Hy-Vee, Inc. is requesting the approval of an amendment to the final plat to create a new outlot; and

WHEREAS, the changes to the plat are a minor modification and do not require an additional public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WEST ST. PAUL that the amendment to the Andler and Olsons 2nd Addition is hereby approved.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 23th day of March 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

From: **Ryan Schroeder, City Manager**

Date: **March 23, 2020**

Proposed Revision of Prevailing Wage Policy

BACKGROUND INFORMATION:

On March 9, 2020, staff provided data and a response to an earlier Council request of information related to enforcement of a 2007 adopted ordinance regarding prevailing wage. The 2007 ordinance is the first and only such ordinance in Dakota County directing that private sector developments receiving City assistance pay prevailing wages. On March 9, the general (but not unanimous) consensus was to propose a change from the private sector requirement to a public sector requirement. Therefore, included herein is a recommended ordinance rescinding the 2007 ordinance. Also enclosed is a policy resolution implementing a public sector prevailing wage requirement similar to that, which has been adopted by Dakota County. As presented to Council on March 9, the City of Hastings is the only other City within the Dakota County with adopted prevailing wage policy. The Hastings resolution also generally aligns with the Dakota County policy.

Enclosed is a compendium of current Prevailing Wage hourly wage and fringe benefit requirements. Also included is employment data of WSP residents and of jobs located within the community.

The Prevailing Wage ordinance applies to compensation paid on labor rates within the construction industry. However, the actual impacts on WSP residents appears to be slight. For instance, according to the Metropolitan Council total 2018 employment is WSP was 8,252 with 2% of that employment in construction. According to the same data set, 21% of WSP employment was in retail, another 21% in health care and social assistance, and 14% in accommodation and food service.

The Metropolitan Council also provides data for where WSP residents actually work. That data follows:

- Other (various communities outside of WSP): 2,582
- St. Paul: 2,192
- Minneapolis: 1,097
- West St. Paul: 703
- Eagan: 534
- Bloomington: 405
- Mendota Heights: 335
- Inver Grove Heights: 218
- Roseville: 216
- South St. Paul: 206
- Eden Prairie: 181

Rudimentary math would suggest that if only 703 WSP residents actually work within the community (8% of total employed residents) and only 2% of jobs in WSP are in the construction industry the actual number of WSP residents that would realize a wage impact of the Prevailing Wage ordinance might be as low as a dozen.

The Metropolitan Council estimates WSP 2020 population at 20,800 within 9,200 households. An estimated 15.69% of the population is 65 years or older. Median household income is estimated at $54,300.

A portion of recent deliberation has been on the impacts of a private sector Prevailing Wage requirement upon

- Individual project costs
- Competitiveness of WSP compared to non WSP development sites
- Property Tax impacts of development
- Housing market impacts
- Construction and Development quality

Staff has requested a response from two developers and one construction company regarding individual project costs of a Prevailing Wage requirement. Alleged project cost impacts have been suggested at 3-5%, 20%, and 25%. However, we have not attempted to verify the accuracy of those estimates and the literature on the topic asserts both large impacts and di-minimis impacts. If it is accurate that there would be project cost impacts then the ability of WSP sites in comparison to those of alternative sites should be a matter of concern.

With redevelopment projects, it is often the case that projects would not proceed but for assistance provided by the public sector. To the extent that any particular policy or requirement within WSP causes cost impacts, it should be anticipated that subsidy requests would grow. To the extent that these requests are granted, there would be a resulting impact upon the taxpayer who would not receive the property tax revenue from the development that might otherwise accrue.

Positive revenue impacts of development vary. Following is an estimate of revenue impacts of three different projects each with a taxable market value of $1 million.

Project Type	Total Local Tax Paid	WSP Share of Tax
• Commercial/Industrial Project	$24,450	$13,450
• 4d Multi Family	$ 3,900	$ 2,150
• Market Multi Family	$15,900	$ 8,750

When the 2007 was initially adopted part of the rationale was the positive impact upon the housing market and the ability of persons benefitted by prevailing wage to afford quality housing. Given the above data, it would appear this impact would be di-minimis.

It is common within Prevailing Wage discussions to hear assertions that Prevailing Wage affects the quality of construction. To the extent that an ordinance provides an opportunity for union shops to better compete with non-union shops perhaps an argument could be made. Beyond that, however, the ordinance does not have a construction quality requirement and instead it just dictates that the trades person be paid at a certain rate which may or may not vary from the rate they were paid on their last job or the next one.

Enclosed and proposed are two actions. One is an ordinance rescinding the 2007 Prevailing Wage Ordinance for which we would request a first reading be held. The second is a resolution creating a policy of Prevailing Wage for City owned projects. Had this policy been in effect prior to the start of the recent City Hall remodels there would have been an impact to how that project had been bid. We are requesting that this resolution be adopted after the second reading of the proposed ordinance.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Staff recommends that Council review the attached ordinance amendment and resolution, and approve the first reading of An Ordinance Repealing Section 33.03 of the West St. Paul City Code Regarding Prevailing Wage.

Construction Type: Commercial

County Name: DAKOTA

Effective: 2019-12-16

County: DAKOTA (19)

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)				
101 LABORER, COMMON (GENERAL LABOR WORK)	2019-12-16	35.41	20.44	55.85
	2020-05-01	36.66	21.24	57.90
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2019-12-16	35.41	20.44	55.85
	2020-05-01	36.66	21.24	57.90
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2019-12-16	24.00	16.96	40.96
104 FLAG PERSON	2019-12-16	35.41	20.44	55.85
	2020-05-01	36.66	21.24	57.90
105*WATCH PERSON	2019-12-16	31.78	20.09	51.87
	2020-05-01	33.03	20.89	53.92
106*BLASTER	2019-12-16	34.26	18.54	52.80
107 PIPELAYER (WATER, SEWER AND GAS)	2019-12-16	35.30	20.44	55.74
108*TUNNEL MINER	2019-12-16	33.50	20.44	53.94
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2019-12-16	33.50	20.44	53.94
110 SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER,	2019-12-16	35.41	20.44	55.85

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.				
	2020-05-01	36.66	21.24	57.90
111*TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2019-12-16	35.41	20.44	55.85
	2020-05-01	36.66	21.24	57.90
SPECIAL EQUIPMENT (201 - 204)				
201 ARTICULATED HAULER	2019-12-16	38.13	20.30	58.43
202*BOOM TRUCK	2019-12-16	38.13	20.30	58.43
203 LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2019-12-16	24.00	16.96	40.96
204 OFF-ROAD TRUCK	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
205*PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-	2019-12-16	37.05	19.39	56.44

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
PROPELLED TRUCK OR TRAILER MOUNTED UNITS.				

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2	2019-12-16	38.67	18.26	56.93

306 GRADER OR MOTOR PATROL
308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)

GROUP 3	2019-12-16	38.09	20.50	58.59

309 ASPHALT BITUMINOUS STABILIZER PLANT
310 CABLEWAY
312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)
314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER
316 LOCOMOTIVE CRANE OPERATOR
320 TANDEM SCRAPER
322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)

GROUP 4 *	2019-12-16	37.79	20.50	58.29
	2020-05-01	38.64	21.40	60.04

323 AIR TRACK ROCK DRILL
324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)
325 BACKFILLER OPERATOR
327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)
328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)
329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS
330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS
331 CHIP HARVESTER AND TREE CUTTER
332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE
334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)
335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT
336 CURB MACHINE
337 DIRECTIONAL BORING MACHINE

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
338 DOPE MACHINE (PIPELINE)				
340 DUAL TRACTOR				
341 ELEVATING GRADER				
345 GPS REMOTE OPERATING OF EQUIPMENT				
347 HYDRAULIC TREE PLANTER				
348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE				
352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357 PUGMILL				
359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360 SCRAPER				
361 SELF-PROPELLED SOIL STABILIZER				
362 SLIP FORM (POWER DRIVEN) (PAVING)				
363 TIE TAMPER AND BALLAST MACHINE				
365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
367 TUB GRINDER, MORBARK, OR SIMILAR TYPE				
GROUP 5 *	2019-12-16	31.65	19.70	51.35
370 BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372 FORM TRENCH DIGGER (POWER)				
375 HYDRAULIC LOG SPLITTER				
376 LOADER (BARBER GREENE OR SIMILAR TYPE)				
377 POST HOLE DRIVING MACHINE/POST HOLE AUGER				
379 POWER ACTUATED JACK				
381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384 STUMP CHIPPER AND TREE CHIPPER				
385 TREE FARMER (MACHINE)				
GROUP 6 *	2019-12-16	33.54	20.50	54.04
387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
389 DREDGE DECK HAND				
391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
393 LEVER PERSON				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
395 POWER SWEEPER				
396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
COMMERCIAL POWER EQUIPMENT OPERATOR				
GROUP 1	2019-12-16	43.59	20.55	64.14
	2020-05-01	44.44	21.70	66.14
501 HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)				
502 TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
503 TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 2	2019-12-16	43.25	20.55	63.80
	2020-05-01	44.10	21.70	65.80
504 CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
505 PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)				
506 TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
507 TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 3	2019-12-16	41.84	20.55	62.39
	2020-05-01	42.69	21.70	64.39
508 ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)				
509 CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)				
510 DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)				
511 STATIONARY TOWER CRANE UP TO 200 FEET				
512 SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
513 TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)				
514 TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 4 *	2019-12-16	41.50	20.55	62.05
	2020-05-01	42.35	21.70	64.05
515 CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)				
516 FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
517 HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
518 LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)				
519 OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)				
520 TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 5	2019-12-16	40.08	20.55	60.63
	2020-05-01	40.93	21.70	62.63
521 AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
522 CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)				
523 CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM				
524 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)				
525 FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)				
526 FRONT END, SKID STEER 1 C YD AND OVER				
527 HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)				
528 MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
529 POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)				
530 PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
531 SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
532 STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)				
533 TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)				
534 WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 6 *	2019-12-16	38.57	20.55	59.12
	2020-05-01	39.42	21.70	61.12
535 CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536 FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
537 FRONT END, SKID STEER UP TO 1 C YD				
538 GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539 TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
GROUP 7	2019-12-16	37.45	20.55	58.00
	2020-05-01	38.30	21.70	60.00

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
541 AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542 BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				
543 CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)				
544 FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
545 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
546 PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)				
547 PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 8 *	2019-12-16	35.44	20.55	55.99
	2020-05-01	36.29	21.70	57.99
548 ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549 GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550 MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
TRUCK DRIVERS				
GROUP 1 *	2019-12-16	45.32	9.48	54.80
601 MECHANIC . WELDER				
602 TRACTOR TRAILER DRIVER				
603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2 *	2019-12-16	27.50	14.40	41.90
604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3 *	2019-12-16	16.85	6.49	23.34
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				
GROUP 4 *	2019-12-16	28.00	9.56	37.56
608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609 DUMP PERSON				
610 GREASER				
611 PILOT CAR DRIVER				
612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613 TWO AXLE UNIT				
614 SLURRY OPERATOR				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616 TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS				
701 HEATING AND FROST INSULATORS	2019-12-16	45.69	25.86	71.55
	2020-06-01	48.29	25.86	74.15
702 BOILERMAKERS	2019-12-16	38.33	27.43	65.76
703 BRICKLAYERS	2019-12-16	40.31	21.32	61.63
	2020-05-01	42.41	21.32	63.73
704 CARPENTERS	2019-12-16	38.18	22.55	60.73
	2020-05-01	40.23	22.55	62.78
705 CARPET LAYERS (LINOLEUM)	2019-12-16	38.84	20.29	59.13
	2020-05-01	40.89	20.29	61.18
706 CEMENT MASONS	2019-12-16	39.81	20.42	60.23
	2020-05-01	41.81	20.42	62.23
707 ELECTRICIANS	2019-12-16	44.00	30.30	74.30
	2020-05-01	46.90	30.30	77.20
708 ELEVATOR CONSTRUCTORS	2019-12-16	49.91	39.24	89.15
	2020-01-01	51.55	40.48	92.03
709 GLAZIERS	2019-12-16	42.19	19.64	61.83
	2020-06-01	44.24	19.64	63.88
710 LATHERS	2019-12-16	38.18	22.55	60.73
	2020-05-01	40.23	22.55	62.78
712 IRONWORKERS	2019-12-16	37.60	29.40	67.00
	2020-05-01	39.65	29.40	69.05
714 MILLWRIGHT	2019-12-16	35.73	26.43	62.16
	2020-05-01	37.83	26.43	64.26
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2019-12-16	37.20	22.76	59.96
	2020-05-01	39.20	22.76	61.96

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
716 PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2019-12-16	38.91	22.08	60.99
717 PIPEFITTERS . STEAMFITTERS	2019-12-16	47.89	27.55	75.44
	2020-05-01	50.39	27.55	77.94
718 PLASTERERS	2019-12-16	39.98	20.54	60.52
	2020-06-01	42.03	20.54	62.57
719 PLUMBERS	2019-12-16	48.72	24.73	73.45
	2020-05-01	51.47	24.73	76.20
720 ROOFER	2019-12-16	38.00	18.19	56.19
	2020-05-01	40.00	18.19	58.19
721 SHEET METAL WORKERS	2019-12-16	44.46	29.17	73.63
722 SPRINKLER FITTERS	2019-12-16	46.58	28.10	74.68
	2020-06-01	49.43	28.10	77.53
723 TERRAZZO WORKERS	2019-12-16	40.53	19.83	60.36
724 TILE SETTERS	2019-12-16	35.73	25.31	61.04
725 TILE FINISHERS	2019-12-16	29.45	20.33	49.78
726 DRYWALL TAPER	2019-12-16	35.40	23.44	58.84
	2020-05-04	37.40	23.44	60.84
727 WIRING SYSTEM TECHNICIAN	2019-12-16	40.17	17.63	57.80
	2020-07-01	41.42	17.63	59.05
728 WIRING SYSTEMS INSTALLER	2019-12-16	28.14	14.71	42.85
	2020-07-01	29.02	14.71	43.73
729 ASBESTOS ABATEMENT WORKER	2019-12-16	32.68	19.66	52.34
730 SIGN ERECTOR	2019-12-16	29.78	15.59	45.37

TABLE 3-3: THE INDUSTRIES IN WHICH THE EMPLOYED CIVILIAN POPULATION OF WEST ST. PAUL WORK

INDUSTRY	Number	Percent
Educational services, and health care and social Assistance	2,021	22.0%
Retail trade	1,198	13.1%
Professional, scientific, and management, and administrative and waste management services	1,054	11.5%
Arts, entertainment, and recreation, and accommodation and food services	888	9.7%
Manufacturing	879	9.6%
Transportation and warehousing, and utilities	667	7.3%
Finance and insurance, and real estate and rental and leasing	651	7.1%
Public administration	559	6.1%
Wholesale trade	362	3.9%
Construction	333	3.6%
Other services, except public administration	321	3.5%
Information	193	2.1%
Agriculture, forestry, fishing and hunting, and mining	51	0.6%
Total	9,177	

TABLE 3-5: JOBS LOCATED IN WEST ST. PAUL, BY INDUSTRY SOURCE: METROPOLITAN COUNCIL.

Industry	Employment Total
Retail Trade	1,698
Health Care and Social Assistance	1,509
Accommodation and Food Services	1,136
Public Administration	666
Manufacturing	550
Other Services, Ex. Public Admin	481
Educational Services	372
Administrative and Waste Services	354
Construction	180
Finance and Insurance	165
Transportation and Warehousing	149
Arts, Entertainment, and Recreation	130
Professional and Technical Services	130
Management of Companies and Enterprises	120
Information	118
Real Estate and Rental and Leasing	102
Wholesale Trade	63
All Other Industries	4
Total:	7,927

Table 3-3 depicts the industries within which WSP residents work. These jobs may or may not be located in WSP. Table 3-5 depicts industry jobs actually located in WSP that may include incumbents who also reside in WSP but incumbents may also reside elsewhere. Hence, 3.6% of employed WSP residents work in the

construction industry and of the jobs physically located in WSP 2.27% of those are in the construction industry. These tables do not depict how many of the jobs are skilled labor which would benefit from prevailing wage.

According to the National Association of Home Builders creation of 1,000 apartment units would generate 1,130 jobs. Accordingly, it seems creation of 370 apartment units would generate 418 jobs. The average commute time for employees in the St. Paul area is about 24 minutes. Hence, it is reasonable to surmise that a person working in WSP is, on average, originating from within an area generally including White Bear Lake, Hudson Wisconsin, Hastings, and downtown Minneapolis, with a portion originating from a further distance and a portion originating from a closer distance to include inside WSP.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-

AN ORDINANCE REPEALING SECTION 33.03 OF THE WEST ST. PAUL CITY CODE REGARDING PREVAILING WAGE

The City of West Saint Paul does ordain:

SECTION 1. REPEAL. West St. Paul City Code Section 33.03 relating to prevailing wage is hereby repealed.

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

Passed by the City Council of the City of West St. Paul, Minnesota, this _____ day of _____, 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION ESTABLISHING A PREVAILING WAGE POLICY FOR PUBLIC PROJECTS

WHEREAS, the West St. Paul City Council believes it is in the public interest that projects involving the construction, alteration or repair of city buildings, bikeways, trails, roads, and bridges over $50,000 be constructed by the best means and highest quality of labor reasonably available and that persons working on such projects be compensated according to the value of the services they perform; and

WHEREAS, it is therefore the policy of this City Council that wages for laborers, mechanics, or other employees on such projects, should be comparable to wages paid for similar work in the community; and

WHEREAS, the establishment of a prevailing wage rate to accomplish these objectives is authorized under Minnesota Statutes Section 471.342, Subd. 7; and

WHEREAS, the Minnesota Department of Labor and Industry conducts studies and certifies annually the prevailing wage rate for state funded construction projects in commercial construction in Dakota County for all classes of labor commonly or customarily used in such construction projects; and

WHEREAS, West St. Paul city staff have reviewed this issue and propose that prevailing wage rate requirements be established on an individual "contract" basis, consistent with the City's policies and practices.

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that West St. Paul shall require all publicly bid projects for city buildings, bikeways, trails, roads, and bridges over $50,000 to comply with the prevailing wage rate unless otherwise waived by the City Council.

Adopted by the City Council of the City of West St. Paul, Minnesota, this ___ day of _____ 2020.

Attest:

_____ _____

David J. Napier, Mayor Shirley R Buecksler, City Clerk