CITY COUNCIL MEETING

MUNICIPAL CENTER COUNCIL CHAMBERS

1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118

MONDAY, JULY 27, 2020

6:30 P.M.

CITY COUNCIL MEETINGS

City Council meetings are held in person in the Council Chambers and are open to the public with social distancing restrictions. Meetings will continue to be broadcast and streamed online for viewers to watch from the safety of their homes.

SEATING: A limited number of attendees will be allowed in the Council Chambers to view live meetings. Seats are first-come first-serve. Due to the limited seating, overflow space will be available in the City Hall lobby and the Lobby Conference Rooms with screens playing the meeting live.

PARTICIPATION: Due to the limited seating in the Council Chambers, those wishing to speak in person during public input items must sign up prior to the start of the meeting and will be called up to the podium one at a time. People wishing to speak in person may email the City Clerk at sbuecksler@wspmn.gov by 4:30 p.m. the day of the meeting (please include name, address and subject in email). In addition, sign-up sheets for each public input item will be available near the entrance of the Council Chambers at 4:30 p.m. the day of each meeting and collected by the City Clerk 5 minutes prior to the start of the meeting. Names will be called to approach the podium to address the Council. Those watching from overflow areas can enter the Chambers to speak when their name is called and then proceed back to the overflow area to continue viewing.

Viewers may also choose to call in via telephone to speak during public input items. A number will appear on screen during live broadcasts and streams when lines open for call-in speakers.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Adopt the Agenda**
5. **OCWS Briefing**
6. **Citizen Comments - In Person**
   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. **Citizen Comments - Phone Line**
   Individuals may address the City Council about any item not included on the regular agenda. Speakers are requested to state their name and address for the Clerk's record. Generally, the City Council will not take official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.
8. **Council Comments**

9. **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 - July 27, 2020

Documents:

COUNCIL REPORT - 7.27.20 LIST OF CLAIMS.PDF

B. CARES Act Funding and Expenditure Allocation Plan

Documents:

COUNCIL REPORT - CARES ACT EXPENDITURE PLAN.PDF
ATTORNEY MEMO REGARDING CARES ACT W.O FAQ.PDF
CRF FUNDING ELIGIBILITY LETTER.PDF

C. Creation of a CARES Act Small Business Grant Program

Documents:

COUNCIL REPORT - CARES ACT BUSINESS GRANT.PDF
ATTACHMENT - WSP SMALL BUSINESS GRANT PROGRAM.PDF

D. Rental Licensing

Documents:

COUNCIL REPORT - RENTAL LICENSING.PDF

E. Fuel Tank Repairs

Documents:

COUNCIL REPORT - FUEL TANK REPAIRS.PDF

F. Social Media Policy

Documents:

COUNCIL REPORT - SOCIAL MEDIA POLICY.PDF
SOCIAL MEDIA POLICY 7-27-20.PDF

G. Housing Plan Approval

Documents:

COUNCIL REPORT - HOUSING PLAN APPROVAL.PDF
RESOLUTION - HOUSING PLAN.PDF
PROPOSED HOUSING PLAN.PDF

H. Processing of Absentee Ballots 14 Days Prior and 2 Days Following the 2020 State Primary and State General Election

Documents:

COUNCIL REPORT - PROCESSING OF ABSENTEE BALLOTS.PDF

RESOLUTION APPROVING THE PROCESSING OF ABSENTEE BALLOTS 14 DAYS PRIOR TO THE DATE OF THE 2020 PRIMARY AND GENERAL ELECTION.PDF

I. Schedule Special Meeting to Canvass State Primary Results for Friday, August 14, 2020

Documents:

COUNCIL REPORT - CANVASS STATE PRIMARY RESULTS.PDF
ATTACHMENT - STIPULATION AND PARTIAL CONSENT DECREE.PDF

10. **Public Hearing**

A. Preliminary and Final Plat Review for Two Lots at the Southwest Corner of Robert and Annapolis St. - Dakota County CDA

Documents:

COUNCIL REPORT - PRELIMINARY AND FINAL PLAT FOR TWO LOTS AT THE SW CORNER OF ROBERT AND ANNAPOLIS ST.PDF
ATTACHMENT - PRELIMINARY AND FINAL PLAT ROBERT AND ANNAPOLIS.PDF
ATTACHMENT - ROBERT AND ANNAPOLIS PLAT PLANS - REDUCED SIZE.PDF
RESOLUTION - PRELIMINARY AND FINAL PLAT FOR THE NW CORNER OF ROBERT AND ANNAPOLIS.PDF

B. Conditional Use Permit, Site Plan, Preliminary/Final Plat, and First Reading of a Rezoning Ordinance to Allow Two Apartment Buildings at 1201 Robert St #50 and 100 Signal Hills Ave - Dominium Development

Documents:

COUNCIL REPORT - MULTIPLE APPLICATIONS FOR THE CONSTRUCTION OF TWO APARTMENT BUILDINGS.PDF
ATTACHMENT - MULTIPLE APPLICATIONS FOR THE CONSTRUCTION OF TWO APARTMENT BUILDINGS.PDF
ATTACHMENT - DOMINIUM - COMBINED PLANS AND PLAT - REDUCED FILE SIZE.PDF
RESOLUTION - CUP FOR TWO APARTMENT BUILDINGS.PDF
RESOLUTION - SITE PLAN FOR TWO APARTMENT BUILDINGS.PDF
RESOLUTION - PRELIMINARY AND FINAL PLAT FOR TWO APARTMENT BUILDINGS.PDF
ORDINANCE - REZONING FOR TWO APARTMENT BUILDINGS.PDF

C. Final Reading of Ordinance No. 20-008 Amending Section 113 of the City Code Prohibiting Sales of Tobacco to Anyone Under the Age of 21

Documents:

COUNCIL REPORT - FINAL READING TOBACCO ORDINANCE MODIFICATION.PDF
ORDINANCE 20-008 AMENDING SECT 113 OF CITY CODE PROHIBITING SALES OF TOBACCO TO ANYONE UNDER 21.PDF

D. Final Reading of Ordinance No. 20-009 Approving the Sale of Property to Hy-Vee, Inc. for Redevelopment Purposes and Approving the Lot Split for PID 41-11560-01-020

Documents:

COUNCIL REPORT - PUBLIC HEARING AND SECOND READING FOR SALE TO HY-VEE.PDF
ORDINANCE 20-009 APPROVING THE SALE OF PROPERTY LOCATED WITHIN THE CITY OF WSP TO HY-VEE AND APPROVING LOT SPLIT.PDF

E. Final Reading of Ordinance No. 20-010 Approving the Sale of Property to the County of Dakota for the River to River Project

Documents:

COUNCIL REPORT - SECOND READING AND PUBLIC HEARING FOR SALE TO COUNTY.PDF
ORDINANCE 20-010 APPROVING THE SALE OF PROPERTY LOCATED WITHIN THE CITY OF WSP TO DAKOTA COUNTY.PDF

F. Final Reading of Ordinance 20-011 Amending City Charter Section 2.07 Subd. 1 and City Code Section 30.04 Regarding Mayor and Council Salaries

Documents:

COUNCIL REPORT - FINAL READING, MAYOR AND COUNCIL SALARIES.PDF
ORDINANCE 20-011 AMENDING CHARTER 2.07 AND CITY CODE 30.04 RE MAYOR AND COUNCIL SALARIES, 2020.PDF

11. **New Business**

A. Oppidan I - Resolution Terminating Development Agreement, Approving New Development Agreement and Approving of Assignment of Tax Abatement Agreement

Documents:

COUNCIL MEMO - OPPIDAN - 7-27-20.PDF
RESOLUTION - TERMINATING DA APPROVING NEW DA ASSIGNMENT OF TAX AGREEMENT.PDF
COUNCIL TRILOGY AGREEMENT 7-27-20.PDF
COUNCIL TRILOGY ASSIG ASSUMP TAX ABMT 7-27-20.PDF

B. First Reading - Ordinance Approving the Sale of the Former Car X Property to the EDA for Redevelopment Purposes

Documents:

COUNCIL REPORT - CAR X FIRST READING ON 7-27-2020.PDF
ORDINANCE - APPROVING THE SALE OF PROPERTY TO THE EDA.PDF

C. First Reading - Conversion Therapy Ordinance

Documents:

COUNCIL REPORT - CONVERSION THERAPY BAN 072720.PDF
ORDINANCE - ENACTING SECTION 33.04 RE THE PROHIBITION OF CONVERSION THERAPY FOR MINORS.PDF

D. First Reading - Modification to Farm and Small Domestic Animal Ordinance

Documents:

COUNCIL REPORT - MODIFICATION TO FARM AND OTHER SMALL DOMESTIC ANIMAL ORDINANCE JLS.PDF

ORDINANCE AMENDMENT FOR 90.08 FARM AND OTHER SMALL DOMESTIC ANIMALS 7-20-20.PDF

E. First Reading - Modification to Liquor License Ordinance

Documents:

COUNCIL REPORT - FIRST READING LIQUOR LICENSE ORDINANCE MODIFICATION.PDF
ORDINANCE AMENDING SECT 112.04 RE PERSONS INELIGIBLE FOR A LIQUOR LICENSE.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**

Through: **Ryan Schroeder, City Manager**

From: **Char Stark, Finance Director**

Date: July 27, 2020

List of Claims

BACKGROUND INFORMATION:

Invoices to be paid

FISCAL IMPACT:

$1,968,678.88

STAFF RECOMMENDATION:

Approve payment of the attached

CITY OF WEST ST PAUL

Summary of List of Claims

Council Meeting of July 27, 2020

PAYROLL CHECK REGISTER:

Payroll Period	6/29/20 - 7/12/20	
Date Paid	7/17/2020	
Direct Deposit		$170,398.22
Payroll Period		
Date Paid		
Direct Deposit		
TOTAL NET PAYROLL		$170,398.22

DISBURSEMENT CHECK REGISTER:

Checks	12746 - 132829	$710,602.14
EFTS	928 - 959	$1,087,678.52
TOTAL DISBURSEMENT CHECKS		$1,798,280.66

TOTAL PAYROLL, DISBURSEMENTS, ACH AND WIRE TRANSFERS $1,968,678.88

CITY OF W.S.P

Payment Register

From Payment Date: 7/17/2020 - To Payment Date: 7/27/2020

Number	Date	Payee Name	Transaction Amount
AP-1 - Accounts Payable			
Check			
132746	07/17/2020	GAUSMAN BROTHERS CONSTRUCTION LLC	$4,750.00
132747	07/22/2020	MADISON ENERGY INVESTMENTS I LLC	$10,635.83
132748	07/22/2020	REGISTRATION FEE TRUST	$7.00
132749	07/27/2020	A R I MECHANICAL	$395.00
132750	07/27/2020	AAA STRIPING SERVICE CO	$360.00
132751	07/27/2020	ABRAKADOODLE	$1,011.00
132752	07/27/2020	ADVANTAGE SIGNS & GRAPHICS	$52.30
132753	07/27/2020	ALLAN MECHANICAL INC	$5,300.00
132754	07/27/2020	AMAZON BUSINESS	$331.09
132755	07/27/2020	ANCHOR SOLAR INVESTMENTS	$1,393.93
132756	07/27/2020	BARR ENGINEERING CO	$211.00
132757	07/27/2020	BCA CJTE	$1,110.00
132758	07/27/2020	BOLTON & MENK INC	$469.00
132759	07/27/2020	BOUND TREE MEDICAL LLC	$44.58
132760	07/27/2020	CAR WASH PARTNERS, INC	$146.44
132761	07/27/2020	CARLIN SALES CORPORATION	$230.46
132762	07/27/2020	CEMSTONE	$859.00
132763	07/27/2020	CENTURYLINK	$402.60
132764	07/27/2020	CINTAS CORPORATION	$113.82
132765	07/27/2020	COMCAST	$228.68
132766	07/27/2020	COMMERCIAL ASPHALT COMPANY	$737.49
132767	07/27/2020	CORPORATE MARK INC	$65.00
132768	07/27/2020	DAKOTA COUNTY FINANCIAL SERV	$2,064.88
132769	07/27/2020	DANNER INC	$136.00
132770	07/27/2020	EHLERS & ASSOCIATES	$9,992.50
132771	07/27/2020	ELLIE FAMILY SERIVCES	$1,700.00
132772	07/27/2020	FASTENAL COMPANY	$121.77
132773	07/27/2020	FURTHER	$621.10
132774	07/27/2020	GALLS INC	$35.99
132775	07/27/2020	GERTENS GREENHOUSE	$481.05
132776	07/27/2020	GRAINGER INC	$1,505.36
132777	07/27/2020	GUARDIAN SUPPLY LLC	$119.00
132778	07/27/2020	HOSE/CONVEYORS	$130.60
132779	07/27/2020	IIMC	$170.00
132780	07/27/2020	INTAB, LLC	$41.88
132781	07/27/2020	INVER GROVE FORD	$163.04
132782	07/27/2020	KIMLEY-HORN & ASSOCIATES, INC	$6,572.00
132783	07/27/2020	LANGUAGE LINE SERVICES	$473.84
132784	07/27/2020	LEVANDER, GILLEN & MILLER	$30,580.88
132785	07/27/2020	LMCIT - CLAIMS	$422.82
132786	07/27/2020	M P C A	$62.50
132787	07/27/2020	M T I DISTRIBUTING	$52.26

132788	07/27/2020	MADISON ENERGY INVESTMENTS I LLC	$22,818.35
132789	07/27/2020	MARCO TECHNOLOGIES LLC- LEASE PAYMENT	$755.18
132790	07/27/2020	MCMULLEN INSPECTIONS, INC	$16,338.40
132791	07/27/2020	MENARDS	$1,062.36
132792	07/27/2020	METROPOLITAN COUNCIL	$181,986.26
132793	07/27/2020	MIDWAY FORD	$39,396.05
132794	07/27/2020	MIKE BROTHERS LLC	$107.49
132795	07/27/2020	MINNEAPOLIS OXYGEN CO	$184.61
132796	07/27/2020	MN DEPT OF TRANS-COMMISIONER	$95.09
132797	07/27/2020	MN GLOVE	$349.63
132798	07/27/2020	MN OCCUPATIONAL HEALTH	$1,104.00
132799	07/27/2020	MN UNEMPLOYMENT INSURANCE FUND	$6,689.94
132800	07/27/2020	NAPA AUTO PARTS	$27.69
132801	07/27/2020	O'REILLY AUTOMOTIVE, INC	$120.54
132802	07/27/2020	OFFICE DEPOT	$63.28
132803	07/27/2020	OLSEN FIRE INSPECTION	$825.00
132804	07/27/2020	ORMAN, MARGARET	$240.00
132805	07/27/2020	PARR, ANDREW	$940.65
132806	07/27/2020	PIONEER SECURESHRED	$58.00
132807	07/27/2020	RED WING BUSINESS ADVANTAGE ACCOUNT	$576.46
132808	07/27/2020	SFDMG, LLC	$5,117.37
132809	07/27/2020	SHORT ELLIOTT HENDRICKSON, INC	$6,397.44
132810	07/27/2020	SKADRON ANIMAL HOSPITAL P A	$324.77
132811	07/27/2020	SOUTHVIEW GARDEN CENTER INC	$52.00
132812	07/27/2020	SPARTAN PROMOTIONAL GROUP	$310.40
132813	07/27/2020	SPRWS	$6,271.12
132814	07/27/2020	ST PAUL PIONEER PRESS	$100.62
132815	07/27/2020	ST PAUL REGIONAL WATER SERVICE	$16,099.12
132816	07/27/2020	STERNBERG LANTERNS, INC	$1,545.00
132817	07/27/2020	TENVOORDE FORD INC	$65,997.12
132818	07/27/2020	TKDA	$5,866.98
132819	07/27/2020	TMG CONSTRUCTION INC	$229,264.59
132820	07/27/2020	TRI STATE BOBCAT INC	$389.40
132821	07/27/2020	TWIN CITY JANITOR SUPPLY	$339.56
132822	07/27/2020	UHL COMPANY, INC	$7,160.00
132823	07/27/2020	ULINE SHIPPING SUPPLIES	$696.61
132824	07/27/2020	UPS STORE	$13.07
132825	07/27/2020	W J HAAS MANUFACTURING CORP	$420.00
132826	07/27/2020	WASTE MANAGEMENT	$2,211.78
132827	07/27/2020	WSB & ASSOCIATES	$3,384.00
132828	07/27/2020	ZAHL-PETROLEUM MAINTENANCE CO	$448.31
132829	07/27/2020	ZEP MANUFACTURING COMPANY	$152.21
Type Check Totals:			$710,602.14
EFT			
929	07/27/2020	BOND TRUST SERVICES	$19,881.25
930	07/27/2020	BOND TRUST SERVICES	$14,362.50

CITY OF W.S.P

Payment Register

From Payment Date: 7/17/2020 - To Payment Date: 7/27/2020

931	07/27/2020	BOND TRUST SERVICES	$31,446.88
932	07/27/2020	BOND TRUST SERVICES	$6,837.50
933	07/27/2020	BOND TRUST SERVICES	$55,628.13
934	07/27/2020	BOND TRUST SERVICES	$51,725.00
935	07/27/2020	BOND TRUST SERVICES	$76,490.00
936	07/27/2020	BOND TRUST SERVICES	$13,186.25
937	07/27/2020	BOND TRUST SERVICES	$46,698.13
938	07/27/2020	BOND TRUST SERVICES	$78,925.00
939	07/27/2020	BOND TRUST SERVICES	$73,450.00
940	07/27/2020	BOND TRUST SERVICES	$157,525.00
941	07/27/2020	BOND TRUST SERVICES	$48,997.50
942	07/27/2020	BOND TRUST SERVICES	$6,200.00
943	07/27/2020	BOND TRUST SERVICES	$148,234.18
944	07/27/2020	CLOVER	$42.94
945	07/27/2020	MN STATE TREASURER	$44.00
946	07/27/2020	OLD NATIONAL BANK	$54.31
947	07/27/2020	BLUECROSS BLUESHIELD	$113,124.88
948	07/27/2020	HIGHER STANDARDS INC	$1,066.68
949	07/24/2020	FURTHER	$5,800.00
950	07/24/2020	I C M A	$250.00
951	07/24/2020	I C M A RETIREMENT TRUST - ROTH	$375.00
952	07/24/2020	I C M A RETIREMENT TRUST-457	$7,350.01
953	07/24/2020	MII LIFE --- VEBA	$2,914.02
954	07/24/2020	MSRS - 457	$2,707.35
955	07/24/2020	MSRS HCSP	$3,600.96
956	07/24/2020	PUBLIC EMPLOYEES RETIRMNT ASSN	$55,761.91
957	07/24/2020	PUBLIC EMPLOYEES RETIRMNT ASSN	$203.08
958	07/24/2020	IRS - PR TAXES	$54,051.46
959	07/24/2020	MN DEPT OF REVENUE - PR TAXES	$10,744.60
Type EFT Totals:			$1,087,678.52

TOTAL CHECKS & EFTS $1,798,280.66

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

From: **Ryan Schroeder, City Manager**

Date: **July 27, 2020**

Acceptance of CARES ACT Funding and Expenditure Allocation Plan

BACKGROUND INFORMATION:

In order for West St. Paul to appropriately allocate $1,586,138 in CARES ACT funding (and any accrued interest), City staff has consulted with or attended meetings with the City Attorney, the City's Auditor, senior representatives of the League of Minnesota Cities, Metro Cities, representatives of Congressperson Craig's office, and City Managers/Administrators of area Cities and Dakota County. Upon the guidance received, a basis for the allocation of CARES ACT funding follows.

Background

Timeline of Emergency Declarations and related actions:

- First Communication on Pandemic from the Mayor to the Public March 12, 2020
- First Communication on Pandemic from City Manager to the Staff March 12, 2020
- First Interagency COVID Management Meeting March 12, 2020
- Governor Walz Declares Peacetime Emergency March 13, 2020
- West St. Paul City Council Declares Pandemic State of Emergency March 20, 2020
- City Begins Teleworking/Offices Close End of Day March 27, 2020

Guidance from Minnesota Office of Management and Budget (MMB):
On July 1, 2020, the MMB provided guidance during a LMC Webinar. City Staff interpretation of this guidance follows:

- Document why in the opinion of the Chief Executive (City Manager) the expenditure is necessary as a COVID expense and how the determination was made
- Receive City Council approval even if City Manager is authorized
- Work with the City Auditor in preparation for the Single Audit
- Realize that Federal Guidance can change through this period
- On Public Safety expenses, no specific guidance received other than "work with auditor" and "the state is also working on Corrections interpretation"
- Expenditure Eligibility is for those expenses that have occurred or will occur between March 1 and November 15, 2020
- Can transfer funds to other governments such as South Metro Fire and need to verify that any sub-grantees also comply with 601(d)

The initial and largest question is whether Public Safety payroll and other expenditures are acceptable and appropriate expenditure allocations under the Act.

This is from the Federal Guidance for CARES Act funding:

> *The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.*
> *How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?*
> *The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise*

Additionally, the South St. Paul City Administrator, on June 2, 2020 received the following email response in answer to a request for confirmation of intent of the CARES ACT regarding public safety expenditures as eligible expenditures under the ACT from the Senior Community Liaison, Morris Allen. Following is the relevant portion of that response.

> On Jun 2, 2020 5:00 PM, "Allen, Morris" <Morris.Allen@mail.house.gov> wrote:
> *"I checked with our legislative director and this was his answer:*
> *Unless there are additional conditions placed by the Governor or legislature, my reading of this is that payroll for law enforcement would automatically qualify."*

On July 9, 2020 staff emailed Mr. Morris to confirm that the above is still the Congressional office position on this topic. Following is the response:

> *"I just received this from my legislative Director. HOPE THIS HELPS. Feel free to forward to your colleagues.*
> *Guidance released by the Treasury updated on June 30th (https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf) and FAQs updated as of July 8th (https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf) continues to support that interpretation – that public safety payroll expenses are eligible.*
> *The materials released by the Walz Administration on June 25th do not appear to impose any restrictions on that category of funding."*

In addition to the above, enclosed please find memorandums from LeVander, Gillen & Miller, P.A., our legal counsel, and Abdo, Eick and Meyers, the firm which will conduct a Single Audit for the expenditure of federal funds. Both support that police/public safety expenditures are an appropriate allocation for payroll and benefit costs.

City Staff Conclusion

Conclusion from the above is that published Federal guidance clearly states that police payroll and payroll for similar employees who are substantially dedicated to COVID response and mitigation are eligible expenditures. This clear reading of the guidance is also confirmed twice by the office of our US Congressperson, our legal counsel, and our audit firm (see attached and below).

On the same topic, we reviewed the common language to ascertain the "reasonable person" approach outside of legislative intent. City Staff intent is to ascertain the meaning of "substantially dedicated" within language and interpretation. It appears that the word "substantial" could not have been intended to mean anything other than as defined below which we conclude to mean "more than minimally."

Definition of "Substantially"

1. Cambridge Dictionary: to a large extent
2. Dictionary.com: of a material nature; considerable amount
3. Webster: somewhat

Antonyms of "Substantially"

1. Webster: completely, entirely, thoroughly, absolutely, totally, wholly
2. Webster: barely, hardly, marginally, minimally, scarcely

The City's legal Counsel provided an opinion on July 9. From that opinion, Staff explored passages of the opinion as follows. The entire opinion is also enclosed.

LeVander July 9 Legal Opinion

Opinion within the area discussing appropriate "Expenditures"

Para 1:

1. "necessary" (expenditures) will be construed broadly
2. In the reasonable judgement of government officials
3. "AND" must be used for actions taken to respond to the Public Health Emergency

City Staff Conclusion

Conclusion from above is that a determination by the responsible government officials are to be broadly, not narrowly, construed as it relates to expenditures related to response to the Public Health Emergency. It is adjudged, herein, that Government Officials would reasonably be defined as the City Manager in a Home Rule City Charter City Manager system. However, under a belt and suspenders theory, the decisions of the City Manager on allocated expenditures will be reviewed and affirmed by the policy board (City Council) which is the local body, which has declared the Public Health Emergency, which continues in effect.

Para 2:

1. Expenditures may be "incurred directly"
2. As well as expenditures incurred to respond to second order effects such as business interruptions
3. May be expended on payroll for public safety employees whose services are substantially dedicated to mitigating or responding to the COVID-19 crises
4. "including" public safety…and similar

City Staff Conclusion

Conclusion of the above is the determination that allocation of expenses in response to or mitigation of effects of the COVID-19 Public Health Emergency are appropriately both direct and indirect. Further, that any expense associated with the COVID-19 Public Health Emergency that resulted in a business interruption is an appropriate allocation. Finally, that payroll expenses for public safety employees are appropriately allocated so long as COVID-19 Public Health Emergency responses or mitigation impacts are more than minimal. It follows that "broadly construed" as denoted within the Federal guidance would necessarily include employees for which public safety employees rely upon for administrative support both inside and outside of the police department or South Metro Fire.

Para 3

1. An allowed expense is one that is "substantially different" from expected use

City Staff Conclusion

Conclusion of the above is the determination that an expense that is substantially different from the intended expense, if related to the COVID-19 Public Health Emergency would be appropriate to allocate to the CARES ACT allocation.

Conclusion From LeVander Memorandum

Within guidance received on the CARES Act expenditures from the MMB, the LeVander law firm and published Treasury and other articles phrases such as "substantially dedicated" appear consistently. In viewing definitions of "substantially," and especially in viewing antonyms of the word, it is apparent that the guidance does not interpret the word "substantially" to mean a significant amount. In fact, it is apparent that the reference is something more than "minimally" and something less than totally. In fact, Webster defines the word to mean "somewhat." Therefore, it is apparent that if the government officials responsible for spending decisions regarding CARES funding can identify that the expense incurred beyond a minimal amount due to COVID-19, it must be an expense eligible for CARES funding. Further, as a matter of Administrative Convenience, the government may presume that public safety payroll costs are "substantially dedicated" to the responding to or mitigating the COVID-19 Public Health Emergency.

Similar Employees Substantially Dedicated

It follows that City Staff related to public safety response or support of public safety response or pandemic response could reasonably be presumed "as a matter of administrative convenience" to also be an eligible payroll expense, so long as their time has been dedicated toward responding to or mitigating the COVID-19 Public Health Emergency. Regardless, each of the following positions and their job duties have been substantially impacted in that the job duties and tasks contemplated within the 2020 budget have been significantly altered from what was intended at adoption of the 2020 budget. In addition to the following list of Staff having duties substantially impacted are additional staff that "may be" substantially impacted but for whom level of impacts beyond "minimal" levels is not as clear. Included would be:

1. City Manager
   - Response Coordination
   - Assisting the Policy Board (City Council) in response
   - Communication/messaging to the public
   - Collaboration with other agencies throughout the County
   - Responding to Citizen concerns
   - Coordinating COVID-19 response team meetings
   - Managing CARES Funding including creation of small business grants
2. Human Resources Director
   - Participating with response team meetings
   - Managing organization wide employee safety
   - Working with employees on quarantine and contamination issues
   - Recruitment of employees with job duties related to COVID-19
   - Working with departments on reassigning employees
3. Finance Director
   - Participating with response team meetings
   - Managing the accounting for COVID-19 expenses
   - Managing Telework assets
   - Management of the accounting and administration of Small Business Grants

4. Communications Manager
    - Participating with response team meetings
    - Coordinating/writing messaging to the public on COVID-19 impacts and response
    - Working with IT on employee teleworking and Policy Board (Council) virtual meeting technology and meeting management and support
    - Assisting with and communicating small business grants and communicating waiver of code requirements for small businesses in response to Governor's COVID closures and partial openings
5. Chief Building Official
    - Participating with response team meetings
    - Charged with sanitizing general government portion of the building and management of asset/infrastructure improvements to public facilities
6. Assistant Parks Director
    - Participating with response team meetings
    - Mitigating to and responding to the need for recreational facilities closures, re-openings and sanitizing including park playgrounds, basketball courts, playfields, ice arena, splash pad, outdoor pool, sports dome
7. IT Manager
    - Participating with subject specific response team meetings
    - Charged with ensuring employee teleworking technology works
    - Purchasing of IT technology in response to pandemic
    - Lead on Policy Board (Council) virtual meeting creation and technology
8. City Clerk
    - Participating with response team meetings
    - Managing Elections impacted by the Public Health Emergency including acquisition of personal protection equipment (PPE) and coordinating with the County on absentee balloting due to the Public Health Emergency
9. Public Works/Parks Director
    - Participating with response team meetings
    - Supervising the Public Health Emergency actions of the Assistant Park Director

Expenditure Line Items

Upon the above, our conclusion is the following are eligible CARES ACT expenditures:

1. Police Department payroll (wage and benefit) March 1 through November 15
2. South Metro Fire COVID-19 medical calls March 1 through November 15
3. Staff for departments outside Public Safety as per above
4. Seasonal and apportioned full time employees hired specifically for cleaning/sanitizing public facilities
5. Other employee wages when assigned specifically to respond to or mitigate impacts to the pandemic
6. Computer equipment purchased in order to facilitate teleworking and/or virtual meetings
7. Local cost share (25%) of FEMA grants received for the COVID-19 pandemic
8. Emergency sick leave, quarantines and FMLA leaves, medical leaves
9. PPE and sanitizing expense across the organization
10. Business grants in accordance with the Social Security Act 601(d)
11. Any other reasonably necessary expenditure that meets the criterion of 601(d) of the Social Security Act

Ineligible expenses would include the following:

- Anything covered by insurance
- Payroll expense for those not substantially dedicated to mitigating or responding to COVID
- Anything reimbursed by any other federal program
- Workforce bonuses other than hazard pay or overtime
- Reimbursement to donors
- Severance pay

Allocation Approach

- Upon guidance from the City's audit firm, it is intended that the City would first allocate Police Department payroll expenditures against CARES ACT funding
- Upon approval of the City Council, the City would create a Business Grant Program or provide funding to a Dakota County Community Development Agency (CDA) Business Grant Program to assist West St. Paul businesses with CARES ACT eligible expenses directly attributable to or in response to COVID-19
- As per the above, the City would allocate direct expenditures for PPE, sanitizing, teleworking/computer/server/telephone COVID-19 related expenditures
- To the extent funding would be available, the City would allocate Staff expense for those positions identified above, to the extent that these positions have been substantially dedicated to COVID-19 response or mitigation
- South Metro Fire is an eligible sub-grantee with direct COVID-19 expenditure which may be allocated

Approval Approach

1. Council approval of the Expenditure Plan
2. Council approval of the Small Business Grant Program and/or approach
3. Future Council approval of CARES ACT allocations
4. If Business Grant Program is approved, future Council approval of Individual Business Grants
5. Upon approval of the Federal Single Audit (spring/summer 2021), re-allocation of any residual revenue per adopted fund balance policy

Appendix:

1. Business grant (enclosed)
2. Specifics of Police Department impacts

Following is a compendium of Police Department direct and indirect impacts of the public health emergency and related impacts.

Year to date activity for 2020 compared to the same period from 2019 reveals:

- Crashes are down significantly (probably due to stay at home orders)
- Community policing activities down significantly (due to COVID)
- Mental Health calls up (Mental Health calls can be labeled Mental Health or are in other categories where mental health is the underlying contributor to the reason for Police response)
- Domestics / disturbances are up slightly
- Fireworks complaints up significantly (increases are up nationally)
- Order for Protection and Domestic Abuse No Contact Order violations are up significantly
- Ordinance violations are down dramatically due to lower number of Snow Emergencies the first part of the year
- Traffic stops are down significantly (due to COVID, Officers do not want to make unnecessary contact. This is nationally, as well.)

2019 versus 2018, larcenies were up 84 percent. This year, we are seeing it remaining steady. The increase in larcenies are attributed to the increase of people being caught stealing when using the self-checkouts at Wal-Mart and Target, which were put in place at the end of 2018 and beginning of 2019. They have 10 items and only ring up two.

Not all community outreach has ended. We have done some virtual meetings, outreach, etc. We will be having a virtual Safety Camp and in person youth activities with limited numbers of youth participating this summer. We are making great progress in the planning of a diversity outreach / recruitment effort next spring. This outreach effort is in partnership with the FBI / Department of Justice (DOJ) and the two of us are taking the lead in the organization of this event. Participants will not only include the DOJ and our Department but many other local, state, and federal law enforcement agencies, as well as private and public organizations. The event is called "Be the change you want to see…Pursue a career in Public Safety." The focus will be recruitment of more diversity in the Criminal Justice field and will not only be a career fair, but there will be several speakers and other activities. The event is April 10, 2020 at the University of Minnesota. This will be the second such event in the country.

The COVID-19 pandemic has caused several issues with moving forward with the Departmental Work Plan. However, progress has been made on the following:

- Additional data and information placed on website. Regular meetings and planning being done with the Social Media Committee.
- Several stories have been produced in conjunction with Town Square TV and West St. Paul Reader to promote activities within the Police Department.
- Body camera implementation completed with a community meeting via Facebook Live scheduled for next week.
- Informal discussions taking place reference web design/content. Issues exist with locating time availability.
- Review of Mission Statement taking place through our Policy Committee.
- Citizen Academy has been cancelled due to COVID.
- Every other week, communications are being sent out to the Department. Many times, this has occurred weekly. During the riots, looting, and emergency scheduling, daily updates were provided.
- All data requests being processed in a timely fashion.
- Initial IT meeting was conducted to address IT deficiencies in the Police Department.
- Rehab project in the Department is near completion.
- Had some discussion so far with Human Resources regarding training deficits and addressed them via line item additions in the 2021 budget request.
- Temporarily reconfigured Supervisory Staff to include an Administrative Sergeant position to enhance career development. Working with Human Resources to get this completed.
- Developed committees to provide employee feedback and involvement in the operations. This includes Social Media and Web Content, Community Events and Engagement, IT, Recruitment, Policy and, lastly, Facilities, Equipment and Maintenance.
- It has been suggested that recent nationwide rioting was influenced in part by economic and social impacts from the pandemic, in addition to the larger influencers associated with the unrest that was demonstrated.
- The Police Department has assisted South Metro Fire with COVID responses somewhat.
- Recruitment has ceased for the most part.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approval of the CARES ACT Expenditure Plan.

LEVANDER, GILLEN & MILLER, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
ANGELA M. LUTZ AMANN
KORINE L. LAND
DONALD L. HOEFT
BRIDGET McCAULEY NASON
PETER G. MIKHAIL
SCOTT M. LUCAS
TONA T. DOVE
AARON S. PRICE
DAVID L. SIENKO
CASSANDRA C. WOLFGRAM
CASSANDRA J. BAUSTISTA
AMANDA J. JOHNSON

MEMO

TO: **Kori Land, Peter Mikhail, Bridget McCauley Nason**
FROM: **Amanda Johnson**
DATE: **July 7, 2020**
RE: **CARES ACT**

Question: How can the CARES Act payments be spent?

Minnesota received $841 million in federal funds from the CARES Act that will be distributed to cities, counties, and townships for coronavirus-related expenses. Local governments may transfer Fund monies to other local units of government. The CARES Act imposes three conditions on payments local governmental units receive from the Coronavirus Relief Fund ("Fund"), requiring payments be used to cover expenses that:

1. Are necessary expenditures incurred due to the COVID-19 public health emergency;
2. Were not accounted for in the budget most recently approved as of March 27, 2020; and
3. Are incurred between March and December of 2020.

Necessary Expenditures

Per the latest Treasury guidance on June 30, 2020, the word "necessary" will be construed broadly, "the expenditure must be reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments," and payments must be used for actions taken to respond to the public health emergency.

This includes expenditures incurred to respond directly, as well as expenditures incurred to respond to second-order effects, such as providing economic support to the unemployed or business interruptions that were due to Covid-19 related closures. Funding cannot be used to close revenue gaps, however, the money may be expended on payroll expenses for public sector workers "whose services are substantially dedicated to mitigating or responding to" the COVID-19 crisis, including public safety, public health, health care, human services, and similar employees.

633 SOUTH CONCORD STREET • SUITE 400 • SOUTH SAINT PAUL, MINNESOTA 55075 • 651-451-1831 • FAX 651-450-7384
OFFICE ALSO LOCATED IN SPOONER, WISCONSIN

Unaccounted for Expense Incurred During Covered Period

An allowed expense is one that cannot be lawfully funded using a line item, allotment, or allocation within the government entity's most recently approved budget (as of March 27, 2020). Alternatively, an allowed expense is one that is for a substantially different use from any expected use of funds for a line item, allotment, or allocation.

The new guidance establishes that the "most recently approved" budget refers to the enacted budget for the relevant fiscal period, which would appear to mean that specific COVID-19 responses expressly budgeted for prior to March 27, 2020, in the event there were any, may not be eligible.

The expenses must have incurred during the covered period, meaning that performance or delivery must occur during covered period, but payment of funds does not (although it is generally expected to take place within 90 days of cost being incurred). Covered period for cities and towns is March 1, 2020 through December 30, 2020.

Examples of Eligible Uses Related to the Covid-19 Public Health Emergency

- **Medical expense**s**:** including cost of testing, treatment capacity, emergency medical response.
- **Public heath expenses:** PPE, disinfection of public areas, public safety measures, including cost of communication and enforcement of public health orders.
- **Payroll expenses, for public health and public safety employees:** limited to those whose work duties are substantially dedicated to mitigating or responding to the Covid-19 public health emergency, for public employees who could have been furloughed/laid off, but were repurposed to perform unbudgeted functions substantially dedicated to mitigating or responding to the Covid-19 public health emergency, increased workers' compensation cost due to Covid-19 public health emergency.
- **Public health measures that were done to enable compliance with Covid-19 public health precautions:** food delivery to vulnerable populations, expenses to facilitate distance learning, expenses to improve telework capabilities for public employees, paid sick and family/medical leave, care for homeless populations.
- **Economic support:** grants to small businesses to reimburse the costs of business interruption caused by required closures, short-term loans for public or private business entities, payroll support program, consumer grant program to prevent eviction, employment and training programs for employees who have been furloughed due to Covid-19, mortgage assistance programs, funeral or other emergency costs.

The Treasury has put out a Frequently Asked Questions guide in relation to the Coronavirus Relief Fund. This is included below for additional assistance:

Abdo, Eick & Meyers, LLP

Edina
5201 Eden Avenue, Suite 250
Edina, Minnesota 55436
Office: 952.835.9090

Mr. Ryan Schroeder
City Manager
City of West St. Paul
1616 Humboldt Avenue
West St. Paul, MN 55118

Re: Coronavirus Relief Fund Eligibility

July 22, 2020

Dear Mr. Schroeder,

Due to the amount of funding expected to be received by the City of West St. Paul (the City) under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) through the Coronavirus Relief Fund (CRF), we, the City's Auditors, are expected to be engaged to complete a Single Audit under the Uniform Guidance. CRF funding is subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. § 200.330 through § 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. One facet of the single audit will involve testing the eligibility of costs reimbursed with CRF funding.

To prepare for our upcoming Single Audit testing, We have reviewed the guidance set forth in section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act, the Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020 and the most recently updated Coronavirus Relief Fund Frequently Asked Questions supplement dated July 8, 2020. We have also reviewed other guidance distributed by the League of Minnesota Cities, the Minnesota Office of Management and Budget and other available resources.

In combination with our review of the above guidance, we have also had discussions with yourself and the City's Finance Director regarding our understanding of the guidelines, and how the guidance available to date will be applied to our Single Audit eligibility testing for costs reimbursed by CRF funding.

Based on our understanding of the guidance to-date, we have found the costs outlined in the attached City Memo to be considered eligible for reimbursement. If we become aware of any changes to the eligibility guidelines, we will communicate any updates with the City.

If you have any further items for discussion or additional questions, please contact us at your convenience.

Thank you,

Brad Falteysek
Governmental Services Partner

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ABDO EICK & MEYERS LLP
Certified Public Accountants & Consultants

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

From: **Ryan Schroeder, City Manager**

Date: **July 27, 2020**

Creation of a CARES ACT Small Business Grant Program

BACKGROUND INFORMATION:

Governor Walz announced on Thursday, June 25, that $841.4 million from the State's share of Federal CARES Act funds would be distributed to local governments that have eligible costs related to the COVID-19 pandemic. In order to qualify for funding, local governments must submit a certification form by September 15, 2020. The City of West St. Paul submitted the required certification on June 30, 2020. We anticipate that the $1,586,138 allocated toward West St. Paul will be received on or about July 31, 2020.

In summary, the City may allocate this revenue as follows:

1. Costs incurred due to the Public Health Emergency were not accounted for in the 2020 budget and were incurred between **March 1** and **November 15.**
2. Expenditures for actions taken to respond to the Public Health Emergency. This may include expenditures incurred directly, such as addressing medical or public health needs or to respond to second order effects such as providing economic support to those suffering from employment or business interruption due to COVID related ordered closures. Fund payments must be necessary in the judgement of government officials responsible for spending the funds.
3. The Act requires payments be used only to cover costs that were not accounted for in the budget. The cost must be for a substantially different use than expected.
4. Examples of eligible expense:
   - Emergency medical response related to COVID
   - Expenses for communication and enforcement of COVID orders
   - Expenses for PPE and sanitizing expense for Police Officers
   - Expenses for disinfection of public areas and facilities
   - Expenses for public safety measures in response to COVID
   - Quarantine expenses
   - Payroll expense for Public Safety employees whose services are substantially dedicated to mitigating or responding to the Public Health Emergency
   - Expenses to improve teleworking capabilities
   - Expenses of providing medical leaves due to COVID
   - Expenses related to provision of small business grants directly due to business closures
   - Any other reasonably necessary expenditure that meets the criterion 601(d) (expenditures are necessary, the cost is substantially different from expected use of funds or was not allocated

within the most current budget, and expenditures were incurred between March 1 and November 15)

5. Ineligible expenses include:
   - Anything covered by insurance
   - Payroll expense for those not substantially dedicated to mitigating or responding to COVID
   - Anything reimbursed by any other federal program
   - Workforce bonuses other than hazard pay or overtime
   - Reimbursement to donors
   - Severance pay

Any City that expends more than $750,000 of federal funds in its fiscal year is required to have a single audit. Such being the case, we have conferred with both the City Attorney and our audit firm to confirm our understanding of eligible expenditures under the Act.

Any funds from the allocation not incurred by the City by November 15, 2020 must be returned to the County.

Council will note that among eligible CARES ACT expenditures are Small Business Grants. The guidance received regarding small business grants is as follows:

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The City Council has been proactive in addressing Pandemic response. On March 20, 2020, the City Council affirmed the March 17 Mayoral action of declaring a pandemic State of Emergency. This declaration has continued in effect since. On May 26, the City Council adopted a resolution granting temporary waivers from City Code to promote businesses activities in response to State mandated business closures. On June 22, the Council granted consensus direction to Staff to bring a business grant program for municipally licensed businesses suffering from pandemic related closures. Three days after this direction, the Governor allocated CARES funding toward local governments. Proposed is that Council adopt a Business Grant Program that qualifies for CARES ACT funding.

It should be noted that the program proposed herein is not the first such program from which West St. Paul businesses have or could receive funding, as there have been various Federal and State programs related, at least in part, to the pandemic. Recently, the Small Business Administration released data that includes a significant list of West St. Paul area businesses having received convertible loans from the Payroll Protection Program. Also, the Minnesota Department of Employment and Economic Development (DEED) had a $60 million pool for business grants with applications which closed on July 2, with awards by late July and public notification of who received grant awards by the end of August. The Dakota County Community Development Authority (CDA) is also providing a countywide program with $10 million in allocations. Both of these latter two programs are lottery style programs. It is

intended that the West St. Paul program essentially provides an improved level of certainty that impacted businesses would not fall through gaps created by such a lottery approach. Hence, this program is proposed to first fund bars and restaurants for out-of-pocket pandemic costs, after which all other eligible businesses would be funded only to the extent that funding was not received or was insufficiently received through other funding sources.

Enclosed is the proposed Small Business Grant Program. The primary components of the program are:

1. Business Eligibility: We have proposed a tiered eligibility such that restaurants and bars are most likely to qualify for funding. Beyond that, smaller businesses and non-profits would qualify ahead of larger operations. However, as noted above, we would evaluate unmet need in comparison to all other grant applicants. Unmet need considers both pandemic related expenditures and federal, state, and county grants received.
2. Grant amounts: We have proposed a grant maximum of $10,000 which is consistent with the DEED and CDA programs. We are proposing a total allocation of $150,000 which is approximately 10% of the CARES allocation. This is the same threshold the City of Lakeville (the only other Dakota County City proposing a CARES Business Grant outside of the CDA currently) has proceeded under.
3. Expenditure Activity: Only expenditures meeting the qualifications of the CARES ACT are eligible. In general, however, expenditures appear to be limited to those costs of business interruption caused by "required" closures. Under the DEED grant guidelines it is interpreted that if the business was restricted by executive orders to operating at 50% or less of normal capacity or if the business experienced 10% revenue loss year-over-year between March 1 and May 31, 2019 vs. 2020 the business is grant eligible. DEED excludes non-profits and home-based businesses but for in-home daycare businesses. The enclosed includes non-profits in all but the first tier and excludes all home-based businesses.
4. Given that the City is at risk of a subsequent audit determining grants were spent on ineligible expenditures, it is required that sub-grantees certify that, if West St. Paul is required to pay back a portion of grant funds, the sub-grantee is responsible to provide for that payment. The language within the guidance we have received is fairly broad but also is subject to differing interpretations.
5. The deadline for receipt of grant requests is September 4. Grant awards would be brought to the City Council for approval on September 14.

FISCAL IMPACT:

$150,000 from CARES ACT

STAFF RECOMMENDATION:

Approval of the CARES ACT Business Grant.

CITY OF
WEST ST. PAUL

PANDEMIC RESPONSE SMALL BUSINESS GRANT PROGRAM

HELPING WEST ST. PAUL SMALL BUSINESSES WEATHER THE COVID-19 PANDEMIC

CARES ACT

The City of West St. Paul has received an allocation of CARES Act Funding. CARES stands for the Coronavirus Aid, Relief and Economic Security Act. The CARES Act provides that Cities may allocate a portion of this funding toward Small Business Grants toward eligible expenditures. Guidance the City of West St. Paul has received regarding eligible expenditures and grant requirements follows.

ELIGIBLE EXPENDITURES

Governments have discretion to determine what payments are necessary. This program is tailored to assist small businesses with the costs associated with required closures. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The purpose of this program is to help small businesses cover costs incurred during required closures as well as costs that are necessary to ensuring the safety of employees and customers due to the COVID-19 pandemic.

Minnesota Department of Management and Budget requires expenditures satisfy the following three elements to receive CARES Act funds.

1 Necessary Expenditures

Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID 19).

"NECESSARY": Expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

"DUE TO": Expenditures must be used for actions taken to respond to the public health emergency; including expenditures incurred to respond directly to the emergency, as well as expenditures incurred to respond to second order effects, such as by providing economic support to those suffering from employment or business interruptions due to COVID 19 related business closures.

2 Unaccounted for Expenses

Costs not accounted for in the budget most recently approved as of March 27, 2020

"NOT ACCOUNTED FOR": (a) the COST CANNOT LAWFULLY BE FUNDED using a line item, allotment, or allocation within that budget; or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

"MOST RECENTLY APPROVED" budget: the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID 19 public health emergency.

3 Incurred During Covered Period

"INCURRED": Performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred.)

"COVERED PERIOD" for cities and townships: March 1, 2020 November 15, 2020.

GRANT CRITERION

1. Eligibility Tiers

To qualify for the WSP Pandemic Response Small Business Grant Program there are the following Priority Tiers for businesses with a physical location within the borders of WSP outside of a residential location (home occupations excluded).

TIER 1	TIER 2	TIER 3	TIER 4	TIER 5
Restaurants & Bars of any size with four or fewer business locations under the same ownership	Any retail, office, industrial or not for profit 501 (c)(3) business below $1 million in 2019 annual revenue and fewer than 20 FTE employees as of March 1, 2020	Any retail, office, industrial or not for profit 501 (c)(3) business below $2 million in 2019 annual revenue and fewer than 30 FTE employees as of March 1, 2020	Any retail, office, industrial or not for profit 501 (c)(3) business below $3 million in 2019 annual revenue and fewer than 40 FTE employees as of March 1, 2020	Any retail, office, industrial or not for profit 501 (c)(3) business below $10 million in 2019 annual revenue and fewer than 50 FTE employees as of March 1, 2020
	A ↓ B	A ↓ B	A ↓ B	A ↓ B

Tiers 2-5 are broken down into sub-tiers A & B. Sub-tier A indicates the business has not received Dakota County Small Business Relief Program funds. Sub-tier B indicates the business has received Dakota County Small Business Relief Program funds.

2. Eligible Grant Expenditures

Subject to Federal, State Guidance to the contrary:

A. Pandemic Related expenses that have been or will be reimbursed by any program of the Federal, State, or County government or any expense reimbursed by an insurance company or any other third party granter are not eligible

B. Upon the above, other costs directly related to pandemic related business closures and reopening activities would be considered eligible subject to contrary guidance from the Federal, State, or County government.

i. Costs which may be considered eligible are costs of "mothballing" the business location during the pandemic related closure to include utility, licensing, or similar costs incurred during the period that the business was not in operation. Periods of partial operation would be considered eligible for this line item if the partial operation was ordered by the Governor.

ii. Costs to retrofit the business to improve pandemic safety measures such as structural changes and safety barriers such as plexiglass barriers would be considered an eligible expense.

iii. Improvements to the building or land to respond to Government orders for distancing in order to provide for partial opening of the business would be considered an eligible expense.

iv. Minimum grant request is $1,000

v. Maximum initial grant request is $10,000; should receipt of grant applications by the City be below funding allocations the City reserves the right to increase grant maximum's. Likewise, should receipt of grant applications exceed funding allocations the City reserves the right to prorate requested funds. The City recommends application for funding beyond the current grant maximum, to the extent the business can demonstrate financial hardship resulting from the COVID pandemic in the case that said maximum may letter be increased.

C. The business requesting grant funds must certify that the grant is to be used for expenditures that

i. Are necessary and due to the public health emergency

ii. Are unaccounted for expenditures and not previously budgeted expenditures, and

iii. Have been incurred or will be incurred between March 1 and November 15, 2020

3. Process: To apply for grant funds the applicant must:

A. Include data to support which tier the applicant is applying under (Tiers A, B, C, D, or E from above)

B. Include proposal for expenditures for reimbursement that have occurred since March 1, 2020 or will occur prior to November 15, 2020. Support for the expenditure such as receipts, evidence of bill payment, and bid documentation are required.

C. Applicant must certify that any grant funds applied for under this program have not been reimbursed and will not be reimbursed under any other Federal, State, County, Insurance, or other third party funder.

D. Application Deadline: September 4, 2020 at 4PM

E. Amendments: City may allow for amendments of the request or granted amounts should such be deemed necessary except that amendments will not be permitted after October 31, 2020

F. Completion of Transmittal Cover Sheet (add as many attachments as necessary to support the request; receipts, bills, paid invoices, construction drawings, tax returns or bank statements)

CITY OF WEST ST. PAUL SMALL BUSINESS PANDEMIC RESPONSE GRANT APPLICATION

Both blue pages must be completed in full and submitted with each grant application. (Transmittal Page 1 of 2)

Submit applications to:
City of West St. Paul Finance Department
1616 Humboldt Avenue
West St. Paul, MN 55118

1. Grant Request Information

A. Qualifying Grant Tier (Tier descriptions are located on page 4 of this packet)
Check only one box.

TIER 1	TIER 2		TIER 3		TIER 4		TIER 5	
	A	B	A	B	A	B	A	B
☐	☐	☐	☐	☐	☐	☐	☐	☐

B. Description of Business

_____

_____

_____

C. 2019 Total Revenue at WSP Location(s)
$_____

D. Number of Full Time Employees at WSP Location(s) as of 3/1/2020 _____

E. Amount of Grant Request
$_____

NOTE: All grant requests must come with an attached detail of request and how request meets CARES Act funding requirements.

CITY OF WEST ST. PAUL SMALL BUSINESS PANDEMIC RESPONSE GRANT APPLICATION

All blue pages must be completed in full and submitted with each grant application. (Transmittal Page 2 of 2)

2. Applicant Information

Property Address _____
_____
Name of Business _____
Applicant Name _____
Owner of Property _____
Owner of Business _____

Contact information of applicant
Job Title _____
Phone number _____
Email _____
Mailing address _____
_____

3. Applicant Certifications

Certification by applicant that request is believed to be Federal CARES ACT compliant:

Applicant Signature _____ Date:_____

Certification by applicant that no part of this request has been funded or will be funded by any other Federal, State, County, other 3rd party granter or insurance company:

Applicant Signature _____ Date _____

Certification of understanding that any portion of a funded grant found out of compliance with Federal or State Law will be reimbursed within 45 days of invoice received by the City or other governmental agency:

Applicant Signature _____ Date _____

Notary Signature _____ Date:_____

NOTARY STAMP

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Melissa Sonnek, City Planner**

Date: **July 27, 2020**

Rental Licensing

BACKGROUND INFORMATION:

2020 rental license(s) – 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 applications, inspection reports, rental density, and code compliance requirements.

The background investigations, inspection reports, and code compliance reviews on the properties listed below did not identify any incidents that would result in a denial of the rental license.

APPLICATION(S) FOR APPROVAL:

180 Carol Lane (Single Family – Renewal)

FISCAL IMPACT:

		Amount
Fund:	**101**	
Department:	**30000**	
Account:	**32170**	**$ 35**

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: **July 27, 2020**

Fuel Tank Repairs

BACKGROUND INFORMATION:

The underground gas tanks at the Public Works facility have spill containment baskets at the dispensers and the tank fill points. These baskets prevent fuel from seeping into the ground should a leak occur. Starting in October 2020, the State will be inspecting tanks for leaks and cracks on a three-year cycle. If a fuel system is found to be non-compliant, fines and immediate corrections to the system are required. In preparation for the State's inspection, our system was checked independently and found to have cracks in the baskets and pipe boots.

Quotes have been obtained from Zahl Petroleum Maintenance Company and O'Day Equipment LLC to make the fuel tank repairs prior to the State's inspection.

FISCAL IMPACT:

O'Day Equipment LLC provided a lower quote in the amount of $19,126.36. Funding for this unanticipated work will come from the sale of two Public Works trade-in vehicles scheduled for this fall.

STAFF RECOMMENDATION:

Staff recommends that City Council award a contract to O'Day Equipment, LLC in the amount of $19,126.36 to make repairs to the City's fuel tank system.

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Dan Nowicki, Marketing and Communications Manager**

Date: **July 27, 2020**

Social Media Policy

BACKGROUND INFORMATION:

Staff presented the SOCIAL MEDIA POLICY to the City Council at the July 13th, 2020 Open Council Work Session. Staff answered multiple questions from the City Council and the City Attorney gave recommendations to elected officials during discussions.

See attachment for the City of West St. Paul Social Media Policy language.

FISCAL IMPACT:

		Amount
Fund:		**NONE**
Department:		
Account:		

STAFF RECOMMENDATION:

Approve Policy

CITY OF WEST ST. PAUL

1616 Humboldt Avenue
West St. Paul, MN 55118

651-552-4100
www.wspmn.gov

City of West St. Paul, Minnesota
Social Media Policy

Purpose

Social media in government serves two primary functions: to communicate and deliver messages directly to citizens and to encourage citizen involvement, interaction and feedback. This policy seeks to ensure the proper use of the City of West St. Paul's social media sites by its representatives.

The City of West St. Paul aims to maintain a positive and informative social media presence. City employees and agents have the responsibility to use the City's social media resources in an efficient, effective, ethical and lawful manner pursuant to all existing City and departmental policies. This policy also provides guidelines and standards for City employees and agents regarding the use of social media for communication with the public, the media, businesses and organizations.

Definition

Social media are internet and mobile-based applications, websites and functions, other than email, for sharing, distributing and discussing information, where users can post photos, videos, comments or links to other information to create content on any topic.

As used in this policy "social media" includes, but is not limited to:

- Social networking sites and mobile applications such as Facebook, LinkedIn, Twitter, Nextdoor, etc.
- Blogs, Vlogs
- News and aggregate sites such as Reddit and Buzzfeed
- Video and photo sharing sites such as YouTube, Instagram, Snapchat, Imgur and TikTok
- Wikis, or shared encyclopedias such as Wikipedia
- An ever emerging list of new web-based platforms generally regarded as social media or having many of the same functions as those listed above

As used in this policy, "employees and agents" includes all City representatives, including

- Employees; including full-time, part-time, seasonal and temporary employees, volunteers and interns
- Independent contractors
- Elected or appointed officials
- Appointed or elected board or commission members

As used in this policy, "social media manager" includes any employee or agent with administrative access to any of the City's social media accounts.

As used in this policy, the terms "the City" and "City" refer to the City of West St. Paul.

Policy

The City of West St. Paul will determine, at its discretion, how its social media accounts and pages are designed, implemented and managed as part of its overall communication and information sharing strategy.

City of West St. Paul social media accounts are considered a City asset and administrator access to these accounts must be securely administered in accordance with the City's Computer Use Policy. The City reserves the right to modify, deactivate or shut down any of its social media sites or accounts at any time, for any reason, without notice.

Scope

This policy applies to any existing or proposed social media websites sponsored, established, registered, or authorized by the City of West St. Paul. The City's social media accounts are exclusively the following:

1. City of West St. Paul Facebook account at facebook.com/cityofwsp.
2. City of West St. Paul Twitter account at twitter.com/WestStPaul.
3. West St. Paul Police Department Facebook account at facebook.com/WestStPaulPD.
4. West St. Paul Police Department Twitter account at twitter.com/WestStPaulPD.
5. City of West St. Paul Vimeo account at vimeo.com/weststpaul

The City does not create, collect, disseminate, or regulate use of any other social media accounts, including the personal accounts of its elected officials and staff. Questions regarding the scope of this policy should be directed to the Marketing and Communications Manager.

Rules of Use

City social media managers are responsible for managing and maintaining social media accounts or websites.

Employees, facilities or departments wishing to establish a new social media presence must, with the approval of their Department Head, submit a written request to, and receive written approval from, the Marketing and Communications Manager prior to establishing any new social media presence. All approved sites will be clearly marked as belonging to the City of West St. Paul and will contain a link to the official City website (www.wspmn.gov). No one may establish social media accounts, applications or websites on behalf of the City unless authorized in accordance with this policy.

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All City social media accounts must conspicuously display or link to a public notice that informs the public of the purpose of the social media presence and the terms one agrees to in accessing, using, or posting to the City's social media page. [Insert link to notice]

However, the West St. Paul Police Department (WSPPD) may create and maintain Social Media profiles for investigative purposes without having to obtain approval from the Marketing and Communications Manager, but must have approval from the Administrative Lieutenant. Under those circumstances, the WSPPD must maintain a list of usernames and passwords for all social media accounts and profiles with unique usernames and passwords or otherwise be responsible for the usernames and passwords for the sites. The WSPPD must ensure appropriate records access for data requests, subpoenas, and court orders. The WSPPD must ensure records retention of the data on the sites; and the WSPPD must ensure continuity in the sites when there is a change of administrator.

To ensure accurate records keeping and a consistent message, departments or employees wishing to add or remove social media manager(s) to any of the City's social media accounts must receive written approval from the Marketing and Communications Manager. All employees acting as social media managers will do so with permission from their department head.

Administration of all social media must comply with applicable laws, regulations, and policies.

City social media accounts covered by this policy are City assets and must not be used by social media managers for private or personal purposes.

No City social media shall be used by the City or any employee or agent to disclose information classified by the Minnesota Government Data Practices Act as confidential, private, nonpublic, or protected nonpublic. If there is any question as to whether information is classified by the Minnesota Government Data Practices Act, contact the Human Resource Director or City Clerk.

Outside of situations of disaster, no City social media account will be used for transactions of city business. In the event a user initiates a request, application, or question through social media that affects city business or requires another city policy or process to be followed, follow up with that user by phone, email, or other channels. If comments are allowed, in the event of a question of general interest, a response may be given in comments or a subsequent post may be created to include the information.

Be aware that content will reflect not only on the writer but also on the City of West St. Paul as a whole, including elected officials and other City employees and agents. Make sure information is accurate and free of grammatical errors.

All City social media managers shall:

- Adhere to all City personnel and computer use policies
- Use only appropriate language
- Not provide private, confidential, or classified information, including names, or using such material as part of any content added to a site

DRAFT

- Not provide information related to pending decisions that would compromise negotiations
- Be aware that all content added to a site is subject to open records/right to know laws and discovery in legal cases
- Always keep in mind the appropriateness of content
- Comply with all existing policies established by the City

If and when the City's social media invites comments from the public, the City intends to create a limited public forum for discussion of matters related to City government and services. Comments, posts or media posted by members of the public will not be edited; however, they may be removed or denied. The following are examples of content that may be denied, hidden or removed by City social media managers before or after being published:

- Obscene or pornographic content
- Direct threats to persons or property
- Material asserted to violate the intellectual property of another person
- Material unrelated to City government or services
- Private, personal information about a person published without his/her consent
- Information that compromises a public safety security system
- Statutorily private, confidential, or nonpublic data
- Commercial promotions or spam
- Hyperlinks to material that falls into one of the foregoing categories

Where moderation of comments prior to posting is an available option, comments from the public may be moderated and approved or denied by the City based on the above criteria. Where moderation prior to posting is not an option or not used, sites will be regularly monitored and reviewed by City social media managers.

Before deleting any content that falls into one of the foregoing categories, the deleting social media manager will take a screenshot of the relevant content and email it to the Marketing and Communications Manager. Please contact the Marketing and Communications Manager with questions regarding this process.

A member of the public whose comment is removed may appeal the removal of the comment and seek reconsideration of its removal by contacting the City in writing and explaining how the comment does not fall into one of the categories for removal. A written response should be provided as soon as reasonably possible.

A member of the public who disputes the legality of any portion of this policy may dispute the particular portion in writing. The City should acknowledge the claim promptly and, upon consultation of the City Attorney, respond to the claim concerning legality of the policy portion as soon as reasonably possible under the circumstances.

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Data Ownership and Retention

All communications or messages within social media accounts covered by this policy composed, sent, or received on City or personal equipment are the property of the City and will be subject to the Minnesota Government Data Practices Act. This law classifies certain information as available to the public upon request.

Policy Violations

Violations of this policy may subject the employee or agent to coaching or disciplinary action up to and including discharge from employment.

Private Accounts

This policy does not apply to personal social media accounts of the City's elected officials or employees. The City is not responsible for monitoring or regulating private accounts. Elected officials and employees should be mindful, however, that it is possible a private account might be deemed a public forum for First Amendment activity if the account is used as a platform to discuss matters of public interest related to City government or services.

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CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Jim Hartshorn, Community/Economic Development Director**

Date: **July 27, 2020**

Housing Plan Approval

BACKGROUND INFORMATION:

As directed at the July 13, 2020 Open Council Work Session, Staff has prepared the attached resolution to formally accept the West St. Paul Housing Plan 2019. By accepting the plan, the City is not bound to implement any of the recommendations in the plan. The plan will simply act as a resource providing guidance for future redevelopment projects and policy decisions.

FISCAL IMPACT:

		Amount
Fund:		**N/A**
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the attached resolution formally accepting the West St. Paul Housing Plan 2019.

ATTACHMENTS:

1. Resolution Approving Housing Plan 2019
2. Recommended Housing Plan

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION APPROVING THE WEST ST. PAUL HOUSING PLAN 2019

WHEREAS, the West St. Paul City Council initially reviewed the West St. Paul Housing Plan 2019 (the "Plan") during an Open Council Work Session on May 13, 2019.

WHEREAS, after Council held a brief discussion with Staff it was recommended that the plan be sent to the Planning Commission for review.

WHEREAS, the Plan has since been updated to reflect the changes recommended by the Planning Commission; and

WHEREAS, on July 13, 2020, the West St. Paul City Council reviewed the final Plan and recommended that it be placed on an upcoming Council agenda for acceptance.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts the West St. Paul Housing Plan 2019.

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

City of West St. Paul, Minnesota

Housing Plan

2019

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Executive Summary

West St. Paul can be characterized as an older, first-ring suburb, and a working class community with modestly priced housing options for both renters and owners alike. West St. Paul has been considered a "developed community" since 2005 (Dakota County), this means there is very little vacant land available for new construction. With over 9,000 residential properties within the five square miles of West St. Paul, City Officials, Staff, and residents all must be conscious of these items when considering reinvestment and redevelopment as the community continues to grow. The Metropolitan Council's growth numbers for West St. Paul project an expected population increase to over 23,000 residents by the year 2040.

This plan outlines several successful initiatives presently being utilized by the City and its residents. As a supplement to the existing programs offered through West St. Paul and Dakota County, this Housing Plan is to be used as a strategic, planning, and educational document with recommendations, goals, and available funding sources to be used to inform and guide both current and future decisions. Throughout this document, there are assessments of the physical and monetary characteristics of the West St. Paul housing stock, along with demographic information of the community; these features and demonstrated trends set a tone and establish a landscape of what some of the more critical areas of housing are, along with the presently thriving areas.

Identified throughout multiple areas of the plan are goals and recommendations supplemented by funding and partnership opportunities to work toward achieving those goals. The plan identifies several different goal areas, such as: housing growth, the future of affordable housing, Quality Housing Program initiatives to help preserve the existing housing stock such as rental licensing and code enforcement, redevelopment and re-investment with the community, life-cycle housing, and establishing a welcoming community for both new and existing residents.

West St. Paul's housing community is largely considered to be naturally affordable, partially due to the aging housing stock, with more than half of the housing units being built prior to 1970. While the housing structures are presently in good condition and are relatively affordable, still a large percentage of homeowners are cost-burdened by their existing housing situation by paying more than 30 percent of their income, this limits the funding available for reinvestment or rehabilitation. Despite these distressing financial numbers, the residents of West St. Paul have established a clear interest and intent in reinvesting and renovating their homes, with more than 5,000 residential alteration permits issued between 2010 and 2018. As these trends continue, this plan is intended to be a source of information, a tool to help educate, and a guiding resource to City Officials, Staff, and residents alike.

Introduction

Housing is a strong contributor not only to the overall regional plans for West St. Paul, but also to the quality of life of the residents. In the Comprehensive Plan, housing is highlighted to play an important part in the community plan to identify areas for reinvestment and how to best guide the future growth of the City. In order to predict and plan for the future, it is important to understand the historical and current trends and changes in housing and household composition.

The following plan outlines and identifies programs currently offered by Federal, State, County, and local initiatives as well as to opportunities to be utilized by city staff, elected officials and boards, and residents of West St. Paul.

This plan seeks to:

- Address key housing issues throughout the city,
- Explore and recommend actions and/or alternatives for residential reinvestment, and
- Identify goals and objectives to establish a clear vision of quality that is suitable and affordable to all ages and generations.

The efforts of creating this plan serve to initiate and provide housing strategies, best practices, and recommendations that will further advance local initiatives and catalyze conversations and partnerships to better identify and unify City Council's role and city staff responsibilities.

Goals

The following goals have been established through many different housing efforts; including Comprehensive Plans, Quality Housing Program, and the 2014-2015 Housing Survey.

- To develop and maintain quality housing in residential neighborhoods to meet the needs of current and future residents;
- To promote and preserve a community of excellence through ethical, responsive, efficient, and innovative provision of services;
- To provide safe and adequate housing for all people, regardless of age, income, or ethnic background;
- To provide a variety of housing alternatives for the residents of West St. Paul;
- Work to preserve naturally-occurring affordable housing within all affordability ranges while still maintaining the overall safety and livability of the City's housing stock;
- To support attractive, stable neighborhoods through strong code enforcement, rental licensing program, rehabilitation incentives, and public services and facilities;
- To redevelop the housing supply to meet diverse needs while maintaining the integrity and quality character of existing neighborhoods;
- To support housing maintenance assistance programs, particularly for lower-income households.

History

West St. Paul's housing stock was first addressed in the Comprehensive Plan that was prepared in 1963, this plan envisioned small, local commercial development along Robert Street surrounded by multifamily housing as a buffer between the different density uses of commercial and single family residential. The southwest portion of the city was planned to be large lots for single-family homes to account for environmental concerns such as the preservation of water resources and green space. During the years following the adoption of the Comprehensive Plan, extensive commercialization of Robert Street took place, which then led to a decreased interest in multifamily development along the corridor. This stirred the development of walk up rental apartments in other areas and relatively little, large lot development in the southwest portion of the City during the 1960's and early 1970's.

After further study and examination, the City recognized that 39 percent of the City's housing stock consisted of multifamily housing, causing concern due to the large concentration of apartment development in two areas of the City. The City therefore down-zoned some high-density residential areas, and took interest in residential rehabilitation efforts to help maintain a more stable population and overall density throughout the city.

The goal of this housing action plan is to complement the decisions made in the past to better execute and reinforce the City's and the Economic Development Authority's current and future efforts, and to educate residents about funding opportunities and resources available for residential reinvestment. The goal of West St. Paul is to promote and preserve a community of excellence by ethical, efficient, and innovative provision of services. During the past 10 years, West St. Paul has undergone many efforts to preserve and expand the quality and diversity of the existing housing stock.

Community Character

Demographics

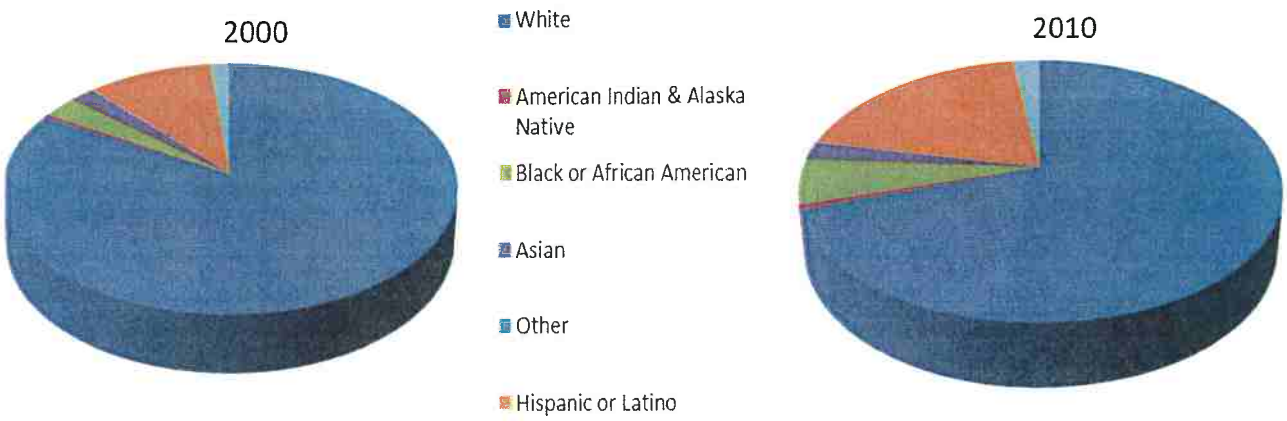
Race and Ethnicity

Growth traditionally brings diversity; West St. Paul is becoming more diverse; as can be seen most evidently in the increase in the Hispanic or Latino community and the decrease in the White community (see Figure 1-1). The percent of white residents was 93.28 in 1990, and dropped to 69.9 percent in 2010 (a decrease of 23.38%). The big increases were from Black or African American alone and Hispanic or Latino, 0.63 to 5.62 percent (an increase of 4.99%) and 4.56 to 19.46 percent (an increase of 14.90%), respectively.

As the City's demographics continue to change and transition, the City will need to work to accommodate a wider variety of different lifestyles, age groups, and housing types; including mixed-use, workforce units, higher-end amenities, and transitional housing, while still maintaining the essential character of existing neighborhoods.

Figure 1-1 - Population Race and Ethnicity 2000, 2010

Source: 2010, 2014 Met Council



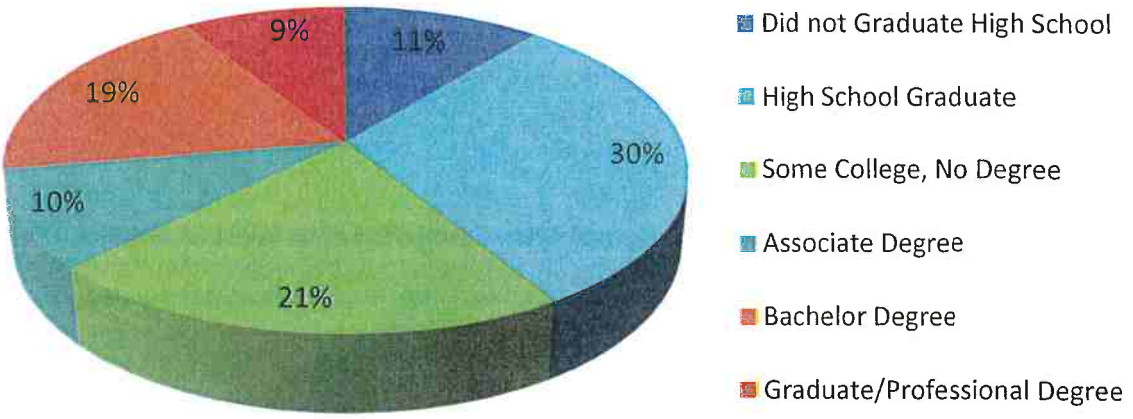
Educational Background

According to the 2010-2016 American Community Survey, in 2016 one quarter of the population in West St. Paul had graduated high school. Approximately one third of the population either had attended some college, but did not earn a degree or graduated college with an Associate's Degree; while just under one third of the population has earned either a Bachelor or Graduate/Professional Degree. These numbers can be seen below in figure 1-2.

Between 2000 and 2010 there was a large push to attend college, as there was a need for more highly educated professionals at that time. This trend is reflected in the table below, especially when

compared to the educational status of residents in 1990. In 1990, less than 20 percent of the population earned either a Bachelor or Graduate/Professional Degree

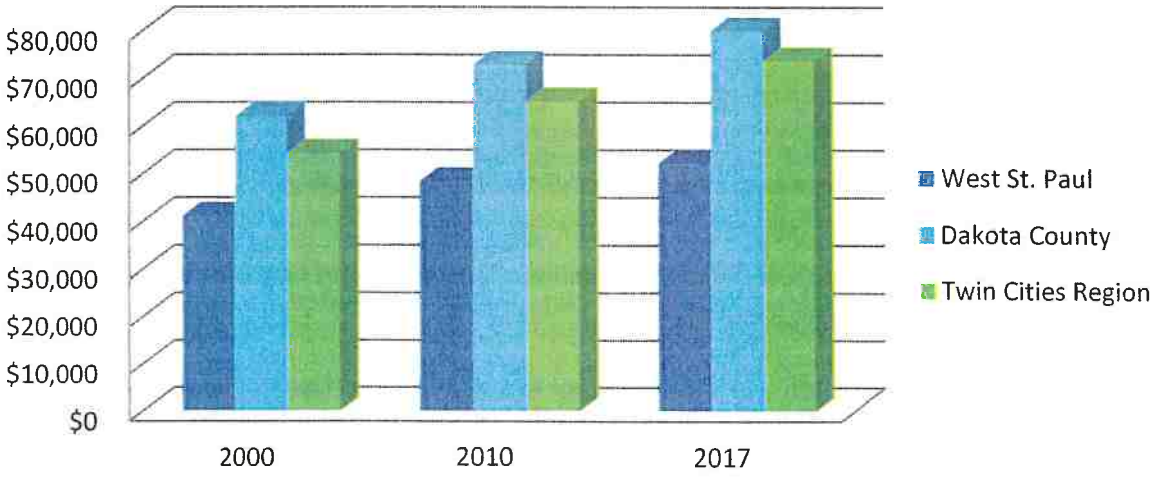
Figure 1-2 - Highest Education Level
Source: 2010-2016 Decennial Census & American Community Survey



Community Wealth

Overall, West St. Paul's annual wages have slightly increased since 2010, where the median income was $48,400. The current median income is $52,100, which is still significantly less than the median household income for Dakota County $80,000. West St. Paul has the lowest median household income out all of the cities in Dakota County, and is lower than the median for the Twin Cities metro region.

Figure 1-3 - Median Household Income 2000-2017
Source: 2018 Metropolitan Council Community Profile

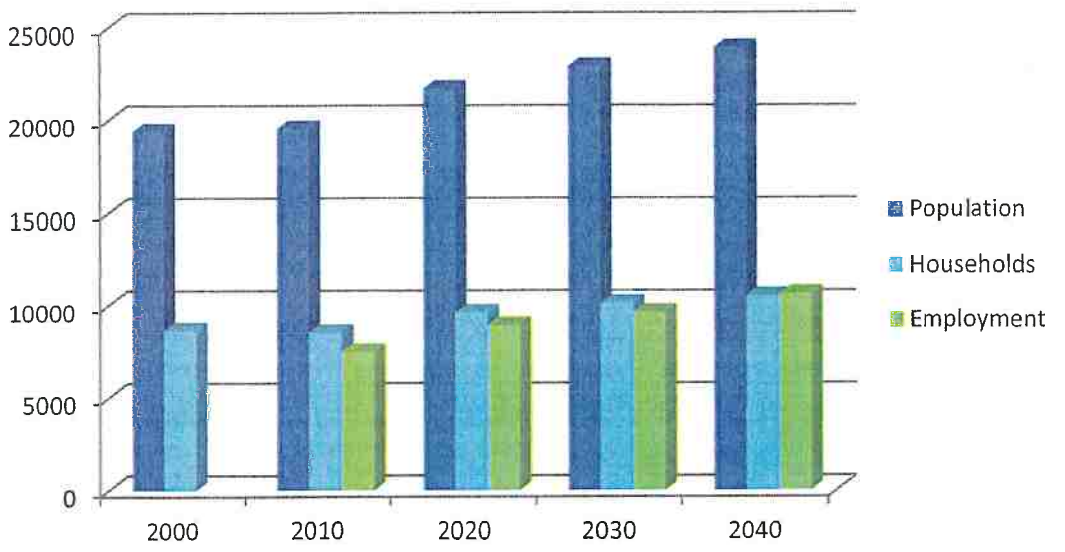


Community Growth

West St. Paul is expected to grow to 23,100 residents by 2040 (these numbers can be seen below in Figure 1-4), with the number of households and opportunities for employment remaining relatively stable. This offers the opportunity for new residents that choose to live in West St. Paul, but may potentially work in another community. In order to do this, an attractive housing stock is a vital necessity. With the current stock continuing to age, West St. Paul is being presented with a choice. The choice to either continue with the current housing stock as it is, or choose to re-invest and redevelop its assets.

Figure 1-4 - Forecasts of Population, Households, Employment of West St. Paul, 2000-2040

Source: Metropolitan Council, Twin City Forecast to 2040



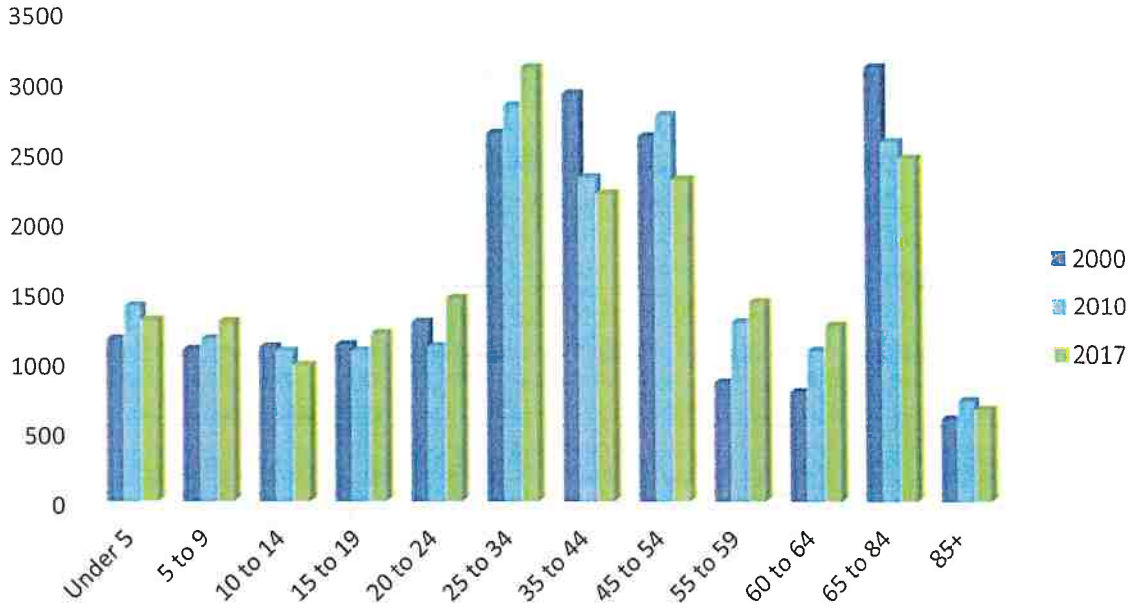
Aging Demographic

The median age of West St. Paul residents between 2000 and 2010 had only slightly changed, increasing from 39.3 in 2000 to 39.7 in 2010. However, conversely, the composition of age cohorts has changed significantly. Large increases are in the 55 to 64 ages as well as 85 and older years, while a decrease appears among ages from 10 to 24 (see Figure 1-5). It is anticipated that West St. Paul will continue to increase in senior residents in the future. Therefore, **the City needs to plan how the community can accommodate senior housing.**

According to the 2013 Dakota County Housing Needs Assessment, Dakota County, as a whole, is expected to see major shifts in housing preferences by 2030 as a larger portion of the population moves into their senior years (65+). Seniors seeking a variety of housing options ranging from condominiums to assisted living will account for a larger share of demand for new multifamily housing.

Figure 1-5 - West St. Paul Resident Ages 2000, 2010, and 2017

Source: US Census 2000, 2010, 2017



Population Growth

Following World War II, the construction of the modern highway network surrounding Minneapolis and Saint Paul revolutionized transportation accessibility. With the heavy incentives for the use of the automobile, the new highway system allowed growth in areas much further from the city core than ever before, and therefore opened up a supply of new land available for development. Historically, the region has urbanized footprint expanded as far as new transportation accessibility allowed. In more recent decades— from 1980 to 2010—the majority of the region's new household growth occurred in Suburban or Suburban Edge communities.

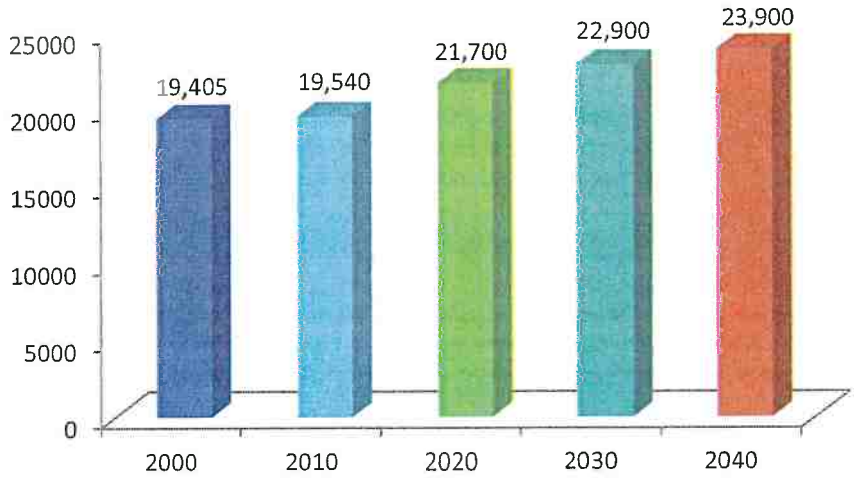
West St. Paul's central location and close proximity to the Minneapolis/St. Paul urban core continues to offer multiple incentives to new and existing residents. This includes benefits such as close proximity to the urban core's retail and other services, employment opportunities, more established roadways as well as multiple forms of transportation.

As West St Paul is defined as a Developed Community, population has remained relatively stable with slow growth since the 1970s. West St Paul will grow its population steadily by 2040, and is expected to gain 4,360 in population and 1,971 new households from 2010 to 2040 (see Figure 1-6). Population is expected to grow to 23,100 by the year 2040, according to the 2014 Metropolitan Council Population Forecasts; this averages to a population increase of just over 1,123 people and a one percent total increase over the next 20 years. Population growth is slow due the majority of West St. Paul being already built out, meaning there are little to no more buildable lots or areas.

As can be seen in figure 1-5 above, the largest portion of the population is between the ages of 25 and 54, with the median age being roughly 37. As this population ages, older adults are likely to want smaller, maintenance-free housing options that offers access to services and amenities near areas they know best—primarily, the developed core or downtown of the city. Areas immediately surrounding Robert Street have historically served as an area or destination of interest.

Figure 1-6 - West St. Paul Population Growth 2000-2040

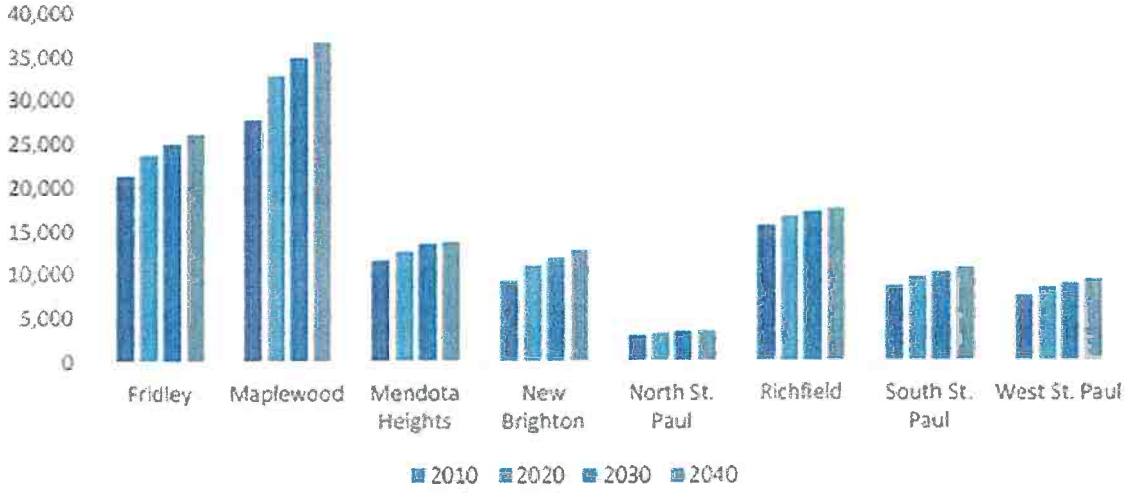
Source: 2014 Metropolitan Council



Local Economy

According to ESRI's 2018 business analyst, West St. Paul is home to 756 businesses and 10,580 employees, offering a diverse business mix. The main business industries in West St. Paul are retail trade (16.8%), other services, excluding public administration (14.2%), and health care and social assistance (9.4%), respectively. These three industries alone account for 40 percent of the businesses in West St. Paul. The percentage of employment in these industries is slightly higher than the Minnesota state average.

Projected Job Growth for West St. Paul and comparison cities



Future job growth is expected to occur in health care support (18 percent increase), personal care and service (14 percent increase), healthcare practitioners and technical occupations (12 percent increase) according to Met Council's projected job growth, will allow for an opportunity for West St. Paul to capture some additional living wage positions within the community. Figure #, demonstrates the annual wages in West St. Paul compared to Dakota County and the Twin Cities Metro Region.

Through 2040 West St. Paul is expected to lag behind most comparable first ring suburbs in terms of job growth. Other communities such as Fridley and Maplewood will see significant job growth, see the graph above.

Housing Profile

Housing Characteristics

West St. Paul is defined as an older, first-ring, working-class community with modest-priced owner occupied and rental housing options. Dakota County defined three submarkets in 2005: developed communities, growth communities, and rural areas. Developed communities are defined as an area with limited new housing and little land available for development. West St. Paul is placed into the category of developed communities, along with Mendota Heights, Eagan, Sunfish Lake, South St. Paul, Inver Grove Heights, and Burnsville.

West St. Paul has 9,174 total housing units spanning across just over 3,000 acres (5 sq. mi.) according to the 2015 Metropolitan Council Community Profile. The residential land use, including multi-family residential, makes up 1,894 acres out of the total 3,202 acres, which accounts for approximately 60 percent of the total land in West St. Paul. Fifty-one percent of the housing stock is considered to be single family detached and contains no manufactured homes or other forms of housing such as mobile homes and RVs.

Larger Single Family Homes. Many of the city's larger homes, such as the home shown here, are located on the larger lots located in the southwest part of the city.

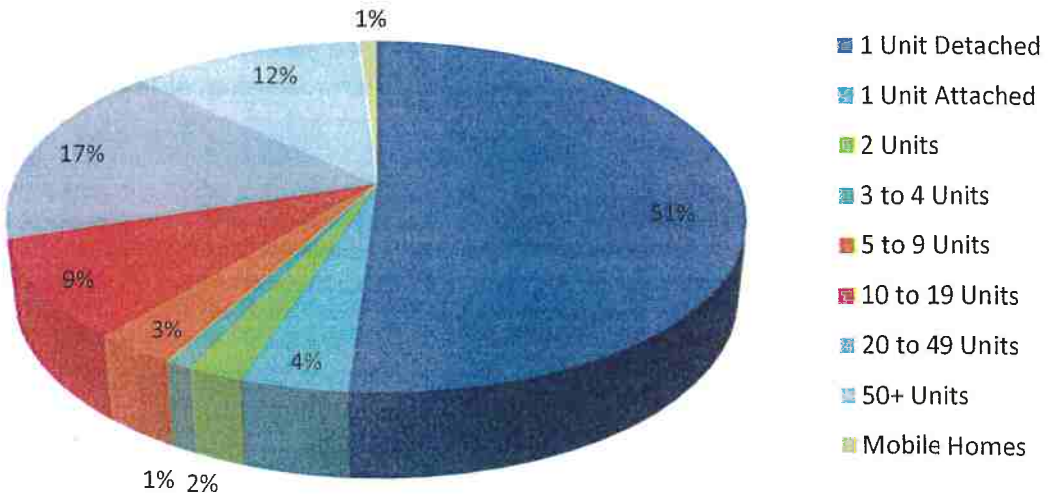
Smaller Single Family Homes. This home is more typical of the majority of single-family homes that are older and built in the 1950's or earlier.

Apartments Buildings. Apartment complexes such as this one are common throughout the city and are generally built in an older walk-up style.

Senior Living. West St. Paul is host to several senior-oriented housing complexes that offer a spectrum of specialized programming or care.

The type of housing units in the City has remained fairly unchanged over the past 25 years. Single family, or one unit detached, housing has been the most prevalent; teetering between 51 and 52 percent of the total housing stock from 1990 to 2015. Multi-family housing (5 or more units) continues to be the second most common type of housing in West St. Paul, ranging anywhere from 38 to 40 percent of the total housing stock. West St. Paul was previously ranked the highest in renter percentage among larger cities in the Dakota County (Market Research Partners, Inc., December 2002). Other types of housing units that are present, but are not as prevalent, include townhomes, condominiums, and duplexes.

Figure 2-1 - Housing Units per Structure Type
Source: ACS Survey 2010-2014, 5-year Estimates



In order to attract and retain residents, it is important to provide a diverse housing stock that is both attractive and functional for all age ranges. Figure 2-1 above shows that the majority of the housing stock in West St. Paul is single-family detached homes; when combined with one unit attached single-family homes comprise 55 percent of the existing housing stock.

In order to retain a diverse housing stock and to better prepare for the projected population growth and aging residents, West St. Paul will likely see an increase in multi-family housing and retrofitting of housing due to the city already being over 90 percent developed. Generally, the construction of multi-family units increases as the amount of buildable land decreases due to their ability to be more sustainable through cost efficiency, maximum space utilization, and proximity to infrastructure and transit.

In 2018 alone, the City of West St. Paul approved 172 new multi-family units. Through the 2040 Comprehensive Plan update, West St. Paul was able to diversify its redevelopment options by incorporating more areas of mixed use throughout the city, primarily along Robert St.

Age of Housing Stock

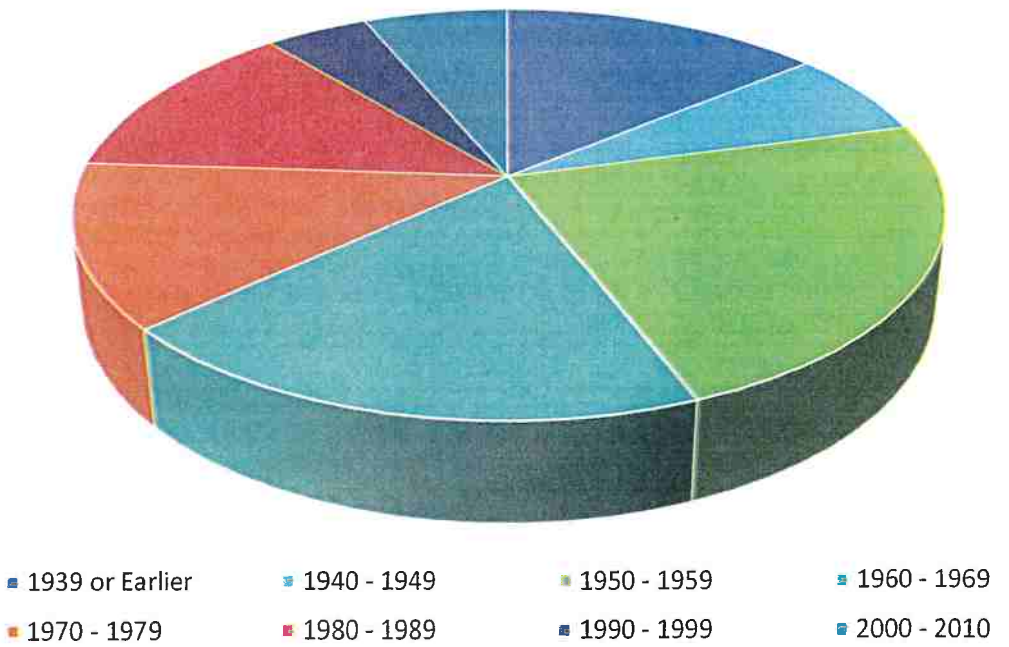
The majority of owner occupied houses were either built in the periods of 1939 or earlier and 1950 – 1959. Housing structures in West St. Paul tend to be in good shape for a housing stock where more than half the units were built prior to 1970.

Presumably, based on the number of renovation permits issued by the Building Department (over 500 annually since 2014), these houses have been renovated or improved upon to either attract new residents or to retrofit the property for the needs of the existing residents.

While the homes during the 1960 – 1979 time period remain very functional. It can also be noted that the time period where the least amount of housing was built was during the years of 1990 – 2010, even though there was an economic housing boom during the early 2000's, it is not reflected in this data. This could be due, again, to the lack of open space suitable for housing, as is commonly seen with many first ring suburbs.

Figure 2-2 - Age of Housing Stock in West St. Paul

Source: US Census Bureau, 2013/2014 American Community Survey



Apartment Complexes with 100+ Units

As of 2018, West St. Paul was home to over 40 apartment complexes with ten or more units; this adds up to over 3,000 multi-family units. With the total number of residential units calculating to be 9,174 (according to the Metropolitan Council Housing Stock Estimates) these apartment complexes make up nearly one-third of the overall housing stock in West St. Paul. As the existing infrastructure continues

to age, City Staff and elected officials will be forced to take a more active role in the overall maintenance and restoration of these properties and their surrounding infrastructures.

Table 2-3 below lists all of the apartment complexes in West St. Paul that have over 100 units. Many of which were built in the late 1960s to the early 1970's.

Table 2-3 - Apartment Complexes with 100+ Units

Apartment Complex	Address	Year Built	Number of Units
Westview Park Apartments	285 Westview Dr.	1997	298
Holiday Acres Apartments	1762 Oakdale Ave.	1995	188
Somerset Green & Sandlewood Place	1550 - 1552 Charlton St.	1994	168
Eagle Pointe	2044 Oakdale Ave.	1972	217
Charlton Park	430 Mendota Rd.	1972	170
The Oaks of West St. Paul	171 – 191 Thompson Ave. East	1966	132
The Oaks of Heatherwood	85 Thompson Ave. West	1970	108
Country Club Manor	1945 – 1955 Oakdale Ave.	1970	105
Oakdale Terrace	1926 Oakdale Ave.	1968	170
Covington Court Apartments	364 Marie Ave.	1965	159

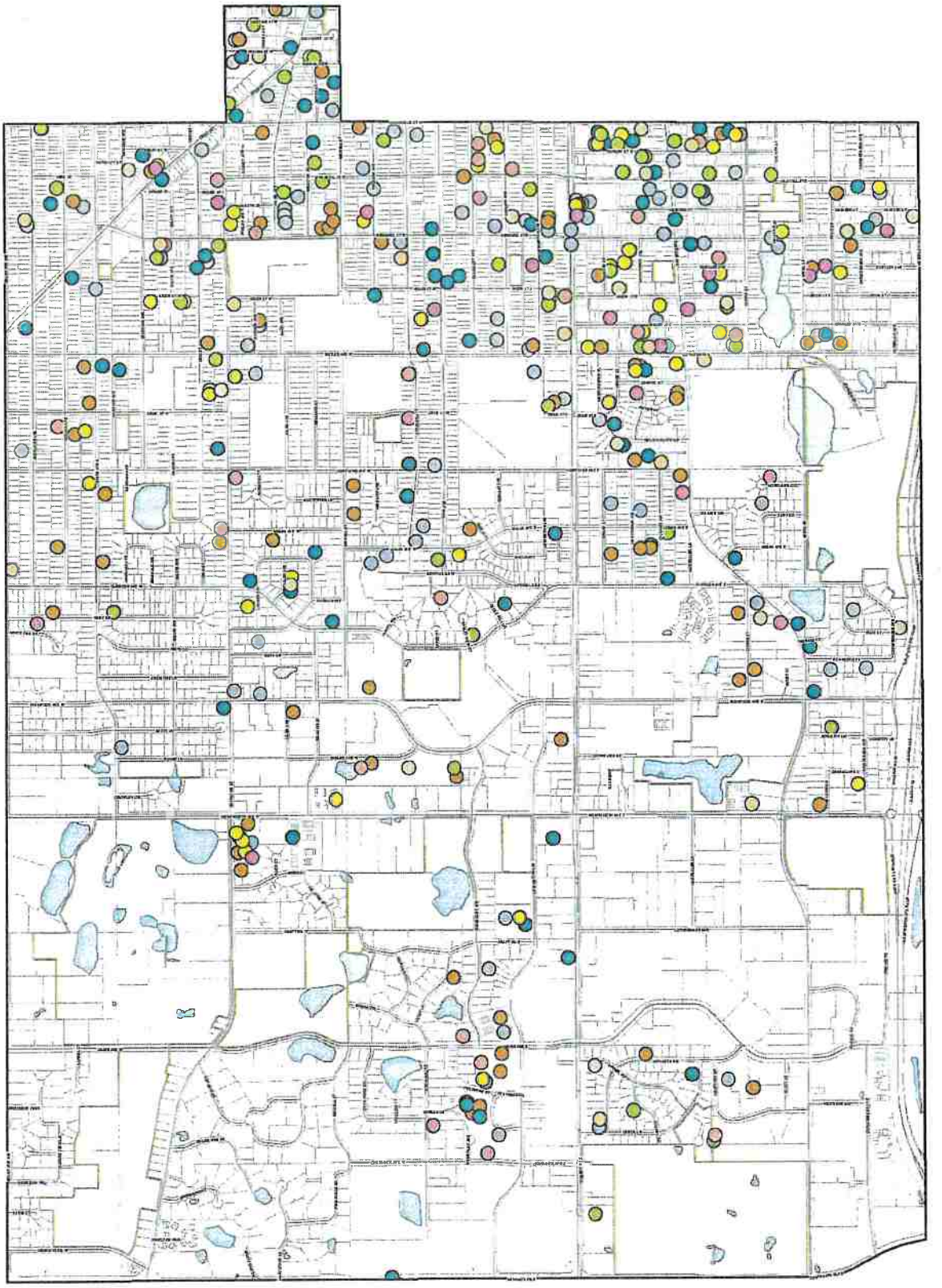
In 2013, 26% of renters in the Minneapolis-St. Paul Metropolitan Statistical Area said they were either completely dissatisfied or only partially satisfied with the building and ground maintenance for the property they were renting.

Foreclosure Trends

Foreclosures and pendencies were high in 2010 due to the crash of the housing market; West St. Paul experienced 127 pendency notices and 85 foreclosures. Overall numbers for both have come down, in 2018 West St. Paul experienced 60 pendencies and 14 foreclosures.

In the eight-year time frame of 2010 to 2018, 637 homes received a notice of pendency. Of those 637 homes, 396 went into foreclosure (over 62 percent). With such a high number of homes entering into foreclosure, it is important to educate residents on their resources and options during times of financial difficulty.

Foreclosed Properties, 2010 - 2018



Legend

- Foreclosures 2018
- Foreclosures 2017
- Foreclosures 2016
- Foreclosures 2015
- Foreclosures 2014
- Foreclosures 2013
- Foreclosures 2012
- Foreclosures 2011
- Foreclosures 2010

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Miles

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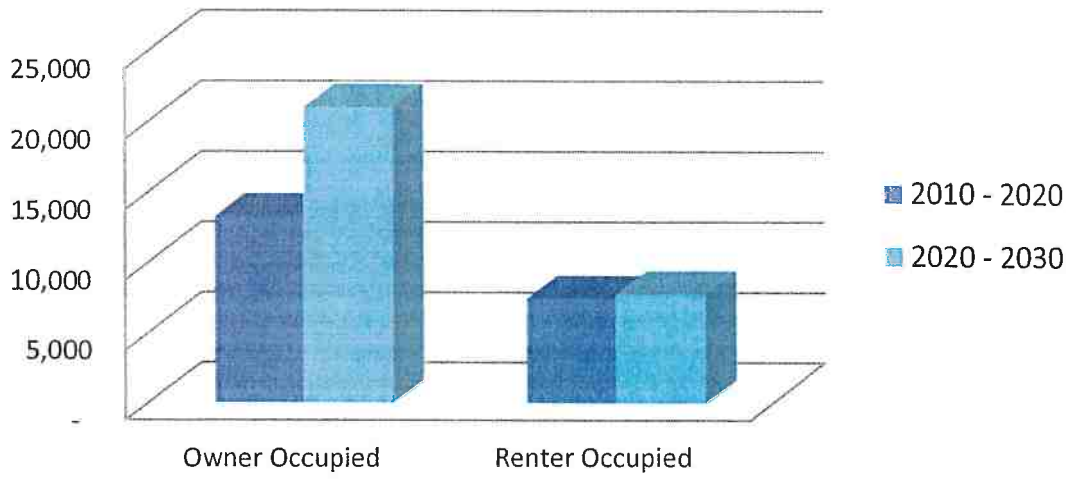
Prepared for the
West St. Paul Community
Development Department
by the Dakota County Office of GIS.

Housing Demand

According to the Dakota County Housing Needs Assessment of 2013, county wide demand is projected for an estimated 34,456 owned housing units and 15,069 rental units between 2010 and 2030. Approximately 68 percent of the demand is projected to be for owner occupied housing and 32 percent for rental housing.

Figure 2-4 - Housing Units in Dakota County
Source: Dakota Co. Housing Needs Assessment



Housing Demand – Public Input

During the public engagement portion of the composition of West St. Paul's 2040 Comprehensive Plan, several comments and themes were voiced through public comment.

A summation of the comments is as follows –

- An overwhelming majority of residents rate the quality of life in their neighborhood as "Very Good" or "Excellent",
- Preserving the affordability of housing in this community is important to residents,
- A large percentage of respondents have concerns about their ability to remain in West St. Paul as long as they desire,
    - Specific concerns include a lack of appropriately sized and affordable housing for aging residents, homes that are not currently configured properly, and insufficient assisted living or nursing facilities to meet their needs,
- A significant rate of respondents feel that there are housing-related obstacles that would prevent their kids or grandkids from staying in West St. Paul,
    - These obstacles include a lack of starter homes, apartments, and rentals available in the city, as well as the cost and desirability of the existing housing,

- Maintenance and upkeep of existing homes, especially older properties, has been identified as a significant challenge for the community, and
- While there are concerns about the quantity and condition of aging multifamily buildings in the city, there is also an openness to new attached and multifamily housing development, especially those of a more modern style.

Public Input – Missing Housing

During the annual open house in May of 2017, the public was asked what type of housing does West St. Paul most in need. The responses were primarily centered around single family/starter homes (see table 2-5). Similarly, another survey of necessary housing was conducted during a community engagement meeting in March of 2018 (see table 2-6). More details on the votes can be seen below.

Table 2-5

May 2017 Survey	
Needed Housing Type	**Percent**
Large Single Family Homes	6
Market Rate Apartments	9
Multi-Story Condos/Townhomes	19
Senior Housing	13
Single Story Condos	19
Small Single Family/Starter Homes	25
Something Else	9

Table 2-6

March 2018 Survey	
Needed Housing Type	**Percent**
Affordable Rentals	18.2
Market Rate Rentals	4.2
Senior Rentals	3.6
Single Level Townhomes	15.8
Condos	3.6
Single Family Homes	43
None	11.5

Housing Demand - Developer Perspectives

Rental housing at all income levels is needed to provide for the increased rental demand, according to Maxfield's 2013 Housing Needs Assessment for Dakota County. However, new market rate rental housing is needed to increase movement in the overall market and encourage those most able to afford to move up to do so. Developers are expressing difficulty in finding sites in the more developed communities and are concerned that the rent levels needed to support new market rate housing may be difficult to achieve while still remaining affordable for the tenants.

In 2016, some developers indicated that the minimum rent levels needed to support development costs and profit for new construction range from about $1.50 to $1.55 per square foot. This equates to monthly rents of $1,088 to $1,124 for a one-bedroom unit at an average unit size of 725 square feet.

Other developers have stated that their threshold is higher, at about $1.80 per square foot, meaning that rents could be approximately $1,305 for a one-bedroom unit using the same size unit as mentioned before.

One recent example of this in West St. Paul, is the RoofTop 252 apartments, approved for development in late 2016. The one-bedroom apartments at this market rate complex are between 650 and 715 square feet and cost between $1,180 and $1,290 per month. The most affordable apartment at this complex are the studio units with 410 square feet for $995 per month (shown on the right).

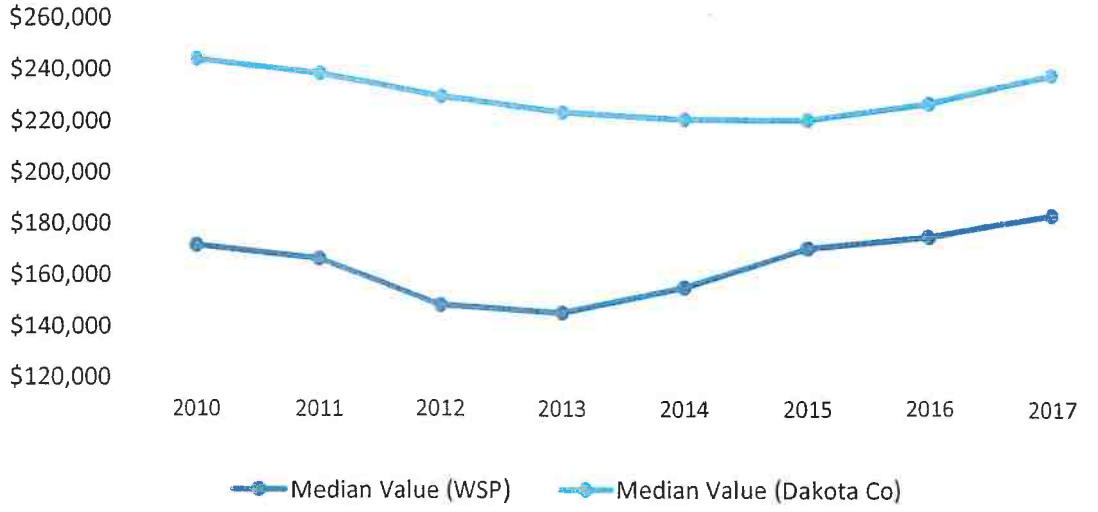
Recently, developers have been decreasing average unit sizes in order to reach the per square foot threshold that they need for financial feasibility and smaller unit sizes have been accepted by prospective renters who have been more focused on the amenities package.

Cost of Housing

The median housing value for West St. Paul in 2017 was $183,300. When compared to $171,400 in 2010, West St. Paul's median housing value has experienced a seven percent increase. Housing values are projected to continue to rise as the construction of new housing decreases, demand and cost increases.

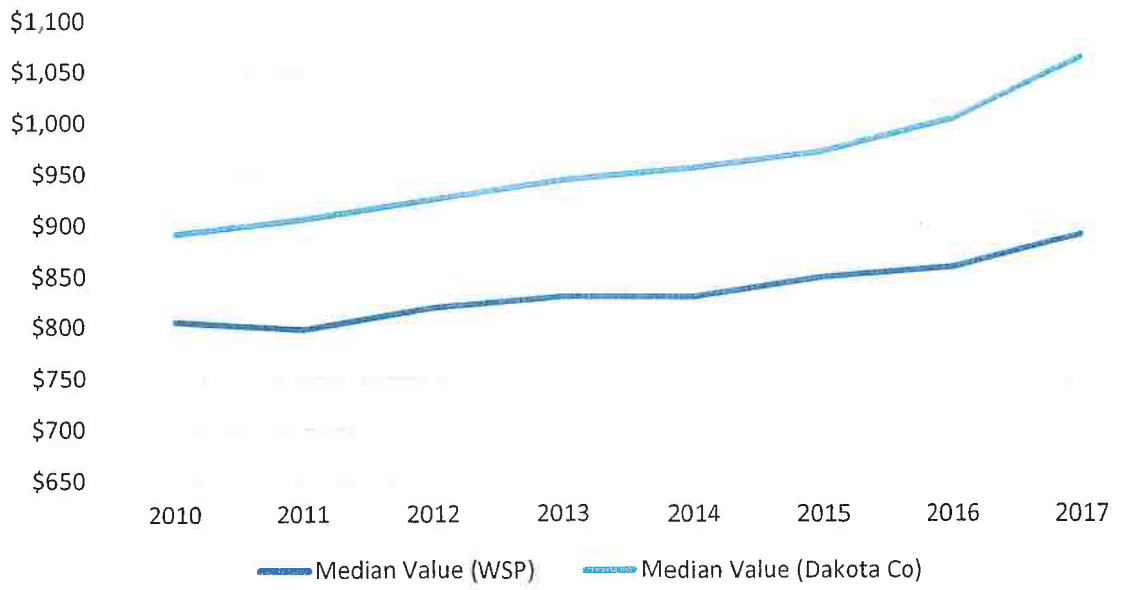
Figure 2-7 - Median Housing Values 2010-2017

Source: American Community Survey



Similarly, rental prices have increased over the past seven years. Median rent paid in West St. Paul during 2010 was $805, experiencing nearly an 11 percent increase to $890 in 2017, according to the 2010/2014 American Community Survey (ACS).

Figure 2-8 - Median Rent Paid 2010-2017
Source: American Community Survey



West St. Paul's housing costs are relatively low in comparison to the rest of Dakota County. While Dakota County's median housing value experienced a two percent decrease, the overall yearly median consistently remains above the West St. Paul median.

The lack of developable land is not only clearly seen on an aerial image of the city, but also visible is the demand for housing in general. In 2014, the vacancy rate for owner occupied housing units was less than one percent. In addition, the current relatively low mortgage interest rates (hovering around 4.0 to 4.5 percent) gives potential home buyers extra incentive to purchase; mortgage rates are at the lowest levels since the 1970's.

Affordable Housing

One in four households in West St. Paul experiences housing cost burden, meaning that housing costs more than 30 percent of the family or individual's income. This number can consistently be seen in many cities throughout the metro, specifically inner-ring suburbs. According to Met Council's Existing Housing Assessment from 2016, the largest portion of the population (approximately 11 percent, or 2,200 people) is the income range of at or below 30 percent AMI.

With the exception of its neighboring community, South St. Paul, West St. Paul provides a much higher percentage of affordable housing options in comparison to other Twin Cities first ring suburbs (see

below). A reason for this can be contributed to the community's older rental housing stock. West St. Paul's rental housing landscape looks much the same as it has for decades, because the vast majority of the rental housing stock was constructed in the 1960s, 70s, and 80s.

City	Existing Affordable Units			
	at <30% AMI	at 31-50% AMI	at 51-80% AMI	Total Affordable Units
West St. Paul	7%	38%	44%	89%
South St. Paul	7%	46%	43%	96%
Inver Grove Heights	9%	20%	41%	69%
Richfield	5%	20%	65%	91%
Maplewood	8%	25%	48%	81%
Twin Cities Region	*6%*	*22%*	*40%*	*68%*

Source: Met Council Existing Housing Assessment 2017

While not all rental housing in West St. Paul can be considered affordable, a significant fraction is affordable. Many rental properties in the city are affordable by virtue of being "naturally-occurring affordable housing." Typically, naturally occurring affordable housing comprises older attached and multifamily housing. Naturally occurring affordable housing may have deferred maintenance needs or be of an older or more obsolete style.

According to a Dakota County Housing Study of 2013, demand is now outpacing supply in some housing categories, more notably apartment rentals. Rental vacancies have hit new lows in some communities; tightening vacancies and increasing rents have resulted in low and moderate-income households experiencing much greater challenges to secure affordable housing.

Group Residential Housing (GRH)

West St. Paul's affordability is attractive not only for homeowners, but also to individuals that provide group residential housing.

According to Minnesota State Statute 256I.03 Subdivision 3 (2016), Group Residential Housing means a group living situation that provides, at a minimum, room and board to unrelated persons who meet the eligibility requirements of section 256I.04 to receive payment for a group residence rate.

Recently, there has been a structural change to the established Group Residential Housing system. Previously operated and monitored by the State, GRH was recently re-assigned to the counties hosting the individuals in need of such a unique housing situation, which was then handed down to the local counties/cities to manage. During this extensive change in controlling parties, counties/cities are still in transition to establish the best methods to manage GRH within each unique situation as well as

continuing to work to establish management practices and appropriate funding items, as all of these items were previously managed by the state.

Future of Affordable Housing

The Metropolitan Council has calculated that 37,900 new affordable housing for-sale or rental units will be needed in the MSP metropolitan area between 2021 and 2030, according to the 2040 Housing Plan.

- These 37,900 units will be appropriated among all the cities in the metro area, based on the amount of existing affordable housing, the wages paid by employers in the area, and the level of public transportation available. It was determined that West St. Paul should provide 120 additional affordable housing units in the period from 2021 to 2030.
    - Source: Metropolitan Council's Local Planning Handbook – Allocation of Affordable Housing Need, 2040 Comprehensive Plan Update.

Housing Inventory

Due to West St. Paul's projected steady population growth and limited developable land, it has been suggested that **the City take initiative in improving and preserving the existing housing stock in addition to considering redevelopment opportunities in the future, potentially publish a remodeling booklet or handbook to encourage property re-investments and to educate residents on how to fix and update homes.**

In order to effectively maintain and improve the current housing stock and appeal to future tenants and homeowners, West St. Paul has launched a multi-year plan to invest both single and multi-family housing. The first step of the plan was to investigate the current housing conditions for single and multi-family housing.

The findings of the study provided not only in-depth and resourceful information of the current housing conditions in West St. Paul, but also policies and programs to improve the City in various ways. The findings allow the City to identify target areas of home improvement. They could also be used to find funding to improve target areas through various mediums including housing rehab grants, loan programs, and other applicable local, state, and federal assistance. Overall, the study provided ample background for any future research and/or implementation for the improvement of West St. Paul's housing stock.

The study was conducted between mid-July 2014 and late-October 2014. As this is the first of such studies, the methodology was modeled from the latest housing survey of the City of Burnsville in Minnesota, which was completed in July 2013. The single-family homes in the study were dwelling units maintained by homeowners or tenants, including single-family housing and duplex or triplex properties with one to three units. Multifamily homes are licensed apartment buildings with more than three units, mixed-use commercial/residential apartments, and owner-occupied or rental condominium and townhome buildings.

The houses in West St. Paul are generally in good shape. Twelve criteria were developed to observe the exterior conditions of homes, including landscaping, driveway, etc. The scoring was based on a 1 to 5 scale, from excellent to deteriorated (one being excellent and five being deteriorated), which was adopted from *A Guide to Neighborhood Housing Assessment* (Crump, 2010).

The overall score of single-family housing was 2.36 out of 5. Similarly, the overall score of multi-family housing was 2.32 out of 5. Ward I from both single- and multi-family housing was the lower quality of housing condition and Ward III from both was the higher quality of housing conditions in the City.

From the assessment of the physical and cost characteristics of the housing stock in West St. Paul, combined with the demographic analysis of the community, there are some features and trends of the housing landscape that are especially notable and will shape the actions West St. Paul will take to address housing in the coming decades.

Table 3-1 - Average Score of Housing in West St. Paul

Scoring – 1 = excellent and 5 = deteriorated

Ward	Avg. Score of Single-family Home (SD)*	Avg. Score of Multi-family Home (SD)*
I	2.52 (.31)	2.38 (.38)
II	2.42 (.33)	2.38 (.31)
III	2.19 (.32)	2.18 (.23)
Total	**2.36**	**2.32**

*SD – Standard Deviation

Table 3-2 - Overall Average of Multi-family Housing

Scoring – 1 = excellent and 5 = deteriorated

Criteria	Avg. Score (Ranking)	Ward I	Ward II	Ward III
Roof	2.29	2.38	2.56	2.13
Windows/Doors	2.16	2.16	2.18	2.14
Paint	2.30	2.36	2.39	2.16
Trim	2.28	2.33	2.38	2.15
Siding or Stucco	2.47	2.56	2.54	2.34
Landscaping and/or Yard	2.31	2.37	2.36	2.21
Driveway	2.61	2.68	2.57	2.60
Sidewalks and Steps	2.05	2.23	2.24	1.69
Chimney	2.32	2.25	1.86	2.42
Foundation	2.33	2.75	2.13	2.33
Garage	2.46	2.58	2.50	2.39
Porch or Deck	2.22	2.15	2.32	2.16
Total	**2.31**	**2.38**	**2.38**	**2.18**

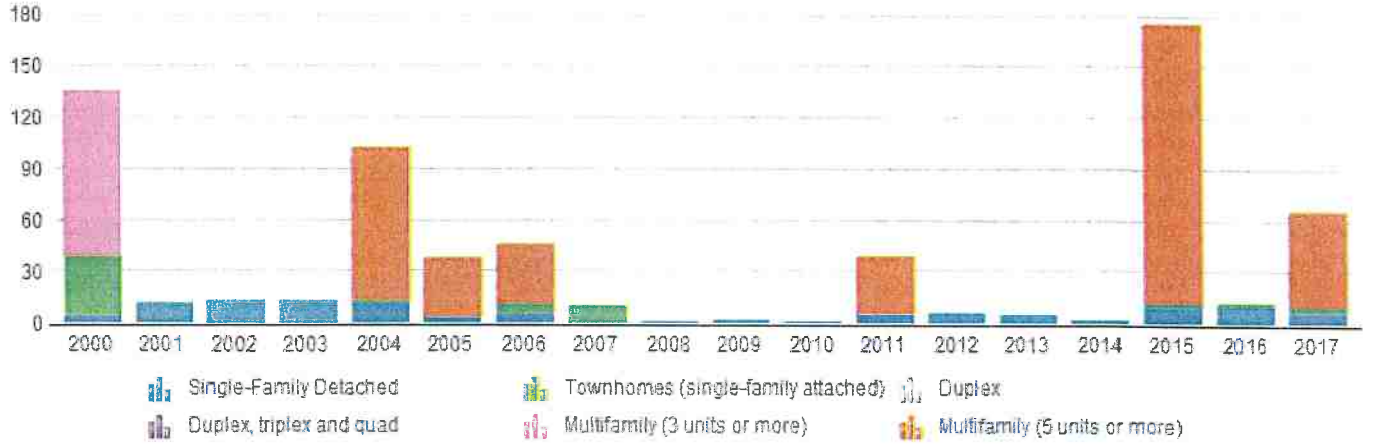
Housing Maintenance, Rehabilitation, and Redevelopment

New Construction

As can be noted below with Figure 4-1, the amount of new construction for single-family residential buildings has remained low, averaging 1-2 units per year. This can be attributed to the lack of empty lots as well as only a small population increase, growing from 19,540 people in 2010 to 20,222 people in 2015. In addition, due to the smaller lot sizes in the Northern portion of the city there is little interest in splitting or subdividing lots. However, as population slowly increases there is an increased demand for housing. This has encouraged developers to examine alternative ways to create housing such as redeveloping failed commercial sites.

Figure 4-1 – New Housing Permits 2000 – 2017

Source: Met Council Community Profile 2018

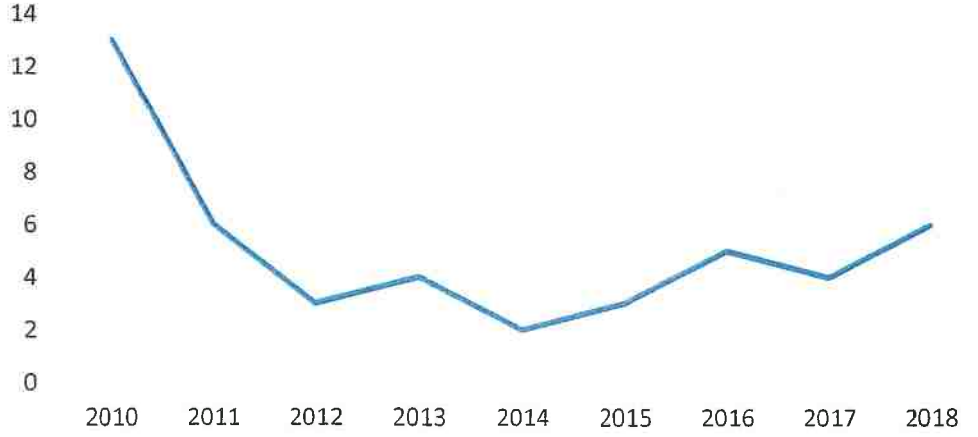


Demolition

It can be noted in figure 4-2, that demolition of residential buildings initially had relatively high amounts of activity, but quickly dropped down. Recent trends show those numbers rising again as demand continues to outpace supply. Overall, West St. Paul does not see much new development within its borders, which shifts the focus to redevelopment and rehabilitation efforts.

Figure 4-2 – Demolition Permits 2010 - 2018

Source: WSP Building Dept.



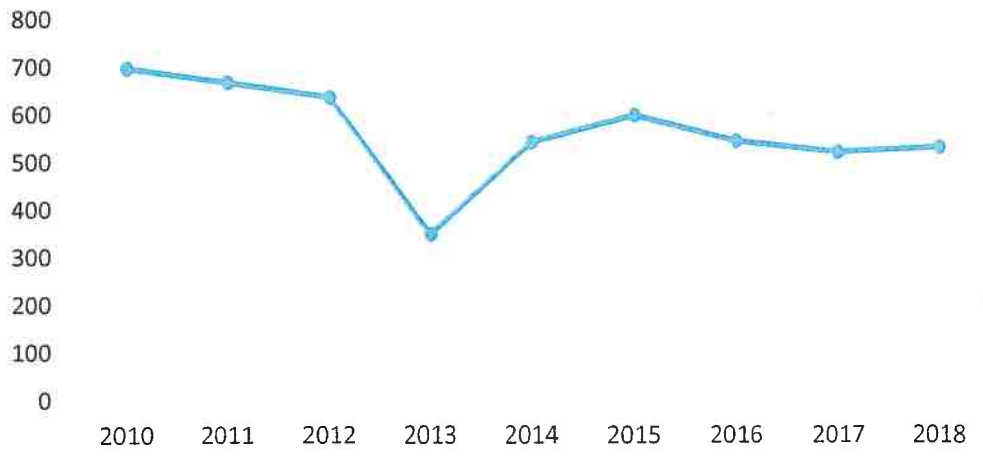
Rehabilitation

Housing structures in West St. Paul tend to be in good shape for a housing stock where more than half the units were built prior to 1970. In order to effectively maintain and improve the current housing stock and appeal to future tenants and homeowners West St. Paul has launched a multi-year plan to invest in both single and multi-family housing and better target rehab grants, loan programs and other local, state, and federal funding sources where they are most needed in the community.

There is a strong desire to rehabilitate and redevelop the current housing stock in West St. Paul, as can be seen in figure 4-3. This figure establishes the number of permits pulled for residential rehabilitation and alteration. Residential in this case includes only buildings that are four units or less. The words rehabilitation and alteration are used to cover a wide variety of activities, primarily an improvement or alteration to the primary structure of a residential lot. For example, a building permit in this category could entail an entire interior remodel or simply a window replacement.

Figure 4-3 - Residential Alteration Permits 2010-2018

Source: West St. Paul Building Department



A total of 5,088 alteration permits were issued between 2010 and 2018, with an average project valuation of $8,143. If each individual permit is assumed associated with one individual property, this equates to an average of just over 600 houses or nearly seven percent of the housing stock per year making alterations for eight consecutive years.

In just eight years, nearly 56 percent of the housing stock in West St. Paul was altered in some way, shape, or form. This is an encouraging trend and clearly states that homeowners are interested in re-investing in their properties, which in turn allows them to live in their homes longer.

Quality Housing and Redevelopment

The City of West St. Paul addresses property maintenance, rehabilitation, and redevelopment issues through the following programs:

- Quality Housing Program
- Code Enforcement
- Rental Licensing
- Property Recognition Programs
- Home Improvement Loans and Property Fix-Up
- Housing Replacement Program

Quality Housing Program

The Quality Housing Program was established in the fall of 2000, when the City Council and Economic Development Authority (EDA) adopted the Implementation Plan for Quality Housing. The plan outlined strategies to create and sustain quality housing in West St. Paul. These strategies were implemented to establish a housing stock that is aesthetically more attractive, has increased valuation, is healthier for residents, and improves the security and social fabric of the community at large. Efforts of this program are described in further detail in the following segments.

Code Enforcement

Property maintenance has always been a priority for West St. Paul; this became more tangible when the City adopted its first code enforcement ordinance in 1988. Several improvements have been made since then, including a 24 hour code complaint line and anonymous methods of contacting City Staff.

In the early 2000's the City of West St. Paul conducted two separate sessions of full-scale inspections of every property in the city. Inspections included both interior and exterior reviews of all properties. Dividing different areas of the city into zones, inspectors were able to cover the entire city in five years. Between 2000 and 2005, over 3,700 properties were not compliant with the established City ordinances. Each property was sent a compliance letter notifying the resident of the issue.

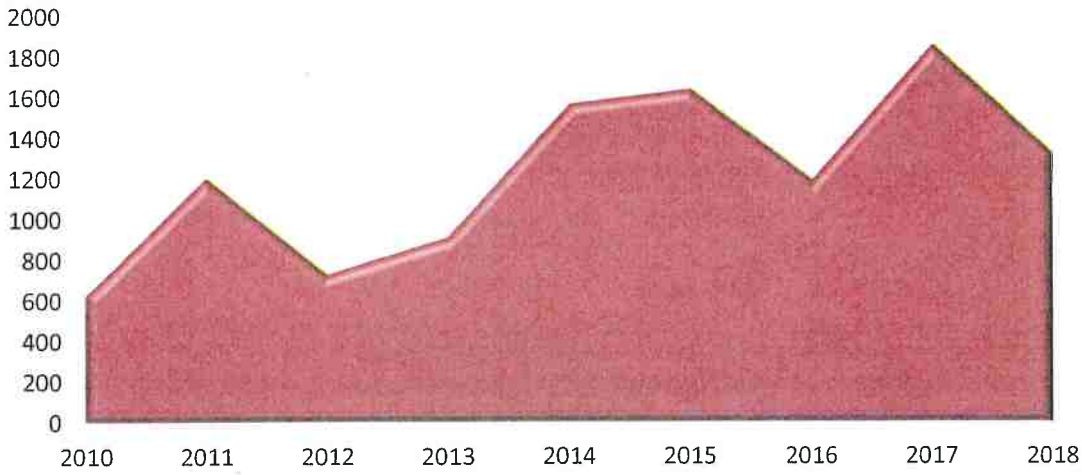
Each year the City of West St. Paul has up to two full time employees to address property and resident complaints as well as to enforce zoning code compliance. The City previously had one full time permanent employee and during the spring and summer season, would employ one part time temporary employee.

In order to better serve the public and better utilize staff time, the singular position of Code Enforcement Officer and the singular position of Rental Housing Inspector were combined to have two inspectors, each inspector doing a mix of both code enforcement and rental housing inspections.

If trends continue, as seen below in Figure 5-1, and the number of code issues continue to increase or even remain consistent, **it is recommended that the City consider hiring additional staff to manage the high number of code violations and maintain a quick response time to complaints.**

Table 5-1 - Number of Code Violations 2010-2018

Source: WSP Community Development Dept.

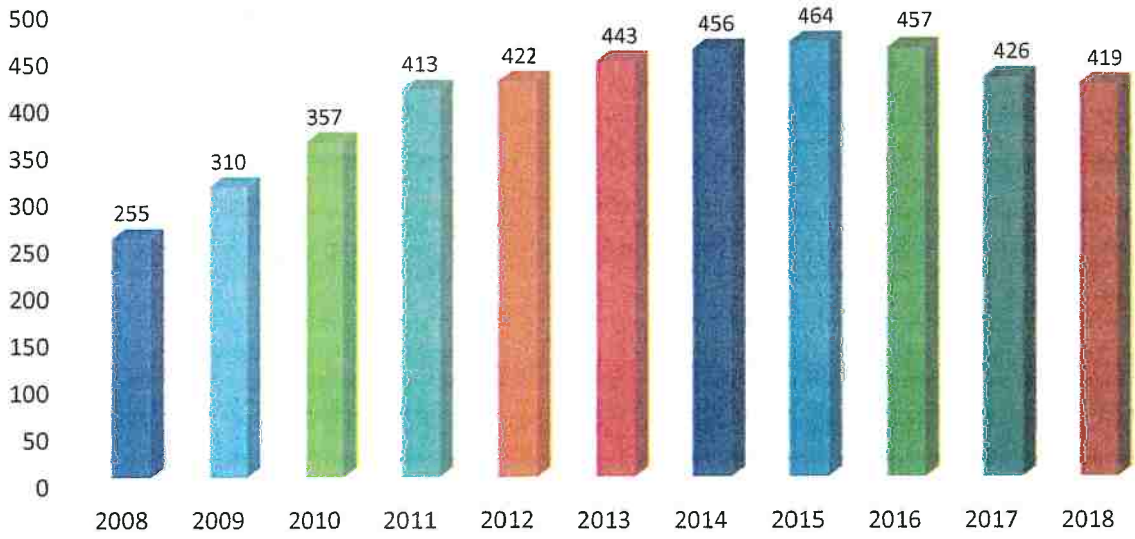


Rental Housing

On November 27, 2006 the City Council approved an ordinance regulating all rental housing units within the city. The purpose of the ordinance was to "protect the public health, safety, and welfare of citizens" of the city who occupy rental units. By adopting rental dwelling inspection and maintenance program standards to help correct substandard conditions and maintain a standard for existing and newly constructed rental dwellings in the city.

Figure 5-2 – Rental Licenses 2008 – 2018

Source: WSP Community Development Dept.



All rental licenses are renewed on an annual basis and reviewed by both City Staff and the City Council. Properties up for renewal must be current on all payments and compliant with all city code regulations; if and when a property becomes an issue the community development department closely examines the property with all other departments within the city. This includes police, fire, code enforcement, building, and inspections.

Due to the high demand for rentals in West St. Paul, City Council elected to limit the number of licensed rental properties per block, the maximum density of rentals allowed per block is ten percent. This means that if there are ten houses on a block, only one of them is allowed to be a rental property. By limiting the number of rentals within the city, it helps to better distribute the rental properties, maintain the diverse housing stock, and appeal to a variety of incomes.

The City of West St. Paul closely monitors its rental housing stock and requires annual renewals and inspections for all of its rental properties in addition to requiring that all property owners or managers complete Phase One: Property Management Training through the Minnesota Crime Prevention Association and Minnesota Crime Free Housing. This program closely aligns with West St. Paul's goals to ensure a diverse housing stock in which all properties meet maintenance standards by using licensed housing evaluators who have certified expertise in performing residential inspections.

The City maintains a map and list of multi-family developments which indicates the name of the project or development, site location, contact information, and the number of buildings and units. **By continuing to closely monitor rental properties, owners, and tenants through consistent enforcement and management education** West St. Paul is able to shape the growth trends of a large portion of the housing stock within the city.

Property Recognition Programs

Each year residents of West St. Paul nominate properties they believe are well maintained or have been significantly improved. Any person can nominate a candidate's property for the program. The amount of money spent on improvements is not a deciding factor for these awards. Rather, the use of the property and the compatibility with the neighborhood will be considered.

All nominations are reviewed by City Staff and City Council and winners are selected in each ward.

Photo: 2015 Outstanding Property Awards – 916 Allen

Home Improvement Loans and Property Fix-Up Program

Dakota County's Home Improvement program helps to assist low to moderate-income homeowners make repairs and improvements to their home. Funds are commonly used for projects such as roof replacement, plumbing or electrical repairs, and insulation.

Applicants must own their home and have well-established property equity, good credit history, and fall within the income requirements.

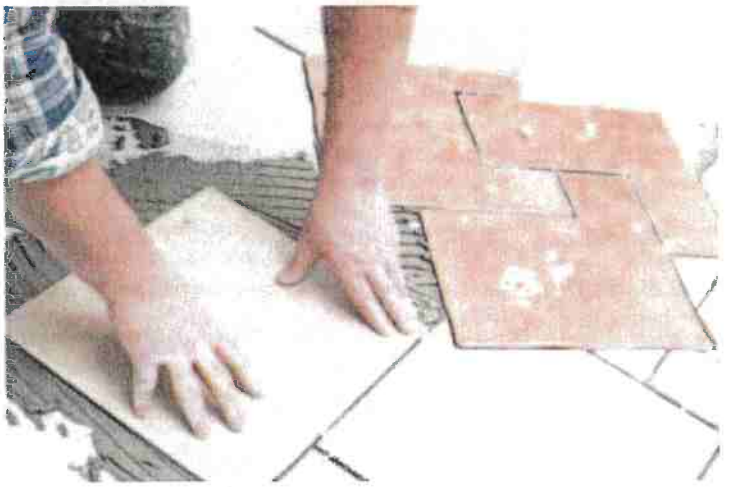


Photo: Dakota County CDA Home Improvement Brochure

Housing Replacement Program

The Housing Replacement Program was adopted by the Economic Development Authority (EDA) in April of 2000. It is designed to address homes that are beyond the scope of rehabilitation.

The city's Economic Development Authority (EDA) assists Property Owners of homes that are beyond repair or not economically feasible to rehabilitate. Often times, homes in poor condition cannot be sold on the private market. Generally, these homes are considered blighted or structurally deficient

Photo: 236 Annapolis St E Demolition

The program sponsors the replacement of deteriorating lower value housing on scattered sites throughout the City with larger, higher value single-family housing. Replacement is achieved through voluntary acquisition from a willing seller or from a homeowner requesting demolition assistance in order to make his or her own housing replacement plans financially possible.

Under the Housing Replacement Program, an owner may approach the EDA and request them to make an offer to purchase the property for fair market value. If the Property Owner extends and accepts an offer, the EDA would purchase the property, demolish the structure, and resell the lot for redevelopment of a new single family home.

The property on 236 Annapolis Street East was demolished, and Hometown, Inc., a custom builder, constructed a new four bedroom home with a 2 stall car garage.

Other properties include 812 Dodd Road, 443 Bernard St E and 812 Dodd Road.

236 Annapolis Street East Reconstruction

- Four Bedroom
- Two and ½ Bathrooms
- Two Car Garage

The EDA also assists homeowners who desire to retain their lot and rebuild a new home by providing financial assistance for the demolition costs, thus saving the homeowner $8,000 - $10,000. There are no income limits to participate in this program.

Properties the EDA has purchased since 2001

978 Allen Ave	892 Bidwell St	202 Kathleen Dr.
848 Allen Ave	273 Butler Ave E	1012 Livingston Ave
180 Annapolis St E	277 Butler Ave E	188 Mainzer St
236 Annapolis St E	373 Butler Ave E	951 Oakdale Ave
320 Annapolis St E	928 Charlton St	1198 Ottawa Ave
270 Annapolis St E	804 Dodd Rd	810 Dodd Rd
966 Bellows St	158 Haskell St	1003 Stryker Ave
305 Bernard St E	160 Hurley St E	360 Thompson Ave E
443 Bernard St E	288 Hurley St E	184 Thompson Ave W

Partnerships and Local Initiatives

Community Development Block Grant (CDBG)

Each year the City of West St. Paul applies for the following housing assistance programs:

Year	Money Awarded
2010	$90,500
2011	$90, 200
2012	$75,000
2013	$82,804
2014	$81,906
2015	$81, 906
2016	$81,906
2017	$110,808
2018	$99,694

Each year, the City applies for Community Development Block Grant (CDBG) funding through the Dakota County Community Development Agency (CDA). Historically, the City has applied for CDBG funding for redevelopment and rehabilitation loans administered by the CDA. The City receives approximately $90,000 a year in CDBG funding.

CDBG funding provides a maximum of $25,000 for deferred repayment, 0% interest rate loans to income eligible homeowners. Each year, five to eight low and moderate-income WSP homeowners make necessary home improvements from the annual CDBG allocation to housing rehabilitation. Eligible repairs include code-mandated repairs due to deferred maintenance, upgrading mechanical or other systems to current standards, and permanent general improvements to increase property values.

The program provides home improvement assistance to underserved populations in WSP. However, the City benefits overall through increased property values and preservation of existing housing stock. Over the last several years, the City has maintained one of the highest numbers of closed loans in the County since the program's creation.

Dakota County Partnership

The Dakota County CDA First Time Home Buyer Program provides financial resources for West St. Paul residents purchasing a home. Eligible properties include existing single-family homes, townhomes, condominiums, new construction, and duplexes.

Additionally, some first time homebuyers can also qualify for the Down-payment and Closing Cost Assistance program. Loans up to $10,000 are available depending on household income. The CDA assists up to 20 households per year for this program.

Partnered Programs offered to residents of West St. Paul,
by Dakota County CDA and West St. Paul in 2015

Housing Assistance Program	Number of Residents Served
Housing Choice Voucher (Elderly)	293
Affordable Apartments	101
Housing Choice Voucher (Families)	84
Scattered Site Housing	11
Bridges	10
Continuum of Care	5
Family Unification Program	3
Veteran Affairs Supportive Housing	1
Total Number of Residents Served	***508***

Source: Dakota County CDA and West St. Paul Community Development Department

Program Descriptions

Housing Choice Voucher Program

- http://www.dakotacda.org/rentalassistance_program.htm#housingchoice
- The Housing Choice Voucher program, also known as Section 8, utilizes the existing private rental market to provide housing for low income families, elderly, handicapped, and disabled persons.

Continuum of Care

- http://www.dakotacda.org/rentalassistance_program.htm#shelter
- Continuum of Care provides rent assistance, in connection with supportive services, to homeless persons with disabilities. The supportive services provides by Community Services fulfill a dollar-for-dollar match requirement for the HUD grant. The CDA assists 23 households through this program.

Bridges

- http://www.dakotacda.org/rentalassistance_program.htm#bridges
- Bridges serves persons with chronic and persistent mental illness. The CDA administers the housing subsidy portion of this program, which is grant funded by the Minnesota Housing Finance Agency. The Dakota County Social Services Department coordinates the support services for the clients. Participants contribute 30 percent of their income toward rent and the grant subsidizes the remaining portion. This program provides a temporary "bridge" that connects the gaps between homelessness, treatment centers, institutional facilities, and permanent affordable housing.

Family Unification Program

- http://www.dakotacda.org/rentalassistance_program.htm#FUP
- The Family Unification Program (FUP) is designed to increase the housing resources of child welfare families to prevent the separation of children from their parents because of inadequate housing, to ease the transition to adulthood for youth aging out of foster care, and to facilitate and expedite access to housing and supportive services thought agency collaboration. The Dakota County CDA has 100 FUP vouchers that will allow families to reunite with children who are otherwise unable to leave foster care because of the inability to afford decent housing.

Veteran Affairs Supportive Housing

- http://www.dakotacda.org/rentalassistance_program.htm#shelter
- HUD-VASH (Veteran Affairs Supportive Housing) is a unique partnership between the Department of Veteran Affairs (VA) and the Department of Housing and Urban Development (HUD) that provides long term case management, supportive services, and permanent housing support for chronically homeless Veterans.

Dakota County Scattered Site Homes and Affordable Apartment Complexes

Dakota County has several housing programs available to low and moderate income individuals and families alike. The Dakota County Community Development Agency (CDA) owns and manages 243 properties in Dakota County. Fourteen properties, totaling 192 units, are within the city of West St. Paul. Single family homes, duplexes, townhomes, and four-plexes are offered as a part of the Individual and Family Scattered Site program. West St. Paul currently only has single family homes as a part of this program; however the Dakota County CDA also manages affordable apartments within West St. Paul.

In order to qualify for the Individual and Family Scattered Site program through Dakota County CDA, the family or individual must fall within a certain income category in addition to acceptable rental history, credit, and pass a criminal background check. Lower incomes within each category take higher priority within the system, while the highest income is the maximum qualifying income. Overall, the goal is to have families pay no more than 30 percent of their adjusted monthly income toward rent.

CDA Properties in West St. Paul

Address	Property Type	Number of Units
1675 Livingston Ave	Apartment	80
900 Robert St	Apartment	59
140 Haskell St E	Apartment	42
Various	Single Family	11
Total Number of Units		*192*

Tax Forfeiture Development Program (TFDP)

The Dakota County CDA has a Tax Forfeiture Development Program to acquire tax-forfeited parcels from the State of Minnesota. The program's primary objective is to acquire and develop or redevelop tax forfeited property for an authorized use, namely the removal of blight and/or the development of low and moderate income housing.

On February 11, 2014, CDA Staff presented to the Board the opportunity to acquire a home located at 144 Stanley Street East in West St. Paul (Parcel ID – 42-58700-00-05). The owners had defaulted on their repayment agreement and the property was vacant. The City of West St. Paul had acknowledged several previous City Code violations on the property including junk, overgrown grass and weeds, and inoperable vehicles on the property.

On May 5, 2015, the CDA awarded a substantial rehabilitation contract for 144 Stanley Street East to Changing Images Design for $112,901.02 and began construction in June of 2015.

Dakota County regularly rehabilitates blighted properties throughout the county; 144 Stanley Street was one example that can be seen in West St. Paul.

144 Stanley Street Rehab

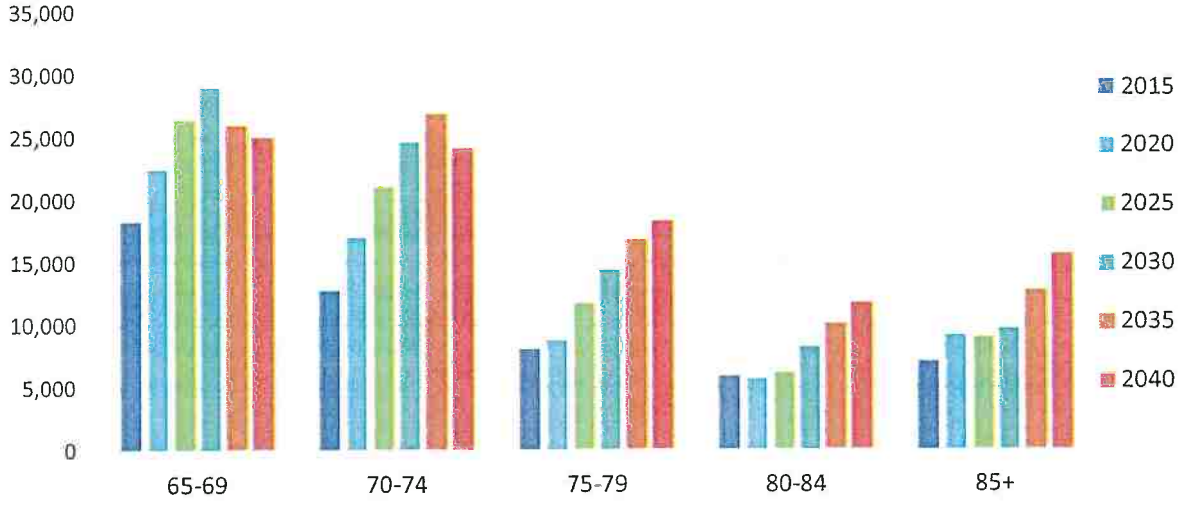
Housing Development

Senior Housing

Dakota County is expecting to see a 79 percent increase in the population age group of 65+ by 2040. This equates to over 42,000 additional residents that are 65+. This age group comprised 13 percent of the total population in Dakota County in 2015; by 2040, ages 65+ will comprise 19 percent of the total population in Dakota County. Details on the population increase is detailed below in figure 6-1.

Figure 6-1 - Dakota County Population Projections

Source: MN Demographic Center



In the 1998 Comprehensive Plan, the City identified the lack of senior housing as a growing concern. Since that time, less of an emphasis has been placed on building apartments and greater focus has been placed on townhomes, condominiums, and age accommodating living facilities type of uses. This effort to provide the community with greater living choices has promoted life-cycle housing goals as well as the revitalization of blighted and underutilized properties. As the general population continues to grow in age, there will be more demand for senior housing along with other alternative residential uses.

New Senior Housing Developments in West St. Paul

2012 – Walker Methodist Westwood Ridge Assisted Living

Added a new 70 unit assisted living complex. Including 24 memory care units, 36 24-hour transitional care units, and 10 care suite units.

2016 – Sanctuary Assisted Living Project

A new 4-story, 164-unit Affordable Senior Assisted Living Facility.

2018 – DARTS

Development of a new 4-story, 172-unit independent senior living facility.

Multi-Family Housing

According to the Dakota County Housing Study of 2013, demand is now outpacing supply in some housing categories, more notably apartment rentals. Rental vacancies have hit new lows in some communities; tightening vacancies and increasing rents have resulted in low and moderate-income households experiencing much greater challenges to secure affordable housing.

Through the 2040 Comprehensive Plan Update as well as the Renaissance Plan, West St. Paul has identified Robert Street as a potential area for mixed use and multi-family housing redevelopment. The mixed use would allow for a revitalization of the Robert Street corridor and multifamily housing would create shoppers for the already existing retail located along the corridor.

Mixed Use Housing

The primary corridor of West St. Paul, Robert Street, once served as a high demand commercial strip. Over the past 30 years, regional retail dollars have expanded to provide more opportunities to the customer. In an effort to continue to attract a strong customer base, Robert Street must offer more than just retail. Therefore, the Robert Street corridor is now in transition after its reconstruction in

2017. During the 2040 Comprehensive Plan Update, the City identified specific areas of Robert Street that would be appropriate for moderate to high density residential, which **could** be part of a mixed-use development or zoning district. The high number of large underutilized parcels along the corridor offer a prime location for reinvestment and redevelopment.

A "Gateway North District" was implemented in the zoning ordinance in 2007 to address mixed-use development along the northern portion of the Robert Street Corridor. Reduced setbacks were established to encourage redevelopment and the formation of design standards.

Single Family - New Construction

As can be seen in the table below, between 2010 and 2018, 44 new single-family homes were constructed between 2010 and 2018; the average valuation of the homes built during this time equates out to roughly $341,768, this is nearly double the median housing value in West St. Paul in 2017. This demonstrates the fact that not only is affordable housing in demand, but above the median is needed as well.

Year	Number of New Homes	Total Valuation
2010	1	$145,000
2011	5	$733,900
2012	5	$2,181,500
2013	4	$1,018,782
2014	3	$885,000
2015	9	$3,157,231
2016	7	$3,536,906
2017	6	$1,837,194
2018	4	$1,542,269
Total	**44**	**$15,037,782**

Detached single-family homes have consistently made up more than 50 percent of the housing stock in West St. Paul, even dating back to 1990. With the history of this trend, it can be expected that detached single-family homes will remain the majority of the housing options for quite some time in the future to come.

The City of West St. Paul has been considered "fully developed" since 1998; however, new construction or re-development still occurs throughout the city. Many residents have stated that they have lived in West St. Paul for a long time, and would like to continue to live in West St. Paul; however, the current housing options that they want or need are not available.

Needs and Goals

From the assessment of the physical and cost characteristics of the housing stock in West St. Paul, combined with the demographic analysis of the community, there are some features and trends of the housing landscape that are especially notable and will shape the actions West St. Paul will take to address housing in the coming decades.

The following section summarizes the community's most critical housing needs as they relate to affordability and future demands on the city's housing supply. Each section contains a housing trend observation, a supplemental narrative and a subsequent "housing need goal" that arises out of this observation.

The most critical housing needs/goals in West St. Paul are as follows:

- The housing stock in West St. Paul is aging, and residents will have increasing maintenance and upkeep requirements in the coming decades.
    - West St. Paul contains mostly smaller-lot single-family homes developed in the 1950s, 60s, and 70s that are beginning to age and may not be as attractive or suitable for modern households as they once were. Developing strategies to maintain and support West St. Paul's existing housing stock, particularly for those households with lower incomes and fewer resources, will remain a significant challenge in the decades to come, and will be important to continue to attract newcomers to the city.
    - *Housing need goal: Support housing maintenance assistance programs, particularly for lower-income households.*

- The City supports actions that make it possible for West St. Paul residents to age in place.
    - New senior housing units developed in the past 15 years have increased the number of housing options available to aging residents in West St. Paul. However, residents identified lack of available options for residents of all ages, particularly aging or elderly residents, as a significant challenge facing the community. Many lifelong residents want to remain in the community that they are familiar with or have grown up in. The City may consider exploring allowances for more diverse housing styles while supporting opportunities for senior and supported housing development to meet the demonstrated need in the community.
    - *Housing need goal: Meet increased demand for senior housing and opportunities for residents to age in place.*

- More than one in four West St. Paul households are cost-burdened, and nearly 40 percent of these households are at or below 50% AMI.
    - A disproportionate share of these cost-burdened households are lower-income households. As market challenges to the production of affordable housing persist, West St. Paul must prioritize support for affordable housing development by using the tools

available at the City's discretion and strengthening partnerships with other agencies to promote affordable housing production (more on this in the "Planning for Affordable Housing" section below). Furthermore, the city should prioritize affordability at or below the 50% AMI affordability band, which requires intentional application of affordable housing policies, partnerships, and resources.

- *Housing need goal: Reduce overall community housing cost burden, particularly by supporting those projects that provide affordability for households in the <50% AMI categories.*

- West St. Paul, along with many urban communities, is at risk of losing its naturally occurring affordable housing to redevelopment.
  - West St. Paul has a certain amount of housing that is considered affordable by way of "naturally occurring" means. Typically, naturally occurring affordable housing comprises older attached and multifamily housing that may have deferred maintenance needs or is of an older or obsolete style. Naturally occurring affordable housing is an important source of housing affordability in many Twin Cities urban communities but requires a careful, balanced approach. All residents have a right to live in safe and well-maintained housing, but maintenance and other upgrades (including redevelopment) can contribute to the loss of housing affordability in a community.
  - *Housing need goal: Preserve naturally occurring affordable housing within all affordability bands while improving the safety and livability of the city's housing stock.*

- The existing housing stock of West St. Paul must be maintained or improved, thus improving the quality of existing neighborhoods while maintaining its affordability.
  - There are proactive steps that West St. Paul can take to recognize the important role that naturally occurring affordable housing plays in the community while also recognizing the imperative to maintain a safe and viable housing stock. Naturally occurring affordable housing typically supports households between 30-80% AMI.
  - *Housing need goal: Preserve naturally occurring affordable housing within all affordability bands while improving the safety and livability of the city's housing stock.*

- Strategic development of housing can offer access to services and amenities to provide populations without a personal vehicle a method of transportation.
  - West St. Paul's proximity to a major urban center and the presence of major roadway arteries like Robert Street present opportunities for transit-oriented development, which can support populations who cannot or prefer not to own a personal vehicle. Prioritizing transit-oriented development projects will support seniors and low-income households who traditionally have a higher demand for transit services.

- *Housing need goal: Explore opportunities to increase transit-oriented development in strategic areas connected to major transit routes.*

- Monitoring and updating City ordinances can help to produce flexibility and diversity in housing opportunities.
  - Zoning codes provide dimensional and locational standards that dictate the built form of housing. A city that actively monitors and updates its zoning code may find opportunities to lessen regulatory barriers to producing the types of housing that meet the demands of residents or prospective residents, as well as the conditions of the market.
  - *Housing need goal: Update ordinances as necessary to maintain optimal housing functionality and livability and to address new technologies, market trends, and resident needs.*

Recommendations

Housing Growth

- Encourage the development of housing that offers access to services and amenities to provide populations without a personal vehicle a method of transportation,
- Investigate rehabilitation funding options for aging apartment complexes, and
- Rental housing at all income levels is needed to provide for the increased rental demand.

Affordable Housing

- Continue to work with the Dakota County Community Development Agency to support new and existing programs available to West St. Paul residents,
- Consider housing alternatives to best accommodate all life stages and all incomes, and
- Work with lenders and social service agencies to provide financial literacy and other programs to encourage homeownership within West St. Paul.

Redevelopment and Reinvestment

- Encourage community reinvestment and housing rehabilitation and retrofitting to accommodate both new and existing residents,
- Regularly update the Housing Inventory to track and reassess the conditions of the housing stock followed by targeted programs for areas where problems are identified,
- Initiate the improvement and preservation of the existing housing stock in addition to considering redevelopment opportunities in the future,
- Encourage green building practices, energy efficiency, and sustainability throughout the City of West St. Paul
- Encourage diversity and a variety of housing options within neighborhoods to avoid high concentrations of low and modest income housing in any portion of the city.
- Identify multi-family properties in need of updating and will work with the owners of the property to improve site and building conditions,
- Partner with agencies and community groups to institute quality of life improvements within distressed housing sites and encourage reinvestment in older properties to maintain character, functionality, and value, and
- Create and publish a remodeling booklet or handbook to encourage property re-investments.

Code Enforcement

- Consider hiring additional code enforcement staff to help management of increased complaint volume,
- Continue to monitor property maintenance to inform owners of compliance issues and methods to correct any forms of non-compliance, and

- Update ordinances as necessary to maintain optimal housing functionality and livability and to address new technologies, market trends, and resident needs.

Rental Licensing

- Closely monitor rental properties, owners, and tenants through consistent enforcement of license requirements and training requirements,
- Establish reoccurring Rental Management education programs,
- Continue to hold monthly meetings with owners and managers of the existing rental facilities, and
- Encourage open communication between City Staff and rental owners and tenants.

Life Cycle Housing

- Educate all residents of the First Time Home Owner funding opportunities,
- Continue to examine additional redevelopment and rehabilitation programs to increase funding levels and improve upon existing programs, and
- Continue to plan for an aging population by encouraging development that is accessible to all ages.

Welcoming Community

- Create outreach and educational materials for new homeowners and residents of West St. Paul,
- Explore the feasibility of hosting an annual housing fair to educate potential homebuyers and to show case properties that are currently for sale, and
- Promote the organization of neighborhood groups to organize residents, identify and address potential issues, and advocate for neighborhood preservation and enhancement.

Housing Programs and Assistance

The City of West St. Paul works in conjunction with Dakota County to administer the following housing programs:

- **Rental Housing and Licensing**
  - http://wspmn.gov/286/Rental-Licensing
  - Interested candidates can apply for a rental license either in person or via email. All applications are subject to the 10 percent rental density per block maximum. A typical rental application procedure includes a background check, a thorough property inspection, and review of the application by the City Council. For more information on this program, please see the link above.

- **Darts – Outdoor Chore Service**
  - http://www.darts1.org/services/household-services/outdoor-chores
  - Darts Outdoor Chore Service caters to older homeowners who are unable to keep up with common property maintenance, such as mowing the grass or raking leaves. These chore services are offered on a sliding scale fee system that is based on the homeowner's income.
  - More recently, Darts has begun taking on indoor projects as well. With grant money from the Department of Human Services, Darts has been able to install simple items in homes such as grab-bars and comfort-height toilets for older adults.

- **Community Development Block Grant (CDBG)**
  - http://www.dakotacda.org/cities_and_townships.htm#comm
  - The Community Development Block Grant (CDBG) is a federal program that provides multiple municipal funding opportunities. CDBG funding for Dakota County is managed by the Dakota County Community Development Agency (CDA), who then distributes the funding to surrounding communities to better assist and develop residential housing environments, expand economic opportunities for low-income individuals, and to revitalize blighted conditions throughout the community.

- **Home Investment Partnership Program (HOME)**
  - http://www.dakotacda.org/cities_and_townships.htm#home
  - The HOME program is a federal program that allocates the authority to local jurisdictions' to best determine how to distribute funds to provide affordable housing for individuals who are at or below 80 percent of the median income. Types of projects that are eligible for this form of funding include, but are not limited to new construction, rehabilitation, and rent assistance.

- **Home Improvement Loans**
  - http://www.dakotacda.org/homeowners.htm#HomeImp2
  - The Home Improvement Loans program provides zero percent interest funding to low and moderate-income individuals to make repairs and improvements to their home. Qualifying alterations for this program include, but are not limited to roof or window replacement, electrical or plumbing repairs, and special needs improvements such as ramps or bathroom modifications. For more information on this program, please see the link above.

- **First Time Home Buyer Program**
  - http://www.dakotacda.org/homebuyers.htm#FTHB
  - Can include Down Payment and Closing Cost Assistance
  - Dakota County CDA partners with local mortgage lender to offer new homeowners, or individuals who have not owned a home in the past three years, up to $10,000 in funding along with fixed low interest mortgage financing. This program also offers homebuyer education such as workshops and online courses.

- **Home Stretch Home Buyer Education Program**
  - http://www.dakotacda.org/homebuyers.htm#HSEP2
  - The Dakota County CDA offers monthly classes that are taught by professionals in the home-buying field, such as mortgage lenders, realtors, and home inspectors. Each class is designed to cover everything you need to know about buying your first home, covering topics such as budgeting, and credit issues, shopping for a home, and the purchasing and closing process.

- **Mortgage Foreclosure Counseling Program**
  - http://www.dakotacda.org/homeowners.htm#MFPP2
  - Residents of Dakota County committed to solving their financial problems can receive free counseling on foreclosure with referrals to additional resources, and sometimes, financial assistance. The Dakota County CDA employs homeownership specialists to evaluate the situation and suggest an action plan including an in-depth examination of the homeowner's finances to develop and implement a budget.

- **Pre-Purchase Counseling**
  - http://www.dakotacda.org/homebuyers.htm#PPCP2
  - This program is available to all interested parties, whether you are buying a home now or in the future. Pre-purchase counseling offers one-on-one consultations aimed to aid homebuyers in the process of purchasing a home, covering topics such as credit repair, household budgeting, and identifying different types of mortgage loans.

- **Senior Housing Program**
  - http://www.dakotacda.org/seniorhousing_program.htm
  - The Senior Housing Program is designed for adults age 55+, offering quality units in Apple Valley, Burnsville, Eagan, Farmington, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul, and West St. Paul. Properties located in West St. Paul include The Dakota offering 59 units and Haskell Court offering 42 units.

- **Housing Improvement Area (HIA)**
  - http://www.dakotacda.org/homeowners.htm#HIA
  - The Housing Improvement Area (HIA) is a program available to cities within Dakota County that need housing improvements in a specific area. All improvements are done at the cost of properties within the designated area of improvement. Improvements must be done in a common area, accessible to all residents in the area of improvement. Approval includes a minimum of 55 percent of the homeowners in the area to sign a petition in favor of the project, a public hearing, and a veto period.

- **Energy Assistance Program**
  - http://www.dakotacda.org/homeowners.htm#EAWP2
  - https://www.capagency.org/housing-services/energy-assistance/
  - The Energy Assistance Program is administered by the Scott, Carver, and Dakota County Community Action Partnership (CAP) agency. This program is designed to help eligible homeowners maintain safe and affordable home energy; this can include bill payment assistance, home energy crisis intervention, and energy advocacy.

- **Redevelopment Program**
  - http://www.dakotacda.org/cities_and_townships.htm#redev
  - The Dakota County CDA's Redevelopment Program provides staff expertise to cities for redevelopment activities such as the acquisition of affordable housing sites to the redevelopment of commercial sites on behalf of cities.

Funding Opportunities

All local governments rely on a variety of revenue sources in order to operate a budget as it can provide priceless assistance in the redevelopment process. West St. Paul relies on specific revenue sources in order to help facilitate development and redevelopment projects in the city.

The following is a list of potential funding programs and relevant information for West St. Paul residents and staff.

Federal

- **Home Affordable Modification Program (HAMP)**
  - https://www.treasury.gov/initiatives/financial-stability/TARP-Programs/housing/mha/Pages/hamp.aspx
  - HAMP works by encouraging participating mortgage servicers to modify mortgages so struggling homeowners can have lower monthly payments and avoid foreclosure. It has specific eligibility requirements for homeowners and includes strict guidelines for servicers. The program includes incentives for homeowners, servicers, and investors to encourage successful mortgage modifications.

- **Home Affordable Refinance Program (HARP)**
  - https://www.fhfa.gov/Homeownersbuyer/MortgageAssistance/Pages/HARP.aspx
  - HARP allows homeowners who have seen a drop in their home value and are underwater refinance into better mortgage terms.

- **Home Affordable Foreclosure Alternatives Program (HAFA)**
  - http://www.freddiemac.com/singlefamily/service/docs/hafa_bulletin_fact_sheet.pdf
  - The Home Affordable Foreclosure Alternatives (HAFA) initiative offers eligible borrowers who did not qualify for or complete a permanent modification under the Home Affordable Modification program (HAMP) or another home retention option to avoid foreclosure.

- **Federal Housing Administration Rehabilitation Loans**
  - https://www.fha.com/refinance
  - Many buyers decide to purchase a home that is significantly older, and not in the best condition. The FHA 203(k) Rehabilitation Loan enables borrowers to finance the purchase or refinance of a home, along with its renovation or "rehabilitation" of the property.

- **Section 202 Supportive Housing for the Elderly**
  - https://www.hud.gov/program_offices/housing/mfh/progdesc/eld202
  - The Section 202 program helps expand the supply of affordable housing with supportive services for the elderly. It provides very low-income elderly with options that allow them

to live independently, but in an environment that provides support activities such as cleaning, cooking, transportation, etc.

- **Housing Choice Voucher Program**
  - http://portal.hud.gov/hudportal/HUD?src=/topics/housing_choice_voucher_program_section_8
  - The housing choice voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses, and apartments.

- **Choice Neighborhoods Implementation Grant**
  - https://www.hud.gov/program_offices/public_indian_housing/programs/ph/cn
  - The Choice Neighborhoods program helps communities transform neighborhoods by revitalizing severely distressed public and/or assisted housing and catalyzing critical improvements in the neighborhood, including vacant property, housing, businesses, services, and schools.

State

- Don't Borrow Trouble Minnesota Campaign
  - http://www.fhfund.org/wp-content/uploads/2014/10/Dont_Borrow_Trouble_Report.pdf
  - Don't Borrow Trouble Minnesota (DBT) is a public education and community outreach campaign that seeks to prevent predatory lending in the Twin Cities metropolitan area. Launched in March 2003, the campaign combines education and counseling to help individuals and families become and remain successful long-term homeowners.

- Start Up - MHFA First Time Home Buyers
  - http://www.mnhousing.gov/sites/lenders/mortgage
  - Start Up is a statewide mortgage program for eligible first time homebuyers. Available through participating lenders, Start Up offers affordable interest rates, a three percent down payment option, and closing cost assistance loans.

- MHFA Fix Up and Community Fix Up Loan
  - http://www.mnhousing.gov/wcs/Satellite?c=Page&cid=1360797573568&pagename=External%2FPage%2FEXTStandardLayout
  - Fix Up is a statewide home improvement loan program for eligible homeowners, available through participating lenders. The Community Fix Up Loan Program is an add-on program

for eligible Fix Up lending partners and provides affordable, fixed interest rate loans with lower rates for energy and accessibility loans.

- MHFA Rehabilitation Loan
  - http://www.mnhousing.gov/sites/lenders/rehab
  - The Rehabilitation Loan Program (RLP) provides deferred loan financing to eligible low-income homeowners statewide who are unable to secure home improvement financing in the private sector. Funds may be used for basic home improvements that directly affect the home's safety, habitability, or energy efficiency.

- DEED Redevelopment Grant Program
  - https://mn.gov/deed/government/financial-assistance/cleanup/redeveloomentgrantprogram.jsp
  - The Redevelopment Grant Program helps communities with the costs of redeveloping blighted industrial, residential, or commercial sites and putting land back into productive use.

- Impact Fund
  - http://www.mnhousing.gov/wcs/Satellite?c=Page&cid=1358906164357&pagename=External%2FPage%2FEXTStandardLayout
  - The Community Homeownership Impact Fund (Impact Fund) provides funding for developers and administrators of single family, owner-occupied affordable housing activity throughout the state. Funding is accessed through a competitive Single Family Request for Proposals (RFP) process.

County

- Community Development Block Grant
  - https://www.dakotacda.org/community-development/community-development-block-grant-program/
  - Community Development Block Grant (CDBG) funding helps to further rehabilitation opportunities and projects for low- and moderate- income persons and to eliminate blight conditions.

- Home Investment Partnership Program (HOME)
  - https://www.dakotacda.org/doing-business-with-the-cda/housing-finance-resources/
  - The Home Investment Partnership (HOME) Program is a flexible federal grant program that allows participating jurisdictions to decide how funds will be used to provide affordable housing for people at or below 80 percent of median income.

- Home Improvement Loans
  - http://www.dakotacda.org/homeowners.htm#HomeImp2
  - The Home Improvement Loan Program assists low- and moderate-income homeowners with making repairs and improvements to their homes, like roof replacement, furnace replacement, electrical and plumbing repairs, and insulation.

- First Time Home Buyer Program
  - http://www.dakotacda.org/homebuyers.htm#FTHB
  - Homebuyers purchasing their first home in Dakota County can access fixed, low-interest mortgage financing along with a Mortgage Credit Certificate and up to $8,500 in down payment and closing cost assistance through our First Time Homebuyer Program. Since 1983, this program has helped over 5,000 Dakota County residents purchase their first home.

- Home Stretch Home Buyer Education Program
  - http://www.dakotacda.org/homebuyers.htm#HSEP2
  - The CDA's Home Stretch Homebuyer Education Program, Framework Online Homebuyer Education Program, and Pre-Purchase counseling are ways that potential homebuyers can educate themselves on the unknowns of homeownership. Homebuyer education will give buyers the tools and resources needed to become a successful homeowner.

- Mortgage Foreclosure Counseling Program
  - http://www.dakotacda.org/homeowners.htm#MFPP2
  - The CDA's Mortgage Foreclosure Program is a free advisory program for homeowners who are nearing foreclosure. A homeownership advisor can provide information and review options to help people stay in their home.

- Senior Housing Program
  - http://www.dakotacda.org/seniorhousing_program.htm
  - The Senior Housing Program is designed for adults age 62+. The development offers residents a sense of community while they enjoy their golden years. All senior buildings are beautifully decorated, offer one- and two-bedroom apartments and are equipped with amenities such as a community room with a kitchen, libraries, laundry facilities, emergency call systems, and underground heated parking.

- Energy and Weatherization Assistance Program
  - https://www.dakotacda.org/housing-resources/homeownership/weatherization-energy-efficiency/
  - Weatherization services will permanently reduce energy bills by helping to make your home more energy efficient. The program provides income qualified homeowners in

Carver, Dakota, and Scott Counties with grants to assist with making their home more energy efficient.

- Redevelopment Program
  - https://www.dakotacda.org/community-development/redevelopment-program/
  - The CDA's Redevelopment Program provides staff expertise to assist cities with their redevelopment goals. The CDA has worked with cities on a wide variety of projects ranging from the acquisition of affordable housing sites to the redevelopment of commercial sites.

Met Council

- Livable Communities Grants
  - http://www.metrocouncil.org/Communities/Services/Livable-Communities-Grants.aspx
  - The Livable Communities Act (LCA) funds community investment that revitalizes economies, creates affordable housing, and links different land uses and transportation. LCA's voluntary, incentive-based approach leverages partnerships and shared resources to help communities achieve their regional and local goals.

Local Initiative

- Darts – Outdoor Chore Service and Home Repairs
  - https://dartsconnects.org/home-services/
  - As we get older, sometimes tasks like shoveling snow, raking fall leaves or mowing the lawn can become unmanageable. With a little assistance, you can continue to be safe, live comfortably, and take pride in your home.

Private

- Habitat For Humanity - A Brush with Kindness
  - http://www.tchabitat.org/abwk
  - The A Brush with Kindness program focuses on exterior painting, and health and safety repairs. This home repair program utilizes a combination of volunteers and contractors to help homeowners affordably maintain their homes.

- Metro Paint-A-Thon
  - https://www.metropaintathon.org/homeowner-eligibility
  - Metro Paint-A-Thon helps low-income senior citizens, disabled adults, and veterans continue to live independently in their own homes. A volunteer team is matched to complete the exterior of homes and garages, thereby keeping it safe, secure, and beautiful and an asset to the neighborhood. All of this is done at no cost to the homeowner.

- Hearts and Hammers – Exterior Painting Program
  - http://heartsandhammers.org/about/
  - Hearts & Hammers – Twin Cities, Inc. is a private non-profit organization that provides exterior painting and home improvement assistance for senior and physically disabled homeowners. Assistance is provided at no cost, the work is done by volunteers, and the materials are donated.

- Rebuilding Together – Home Repair Program
  - http://rebuildingtogether-twincities.org/apply/home-repair-program/
  - Rebuilding Together strives to create healthier, livable homes by providing volunteer-delivered repairs including weatherizing, cleaning, installing flooring, patching and painting, siding, landscaping, and almost anything that restores the homeowners' independence, safety and security.

- Rebuilding Together – Safe at Home Program
  - http://rebuildingtogether-twincities.org/apply/safe-at-home-program/
  - The Safe at Home Program provides volunteer-delivered safety, fall prevention and entrance access modifications for older adults or those living with a disability so that they can continue to live in safety and independence in their own homes.

- Rebuilding Together – Accessibility Modification Program
  - http://rebuildingtogether-twincities.org/apply/safe-at-home-program/
  - The Accessibility Modifications Program provides larger, contractor-delivered environmental home modifications such as doorway widening and kitchen or bathroom renovations to enable aging-in-place and single-level living.

- Rebuilding Together – Critical Repair Program
  - http://rebuildingtogether-twincities.org/apply/home-repair-program/
  - The Critical Repair Program provides timely, contractor-delivered repair or replacement of essential systems such as HVAC, electrical, plumbing, outer envelope, and roofs that are critical to healthy, livable homes.

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Shirley Buecksler, City Clerk**

Date: **July 27, 2020**

Resolution Approving the Processing of Absentee Ballots 14 Days Prior to and 2 Days Following the 2020 State Primary and State General Election

BACKGROUND INFORMATION:

During the 2020 Regular Legislative Session, Chapter 77 (House File 3429) was passed and signed into law to provide special procedures for the safe and secure conduct of the 2020 State Primary and State General Election during the COVID-19 outbreak. The new law allows a City, by ordinance or resolution, to extend the period during which absentee ballots are processed, beginning 14 days before the election and no more than two days following the date of the election.

Staff believes the number of mail ballots received will increase due to COVID-19 and has determined it would be in the best interest for Staff to have additional time to process absentee ballots for the 2020 State Primary and State General Election.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Staff recommends approval of the attached resolution.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION APPROVING THE PROCESSING OF ABSENTEE BALLOTS 14 DAYS PRIOR TO THE DATE OF THE 2020 STATE PRIMARY AND STATE GENERAL ELECTION

WHEREAS, Chapter 77 (House File 3429), passed and signed into law during the 2020 Regular Legislative Session, provides special procedures for the safe and secure conduct of the 2020 State Primary and State General Election during the COVID-19 outbreak, of which includes:

> *Section. 1.* ***Safe and Secure Conduct of 2020 State Primary and State General Elections; Special Procedures***
>
> *Subdivision 2.* ***Local Authority.*** *(a) Notwithstanding any provision of the Minnesota Election Law to the contrary, a county or municipality, by ordinance or resolution of its governing body, may:*
>
> > *(3) Extend the period during which absentee ballots are processed, to include no more than two days following the date of the election, along with any corresponding delay of the local canvassing dates necessary to accommodate the extension. This clause does not authorize a county or municipality to extend the deadlines for the timely receipt of absentee ballots as provided in Minnesota Statutes, Section 203B.08. A county must report to the Secretary of State the number of absentee ballots remaining to be counted after the 24-hour period prescribed in Minnesota Statues, Section 203B.121, Subdivision 5, Paragraph (c). The report must be made as soon as practicable, but not more than four hours after that period ends. The Secretary of State must publish these data on the Secretary's website as soon as practicable, but not more than 24 hours after its receipt.*
>
> *Subdivision 3.* ***Processing of absentee ballots prior to election.*** *Notwithstanding Minnesota Statutes, Section 203B.121 Subdivisions 3 and 4, the county auditory or municipal clerk, and the applicable ballot board, must begin processing absentee ballots 14 days prior to the date of the election. After the close of business on the 14th day before the election, a voter whose record indicates that an absentee ballot has been accepted must not be permitted to cast another ballot at that election.*

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the City of West St. Paul Absentee Ballot Board will begin processing absentee ballots for the 2020 State Primary and State General Election after the close of business on the 14th day before the 2020 State Primary and State General Election and up to two days following the 2020 State Primary and State General Election.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 27th day of July 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: **Shirley Buecksler, City Clerk**

Date: **July 27, 2020**

Schedule Special Meeting to Canvass State Primary Results on Friday, August 14, 2020

BACKGROUND INFORMATION:

The City of West St. Paul will hold the State Primary on Tuesday, August 11, 2020. The City Council serves as the Canvassing Board for City elections. The Canvassing Board must meet to canvass the local returns and declare the results on the second or third day after a Primary (and within three to ten days after a General Election).

Per the enclosed Stipulation and Partial Consent Decree of Robert LaRose, Tersa Maples, Mary Sansom, Gary Severson, and Minnesota Alliance for Retired Americans, Plaintiffs, *v.* Minnesota Secretary of State Steve Simon, Absentee Ballots for the State Primary must be postmarked on or before Election Day (August 11, 2020) but received by close of business at least one day prior to the beginning of the County canvass. The Dakota County Canvassing Board is scheduled to meet at 3:00 p.m. on Friday, August 14, 2020.

Therefore, because the West St. Paul Canvassing Board must meet no later than the third day after the Primary but Absentee Ballots are accepted by close of business on the second day (for those postmarked by Election Day only), this leaves **Friday, August 14, 2020** as the only available date.

Staff is proposing that the West St. Paul Canvassing Board meet to canvass results at 5:00 p.m. on Friday, August 14, 2020.

FISCAL IMPACT:

None.

STAFF RECOMMENDATION:

Schedule a Special Meeting to canvass the State Primary results on Friday, August 14, 2020 at 5:00 p.m.

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STATE OF MINNESOTA | DISTRICT COURT

COUNTY OF RAMSEY | SECOND JUDICIAL DISTRICT
Case Type: Civil

Robert LaRose, Teresa Maples, Mary Sansom, Gary Severson, and Minnesota Alliance for Retired Americans,

Plaintiffs,

v.

Steve Simon, in his official capacity as Minnesota Secretary of State,

Defendant.

STIPULATION AND PARTIAL CONSENT DECREE

Court File No: 62-CV-20-3149

Plaintiffs Robert LaRose, Teresa Maples, Mary Sansom, Gary Severson, and Minnesota Alliance for Retired Americans, and Defendant Steve Simon (collectively, "the Parties") stipulate to the following and request that this Court approve this Partial Consent Decree. This Stipulation and Partial Consent Decree is limited only to Plaintiffs' claims as they pertain to the August 11, 2020 primary election ("August Primary") and is premised upon the current public health crisis facing Minnesota caused by the ongoing spread of the novel coronavirus.

I.
RECITALS

WHEREAS on May 13, 2020, Plaintiffs filed a complaint against Defendant challenging the constitutionality and enforcement of Minnesota's requirement that each mail-in ballot be witnessed by a registered Minnesota voter, a notary, or person otherwise authorized to administer oaths ("Witness Requirement"), Minn. Stat. §§ 203B.07, 204B.45, and 204B.46, and its requirement that ballots be received by 8:00 p.m. on Election Day if delivered by mail (the

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"Election Day Receipt Deadline"), *id.* §§ 203B.08 subd. 3; 204B.45, and 204B.46, Minn. R. 8210.2200 subp. 1 and 8210.3000 (collectively, "Challenged Provisions"), in general and specifically during the ongoing public health crisis caused by the spread of the novel coronavirus;

WHEREAS among other relief requested, the Complaint seeks to enjoin enforcement of the Challenged Provisions during the August Primary due, in part, to the public health crisis caused by the spread of the novel coronavirus;

WHEREAS the coronavirus public health crisis is ongoing and Minnesota remains under "Stay Safe" Emergency Executive Order 20-74, which contemplates a phased reopening of Minnesota that continues to require social distancing and mandates that "[i]ndividuals engaging in activities outside of the home follow the requirements of [the Stay Safe Order and Minnesota Department of Health and Centers for Disease Control and Prevention ("CDC")] Guidelines," Exec. Order 20-74 ¶ 6(a), and states that individuals "at risk of severe illness from COVID-19 . . . [are] strongly urged to stay at home or in their place of residence," *id.* ¶4;

WHEREAS Minnesota is anticipated to be required to maintain social distancing and abide by CDC Guidelines until the crisis subsides;

WHEREAS current projections indicate that the coronavirus crisis will continue into the summer and well into the August Primary election cycle;

WHEREAS federal guidelines state "[e]veryone should avoid close contact" by "stay[ing] home as much as possible" and "put[ting] distance between yourself and other people," CDC, Coronavirus Disease 2019: How to Protect Yourself & Others, https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html (last visited May 18, 2020), and "[e]ncourage voters to use voting methods that minimize direct contact,"

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including absentee voting, CDC, Recommendations for Election Polling Locations: Interim guidance to prevent spread of coronavirus disease 2019 (COVID-19), https://www.cdc.gov/coronavirus/2019-ncov/community/election-polling-locations.html (last visited May 18, 2020);

WHEREAS the absentee voting period for the August Primary election begins on June 26, 2020, 46 days prior to the date of the election, Minn. Stat. § 203B.081 subd.1; *id.* § 204B.35, and absentee instructions, ballots, and envelopes, including the certificate of eligibility, must be prepared in time to have a supply for every precinct available to cover absentee voting prior to that date;

WHEREAS available public data regarding transmission of COVID-19 supports Plaintiffs' concerns for their safety if they are required to interact with others to cast their ballot in the August Primary, and whereas anticipated increases in absentee balloting, coupled with corresponding shortages of elections personnel and mail delays, appear likely to impact the August Primary and threaten to slow down the process of mailing and returning absentee ballots;

WHEREAS, on April 28, 2020, the Wisconsin Department of Health Services reported that 52 people who voted in person or worked the polls for Wisconsin's April 7, 2020 primary election have tested positive for COVID-19 thus far;

WHEREAS courts in other states have enjoined those states from enforcing witness requirements, similar to Minnesota's witness requirement, for primary elections this spring. *See Thomas v. Andino*, -- F. Supp. 3d. --, 2020 WL 2617329 (D.S.C. May 25, 2020); *League of Women Voters of Virginia v. Virginia State Board of Elections*, -- F. Supp. 3d --, 2020 WL 2158249 (W.D. Va. May 5, 2020);

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WHEREAS, for the April 7, 2020 primary election in Wisconsin, the U.S. Supreme Court affirmed the implementation of a postmark rule, whereby ballots postmarked by Election Day could be counted as long as they were received within six days of Election Day. *Republican Nat'l Comm. v. Democratic Nat'l Comm.*, 140 S. Ct. 1205, 1207 (2020);

WHEREAS the Parties agree that an expeditious resolution of this matter for the August Primary, in the manner contemplated by the terms of this Stipulation and Partial Consent Decree, will limit confusion and increase certainty surrounding the August Primary, including in the nine days remaining before the June 26, 2020 deadline for absentee ballot preparation, and is in the best interests of the health, safety, and constitutional rights of the citizens of Minnesota, and, therefore, in the public interest;

WHEREAS the Parties wish to avoid the burden and expense of litigation over an expedited preliminary injunction for the August Primary in agreeing to these terms, the Parties, acting by and through their counsel, have engaged in arms' length negotiations, and both Parties are represented by counsel knowledgeable in this area of the law;

WHEREAS it is the finding of this Court, made on the pleadings and upon agreement of the Parties, that: (i) the requirements of the Minnesota Constitution, Art. I, §§ 2, 7, and Art. VII, § 1, and U.S. Constitution, Amend. I and XIV, will be carried out by the implementation of this Partial Consent Decree, (ii) the terms of this Partial Consent Decree constitute a fair and equitable settlement of the issues raised with respect to the August Primary, (iii) this Partial Consent Decree is intended to and does resolve Plaintiffs' claims with respect to the August Primary; and (iv) this Partial Consent Decree is not intended to and does not resolve Plaintiffs' claims generally or specifically with respect to the general election scheduled for November 3, 2020 or any election thereafter;

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NOW, THEREFORE, upon consent of the Parties, in consideration of the mutual promises and recitals contained in this Stipulation and Partial Consent Decree, including relinquishment of certain legal rights, the Parties agree as follows:

II.
JURISDICTION

This Court has jurisdiction over the subject matter of this action pursuant to Minn. Const. Art. VI, § 3 and Minn. Stat. § 484.01 and has jurisdiction over the Parties herein. The Court shall retain jurisdiction of this Stipulation and Consent Decree for the duration of the term of this Partial Consent Decree for purposes of entering all orders, judgments, and decrees that may be necessary to implement and enforce compliance with the terms provided herein.

III.
PARTIES

This Stipulation and Partial Consent Decree applies to and is binding upon the following parties:

A. The State of Minnesota by Steve Simon, Secretary of State of Minnesota; and

B. All Plaintiffs.

IV.
SCOPE OF CONSENT DECREE

A. This Stipulation and Partial Consent Decree constitutes a partial settlement and resolution of Plaintiffs' claims against Defendant pending in this Lawsuit. Plaintiffs recognize that by signing this Stipulation and Partial Consent Decree, they are releasing any claims under the Minnesota or U.S. Constitutions that they might have against Defendant with respect to the Witness Requirement and Election Day Receipt Deadline in the August Primary. Plaintiffs' release of claims will become final upon the effective date of this Stipulation and Partial Consent Decree.

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B. The Parties to this Stipulation and Partial Consent Decree acknowledge that this does not resolve or purport to resolve any claims pertaining to the constitutionality or enforcement of the Witness Requirement and Election Day Receipt Deadline during the November 3, 2020 general election or any election thereafter. Neither Party releases any claims or defenses with respect to the Witness Requirement and Election Day Receipt Deadline related to the November 3, 2020 general election or any election thereafter.

C. The Parties to this Stipulation and Partial Consent Decree further acknowledge that by signing this Stipulation and Partial Consent Decree, the Parties do not release or waive the following: (i) any rights, claims, or defenses that are based on any events that occur after they sign this Stipulation and Partial Consent Decree, (ii) any claims or defenses that are unrelated to the allegations filed by Plaintiffs in this Lawsuit, and (iii) any right to institute legal action for the purpose of enforcing this Stipulation and Partial Consent Decree or defenses thereto.

D. By entering this Stipulation and Partial Consent Decree, Plaintiffs are partially settling a disputed matter between themselves and Defendant. The Parties are entering this Stipulation and Partial Consent Decree for the purpose of resolving a disputed claim, avoiding the burdens and costs associated with the costs of a preliminary injunction motion and hearing, and ensuring both safety and certainty in advance of the August Primary. Nothing in this Stipulation and Partial Consent Decree constitutes an admission by any party of liability or wrongdoing. The Parties acknowledge that a court may seek to consider this Stipulation and Partial Consent Decree, including the violations alleged in Plaintiffs' Complaint, in a future proceeding distinct from this Lawsuit.

V.
CONSENT DECREE OBJECTIVES

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In addition to partially settling the claims of the Parties, the objective of this Stipulation and Partial Consent Decree is to ensure that Minnesota voters can safely and constitutionally exercise the franchise in the August Primary.

VI.
INJUNCTIVE RELIEF

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED FOR THE REASONS STATED ABOVE THAT:

A. For the August Primary Defendant shall not enforce the Witness Requirement, with respect to voting only, as set out in Minn. Stat. § 203B.07, subd. 3 (1) and (2), that each absentee ballot and designated mail ballot, Minn. Stat. § 204B.45 - .46, and Minn. R. 8210.3000, for voters previously registered in Minnesota be witnessed by a registered Minnesota voter, a notary, or person otherwise authorized to administer oaths.

B. For the August Primary Defendant shall not enforce the Election Day Receipt Deadline for mail-in ballots, as set out in Minn. Stat. §§ 203B.08 subd. 3, 204B.45, and 204B.46 and Minn. R. 8210.2200 subp. 1, and 8210.3000, that ballots be received by 8:00 p.m. on Election Day if delivered by mail. Instead, the deadline set forth in paragraph VI.D below shall govern.

C. Defendant shall issue guidance instructing all relevant local election officials to count all absentee and designated mail ballots in the August Primary that are otherwise validly cast by voters registered in Minnesota prior to casting their absentee and designated mail ballot but missing a witness signature.

D. Defendant shall issue guidance instructing all relevant local election officials to count all mail-in ballots in the August Primary that are otherwise validly cast and postmarked on or before Election Day but received by close of business at least one day prior to the beginning

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of the county canvass (i.e., within 2 days of Election Day for the August Primary). For the purposes of this Stipulation and Partial Consent Decree, postmark shall refer to any type of imprint applied by the United States Postal Service to indicate the location and date the Postal Service accepts custody of a piece of mail, including bar codes, circular stamps, or other tracking marks. Where a ballot does not bear a postmark date, the election official reviewing the ballot should presume that it was mailed on or before Election Day unless the preponderance of the evidence demonstrates it was mailed after Election Day.

E. Defendant shall issue instructions to include with all absentee ballots and designated mail ballots—or issue guidance instructing all relevant local election officials to modify, amend, or print the instructions accompanying each absentee ballot and designated mail ballot—to inform voters that any absentee ballot or designated mail ballot cast by a previously registered voter in the August Primary without a witness signature will not be rejected on that basis and that the witness signature line and associated language for witnesses to certify a previously registered voter's ballot, Minn. Stat. §§ 203B.07, subd. 3 (1) and (2), 204B.45, and 204B.46, and Minn. R. 8210.2200, subp.1 and Minn. R. 8210.3000 and be removed from the certification of eligibility altogether for absentee ballot and designated mail ballot materials sent to previously registered voters.

F. Defendant shall issue instructions to include with all absentee and designated mail ballots—or issue guidance instructing all relevant local election officials to modify, amend, or print instructions accompanying each absentee and designated mail ballot—to inform voters that any absentee or designated mail ballot cast in the August Primary and postmarked on or before Election Day and received within 2 days will be counted.

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G. Defendant shall take additional reasonable steps to inform the public that the Witness Requirement for voting will not be enforced for the August Primary and issue guidance instructing all relevant city and county election officials to do the same.

H. Defendant shall take additional reasonable steps to inform the public that the Election Day Receipt Deadline will not be enforced for the August Primary and that any absentee or designated mail ballot cast in the August Primary and postmarked on or before Election Day and received within 2 days by close of business will be counted.

I. Plaintiffs will not file a motion for preliminary injunction for the August Primary election.

J. In accordance with the terms of this Stipulation and Partial Consent Decree, the Parties shall each bear their own fees, expenses, and costs incurred as of the date of this Order with respect to Plaintiffs' claims raised as to the August Primary against Defendant.

VII.
ENFORCEMENT AND RESERVATION OF REMEDIES

The Parties to this Stipulation and Partial Consent Decree may request relief from this Court if issues arise concerning the interpretation of this Stipulation and Partial Consent Decree that cannot be resolved through the process described below. This Court specifically retains continuing jurisdiction over the subject matter hereof and the Parties hereto for the purposes of interpreting, enforcing, or modifying the terms of this Stipulation and Partial Consent Decree, or for granting any other relief not inconsistent with the terms of this Partial Consent Decree, until this Partial Consent Decree is terminated. The Parties may apply to this Court for any orders or other relief necessary to construe or effectuate this Stipulation and Partial Consent Decree or seek informal conferences for direction as may be appropriate. The Parties shall attempt to meet and confer regarding any dispute prior to seeking relief from the Court.

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If either Party believes that the other has not complied with the requirements of this Stipulation and Partial Consent Decree, it shall notify the other Party of its noncompliance by emailing the Party's counsel. Notice shall be given at least one business day prior to initiating any action or filing any motion with the Court.

The Parties specifically reserve their right to seek recovery of their litigation costs and expenses arising from any violation of this Stipulation and Partial Consent Decree that requires either Party to file a motion with this Court for enforcement of this Stipulation and Partial Consent Decree.

VIII.
GENERAL TERMS

A. Voluntary Agreement. The Parties acknowledge that no person has exerted undue pressure on them to sign this Stipulation and Partial Consent Decree. Each Party is voluntarily choosing to enter into this Stipulation and Partial Consent Decree because of the benefits that are provided under the agreement. The Parties acknowledge that they have read and understand the terms of this Stipulation and Partial Consent Decree; they have been represented by legal counsel or had the opportunity to obtain legal counsel; and they are voluntarily entering into this Stipulation and Partial Consent Decree to resolve the dispute among them.

B. Severability. The provisions of this Stipulation and Partial Consent Decree shall be severable, and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Stipulation and Partial Consent Decree shall remain in full force and effect.

C. Agreement. This Stipulation and Partial Consent Decree is binding. The Parties acknowledge that they have been advised that (i) the other Party has no duty to protect their interest or provide them with information about their legal rights, (ii) signing this Stipulation and

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Partial Consent Decree may adversely affect their legal rights, and (iii) they should consult an attorney before signing this Stipulation and Partial Consent Decree if they are uncertain of their rights.

D. Entire Agreement. This Stipulation and Consent Decree constitutes the entire agreement between the Parties relating to the constitutionality and enforcement of the Witness Requirement and Election Day Receipt Deadline as they pertain to the August Primary. No Party has relied upon any statements, promises, or representations that are not stated in this document. No changes to this Stipulation and Partial Consent Decree are valid unless they are in writing, identified as an amendment to this Stipulation and Partial Consent Decree, and signed by all Parties. There are no inducements or representations leading to the execution of this Stipulation and Partial Consent Decree except as herein explicitly contained.

E. Warranty. The persons signing this Stipulation and Partial Consent Decree warrant that they have full authority to enter this Stipulation and Partial Consent Decree on behalf of the Party each represents, and that this Stipulation and Partial Consent Decree is valid and enforceable as to that Party.

F. Counterparts. This Stipulation and Partial Consent Decree may be executed in multiple counterparts, which shall be construed together as if one instrument. Any Party shall be entitled to rely on an electronic or facsimile copy of a signature as if it were an original.

G. Effective Date. This Stipulation and Partial Consent Decree is effective upon the date it is entered by the Court. Defendant agrees to continue to initiate and implement all activities necessary to comply with the provisions of this Stipulation and Partial Consent Decree pending entry by the Court.

IX.
TERMINATION

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This Stipulation and Partial Consent Decree shall remain in effect through the certification of ballots for the August Primary. The Court shall retain jurisdiction to enforce the terms of the Partial Consent Decree for the duration of this Partial Consent Decree. This Court's jurisdiction over this Stipulation and Partial Consent Decree shall automatically terminate after the certification of all ballots for the August Primary.

THE PARTIES ENTER INTO AND APPROVE THIS STIPULATION AND PARTIAL CONSENT DECREE AND SUBMIT IT TO THE COURT SO THAT IT MAY BE APPROVED AND ENTERED. THE PARTIES HAVE CAUSED THIS STIPULATION AND CONSENT DECREE TO BE SIGNED ON THE DATES OPPOSITE THEIR SIGNATURES.

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Dated: June 16, 2020

SECRETARY OF STATE OF MINNESOTA

By: Steve Simon

Steve Simon
Secretary of State

Dated: June 16, 2020

GREENE ESPEL PLLP

By: /s/Sybil L. Dunlop

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*Motions for admission pro hac vice pending

Attorneys for Plaintiffs

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IT IS SO DECREED AND ORDERED. JUDGMENT SHALL BE ENTERED IN ACCORDANCE WITH THE FOREGOING CONSENT DECREE.

Dated: June 17, 2020

Sara Grewing

Grewing, Sara (Judge)
Jun 17 2020 9:32 AM

The Honorable Judge Sara Grewing
Judge of District Court

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and Council**

Through: **Ryan Schroeder, City Manager**

From: **Melissa Sonnek, City Planner**

Date: **July 27, 2020**

Preliminary/Final Plat Review for Two Lots at the Southwest Corner of Robert and Annapolis St – Dakota Co. CDA

BACKGROUND:

On March 23rd, the City Council reviewed and voted to approve the site plan and rezoning for the construction of a 54-unit apartment building at 895 Robert St. The preliminary and final plats have since been submitted and the Dakota County Community Development Authority (CDA) is requesting approval of the preliminary and final plat application. Additional details on the applicant can be found in the included Planning Commission report. The applicant will be available via telephone to answer any questions.

ATTACHMENTS:

Application/Notice
Planning Commission Memo and MnDot Review Memo
Preliminary and Final Plat
Resolution

PLANNING COMMISSION:

The Planning Commission met in regular session on July 21, 2020 and held a public hearing, no one from the public came forward or called in to speak on the item.

The Planning Commission voted 7-0 to recommend approval of the preliminary and final, subject to the listed conditions as recommended by City Staff.

STAFF RECOMMENDATION:

Staff recommends the City Council hold a public hearing and APPROVE the PRELIMINARY AND FINAL PLAT for the two lots at the southwest corner of Robert and Annapolis St. subject to the following conditions:

1. The plat shall be recorded with Dakota County within one year of approval and prior to the application of a building permit, and
2. The applicant shall address the items outlined in the MnDot memo dated July 15, 2020.

Note – applicant can be called to answer any questions the Council or the public may have.

SUBJECT

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: $879.00

OFFICE USE ONLY
Case No: 20-06
Date Received: 06/26/2020
Receipt No: 2020-0881
60 Day Date: 08/25/2020

CONTACT INFORMATION

Name of Applicant: _____
Phone # 651-675-4477 (Kari Gill)
Address of Applicant: Dakota County CDA
1228 Town Centre Drive, Eagan MN 55123
Email: kgill@dakotacda.state.mn.us

Name of Owner: Dakota County CDA
Phone # 651-675-4477 (Kari Gill)
Address of Owner: 1228 Town Centre Drive
Eagan MN 55123
Email: kgill@dakotacda.state.mn.us

Name of Surveyor: Bolton & Menk
Phone # 952-890-0509 ext 2509 Eric Wilfahrt
Address of Surveyor: 12224 Nicollet Avenue
Burnsville MN 55337
Email: eric.wilfahrt@bolton-menk.com

Name of Engineer: HB Corporation
Phone # 612-766-2849 (Adam Besse)
Address of Engineer: 701 Washington Avenue North, Suite 200
Minneapolis MN 55401
Email: adam.besse@lhbcorp.com

PLAT INFORMATION

Legal/PID # of the Property Involved: 424810001010, 1020, 1030, 1031, 1040, 1052, 1060, 1080, 1090, 1100, 1110

Total Acreage: 1.77
Proposed Number of Lots: 2 (two)

Proposed Name of Plat: Gateway Place Apartments

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.

Kari R. Gill	651-675-4477
Signature of Owner (Required)	Phone Number
	651-675-4477
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.

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, July 21, 2020 at 6:30 pm and a Public Hearing at the City Council Meeting Monday, July 27, 2020 at 6:30 p.m.:

> **PC Case 20-06 – Preliminary and Final Plat for two lots at the southwest corner of Robert St. and Annapolis St. – Dakota County Community Development Authority (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: July 12, 2020
St. Paul Pioneer Press

Posted: July 7, 2020
Municipal Center

CITY OF WEST ST. PAUL

Planning Commission Report

To: **Planning Commission**

From: **Melissa Sonnek, City Planner**

Date: **July 21, 2020**

Preliminary and Final Plat Review for Two Lots at the SW Corner of Robert and Annapolis St. – Dakota County CDA

REQUEST:

The Dakota County Community Development Authority is requesting the review of a preliminary and final plat for two lots totaling to 1.77 acres at the southwest corner of Robert St. and Annapolis St.

ATTACHMENTS:

Application/Notice
MnDot Review
Plat

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

ANALYSIS:

Plat Summary

Gross Acres – 1.77 (77,101 sq. ft.)
Proposed Number of Lots – Two
Total Easement Sq. Ft. ~ 7,628

Easements and Right-of-way

The proposed plat dedicates 10 feet of drainage and utility easements along Annapolis and Haskell St. As well as 5 feet along the alley way (western property line) and ranging between 2 to 4.5 feet along Robert St. These are the standard easements requested by the City. No additional right of way was requested for Robert St. by the City.

Existing Conditions

The site is currently comprised of 11 vacant lots that the CDA purchased several years ago with the intention to redevelop.

MNDOT REVIEW:

No additional right of way was requested by MNDOT. As a part of the review MnDot outlined items such as noise caused by state highways, transit connections, water, drainage, and permitting process. City Staff is recommending as a condition of approval that the applicant address the items outlined in the MnDot memo dated July 15, 2020.

ENGINEERING REVIEW:

The City Civil Engineer reviewed the plat application and had no specific recommendations or requirements to add to this memo.

STAFF RECOMMENDATION:

Staff recommends the APPROVAL of the PRELIMINARY AND FINAL PLAT for the two lots at the southwest corner of Robert and Annapolis St. subject to the following conditions:

1. The plat shall be recorded with Dakota County within one year of approval and prior to the application of a building permit, and
2. The applicant shall address the items outlined in the MnDot memo dated July 15, 2020.

Timeline

July 21 – PC Public Hearing
July 27 – CC Public Hearing

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

July 15, 2020

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

SUBJECT: MnDOT Review # **P20-041**
Gateway Place Apartments
SW Quad MN 952(S. Robert St.) & East Annapolis St.
West St. Paul, Dakota County

Dear Ms. Sonnek :

Thank you for the opportunity to review the **Gateway Place Apartments** development. MnDOT has reviewed the documents and has the following comments:

Noise:
MnDOT's policy is to assist local governments in promoting compatibility between land use and highways. Residential uses located adjacent to highways often result in complaints about traffic noise. Traffic noise from this highway could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities having the authority to regulate land use shall take all reasonable measures to prevent the establishment of land use activities, listed in the MPCA's Noise Area Classification (NAC), anywhere that the establishment of the land use would result in immediate violations of established State noise standards.

MnDOT policy regarding development adjacent to existing highways prohibits the expenditure of highway funds for noise mitigation measures in such developed areas. The project proposer is required to assess the existing noise situation and take the action deemed necessary to minimize the impact to the proposed development from any highway noise.

If you have any questions regarding MnDOT's noise policy please contact Natalie Ries in Metro District's Noise and Air Quality Unit at 651-234-7681 or Natalie.Ries@state.mn.us.

Transit:
There is a southbound bus stop on Robert St at Haskell St at the south end of the site. If construction will impact this stop, coordinate with Metro Transit to mitigate impacts. Metro Transit requests the developer contact them at: Transit-BusOps-StreetSup-AssistManagers@metc.state.mn.us so they can work together to make sure to avoid possible impacts and disruptions to the stop as well making sure the stop is up to proper specifications when project is complete.

If you have any questions regarding this comment, please contact Jason Junge, Multimodal Planning, Jason.Junge@state.mn.us or 651-234-7878.

Water Resources:
A MnDOT drainage permit will be required to ensure that current drainage rates to MnDOT right-of-way will not be increased. The drainage permit application, including the information below, should be submitted online to: https://dotapp7.dot.state.mn.us/OLPA

The following information must be submitted with the drainage permit application:

1) A grading plan showing existing and proposed contours.
2) Drainage area maps for the proposed project showing existing and proposed drainage areas. Any off-site areas that drain to the project area should also be included in the drainage area maps. The direction of flow for each drainage area must be indicated by arrows.
3) Drainage computations for pre and post construction conditions during the 2, 10, 50 and 100 year rain events.
4) Time of concentration calculations.
4) An electronic copy of any computer modeling used for the drainage computations.
5) See also the attached Drainage Permits Checklist for more information.

Once a drainage permit application is submitted, a thorough review will be completed and additional information may be requested. Please direct questions concerning drainage issues to Jason Swenson (651-234-7539) or Jason.Swenson@state.mn.us of MnDOT's Water Resources section.

Permits:
In addition to the drainage permit mentioned above, any use of, or work within or affecting, MnDOT right of way will require a permit.

Permits can be applied for at this site: https://olpa.dot.state.mn.us/OLPA/.

Please direct questions regarding permit requirements to Buck Craig of MnDOT's Metro Permits Section at 651-234-7911 or Buck.Craig@state.mn.us.

Review Submittal Options
MnDOT's goal is to complete reviews within 30 calendar days. Review materials received electronically can be processed more rapidly. Do not submit files via a cloud service or SharePoint link. In order of preference, review materials may be submitted as:

1. Email documents and plans in PDF format to metrodevreviews.dot@state.mn.us. Attachments may not exceed 20 megabytes per email. Documents can be zipped as well. If multiple emails are necessary, number each message.
2. PDF file(s) uploaded to MnDOT's external shared internet workspace site at: https://mft.dot.state.mn.us. Contact MnDOT Planning development review staff at metrodevreviews.dot@state.mn.us for uploading instructions, and send an email listing the file name(s) after the document(s) has/have been uploaded.
3. Mailed or hand delivered documents in PDF format on a flash drive or CD-ROM to:
   MnDOT – Metro District Planning Section
   Development Reviews Coordinator
   1500 West County Road B-2
   Roseville, MN 55113
4. Printed documents via mail or hand delivery to the address above. Include one set of full-size plans.

If you have any questions concerning this review, please contact me at (651) 234-7797.

Sincerely,

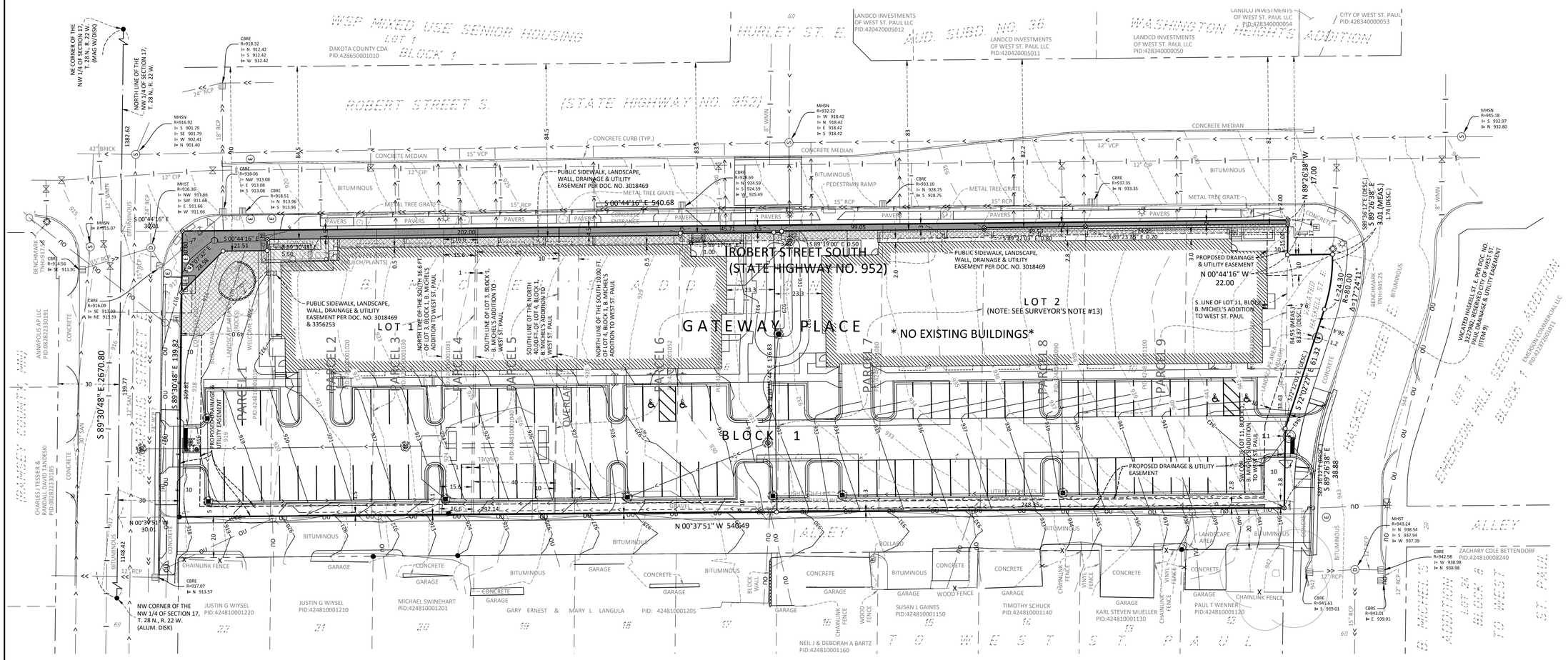
Cameron Muhic
Senior Planner

Copy sent via E-Mail:

Buck Craig, Permits
Chris Chatfield, Water Resources
Molly Kline, Area Engineer
Almin Ramic, Traffic
Casey Crisp, Surveys
Mackenzie Turner Bargen, Multimodal
Jason Junge, Transit
Russell Owen, Metropolitan Council
Lance Schowalter, Design
Jason Swenson, Water Resources
Mohamoud Mire, Area Coordinator
Natalie Ries, Noise
Benjamin Klismith, Right-of-Way
Jesse Thornsen, Multimodal
MnDOT ADA Office

GATEWAY PLACE

PRELIMINARY PLAT



Horizontal Datum: NAD 83 (1986 Adj.) Hennepin County Coordinate System

Vertical Datum: Assumed Datum In Feet

LEGEND

- 1/2 INCH IRON PIPE MONUMENT FOUND
- 1/2 INCH IRON PIPE MONUMENT TO BE SET UNLESS OTHERWISE NOTED
- MAG NAIL W/DISK MONUMENT TO BE SET & MARKED BY LIC. NO. 46166
- BENCH MARK
- ANCHOR
- BENCH
- CATCH BASIN
- COMMUNICATION PEDESTAL
- CURB STOP VALVE WATER
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- HAND HOLE
- HYDRANT
- IRRIGATION VALVE BOX
- LIGHT POLE
- SANITARY MANHOLE
- STORM MANHOLE
- TRAFFIC SIGN
- TRAFFIC SIGNAL POLE
- UTILITY POLE
- DECIDUOUS TREE
- BUSH
- WATER VALVE
- EASEMENT LINE
- FENCE LINE
- FIBER UNDERGROUND
- GAS UNDERGROUND
- INTERMEDIATE CONTOUR
- INDEX CONTOUR
- OVERHEAD UTILITY
- SANITARY SERVICE LINE
- SANITARY SEWER
- STORM SEWER
- WATER SERVICE LINE
- WATER SYSTEM

- PUBLIC SIDEWALK, LANDSCAPE, WALL, DRAINAGE AND UTILITY EASEMENTS PER DOC. NO. 3135753 & 3356253 (ITEM 6 & 10)
- PUBLIC SIDEWALK, LANDSCAPE, WALL, DRAINAGE AND UTILITY EASEMENTS PER DOC. NO. 3227984 (ITEM 7 & 10)
- STREET, SIDEWALK, LANDSCAPE, DRAINAGE AND UTILITY EASEMENTS PER DOC. NO. 3227985 (ITEM 8)
- PUBLIC SIDEWALK, LANDSCAPE, WALL, DRAINAGE AND UTILITY EASEMENTS PER DOC. NO. 3227985 (ITEM 8)

LEGAL DESCRIPTION

The following were provided in Old Republic National Title Insurance Company, Issued by its Agent, DCA Title, File Number 14-060257 RC, Third Supplemental, Commitment Date: January 3, 2018 at 7:30 a.m, Schedule A.

Parcel 1:
Lot 1, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 2:
Lot 2, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 3:
Lot 3, Block 1; except the South 16.6 feet, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 4:
The Northerly 15.6 feet of the Southerly 16.6 feet of Lot 3, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 5:
The South 1 foot of Lot 3, Block 1 and the North 40 feet of Lot 4, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 6:
The South 10 feet of Lot 4 and all of Lots 5 and 6, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 7:
Lots 7 and 8, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 8:
Lot 9, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 9:
Lots 10 and 11, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Together with
That part of Haskell Street as dedicated in the plat of B. Michel's Addition, according to the recorded plat thereof, Dakota County, Minnesota described as commencing at the southwest corner of Lot 11, Block 1, said B. Michel's Addition; thence South 89 degrees 36 minutes 12 seconds East, assumed bearing, along the south line of said Lot 11 a distance of 38.88 feet to the actual point of beginning; thence South 72 degrees 12 minutes 01 seconds East a distance of 61.32 feet; thence southeasterly 24.30 feet along a tangential curve concave to the north having a radius of 80.00 feet and a central angle of 17 degrees 24 minutes 11 seconds; thence South 89 degrees 36 minutes 12 seconds East, tangent to said curve, a distance of 1.74 feet to the intersection with the southerly extension of the west line of the East 17.00 feet of said Lot 11; thence Northerly along said southerly extension a distance of 22.00 feet to the south line of said Lot 11; thence westerly along said south line a distance of 83.87 feet to the point of beginning.

Abstract Property.

UTILITY AND SITE DATA

UTILITIES:
Underground utility lines and structures are shown in an approximate way only, according to information provided by others. A request that utilities be located for this survey was made through Gopher State One Call (Ticket No. 192613407 & 192613473). The underground utility lines and structures shown on this map represent the information provided to Bolton & Menk, Inc. as a result of that request. The surveyor does not guarantee that the information provided was either complete or accurate. The surveyor does not guarantee that there are no other underground utility lines and structures, active or abandoned, on or adjacent to the subject property.

ZONING CODE:

B-5 - Gateway North Mixed Use District

Building Setbacks:
Front: 10-40 feet
Rear Minimum: 20 feet
Side: 0 feet
Side adjacent to street: 10-30 feet

Parking Setbacks:
Rear: 10 feet
Side: 10 feet
Side adjacent to street: 10 feet

EXISTING AREA:
The subject property contains 76,937 sq. ft. (1.766 ac.)
(Note: 2,302 sq. ft. (0.053 ac.) lies within the Street, Sidewalk, Landscape, Drainage & Utility Easements per Doc. No. 3227985 (Item 8), which is to be dedicated to the public on the final plat)

PROPOSED AREAS:
Lot 1: 39,024 sq. ft. (0.896 ac.)
Lot 2: 35,611 sq. ft. (0.817 ac.)
Dedicated Right-of-Way (Street, Sidewalk, Landscape, Drainage & Utility Easements per Doc. No. 3227985 (Item 8): 2,302 sq. ft. (0.053 ac.)

NOTES CORRESPONDING TO SCHEDULE B EXCEPTIONS

The following were provided in Old Republic National Title Insurance Company, Issued by its Agent, DCA Title, File Number 14-060257 RC, Loan No. Revision No. 4, Commitment Date: March 22, 2020 at 7:30 a.m, Schedule B - Section II Exceptions. The Items referenced are followed by comments made by Bolton & Menk, Inc. addressing the Item and are referenced on survey map by item number.

Items, 1 & 2 and 11-14, Schedule B - Section II Exceptions are not addressed on this survey.

Item 3: Agreement for the Conveyance of Vacated Right-of-Way date June 2, 2014 and recorded July 7, 2014 as Document No. 3018468.
- The City of West St. Paul vacated part of the Haskell Street right-of-way per Document No. 3227982, recorded on December 14, 2017. The City conveyed the same vacated part of Haskell Street per Document No. 3227982 to the Dakota County Community Development Agency per Quit Claim Deed Document No. 3227983, recorded on December 14, 2017. Said vacated part of Haskell Street per Document No. 3227982 differs from the proposed vacation of Haskell Street right-of-way as depicted in "Exhibit E" per said Document No. 3018468. It is unknown to Bolton & Menk, Inc. why there is a difference. It appears the final vacation is per Document No. 3227982, therefore the proposed vacation of Haskell Street right-of-way as depicted in "Exhibit E" per said Document No. 3018468 is not shown.

- Permanent easement descriptions per said Document No. 3018468 are the same permanent easements descriptions conveyed per Doc. No. 3018469, which are graphically shown on this survey map.

- Temporary easements per Document No. 3018468 are not graphically shown on this survey map.

Item 4: Permanent Easement and Temporary Construction Easement dated June 2, 2014 and recorded July 7, 2014 as Document No. 3018469.
- Said Permanent Easement(s) are graphically shown on this survey map.
- Said Temporary Easement(s) are not graphically shown on this survey map.

Item 6: Temporary and Permanent Easements as shown in First Amended Findings of Fact, Conclusions of Law and Order Approving Petition and Transfer of Title and Possession recorded June 30, 2016 as Document No. 3135753.
- It is unknown to Bolton & Menk, Inc. if said Temporary and Permanent Easements vest in the City of West St. Paul (Note: See number 28 under the ORDER within said Document.). It is recommended that said Document be reviewed by an attorney or other title professional.

Item 7: Permanent Easement recorded as Document No. 3227984.
- Said easements are graphically shown on this survey map.

Item 8: Permanent Easement recorded as Document No. 3227985.
- Said easements are graphically shown on this survey map.

Item 9: Resolution vacating Street and reserving Easements recorded as Document No. 3227982.
- Said vacated street (Haskell Street) is graphically shown on this survey map. City reserves, unto itself and other utility providers, a permanent easement for drainage and utility purposes, over, across, under and through said vacated street area. (Note: See Doc. No. 3227982 for specific details, rights, etc.)
- Said vacated portion of Haskell Street per Doc. No. 3227982 was conveyed to Dakota County Community Development Agency per Quit Claim Deed Doc. No. 3227983.

Item 10: Final Certificate recorded as Document No. 3356253.
- Easements described in said Final Certificate are graphically shown on this survey map.

SURVEYOR'S NOTES

1. Orientation of the bearing system is based upon the north line of the Northwest Quarter of Section 17, Township 28 North, Range 22 West, Dakota County, Minnesota, which is assumed to bear South 89 degrees 30 minutes 48 seconds East.
2. The vertical datum is based upon the top nut of a hydrant (TNH) located in the northwest quadrant of Robert Street South and Haskell Street E. TNH Elevation = 945.25 feet.
3. Bolton & Menk, Inc. did not determine ownership of adjacent land.
4. The exterior building lines shown are of the building footprint as measured at ground level. The building foundation, which is not visible, may extend beyond the exterior building lines shown.
5. Subject property has constructed vehicular and pedestrian ingress and egress to/from Robert Street S. and public alley; and pedestrian ingress and egress to/from Annapolis Street and Haskell Street.
6. Bolton & Menk, Inc. did not observe evidence of current earth moving work, building construction or building additions.
7. Bolton & Menk, Inc. did not observe evidence of site use as a solid waste dump, sump or sanitary landfill.
9. The overlapping of the property descriptions for Parcels 5 and 6 results, primarily, from the width of Lot 4 being found to be less than is indicated on the plat.
10. Only those easement documents contained in Old Republic National Title Insurance Company, Issued by its Agent, DCA Title, File Number 14-060257 RC, Loan No. Revision No. 4, Commitment Date: March 22, 2020 at 7:30 a.m, Schedule B - Section II Exceptions, together with other easement documents, if any, provided to Bolton & Menk, Inc. by Dakota County Community Development Agency (Client) are graphically shown and/or are referenced on this survey map.
11. The size and type of sanitary and water services servicing the east side of the subject property is unknown to Bolton & Menk, Inc. The location of said services as graphically shown are approximate based on record drawings provided to Bolton & Menk, Inc. from the City of West St. Paul.
12. Existing conditions are shown per previous Certificate of Survey prepared by Bolton & Menk, Inc. data September 27, 2019 for Dakota County Community Development Agency. Field work was completed on September 26, 2019.
13. Proposed site, utility, grading, etc. improvements are graphically shown per information provided to Bolton & Menk, Inc. by LHB, Inc. For details, refer to approved site plans prepared by LHB, Inc. Phase 1 is located on proposed Lot 1. Phase 2 is located on proposed Lot 2. It is Bolton & Menk, Inc.'s understanding that Phase 1 has been fully approved. Proposed improvements graphically shown on said Phase 2 are subject to future change.

SURVEYOR'S 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.

Eric R. Wilfahrt
License Number 46166

6/26/2020
Date

REVISED: PROPOSED IMPROVEMENTS, NOTES, LOTS, AREAS & EASEMENT 6/26/2020

OWNER/SUBDIVIDER
Dakota County CDA
1228 Town Centre Drive
Eagan, MN 55123

DESIGNER/ARCHITECT
LHB, Inc. Corp
701 Washington Avenue North,
Suite 200, Minneapolis, MN 55401

SURVEYOR
Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337-1649

GATEWAY PLACE PRELIMINARY PLAT
895 ROBERT STREET WEST ST. PAUL, MN

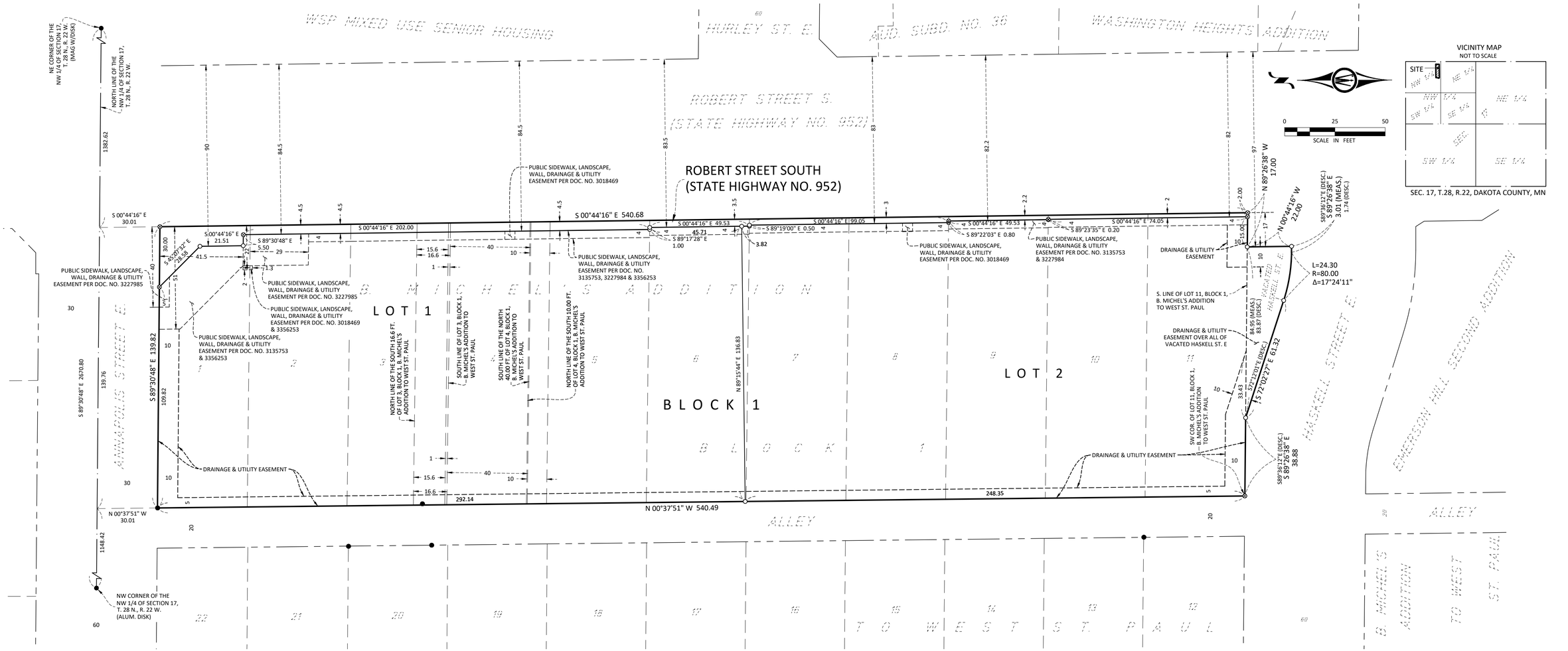
BOLTON & MENK
12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
(952) 890-0509

LOTS 1-11, BLOCK 1,
B. MICHEL'S ADDITION TO WEST ST. PAUL
& PART OF VACATED HASKELL ST. E.
DAKOTA COUNTY, MN

FOR: DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

©Bolton & Menk, Inc. 2020, All Rights Reserved

GATEWAY PLACE



KNOW ALL PERSONS BY THESE PRESENTS: That Dakoata County Community Development Agency, a public body corporate and politic, owner of the following described property situated in the County of Dakota, State of Minnesota:

Parcel 1:
Lot 1, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 2:
Lot 2, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 3:
Lot 3, Block 1; except the South 16.6 feet, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 4:
The Northerly 15.6 feet of the Southerly 16.6 feet of Lot 3, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 5:
The South 1 foot of Lot 3, Block 1 and the North 40 feet of Lot 4, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 6:
The South 10 feet of Lot 4 and all of Lots 5 and 6, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 7:
Lots 7 and 8, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 8:
Lot 9, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 9:
Lots 10 and 11, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Together with
That part of Haskell Street as dedicated in the plat of B. Michel's Addition, according to the recorded plat thereof, Dakota County, Minnesota described as commencing at the southwest corner of Lot 11, Block 1, said B. Michel's Addition; thence South 89 degrees 36 minutes 12 seconds East, assumed bearing, along the south line of said Lot 11 a distance of 38.88 feet to the actual point of beginning; thence South 72 degrees 12 minutes 01 seconds East a distance of 61.32 feet; thence southeasterly 24.30 feet along a tangential curve concave to the north having a radius of 80.00 feet and a central angle of 17 degrees 24 minutes 11 seconds; thence South 89 degrees 36 minutes 12 seconds East, tangent to said curve, a distance of 1.74 feet to the intersection with the southerly extension of the west line of the East 17.00 feet of said Lot 11; thence Northerly along said southerly extension a distance of 22.00 feet to the south line of said Lot 11; thence westerly along said south line a distance of 83.87 feet to the point of beginning.

Abstract Property.

Has caused the same to be surveyed and platted as GATEWAY PLACE and does hereby dedicate to the public for public use the public way and drainage and utility easements as created by this plat.

In witness whereof said Dakota County Community Development Agency, has caused these presents to be signed by its proper officers this ___ day of _____, 20_____.

Dakota County Community Development Agency

By:_____, its Executive Director

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, its Executive Director of Dakota County Community Development Agency, a public body corporate and politic, organized under the laws of the State of Minnesota.

By: _____

Printed Name: _____

Notary Public, _____ County, Minnesota

My Commission Expires: _____

SURVEYOR'S CERTIFICATE

I, Eric R. Wilfahrt, 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___.

_____
Eric R. Wilfahrt, Licensed Land Surveyor
Minnesota License No. 46166

STATE OF MINNESOTA
COUNTY OF _____

This foregoing instrument was acknowledged before me on this ___day of _____ 20____, by Eric R. Wilfahrt, Licensed Land Surveyor.

By: _____

Printed Name: _____

Notary Public, _____ County, Minnesota

My Commission Expires: _____

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

This plat of GATEWAY PLACE was approved and accepted by the City Council of the City of West St. Paul, Minnesota at a regular meeting thereof held this _____ day of_____ 20____ and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subs. 2.

City Council, City of West St. Paul, Minnesota

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____.

By: _____
Todd B. Tollefson, Dakota County Surveyor

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

Pursuant to Minnesota Statues, Section 505.021, Subd 9, taxes payable in the year 20__ on the land hereinbefore described have been paid. Also pursuant to Minnesota statues, Section 272.12, there are no delinquent taxes and transfers entered this _____ day of_____ 20____.

By:_____
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 GATEWAY PLACE was filed in the office of the County Recorder for public record on _____ day of_____ 20____, at _____ o'clock ___.M., and was duly filed in Book _____ of Plats, Page _____ as Document Number _____.

By: _____
Amy K. Koethe, County Recorder

Orientation of the bearing system is based upon the north line of the Northwest Quarter of Section 17, Township 28 North, Range 22 West, Dakota County, Minnesota, which is assumed to bear South 89 degrees 30 minutes 48 seconds East.

LEGEND

- ● 1/2" IRON PIPE MONUMENT FOUND UNLESS OTHERWISE NOTED
- ○ 1/2" IRON PIPE MONUMENT SET & CAPPED BY MINNESOTA LICENSE NO. 41466
- ⊗ MAG NAIL W/DISK MONUMENT SET & MARKED BY MINNESOTA LICENSE NO. 41466

THIS PLAT PREPARED BY BOLTON & MENK, INC.

H:\DACOCDA_CO_MN\T12119827\CAD\C3D\119827_V_FINAL PLAT_R1.dwg 6/26/2020 9:52 AM

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR TWO LOTS AT THE SOUTHWEST CORNER OF ROBERT STREET AND ANNAPOLIS STREET – DAKOTA COUNTY CDA

WHEREAS, the Dakota County Community Development Agency ("Dakota County CDA") has applied for a preliminary and final plat to develop a subdivision named Gateway Place, which consists of two lots and is located at the southwest corner of Robert Street and Annapolis Street. The subdivision will be located on real property in Dakota County, Minnesota, legally described as follows:

Parcel 1:
Lot 1, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 2:
Lot 2, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 3:
Lot 3, Block 1; except the South 16.6 feet, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 4:
The Northerly 15.6 feet of the Southerly 16.6 feet of Lot 3, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 5:
The South 1 foot of Lot 3, Block 1 and the North 40 feet of Lot 4, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 6:
The South 10 feet of Lot 4 and all of Lots 5 and 6, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 7:
Lots 7 and 8, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 8:
Lot 9, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Parcel 9:
Lots 10 and 11, Block 1, B. Michel's Addition to West St. Paul, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Together with
That part of Haskell Street as dedicated in the plat of B. Michel's Addition, according to the recorded plat thereof, Dakota County, Minnesota described as commencing at the southwest corner of Lot 11, Block 1, said B. Michel's Addition; thence South 89 degrees 36 minutes 12 seconds East, assumed bearing, along the south line of said Lot 11 a distance of 38.88 feet to the actual point of beginning; thence South 72 degrees 12 minutes 01 seconds East a distance of 61.32 feet; thence southeasterly 24.30 feet along a tangential curve concave to the north having a radius of 80.00 feet and a central angle of 17 degrees 24 minutes 11 seconds; thence South 89 degrees 36 minutes 12 seconds East, tangent to said curve, a distance of 1.74 feet to the intersection with the southerly extension of the west line of the East 17.00 feet of said Lot 11; thence Northerly along said southerly extension a distance of 22.00 feet to the south line of said Lot 11; thence westerly along said south line a distance of 83.87 feet to the point of beginning.

Abstract Property; and

WHEREAS, a public hearing concerning the preliminary and final plat was held before the West St. Paul Planning Commission on July 21, 2020; and

WHEREAS, a public hearing concerning the preliminary and final plat was held before the West St. Paul City Council on July 27, 2020; and

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

NOW, THEREFORE, BE IT RESOLVED, that the West St. Paul City Council hereby approves the preliminary and final plat application filed by Kari Gill on behalf of the Dakota County CDA for a subdivision plat named Gateway Place. This final plat consists of two lots and is located at the southwest corner of Robert Street and Annapolis Street and is legally described above. Approval of this preliminary and final plat is subject to the submitted plans and following conditions:

1. The final plat shall be recorded within one year of approval and prior to application of a building permit, and

2. The applicant shall address the items outlined in the Minnesota Department of Transportation memo dated July 15, 2020.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 27th day of July, 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**

Jim Hartshorn, Comm. Dev. Dir.

From: **Melissa Sonnek, City Planner**

Date: **July 27, 2020**

CUP, Site Plan, Rezoning, and Plat for 1201 Robert St #50 and 100 Signal Hills Ave

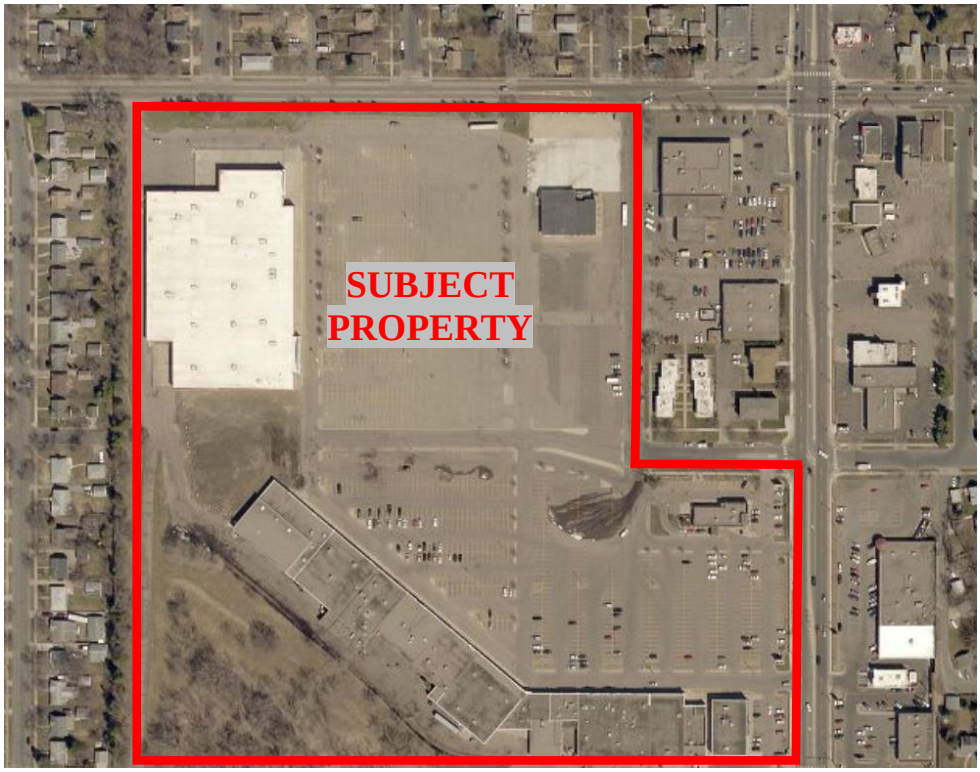
BACKGROUND INFORMATION:

Dominium Development and Acquisitions is requesting the review of multiple applications for the redevelopment of the K-Mart and Signal Bank on the northern portion of the Signal Hills mall campus.

Applications for Review:

- Conditional Use Permit – Structures above 35ft in height & Structures with 16+ dwelling units
- Site Plan – Construction of two apartment buildings (senior – 247 units and family 146 units)
- Rezoning from B4 – Shopping Center to PMD – Planned Mixed-Use Development, with R4-Multi-Family Residential and B4 – Shopping Center underlying zoning
- Preliminary and Final Plat – creation of three lots, dedicated right of way and easements

The proposal includes the demolition of the existing K-Mart and Signal Bank buildings, for two apartment buildings totaling to 393 units.



Family Building
The western four-story building will contain 146 units that would be non-age restricted. This building would be a mix of one, two, and three bedroom units. The western building will contain amenities such as a community/party room with a kitchen, an indoor children play room, a fitness center, an outdoor patio with seating, a pool, a bocce ball/bags court, shared dog park, and outdoor playground.

Senior Building
The eastern five-story building will contain 247 units that will be restricted to ages 55+. This building will also be a mix of one, two, and three bedroom units. The senior building will contain similar indoor amenities such as the communal party room and fitness center, but instead of a child play area, it will have a salon, card playing/craft room, movie theater, and salon. The outdoor area will have a smaller court yard area more suitable for walking and bench seating as well as a shared dog park.

For detailed information on the proposed project, please refer to the attached Planning Commission report.

Attachments:
Applications/Public Notice
Planning Commission Report
Environmental Commission, WSB Engineering, WSP Engineering, Dakota Co, and MnDot Memos
Letters from Residents
Traffic Study
Submitted Plans
Resolutions

PLANNING COMMISSION/PLUBLIC HEARING:

The Planning Commission met in regular session on July 21, 2020 and held a public hearing. A number of residents attended the meeting or called in to voice their opinions and concerns about the project.

A brief list of items discussed by both the public and the Planning Commission include:

1) Increase in traffic/safety concerns – particularly at the Butler and Robert intersection and children walking to and from nearby schools,
2) Realignment of Livingston Avenue and the affects to adjacent property owners and traffic,
3) Options for less parking, specifically on the western "family" building,
4) Options to make the project more environmentally friendly – green-roof vs. white-roof,
5) Screening and landscaping - especially along west property line,
6) Site amenities, security, and design/layout – possibilities to partner with the City/community to host public events, and
7) Pedestrian and public transportation options – Metro Transit has 10 bus stops adjacent to the site (see bottom of page 6 of Planning Commission memo) that serve three bus routes. Upon completion of the project, City Staff will reach out to Metro Transit to facilitate a review of the existing shelters.

PLANNING COMMISSION VOTE:

1) Conditional Use Permit – Planning Commission voted 7-0 to recommend approval subject to the conditions recommended by City Staff as listed below.

2) Site Plan - Planning Commission voted 7-0 to recommend approval subject to the listed conditions below (conditions 13-23 were added by the Planning Commission).

3) Rezoning from B4 to PMD - Planning Commission voted 7-0 to recommend approval subject to the conditions recommended by City Staff as listed below.

4) Preliminary/Final Plat – Planning Commission voted 7-0 to recommend approval subject to the conditions recommended by City Staff as listed below.

STAFF RECOMMENDATION:

Staff recommends that the Council hold the public hearing and approve the CUP, site plan, preliminary/final plat, and the first reading of the proposed rezoning.

Staff recommends APPROVAL of the CONDITIONAL USE PERMIT to allow structures above 35 ft. in height and structures with 16+ dwelling units in a R4 – Multiple Family Residential District subject to the following condition:

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

Staff recommends APPROVAL of the SITE PLAN to allow for the construction of two apartment buildings at 1201 Robert St. #50 and 100 Signal Hills Ave. subject to the submitted plans and the following conditions (Items 13-23 were added by the Planning Commission)**:**

1. Council approval of the corresponding conditional use permit, rezoning 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. The applicant shall ensure that any/all screening complies with section 153.032 (E)4 of the zoning ordinance,
5. The applicant shall ensure that an irrigation plan is submitted upon application of a building permit,
6. The applicant shall ensure that all siding be factory painted rather than field painted,
7. All signage must comply with section 153 of the zoning ordinance,
8. The applicant shall consider the recommendations of the Environmental Committee per the attached memo dated July 15, 2020,
9. The applicant shall consider the recommendations outlined in the West St. Paul Engineering memo dated July 9, 2020,
10. The applicant shall adhere to/address all items outlined in the WSB Engineering memo dated July 14, 2020,
11. The applicant shall adhere to the items outlined in the Dakota County Plat Commission memo dated July 9, 2020,
12. The applicant shall adhere to the items outlined in the MNDot memo dated July 15, 2020,

13. The applicant shall connect all internal sidewalks to the existing sidewalks and surrounding streets, specifically Butler Avenue and Livingston Avenue as well as the Signal Hills Shopping Center,
14. The applicant shall incorporate designated pedestrian crosswalk areas within the site and work with City Staff to create an east-west pedestrian crossing across Livingston Avenue at the northeast corner of the site to connect to the adjacent businesses,
15. The applicant shall work with City Staff to provide a more clear description of the possible re-alignment of Livingston Avenue, additionally, if said re-alignment is formalized, the Planning Commission requests that the City Council allow the Commission an additional review of the site plan,
16. The applicant shall maintain all mature trees as well as install a maintenance free privacy fence along the western property line area to ensure as much privacy and screening as possible,
17. The applicant shall add traffic control signage (stop or yield sign) to the four-way intersection just south of the Butler Avenue access,
18. The applicant shall partner with Metro Transit to explore options for improved public transit options surrounding the site, such as an improved shelter and/or trash/recycling receptacles,
19. The applicant shall install a new fence along the northern property line along Butler Avenue,
20. The applicant shall work with City Staff to explore the option of reducing parking, particularly for the family (west) building, to offer additional landscaping and/or amenities, while still offering proof-of-parking if needed in the future,
21. Recommend that the applicant close the western access to Butler Avenue at the northwest corner of the site,
22. The applicant shall incorporate outdoor bike racks on site, and
23. The applicant shall work with City Staff to ensure the property and associated landscaping along the western side is maintained.

Staff recommends APPROVAL of the REZONING of 1201 Robert St. and 100 Signal Hills Ave. from B4 – Shopping Center to PMD, Planned Mixed-Use Development with R4 – Multi-Family and B4 – Shopping Center underlying zoning subject to the following condition:

1. Council approval of the corresponding Conditional Use Permit, Site Plan, and Plat applications.

Staff recommends APPROVAL of the PRELIMINARY/FINAL PLAT for 1201 Robert St. and 100 Signal Hills Ave. subject to the submitted plat drawings and the following conditions:

1. Council approval of the corresponding conditional use permit, site plan, and rezoning applications,
2. The applicant shall revise the final plat per the recommendations outlined in the attached memos from the West St. Paul Engineering, Dakota County Plat Commission and MNDot,
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

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: $675

Office Use Only
Case No: 20-07
Date Received: 06/26/2020
Receipt #
60 Day Date: 08/25/2020

Street Address of Parcel: 50 Signal Hills Center West St. Paul, MN 55118

Name of Applicant: Dominium Development and Acquisitions, LLC
Phone # 763-354-5638
Address of Applicant: 2905 Northwest Blvd, Suite 150 Plymouth, MN 55441
Email: Nandersen@dominiuminc.com

Name of Owner: RPS Legacy Desoto, LLC
Phone # 651-587-4030
Address of Owner: 2935 County Drive, Suite 100, Little Canada, MN 55117
Email: david@rpslegacy.com

Legal/PID # 420170055060, 420170055051 & 420170050012

Present Zoning: B-4 Shopping Center

Proposed Use of Parcel: The proposed use is for 393 units of Family and Senior Housing

Zoning Section Authorizing CUP: 153.126 (B) - Structures over 3 stories in height and 153.126 (D) - 16+ Dwelling Units

What will be the effect of the proposed use on the health, safety, and welfare of the occupants of the surrounding parcels? The Signal Hills Family and Senior building will create safe housing for all residents.

What will be the effect on existing and anticipated traffic conditions, including parking facilities and adjacent streets? There will be aboveground and underground parking on-site. Spack Consulting concluded that the magnitude of new trips generated at any one intersection did not raise any significant concern, and the project is not expected to change overall traffic flow or operations.

What will be the effect of the proposed use on the Comprehensive Plan? The proposed use conforms with the 2040 Comprehensive Plan

EXHIBITS REQUIRED

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

B. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 paper copies in sets and folded plans, showing application information as follows:

a. Proposed and existing topography and drainage.

b. A complete plan prepared and signed by a registered Civil Engineer, Architect, and/or Landscape Architect showing:

i. The parking layout, access provisions, structure locations, landscaping, drainage, trees, and shrubbery including types, 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) — Phone Number: 651.484.0070

Signature of Applicant (If different) — Phone Number: 763-354-5638

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

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651-552-4100
FAX 651-552-4190
www.wspmn.gov

SITE PLAN APPLICATION

Filing Fee: $275.00

Escrow Amount: $1,300.00

Total Fees: $ 1575

OFFICE USE ONLY

Case No: 20-07

Date Received: 06/26/2020

Receipt No: 2020-0882

60 Day Date: 08/25/2020

Street Address of Parcel: 50 Signal Hills Center West St. Paul, MN 55118

Name of Applicant: Dominium Development and Acquisitions, LLC

Phone # 763-354-5638

Address of Applicant: 2905 Northwest Blvd Suite 150 Plymouth, MN 55441

Email: nandersen@dominiuminc.com

Name of Owner: RPS Legacy Desoto, LLC

Phone # 651-587-4020

Address of Owner: 2935 County Drive, Suite 100

Email: david@rpslegacy.com

SITE INFORMATION

Legal/PID # of the Property Involved: 420170055060, 420170055051 & 420170050012

Present Zoning: B-4 Shopping Center

Proposed Use of Parcel: The proposed use is for 393 units of Family and Senior Housing

What will be the effect(s) on existing and anticipated traffic conditions, including parking facilities on adjacent streets: The proposed use will have enough parking so all residents will be able to park on site. A traffic study was conducted, and the new use will have a minimal impact on traffic compared to the existing shopping center and bank when they were occupied.

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.

Signature of Owner (Required)	651.484.0070 Phone Number
Signature of Applicant (If different)	763-354-5638 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.

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REZONING/TEXT AMENDMENT APPLICATION

Filing Fee: $325

Escrow Amount: $800

Total Fees: $1,125

OFFICE USE ONLY

Case No: 20-07

Date Received: 06/26/2020

Receipt No: 2020-0882

60 Day Date: 08/25/2020

Street Address of Property: 50 Signal Hills Center West St. Paul, MN 55118

Name of Applicant: Dominium Development and Acquisitions, LLC

Address of Applicant: 2905 Northwest Blvd Suite 150 Plymouth, MN 55441

Phone # 763-354-5638

Email: nandersen@dominiuminc.com

Name of Owner: RPS Legacy Desoto, LLC

Address of Owner: 2935 County Drive, Suite 100 Little Canada, MN 55117

Phone # 651-587-4030

Email: david@rpslegacy.com

Legal/PID # 420170055060, 420170055051 & 420170050012

Present Zoning: B-4 Shopping Center

Present Use: Shopping Center

Proposed Zoning: PMD with B4 + R4

Proposed Use: Multifamily / Commercial

What changed or changing condition(s) made the passage of this amendment necessary?
The existing site has a vacant shopping center and bank building.

What is the effect of the proposed amendment?
The proposed zoning will allow for 393 units of housing

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

What other circumstances justify the amendment? The 2040 comprehensive plan guides the property for mixed-use which allows for multi-family development with densities of 20-40 units per acre.

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.

Judy Seibel	651-484-0070
Signature of Owner (Required)	Phone Number
	763-354-5638
Signature of Applicant (If different)	Phone Number

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

FEES

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

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PLATTING APPLICATION

Filing Fee: $275 + $2 each lot

Escrow Amount: $600 (1-2 lots)

$1,600 (3 or more lots)

Total Fees: $ 1,600 + $275 + $6 = $1,881

OFFICE USE ONLY

Case No: 20-07

Date Received: 06/26/2020

Receipt No: 2020-0882

60 Day Date: 08/25/2020

CONTACT INFORMATION

Name of Applicant: Dominium Development and Acquisitions, LLC

Phone # 763-354-5654

Address of Applicant: 2905 Northwest Blvd Suite 150
Plymouth, MN 55441

Email: eric.omdahl@Dominiuminc.com

Name of Owner: RPSLegacyDesoto, LLC

Phone # 651-587-4030

Address of Owner: 2935 County Drive, Suite 100
Little Canada, MN 55117

Email: david@rpslegacy.com

Name of Surveyor: Loucks

Phone # 763.496.6762

Address of Surveyor: 7200 Hemlock Lane Suite 300
Maple Grove, MN 55369

Email: Mstanislowski@loucksinc.com

Name of Engineer: Loucks

Phone # 763.496.6751

Address of Engineer: 7200 Hemlock Lane Suite 300
Maple Grove, MN 55369

Email: strebesch@loucksinc.com

PLAT INFORMATION

Legal/PID # of the Property Involved: 420170055060, 420170055051 & 420170050012

Total Acreage: 29.00

Proposed Number of Lots: 3

Proposed Name of Plat: WSP LEASED HOUSING

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.

Judy Seibel	651.484.0070
Signature of Owner (Required)	Phone Number
	763-354-5638
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.

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, July 21, 2020 at 6:30 pm and a Public Hearing at the City Council Meeting Monday, July 27, 2020 at 6:30 p.m.:

> **PC Case 20-07 – Multiple applications for the construction of two apartment buildings totaling to 393 units at 1201 Robert St. #50 (K-Mart Site) and 100 Signal Hills Ave (Signal Bank Site) – Dominium Development**

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: July 12, 2020
St. Paul Pioneer Press

Posted: July 7, 2020
Municipal Center

CITY OF WEST ST. PAUL

Planning Commission Report

To: **Planning Commission**

From: **Melissa Sonnek, City Planner**

Date: **July 21, 2020**

CUP, Site Plan, Rezoning, and Plat for 1201 Robert St #50 and 100 Signal Hills Ave

REQUEST:

Dominium Development and Acquisitions is requesting the review of multiple applications for the redevelopment of the K-Mart and Signal Bank on the northern portion of the Signal Hills mall campus. The proposed redevelopment includes two apartment buildings, one senior (55+ age restriction) building and one family (non-age restricted) building totaling to 393 units.

Applications for Review:

- Conditional Use Permit – Structures above 35ft in height & Structures with 16+ dwelling units
- Site Plan – Construction of two apartment buildings (senior – 247 units and family 146 units)
- Rezoning from B4 – Shopping Center to PMD – Planned Mixed-Use Development, with R4- Multi-Family Residential and B4 – Shopping Center underlying zoning
- Preliminary and Final Plat – creation of three lots, dedicated right of way and easements

Attachments:

Applications/narrative/notice
Memos from Environmental Comm., WSP and WSB Engineering, Dakota Co, Plat Commission, and MnDot
Traffic study and submitted plans

CURRENT USES AND ZONING:

	Use	Zoning
Subject Property	Big Box Retail & Bank	B4 – Shopping Center
Properties to North	Single Family Homes	R1 Single Family
Properties to East	Condos & Retail/Auto	R4 – Multi Family & B3- Gen. Business
Properties to South	Signal Hills Shopping Mall	B4 – Shopping Center
Properties to West	Single Family Homes	R1 - Single Family

Proposal

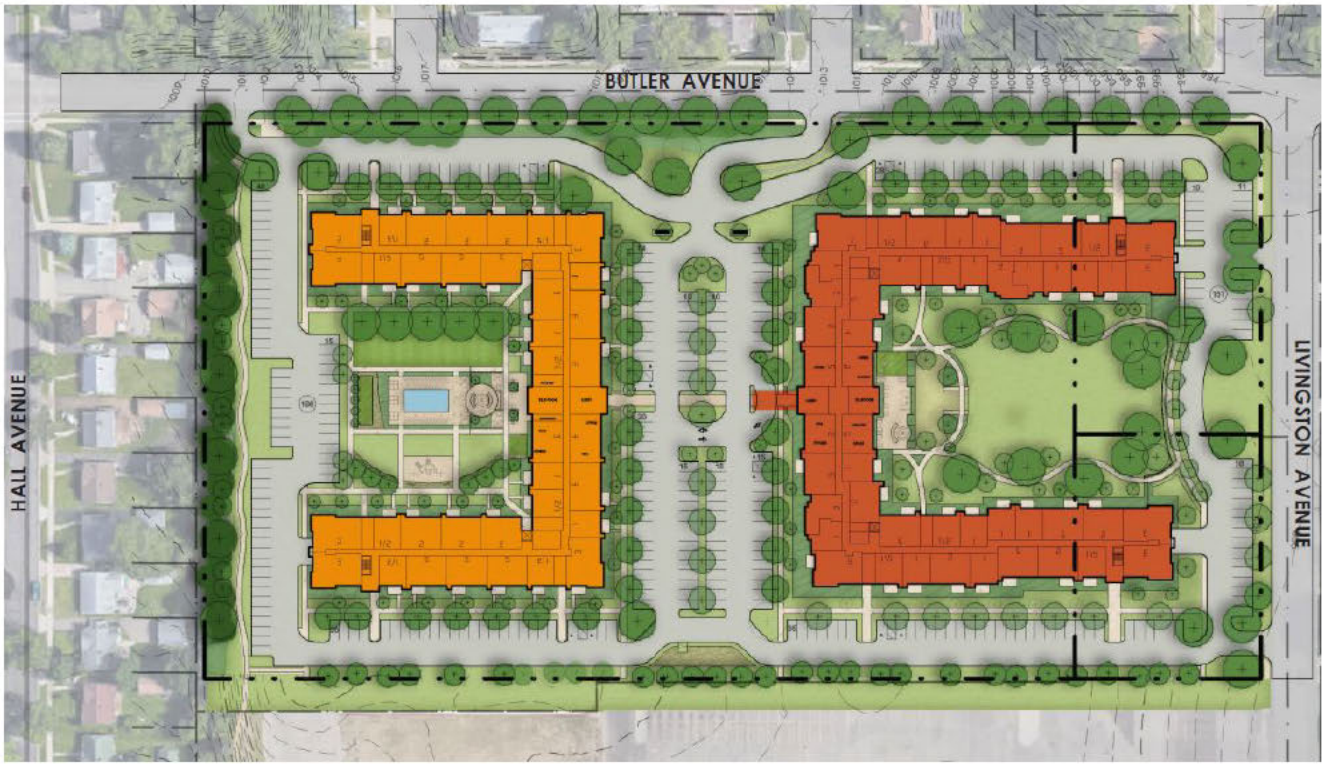
The proposal includes the demolition of the existing K-Mart and Signal Bank buildings, for two apartment buildings totaling to 393 units.

Family Building

The western four-story building will contain 146 units that would be non-age restricted. This building would be a mix of one, two, and three bedroom units, offering 293 (166 surface & 127 underground) parking stalls (2:1 parking ratio). The western building will contain amenities such as a community/party room with a kitchen, an indoor children play room, a fitness center, an outdoor patio with seating, a pool, a bocce ball/bags court, shared dog park, and outdoor playground.

Senior Building

The eastern five-story building will contain 247 units that will be restricted to ages 55+. This building will also be a mix of one, two, and three bedroom units with a total of 301 (151 surface stalls & 150 underground) parking stalls (1.22:1parking ratio). The senior building will contain similar indoor amenities such as the communal party room and fitness center, but instead of a child play area, it will have a salon, card playing/craft room, movie theater, and salon. The outdoor area will have a smaller court yard area more suitable for walking and bench seating as well as a shared dog park.

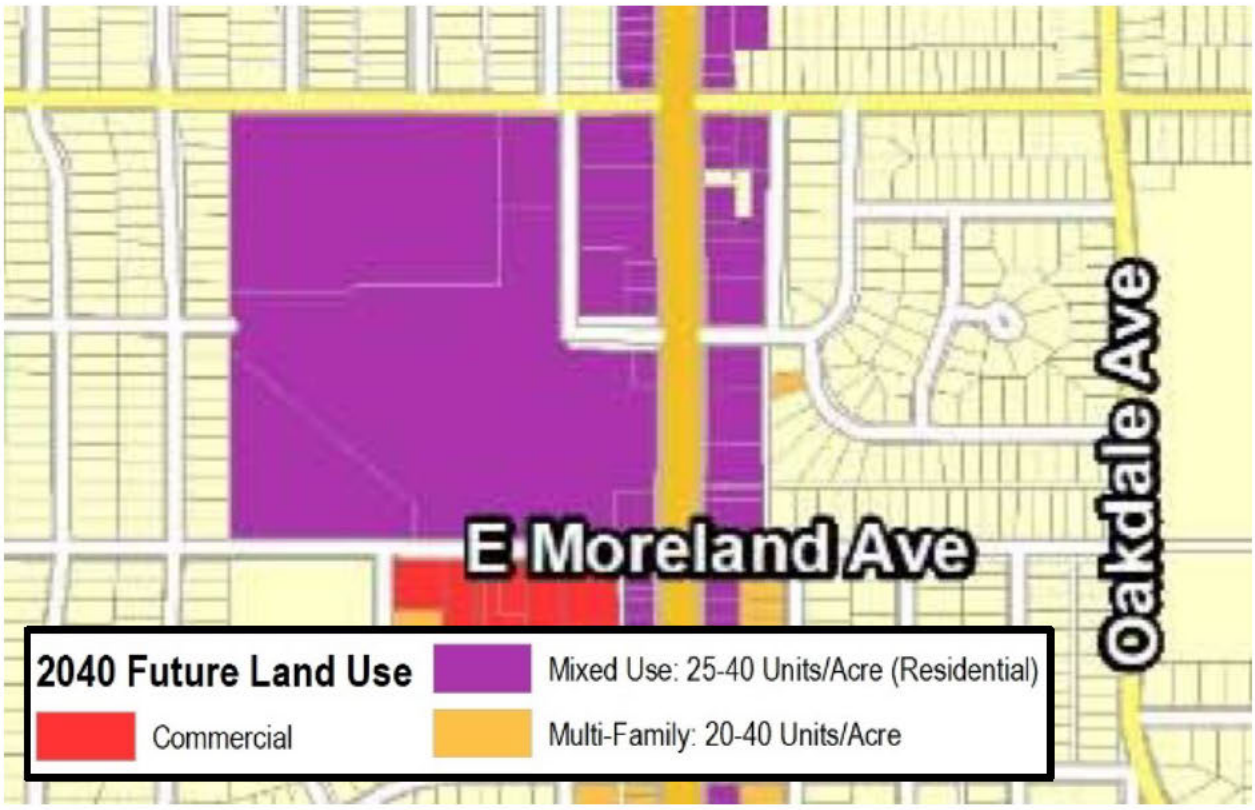


1) CONDITIONAL USE PERMIT ANALYSIS:

Within the R4 – Multi-family Residential district, both buildings measuring higher than 35 ft. and containing 16+ units are conditional uses.

Long Term Planning Document Review

The 2040 Comprehensive plan designated the Signal Hills area to likely redevelop by 2030 as mixed use with 20-40 units per acre (see image below – Pg. 13 of 2040 Comp Plan). As this project proposes roughly 35units per acre, both density and use align with the 2040 Comprehensive Plan.



Multi-Family Demand

According to the recently completed (March 2020) Housing Study for Dakota County, affordable housing remains increasingly difficult to find. Despite the development of 3,900 new rental units throughout the County between 2014 and 2018, the waitlist for affordable housing units in 2019 contained over 1,400 names and vacancy rates remain around 1.8% (5% is considered a healthy market).

Proximity to Amenities

This site offers close proximity to several retail and restaurant options within walking distance, as well as multiple bus routes along Butler, Livingston, and Robert St.

2) SITE PLAN ANALYSIS:

Setbacks

Building

The proposed site plan complies with all building setbacks as detailed by the code.

	Code Setbacks	**Proposed Setbacks** Family (west) Building	**Proposed Setbacks** Senior (east) Building
Front *(Butler Ave)*	50/53 ft. 50 +1 ft./each ft. over 50ft.	75 ft.	75 ft.
Rear	40/41.5 ft. 40 +1/2 ft./each ft. over 50ft.	50 ft.	70 ft.
Side *Abutting Corner*	40/41.5 ft. 40 +1/2 ft./each ft. over 50ft.	N/A	85 ft.
Side (West) *Abutting Residential*	40/41.5 ft. 40 +1/2 ft./each ft. over 50ft.	50 ft.	N/A

Parking

The proposed site plan complies with parking setbacks as detailed by the code, unless noted by the *.

	Code Setbacks	**Proposed Setbacks** Family (west) Building	**Proposed Setbacks** Senior (east) Building
Front *(Butler Ave)*	20 ft.	*12 ft.**	*10 ft.**
Rear	10 ft.	12 ft.	10 ft.
Side *Abutting Corner*	20 ft.	N/A	*2.3 ft.**
Side (West) *Abutting Residential*	20 ft.	50 ft.	N/A

**Note – parking setbacks were increased to allow for full drive aisle width and parking stall depths.*

Parking Counts

Family Building

Both buildings will offer both surface and underground parking options. The family building (west) will offer a total of 293 parking stalls, 127 underground and 166 surface stalls. Code requires a 2:1 parking ratio, meaning two parking stalls for each unit. This site is actually exceeding the code requirements, calculating to just over 2 stalls per unit.

Senior Building

The senior building (east) will offer a total of 301 stalls, 150 underground and 151 surface stalls. This site falls below the 2:1 parking requirement; however, it is typical to see lower parking counts for senior apartments. This in combination with the fact that there are several public transit options close to this site, allows the site to function appropriately with a lower parking count.

For example, the Dakota (900 Robert St.) has roughly the same parking ratio 1.20:1. The Winslow (Darts – 1631 Marthaler Ln) has a ratio of 1.4:1. Both of these are affordable independent senior projects that have been approved.

Drive Aisle and Parking Stall Dimensions

Drive aisles and parking stall widths are consistent with code requirements throughout the site. Similarly, the majority of the site's parking stall depths comply with the code minimum of 20 ft. With the exception of the two parking rows in the center of the site, these two rows measure 18ft in depth.

The City has previously approved parking stalls with a 18ft depth as the average car today compared to when the code was written has become much smaller.

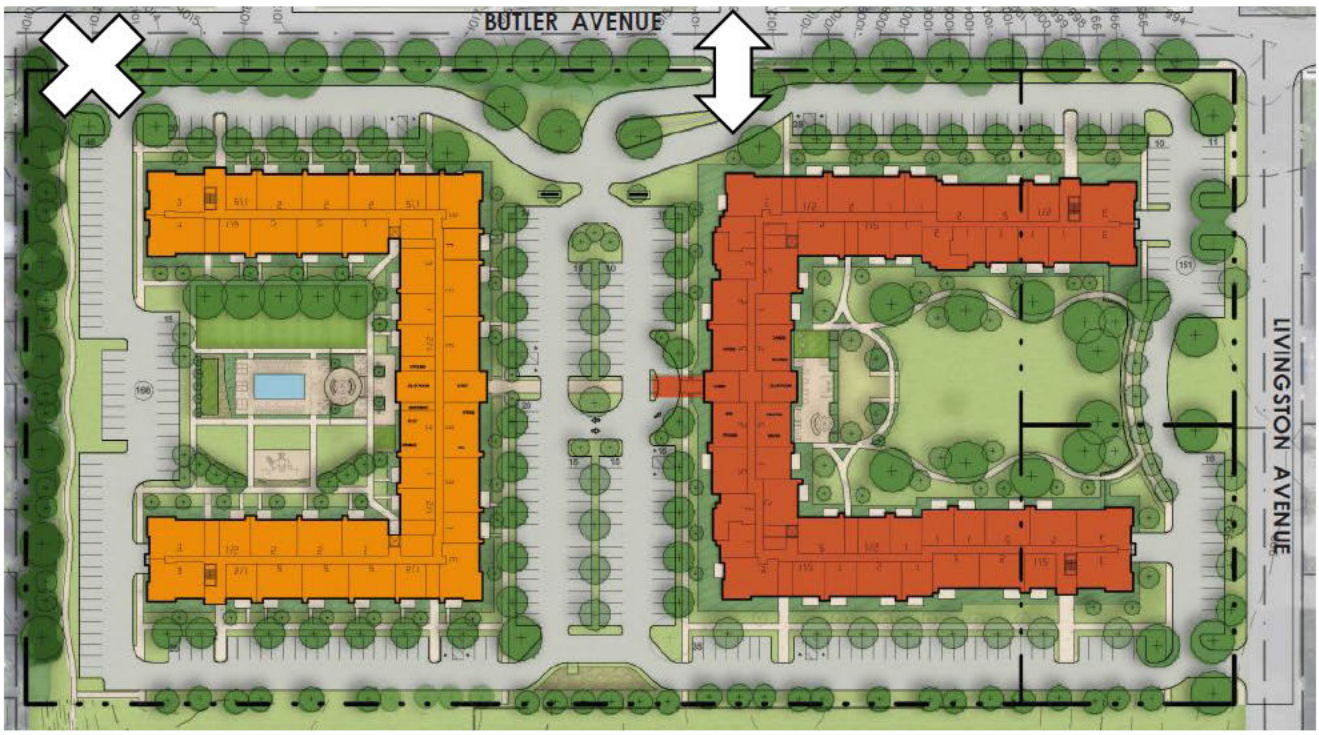
Curbing
The existing parking lot includes B612 curbing as required by code.

Traffic Study
Due to the change in use and to ensure the success of the project, the applicant conducted a traffic study in the fall of 2019. In short, the traffic study concluded that for this setting, the multi-family residential use would create less traffic than a big box retail store (K-Mart) would (see table below for data specifics for this site).

	Daily Trips (Entering)	**Daily Trips** (Exiting)	**Total Trips**
Existing Use (Big Box Retail)	2,358	2,358	4,716
Proposed Use (Multi-Family Res.)	695	695	1,390
Change in Trips Generated	-1,663	-1,663	-3,326

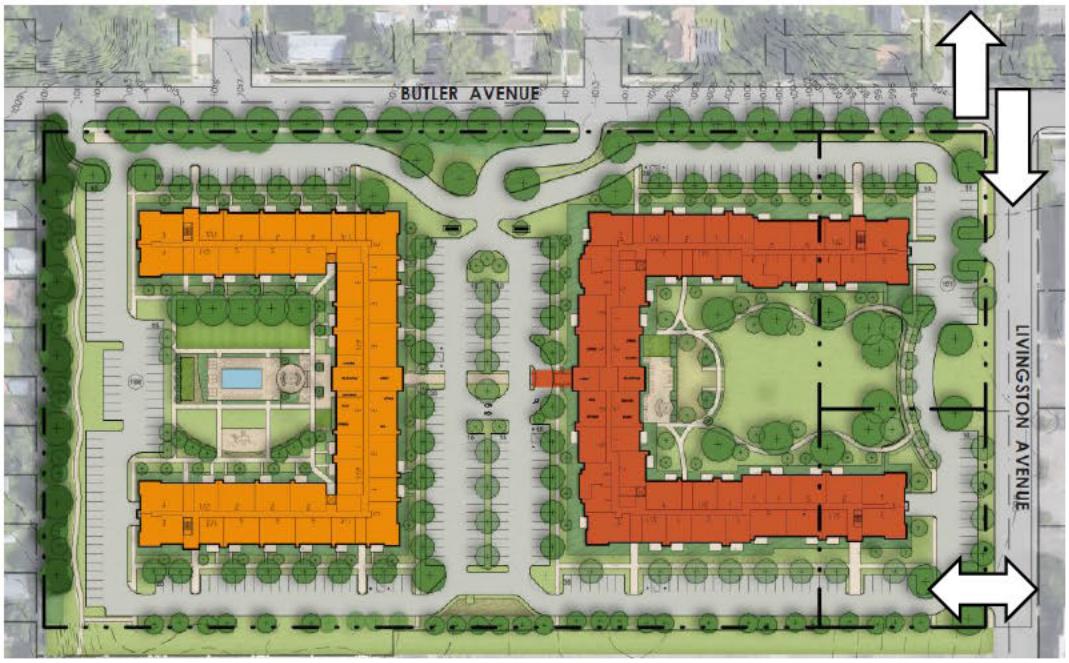
As a relevant and recent example, the approved HyVee store is expected to average 9,600 trips on a daily basis (as detailed in the Town-Center-Two traffic study).

Site Access – Butler Avenue
The existing site west access behind the K-Mart building was requested by Dakota County to be closed, to decrease the number of curb cuts and the amount of potential intersection conflict. The primary access to the site from Butler Avenue will be just south of where Gorman Avenue intersects with Butler.

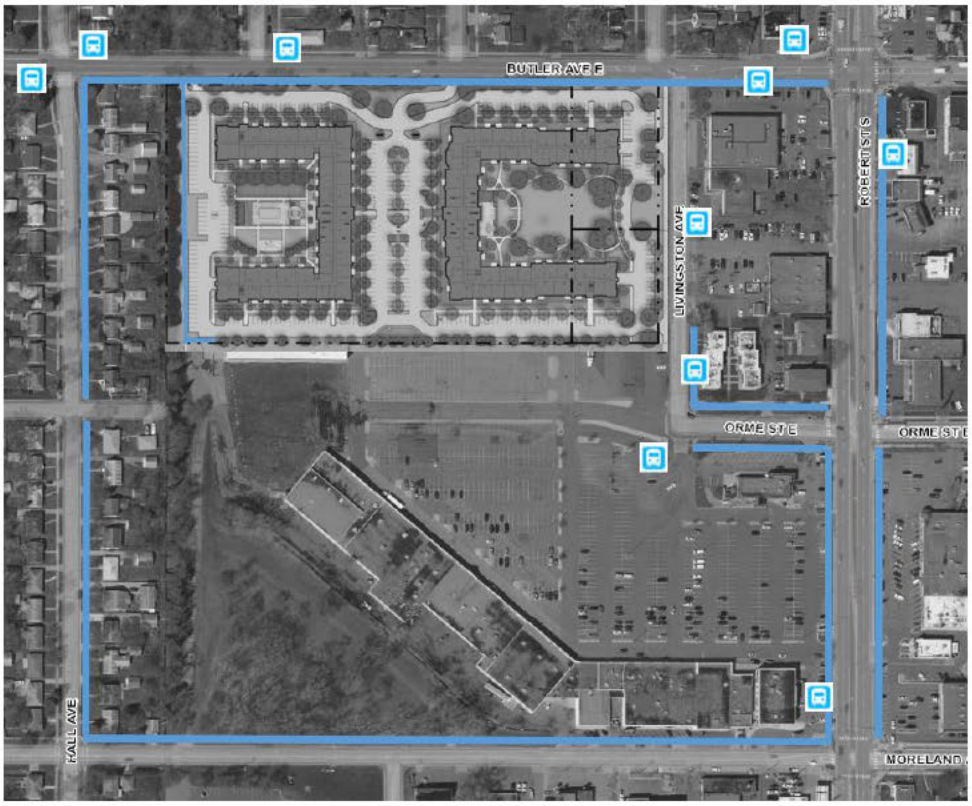


Site Access – Livingston Avenue
An additional access for the site will be on the southeastern portion of the site off Livingston Ave.

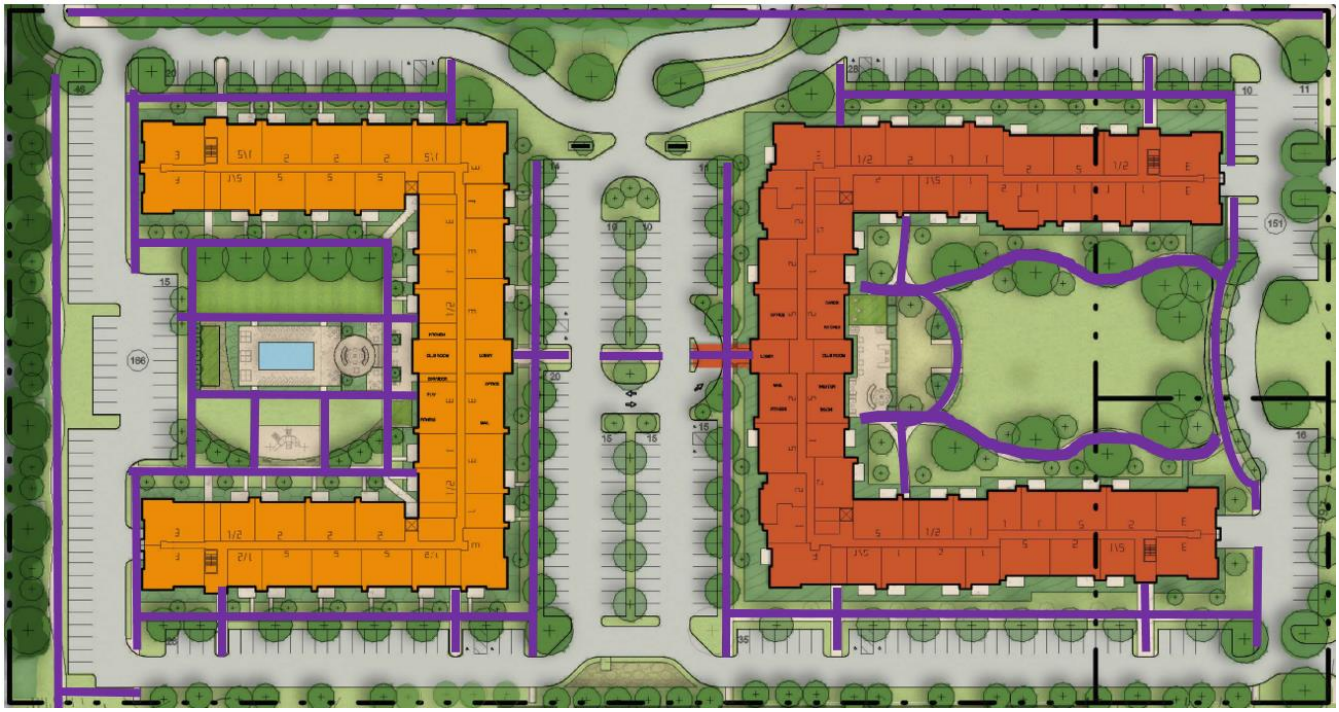
As a part of the site plan review, both Dakota County and the City would like to recommend that the applicant alter the site to allow for a re-alignment of the Livingston intersection to a proper "t" rather than an off-set intersection.



Pedestrian/Sidewalk Connectivity
As can be seen in the image below *(in blue)*, there are several existing sidewalk and public transit options around the site. However, with Butler Ave. being a county road, both the county and the city request that the applicant expand the existing 4ft sidewalk to an 8ft wide trail (see WSP Engineering memo).



Internal Site Connectivity
As can be seen in the image below *(in purple)*, there are a lot of connections throughout the site to offer both recreational and transportation options.



Lighting
The submitted lighting plans do show a minimal amount of lighting at varying property lines. As this is not permitted by code, 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 and Screening
Setback areas, in part, are to be used as a buffer. Landscaping is a large factor in screening. The code outlines that there is to be one tree per every 40 lineal feet of property line. For this site as a whole, this roughly calculates to 99 trees; the applicant is proposing a total of 151 deciduous trees as well as 35 coniferous trees, 136 ornamental trees, 1,293 shrubs, and 935 perennials/annuals.

Additionally, when redevelopment and tree removal occurs the code requires a minimum of 30% replacement of the quality trees removed. The applicant is proposing to remove approximately 229 caliper inches of quality trees, which with the 30% replacement requirement, the applicant is required to replant 69 caliper inches (roughly 28 trees if measuring at 2.5 caliper inches). As detailed above, the proposed landscaping exceeds the minimum code requirements.

Screening for Residential Property
The code requires screening for all property lines adjacent to single-family properties. The subject property directly abuts single-family homes to the west. The west property line currently contains mature trees that are detailed on the submitted plans to be maintained, the property line also contains various sections of retaining wall. Therefore, City Staff is recommending as a condition of approval that any/all screening must comply with section 153.032 (E)4.

During the neighborhood meeting, it was voiced by the adjacent neighbors there were in attendance would prefer a fence to assist in the screening between properties. The code allows for either fencing or

landscaping. If a fence is determined to be the preferred option, the code details that all fencing north of the front building façade shall be no higher than 4 ft., all fencing south of the front building façade shall be 6 ft. in height.

Irrigation
The landscape plan states that an irrigation will be provided as required by code by the contractor. Staff is recommending a condition of approval requiring an irrigation plan upon application of a building permit.

Environmental Committee Review
The Environmental Committee held an informal review of the proposed landscape plan as they were unable to hold a regular meeting due to a lack of quorum. Detailed comments can be found in the attached memo.

The committee members were generally pleased with the proposal and 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 per the memo dated July 15, 2020.

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, decorative concrete masonry units, glass, lap and panel siding. The submitted plans state that all lap and panel siding are to be field painted. Since the code does not allow the application of color post production, City staff is recommending as a condition of approval that all siding be factory painted rather than field painted.

Rendering of Senior Building as presented to EDA Board on 07/13/2020

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 underground stormwater retention system.

The engineering consultant listed a number of recommendations regarding obtaining proper permits as well as items to address prior to permitting. City Staff is requiring as a condition of approval, that the applicant adhere to/address all items outlined in the WSB Engineering Memo dated July 14, 2020.

3) REZONING:

The subject property is currently zoned B4 – Shopping Center. The applicant is requesting to rezone the property from B4 – Shopping Center to PMD – Planned Mixed-Use Development, with R4 – Multi-family Residential (apartment portion of site) and B4 – Shopping Center (Signal Hills Mall portion of site) as underlying uses. Note that the Signal Hills mall portion of the property is not presently being redeveloped, but is included in the plat and rezoning applications.

The recently adopted 2040 Comprehensive Plan Update designates the subject property as "Mixed-use" which allows for both commercial and multi-family residential development. In addition, the Comprehensive Plan specifically calls out the Signal Hills property as a "Likely Redevelopment Area" by 2030 and suggests denser residential development (20-40 units per acre) for the property to meet Met Council 2040 housing unit growth projections. Therefore, the request to rezone the property to PMD complies with the Comprehensive Plan.

4) PLAT ANALYSIS:

Since the subject property is currently unplatted, the City is requiring that the applicant plat the entire property as a part of the redevelopment project. As stated in the rezoning section, the Signal Hills mall portion of the property is not presently being redeveloped, but is included in the plat and rezoning applications.

The entire Signal Hills property, including the mall, the K-Mart building, and the Signal Bank building totals to roughly 29 acres and contains several different lots. The platting process will clean up the site's legal description and formally designate three separate lots, one for each apartment building and one for the mall site. City Staff is recommending as a condition of approval that the plat be recorded at the County within one year of approval and prior to the submittal of a building permit.

WSP Engineering Review
The West St. Paul Engineering Department reviewed the submitted plats and requested the following (see memo dated July 9, 2020):

1. Request that the applicant realign Livingston Avenue along the northeast NE corner of the property, to square up the Livingston and Butler intersection,
2. Request an 8ft wide trail along Butler Avenue as well as a 5ft wide sidewalk along Livingston, as is outlined in the West St. Paul Pedestrian & Bicycle Plan, and
3. Request a minimum of 10ft wide utility and drainage easements along property lines that abut public streets and 5ft easements for interior property lines.

City Staff is recommending as a condition of approval that the applicant adhere to the items outlined in the West St. Paul Engineering memo, dated July 9, 2020.

Dakota County Plat Commission

The Dakota County Plat Commission reviewed the proposed preliminary plat at their meeting on July 8th, 2020 and recommended approval of the preliminary plat subject to the following (see memo dated July 9, 2020):

1. Due to inadequate access spacing, the Commission will only allow for one access on Butler Ave. as detailed in the meeting as the Gorman Ave. access,
2. Require 40ft of right-of-way dedication, proposed plans detail 30ft,
3. Highly recommend an 8ft wide trail along Butler Ave. as outline in the Dakota County Pedestrian and Bike Trail Plan,
4. Recommend the realignment of the southern portion of Livingston Ave. with the northern portion to increase the overall safety of traffic movements at the intersections.

MNDOT Review

Since Robert St. is a state road, MnDot reviewed the proposed plat. The review makes note of several items such as noise along state highways, multimodal and transit connections, water and drainage requirements and permitting process. City Staff is recommending as a condition of approval that the applicant address the items outlined in the MnDot memo dated July 15, 2020.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the CONDITIONAL USE PERMIT to allow structures above 35 ft. in height and structures with 16+ dwelling units in a R4 – Multiple Family Residential District subject to the following condition:

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

Staff recommends APPROVAL of the SITE PLAN to allow for the construction of two apartment buildings at 1201 Robert St. #50 and 100 Signal Hills Ave. subject to the submitted plans and the following conditions:

1. Council approval of the corresponding conditional use permit, rezoning 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. The applicant shall ensure that any/all screening complies with section 153.032 (E)4 of the zoning ordinance,
5. The applicant shall ensure that an irrigation plan is submitted upon application of a building permit,
6. The applicant shall ensure that all siding be factory painted rather than field painted,
7. All signage must comply with section 153 of the zoning ordinance,

8. The applicant shall consider the recommendations of the Environmental Committee per the attached memo dated July 15, 2020,
9. The applicant shall consider the recommendations outlined in the West St. Paul Engineering memo dated July 9, 2020,
10. The applicant shall adhere to/address all items outlined in the WSB Engineering memo dated July 14, 2020,
11. The applicant shall adhere to the items outlined in the Dakota County Plat Commission memo dated July 9, 2020, and
12. The applicant shall address the items outlined in the MnDot memo dated July 15, 2020.

Staff recommends APPROVAL of the REZONING of 1201 Robert St. and 100 Signal Hills Ave. from B4 – Shopping Center to PMD, Planned Mixed-Use Development with R4 – Multi-Family and B4 – Shopping Center underlying zoning subject to the following condition:

1. Council approval of the corresponding Conditional Use Permit, Site Plan, and Plat applications.

Staff recommends APPROVAL of the PRELIMINARY/FINAL PLAT for 1201 Robert St. and 100 Signal Hills Ave. subject to the submitted plat drawings and the following conditions:

1. Council approval of the corresponding conditional use permit, site plan, and rezoning applications,
2. The applicant shall revise the final plat per the recommendations outlined in the attached memos from the West St. Paul Engineering, Dakota County Plat Commission and MnDot,
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.

TO: City Planner
THROUGH: Asst. Parks & Recreation Dir.
FROM: Environmental Committee
DATE: July 15, 2020

SUBJECT:

Case 20-07 – Site Plan Review for the Construction of Two Apartment Buildings

BACKGROUND INFORMATION:

Due to the current COVID-19 crisis, the Environmental Committee (EC) did not meet in July. That being said, the EC is still reviewing the landscaping for any submitted site plan remotely. Members recently reviewed the Site Plan submitted by Dominium Development for the construction of two affordable apartment buildings located at the current K-Mart and Signal Bank Buildings. The total number of units is 393 units, 247 units within an independent senior building and 146 units within a non-age restricted affordable apartment building.

Four of the seven Committee members submitted their comments regarding the plans. Overall, Members liked that there was some stormwater management addressed, but would like to see more done and perhaps reduce impervious surface area. They were very happy to see the numbers required trees was actually exceeded and that the landscaping was very thorough and complete, with a nice variety and selection of plantings. Other comments by Members included the addition of Dark Sky compliant lighting, a green or white roof, recycling of stormwater, and guarantee that landscape plan is actually followed. Members are recommending approval of the plans with the following recommendations:

- They strongly encourage the developer to use "pollinator friendly" native plants that were not treated with "neonicotinoids".
- The addition of a green roof to treat stormwater onsite or white roof to reduce urban heat island effect.
- Strongly encourage all exterior lighting to be Dark Sky compliant

RECOMMENDATION:

Environmental Committee members approve the Construction of two apartment complexes on the Signal Hills site, with the recommendations listed above.

COMMISSIONER COMMENTS:

1. How wonderful to hear that this area will finally be redeveloped. I would follow the suggestions we always seem to give about native plants and pollinator friendly.

2. My concern is that the landscape plan will be pared down once the project is in place. Hence, I would recommend that before any Certificate of Occupancy for the development is issued, an inspection of the property must be completed to ensure the landscape plan was completed as presented to, and approved by, the Council and Environmental Committee.

3. The plan looks good. I'm glad they are adding so many trees. I am wondering about the amount of parking I see in the plan- is that much blacktop necessary or is this code? This site used to be a wetland and it would be great to add a water feature of some kind- pond, etc. Reducing blacktop would also be my recommendation.

4. Would it be possible to implement some rainwater recycling on the site for both of these projects for the irrigation like the Minnesota Twins do? Instead of completely relying on water supply from the City for irrigation and getting rid of excessive rainwater, would it be possible to explore rainwater recycling for at least a part of the water needs for the landscape?

   Dark Sky lighting
   White roofs, green roofs,
   Rain gardens to assist with rain capture
   Use native plants whenever possible that are neonic-free
   Energy-efficient lighting
   Non-toxic building materials
   Water-saving features, if possible
   Love that so many trees and other vegetation that will be in the final design

Memorandum

To: Ross Beckwith, PE
Melissa Sonnek

From: Kendra Fallon, EIT
Jake Newhall, PE

Date: July 14, 2020

Re: Signal Hills Dominium Stormwater Review
WSB Project No. 013770-000

The following documents were submitted on June 29, 2020 by Loucks and were reviewed for compliance with the City of West St. Paul (City), Lower Mississippi River Watershed Management Organization (LMRWMO), and MPCA Engineering Guidelines:

- Exhibit A – Family Site Plans
- Exhibit A – Senior Site Plans
- 05749D-DA-FPLAT-03-10-20
- 05749D-DA-PPLAT-03-10-20
- Exhibit C – Stormwater Management Plan

The project will disturb over an acre of land 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. A NPDES permit will be required prior to construction. Applicant should list existing impervious area on site within the drainage report or on the plans to confirm the net change in impervious.
    a. Erosion control plans and a SWPPP should be submitted for review.
2. A maintenance agreement including an operations and maintenance plan for the underground filtration basins should be included in future submittals.
3. Rational method storm sewer sizing calculations and a catch basin drainage area map should be submitted to confirm storm sewer is being sized for the 10-year storm event.
4. The drainage report notes that MIDS modeling was used to confirm 50% TP removal requirement was being met. Applicant should submit MIDS inputs and results to confirm.

Plans

1. The plans note to see details for the Contech Stormfilter systems, however, there were no details provided.
2. There is a run of storm sewer south of the proposed Family Building which is not being routed to the underground filtration systems. Applicant should note why that storm sewer is bypassing the underground filtration systems (depth of storm sewer, etc.).
3. A sump should be added to CBMH 107 if sumps are intended to provide the required pretreatment for the underground filtration systems. If not, some other form of pretreatment prior to the underground filtration systems must be provided.
4. Applicant should confirm if a catch basin is needed on the southwest side of the road across from CBMH 113 at an apparent low point.

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

    a. Additionally, if the green space near the building will drain to the roadway applicant may consider removing CB 113A.
5. It is recommended that a catch basin be added to the curb line just north of the southeast garage entrance (on the storm sewer pipe from CB 140 to CBMH 141).
6. The EOF for low points within the parking lot should be called out on the plans.
7. There is a trench drain called out on sheet C4-2 near the northeast garage entrance, however, there is not a trench drain shown.
8. Connections to City storm sewer or any storm sewer within the City right-of-way should be updated to RCP. It is recommended RCP be used under all driving surfaces.
    a. The pipe size for all existing storm sewer being connected into should be called out on the plans.

Modeling

1. The underground filtration systems should be modeled as ponds rather than reaches and should be representative of the details in the plans when provided.
    a. Applicant should include information on the design rate through the filtration media in the Contech Stormfilter system to confirm modeling.
2. The 10-day snowmelt event should be modeled, and the results should be included in future submittals.
3. There is a portion of proposed drainage area E3 which appears to drain directly to Livingston Avenue. If that is correct the proposed drainage area map and HydroCAD model should be updated accordingly.

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

CITY OF WEST ST. PAUL

Engineering/Public Works Report

To: **Planning Commission and City Council**

Through: **Melissa Sonnek, City Planner**

From: **Cody Joos, Engineering Tech II**

Date: **July 9th, 2020**

Dominium Plat Review

REVIEW:

The Engineering Department has completed a review of the above listed plat.

STAFF RECOMMENDATION:

1. Request that the applicant realign Livingston Avenue along the northeast NE corner of the property, to square up the Livingston and Butler intersection,
2. Request an 8ft wide trail along Butler Avenue as well as a 5ft wide sidewalk along Livingston, as is outlined in the West St. Paul Pedestrian & Bicycle Plan, and
3. Request a minimum of 10ft wide utility and drainage easements along property lines that abut public streets and 5ft easements for interior property lines.

Dakota County Surveyor's Office

Western Service Center · 14955 Galaxie Avenue · Apple Valley, MN 55124
952.891-7087 · Fax 952.891-7127 · www.co.dakota.mn.us

July 9, 2020

City of West St. Paul
1616 Humboldt Ave.
West St. Paul, MN 55118

Re: **WSP FAMILY LEASED HOUSING**

The Dakota County Plat Commission met on July 8, 2020, to consider the preliminary plat of the above referenced plat. The plat is adjacent to CSAH 4 (Butler Ave.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The preliminary plat includes a redevelopment project of portions of the Signal Hills Mall site that proposes a senior building with 247 units and an apartment building with 146 units. The access spacing guidelines are 1/8-mile along CSAH 4 (Butler Avenue). The proposed plat includes two access locations to CSAH 4. As discussed, with inadequate access spacing, the Plat Commission will allow only the one access at Gorman Avenue. The right-of-way needs along CSAH 4 are 50-feet of half right of way. With the existing buildings and conditions in the area, the Plat Commission is requiring only 40-feet of half right way. The plat needs to dedicate an additional 10-feet of right of way to meet the 40-foot requirement.

As discussed, the Plat Commission highly recommends a new 8-foot trail with this proposed development to accommodate existing and future pedestrians and bikers along CSAH 4. This proposed development increases the need for a modern 8-foot trail, which also aligns with the Dakota County Pedestrian and Bike Trail Plan.

The Plat Commission also noted that with this larger redevelopment project, it would be good opportunity to realign the Livingston Avenue/CSAH 4 intersections. The southern portion of Livingston Avenue could realign with the northern portion of Livingston to increase the safety of traffic movements at these intersections.

The Plat Commission has approved the preliminary plat provided that the described conditions are met. The Ordinance requires submittal of a final plat for review by the Plat Commission before a recommendation is made to the County Board of Commissioners.

Traffic volumes on CSAH 4 are 4,900 ADT and are anticipated to be 5,200 ADT by the year 2030. These traffic volumes indicate that current Minnesota noise standards for residential units could be exceeded for the proposed plat. Residential developments along County highways commonly result in noise complaints. In order for noise levels from the highway to meet acceptable levels for adjacent residential units, substantial building setbacks, buffer areas, and other noise mitigation elements should be incorporated into this development.

No work shall commence in the County right of way until a permit is obtained from the County Transportation Department and no permit will be issued until the plat has been filed with the County Recorder's Office. The Plat Commission does not review or approve the actual engineering design of proposed accesses or other improvements to be made in the right of way. Nothing herein is intended to

restrict or limit Dakota County's rights with regards to Dakota County rights of way or property. The Plat Commission highly recommends early contact with the Transportation Department to discuss the permitting process which reviews the design and may require construction of highway improvements, including, but not limited to, turn lanes, drainage features, limitations on intersecting street widths, medians, etc. Please contact Gordon McConnell regarding permitting questions at (952) 891-7115 or Todd Tollefson regarding Plat Commission or Plat Ordinance questions at (952) 891-7070.

Sincerely,

Todd B. Tollefson
Secretary, Plat Commission

c: Matt Hodges (Dominium Inc.)

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

July 15, 2020

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

SUBJECT: MnDOT Review # **P20-042**
Signal Hills Shopping Center Redevelopment
SW Quad MN 952(S. Robert St.) & Butler Avenue West.
West St. Paul, Dakota County

Dear Ms. Sonnek :

Thank you for the opportunity to review the **Signal Hills Shopping Center Redevelopment**. MnDOT has reviewed the documents and has the following comments:

Noise:
MnDOT's policy is to assist local governments in promoting compatibility between land use and highways. Residential uses located adjacent to highways often result in complaints about traffic noise. Traffic noise from this highway could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities having the authority to regulate land use shall take all reasonable measures to prevent the establishment of land use activities, listed in the MPCA's Noise Area Classification (NAC), anywhere that the establishment of the land use would result in immediate violations of established State noise standards.

MnDOT policy regarding development adjacent to existing highways prohibits the expenditure of highway funds for noise mitigation measures in such developed areas. The project proposer is required to assess the existing noise situation and take the action deemed necessary to minimize the impact to the proposed development from any highway noise.

If you have any questions regarding MnDOT's noise policy please contact Natalie Ries in Metro District's Noise and Air Quality Unit at 651-234-7681 or Natalie.Ries@state.mn.us.

Transit:
There are bus stops along eastbound Butler Ave near Humboldt and along southbound Livingston Ave. Please coordinate with Metro Transit to mitigate impacts to operations at these

stops. Metro Transit requests the developer contact them at Transit-BusOps-StreetSup-AssistManagers@metc.state.mn.us so they can work together to make sure to avoid possible impacts and disruptions to the stop as well making sure the stop is up to proper specifications when project is complete.

If you have any questions regarding this comment, please contact Jason Junge, Multimodal Planning, Jason.Junge@state.mn.us or 651-234-7878.

Multimodal:
Metro Bike/Ped recommends that all driveway entries to the development from the public Right-of-Way consider driveway intersection treatments that encourage turning vehicles to yield to sidewalk users. The concrete sidewalk should continue at typical sidewalk elevation across the driveway and the driveway itself should raise up to meet the elevation of the sidewalk. The driveway entry off of Butler in the senior housing site plan shows a curb line across the sidewalk, which presents accessibility issues. Please correct this. MnDOT recommends the developer consider direct sidewalk connections to the shopping center to the south.

For questions regards the above comments, contact Jesse Thornsen, Metro Multimodal, at 651-234-7788 or Jesse.Thornsen@state.mn.us.

Water Resources:
A MnDOT drainage permit will be required to ensure that current drainage rates to MnDOT right-of-way will not be increased. The drainage permit application, including the information below, should be submitted online to: https://dotapp7.dot.state.mn.us/OLPA

The following information must be submitted with the drainage permit application:

1) A grading plan showing existing and proposed contours.
2) Drainage area maps for the proposed project showing existing and proposed drainage areas. Any off-site areas that drain to the project area should also be included in the drainage area maps. The direction of flow for each drainage area must be indicated by arrows.
3) Drainage computations for pre and post construction conditions during the 2, 10, 50 and 100 year rain events.
4) Time of concentration calculations.
4) An electronic copy of any computer modeling used for the drainage computations.
5) See also the attached Drainage Permits Checklist for more information.

Once a drainage permit application is submitted, a thorough review will be completed and additional information may be requested. Please direct questions concerning drainage issues to Jason Swenson (651-234-7539) or Jason.Swenson@state.mn.us of MnDOT's Water Resources section.

Permits:
In addition to the drainage permit mentioned above, any use of, or work within or affecting, MnDOT right of way will require a permit.

Permits can be applied for at this site: https://olpa.dot.state.mn.us/OLPA/.

Please direct questions regarding permit requirements to Buck Craig of MnDOT's Metro Permits Section at 651-234-7911 or Buck.Craig@state.mn.us.

Review Submittal Options
MnDOT's goal is to complete reviews within 30 calendar days. Review materials received electronically can be processed more rapidly. Do not submit files via a cloud service or SharePoint link. In order of preference, review materials may be submitted as:

1. Email documents and plans in PDF format to metrodevreviews.dot@state.mn.us. Attachments may not exceed 20 megabytes per email. Documents can be zipped as well. If multiple emails are necessary, number each message.
2. PDF file(s) uploaded to MnDOT's external shared internet workspace site at: https://mft.dot.state.mn.us. Contact MnDOT Planning development review staff at metrodevreviews.dot@state.mn.us for uploading instructions, and send an email listing the file name(s) after the document(s) has/have been uploaded.
3. Mailed or hand delivered documents in PDF format on a flash drive or CD-ROM to:
   MnDOT – Metro District Planning Section
   Development Reviews Coordinator
   1500 West County Road B-2
   Roseville, MN 55113
4. Printed documents via mail or hand delivery to the address above. Include one set of full-size plans.

If you have any questions concerning this review, please contact me at (651) 234-7797.

Sincerely,

Cameron Muhic
Senior Planner

Copy sent via E-Mail:

Buck Craig, Permits
Chris Chatfield, Water Resources
Molly Kline, Area Engineer
Almin Ramic, Traffic
Casey Crisp, Surveys
Mackenzie Turner Bargen, Multimodal
Jason Junge, Transit
Lance Schowalter, Design
Jason Swenson, Water Resources
Mohamoud Mire, Area Coordinator
Natalie Ries, Noise
Benjamin Klismith, Right-of-Way
Jesse Thornsen, Multimodal
Russell Owen, Metropolitan Council

J. Michael Orange

1211 Bidwell Street, West St. Paul, Minnesota 55118-2211
[redacted]

City of West St. Paul Planning Commission
James Hartshorn, Community and Economic Development Director, jhartshorn@wspmn.gov
Melissa Sonnek, City Planner, msonnek@wspmn.gov
RE: Proposed Dominium project for the K-Mart site, PC Case #20-07 - Conditional Use Permit, Site Plan, Rezoning, Preliminary, And Final Plat Review For The Construction Of Two Apartment Buildings At 1201 Robert St. And 100 Signal Hills Ave.
July 17, 2020

Dear Mr. Hartshorn and Ms. Sonnek:

I have reviewed the information provided by the City yesterday regarding the proposed Dominium project for the K-Mart site and have numerous comments and questions. I'm hoping that you can help me with these matters in time for me to participate at the Planning Commission's meeting on 7/21/20.

I am delighted to see the redevelopment of a site that has been a blight on our community for so many years. I am also delighted that the proposed development addresses the dire need for affordable housing. That said, I believe the project can be significantly improved to the benefit of the future residents, the neighborhood, and the City.

- **City subsidy:** I understand the need for and support public subsidies for this project. However, I believe the parking supply is excessive (refer to the next bullet points). Reduce the parking and total project costs drop as well as the need for public subsidy.

- **Excessive parking supply:** Studies of parking demand for affordable housing call for 0.5 stalls per unit.[1] The project is proposing 2.1 stalls per unit; far more than needed. For senior housing, a ratio of 0.4 stalls per bedroom is a standard.[2] The project includes about 50% more than that number at 0.6 per bedroom.[3] The staff report notes that parking for the family housing exceeds somewhat the City's minimum 2 stall-per-unit standard. However, that standard does not reflect current and certainly not future conditions and demands. Ride sharing and ride hailing services are fast

[1] Source: https://www.ssti.us/2018/10/planners-reevaluate-parking-requirements-for-affordable-housing/
[2] "Senior Housing Trip Generation and Parking Demand Characteristics," Stephen B. Corcoran, P.E., presented at the Institute of Transportation Engineers 66th Annual Meeting. Source: http://citeseerx.ist.psu.edu/viewdoc/download?doi=10.1.1.431.5480&rep=rep1&type=pdf
[3] City staff did not have the exact number of bedrooms available at the date of this report. The estimate is based on an earlier design that was released to the public.

replacing private vehicle ownership. While currently dampened by the pandemic, this trend will continue into the future. Secondly, increasing economic inequity and opportunity are reducing incomes and the affordability of private vehicle ownership. Parking is expensive, especially garaged parking, which constitutes almost half of the supply. It can contribute about 17% of the rent.[4] Climate change will, of course, further exacerbate economic and social pressures on families and seniors seeking affordable housing. Based on the above reduced parking demand, the project includes about 300 excess stalls, over 50% more than are warranted. Fortunately, the Zoning Code allows the City to modify the parking requirements as a part the of the development review process. The City should require the developer match parking supply to a more realistic demand (refer to the next bullet point).

- **Parking demand study:** Unfortunately, the transportation analysis the developer prepared for the project did not examine parking demand. I believe the City should require a parking demand study and incorporate the results into the approvals for the project. The study should quantify off-site parking availability that is accessible within a ¼ mile radius of the project boundaries and estimate transit usage for the three routes near the site. It should also consider the potential impact of bus rapid transit on Robert St. The staff report compared the parking ratio for the senior building to other senior housing developments in the City. While useful, none of the examples offer the significant pedestrian advantages of the project's proximity to commercial and transit.

- **Parking opt out:** Residents need to know where their rent payments go. The City should require that the owners disclose the cost of parking and require that residents have the option to forego reserved parking and its associated costs in order to make units more affordable for those who don't need one or more reserved stalls. The City provides ample free, on-street, public parking in the neighborhood to the west and north. On-street parking is the norm for cities.

- **Neighborhood access from W. Orme St.:** The applicant proposes to rezone the entire Signal Hills site. To do so, the applicant must have some degree of control over the entire site (e.g., agreement with the owner of the shopping center). I am not privy to ownership details. I raise this matter because, if the developer has some degree of control over the shopping center portion as well, then the City should require they reopen pedestrian access to the site from W. Orme St. This is an important pedestrian connection to the shopping center and transit access for the neighborhood to the west of the site.

- **Shopping center plan:** Rezoning should be accompanied by a plan. The earlier published concept plan for the project showed a large pond to the south of the buildings (presumably for stormwater management) and a greenway connection

[4] Refer to: https://www.planning.org/planning/2018/oct/peopleoverparking/

between W. Orme St. and Livingston St. The concept plans developed for the Robert St. Renaissance Project emphasized both on-site stormwater management and a transit center. What is the status of planning for the shopping center portion of the overall site? This development has the potential to spark redevelopment of the shopping center site as well. It also provides the opportunity to anticipate future developments and incorporate any necessary provisions in the subject project (e.g., shared parking, stormwater management, pedestrian access, etc.).

- **Vehicular access:** I totally agree with the staff's concurrence with MNDOT and the County as regards requiring a re-alignment of the Livingston intersection to a proper "T" rather than an off-set intersection. The same should be true for the curb cut on Butler Ave. opposite Gorman St.

- **Energy efficient lighting:** I agree with the Environmental Committee's recommendation that the project include energy efficient lighting. Since it was not mentioned in the staff report, can I presume the project addresses this concern?

- **Stormwater management:** The WSB report mentioned an underground stormwater retention system. The WSB evaluation is based on the 10-year event. While this may the current standard, it is an inadequate one. Our increasingly unstable climate is delivering 50, 100, and 500-year storms with a frequency well beyond their historical rates. The goal should be 100% on-site management of the stormwater demands of the future, not the past. Does this project accomplish that?

- **Green roof vs. solar:** The Environmental Committee recommended the project incorporate a green roof to increase on-site, stormwater management. I disagree for two reasons: I expect that the combination of replacing excess parking with landscaping plus the underground retention and filtration system could manage most stormwater events. Secondly, the roofs are a far more valuable resource for solar power (not to mention the difficulties of managing a green roof on a residential rental property). As grid electricity increases in cost, on-site solar continues to decrease. Minimizing the electricity costs for future affordable housing residents is certainly a worthy goal considering the very large public investment in this project. According to the City's Comprehensive Plan, "Solar development can bring environmental and economic benefits to a community through clean energy production, creation of local revenue, and improved property values" (Chapter 9, p. 6). There are many services the developer could use to evaluate the costs and benefits of such an addition.

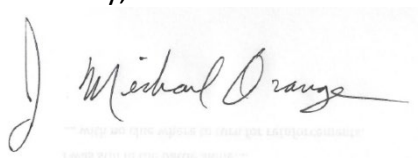
- **Energy efficiency; why not LEED?** Public subsidies in developments offer perfect opportunities to implement sustainable green building design as called for in the City's Comprehensive Plan, "New developments are encouraged to consider sustainable green building design, conserve valuable energy and environmental resources, and protect air and water quality for future generations. The Leadership in

Energy and Environmental Design (LEED) program can help guide the creation of municipal programs that facilitate the community-wide application of sustainable design practices" (Chapter 9, p. 11).

- **GreenStep Cities Program:** The City participates in the GreenStep Cities Program. Best Practice #3, New Green Buildings, calls for the following: "Adopt a sustainable building policy for private buildings; include the SB 2030 energy standard; adopt language governing new development projects that: a. Receive city financial support, and/or b. Require city regulatory approval (planned unit development, conditional use permit, rezoning, variance). Provide a financial or other incentive to private parties who build new buildings that utilize the SB 2030 energy standard and/or a green building framework." This development offers the perfect opportunity for the City to improve sustainability, advance in the GreenStep City Program, and serve as a model for other cities. If not now, when?

Thank you for your help on this project.

Sincerely,



7-21-2020
1:00 P.M.

West St. Paul Planning Commission
Concerns: Dominium Development at Signal Hills

My wife and I have lived at 1160 Hall Ave. for 45 years. Our house is located directly behind what will be the south wing facing Hall Ave. Our property will be impacted by this project but accept the fact these buildings will be approved.

Our concern as a result of the wing being located 100' from the property line, is privacy and air flow.

I talked to a Dominium Rep. last week and was given dimensions of 40' from the property line for parking and 100' to the building. At the end of the conversation, reference was made to fencing and removal of some trees. Looking at web site plan, what is the white line between trees and workforce housing? We opposed trees being removed as they afford us privacy.

Also, we belive any fencing should be located 30'-35' from property line.

Thank you,
Tom & Jeanne Nordman
1160 Hall Ave.

West St. Paul City Council Meeting - 7/27
Subject: Fencing west of Dominium Development

We reside at 1160 Hall Ave. Hours before the Planning Commissi Meeting on 7/21, a Dominium Rep advised us they had no plans change the existing fencing. There would be a 4' fence added to their retaining wall. We were satisfied to hear the existing 8' privacy fence would remain. This fence was constructed at the time K-Mart was built and extends from Butler to Morela The Planning Commission on 7/21 decided the need for fencin on the west side of the development.

We are opposed to any changes to the existing fence, especiall construction of a privacy fence on the property line. Howe if there were a need to remove the existing 8' fence, we would agree to the placement of the privacy fence betwee the tree line and the proposed sidewalk. Should there be discussion to any other changes regarding existing fencing or removal of mature trees, either by West St. Paul personnel or Dominium, we request the matter be referred back to the Planning Commission for further discussion. This allows neighbors the opportunity to provide input.

Thank you

Tom & Jeanne Nordman

Technical Memorandum

To: Matt Hodges – Dominium
From: Jonah Finkelstein, PE
Date: July 15, 2020
Re: Trip Generation Memorandum – West Saint Paul Residential Development

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Purpose of Report and Study Objectives

The purpose of this study is to determine the expected traffic generation for the proposed residential development site located south of Butler Avenue between Hall Avenue and Livingston Avenue in West Saint Paul, Minnesota. The new land use will consist of a 137-unit apartment complex and 232 senior building in place of the existing shopping center.

Conclusions

The trip generation and distribution of the proposed residential complex was reviewed. Using standard trip generation data, the expected trip generation for the proposed development is:

- 1,390 daily trips to and from the site
- 84 new AM peak hour trips (32 entering and 52 exiting)
- 115 new PM peak hour trips (64 entering and 51 exiting)

No significant operational impacts are anticipated for the surrounding roadways and intersections due to the trips generated from this proposed development.

Existing Site

The proposed site is currently vacant but was originally a big box department store. The development shares its parking lot with the strip mall to the south though these connections are proposed to be removed with the new development.

Based on available data sources, the following Average Daily Traffic (ADT) volumes are present on the surrounding roadways:

- 5,200 vehicles per day on Butler Avenue west of S Robert Street
- 8,300 vehicles per day on Butler Avenue east of S Robert Street
- 13,300 vehicles per day on S Robert Street north of Butler Avenue
- 18,400 vehicles per day on S Robert Street south of Butler Avenue

Trip Generation

The existing and future traffic forecasts for the site are based on the data and methods published in the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition*. The ITE manual compiles studies from across the country to provide a national average of traffic for various land uses. Spack Consulting also collects current average traffic volumes for various land uses in the Twin Cities regional area for use in our studies. Local data is considered more relevant than the ITE national data as it is generally newer and accounts for our area's specific characteristics and driving habits. Per the procedure in the *Trip Generation Manual*, local trip generation data is used when possible and supplemented with national ITE data when local data is not available.

Table 1 presents the trip generation for proposed land uses.

Table 1 – Raw Trip Generation Comparison

Source	Description (source)	Daily Trips		AM Peak Hour		PM Peak Hour	
		Entering	Exiting	Entering	Exiting	Entering	Exiting
ITE	Multifamily Housing (Mid-Rise) – 167-Units (ITE-221)	373	373	13	36	37	24
	Senior Adult Housing – Attached – 232-Units (ITE 252)	429	429	16	30	33	27
	TOTAL TRIP GENERATION	**802**	**802**	**29**	**67**	**70**	**51**
Local	Apartment	302	302	6	36	40	19
	Senior Adult Housing	393	393	26	16	24	32
	TOTAL TRIP GENERATION	**695**	**695**	**32**	**52**	**64**	**51**

As shown in Table 1, the local and ITE based peak hour trip generation results are similar. Therefore, based on recommended best practices, the trip generation forecasts based on local data are used in the analysis.

The proposed development change results in roughly 1,390 new daily trips, 84 new AM peak hour trips, and 115 pm peak hour trips when compared against the vacant lot.

To show the magnitude of change compared to the previous big box store land use the expected trip generation for the residential land use was compared against that of a department store. This comparison can be seen in Table 2.

Table 2 – Raw Trip Generation Comparison

Source	Description (source)	Daily Trips		AM Peak Hour		PM Peak Hour	
		Entering	Exiting	Entering	Exiting	Entering	Entering
Proposed Land Use	TOTAL TRIP GENERATION (Local)	**695**	**695**	**32**	**52**	**64**	**51**
Existing Land Use	Big Box Store (Local)	2,358	2,358	99	77	184	192
Net Change in Trip Generation		**-1663**	**-1663**	**-67**	**-25**	**-120**	**-141**

As Table 2 shows, when compared to the previously existing big box store land use, the proposed residential land use is expected to generate less traffic including:

- 3,326 less daily trips
- 92 less AM peak hour trips
- 261 less PM peak hour trips

Trip Generation Distribution

To be able to see the impact of site trips on surrounding intersections, trips need to be distributed throughout the roadway network. A trip distribution pattern for the generated traffic going to and from the proposed development accounting for the major highway connections surrounding the development and likely travel patterns is as follows:

- 30% of the generated traffic to/from the north on S Robert Street
- 20% of the generated traffic to/from south on S Robert Street
- 35% of the generated traffic to/from east on Butler Avenue
- 15% of the generated traffic to/from west on Butler Avenue

Traffic generated by the site development was assigned to the area roadways per this distribution pattern.

Intersection Impact Analysis

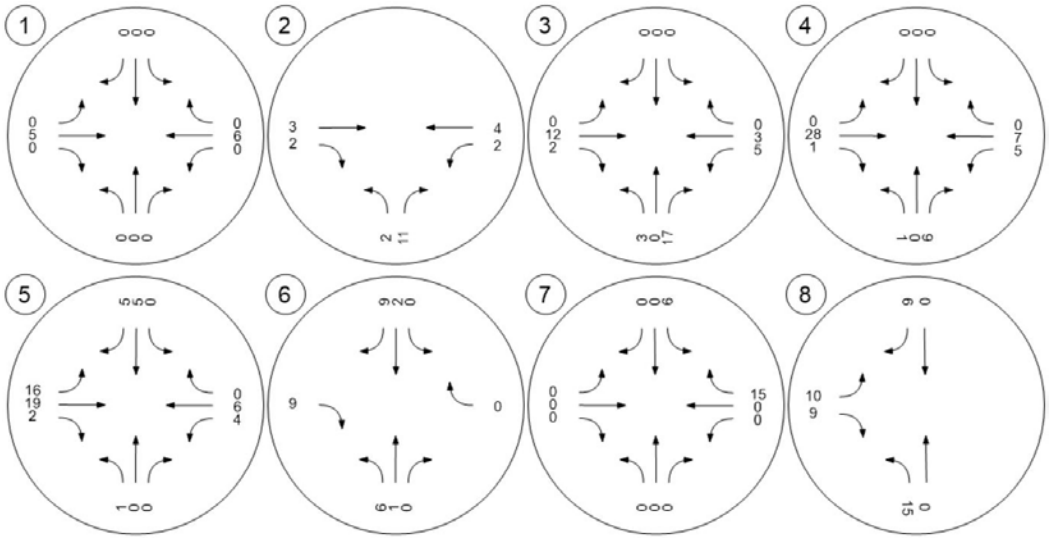
Using the trip generation and trip distribution, new trips for the proposed land use plan were routed through the following intersections:

- Butler Avenue & Hall Avenue
- Butler Avenue & Western Site Access
- Butler Avenue & Eastern Site Access
- Butler Avenue & Livingston Avenue
- S Robert Street & Butler Avenue
- S Robert Street Orme Avenue
- Livingston Avenue & Orme Avenue
- Livingston Avenue & Site Access

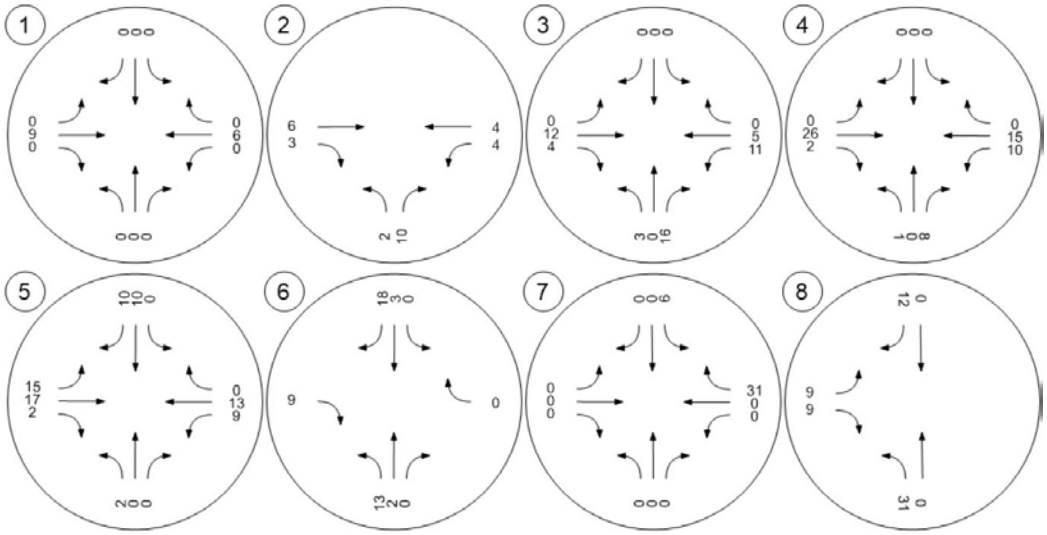
Figure 1, below, present the routing of the new trips, associated with the residential development, through the study area.

Figure 1 – Peak Hour Site Trips with Current Land Use Scenario

AM Peak Hour



PM Peak Hour



As seen in Figure 1, the highest hourly volume increase for any intersection movement due to the site traffic is 31 vehicles. This occurs at the westbound right turn at Livingston Avenue & Orme Avenue and the northbound left turn at Livingston Avenue & Site Access in the evening peak hour. This magnitude of new trips equates to an increase of roughly one vehicle every two minutes for that movement.

The West Saint Paul Planning Commission raised congestion concerns about the S Robert S & Orme Avenue intersection. At this intersection, the following volume increases are forecasted:

- Northbound left turn; six vehicles in the AM peak hour and 13 vehicles in the PM peak hour
- Southbound right turn; nine vehicles in the AM peak hour and 18 vehicles in the PM peak hour
- Eastbound right turn; nine vehicles in each of the peak hours

This magnitude of new trips at one intersection does not raise any significant impact concerns and is not expected to significantly change overall traffic flow or operations.

Site Plan Review

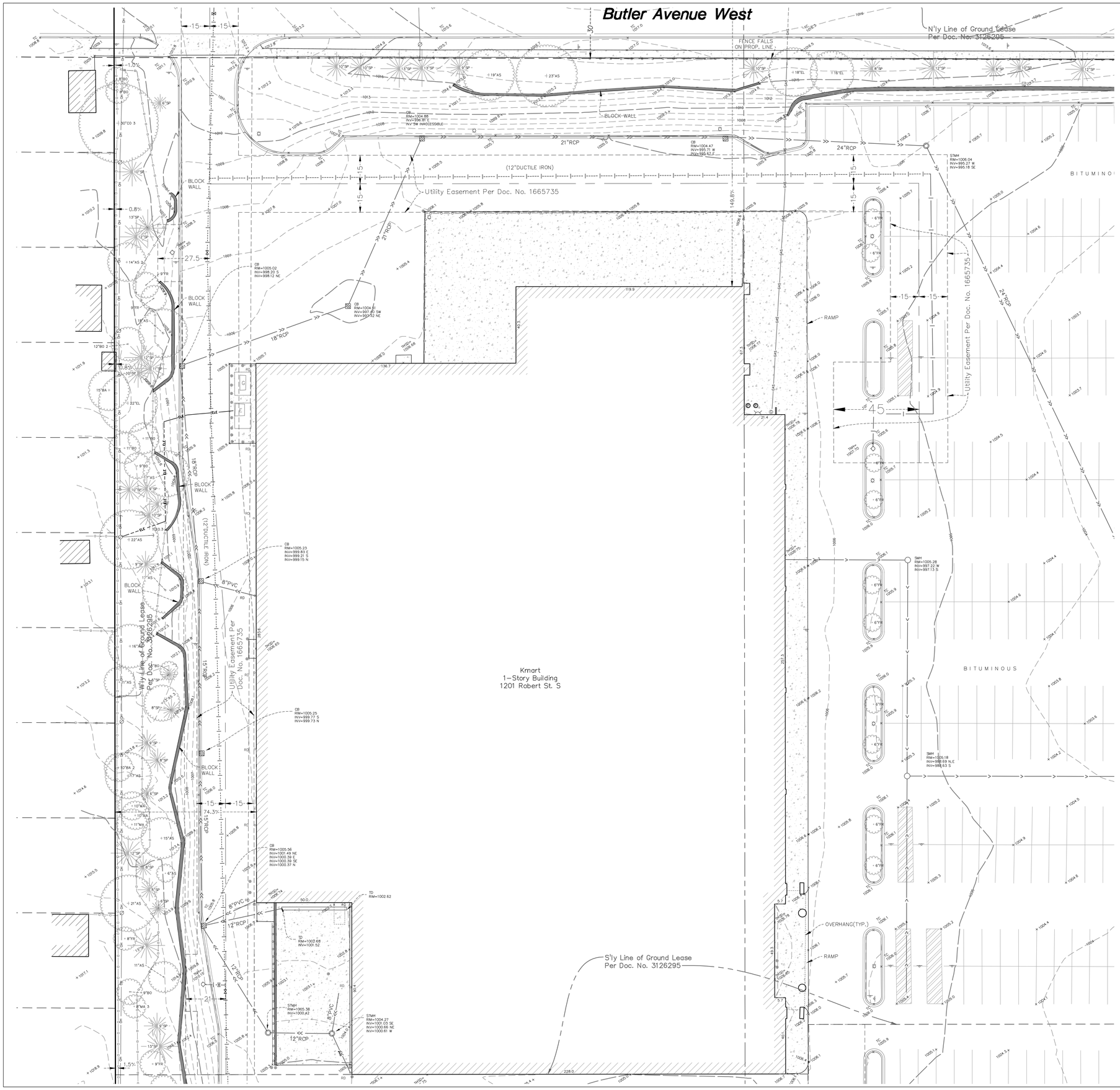
The proposed site plan was reviewed for traffic-related concerns. The following conditions are noted:

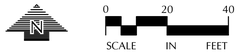
- Sidewalk Connections
    - Provide sidewalk extensions to the existing sidewalk along Butler Avenue.
    - Remove the internal crosswalks to the south of the development as they do not align with any receiving pedestrian infrastructure.
    - Construct a sidewalk along the west side of Livingston Avenue with connections to Butler Avenue and Orme Avenue. This will provide safe pedestrian connections to the south.
    - Provide a boulevard between Butler Avenue and the proposed sidewalk to allow room for snow storage and signage. This will also match the existing northern sidewalk configuration.
    - If mobility between buildings is expected to be high, additional crossing should be provided near the north and south end of each building.
- Site Access and
    - One new site access is proposed on Butler Avenue near Gorman Avenue. This access should line up with Gorman Avenue and limit the offset distance. As currently shown, the left turn movements between Gorman Avenue and the driveway overlap, creating travel path conflict concerns.
- Internal Routing and Operations
    - The offset stagger of the north-south aisles will help reduce speeds within the parking area. However, the staggers should be designed to ensure they allow safe passing of vehicles travelling in each direction to not create a bottleneck and that trucks can safely maneuver through the parking aisles.

  - Safe loading and unloading zones should be provided for tenants in a location that does not obstruct overall traffic flow on site.
  - A designated trash pick-up and delivery area is not shown on the site plan. These locations should be placed such they do not block routing through the site.
  - Service vehicles, such as trash pick-up and deliveries should be scheduled outside of peak hours to help reduce the overall peak hour vehicle demand of the site.
- Bicycle Infrastructure:
  - Bicycle parking, in a well-lit area near the main accesses of each building, should be provided for guests.
  - Long term bicycle storage should be provided for tenants inside of each development. This facility should provide basic bicycle maintenance tools such as a tire pump for basic maintenance needs.

Attachments

A. Site Plan





SURVEY LEGEND

AS	ASH	CATCH BASIN	STORM SEWER
AP	APPLE	STORM MANHOLE	SANITARY SEWER
BA	BASSWOOD	SANITARY MANHOLE	WATERMAIN
BI	BIRCH	WATER MANHOLE	SANITARY SEWER SERVICE
BO	BOXELDER	HYDRANT	WATER SERVICE
BU	BUCKEYE	GATE VALVE	CULVERT
BS	BUSH	POWER POLE	UNDERGROUND CABLE TV
CA	CATULPA	LIGHT POLE	UNDERGROUND ELECTRIC
CE	CEDAR	YARD LIGHT	UNDERGROUND FIBER OPTIC
CO	COTTONWOOD	GUY WIRE	UNDERGROUND GAS
DE	DEAD TREE	SIGN	UNDERGROUND TELEPHONE
EL	ELM	SPOT ELEVATION	UNDERGROUND UTILITY
FR	MISC FRUIT	A/C UNIT	OVERHEAD UTILITY
FI	FIR	CABLE TV PEDESTAL	UNDERGROUND TRAFFIC
HA	HACKBERRY	ELECTRIC TRANSFORMER	DRAIN TILE
HI	HICKORY	TELEPHONE PEDESTAL	FORCE MAIN
IR	IRONWOOD	UTILITY PEDESTAL	CHAIN LINK FENCE
LI	LINDEN	ELECTRIC MANHOLE	POST FENCE
LO	LOCUST	GAS VALVE	WOOD FENCE
MA	MAPLE	TELEPHONE MANHOLE	GUARDRAIL
OA	OAK	UTILITY MANHOLE	RETAINING WALL
PA	PALM	ELECTRIC METER	TRAFFIC SIGNAL
PI	PINE	GAS METER	CONCRETE CURB
PO	POPLAR	HAND HOLE	CONCRETE
SP	SPRUCE	ROOF DRAIN	BITUMINOUS
TR	TREE (GEN)	ELECTRIC OUTLET	PAVERS
WA	WALNUT	FIRE CONNECTION	CONTOUR
WI	WILLOW	MAILBOX	RAILROAD TRACKS
TC	TOP OF CURB	FLAG POLE	CONIFEROUS TREE
TW	TOP OF WALL	GUARDPOST	DECIDUOUS TREE
THSD	ELEV @ THRESHOLD	MONITORING WELL	
		POST INDICATOR VALVE	
		SOIL BORING	

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LOUCKS PROJECT NO. 05749.0B

PROJECT TITLE

WEST ST. PAUL FAMILY

OWNER/DEVELOPER

DOMINIUM

ISSUE #	DATE	DESCRIPTION
	03/13/2020	PERMIT SET
	04/14/2020	BID SET
A	05/12/2020	ADDENDUM #1
	06/26/2020	SITE PLAN APPLICATION

CERTIFICATION

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Michael J. St. Martin, PE

24440 — License Number
03/13/2020 — Date

DATE	06/26/2020
DRAWN BY	JBT
CHECKED BY	SRT
COMMISSION NUMBER	05749.0B

SHEET TITLE

EXISTING CONDITIONS

SHEET NUMBER

C1-1

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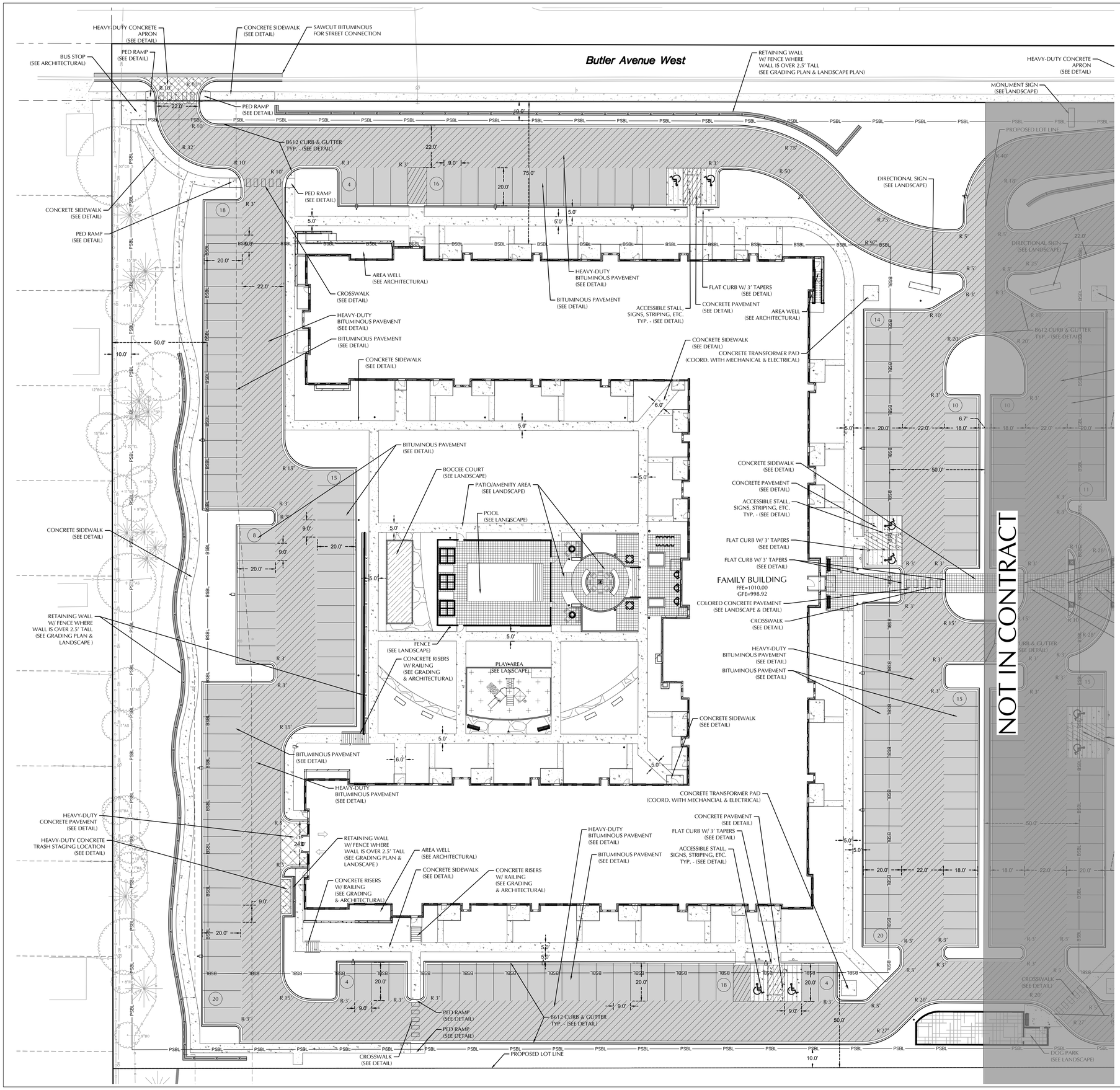

SITE PLAN LEGEND

- CONCRETE SIDEWALK
- BITUMINOUS PAVEMENT
- HEAVY DUTY BITUMINOUS PAVEMENT
- BITUMINOUS TRAIL
- CONCRETE PAVEMENT
- HEAVY-DUTY CONCRETE PAVEMENT

SCALE IN FEET: 0 20 40

CIVIL LEGEND

EXISTING		PROPOSED
	SANITARY MANHOLE	
	STORM MANHOLE	
	CATCH BASIN	
	CULVERT	
	HYDRANT	
	GATEVALVE	
	POST INDICATOR VALVE	
	LIGHT POLE	
	POWER POLE	
	SIGN	
	BENCHMARK	
	SOIL BORINGS	
	WATER MANHOLE	
	TELEPHONE MANHOLE	
	UTILITY MANHOLE	
	ELECTRIC MANHOLE	
	WATER SERVICE	
	SANITARY SERVICE	
	HANDICAP PARKING	
	DIRECTION OF FLOW	
	SPOT ELEVATION	
	CONTOURS	
	SANITARY SEWER	
	STORM SEWER	
	WATERMAIN	
	FORCEMAIN	
	DRAINTILE	
	SILT FENCE	
	CURB & GUTTER	
	RETAINING WALL	
	TREELINE	
	EASEMENT LINE	
	SETBACK LINE	
	FENCE LINE	
	UNDERGROUND TELE	
	UNDERGROUND GAS	
	OVERHEAD UTILITY	
	UNDERGROUND FIBER OPTIC	
	UNDERGROUND ELECTRIC	
	UNDERGROUND CABLE TV	
	PROPERTY LINE	
	CONIFEROUS TREE	
	DECIDUOUS TREE	
	PARKING COUNTS	

SITE DATA

CURRENT ZONING:	B-4
PROPOSED ZONING:	PRD
PARKING SETBACKS	
FRONT YARD:	10'
REAR YARD:	10'
SIDE YARD:	0'
	*10' WHEN ABUTTING RESIDENTIAL
INTERNAL SIDE YARD:	10'
BUILDING SETBACKS	
FRONT YARD:	75'
REAR YARD:	50'
SIDE YARD:	50'
WEST PROPERTY AREA:	5.35 AC.
AREA OF DISTURBANCE:	5.35 AC.
WEST IMPERVIOUS AREA:	3.07 AC.

SITE NOTES

1. ALL PAVING, CONCRETE CURB, GUTTER AND SIDEWALK SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN PER THE DETAIL SHEET(S) AND STATE/LOCAL JURISDICTION REQUIREMENTS.
2. ACCESSIBLE PARKING AND ACCESSIBLE ROUTES SHALL BE PROVIDED PER CURRENT ADA STANDARDS AND LOCAL/STATE REQUIREMENTS.
3. ALL CURB DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
4. ALL BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF WALL UNLESS OTHERWISE NOTED.
5. TYPICAL FULL SIZED PARKING STALL IS 9' X 18' WITH A 22' WIDE TWO WAY DRIVE UNLESS OTHERWISE NOTED.
6. ALL CURB RADII SHALL BE 3.0' UNLESS OTHERWISE NOTED.
7. BITUMINOUS IMPREGNATED FIBER BOARD TO BE PLACED AT FULL DEPTH OF CONCRETE ADJACENT TO EXISTING STRUCTURES AND BEHIND CURB ADJACENT TO DRIVEWAYS AND SIDEWALKS.
8. SEE SITE ELECTRICAL PLAN FOR SITE LIGHTING.

WEST OFF-STREET PARKING CALCULATIONS

PROPOSED SURFACE PARKING PROVIDED:	166 STALLS
SURFACE ACCESSIBLE PARKING:	6 STALLS
REQUIRED SURFACE ACCESSIBLE PARKING:	6 STALLS*

**REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES FOR 151-200 STALLS*

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SHEET TITLE

SITE PLAN

SHEET NUMBER

C2-1

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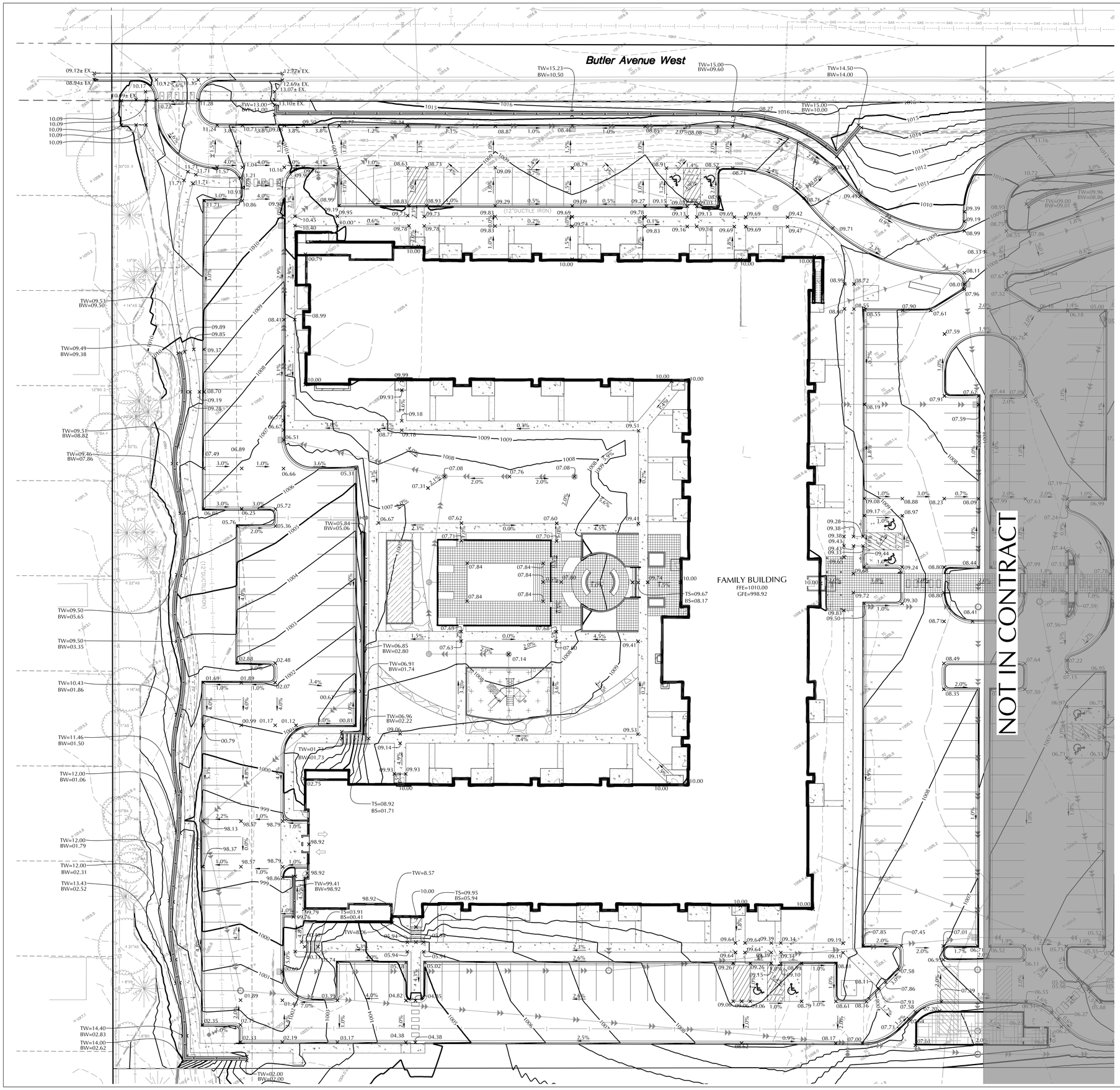

SCALE IN FEET 0 20 40

CONSTRUCTION LIMITS

CIVIL LEGEND

EXISTING / PROPOSED

SANITARY MANHOLE
STORM MANHOLE
CATCH BASIN
CULVERT
HYDRANT
GATEVALVE
POST INDICATOR VALVE
LIGHT POLE
POWER POLE
SIGN
BENCHMARK
SOIL BORINGS
WATER MANHOLE
TELEPHONE MANHOLE
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FENCE LINE
UNDERGROUND TELE
UNDERGROUND GAS
OVERHEAD UTILITY
UNDERGROUND FIBER OPTIC
UNDERGROUND ELECTRIC
UNDERGROUND CABLE TV
PROPERTY LINE
CONIFEROUS TREE
DECIDUOUS TREE
PARKING COUNTS

GRADING, DRAINAGE & EROSION CONTROL NOTES

1. SPOT ELEVATIONS REPRESENT FINISHED SURFACE GRADES, GUTTER/FLOW LINE, FACE OF BUILDING, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.16 FEET. RIM ELEVATIONS SHOWN ON PLANS DO NOT REFLECT SUMPED ELEVATIONS.
3. ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE MINIMUM OF 4 INCHES OF TOP SOIL AND SEED/MULCH OR SOD. THESE AREAS SHALL BE WATERED/MAINTAINED BY THE CONTRACTOR UNTIL VEGETATION IS ESTABLISHED.
4. FOR SITE RETAINING WALLS "TW" EQUALS SURFACE GRADE AT TOP FACE OF WALL (NOT TOP OF WALL), "GW" EQUALS SURFACE GRADE AT WALL GRADE TRANSITION, AND "BW" EQUALS SURFACE GRADE AT BOTTOM FACE OF WALL (NOT BOTTOM OF BURIED WALL COURSES).
5. STREETS MUST BE CLEANED AND SWEPT WHENEVER TRACKING OF SEDIMENTS OCCURS AND BEFORE SITES ARE LEFT IDLE FOR WEEKENDS AND HOLIDAYS. A REGULAR SWEEPING SCHEDULE MUST BE ESTABLISHED.
6. DUST MUST BE ADEQUATELY CONTROLLED.
7. SEE SWPPP FOR ADDITIONAL EROSION CONTROL NOTES AND REQUIREMENTS.
8. SEE UTILITY PLANS FOR WATER, STORM AND SANITARY SEWER INFORMATION.
9. SEE SITE PLAN FOR CURB AND BITUMINOUS TAPER LOCATIONS.
10. SEE LANDSCAPE PLAN FOR FINAL SITE STABILIZATION.
11. SEE LANDSCAPE FOR RETAINING WALL FINISHES AND PRODUCT INFO.

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SHEET TITLE

GRADING PLAN

SHEET NUMBER

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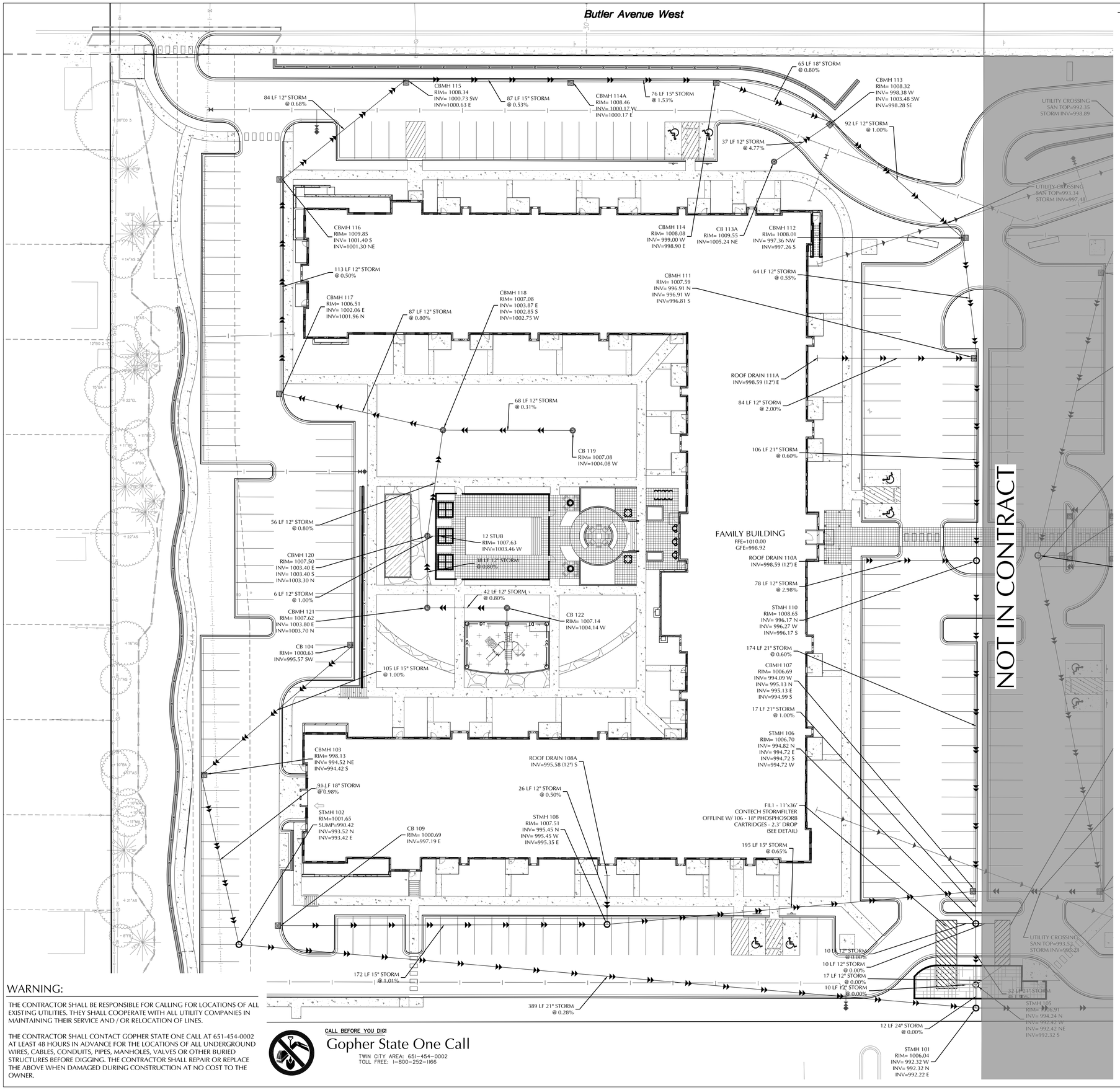

CIVIL LEGEND

EXISTING		PROPOSED
	SANITARY MANHOLE	
	STORM MANHOLE	
	CATCH BASIN	
	CULVERT	
	HYDRANT	
	GATEVALVE	
	POST INDICATOR VALVE	
	LIGHT POLE	
	POWER POLE	
	SIGN	
	BENCHMARK	
	SOIL BORINGS	
	WATER MANHOLE	
	TELEPHONE MANHOLE	
	UTILITY MANHOLE	
	ELECTRIC MANHOLE	
	WATER SERVICE	
	SANITARY SERVICE	
	HANDICAP PARKING	
	DIRECTION OF FLOW	
	SPOT ELEVATION	
	CONTOURS	
	SANITARY SEWER	
	STORM SEWER	

WATERMAIN	
FORCEMAIN	
DRAINTILE	
SILT FENCE	
CURB & GUTTER	
RETAINING WALL	
TREELINE	
EASEMENT LINE	
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UNDERGROUND TELE	
UNDERGROUND GAS	
OVERHEAD UTILITY	
UNDERGROUND FIBER OPTIC	
UNDERGROUND ELECTRIC	
UNDERGROUND CABLE TV	
PROPERTY LINE	
CONFEROUS TREE	
DECIDUOUS TREE	
PARKING COUNTS	

N

0 20 40
SCALE IN FEET

CONSTRUCTION LIMITS

STRUCTURE TABLE

NAME	TYPE	SIZE	RIM	BUILD	CASTING	NOTES
101	STMH	60"	1006.04	15.82'	R-1733	
102	STMH	48"	1001.65	11.23'	R-1733	
103	CBMH	48"	999.08	4.67'	R-3067	
104	CB	2'X3'	1000.63	5.06'	R-3067	
105	STMH	60"	1006.91	16.59'	R-1733	
106	STMH	60"	1006.70	13.98'	R-1733	
107	CBMH	48"	1006.69	15.60'	R-3067	
108	STMH	48"	1007.51	14.16'	R-1733	
109	CB	2'X3'	1000.69	3.50'	R-3067	
110	STMH	48"	1008.65	12.48'	R-1733	
111	CBMH	48"	1007.59	10.78'	R-3067	
112	CBMH	48"	1008.01	10.75'	R-3067	
113	CBMH	48"	1008.32	10.05'	R-3067	
113A	CB	27"	1009.55	4.32'	R-4370-21	
114	CBMH	48"	1008.08	9.18'	R-3067	
115	CBMH	48"	1008.34	7.71'	R-3067	
116	CBMH	48"	1009.85	8.55'	R-3067	
117	CBMH	48"	1006.51	4.55'	R-3067	
118	CBMH	27"	1007.08	4.33'	R-4370-21	
119	CB	27"	1007.08	3.00'	R-4370-21	
120	CBMH	27"	1007.50	4.20'	R-4370-21	
121	CBMH	27"	1007.62	3.92'	R-4370-21	
122	CB	27"	1007.14	3.00'	R-4370-21	

UTILITY NOTES

1. ALL SANITARY SEWER, STORM SEWER AND WATERMAIN UTILITIES SHALL BE FURNISHED AND INSTALLED PER THE REQUIREMENTS OF THE SPECIFICATIONS,THE MINNESOTA PLUMBING CODE, THE LOCAL GOVERNING UNIT , AND THE STANDARD UTILITIES SPECIFICATION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), LATEST EDITION.
2. ALL UTILITY PIPE BEDDING SHALL BE COMPACTED SAND OR FINE GRANULAR MATERIAL. ALL COMPACTION SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CEAM SPECIFICATION.
3. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE PERFORMED PER THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTIONS. THE CITY DEPARTMENT OF ENGINEERING AND BUILDING INSPECTIONS DEPARTMENT AND THE CONSTRUCTION ENGINEER MUST BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, OR WORK IMPACTING PUBLIC UTILITIES.
4. ALL STORM SEWER SERVICES SHALL TERMINATE 5' FROM THE BUILDING FACE UNLESS OTHERWISE NOTED.
5. A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED BETWEEN WATERMAIN AND ALL OTHER UTILITIES UNLESS OTHERWISE NOTED.
6. ALL NEW WATERMAIN AND SERVICES MUST HAVE A MINIMUM OF 8.0 FEET OF COVER. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. THE CONTRACTOR SHALL FIELD ADJUST WATERMAIN TO AVOID CONFLICTS WITH SANITARY SEWER, STORM SEWER, AND SERVICES AS REQUIRED. INSULATION OF WATER AND SANITARY SEWER LINES SHALL BE PROVIDED WHERE 8.0 FEET MINIMUM DEPTH CAN NOT BE ATTAINED.
7. ALL PORTIONS OF THE STORM SEWER SYSTEM, INCLUDING CATCH BASINS, LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED ACCORDANCE WITH MINNESOTA RULES, PART 4715.2820
8. ALL JOINTS AND CONNECTIONS IN THE STORM SEWER SYSTEM SHALL BE GASTIGHT OR WATERTIGHT (SEE MINNESOTA RULES, PART 4715.0700). APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES, CATCHBASINS, AND OTHER STRUCTURES.
9. HIGH-DENSITY POLYETHYLENE (HDPE) STORM DRAINS MUST COMPLY WITH MINNESOTA RULES, PART 4715.0540:
   a. PIPES 4-INCH TO 10-INCH IN SIZE MUST COMPLY WITH AASHTO M252.
   b. PIPES 12-INCH TO 60-INCH IN SIZE MUST COMPLY WITH ASTM F2306.
   c. ALL FITTINGS MUST COMPLY WITH ASTM D3212.
   d. WATER-TIGHT JOINTS MUST BE USED AT ALL CONNECTIONS INCLUDING STRUCTURES.
10. TEMPORARY SERVICE: THE CONTRACTOR SHALL PROVIDE TEMPORARY SERVICE IF SERVICE CANNOT BE RESTORED SAME DAY. IF USING HYDRANT FOR TEMPORARY SERVICE, NOTIFY PUBLIC UTILITIES DEPARTMENT AND USE ONLY PRE-APPROVED HYDRANT AND SUPPLIED HYDRO METER WITH BACK FLOW. THE CONTRACTOR'S TEMPORARY MAIN SHALL BE DISINFECTED, FLUSHED AND BACTERIOLOGICAL ANALYSIS SHOWN NEGATIVE PRIOR TO PUTTING THE TEMPORARY SYSTEM IN SERVICE. THE TEMPORARY WATER SYSTEM SHALL BE IN PLACE PRIOR TO THE PUBLIC UTILITIES DEPARTMENT SHUTTING OFF ANY WATER MAINS.
11. ALL PROPOSED STRUCTURES SHALL HAVE FLEX SEAL INSTALLED ON THE ADJUSTING RINGS.
12. STORM SEWER MATERIALS: HDPE
13. CONTRACTOR TO VERIFY UNDERLYING SOILS BENEATH ALL STORMWATER FACILITIES, AND PROVIDE DOCUMENTATION TO THE ENGINEER, PRIOR TO CONSTRUCTION OF THE FACILITIES.

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SHEET TITLE

STORM SEWER PLAN

SHEET NUMBER

C4-2

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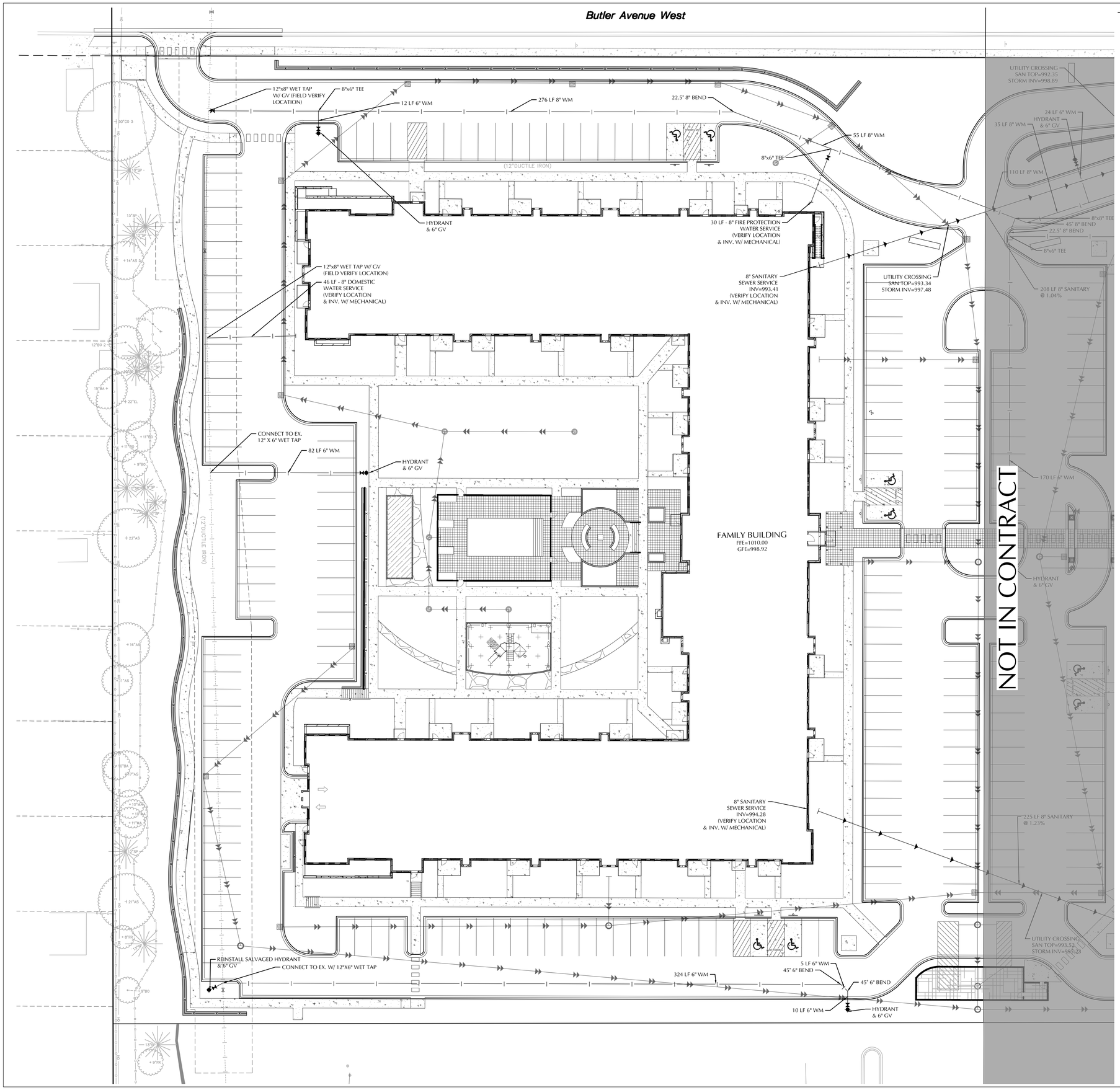

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	GATEVALVE	
GMV	POST INDICATOR VALVE	GMV
	LIGHT POLE	
	POWER POLE	
	SIGN	
BM	BENCHMARK	
	SOIL BORINGS	
	WATER MANHOLE	
	TELEPHONE MANHOLE	
	UTILITY MANHOLE	
	ELECTRIC MANHOLE	
	WATER SERVICE	
	SANITARY SERVICE	
	HANDICAP PARKING	
100	DIRECTION OF FLOW	100
895.6	SPOT ELEVATION	895.6
896	CONTOURS	896
	SANITARY SEWER	
	STORM SEWER	

W	WATERMAIN	W
FM	FORCEMAIN	FM
DT	DRAINTILE	DT
	SILT FENCE	
	CURB & GUTTER	
	RETAINING WALL	
	TREELINE	
	EASEMENT LINE	
	SETBACK LINE	
X	FENCE LINE	X
TEL	UNDERGROUND TELE	
GAS	UNDERGROUND GAS	
OH	OVERHEAD UTILITY	
FO	UNDERGROUND FIBER OPTIC	
ELE	UNDERGROUND ELECTRIC	
CTV	UNDERGROUND CABLE TV	
	PROPERTY LINE	
	CONFEROUS TREE	
	DECIDUOUS TREE	
23	PARKING COUNTS	23

STRUCTURE TABLE

NAME	TYPE	SIZE	RIM	BUILD	CASTING	NOTES
1	MH	48"	994.39	10.94'	R-1642	
2	MH	48"	1007.16	16.01'	R-1642	
3	MH	48"	1001.28	14.18'	R-1642	
4	MH	48"	1006.58	15.17'	R-1642	

UTILITY NOTES

1. ALL SANITARY SEWER, STORM SEWER AND WATERMAIN UTILITIES SHALL BE FURNISHED AND INSTALLED PER THE REQUIREMENTS OF THE SPECIFICATIONS,THE MINNESOTA PLUMBING CODE, THE LOCAL GOVERNING UNIT , AND THE STANDARD UTILITIES SPECIFICATION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), LATEST EDITION.
2. ALL UTILITY PIPE BEDDING SHALL BE COMPACTED SAND OR FINE GRANULAR MATERIAL. ALL COMPACTION SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CEAM SPECIFICATION.
3. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE PERFORMED PER THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTIONS. THE CITY DEPARTMENT OF ENGINEERING AND BUILDING INSPECTIONS DEPARTMENT AND THE CONSTRUCTION ENGINEER MUST BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, OR WORK IMPACTING PUBLIC UTILITIES.
4. ALL SANITARY SEWER AND WATER SERVICES SHALL TERMINATE 5' FROM THE BUILDING FACE UNLESS OTHERWISE NOTED.
5. A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED BETWEEN WATERMAIN AND ALL OTHER UTILITIES UNLESS OTHERWISE NOTED.
6. ALL NEW WATERMAIN AND SERVICES MUST HAVE A MINIMUM OF 8.0 FEET OF COVER. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. THE CONTRACTOR SHALL FIELD ADJUST WATERMAIN TO AVOID CONFLICTS WITH SANITARY SEWER, STORM SEWER, AND SERVICES AS REQUIRED. INSULATION OF WATER AND SANITARY SEWER LINES SHALL BE PROVIDED WHERE 8.0 FEET MINIMUM DEPTH CAN NOT BE ATTAINED.
7. ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
8. ALL SANITARY SEWER WYES, TEES AND SERVICES SHALL BE SCH. 40 PVC.
9. HYDRANT USE: CONTRACTOR IS RESPONSIBLE TO NOTIFY PUBLIC UTILITIES DEPARTMENT WHEN THEY NEED TO USE A HYDRANT; ONLY PRE-AUTHORIZED HYDRANTS WILL BE USED. HYDRANTS TO BE OPERATED ONLY WITH PROPER EQUIPMENT SUCH AS A HYDRANT NUT WRENCH, NOT A PIPE WRENCH, HYDRANT METER IS AVAILABLE FROM PUBLIC UTILITIES DEPARTMENT, ANY TRUCK, ETC. FILLED FROM A HYDRANT MUST BE METERED, MUST HAVE PHYSICAL BREAK OR BACK-FLOW PREVENTER APPROVED BY PUBLIC UTILITIES DEPARTMENT. ALSO APPLIES TO SUBCONTRACTORS.
10. OPERATING VALVES FOR TURNING WATER MAIN ON/OFF: PUBLIC UTILITIES DEPARTMENT WILL OPERATE ALL VALVES AND FILL ALL WATER MAINS (PUBLIC AND PRIVATE). CONTRACTOR SHALL GIVE AT LEAST 24 HOURS NOTICE TO HAVE WATER SHUT OFF AND SHALL NOTIFY IN WRITING, ALL AFFECTED CUSTOMERS AT LEAST 24 HOURS IN ADVANCE BEFORE SHUT OFF; ATTACH TO DOOR, ETC., NOT IN MAILBOXES.
11. TEMPORARY SERVICE: THE CONTRACTOR SHALL PROVIDE TEMPORARY SERVICE IF SERVICE CANNOT BE RESTORED SAME DAY. IF USING HYDRANT FOR TEMPORARY SERVICE, NOTIFY PUBLIC UTILITIES DEPARTMENT AND USE ONLY PRE-APPROVED HYDRANT AND SUPPLIED HYDRO METER WITH BACK FLOW. THE CONTRACTOR'S TEMPORARY MAIN SHALL BE DISINFECTED, FLUSHED AND BACTERIOLOGICAL ANALYSIS SHOWN NEGATIVE PRIOR TO PUTTING THE TEMPORARY SYSTEM IN SERVICE. THE TEMPORARY WATER SYSTEM SHALL BE IN PLACE PRIOR TO THE PUBLIC UTILITIES DEPARTMENT SHUTTING OFF ANY WATER MAINS.
12. ALL PROPOSED STRUCTURES SHALL HAVE FLEX SEAL INSTALLED ON THE ADJUSTING RINGS.
13. SANITARY SEWER MATERIAL: PVC SDR 26
14. WATERMAIN MATERIAL: PVC C900

0 20 40
SCALE IN FEET

CONSTRUCTION LIMITS

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG!
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

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ENVIRONMENTAL
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Maple Grove, MN 55369
763.424.5505
www.loucksinc.com

LOUCKS PROJECT NO. 05749.0B

PROJECT TITLE

WEST ST. PAUL FAMILY

OWNER/DEVELOPER

DOMINIUM

ISSUE #	DATE	DESCRIPTION
	03/13/2020	PERMIT SET
	04/14/2020	BID SET
A	05/12/2020	ADDENDUM #1
	06/26/2020	SITE PLAN APPLICATION

CERTIFICATION

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.

Michael J. St. Martin, PE

24440 — License Number
03/13/2020 — Date

DATE	06/26/2020
DRAWN BY	JBT
CHECKED BY	SRT
COMMISSION NUMBER	05749.0B

SHEET TITLE

SANITARY SEWER & WATERMAIN PLAN

SHEET NUMBER

C4-1

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BKVTB-30x42

1 A401 NORTH OVERALL ELEVATION
1/16" = 1'-0"

2 A401 SOUTH OVERALL ELEVATION
1/16" = 1'-0"

3 A401 EAST OVERALL ELEVATION
1/16" = 1'-0"

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ISSUE #	DATE	DESCRIPTION
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Mike Krych 6/25/2020
23555
License Number Date

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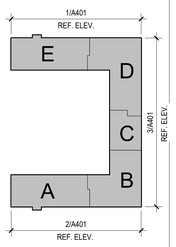
CHECKED BY	Checker
COMMISSION NUMBER	1393-161



SHEET TITLE

EXTERIOR ELEVATIONS - REFERENCE

SHEET NUMBER

A401

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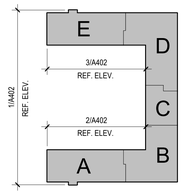
1 A402 WEST OVERALL ELEVATION
1/16" = 1'-0"

2 A402 NORTH OVERALL COURTYARD ELEVATION
1/16" = 1'-0"

3 A402 SOUTH OVERALL COURTYARD ELEVATION
1/16" = 1'-0"



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PROJECT TITLE

WEST ST. PAUL FAMILY

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Mike Krych 6/25/2020
23555
License Number Date

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COMMISSION NUMBER	1393-161

SHEET TITLE

EXTERIOR ELEVATIONS - REFERENCE

SHEET NUMBER

A402

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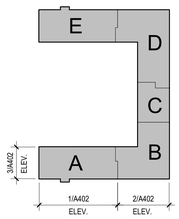
1 A403 SOUTH ELEVATION - AREA A
1/8" = 1'-0"

2 A403 SOUTH ELEVATION - AREA B
1/8" = 1'-0"

3 A403 WEST ELEVATION - AREA A
1/8" = 1'-0"

NOTE:
REFERENCE ELECTRICAL SHEETS FOR ALL EXTERIOR LIGHTING FIXTURES. LOCATIONS TO BE FINALIZED IN FUTURE INSSUANCE, TYPICAL



EXTERIOR ELEVATION KEYNOTES

AE04	PREFINISHED BREAK METAL CAP, COLOR TO MATCH ADJACENT FRAME AND BODY
AE08	PACU – PT. TO MATCH ADJACENT MATERIAL, TYP
AE11	MASONRY AREA WELL W/ CAST-STONE CAP, COLOR TBD
AE12	METAL SHADING TRELLIS, PT. TO MATCH ADJACENT MATERIAL, TYP
AE23	ROCKFACE CMU: DCMU-1 MATERIAL TRANSITION, REF. DETAILS
AE26	12" SOLDIER COURSE HEADER, FBR-1 TYP.
AE27	4" ROWLOCK SILL,FBR-1, TYP
AE29	SOLDIER COURSE, FBR-1 TYP.
AE30	BOLLARDS, TYP
AE36	ENTRY METAL CANOPY,COLOR TBD
AE37	PROTUDING PRE-FINISHED METAL COPING TO MATCH LAP SIDING COLOR,TYP.
AE38	ELECTRICAL LIGHTING,TYP. REFER TO ELECTRICAL SHEETS
AE39	EXPOSED CMU AT AREA WELLS AND GAS METERS ACCESS TO BE DCMU-1
AE40	BALCONY,TYP.
AE41	REFER TO CIVIL FOR GRADE

EXTERIOR MATERIAL LEGEND

FBR-1	FACE BRICK MASONRY VENEER, SAME FOR SILL AND SOLIDER COURSE	
FBR-2	FACE BRICK "ACCENT" MASONRY VENEER	
DCMU-1	DCMU-1	
FSDG-1-1	LAP SIDING 8" - XPT-1	
FSDG-1-2	LAP SIDING 8" - XPT-2	
FSDG-1-3	LAP SIDING 8" - XPT-3	
FSDG-1-4	~~LAP SIDING 8" -DARK GRAY- XPT4~~	COLOR OMITTED
FSDG-2-3	LAP SIDING 4"/8" - XPT-3	
FSDG-3-3	PANEL SIDING - XPT-3	
FSDG-4-3	TRIM BOARDS - XPT-3	
FSDG-4-5	~~TRIM BOARDS-DARK MEDIUM GREY- XPT-5~~	COLOR OMITTED

GENERAL NOTE: ALL FIBER CEMENT SIDING TO BE FIELD PAINTED

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A	05/12/2020	ADDENDUM #1
B	07/01/2020	ADDENDUM #2

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23555
License Number

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Date

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SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

A403

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1 A404 EAST AREA B ELEVATION
1/8" = 1'-0"

2 A404 EAST AREA D ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

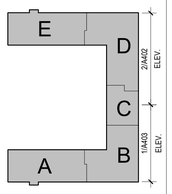
AE04	PREFINISHED BREAK METAL CAP, COLOR TO MATCH ADJACENT FRAME AND BODY
AE08	PACU – PT. TO MATCH ADJACENT MATERIAL, TYP
AE11	MASONRY AREA WELL W/ CAST-STONE CAP, COLOR TBD
AE12	METAL SHADING TRELLIS, PT. TO MATCH ADJACENT MATERIAL, TYP
AE23	ROCKFACE CMU: DCMU-1 MATERIAL TRANSITION, REF. DETAILS
AE26	12" SOLDIER COURSE HEADER, FBR-1 TYP.
AE27	4" ROWLOCK SILL,FBR-1, TYP
AE29	SOLDIER COURSE, FBR-1 TYP
AE36	ENTRY METAL CANOPY,COLOR TBD
AE37	PROTUDING PRE-FINISHED METAL COPING TO MATCH LAP SIDING COLOR,TYP.
AE38	ELECTRICAL LIGHTING,TYP. REFER TO ELECTRICAL SHEETS
AE39	EXPOSED CMU AT AREA WELLS AND GAS METERS ACCESS TO BE DCMU-1
AE40	BALCONY,TYP.
AE41	REFER TO CIVIL FOR GRADE
AE42	PRE-FINISHED METAL COPING TO MATCH PANEL COLOR AND FASCIA,TYP.

EXTERIOR MATERIAL LEGEND

FBR-1	FACE BRICK MASONRY VENEER, SAME FOR SILL AND SOLIDER COURSE	
FBR-2	FACE BRICK "ACCENT" MASONRY VENEER	
DCMU-1	DCMU-1	
FSDG-1-1	LAP SIDING 8" - XPT-1	
FSDG-1-2	LAP SIDING 8" - XPT-2	
FSDG-1-3	LAP SIDING 8" - XPT-3	
FSDG-1-4	~~LAP SIDING 8" - DARK GRAY- XPT4~~	COLOR OMITTED
FSDG-2-3	LAP SIDING 4"/8" - XPT-3	
FSDG-3-3	PANEL SIDING - XPT-3	
FSDG-4-3	TRIM BOARDS - XPT-3	
FSDG-4-5	~~TRIM BOARDS-DARK MEDIUM GREY- XPT-5~~	COLOR OMITTED

GENERAL NOTE: ALL FIBER CEMENT SIDING TO BE FIELD PAINTED

NOTE:
REFERENCE ELECTRICAL SHEETS FOR ALL EXTERIOR LIGHTING FIXTURES. LOCATIONS TO BE FINALIZED IN FUTURE INSSUANCE, TYPICAL



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EXTERIOR ELEVATIONS

SHEET NUMBER

A404

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1 A405 NORTH AREA D ELEVATION
1/8" = 1'-0"

2 A405 WEST AREA E WING ELEVATION
1/8" = 1'-0"

3 A405 NORTH AREA ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

AE04	PREFINISHED BREAK METAL CAP, COLOR TO MATCH ADJACENT FRAME AND BODY
AE08	PACU – PT. TO MATCH ADJACENT MATERIAL, TYP
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AE26	12" SOLDIER COURSE HEADER, FBR-1 TYP.
AE27	4" ROWLOCK SILL,FBR-1, TYP
AE36	ENTRY METAL CANOPY,COLOR TBD
AE37	PROTUDING PRE-FINISHED METAL COPING TO MATCH LAP SIDING COLOR,TYP.
AE38	ELECTRICAL LIGHTING,TYP. REFER TO ELECTRICAL SHEETS
AE39	EXPOSED CMU AT AREA WELLS AND GAS METERS ACCESS TO BE DCMU-1
AE41	REFER TO CIVIL FOR GRADE
AE42	PRE-FINISHED METAL COPING TO MATCH PANEL COLOR AND FASCIA,TYP.

EXTERIOR MATERIAL LEGEND

FBR-1	FACE BRICK MASONRY VENEER, SAME FOR SILL AND SOLIDER COURSE	
FBR-2	FACE BRICK "ACCENT" MASONRY VENEER	
DCMU-1	DCMU-1	
FSDG-1-1	LAP SIDING 8" - XPT-1	
FSDG-1-2	LAP SIDING 8" - XPT-2	
FSDG-1-3	LAP SIDING 8" - XPT-3	
FSDG-1-4	~~LAP SIDING 8"- DARK GRAY- XPT4~~	COLOR OMITTED
FSDG-2-3	LAP SIDING 4"/8" - XPT-3	
FSDG-3-3	PANEL SIDING - XPT-3	
FSDG-4-3	TRIM BOARDS - XPT-3	
FSDG-4-5	~~TRIM BOARDS DARK MEDIUM GREY- XPT-5~~	COLOR OMITTED

GENERAL NOTE: ALL FIBER CEMENT SIDING TO BE FIELD PAINTED

NOTE:
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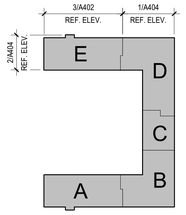

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EXTERIOR ELEVATIONS

SHEET NUMBER

A405

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1 / A406 NORTH COURTYARD ELEVATION
1/8" = 1'-0"

2 / A406 SOUTH COURTYARD ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

AE04	PREFINISHED BREAK METAL CAP, COLOR TO MATCH ADJACENT FRAME AND BODY
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AE41	REFER TO CIVIL FOR GRADE

EXTERIOR MATERIAL LEGEND

FBR-1	FACE BRICK MASONRY VENEER, SAME FOR SILL AND SOLIDER COURSE	
FBR-2	FACE BRICK "ACCENT" MASONRY VENEER	
DCMU-1	DCMU-1	
FSDG-1-1	LAP SIDING 8" - XPT-1	
FSDG-1-2	LAP SIDING 8" - XPT-2	
FSDG-1-3	LAP SIDING 8" - XPT-3	
FSDG-1-4	~~LAP SIDING 8" - DARK GRAY - XPT4~~	COLOR OMITTED
FSDG-2-3	LAP SIDING 4"/8" - XPT-3	
FSDG-3-3	PANEL SIDING - XPT-3	
FSDG-4-3	TRIM BOARDS - XPT-3	
FSDG-4-5	~~TRIM BOARDS DARK MEDIUM GREY - XPT-5~~	COLOR OMITTED

GENERAL NOTE: ALL FIBER CEMENT SIDING TO BE FIELD PAINTED

NOTE:
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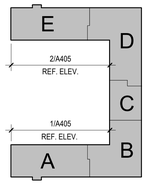

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COMMISSION NUMBER	1393-161

SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

A406

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1 A407 WEST COURTYARD ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

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AE36	ENTRY METAL CANOPY,COLOR TBD
AE37	PROTUDING PRE-FINISHED METAL COPING TO MATCH LAP SIDING COLOR,TYP.
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EXTERIOR MATERIAL LEGEND

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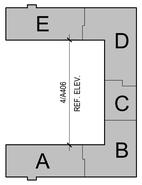
FBR-2	FACE BRICK "ACCENT" MASONRY VENEER
DCMU-1	DCMU-1
FSDG-1-1	LAP SIDING 8" - XPT-1
FSDG-1-2	LAP SIDING 8" - XPT-2
FSDG-1-3	LAP SIDING 8" - XPT-3
~~FSDG-1-4~~	~~LAP SIDING 8" DARK GRAY- XPT4~~ COLOR OMITTED
FSDG-2-3	LAP SIDING 4"/8" - XPT-3
FSDG-3-3	PANEL SIDING - XPT-3
FSDG-4-3	TRIM BOARDS - XPT-3
~~FSDG-4-5~~	~~TRIM BOARDS DARK MEDIUM GREY- XPT-5~~ COLOR OMITTED

GENERAL NOTE: ALL FIBER CEMENT SIDING TO BE FIELD PAINTED

NOTE:
REFERENCE ELECTRICAL SHEETS FOR ALL EXTERIOR LIGHTING FIXTURES. LOCATIONS TO BE FINALIZED IN FUTURE INSSUANCE, TYPICAL



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CONSULTANTS

PROJECT TITLE

WEST ST. PAUL FAMILY

ISSUE #	DATE	DESCRIPTION
	03/13/2020	PERMIT SET
	04/14/2020	BID SET
A	05/12/2020	ADDENDUM #1

CERTIFICATION

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 Architect under the laws of the state of Minnesota

Mike Krych 6/25/2020
23555
License Number Date

DRAWN BY	JI
CHECKED BY	Checker
COMMISSION NUMBER	1393-161

SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

A407

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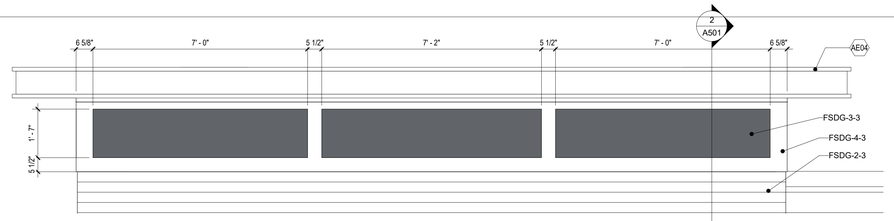
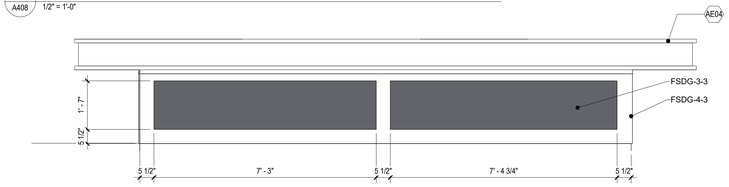
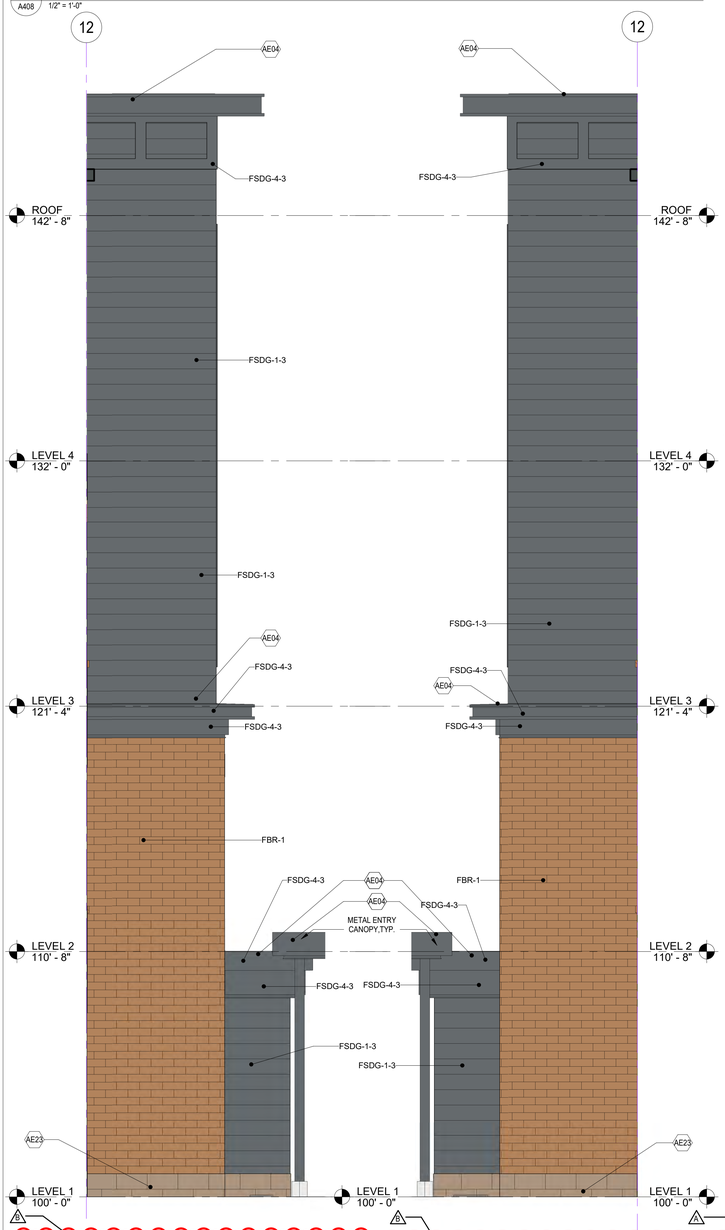


1 A408 SOUTH AREA HIGH ROOF TYP. TRIM ELEVATION
1/2" = 1'-0"



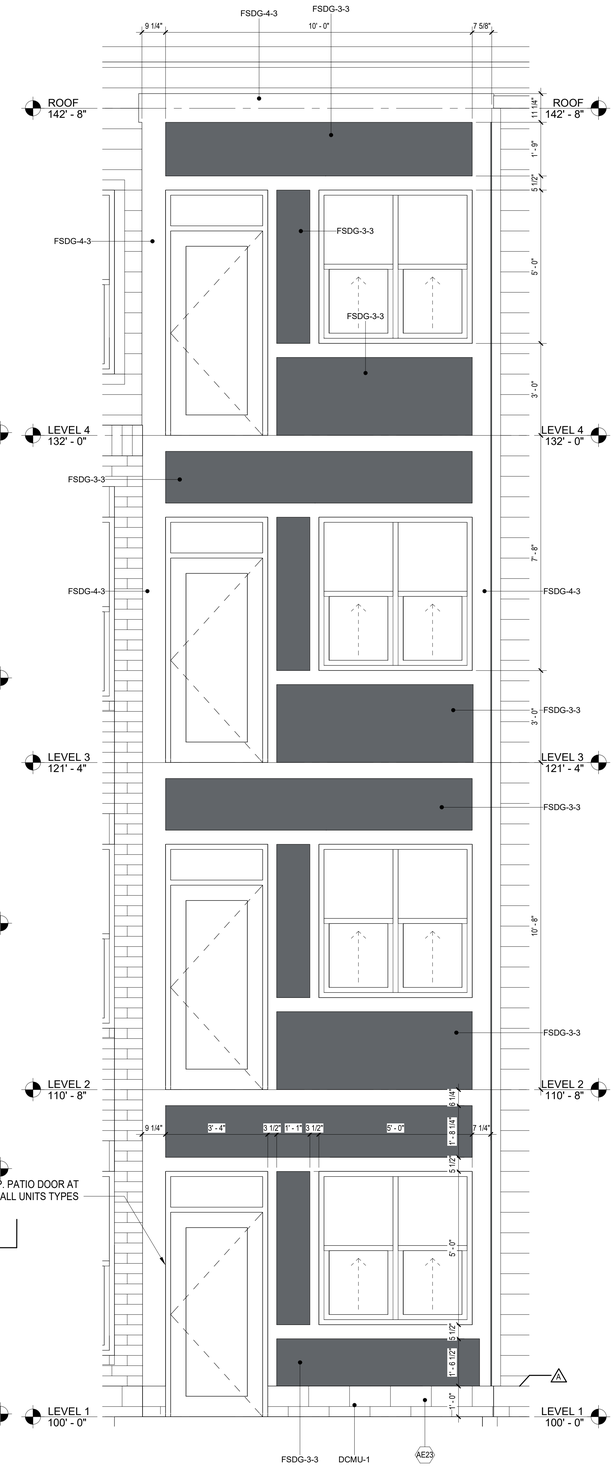
2 A408 WEST AREA A HIGH ROOF TYP. TRIM ELEVATION
1/2" = 1'-0"



3 A408 ENLARGED FRONT ENTRY - SOUTH ELEVATION
3/8" = 1'-0"

4 A408 ENLARGED FRONT ENTRY - NORTH ELEVATION
3/8" = 1'-0"

5 A408 ENLARGED FRONT ENTRY
3/8" = 1'-0"



6 A408 ENLARGED TYPICAL TRIM ELEVATION
1/2" = 1'-0"

REFERENCE EXTERIOR ELEVATION A400 SHEETS FOR EXTERIOR MATERIAL LEGEND

EXTERIOR ELEVATION KEYNOTES

AE04	PREFINISHED BREAK METAL CAP, COLOR TO MATCH ADJACENT FRAME AND BODY
AE23	ROCKFACE CMU: DCMU-1 MATERIAL TRANSITION, REF. DETAILS
AE26	12" SOLDIER COURSE HEADER, FBR-1 TYP.
AE29	SOLDIER COURSE, FBR-1 TYP.

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Mike Krych
23555 / 6/25/2020
License Number / Date

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ENLARGED EXTERIOR ELEVATIONS

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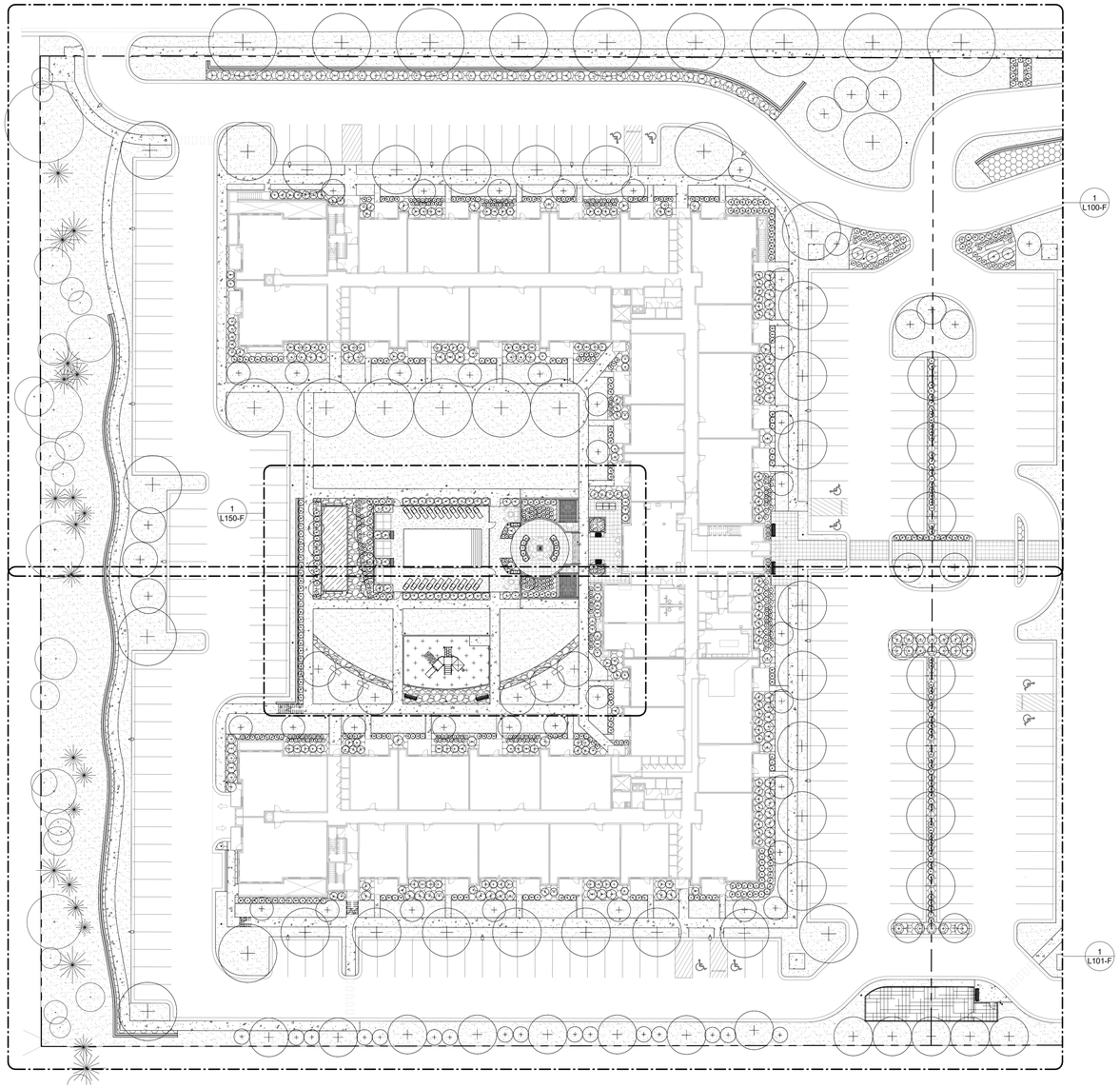

1 L001-F SITE - LANDSCAPE REFERENCE PLAN
1" = 30'-0"

GENERAL NOTES

1. LANDSCAPE CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
2. LANDSCAPE CONTRACTOR SHALL VERIFY PLAN LAYOUT AND DIMENSIONS SHOWN AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN AND/OR INTENT OF THE PROJECT'S LAYOUT.
3. LANDSCAPE CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND/OR MATERIALS SUPPLIED.
4. LANDSCAPE CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION OPERATIONS. DAMAGE TO SAME SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
5. LANDSCAPE CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION / MATERIAL INSTALLATION BEGINS (MINIMUM 10'-0" CLEARANCE).
6. UNDERGROUND UTILITIES SHALL BE INSTALLED SO THAT TRENCHES DO NOT CUT THROUGH ROOT SYSTEMS OF ANY EXISTING TREES TO REMAIN.
7. EXISTING CONTOURS, TRAILS, VEGETATION, CURB/GUTTER AND OTHER ELEMENTS ARE BASED UPON INFORMATION SUPPLIED TO THE LANDSCAPE ARCHITECT BY OTHERS. LANDSCAPE CONTRACTOR SHALL VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION AND NOTIFY LANDSCAPE ARCHITECT OF SAME.
8. ALIGNMENT AND GRADES OF THE PROPOSED WALKS, TRAILS AND/OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. CHANGES IN THE ALIGNMENT AND GRADES MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
9. LANDSCAPE CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN THE PLANT MATERIAL SELECTIONS AND OTHER SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE PLANT MATERIAL SELECTIONS OR SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK.
10. LANDSCAPE CONTRACTOR SHALL PREPARE AND SUBMIT REPRODUCIBLE AS-BUILT DRAWING(S) OF LANDSCAPE INSTALLATION, IRRIGATION AND SITE IMPROVEMENTS UPON COMPLETION OF CONSTRUCTION INSTALLATION AND PRIOR TO PROJECT ACCEPTANCE.
11. NO PLANTS WILL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
12. SOD AREAS DISTURBED DUE TO GRADING SHALL BE REPLACED, UNLESS NOTED OTHERWISE.
13. WHERE SOD ABUTS PAVED SURFACES, FINISHED GRADE OF SOD/SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.
14. SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, SOD SHALL BE STAKED SECURELY.
15. PROPOSED PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1. UNLESS NOTED OTHERWISE, DECIDUOUS SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED HEIGHT. ORNAMENTAL TREES SHALL HAVE NO 'V' CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' FEET ABOVE THE ROOT BALL. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE FINISHED GRADE.
16. LANDSCAPE CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND/OR MATERIALS SUPPLIED.
17. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
18. LANDSCAPE CONTRACTOR SHALL WARRANTY NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM THE DATE OF THE OWNER ACCEPTANCE. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.
19. PLANTING AREAS (NOT OVER STRUCTURE) RECEIVING GROUND COVER, PERENNIALS, ANNUALS, AND/OR VINES SHALL RECEIVE A MINIMUM OF 18" DEPTH OF PLANTING SOIL CONSISTING OF AT LEAST 45 PARTS TOPSOIL, 45 PARTS SCREENED COMPOST OR MANURE AND 10 PARTS SAND.
20. ANNUAL AND PERENNIAL PLANTING BEDS TO RECEIVE 4" DEEP SHREDDED HARDWOOD MULCH WITH NO WEED BARRIER.
21. SHRUB BED MASSINGS TO RECEIVE 4" DEEP SHREDDED HARDWOOD MULCH WITH FIBER MAT WEED BARRIER.
22. STEEL EDGER TO BE USED TO CONTAIN SHRUBS, PERENNIALS AND ANNUALS WHERE PLANTING BED MEETS SOD UNLESS OTHERWISE NOTED.
23. REFER TO CIVIL FOR SITE DEMOLITION INFORMATION.
24. REFER TO CIVIL FOR ADDITIONAL SITE GRADING AND UTILITY INFORMATION
25. IF A DISCREPANCY EXISTS BETWEEN THE NUMBER OF PLANTS SHOWN IN THE PLANT MATERIALS SCHEDULE AND THE PLANS, THE PLANS SHALL GOVERN.
26. CONTRACTOR SHALL STAKE OUT LOCATION OF ALL PROPOSED TREES FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

IRRIGATION NOTES

1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A PERFORMANCE IRRIGATION PLAN AND SPECIFICATIONS AS PART OF THE SCOPE OF WORK WHEN BIDDING. THESE SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ORDER AND/OR INSTALLATION. IT SHALL BE THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT SODDED/SEEDED AND PLANTED AREAS ARE IRRIGATED PROPERLY, INCLUDING THOSE AREAS DIRECTLY AROUND AND ABUTTING BUILDING FOUNDATION.
2. SHRUB & PERENNIAL BEDS TO BE IRRIGATED WITH DRIP IRRIGATION. SOD TO BE IRRIGATED WITH SPRAY.
3. LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH A WATERING/LAWN IRRIGATION SCHEDULE APPROPRIATE TO THE PROJECT SITE CONDITIONS AND TO PLANT MATERIALS GROWTH REQUIREMENTS.
4. LANDSCAPE CONTRACTOR SHALL INSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO INSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL PLANTING AREAS.
5. COORDINATE IRRIGATION SLEEVING LOCATIONS WITH GENERAL CONTRACTOR.
6. RAIN SENSORS TO BE INCLUDED WITHIN THE IRRIGATION DESIGN.
7. IRRIGATION LIMITS TO EXTEND TO STREET BACK OF CURB.

SURVEY NOTES

1. ALL EXISTING CONDITIONS SHOWN ON THIS DRAWING ARE BASED ON AN OWNER-FURNISHED SURVEY. BKV GROUP OFFERS NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, FOR THE ACCURACY OR RELIABILITY OF THE INDICATED EXISTING CONDITIONS.
2. THE CONTRACTOR SHALL FIELD VERIFY ALL CRITICAL EXISTING CONDITIONS INCLUDING, BUT NOT LIMITED TO, EXISTING BUILDING LOCATIONS, UTILITY LOCATIONS AND INVERT ELEVATIONS, AND EXISTING SITE GRADES PRIOR TO THE START OF WORK.
3. ANY OBSERVED DEVIATIONS FROM CONDITIONS INDICATED ON THE DRAWINGS SHALL BE BROUGHT TO THE ARCHITECT OR LANDSCAPE ARCHITECT'S ATTENTION IMMEDIATELY UPON DISCOVERY. NO WORK SHALL PROCEED IN THE AREAS OF ANY DISCOVERED DEVIATIONS UNTIL THE DIFFERENCES ARE RESOLVED.

SHEET INDEX:

SHEET NUMBER	SHEET NAME	PERMIT SET - 03/13/2020	BID SET - 04/14/2020	ADDENDUM #1 - 05/12/2020	ADDENDUM #2 - 06/25/2020	ISSUE 05	ISSUE 06
1 - GENERAL INFORMATION							
L001-F	LANDSCAPE TITLE SHEET	X	X	X			
3 - STANDARD SHEETS							
L100-F	SITE - LANDSCAPE PLAN NORTH	X	X	X	X		
L101-F	SITE - LANDSCAPE PLAN SOUTH	X	X	X	X		
L102-F	SITE - PLANTING PLAN NORTH	X	X	X	X		
L103-F	SITE - PLANTING PLAN SOUTH	X	X	X	X		
L150-F	COURTYARD - LANDSCAPE PLAN	X	X	X			
L151-F	COURTYARD - PLANTING PLAN	X	X	X			
L200-F	SITE - LAYOUT & SURFACING PLAN NORTH	X	X	X			
L201-F	SITE - LAYOUT & SURFACING PLAN SOUTH	X	X	X			
L202-F	COURTYARD - LAYOUT AND SURFACING PLAN	X	X	X			
L300-F	LANDSCAPE DETAILS	X	X	X	X		
L301-F	LANDSCAPE DETAILS	X	X	X	X		

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CERTIFICATION

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CHECKED BY	BH
COMMISSION NUMBER	1393-161

SHEET TITLE

LANDSCAPE TITLE SHEET

SHEET NUMBER

L001-F

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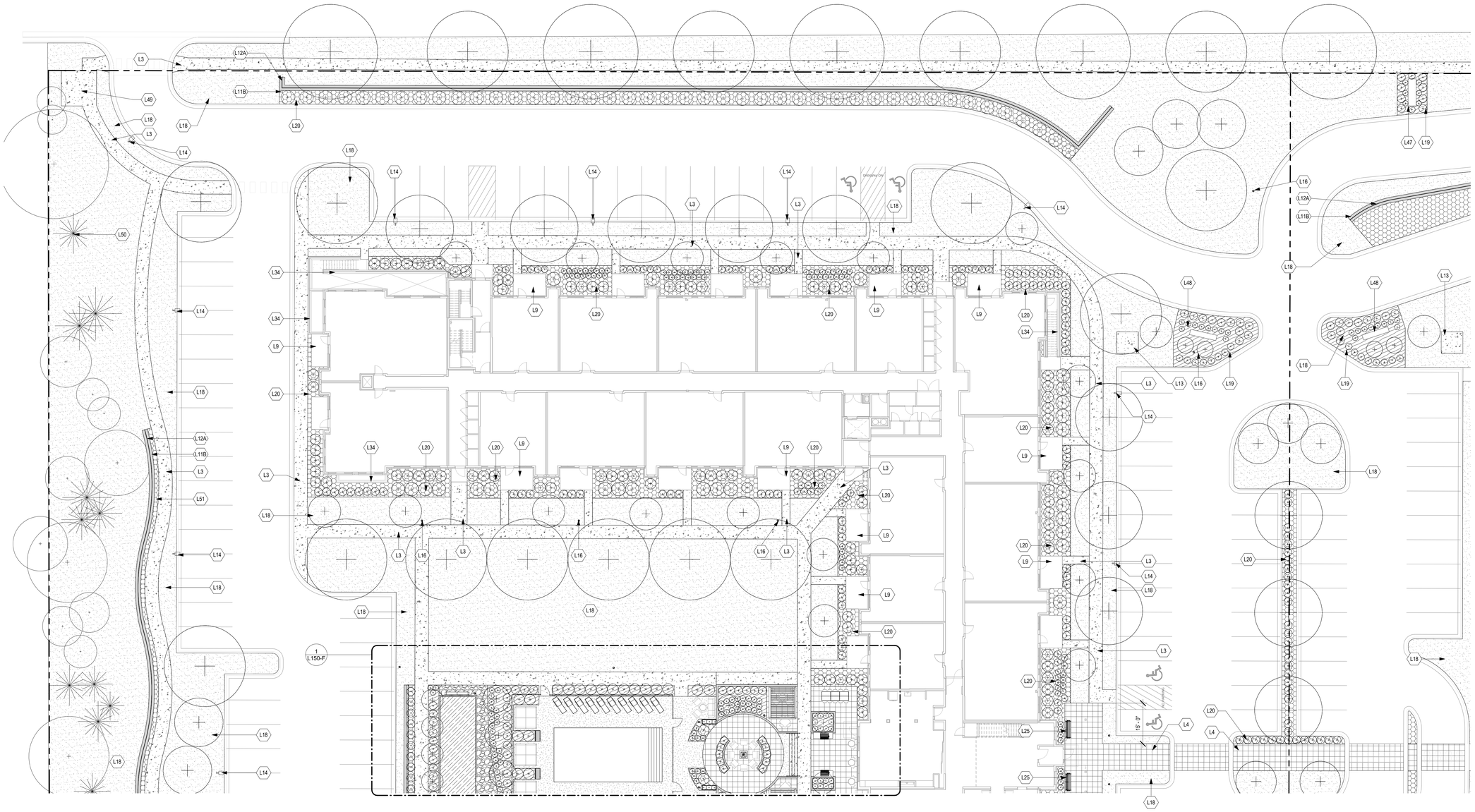

1 L100-F FAMILY SITE - LANDSCAPE PLAN NORTH
1/16" = 1'-0"

KEY NOTES:

L3	C.I.P. PLAIN CONCRETE WALK; SEE CIVIL
L4	C.I.P. COLORED CONCRETE (A), CEMSTONE 'HARBOR MIST' CPC 102-L'; JOINTING PER LAYOUT AND SURFACING PLAN, 3/8" SAWN JOINTS, SEE SPEC.
L9	PRIVATE PATIO, C.I.P. PLAIN CONC., SEE ARCH. FOR STOOP CONNECTION
L11B	BIG BLOCK RETAINING WALL (B), RECON 'LESEUR COUNTY LIMESTONE', STAIN TO BE SELECTED THROUGH SUBMITTAL PROCESS, SEE CIVIL FOR TOP AND BOTTOM WALL ELEVATIONS, INSTALLED PER MANUFACT. SPEC(S)
L12A	4' ALUMINUM PICKET FENCE (A), AMERISTAR 'MONTAGE PLUS MAJESTIC STYLE', BLACK POWDERCOATED FINISH, SURFACE MOUNTED TO THE TOP OF BIG BLOCK WALL PER MANUFACT. SPEC(S)
L13	ELECTRICAL EQUIPMENT PAD, SEE CIVIL
L14	STREET LIGHTING, SET 2' FROM BACK OF CURB WHERE APPLICABLE; SEE ELEC.
L16	EXTERIOR PEDESTRIAN POLE LIGHTING, SEE ELEC.
L18	TURF GRASS, SOD, INCLUDING IRRIGATION; SEE SPEC
L19	PLANTING BED, HARDWOOD MULCH; 4" DEPTH; PROVIDE AUTOMATED DRIP IRRIGATION AND STEEL LANDSCAPE EDGER; SEE 1 AND 2/L300-F
L20	PLANTING BED, ROCK MULCH; TRAP ROCK 3/8" CLEAN W/FABRIC UNDERLAYMENT, 4" MIN., PROVIDE AUTOMATED DRIP IRRIGATION AND STEEL LANDSCAPE EDGER; SEE 1 AND 2/L300-F
L25	BENCH (A); 'HARPO' BY LANDSCAPE FORMS, 69" BACKED WIDE WOOD, DSTMA SEAT, WHITE POWDERCOATED FRAME, INSTALLED PER MANUFACT. SPEC(S), (5 TOTAL UNITS)
L34	AREA WELL, SEE ARCH.
L47	MONUMENT SIGN, SEE A015 FOR BASE, SIGNAGE INSERT BY SIGNAGE VENDOR
L48	DIRECTIONAL SIGNAGE, SEE A015 FOR BASE, SIGNAGE INSERT BY SIGNAGE VENDOR
L49	BUS STOP LOCATION, SEE CIVIL
L50	EXISTING TREES, TO REMAIN PROTECT THROUGH CONSTRUCTION, SEE CIVIL
L51	ROCK MULCH; TRAP ROCK 3/8" CLEAN W/FABRIC UNDERLAYMENT, 4" MIN.

GRAPHIC LEGEND:

STANDARD GRAY CONCRETE, BROOM FINISHED, TYP.

CIP COLORED CONCRETE (A), BROOM FINISHED, CEMSTONE 'HARBOR MIST CPC-102L'

CIP COLORED CONCRETE (B), BROOM FINISHED, CEMSTONE 'MORCHELLA GOLD CPC-144L'

ROCK MULCH, 3/8" TRAP ROCK, CLEAN, INCLUDE FILTER FABRIC UNDERLAYMENT

BITUMINOUS PATH, SEE CIVIL

TURFGRASS, SOD, IRRIGATED, TYP.

HARDWOOD MULCH, SHREDDED, TYP.

SYNTHETIC TURF, SYNLAWN 'AUGUSTINE X 47'

CRUSHED ROCK SURFACING, 3/8" TRAP ROCK WITH FINES

DOG RUN, 3/8" PEA GRAVEL PLUS FINES, 4" MIN. DEPTH

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SHEET TITLE

SITE - LANDSCAPE PLAN NORTH

SHEET NUMBER

L100-F

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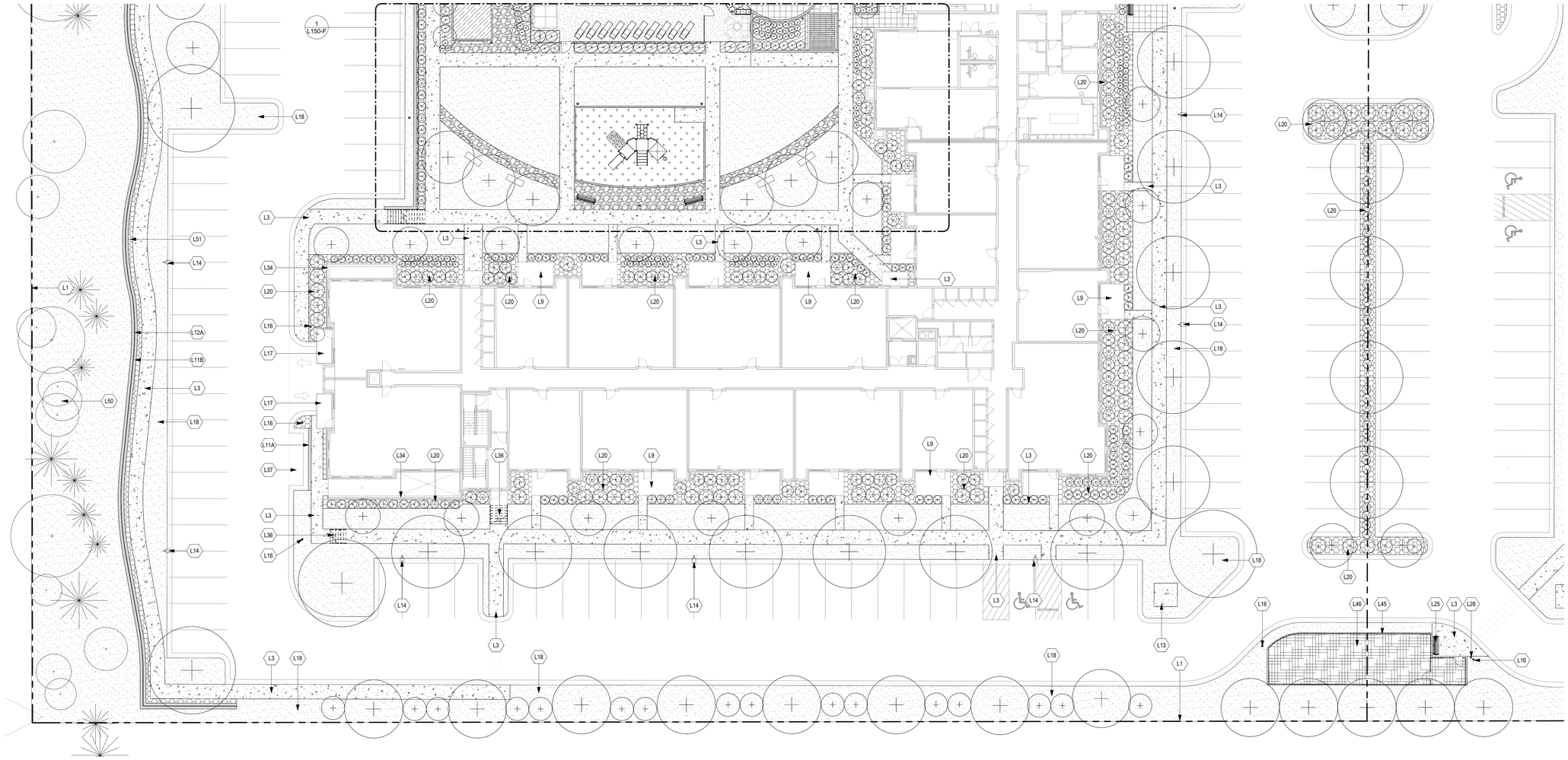

1 L101-F FAMILY SITE - LANDSCAPE PLAN SOUTH
1/16" = 1'-0"

KEY NOTES:

L1	PROPERTY LINE
L3	C.I.P. PLAIN CONCRETE WALK; SEE CIVIL
L9	PRIVATE PATIO, C.I.P. PLAIN CONC., SEE ARCH. FOR STOOP CONNECTION
L11A	SEGMENTAL BLOCK RETAINING WALL (A), ANCHOR BLOCK 'DIAMOND' STRAIGHT FACE, GRAY COLOR, SEE CIVIL FOR TOP AND BOTTOM WALL ELEVATIONS, SEE 7/L300-F
L11B	BIG BLOCK RETAINING WALL (B), RECON 'LESEUR COUNTY LIMESTONE', STAIN TO BE SELECTED THROUGH SUBMITTAL PROCESS, SEE CIVIL FOR TOP AND BOTTOM WALL ELEVATIONS, INSTALLED PER MANUFACT. SPEC(S)
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L13	ELECTRICAL EQUIPMENT PAD, SEE CIVIL
L14	STREET LIGHTING, SET 2' FROM BACK OF CURB WHERE APPLICABLE; SEE ELEC.
L16	EXTERIOR PEDESTRIAN POLE LIGHTING, SEE ELEC.
L17	RAISED UNIT DECKS, SEE ARCH.
L18	TURF GRASS, SOD, INCLUDING IRRIGATION, SEE SPEC
L20	PLANTING BED, ROCK MULCH; TRAP ROCK 3/8" CLEAN W/FABRIC UNDERLAYMENT, 4" MIN., PROVIDE AUTOMATED DRIP IRRIGATION AND STEEL LANDSCAPE EDGER; SEE 1 AND 2/L300-F
L25	BENCH (A); 'HARPO' BY LANDSCAPE FORMS, 69" BACKED WIDE WOOD, DSTMA SEAT, WHITE POWDERCOATED FRAME, INSTALLED PER MANUFACT. SPEC(S), (5 TOTAL UNITS)
L28	DOGIPOT, DOG WASTE STATION WITH ONE PUL BAG SYSTEM DEPOT-022-B, BLACK FINISH, INSTALLED PER MANUFACT. SPEC(S), (1 TOTAL UNITS)
L34	AREA WELL, SEE ARCH.
L36	C.I.P. PLAIN CONCRETE EXTERIOR STAIR; SEE STRUCTURAL FOR REINFORCING, RAILINGS TO MATCH UNIT BALCONIES, SEE ARCH
L37	TRASH STORAGE AREA, SEE CIVIL
L45	4' DOG RUN FENCE, BLACK VINYL COATED CHAINLINK MESH, POSTS, AND HARDWARE; INSTALLED PER MANUFACT. SPEC(S)
L46	DOG RUN, 3/8" PEA GRAVEL PLUS FINES, 4" MIN. DEPTH, INCLUDE FILTER FABRIC UNDERLAYMENT
L50	EXISTING TREES, TO REMAIN PROTECT THROUGH CONSTRUCTION, SEE CIVIL
L51	ROCK MULCH; TRAP ROCK 3/8" CLEAN W/FABRIC UNDERLAYMENT, 4" MIN.

GRAPHIC LEGEND:

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CIP COLORED CONCRETE (A), BROOM FINISHED, CEMSTONE 'HARBOR MIST CPC-102L'

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BITUMINOUS PATH, SEE CIVIL

TURFGRASS, SOD, IRRIGATED; TYP.

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SHEET TITLE

SITE - LANDSCAPE PLAN SOUTH

SHEET NUMBER

L101-F

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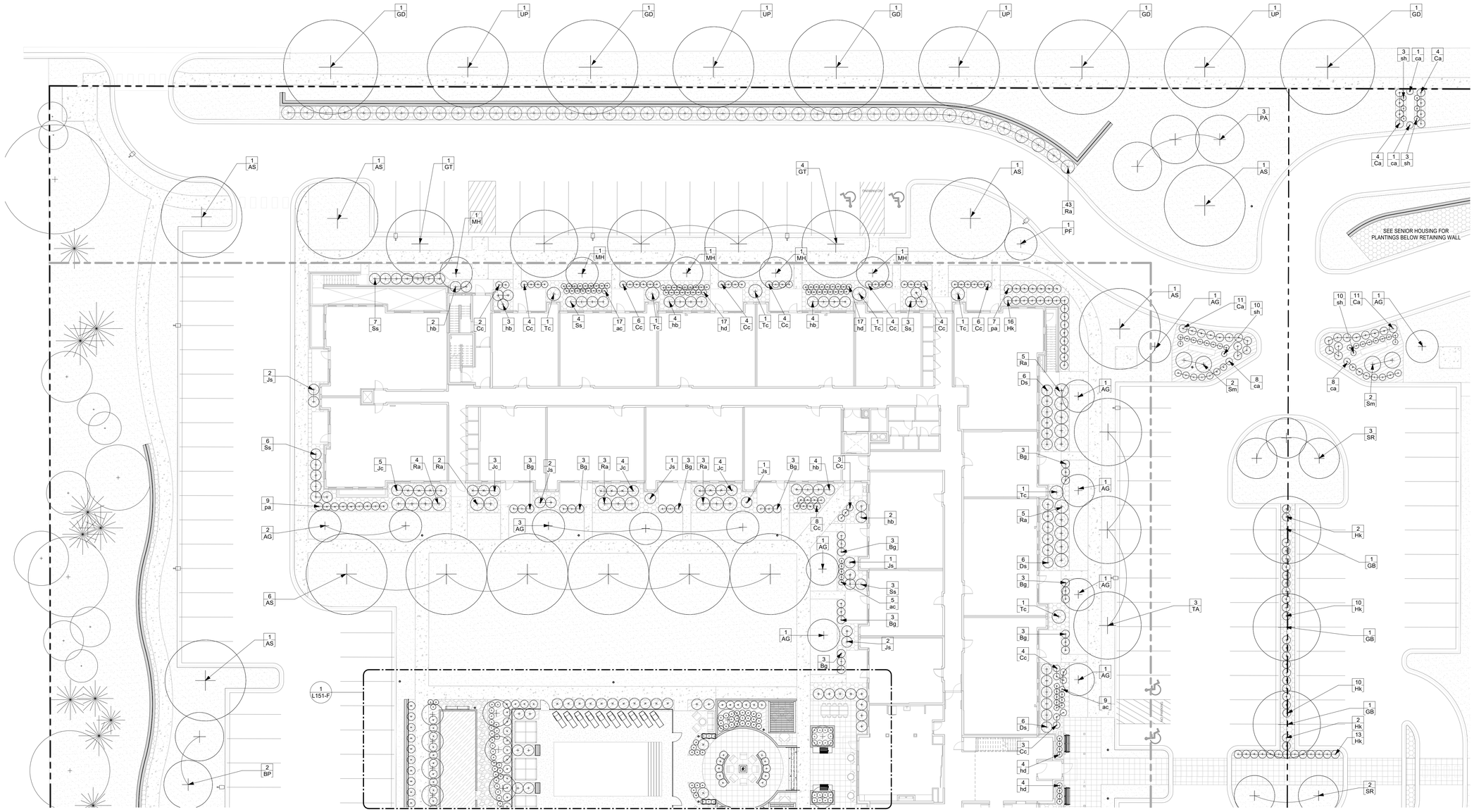

1 L102-F FAMILY SITE - PLANTING PLAN NORTH
1/16" = 1'-0"

PROPOSED PLANT SCHEDULE:

QTY	SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE
PERENNIALS/VINES/ANNUALS				
42	ac	MAGGIE DALEY ASTILBE	Astilbe chinensis 'Maggie Daley'	#1 CONT.
18	ca	KARL FORESTER GRASS	Calamagrostis x acutiflora 'Karl Forester'	#1 CONT.
34	hb	BLUE ANGEL HOSTA	Hosta 'Blue Angel'	#1 CONT.
93	hd	DESIGNER GENES HOSTA	Hosta 'Designer Genes'	#1 CONT.
23	hh	HAPPY RETURNS DAYLILY	Hemerocallis 'Happy Returns'	#1 CONT.
60	pa	BLUE JEAN BABY RUSSIAN SAGE	Perovskia atriplicifolia 'Blue Jean Baby'	#1 CONT.
131	sh	PRAIRIE DROPSEED	Sporobolus heterolepis	#1 CONT.
ORNAMENTAL TREES				
28	AG	AUTUMN BRILLIANCE SERVICEBERRY	Amelanchir x grandiflora 'Autumn Brilliance'	2" CAL.
5	MH	HARVEST GOLD CRABAPPLE	Malus 'Hargozam'	2" CAL.
4	PF	KOREAN SUN PEAR	Pyrus fauriei 'Westwood'	2" CAL.
16	PJ	MOUNTAIN SENTINEL ASPEN	Populus tremuloides 'JFS-column'	#15 CONT.
18	SR	IVORY SILK JAPANESE TREE LILAC	Syringa reticulata 'Ivory Silk'	2" CAL.
DECIDUOUS TREES				
16	AS	FALL FIESTA SUGAR MAPLE	Acer saccharum 'Bailista'	2.5" CAL.
4	BP	DAKOTA PINNACLE BIRCH	Betula platyphylla 'Fargo'	2.5" CAL.
9	BP	WHITESPIRE BIRCH (CLUMP)	Betula populifolia 'Whitespire'	2.5" CAL.
7	GB	AUTUMN GOLD GINKGO	Ginkgo Biloba 'Autumn Gold'	2.5" CAL.
5	GD	KENTUCKY COFFEE TREE	Gymnocladus dioica 'Espresso'	2.5" CAL.
12	GT	SKYLINE HONEYLOCUST	Gleditsia triacanthos var. inermis 'Skycole'	2.5" CAL.
8	TA	AMERICAN SENTRY LINDEN	Tilia americana 'MnKSentry'	2.5" CAL.

QTY	SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE
4	UP	PATRIOT ELM	Ulmus x 'Patriot'	2.5" CAL.
DECIDUOUS SHRUBS				
52	Bg	CHICAGOLAND GREEN BOXWOOD	Buxus glencoe	#5 CONT.
6	Ca	IVORY HALO DOGWOOD	Cornus alba 'Bailhalo'	#5 CONT.
30	Ca	TOM THUMB COTONEASTER	Cotoneaster apiculatus 'Tom Thumb'	#5 CONT.
105	Cc	SUGARTINA CLETHRA	Clethra alnifolia 'Crystalina' (PP21, 561)	#3 CONT.
41	Ds	BUTTERFLY BUSH HONEYSUCKLE	Diervilla sessilifolia 'Butterfly'	#5 CONT.
115	Hk	KALM AMES HYPERICUM	Hypericum kalmianum 'Ames'	#5 CONT.
110	Ra	GRO LOW SUMAC	Rhus aromatica 'Gro Low'	#5 CONT.
38	Rn	FLOWER CARPET ROSE	Rosa x 'Noarnel'	#5 CONT.
4	Sm	DWARF KOREAN LILAC	Syringe meyeri 'Palibin'	#5 CONT.
51	Ss	SEM FALSE SPIREA	Sorbaria sorbifolia 'Sem'(PP16,336)	#2 CONT.
CONIFEROUS TREES				
5	AC	CONCOLOR FIR	Abies concolor	6' B&B
3	PA	NORWAY SPRUCE	Picea abies	8' B&B
8	PS	WHITE PINE	Pinus strobus	6' B&B
CONIFEROUS SHRUBS				
21	Bg	CHICAGOLAND GREEN BOXWOOD	Buxus x 'Glencoe'	#5 CONT.
8	Cp	KING'S GOLD CHAMAECYPARIS	Chamaecyparis pisifera 'King's gold'	#5 CONT.
60	Jc	MANEY JUNIPER	Juniperus chinensis 'Maneyi'	#5 CONT.
18	Js	SKYROCKET JUNIPER	Juniperus scopulorum 'Skyrocket'	6' B&B
12	Tc	RUSHMORE ARBORVITAE	Thuja occidentalis 'Rushmore'	#10 CONT.

GRAPHIC LEGEND:

STANDARD GRAY CONCRETE, BROOM FINISHED, TYP.

CIP COLORED CONCRETE (A), BROOM FINISHED, CEMSTONE 'HARBOR MIST CPC-102L'

CIP COLORED CONCRETE (B), BROOM FINISHED, CEMSTONE 'MORCHELLA GOLD CPC-144L'

ROCK MULCH, 3/8" TRAP ROCK, CLEAN, INCLUDE FILTER FABRIC UNDERLAYMENT

BITUMINOUS PATH, SEE CIVIL

TURFGRASS, SOD, IRRIGATED; TYP.

HARDWOOD MULCH, SHREDDED, TYP.

SYNTHETIC TURF, SYNLAWN 'AUGUSTINE X 47'

CRUSHED ROCK SURFACING, 3/8" TRAP ROCK WITH FINES

DOG RUN, 3/8" PEA GRAVEL PLUS FINES, 4" MIN. DEPTH

TRUE NORTH PLAN NORTH

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CONSULTANTS

PROJECT TITLE

WEST SAINT PAUL FAMILY

ISSUE #	DATE	DESCRIPTION
	03/13/2020	PERMIT SET
	04/14/2020	BID SET
A	05/12/2020	ADDENDUM #1
B	07/01/2020	ADDENDUM #2

CERTIFICATION

DRAWN BY	SB
CHECKED BY	BH
COMMISSION NUMBER	1393-161

SHEET TITLE

SITE - PLANTING PLAN NORTH

SHEET NUMBER

L102-F

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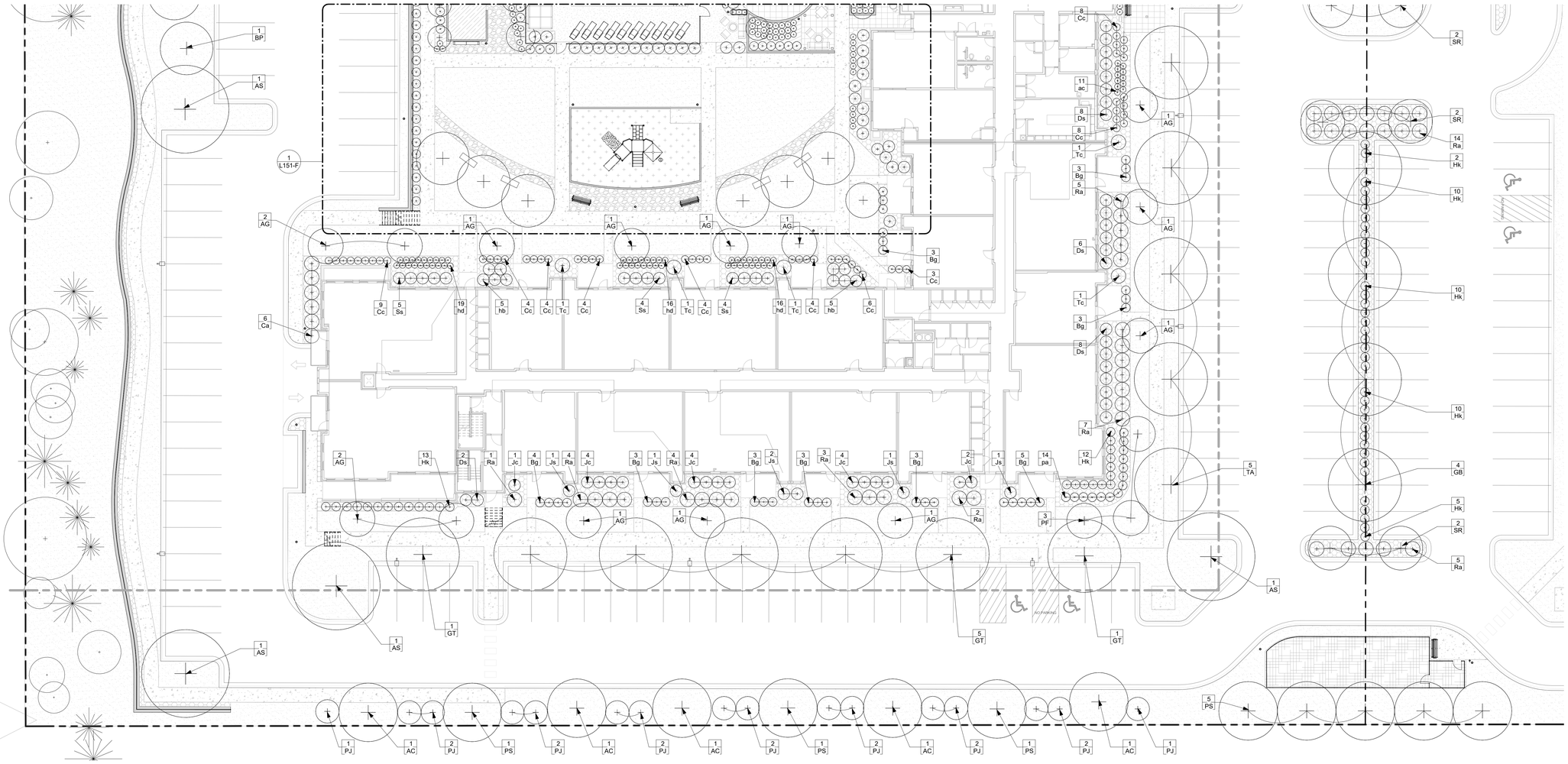

1 L103-F FAMILY SITE - PLANTING PLAN SOUTH
1/16" = 1'-0"

PROPOSED PLANT SCHEDULE:

QTY	SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE
PERENNIALS/VINES/ANNUALS				
42	ac	MAGGIE DALEY ASTILBE	Astilbe chinensis 'Maggie Daley'	#1 CONT.
18	ca	KARL FORESTER GRASS	Calamagrostis x acutiflora 'Karl Forester'	#1 CONT.
34	hb	BLUE ANGEL HOSTA	Hosta 'Blue Angel'	#1 CONT.
93	hd	DESIGNER GENES HOSTA	Hosta 'Designer Genes'	#1 CONT.
23	hh	HAPPY RETURNS DAYLILY	Hemerocallis 'Happy Returns'	#1 CONT.
60	pa	BLUE JEAN BABY RUSSIAN SAGE	Perovskia atriplicifolia 'Blue Jean Baby'	#1 CONT.
131	sh	PRAIRIE DROPSEED	Sporobolus heterolepis	#1 CONT.
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16	PJ	MOUNTAIN SENTINEL ASPEN	Populus tremuloides 'JFS-column'	#15 CONT.
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QTY	SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE
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110	Ra	GRO LOW SUMAC	Rhus aromatica 'Gro Low'	#5 CONT.
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4	Sm	DWARF KOREAN LILAC	Syringe meyeri 'Palibin'	#5 CONT.
51	Ss	SEM FALSE SPIREA	Sorbaria sorbifolia 'Sem'(PP16,336)	#2 CONT.
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PROJECT TITLE

WEST SAINT PAUL FAMILY

ISSUE #	DATE	DESCRIPTION
	03/13/2020	PERMIT SET
	04/14/2020	BID SET
A	05/12/2020	ADDENDUM #1

CERTIFICATION

DRAWN BY	SB
CHECKED BY	BH
COMMISSION NUMBER	1393-161

SHEET TITLE

SITE - PLANTING PLAN SOUTH

SHEET NUMBER

L103-F

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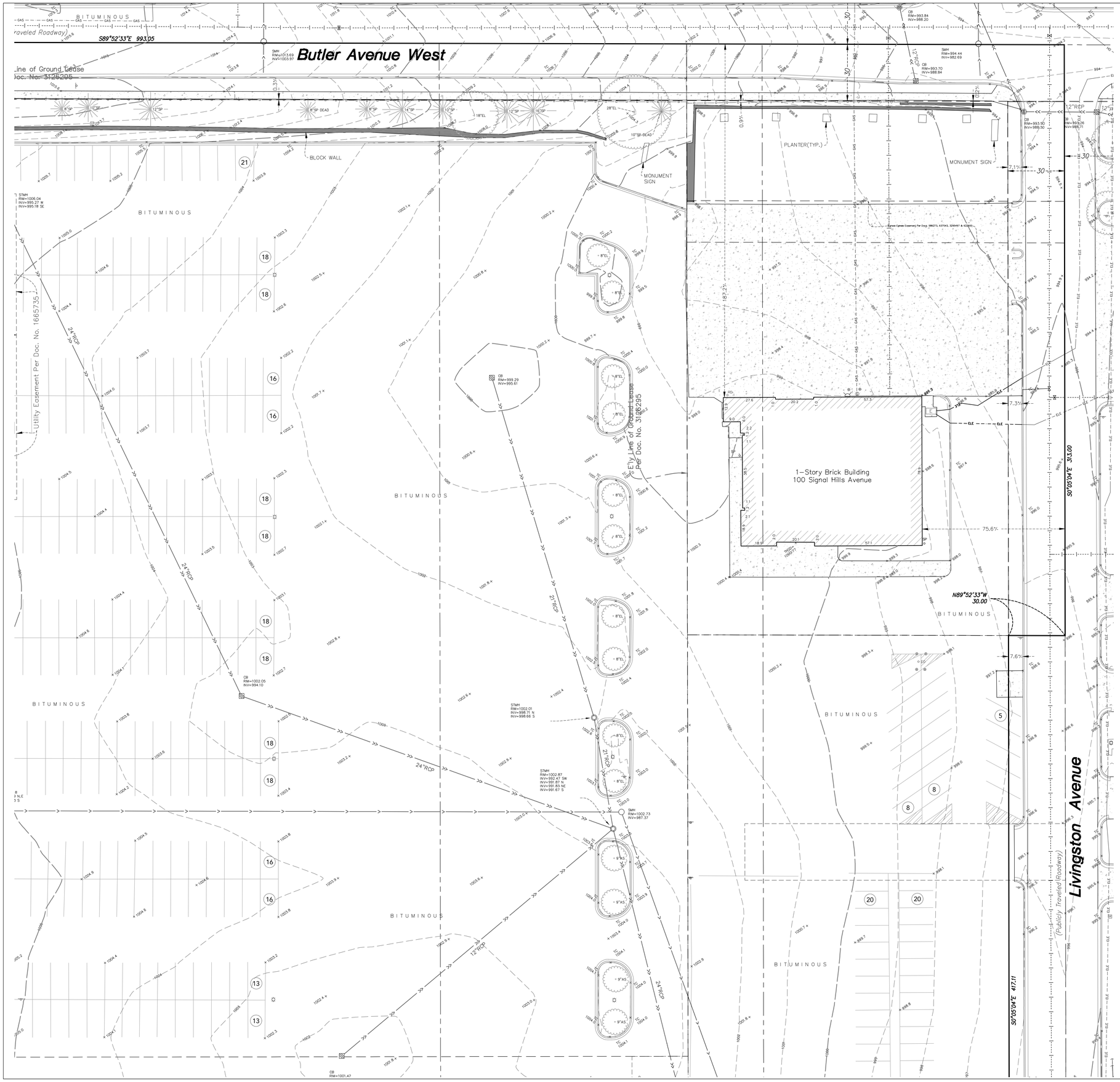

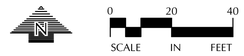

SURVEY LEGEND

AS	ASH	CATCH BASIN	STORM SEWER
AP	APPLE	STORM MANHOLE	SANITARY SEWER
BA	BASSWOOD	SANITARY MANHOLE	WATERMAIN
BI	BIRCH	WATER MANHOLE	SANITARY SEWER SERVICE
BO	BOXELDER	HYDRANT	WATER SERVICE
BU	BUCKEYE	GATE VALVE	CULVERT
BS	BUSH	POWER POLE	UNDERGROUND CABLE TV
CA	CATULPA	LIGHT POLE	UNDERGROUND ELECTRIC
CE	CEDAR	YARD LIGHT	UNDERGROUND FIBER OPTIC
CO	COTTONWOOD	GUY WIRE	UNDERGROUND GAS
DE	DEAD TREE	SIGN	UNDERGROUND TELEPHONE
EL	ELM	SPOT ELEVATION	UNDERGROUND UTILITY
FR	MISC FRUIT	A/C UNIT	OVERHEAD UTILITY
FI	FIR	CABLE TV PEDESTAL	UNDERGROUND TRAFFIC
HA	HACKBERRY	ELECTRIC TRANSFORMER	DRAIN TILE
HI	HICKORY	TELEPHONE PEDESTAL	FORCE MAIN
IR	IRONWOOD	UTILITY PEDESTAL	CHAIN LINK FENCE
LI	LINDEN	ELECTRIC MANHOLE	POST FENCE
LO	LOCUST	GAS VALVE	WOOD FENCE
MA	MAPLE	TELEPHONE MANHOLE	GUARDRAIL
OA	OAK	UTILITY MANHOLE	RETAINING WALL
PA	PALM	ELECTRIC METER	TRAFFIC SIGNAL
PI	PINE	GAS METER	CONCRETE CURB
PO	POPLAR	HAND HOLE	CONCRETE
SP	SPRUCE	ROOF DRAIN	BITUMINOUS
TR	TREE (GEN)	ELECTRIC OUTLET	PAVERS
WA	WALNUT	FIRE CONNECTION	CONTOUR
WI	WILLOW	MAILBOX	RAILROAD TRACKS
TC	TOP OF CURB	FLAG POLE	CONIFEROUS TREE
TW	TOP OF WALL	GUARDPOST	DECIDUOUS TREE
THSD	ELEV @ THRESHOLD	MONITORING WELL	
		POST INDICATOR VALVE	
		SOIL BORING	

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ENVIRONMENTAL

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Maple Grove, MN 55369
763.424.5505
www.loucksinc.com

LOUCKS PROJECT NO. 05749.0B

PROJECT TITLE

WEST ST. PAUL SENIOR

OWNER/DEVELOPER

DOMINIUM

ISSUE #	DATE	DESCRIPTION
	03/13/2020	PERMIT SET
	04/14/2020	BID SET
A	05/12/2020	ADDENDUM #1
	06/26/2020	SITE PLAN APPLICATION

CERTIFICATION

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.

Michael J. St. Martin, PE

24440 — License Number
03/13/2020 — Date

DATE	06/26/2020
DRAWN BY	JBT
CHECKED BY	SRT
COMMISSION NUMBER	05749.0B

SHEET TITLE

EX COND.

SHEET NUMBER

C1-1

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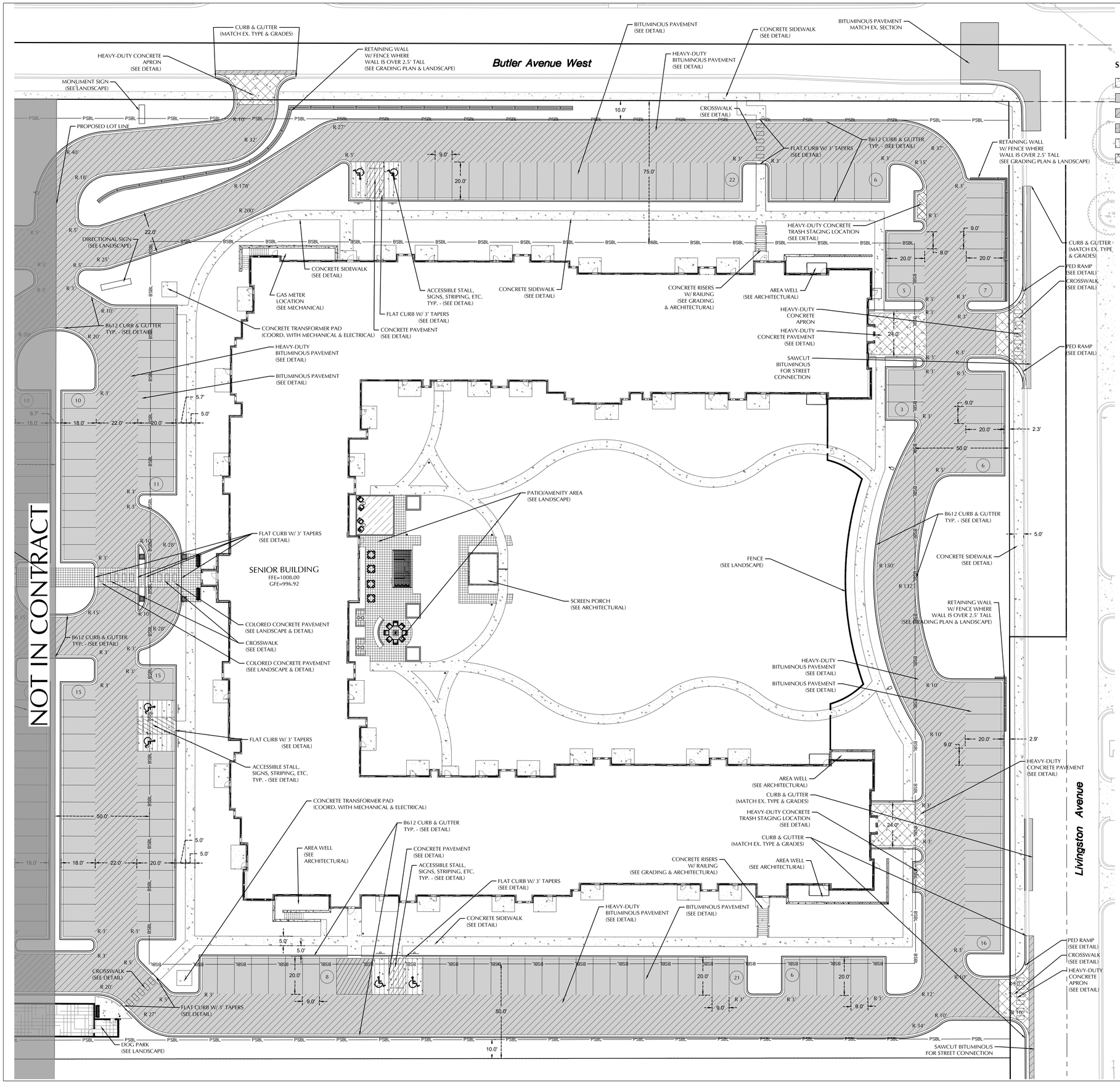

SITE PLAN LEGEND

- CONCRETE SIDEWALK
- BITUMINOUS PAVEMENT
- HEAVY DUTY BITUMINOUS PAVEMENT
- BITUMINOUS TRAIL
- CONCRETE PAVEMENT
- HEAVY-DUTY CONCRETE PAVEMENT

CIVIL LEGEND

EXISTING / PROPOSED

SANITARY MANHOLE
STORM MANHOLE
CATCH BASIN
CULVERT
HYDRANT
GATEVALVE
POST INDICATOR VALVE
LIGHT POLE
POWER POLE
SIGN
BENCHMARK
SOIL BORINGS
WATER MANHOLE
TELEPHONE MANHOLE
UTILITY MANHOLE
ELECTRIC MANHOLE
WATER SERVICE
SANITARY SERVICE
HANDICAP PARKING
DIRECTION OF FLOW
SPOT ELEVATION
CONTOURS
SANITARY SEWER
STORM SEWER
WATERMAIN
FORCEMAIN
DRAINTILE
SILT FENCE
CURB & GUTTER
RETAINING WALL
TREELINE
EASEMENT LINE
SETBACK LINE
FENCE LINE
UNDERGROUND TELE
UNDERGROUND GAS
OVERHEAD UTILITY
UNDERGROUND FIBER OPTIC
UNDERGROUND ELECTRIC
UNDERGROUND CABLE TV
PROPERTY LINE
CONIFEROUS TREE
DECIDUOUS TREE
PARKING COUNTS

SITE DATA

CURRENT ZONING:	B-4
PROPOSED ZONING:	PRD
PARKING SETBACKS	
FRONT YARD:	10'
REAR YARD:	10'
SIDE YARD:	0' *10' WHEN ABUTTING RESIDENTIAL
INTERNAL SIDE YARD:	10'
BUILDING SETBACKS	
FRONT YARD:	75'
REAR YARD:	50'
SIDE YARD:	50'
EAST PROPERTY AREA:	5.87 AC.
EAST IMPERVIOUS AREA:	3.61 AC.

SITE NOTES

1. ALL PAVING, CONCRETE CURB, GUTTER AND SIDEWALK SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN PER THE DETAIL SHEET(S) AND STATE/LOCAL JURISDICTION REQUIREMENTS.
2. ACCESSIBLE PARKING AND ACCESSIBLE ROUTES SHALL BE PROVIDED PER CURRENT ADA STANDARDS AND LOCAL/STATE REQUIREMENTS.
3. ALL CURB DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
4. ALL BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF WALL UNLESS OTHERWISE NOTED.
5. TYPICAL FULL SIZED PARKING STALL IS 9' X 18' WITH A 22' WIDE TWO WAY DRIVE UNLESS OTHERWISE NOTED.
6. ALL CURB RADII SHALL BE 3.0' UNLESS OTHERWISE NOTED.
7. BITUMINOUS IMPREGNATED FIBER BOARD TO BE PLACED AT FULL DEPTH OF CONCRETE ADJACENT TO EXISTING STRUCTURES AND BEHIND CURB ADJACENT TO DRIVEWAYS AND SIDEWALKS.
8. SEE SITE ELECTRICAL PLAN FOR SITE LIGHTING.

EAST OFF-STREET PARKING CALCULATIONS

PROPOSED SURFACE PARKING PROVIDED:	151 STALLS
SURFACE ACCESSIBLE PARKING:	6 STALLS
REQUIRED SURFACE ACCESSIBLE PARKING:	6 STALLS*

REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES FOR 151-200 STALLS

CALL BEFORE YOU DIG!
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

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SHEET TITLE

SITE PLAN

SHEET NUMBER

C2-1

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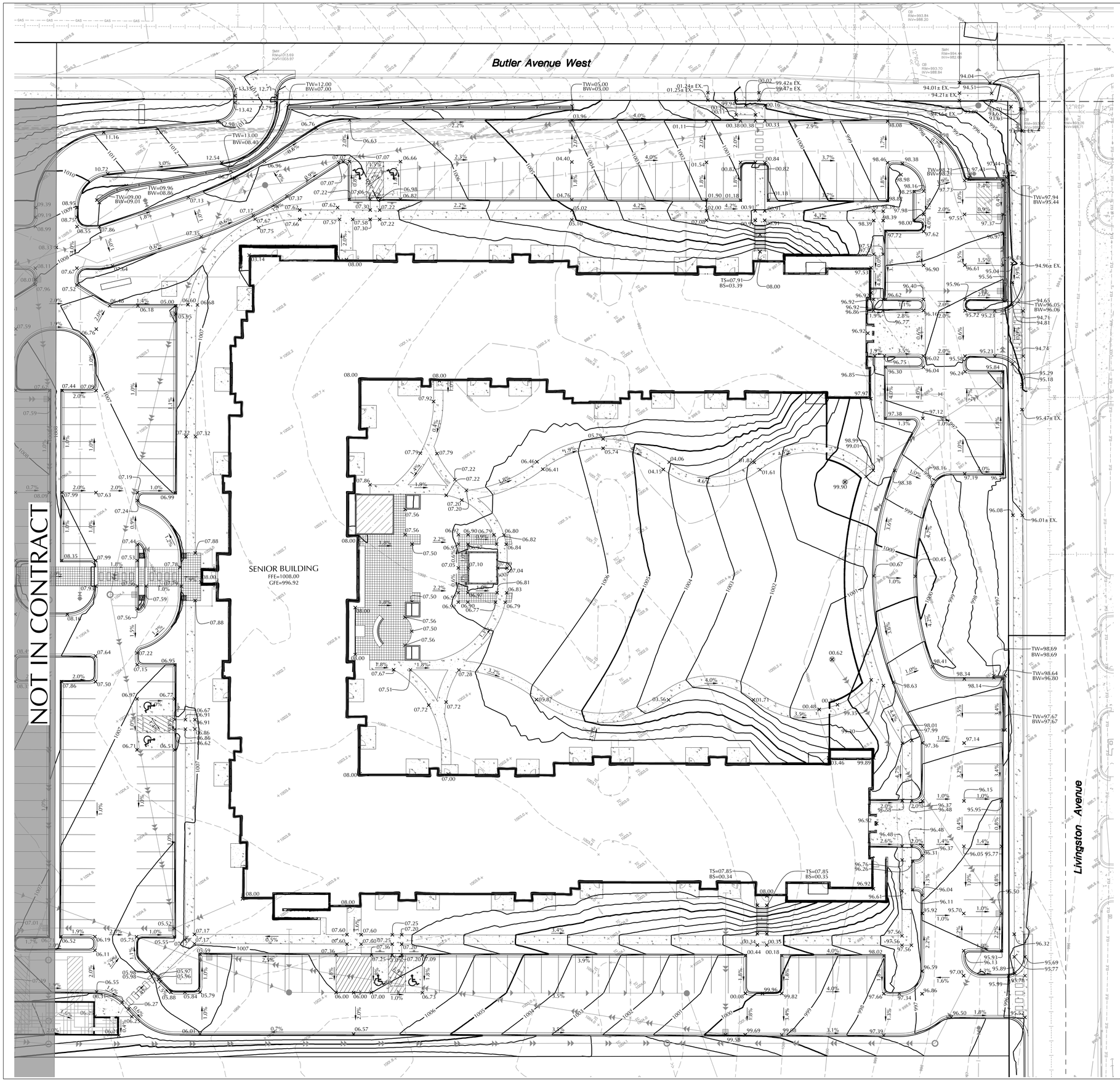

0 20 40
SCALE IN FEET

CONSTRUCTION LIMITS

EXISTING	CIVIL LEGEND	PROPOSED
	SANITARY MANHOLE	
	STORM MANHOLE	
	CATCH BASIN	
	CULVERT	
	HYDRANT	
	GATEVALVE	
	POST INDICATOR VALVE	
	LIGHT POLE	
	POWER POLE	
	SIGN	
	BENCHMARK	
	SOIL BORINGS	
	WATER MANHOLE	
	TELEPHONE MANHOLE	
	UTILITY MANHOLE	
	ELECTRIC MANHOLE	
	WATER SERVICE	
	SANITARY SERVICE	
	HANDICAP PARKING	
	DIRECTION OF FLOW	
	SPOT ELEVATION	
	CONTOURS	
	SANITARY SEWER	
	STORM SEWER	
	WATERMAIN	
	FORCEMAIN	
	DRAINTILE	
	SILT FENCE	
	CURB & GUTTER	
	RETAINING WALL	
	TREELINE	
	EASEMENT LINE	
	SETBACK LINE	
	FENCE LINE	
	UNDERGROUND TELE	
	UNDERGROUND GAS	
	OVERHEAD UTILITY	
	UNDERGROUND FIBER OPTIC	
	UNDERGROUND ELECTRIC	
	UNDERGROUND CABLE TV	
	PROPERTY LINE	
	CONIFEROUS TREE	
	DECIDUOUS TREE	
	PARKING COUNTS	

GRADING, DRAINAGE & EROSION CONTROL NOTES

1. SPOT ELEVATIONS REPRESENT FINISHED SURFACE GRADES, GUTTER/FLOW LINE, FACE OF BUILDING, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.16 FEET. RIM ELEVATIONS SHOWN ON PLANS DO NOT REFLECT SUMPED ELEVATIONS.
3. ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE MINIMUM OF 4 INCHES OF TOP SOIL AND SEED/MULCH OR SOD. THESE AREAS SHALL BE WATERED/MAINTAINED BY THE CONTRACTOR UNTIL VEGETATION IS ESTABLISHED.
4. FOR SITE RETAINING WALLS "TW" EQUALS SURFACE GRADE AT TOP FACE OF WALL (NOT TOP OF WALL), "GW" EQUALS SURFACE GRADE AT WALL GRADE TRANSITION, AND "BW" EQUALS SURFACE GRADE AT BOTTOM FACE OF WALL (NOT BOTTOM OF BURIED WALL COURSES).
5. STREETS MUST BE CLEANED AND SWEPT WHENEVER TRACKING OF SEDIMENTS OCCURS AND BEFORE SITES ARE LEFT IDLE FOR WEEKENDS AND HOLIDAYS. A REGULAR SWEEPING SCHEDULE MUST BE ESTABLISHED.
6. DUST MUST BE ADEQUATELY CONTROLLED.
7. SEE SWPPP FOR ADDITIONAL EROSION CONTROL NOTES AND REQUIREMENTS.
8. SEE UTILITY PLANS FOR WATER, STORM AND SANITARY SEWER INFORMATION.
9. SEE SITE PLAN FOR CURB AND BITUMINOUS TAPER LOCATIONS.
10. SEE LANDSCAPE PLAN FOR FINAL SITE STABILIZATION.
11. SEE LANDSCAPE FOR RETAINING WALL FINISHES AND PRODUCT INFO.

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Minneapolis MN 55401
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CONSULTANTS

LOUCKS
PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
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LOUCKS PROJECT NO. 05749.0B

PROJECT TITLE

WEST ST. PAUL SENIOR

OWNER/DEVELOPER

DOMINIUM

ISSUE #	DATE	DESCRIPTION
	03/13/2020	PERMIT SET
	04/14/2020	BID SET
A	05/12/2020	ADDENDUM #1
	06/26/2020	SITE PLAN APPLICATION

CERTIFICATION

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.

Michael J. St. Martin, PE

24440 — License Number
03/13/2020 — Date

DATE	06/26/2020
DRAWN BY	JBT
CHECKED BY	SRT
COMMISSION NUMBER	05749.0B

SHEET TITLE

GRADING PLAN

SHEET NUMBER

C3-1

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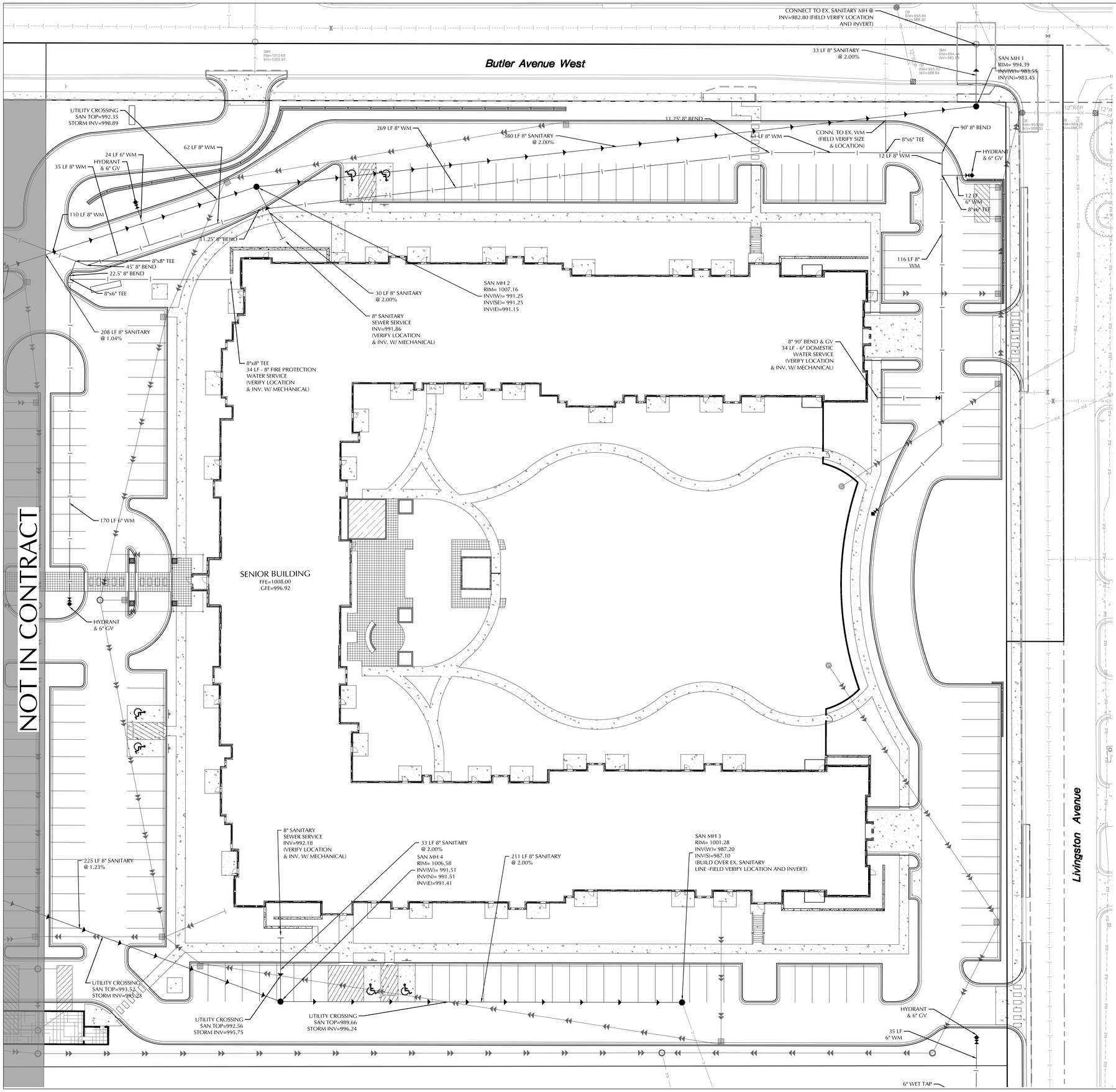
BKVTB-30x42



CIVIL LEGEND

EXISTING		PROPOSED
	SANITARY MANHOLE	
	STORM MANHOLE	
	CATCH BASIN	
	CULVERT	
	HYDRANT	
	GATEVALVE	
	POST INDICATOR VALVE	
	LIGHT POLE	
	POWER POLE	
	SIGN	
	BENCHMARK	
	SOIL BORINGS	
	WATER MANHOLE	
	TELEPHONE MANHOLE	
	UTILITY MANHOLE	
	ELECTRIC MANHOLE	
	WATER SERVICE	
	SANITARY SERVICE	
	HANDICAP PARKING	
	DIRECTION OF FLOW	
	SPOT ELEVATION	
	CONTOURS	
	SANITARY SEWER	
	STORM SEWER	

WM	WATERMAIN
FM	FORCEMAIN
DT	DRAINTILE
	SILT FENCE
	CURB & GUTTER
	RETAINING WALL
	TREELINE
	EASEMENT LINE
	SETBACK LINE
	FENCE LINE
TEL	UNDERGROUND TELE
GAS	UNDERGROUND GAS
OH	OVERHEAD UTILITY
FO	UNDERGROUND FIBER OPTIC
ELE	UNDERGROUND ELECTRIC
CTV	UNDERGROUND CABLE TV
	PROPERTY LINE
	CONFEROUS TREE
	DECIDUOUS TREE
	PARKING COUNTS

STRUCTURE TABLE

NAME	TYPE	SIZE	RIM	BUILD	CASTING	NOTES
1	MH	48"	994.39	10.94'	R-1642	
2	MH	48"	1007.16	16.01'	R-1642	
3	MH	48"	1001.28	14.18'	R-1642	
4	MH	48"	1006.58	15.17'	R-1642	

UTILITY NOTES

1. ALL SANITARY SEWER, STORM SEWER AND WATERMAIN UTILITIES SHALL BE FURNISHED AND INSTALLED PER THE REQUIREMENTS OF THE SPECIFICATIONS,THE MINNESOTA PLUMBING CODE, THE LOCAL GOVERNING UNIT , AND THE STANDARD UTILITIES SPECIFICATION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM); LATEST EDITION.
2. ALL UTILITY PIPE BEDDING SHALL BE COMPACTED SAND OR FINE GRANULAR MATERIAL. ALL COMPACTION SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CEAM SPECIFICATION.
3. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE PERFORMED PER THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTIONS. THE CITY DEPARTMENT OF ENGINEERING AND BUILDING INSPECTIONS DEPARTMENT AND THE CONSTRUCTION ENGINEER MUST BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, OR WORK IMPACTING PUBLIC UTILITIES.
4. ALL SANITARY SEWER AND WATER SERVICES SHALL TERMINATE 5' FROM THE BUILDING FACE UNLESS OTHERWISE NOTED.
5. A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED BETWEEN WATERMAIN AND ALL OTHER UTILITIES UNLESS OTHERWISE NOTED.
6. ALL NEW WATERMAIN AND SERVICES MUST HAVE A MINIMUM OF 8.0 FEET OF COVER. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. THE CONTRACTOR SHALL FIELD ADJUST WATERMAIN TO AVOID CONFLICTS WITH SANITARY SEWER, STORM SEWER, AND SERVICES AS REQUIRED. INSULATION OF WATER AND SANITARY SEWER LINES SHALL BE PROVIDED WHERE 8.0 FEET MINIMUM DEPTH CAN NOT BE ATTAINED.
7. ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
8. ALL SANITARY SEWER WYES, TEES AND SERVICES SHALL BE SCH. 40 PVC.
9. HYDRANT USE: CONTRACTOR IS RESPONSIBLE TO NOTIFY PUBLIC UTILITIES DEPARTMENT WHEN THEY NEED TO USE A HYDRANT; ONLY PRE-AUTHORIZED HYDRANTS WILL BE USED. HYDRANTS TO BE OPERATED ONLY WITH PROPER EQUIPMENT SUCH AS A HYDRANT NUT WRENCH, NOT A PIPE WRENCH, HYDRANT METER IS AVAILABLE FROM PUBLIC UTILITIES DEPARTMENT. ANY TRUCK, ETC. FILLED FROM A HYDRANT MUST BE METERED; MUST HAVE PHYSICAL BREAK OR BACK-FLOW PREVENTER APPROVED BY PUBLIC UTILITIES DEPARTMENT. ALSO APPLIES TO SUBCONTRACTORS.
10. OPERATING VALVES FOR TURNING WATER MAIN ON/OFF; PUBLIC UTILITIES DEPARTMENT WILL OPERATE ALL VALVES AND FILL ALL WATER MAINS (PUBLIC AND PRIVATE). CONTRACTOR SHALL GIVE AT LEAST 24 HOURS NOTICE TO HAVE WATER SHUT OFF AND SHALL NOTIFY IN WRITING, ALL AFFECTED CUSTOMERS AT LEAST 24 HOURS IN ADVANCE BEFORE SHUT OFF; ATTACH TO DOOR, ETC., NOT IN MAILBOXES.
11. TEMPORARY SERVICE: THE CONTRACTOR SHALL PROVIDE TEMPORARY SERVICE IF SERVICE CANNOT BE RESTORED SAME DAY. IF USING HYDRANT FOR TEMPORARY SERVICE, NOTIFY PUBLIC UTILITIES DEPARTMENT AND USE ONLY PRE-APPROVED HYDRANT AND SUPPLIED HYDRO METER WITH BACK FLOW. THE CONTRACTOR'S TEMPORARY MAIN SHALL BE DISINFECTED, FLUSHED AND BACTERIOLOGICAL ANALYSIS SHOWN NEGATIVE PRIOR TO PUTTING THE TEMPORARY SYSTEM IN SERVICE. THE TEMPORARY WATER SYSTEM SHALL BE IN PLACE PRIOR TO THE PUBLIC UTILITIES DEPARTMENT SHUTTING OFF ANY WATER MAINS.
12. ALL PROPOSED STRUCTURES SHALL HAVE FLEX SEAL INSTALLED ON THE ADJUSTING RINGS.
13. SANITARY SEWER MATERIAL: PVC SDR 26
14. WATERMAIN MATERIAL: PVC C900

0 20 40
SCALE IN FEET

CONSTRUCTION LIMITS

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

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Michael J. St. Martin, PE

24440 — License Number
03/13/2020 — Date

DATE	06/26/2020
DRAWN BY	JBT
CHECKED BY	SRT
COMMISSION NUMBER	05749.0B

SHEET TITLE

SANITARY SEWER & WATERMAIN PLAN

SHEET NUMBER

C4-1

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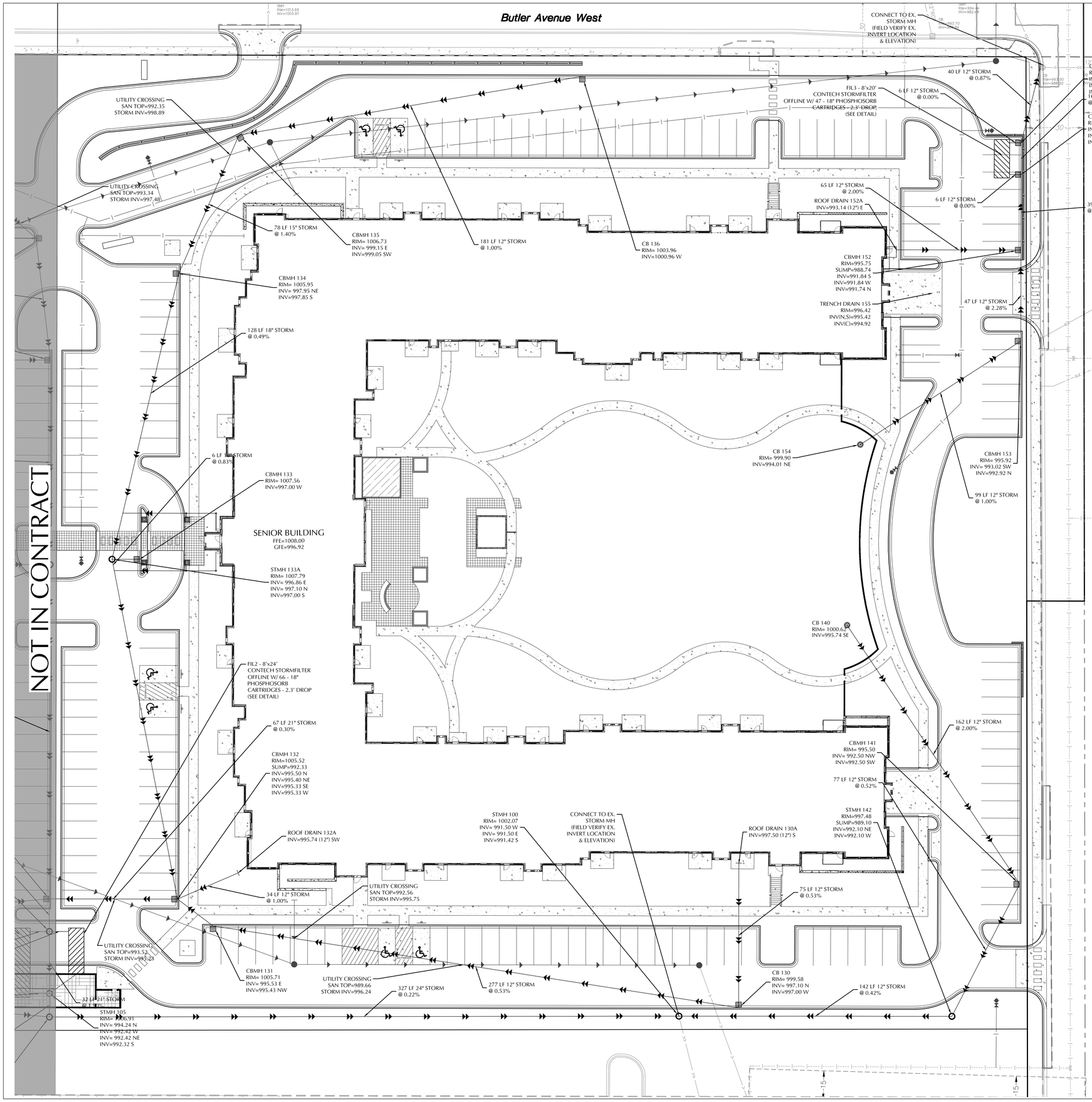

CIVIL LEGEND

EXISTING		PROPOSED			
	SANITARY MANHOLE				WATERMAIN
	STORM MANHOLE			FM	FORCEMAIN
	CATCH BASIN			DT	DRAINTILE
	CULVERT				SILT FENCE
	HYDRANT				CURB & GUTTER
	GATEVALVE				RETAINING WALL
GRV	POST INDICATOR VALVE	GRV			TREELINE
	LIGHT POLE				EASEMENT LINE
	POWER POLE				SETBACK LINE
	SIGN			X	FENCE LINE
	BENCHMARK			TEL	UNDERGROUND TELE
B1	SOIL BORINGS	B1		GAS	UNDERGROUND GAS
	WATER MANHOLE			OH	OVERHEAD UTILITY
	TELEPHONE MANHOLE			FO	UNDERGROUND FIBER OPTIC
	UTILITY MANHOLE			ELE	UNDERGROUND ELECTRIC
	ELECTRIC MANHOLE			CTV	UNDERGROUND CABLE TV
	WATER SERVICE				PROPERTY LINE
S	SANITARY SERVICE				CONFEROUS TREE
	HANDICAP PARKING				DECIDUOUS TREE
1.08	DIRECTION OF FLOW	1.08			PARKING COUNTS
895.8	SPOT ELEVATION	895.8		23	
894	CONTOURS	894			
	SANITARY SEWER				
	STORM SEWER				

N

0 20 40
SCALE IN FEET

CONSTRUCTION LIMITS

STRUCTURE TABLE

NAME	TYPE	SIZE	RIM	BUILD	CASTING	NOTES
100	STMH	60"	1002.07	12.65'	R-1733	
130	CB	2'X3'	999.85	2.85'	R-3067	
131	CBMH	48"	1005.71	10.28'	R-3067	
132	CBMH	48"	1005.52	13.19'	R-3067	
133	CBMH	48"	1007.56	10.56'	R-3067	
134	CBMH	48"	1005.95	8.11'	R-3067	
135	CBMH	48"	1006.73	7.68'	R-3067	
136	CB	2'X3'	1003.96	3.00'	R-3067	
140	CB	27"	1000.62	4.89'	R-4370-21	
141	CBMH	48"	995.50	6.00'	R-3067	
142	STMH	48"	997.48	8.39'	R-1733	
150	CBMH	48"	997.43	8.58'	R-3067	
151	CBMH	48"	997.32	6.07'	R-3067	
152	CBMH	48"	995.75	7.01'	R-3067	
153	CBMH	48"	995.92	3.00'	R-3067	
154	CB	27"	999.90	5.89'	R-4370-21	

UTILITY NOTES

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4. ALL STORM SEWER SERVICES SHALL TERMINATE 5' FROM THE BUILDING FACE UNLESS OTHERWISE NOTED.
5. A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED BETWEEN WATERMAIN AND ALL OTHER UTILITIES UNLESS OTHERWISE NOTED.
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7. ALL PORTIONS OF THE STORM SEWER SYSTEM, INCLUDING CATCH BASINS, LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED ACCORDANCE WITH MINNESOTA RULES, PART 4715.2820
8. ALL JOINTS AND CONNECTIONS IN THE STORM SEWER SYSTEM SHALL BE GASTIGHT OR WATERTIGHT (SEE MINNESOTA RULES, PART 4715.0700). APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES, CATCHBASINS, AND OTHER STRUCTURES.
9. HIGH-DENSITY POLYETHYLENE (HDPE) STORM DRAINS MUST COMPLY WITH MINNESOTA RULES, PART 4715.0540:
   a. PIPES 4-INCH TO 10-INCH IN SIZE MUST COMPLY WITH AASHTO M252.
   b. PIPES 12-INCH TO 60-INCH IN SIZE MUST COMPLY WITH ASTM F2306.
   c. ALL FITTINGS MUST COMPLY WITH ASTM D3212.
   d. WATER-TIGHT JOINTS MUST BE USED AT ALL CONNECTIONS INCLUDING STRUCTURES.
10. TEMPORARY SERVICE: THE CONTRACTOR SHALL PROVIDE TEMPORARY SERVICE IF SERVICE CANNOT BE RESTORED SAME DAY. IF USING HYDRANT FOR TEMPORARY SERVICE, NOTIFY PUBLIC UTILITIES DEPARTMENT AND USE ONLY PRE-APPROVED HYDRANT AND SUPPLIED HYDRO METER WITH BACK FLOW. THE CONTRACTOR'S TEMPORARY MAIN SHALL BE DISINFECTED, FLUSHED AND BACTERIOLOGICAL ANALYSIS SHOWN NEGATIVE PRIOR TO PUTTING THE TEMPORARY SYSTEM IN SERVICE. THE TEMPORARY WATER SYSTEM SHALL BE IN PLACE PRIOR TO THE PUBLIC UTILITIES DEPARTMENT SHUTTING OFF ANY WATER MAINS.
11. ALL PROPOSED STRUCTURES SHALL HAVE FLEX SEAL INSTALLED ON THE ADJUSTING RINGS.
12. STORM SEWER MATERIALS: HDPE
13. CONTRACTOR TO VERIFY UNDERLYING SOILS BENEATH ALL STORMWATER FACILITIES, AND PROVIDE DOCUMENTATION TO THE ENGINEER, PRIOR TO CONSTRUCTION OF THE FACILITIES.

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TOLL FREE: 1-800-252-1166

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Michael J. St. Martin, PE

24440 — License Number
03/13/2020 — Date

DATE	06/26/2020
DRAWN BY	JBT
CHECKED BY	SRT
COMMISSION NUMBER	05749.0B

SHEET TITLE

STORM SEWER PLAN

SHEET NUMBER

C4-2

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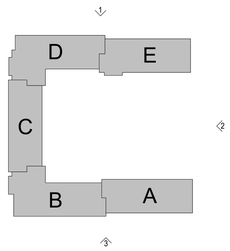
BKVTB-30x42

1 A401 NORTH OVERALL ELEVATION
1/16" = 1'-0"

2 A401 EAST OVERALL ELEVATION
1/16" = 1'-0"

3 A401 SOUTH OVERALL ELEVATION
1/16" = 1'-0"



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Mike Krych
23555 — License Number
06/26/2020 — Date

DRAWN BY	Author
CHECKED BY	Checker
COMMISSION NUMBER	1393-162

SHEET TITLE

EXTERIOR ELEVATIONS - REFERENCE

SHEET NUMBER

A401

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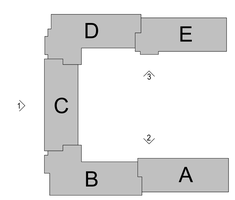
1 A402 WEST OVERALL ELEVATION
1/16" = 1'-0"

2 A402 NORTH COURTYARD OVERALL ELEVATION
1/16" = 1'-0"

3 A402 SOUTH COURTYARD OVERALL ELEVATION
1/16" = 1'-0"



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SHEET TITLE

EXTERIOR ELEVATIONS - REFERENCE

SHEET NUMBER

A402

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1 A403 SOUTH AREA A ELEVATION
1/8" = 1'-0"

2 A403 SOUTH AREA B ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

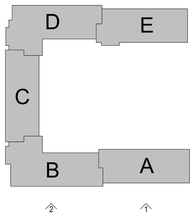
AE04	PREFINISHED BREAK METAL CAP, COLOR TO MATCH ADJACENT FRAME AND BODY
AE08	PACU – PT. TO MATCH ADJACENT MATERIAL, TYP
AE13	PREFABRICATED ALUMINUM DECKS & RAILING, TYP
AE18	DECORATIVE TRIM FEATURE. SEE ENLARGED ELEVATIONS
AE19	CONTINUOUS RIDGE VENT, TYP
AE24	PREFINISHED METAL COPING: COLOR TO MATCH BODY AE00
AE29	SOLDIER COURSE, FBR-1 TYP.
AE32	ALUMINIUM RAILING: COLOR TBD
AE36	ENTRY METAL CANOPY,COLOR TBD

EXTERIOR MATERIAL LEGEND

FB-1	FACE BRICK MASONRY VENEER (FIELD & SOLDIER COURSE)
DCMU-1	DECORATIVE CONCRETE MASONRY UNITS
FSDG-1-1	LAP SIDING 8" - PTX-1
FSDG-2-2	LAP SIDING 6" - PTX-2
FSDG-3-1	LAP SIDING 4" - PTX-1
FSDG-3-3	LAP SIDING 4" - PTX-3
FSDG-4-2	FLAT PANEL SIDING - PTX-2
FSDG-4-3	FLAT PANEL SIDING - PTX-3
FSDG-5-2	TRIM BOARD - PTX-2
FSDG-5-3	TRIM BOARD - PTX-3

NOTE: ALL FIBER CEMENT SIDING (FSDG) TO BE FIELD PAINTED

NOTE:
REFER TO ELECTRICAL FOR ALL EXTERIOR LIGHTING FIXTURES. LOCATIONS TO BE FINALIZED IN FUTURE ISSUANCE



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EXTERIOR ELEVATIONS

SHEET NUMBER

A403

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1 A404 WEST AREA B/C ELEVATION
1/8" = 1'-0"

2 A404 WEST AREA C/D ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

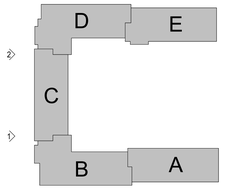
AE03	WOOD FRAMED CANOPY W/ TRIM BOARD WRAP AT COLUMN AND EAVE PROFILE, TYP
AE04	PREFINISHED BREAK METAL CAP, COLOR TO MATCH ADJACENT FRAME AND BODY
AE08	PACU – PT. TO MATCH ADJACENT MATERIAL, TYP
AE13	PREFABRICATED ALUMINUM DECKS & RAILING, TYP
AE18	DECORATIVE TRIM FEATURE, SEE ENLARGED ELEVATIONS
AE19	CONTINUOUS RIDGE VENT, TYP
AE24	PREFINISHED METAL COPING: COLOR TO MATCH BODY AE00
AE29	SOLDIER COURSE, FBR-1 TYP.
AE32	ALUMINIUM RAILING: COLOR TBD

EXTERIOR MATERIAL LEGEND

FB-1	FACE BRICK MASONRY VENEER (FIELD & SOLDIER COURSE)
DCMU-1	DECORATIVE CONCRETE MASONRY UNITS
FSDG-1-1	LAP SIDING 8" - PTX-1
FSDG-2-2	LAP SIDING 6" - PTX-2
FSDG-3-1	LAP SIDING 4" - PTX-1
FSDG-3-3	LAP SIDING 4" - PTX-3
FSDG-4-2	FLAT PANEL SIDING - PTX-2
FSDG-4-3	FLAT PANEL SIDING - PTX-3
FSDG-5-2	TRIM BOARD - PTX-2
FSDG-5-3	TRIM BOARD - PTX-3

NOTE: ALL FIBER CEMENT SIDING (FSDG) TO BE FIELD PAINTED

NOTE:
REFER TO ELECTRICAL FOR ALL EXTERIOR LIGHTING FIXTURES. LOCATIONS TO BE FINALIZED IN FUTURE ISSUANCE



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PROJECT TITLE

WEST ST. PAUL SENIOR

ISSUE #	DATE	DESCRIPTION
	03/13/2020	PERMIT SET
	04/14/2020	BID SET
A	05/12/2020	ADDENDUM #1

CERTIFICATION

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 Architect under the laws of the state of Minnesota

Mike Krych
23555 — 06/26/2020
License Number — Date

DRAWN BY	Author
CHECKED BY	Checker
COMMISSION NUMBER	1393-162

SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

A404

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1 A405 NORTH AREA D ELEVATION
1/8" = 1'-0"

2 A405 NORTH AREA E ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

AE04	PREFINISHED BREAK METAL CAP, COLOR TO MATCH ADJACENT FRAME AND BODY
AE08	PACU – PT. TO MATCH ADJACENT MATERIAL, TYP
AE13	PREFABRICATED ALUMINUM DECKS & RAILING, TYP
AE18	DECORATIVE TRIM FEATURE. SEE ENLARGED ELEVATIONS
AE19	CONTINUOUS RIDGE VENT, TYP
AE24	PREFINISHED METAL COPING: COLOR TO MATCH BODY AE00
AE29	SOLDIER COURSE, FBR-1 TYP.
AE32	ALUMINIUM RAILING: COLOR TBD
AE36	ENTRY METAL CANOPY,COLOR TBD

EXTERIOR MATERIAL LEGEND

FB-1	FACE BRICK MASONRY VENEER (FIELD & SOLDIER COURSE)
DCMU-1	DECORATIVE CONCRETE MASONRY UNITS
FSDG-1-1	LAP SIDING 8" - PTX-1
FSDG-2-2	LAP SIDING 6" - PTX-2
FSDG-3-1	LAP SIDING 4" - PTX-1
FSDG-3-3	LAP SIDING 4" - PTX-3
FSDG-4-2	FLAT PANEL SIDING - PTX-2
FSDG-4-3	FLAT PANEL SIDING - PTX-3
FSDG-5-2	TRIM BOARD - PTX-2
FSDG-5-3	TRIM BOARD - PTX-3

NOTE: ALL FIBER CEMENT SIDING (FSDG) TO BE FIELD PAINTED

NOTE:
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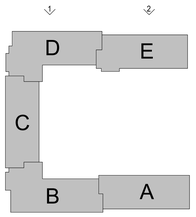

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A405

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1 A406 EAST AREA E WING ELEVATION
1/8" = 1'-0"

2 A406 SOUTH COURTYARD AREA E ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

AE04	PREFINISHED BREAK METAL CAP, COLOR TO MATCH ADJACENT FRAME AND BODY
AE08	PACU – PT. TO MATCH ADJACENT MATERIAL, TYP
AE13	PREFABRICATED ALUMINUM DECKS & RAILING, TYP
AE18	DECORATIVE TRIM FEATURE. SEE ENLARGED ELEVATIONS
AE19	CONTINUOUS RIDGE VENT, TYP
AE24	PREFINISHED METAL COPING: COLOR TO MATCH BODY AE00
AE29	SOLDIER COURSE, FBR-1 TYP.

EXTERIOR MATERIAL LEGEND

FB-1	FACE BRICK MASONRY VENEER (FIELD & SOLDIER COURSE)
DCMU-1	DECORATIVE CONCRETE MASONRY UNITS
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FSDG-2-2	LAP SIDING 6" - PTX-2
FSDG-3-1	LAP SIDING 4" - PTX-1
FSDG-3-3	LAP SIDING 4" - PTX-3
FSDG-4-2	FLAT PANEL SIDING - PTX-2
FSDG-4-3	FLAT PANEL SIDING - PTX-3
FSDG-5-2	TRIM BOARD - PTX-2
FSDG-5-3	TRIM BOARD - PTX-3

NOTE: ALL FIBER CEMENT SIDING (FSDG) TO BE FIELD PAINTED

NOTE:
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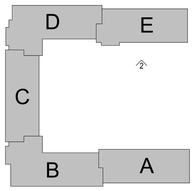

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1 A407 SOUTH COURTYARD AREA D ELEVATION
1/8" = 1'-0"

2 A407 EAST COURTYARD ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

AE04	PREFINISHED BREAK METAL CAP, COLOR TO MATCH ADJACENT FRAME AND BODY
AE08	PACU – PT. TO MATCH ADJACENT MATERIAL, TYP
AE13	PREFABRICATED ALUMINUM DECKS & RAILING, TYP
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AE19	CONTINUOUS RIDGE VENT, TYP
AE24	PREFINISHED METAL COPING: COLOR TO MATCH BODY AE00
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AE36	ENTRY METAL CANOPY,COLOR TBD

EXTERIOR MATERIAL LEGEND

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DCMU-1	DECORATIVE CONCRETE MASONRY UNITS
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FSDG-2-2	LAP SIDING 6" - PTX-2
FSDG-3-1	LAP SIDING 4" - PTX-1
FSDG-3-3	LAP SIDING 4" - PTX-3
FSDG-4-2	FLAT PANEL SIDING - PTX-2
FSDG-4-3	FLAT PANEL SIDING - PTX-3
FSDG-5-2	TRIM BOARD - PTX-2
FSDG-5-3	TRIM BOARD - PTX-3

NOTE: ALL FIBER CEMENT SIDING (FSDG) TO BE FIELD PAINTED

NOTE:
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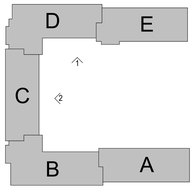

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EXTERIOR ELEVATIONS

SHEET NUMBER

A407

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1 A408 NORTH COURTYARD AREA B ELEVATION
1/8" = 1'-0"

2 A408 EAST AREA A WING ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

AE04	PREFINISHED BREAK METAL CAP, COLOR TO MATCH ADJACENT FRAME AND BODY
AE08	PACU – PT. TO MATCH ADJACENT MATERIAL, TYP
AE13	PREFABRICATED ALUMINUM DECKS & RAILING, TYP
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AE19	CONTINUOUS RIDGE VENT, TYP
AE24	PREFINISHED METAL COPING: COLOR TO MATCH BODY AE00
AE29	SOLDIER COURSE, FBR-1 TYP.
AE36	ENTRY METAL CANOPY,COLOR TBD

3 A408 NORTH COURTYARD AREA A ELEVATION
1/8" = 1'-0"

EXTERIOR MATERIAL LEGEND

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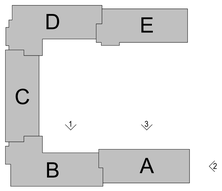

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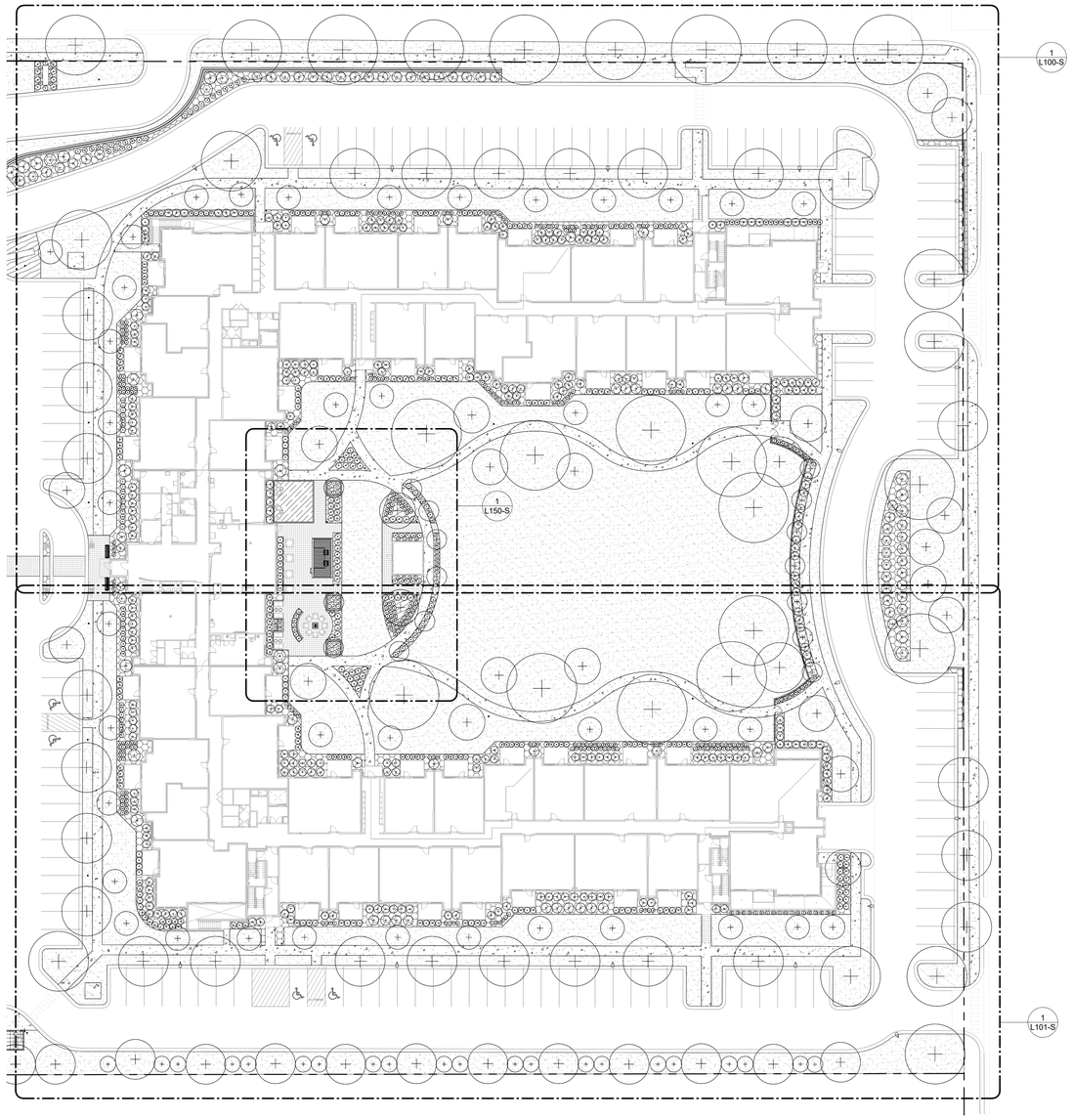

1 L001-S SITE - LANDSCAPE REFERENCE PLAN
1" = 30'-0"

GENERAL NOTES

1. LANDSCAPE CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
2. LANDSCAPE CONTRACTOR SHALL VERIFY PLAN LAYOUT AND DIMENSIONS SHOWN AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN AND/OR INTENT OF THE PROJECT'S LAYOUT.
3. LANDSCAPE CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND/OR MATERIALS SUPPLIED.
4. LANDSCAPE CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION OPERATIONS. DAMAGE TO SAME SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
5. LANDSCAPE CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION / MATERIAL INSTALLATION BEGINS (MINIMUM 10'-0" CLEARANCE).
6. UNDERGROUND UTILITIES SHALL BE INSTALLED SO THAT TRENCHES DO NOT CUT THROUGH ROOT SYSTEMS OF ANY EXISTING TREES TO REMAIN.
7. EXISTING CONTOURS, TRAILS, VEGETATION, CURB/GUTTER AND OTHER ELEMENTS ARE BASED UPON INFORMATION SUPPLIED TO THE LANDSCAPE ARCHITECT BY OTHERS. LANDSCAPE CONTRACTOR SHALL VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION AND NOTIFY LANDSCAPE ARCHITECT OF SAME.
8. ALIGNMENT AND GRADES OF THE PROPOSED WALKS, TRAILS AND/OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. CHANGES IN THE ALIGNMENT AND GRADES MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
9. LANDSCAPE CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN THE PLANT MATERIAL SELECTIONS AND OTHER SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE PLANT MATERIAL SELECTIONS OR SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK.
10. LANDSCAPE CONTRACTOR SHALL PREPARE AND SUBMIT REPRODUCIBLE AS-BUILT DRAWING(S) OF LANDSCAPE INSTALLATION, IRRIGATION AND SITE IMPROVEMENTS UPON COMPLETION OF CONSTRUCTION INSTALLATION AND PRIOR TO PROJECT ACCEPTANCE.
11. NO PLANTS WILL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
12. SOD AREAS DISTURBED DUE TO GRADING SHALL BE REPLACED, UNLESS NOTED OTHERWISE.
13. WHERE SOD ABUTS PAVED SURFACES, FINISHED GRADE OF SOD/SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.
14. SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, SOD SHALL BE STAKED SECURELY.
15. PROPOSED PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1. UNLESS NOTED OTHERWISE, DECIDUOUS SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED HEIGHT. ORNAMENTAL TREES SHALL HAVE NO 'V' CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' FEET ABOVE THE ROOT BALL. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE FINISHED GRADE.
16. LANDSCAPE CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND/OR MATERIALS SUPPLIED.
17. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
18. LANDSCAPE CONTRACTOR SHALL WARRANTY NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM THE DATE OF THE OWNER ACCEPTANCE. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.
19. PLANTING AREAS (NOT OVER STRUCTURE) RECEIVING GROUND COVER, PERENNIALS, ANNUALS, AND/OR VINES SHALL RECEIVE A MINIMUM OF 18" DEPTH OF PLANTING SOIL CONSISTING OF AT LEAST 45 PARTS TOPSOIL, 45 PARTS SCREENED COMPOST OR MANURE AND 10 PARTS SAND.
20. ANNUAL AND PERENNIAL PLANTING BEDS TO RECEIVE 4" DEEP SHREDDED HARDWOOD MULCH WITH NO WEED BARRIER.
21. SHRUB BED MASSINGS TO RECEIVE 4" DEEP SHREDDED HARDWOOD MULCH WITH FIBER MAT WEED BARRIER.
22. STEEL EDGER TO BE USED TO CONTAIN SHRUBS, PERENNIALS AND ANNUALS WHERE PLANTING BED MEETS SOD UNLESS OTHERWISE NOTED.
23. REFER TO CIVIL FOR SITE DEMOLITION INFORMATION.
24. REFER TO CIVIL FOR ADDITIONAL SITE GRADING AND UTILITY INFORMATION
25. IF A DISCREPANCY EXISTS BETWEEN THE NUMBER OF PLANTS SHOWN IN THE PLANT MATERIALS SCHEDULE AND THE PLANS, THE PLANS SHALL GOVERN.
26. CONTRACTOR SHALL STAKE OUT LOCATION OF ALL PROPOSED TREES FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

IRRIGATION NOTES

1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A PERFORMANCE IRRIGATION PLAN AND SPECIFICATIONS AS PART OF THE SCOPE OF WORK WHEN BIDDING. THESE SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ORDER AND/OR INSTALLATION. IT SHALL BE THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT SODDED/SEEDED AND PLANTED AREAS ARE IRRIGATED PROPERLY, INCLUDING THOSE AREAS DIRECTLY AROUND AND ABUTTING BUILDING FOUNDATION.
2. SHRUB & PERENNIAL BEDS TO BE IRRIGATED WITH DRIP IRRIGATION. SOD TO BE IRRIGATED WITH SPRAY.
3. LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH A WATERING/LAWN IRRIGATION SCHEDULE APPROPRIATE TO THE PROJECT SITE CONDITIONS AND TO PLANT MATERIALS GROWTH REQUIREMENTS.
4. LANDSCAPE CONTRACTOR SHALL INSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO INSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL PLANTING AREAS.
5. COORDINATE IRRIGATION SLEEVING LOCATIONS WITH GENERAL CONTRACTOR.
6. RAIN SENSORS TO BE INCLUDED WITHIN THE IRRIGATION DESIGN.
7. IRRIGATION LIMITS TO EXTEND TO STREET BACK OF CURB.

SURVEY NOTES

1. ALL EXISTING CONDITIONS SHOWN ON THIS DRAWING ARE BASED ON AN OWNER-FURNISHED SURVEY. BKV GROUP OFFERS NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, FOR THE ACCURACY OR RELIABILITY OF THE INDICATED EXISTING CONDITIONS.
2. THE CONTRACTOR SHALL FIELD VERIFY ALL CRITICAL EXISTING CONDITIONS INCLUDING, BUT NOT LIMITED TO, EXISTING BUILDING LOCATIONS, UTILITY LOCATIONS AND INVERT ELEVATIONS, AND EXISTING SITE GRADES PRIOR TO THE START OF WORK.
3. ANY OBSERVED DEVIATIONS FROM CONDITIONS INDICATED ON THE DRAWINGS SHALL BE BROUGHT TO THE ARCHITECT OR LANDSCAPE ARCHITECT'S ATTENTION IMMEDIATELY UPON DISCOVERY. NO WORK SHALL PROCEED IN THE AREAS OF ANY DISCOVERED DEVIATIONS UNTIL THE DIFFERENCES ARE RESOLVED.

SHEET INDEX:

SHEET NUMBER	SHEET NAME	PERMIT SET - 03/13/2020	BID SET - 04/14/2020	ADDENDUM #1 - 05/12/2020	ISSUE 04	ISSUE 05	ISSUE 06
1 - GENERAL INFORMATION							
L001-S	LANDSCAPE TITLE SHEET	X	X	X			
3 - STANDARD SHEETS							
L100-S	SITE - LANDSCAPE PLAN NORTH	X	X	X	X		
L101-S	SITE - LANDSCAPE PLAN SOUTH	X	X	X			
L102-S	SITE - PLANTING PLAN NORTH	X	X	X			
L103-S	SITE - PLANTING PLAN SOUTH	X	X	X	X		
L150-S	COURTYARD - LANDSCAPE PLAN	X	X	X			
L151-S	COURTYARD - PLANTING PLAN	X	X	X			
L200-S	SITE - LAYOUT & SURFACING PLAN NORTH	X	X	X			
L201-S	SITE - LAYOUT & SURFACING PLAN SOUTH	X	X	X			
L202-S	COURTYARD - LAYOUT AND SURFACING PLAN	X	X	X			
L300-S	LANDSCAPE DETAILS	X	X	X			
L301-S	LANDSCAPE DETAILS	X	X	X			

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COMMISSION NUMBER	1393-162

SHEET TITLE

LANDSCAPE TITLE SHEET

SHEET NUMBER

L001-S

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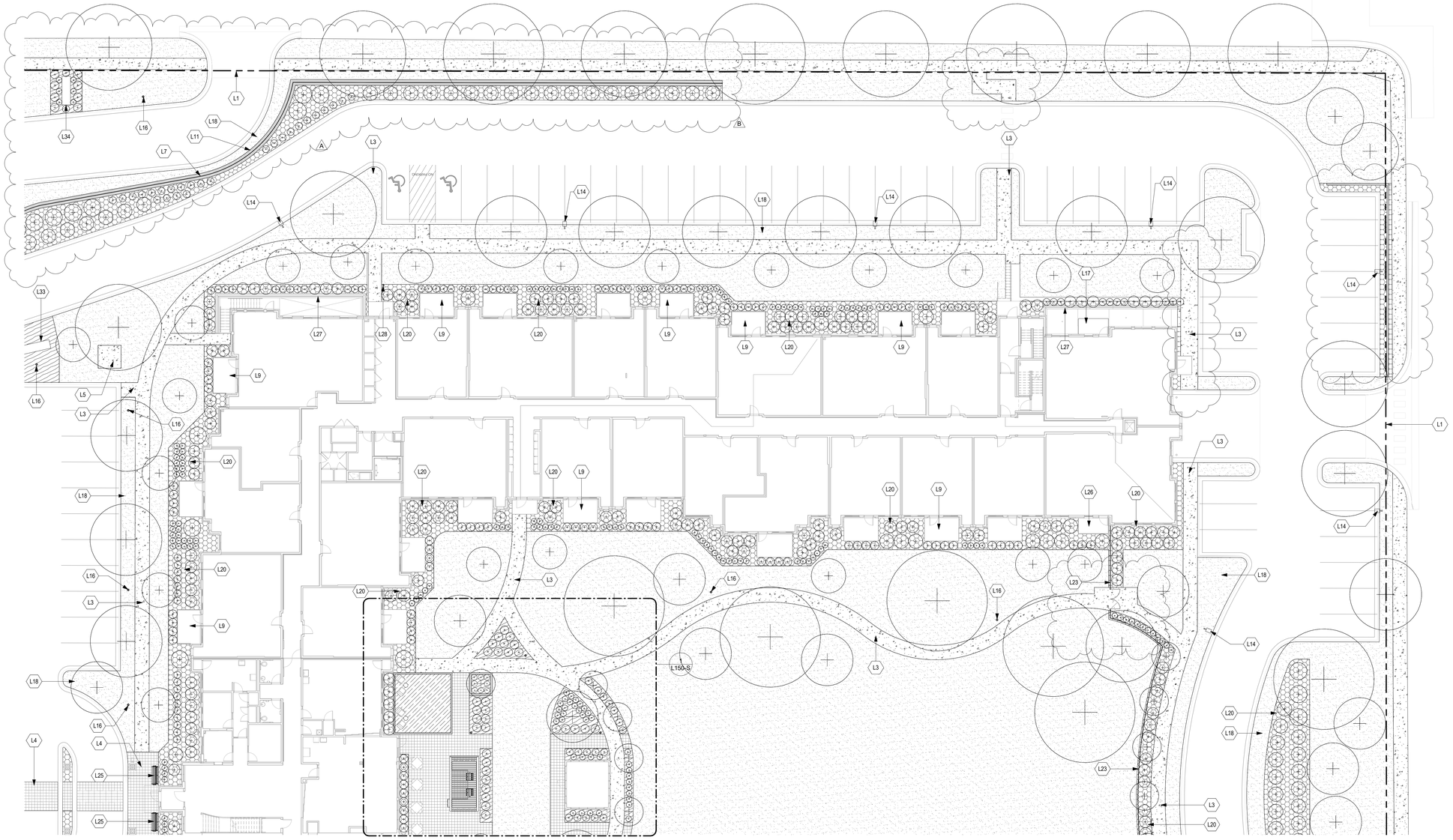

1 L100-S SENIOR SITE - LANDSCAPE PLAN NORTH
1/16" = 1'-0"

KEY NOTES:

L1	PROPERTY LINE
L3	C.I.P. PLAIN CONCRETE WALK; SEE CIVIL
L4	C.I.P. COLORED CONCRETE, CEMSTONE'HARBOR MIST' CPC 102-L'; JOINTING PER LAYOUT AND SURFACING PLAN, 3/8" SAWN JOINTS, SEE SPEC.
L5	ELECTRICAL EQUIPMENT PAD, SEE CIVIL
L7	4' ALUMINUM PICKET FENCE, AMERISTAR 'MONTAGE PLUS MAJESTIC STYLE', BLACK POWDERCOATED FINISH, SURFACE MOUNTED TO THE TOP OF BIG BLOCK WALL PER MANUFACT. SPEC(S)
L9	PRIVATE PATIO, C.I.P. PLAIN CONC., SEE ARCH. FOR STOOP CONNECTION
L11	BIG BLOCK RETAINING WALL, RECON 'LESEUR COUNTY LIMESTONE', STAIN TO BE SELECTED THROUGH SUBMITTAL PROCESS, SEE CIVIL FOR TOP AND BOTTOM WALL ELEVATIONS, INSTALLED PER MANUFACT. SPEC(S)
L14	STREET LIGHTING, SET 2' FROM BACK OF CURB WHERE APPLICABLE; SEE ELEC.
L16	EXTERIOR PEDESTRIAN POLE LIGHTING, SEE ELEC.
L17	RAISED UNIT DECKS, SEE ARCH.
L18	TURF GRASS, SOD, INCLUDING IRRIGATION; SEE SPEC
L20	PLANTING BED, ROCK MULCH, 3" DEPTH TRAP ROCK 3/8" CLEAN W/FABRIC UNDERLAYMENT, PROVIDE AUTOMATED DRIP IRRIGATION AND STEEL LANDSCAPE EDGER; SEE 3/L300-S
L23	6' AMERISTAR 'MONTAGE PLUS MAJESTIC STYLE', BLACK POWDERCOATED FINISH, 42" SELF CLOSING GATES WITH PANIC HARDWARE, INSTALLED AT GRADE PER MANUFACT. SPEC(S)
L25	BENCH, 'HARPO' BY LANDSCAPE FORMS, 69" BACKED WIDE WOOD, DSTMA SEAT, WHITE POWDERCOATED FRAME, INSTALLED PER MANUFACT. SPEC(S), (2 TOTAL UNITS)
L26	RAISED UNIT BALCONY, SEE ARCH.
L27	AREA WELL, SEE ARCH.
L28	DOGIPOT, DIG WASTE STATION WITH ONE PUL BAG SYSTEM DEPOT-022-B, BLACK FINISH, INSTALLED PER MANUFACT. SPEC(S), (2 TOTAL UNITS)
L33	DIRECTIONAL SIGN, SEE A015 FOR BASE, SIGNAGE INSERT BY SIGNAGE VENDOR
L34	MONUMENT SIGN, SEE A015 FOR BASE, SIGNAGE INSERT BY SIGNAGE VENDOR

A

GRAPHIC LEGEND:

STANDARD GRAY CONCRETE, BROOM FINISHED, TYP.

CIP COLORED CONCRETE (A), BROOM FINISHED, CEMSTONE 'HARBOR MIST CPC-120L'

TURFGRASS, SOD, IRRIGATED; TYP.

ROCK MULCH, 3/8" TRAP ROCK, CLEAN, INCLUDE FILTER FABRIC UNDERLAYMENT

HARDWOOD MULCH, SHREDDED, TYP.

SYNTHETIC TURF, SYNLAWN 'AUGUSTINE X 47"

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PROJECT TITLE

WEST SAINT PAUL SENIOR

ISSUE #	DATE	DESCRIPTION
	03/13/2020	PERMIT SET
	04/14/2020	BID SET
A	05/12/2020	ADDENDUM #1
B	07/01/2020	ADDENDUM #2

CERTIFICATION

DRAWN BY	SB
CHECKED BY	BH
COMMISSION NUMBER	1393-162

SHEET TITLE

SITE - LANDSCAPE PLAN NORTH

SHEET NUMBER

L100-S

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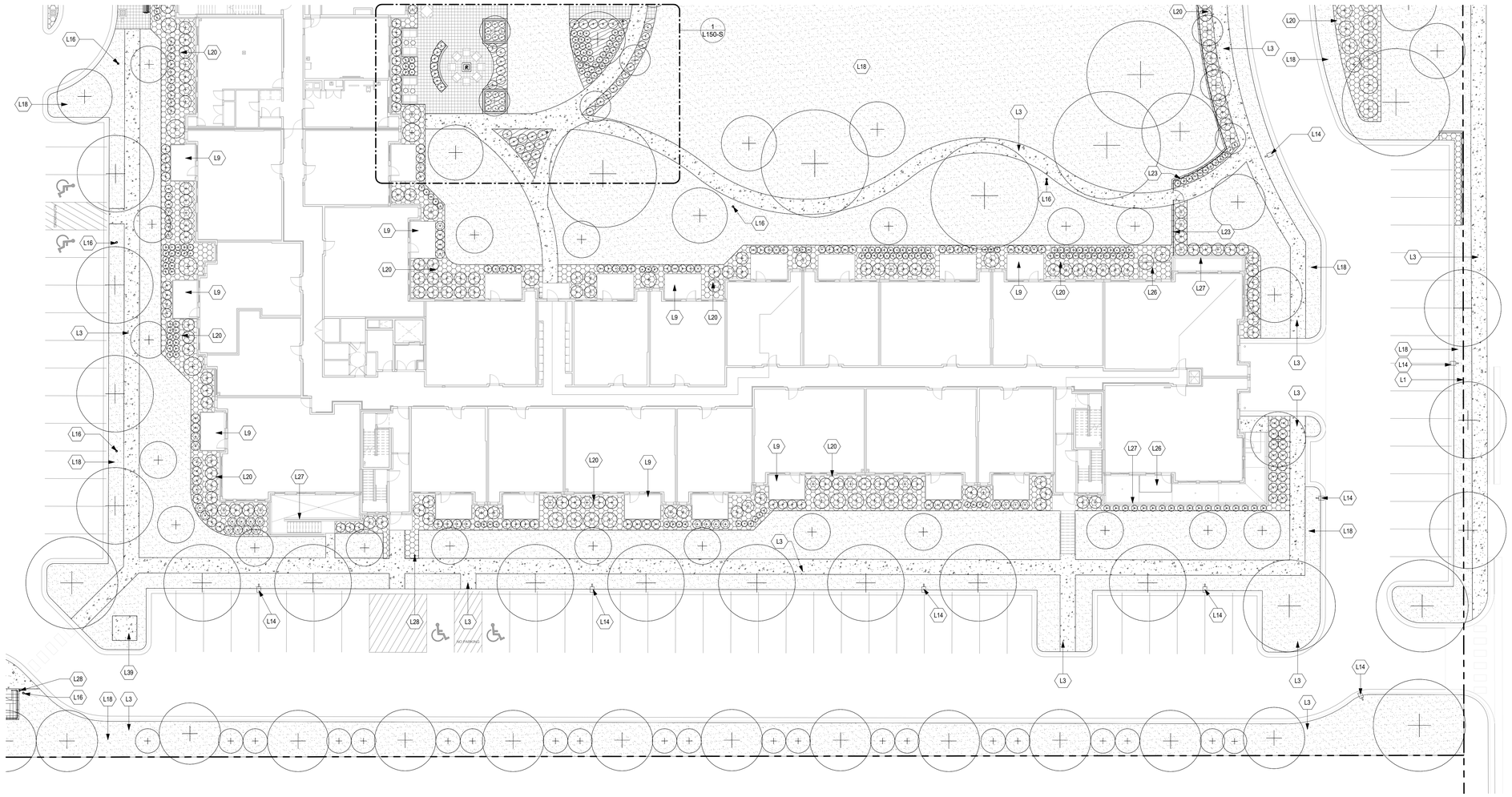

1 L101-S SENIOR SITE - LANDSCAPE PLAN SOUTH
1/16" = 1'-0"

KEY NOTES:

L1	PROPERTY LINE
L3	C.I.P. PLAIN CONCRETE WALK; SEE CIVIL
L9	PRIVATE PATIO, C.I.P. PLAIN CONC., SEE ARCH. FOR STOOP CONNECTION
L14	STREET LIGHTING, SET 2' FROM BACK OF CURB WHERE APPLICABLE; SEE ELEC.
L16	EXTERIOR PEDESTRIAN POLE LIGHTING, SEE ELEC.
L18	TURF GRASS, SOD, INCLUDING IRRIGATION; SEE SPEC
L20	PLANTING BED, ROCK MULCH, 3" DEPTH TRAP ROCK 3/8" CLEAN W/FABRIC UNDERLAYMENT, PROVIDE AUTOMATED DRIP IRRIGATION AND STEEL LANDSCAPE EDGER; SEE 3L300-S
L23	6' AMERISTAR 'MONTAGE PLUS MAJESTIC STYLE', BLACK POWDERCOATED FINISH, 42" SELF CLOSING GATES WITH PANIC HARDWARE, INSTALLED AT GRADE PER MANUFACT. SPEC(S)
L26	RAISED UNIT BALCONY, SEE ARCH.
L27	AREA WELL, SEE ARCH.
L28	DOGIPOT, DIG WASTE STATION WITH ONE PUL BAG SYSTEM DEPOT-022-B, BLACK FINISH, INSTALLED PER MANUFACT. SPEC(S), (2 TOTAL UNITS)
L39	ELECTRICAL EQUIPMENT PAD, SEE CIVIL

A

GRAPHIC LEGEND:

STANDARD GRAY CONCRETE, BROOM FINISHED, TYP.

CIP COLORED CONCRETE (A), BROOM FINISHED, CEMSTONE 'HARBOR MIST CPC-120L'

TURFGRASS, SOD, IRRIGATED, TYP.

ROCK MULCH, 3/8" TRAP ROCK, CLEAN, INCLUDE FILTER FABRIC UNDERLAYMENT

HARDWOOD MULCH, SHREDDED, TYP.

SYNTHETIC TURF, SYNLAWN 'AUGUSTINE X 47'

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CERTIFICATION

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COMMISSION NUMBER	1393-162

SHEET TITLE

SITE - LANDSCAPE PLAN SOUTH

SHEET NUMBER

L101-S

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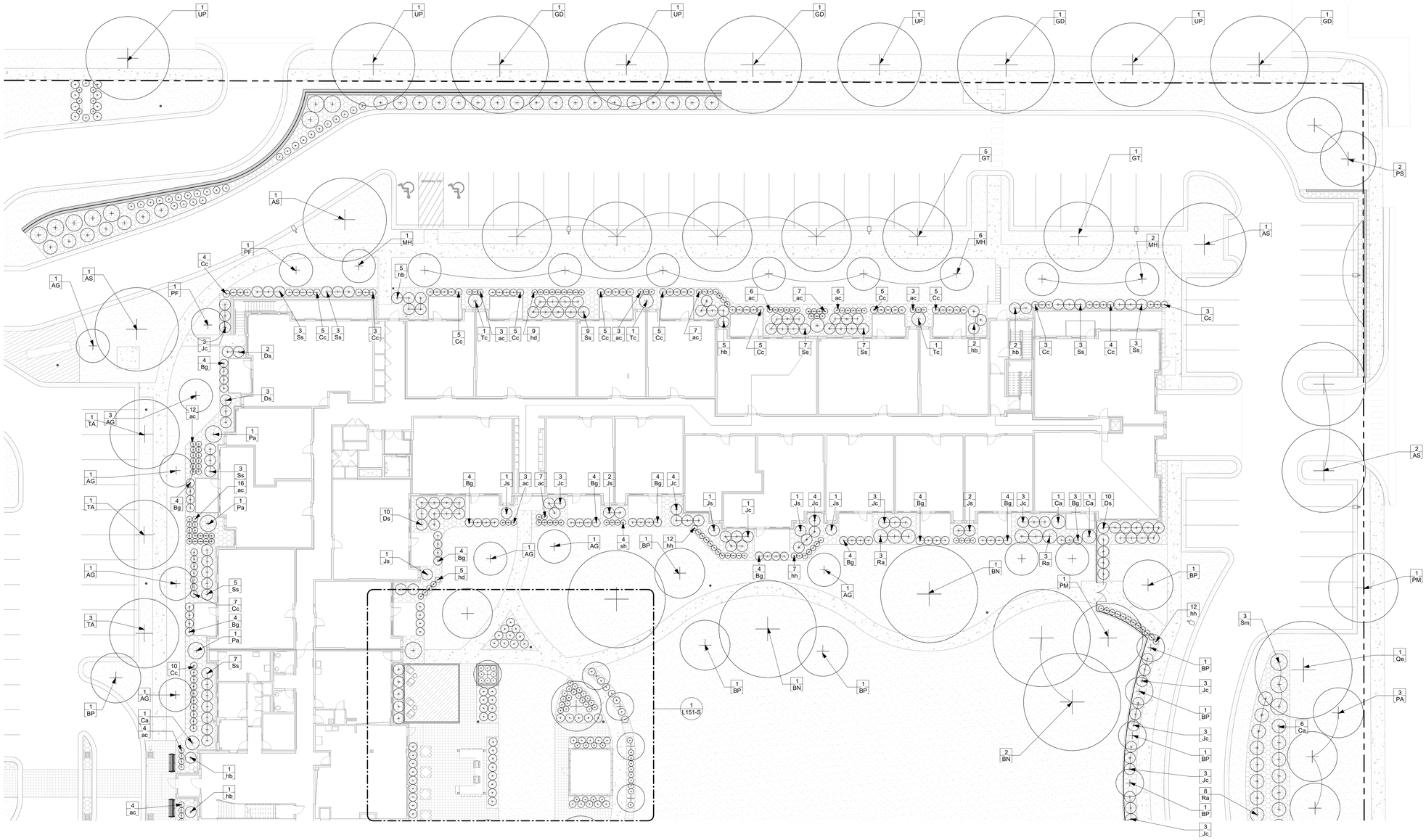

1 L102-S SENIOR SITE - PLANTING PLAN NORTH
1/16" = 1'-0"

PROPOSED PLANT SCHEDULE:

QTY	SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE
PERENNIALS/VINES/ANNUALS				
136	ac	MAGGIE DALEY ASTILBE	Astilbe chinensis 'Maggie Daley'	#1 CONT.
28	ca	KARL FORESTER GRASS	Calamagrostis x acutiflora 'Karl Forester'	#1 CONT.
36	hb	BLUE ANGEL HOSTA	Hosta 'Blue Angel'	#1 CONT.
69	hd	DESIGNER GENES HOSTA	Hosta 'Designer Genes'	#1 CONT.
85	hh	HAPPY RETURNS DAYLILY	Hemerocallis 'Happy Returns'	#1 CONT.
57	pa	BLUE JEAN BABY RUSSIAN SAGE	Perovskia atriplicifolia 'Blue Jean Baby'	#1 CONT.
28	rh	WALKER'S LOW CATMINT	Nepeta x faassenii 'Walker's Low'	#1 CONT.
95	sh	PRAIRIE DROPSEED	Sporobolus heterolepis	#1 CONT.
ORNAMENTAL TREES				
25	AG	AUTUMN BRILLIANCE SERVICEBERRY	Amelanchir x grandiflora 'Autumn Brilliance'	2" CAL.
9	MH	HARVEST GOLD CRABAPPLE	Malus 'Hargozam'	2" CAL.
7	PF	KOREAN SUN PEAR	Pyrus faurlei 'Westwood'	2" CAL.
21	PJ	MOUNTAIN SENTINEL ASPEN	Populus tremuloides 'JFS-column'	#15 CONT.
3	SR	IVORY SILK JAPANESE TREE LILAC	Syringa reticulata 'Ivory Silk'	2" CAL.
DECIDUOUS TREES				
9	AS	FALL FIESTA SUGAR MAPLE	Acer saccharum 'Bailsta'	2.5" CAL.
10	BN	RIVER BIRCH	Betula nigra	2.5" CAL.
13	BP	DAKOTA PINNACLE BIRCH	Betula platyphylla 'Fargo'	2.5" CAL.
16	BP	WHITESPIRE BIRCH (CLUMP)	Betula populifolia 'Whitespire'	2.5" CAL.
4	GD	KENTUCKY COFFEE TREE	Gymnocladus dioica 'Espresso'	2.5" CAL.
14	GT	SKYLINE HONEYLOCUST	Gleditsia triacanthos var. inermis 'Skycole'	2.5" CAL.
6	PM	AMUR CHOKECHERRY	Prunus Maackii	2.5" CAL.
2	Qe	NORTHERN PIN OAK	Quercus ellipsoidalis	2.5" CAL.
7	TA	AMERICAN SENTRY LINDEN	Tilia americana 'MnKSentry'	2.5" CAL.
5	UP	PATRIOT ELM	Ulmus x 'Patriot'	2.5" CAL.

QTY	SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE
DECIDUOUS SHRUBS				
99	Bg	CHICAGOLAND GREEN BOXWOOD	Buxus glencoe	#5 CONT.
14	Ca	IVORY HALO DOGWOOD	Cornus alba 'Bailhalo'	#5 CONT.
133	Cc	SUGARTINA CLETHRA	Clethra alnifolia 'Crystalina' (PP21, 561)	#3 CONT.
38	Ct	TOM THUMB COTONEASTER	Cotoneaster apiculatus 'Tom Thumb'	#5 CONT.
69	Ds	BUTTERFLY BUSH HONEYSUCKLE	Diervilla sessilifolia 'Butterfly'	#5 CONT.
52	Ra	GRO LOW SUMAC	Rhus aromatica 'Gro Low'	#5 CONT.
14	Rn	FLOWER CARPET ROSE	Rosa x 'Noame'	#5 CONT.
14	Sm	DWARF KOREAN LILAC	Syringe meyeri 'Palibin'	#5 CONT.
78	Ss	SEM FALSE SPIREA	Sorbaria sorbifolia 'Sem'(PP16,336)	#2 CONT.
CONIFEROUS TREES				
7	AC	CONCOLOR FIR	Abies concolor	6' B&B
4	PA	NORWAY SPRUCE	Picea abies	8' B&B
8	PS	WHITE PINE	Pinus strobus	6' B&B
CONIFEROUS SHRUBS				
68	Jc	MANEY JUNIPER	Juniperus chinensis 'Maneyi'	#5 CONT.
17	Js	SKYROCKET JUNIPER	Juniperus scopulorum 'Skyrocket'	6' B&B
9	Pa	SHERWOOD COMPACT SPRUCE	Picea abies 'Sherwood Compact'	#10 CONT.
9	Tc	RUSHMORE ARBORVITAE	Thuja occidentalis 'Rushmore'	#10 CONT.
8	Tk	EMERALD FOUNTAIN CANADIAN HEMLOCK	Tsooga kanadensis	4' H B&B

GRAPHIC LEGEND:

STANDARD GRAY CONCRETE, BROOM FINISHED, TYP.

CIP COLORED CONCRETE (A), BROOM FINISHED, CEMSTONE 'HARBOR MIST CPC-120L'

TURFGRASS, SOD, IRRIGATED, TYP.

ROCK MULCH, 3/8" TRAP ROCK, CLEAN, INCLUDE FILTER FABRIC UNDERLAYMENT

HARDWOOD MULCH, SHREDDED, TYP.

SYNTHETIC TURF, SYNLAWN 'AUGUSTINE X 47'

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COMMISSION NUMBER	1393-162

SHEET TITLE

SITE - PLANTING PLAN NORTH

SHEET NUMBER

L102-S

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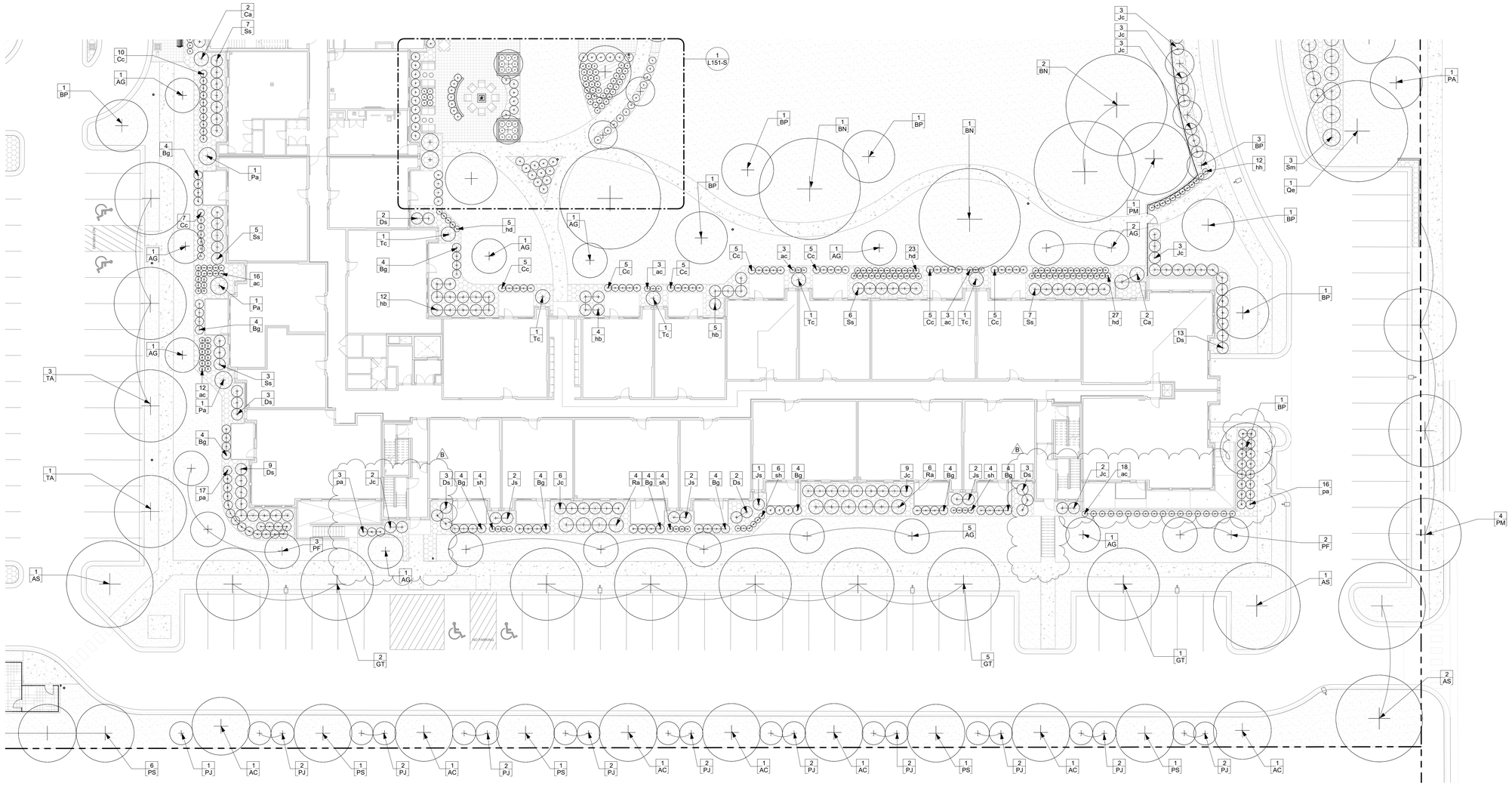

1 L103-S SENIOR SITE - PLANTING PLAN SOUTH
1/16" = 1'-0"

PROPOSED PLANT SCHEDULE:

QTY	SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE
PERENNIALS/VINES/ANNUALS				
136	ac	MAGGIE DALEY ASTILBE	Astilbe chinensis 'Maggie Daley'	#1 CONT.
28	ca	KARL FORESTER GRASS	Calamagrostis x acutiflora 'Karl Forester'	#1 CONT.
36	hb	BLUE ANGEL HOSTA	Hosta 'Blue Angel'	#1 CONT.
69	hd	DESIGNER GENES HOSTA	Hosta 'Designer Genes'	#1 CONT.
85	hh	HAPPY RETURNS DAYLILY	Hemerocallis 'Happy Returns'	#1 CONT.
57	pa	BLUE JEAN BABY RUSSIAN SAGE	Perovskia atriplicifolia 'Blue Jean Baby'	#1 CONT.
28	rh	WALKER'S LOW CATMINT	Nepeta x faassenii 'Walker's Low'	#1 CONT.
95	sh	PRAIRIE DROPSEED	Sporobolus heterolepis	#1 CONT.
ORNAMENTAL TREES				
25	AG	AUTUMN BRILLIANCE SERVICEBERRY	Amelanchir x grandiflora 'Autumn Brilliance'	2" CAL.
9	MH	HARVEST GOLD CRABAPPLE	Malus 'Hargozam'	2" CAL.
7	PF	KOREAN SUN PEAR	Pyrus fauriei 'Westwood'	2" CAL.
21	PJ	MOUNTAIN SENTINEL ASPEN	Populus tremuloides 'JFS-column'	#15 CONT.
3	SR	IVORY SILK JAPANESE TREE LILAC	Syringa reticulata 'Ivory Silk'	2" CAL.
DECIDUOUS TREES				
9	AS	FALL FIESTA SUGAR MAPLE	Acer saccharum 'Bailsta'	2.5" CAL.
10	BN	RIVER BIRCH	Betula nigra	2.5" CAL.
13	BP	DAKOTA PINNACLE BIRCH	Betula platyphylla 'Fargo'	2.5" CAL.
16	BP	WHITESPIRE BIRCH (CLUMP)	Betula populifolia 'Whitespire'	2.5" CAL.
4	GD	KENTUCKY COFFEE TREE	Gymnocladus dioica 'Espresso'	2.5" CAL.
14	GT	SKYLINE HONEYLOCUST	Gleditsia triacanthos var. inermis 'Skycole'	2.5" CAL.
6	PM	AMUR CHOKECHERRY	Prunus Maackii	2.5" CAL.
2	Qe	NORTHERN PIN OAK	Quercus ellipsoidalis	2.5" CAL.
7	TA	AMERICAN SENTRY LINDEN	Tilia americana 'MrkSentry'	2.5" CAL.
5	UP	PATRIOT ELM	Ulmus x 'Patriot'	2.5" CAL.

QTY	SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE
DECIDUOUS SHRUBS				
99	Bg	CHICAGOLAND GREEN BOXWOOD	Buxus glencoe	#5 CONT.
14	Ca	IVORY HALO DOGWOOD	Cornus alba 'Bailhalo'	#5 CONT.
133	Cc	SUGARTINA CLETHRA	Clethra alnifolia 'Crystalina' (PP21, 561)	#3 CONT.
38	Ct	TOM THUMB COTONEASTER	Cotoneaster apiculatus 'Tom Thumb'	#5 CONT.
69	Ds	BUTTERFLY BUSH HONEYSUCKLE	Diervilla sessilifolia 'Butterfly'	#5 CONT.
52	Ra	GRO LOW SUMAC	Rhus aromatica 'Gro Low'	#5 CONT.
14	Rn	FLOWER CARPET ROSE	Rosa x 'Noamel'	#5 CONT.
14	Sm	DWARF KOREAN LILAC	Syringe meyeri 'Palibin'	#5 CONT.
78	Ss	SEM FALSE SPIREA	Sorbaria sorbifolia 'Sem'(PP16,336)	#2 CONT.
CONIFEROUS TREES				
7	AC	CONCOLOR FIR	Abies concolor	6' B&B
4	PA	NORWAY SPRUCE	Picea abies	6' B&B
8	PS	WHITE PINE	Pinus strobus	6' B&B
CONIFEROUS SHRUBS				
68	Jc	MANEY JUNIPER	Juniperus chinensis 'Maney'	#5 CONT.
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9	Tc	RUSHMORE ARBORVITAE	Thuja occidentalis 'Rushmore'	#10 CONT.
8	Tk	EMERALD FOUNTAIN CANADIAN HEMLOCK	Tsooga kanadensis	4' H B&B

GRAPHIC LEGEND:

STANDARD GRAY CONCRETE, BROOM FINISHED, TYP.

CIP COLORED CONCRETE (A), BROOM FINISHED, CEMSTONE 'HARBOR MIST CPC-120L'

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CERTIFICATION

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CHECKED BY	BH
COMMISSION NUMBER	1393-162

SHEET TITLE

SITE - PLANTING PLAN SOUTH

SHEET NUMBER

L103-S

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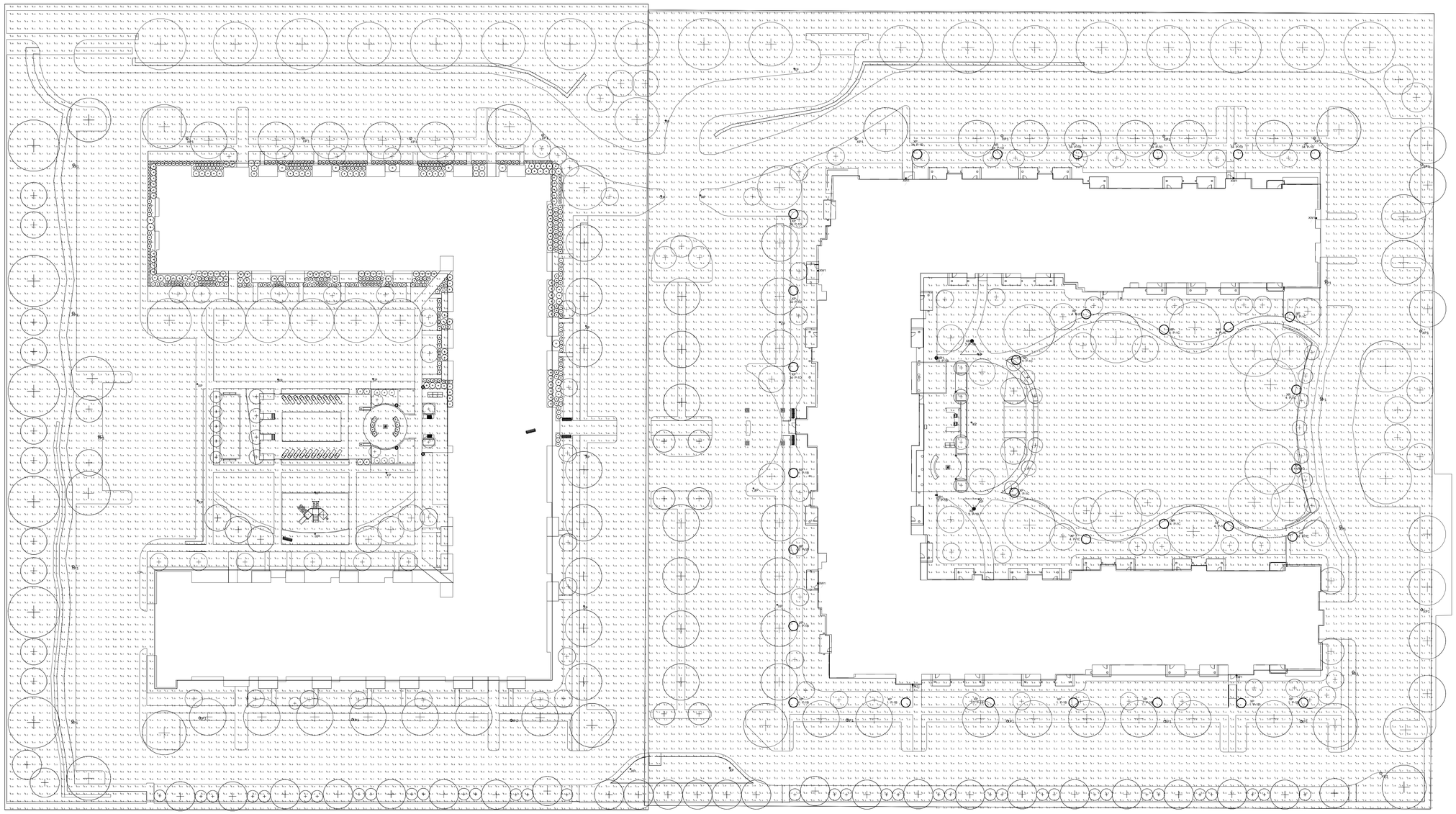
Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	22	MRP_LED_42C_1000_30K_SR2_MVOL	SINGLE	N.A.	1.000	MRP LED 42C 1000 30K SR2 MVOLT
	28	RAD1_LED_P5_30K_PATH_HS	SINGLE	N.A.	1.000	RAD1 LED P5 30K PATH HS

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
WEST ST PAUL FAMILY SITE_Workpl	Illuminance	Fc	1.18	11.8	0.0	N.A.	N.A.
WEST SENIOR ST PAUL SITE_Workpla	Illuminance	Fc	1.12	9.9	0.0	N.A.	N.A.



1 E011 ELECTRICAL SITE PLAN W/ CALCS
1" = 30'-0"

TRUE NORTH PLAN NORTH

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ISSUE #	DATE	DESCRIPTION

CERTIFICATION

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

Chad Kurdi

Chad Kurdi
42678 — License Number
06-25-2020 — Date

DRAWN BY	Author
CHECKED BY	Checker
COMMISSION NUMBER	1393-162

SHEET TITLE

ELECTICAL SITE PLAN W/ CALCS

SHEET NUMBER

E011

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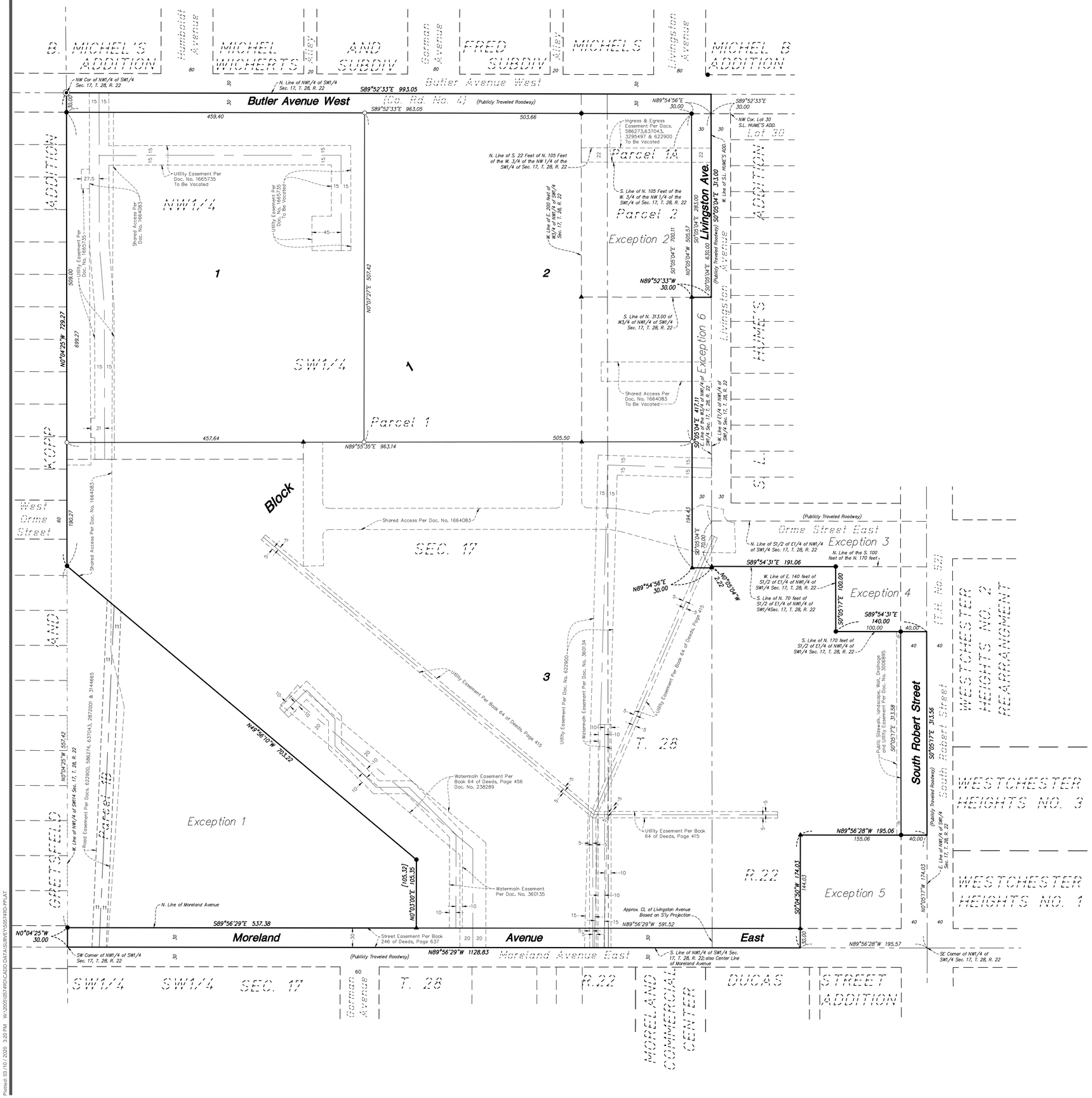


LEGAL DESCRIPTION

Parcel 1:
All that part of the Northwest Quarter of the Southwest Quarter of Section 17, Township 28 North, Range 22 West, Dakota County, Minnesota, described as the West three-quarters of the said Northwest Quarter of the Southwest Quarter and the South Half of the East Quarter of the Northwest Quarter of the Southwest Quarter of said Section 17, excepting therefrom the following:

Exception 1. Beginning at a point on the West line of said Northwest Quarter of the Southwest Quarter a distance of 30 feet North of the Southwest corner thereof, said point being on the North line of Moreland Avenue; thence North 0 degrees 07 minutes 25 seconds West (assumed bearing) 557.42 feet along the West line of said Northwest Quarter of the Southwest Quarter; thence South 49 degrees 59 minutes 10 seconds East, 703.22 feet; thence on a bearing of South 105.32 feet to the North line of Moreland Avenue; thence Westerly along said North line of Moreland Avenue 537.38 feet to the beginning; subject to a 22 foot easement along a traveled road in place running from Moreland Avenue Northerly through the aforedescribed property.

Exception 2. The North 313.0 feet of the East 200 feet of the West three-quarters of the Northwest Quarter of the Southwest Quarter of said Section 17, subject to an easement over the South 22 feet of the North 105.0 feet thereof.

Exception 3. The North 70 feet of the South Half of the East Quarter of the Northwest Quarter of the Southwest Quarter of said Section 17.

Exception 4. The South 100.0 feet of the North 170.0 feet of the East 140.0 feet of the South Half of the East Quarter of the Northwest Quarter of the Southwest Quarter of said Section 17.

Exception 5. Beginning at the Southeast corner of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 59 minutes 21 seconds West along the South line of said Quarter Quarter Section a distance of 195.57 feet; thence North 0 degrees 01 minutes 57 seconds East, 174.03 feet; thence South 89 degrees 59 minutes 21 seconds East, 195.05 feet to the East line of said Northwest Quarter of the Southwest Quarter; thence South 0 degrees 08 minutes 21 seconds East, along said East line 174.03 feet to the beginning, subject to South Robert Street and Moreland Avenue.

Exception 6. Beginning at a point 30 feet West of the Northwest corner of Lot 30, S.L. Hume's Addition, West St. Paul, Dakota County, Minnesota; thence South along a line which is the West line of said S. L. Hume's Addition, a distance of 630 feet; thence continuing South along this same line extended a distance of 70 feet; thence West 30 feet; thence North 700 feet; thence East 30 feet to the point of beginning, said described property being in the East one half of the Northwest one quarter of the Southwest one quarter of Section 17, Township 28, Range 22, Dakota County, Minnesota.
Abstract Property

Parcel 1A:
Easement for vehicular and pedestrian ingress and egress purposes over the South 22 feet of the North 105.0 feet of the East 200 feet of the West three-quarters of the Northwest Quarter of the Southwest Quarter of Section 17, Township 28 North, Range 22 West, for the benefit of Parcel 1, originally created in Quit Claim Deed dated July 27, 1981, filed August 7, 1981, as Document No. 576273, and in Warranty Deed dated December 10, 1973, filed October 14, 1983, as Document No. 637043, and also established in Order dated January 2, 2019, filed March 6, 2019, as Document No. 3295497.

Parcel 1B:
22 foot road easement, for the benefit of Parcel 1, created in Quit Claim Deed dated July 27, 1981, filed August 7, 1981, as Document No. 586274, and in Warranty Deed dated December 10, 1973, filed October 14, 1983, as Document No. 637043, and included in Warranty Deed dated December 30, 2011, filed June 4, 2012, as Document No. 2872001, and in Warranty Deed dated July 29, 2016, filed August 17, 2016, as Document No. 3144665.

Parcel 2:
The North 313.0 feet of the East 200.0 feet of the West three quarters of the Northwest Quarter of the Southwest Quarter of Section 17, Township 28, Range 22, Dakota County, Minnesota.
Abstract Property

GENERAL NOTES

SURVEYOR:
Loucks
7200 Hemlock Lane, Suite 300
Maple Grove, MN 55330
763-424-5505

OWNER/DEVELOPER:
Dominium Development and Acquisitions, LLC
2905 Northwest Blvd, Suite 150
Plymouth, MN 55441
763-354-5500

1. Prepared March 03, 2020.
2. The address, if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork is 1201 Robert Street South and 100 Signal Hills Avenue, West St. Paul, MN 55118.
3. The bearings for this survey are based on the Dakota County Coordinate System NAD 83 (1986 Adjust).
4. Benchmark: MNDOT 1908 J, GSID Station # 106308 Located at the junction of Hwy. 952A and Buttler Ave. in W. St. Paul, 38.0 feet west of southbound Hwy 952A, 53.0 feet south of eastbound Butler Ave., 17.2 feet west of a stop sign light, 13.0 feet south of south corner of utility box, 1.5 feet east of a witness post.
   Elevation = 995.36 (NGVD29)

   Site Benchmark: Top nut of fire hydrant located in the northwest quadrant of Orme Street East and South Robert Street.
   Elevation = 995.76 (NGVD29)
5. This property is contained in Flood Insurance Rate Map, Community Panel No. 27037C0040E, and is a non-printed panel (no special flood hazard areas).
6. The field work was completed on September 16, 2019.

ZONING INFORMATION

Current Zoning:	PRD (Planned Residential Development)
Proposed Zoning:	PRD (Planned Residential Development)
Parking Setback:	30 Feet
Front Building Setback:	10 Feet
Side/Rear Building Setback:	20 Feet

SITE DATA

Areas

Total Property Area	= 1,263,058 +/- square feet or 29.00 +/- acres
Right of Way Dedication Area	= 84,691 +/- square feet or 1.94 +/- acres
Net Property Area	= 1,178,367 +/- square feet or 27.06 +/- acres
Lot 1 Area	= 233,023 +/- square feet or 5.35 +/- acres
Lot 2 Area	= 255,595 +/- square feet or 5.87 +/- acres
Lot 3 Area	= 689,749 +/- square feet or 15.84 +/- acres

LEGEND

- ● FOUND OPEN IRON MONUMENT UNLESS SHOWN OTHERWISE
- ○ SET 1/2 INCH X 14 INCH IRON MONUMENT, MARKED "LS 48988"
- △ SET NAIL
- ▲ FOUND PK NAIL
- [ ] RECORD DOCUMENT

N

0 60 120
SCALE IN FEET

KMART STORE & SIGNAL HILLS SHOPPING CENTER

1201 ROBERT STREET SOUTH
AND
100 SIGNAL HILLS AVENUE
WEST ST. PAUL, MN 55118

DOMINIUM DEVELOPMENT AND ACQUISITIONS, LLC

2905 NORTHWEST BLVD
SUITE 150
PLYMOUTH, MN 55441

LOUCKS
PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

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

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's consent, CADD files may be provided in a usable copies of the CADD software. Any information to be relied upon by Allied Contractors or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

03/10/2020 ..... SURVEY ISSUED

PROFESSIONAL SIGNATURE

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

Max L. Stanislowski - PLS

License No. 48988
Date 03/10/2020

QUALITY CONTROL

Loucks Project No.	05749A
Project Lead	MLS
Drawn By	NRS
Checked By	MLS
Field Crew	SKS

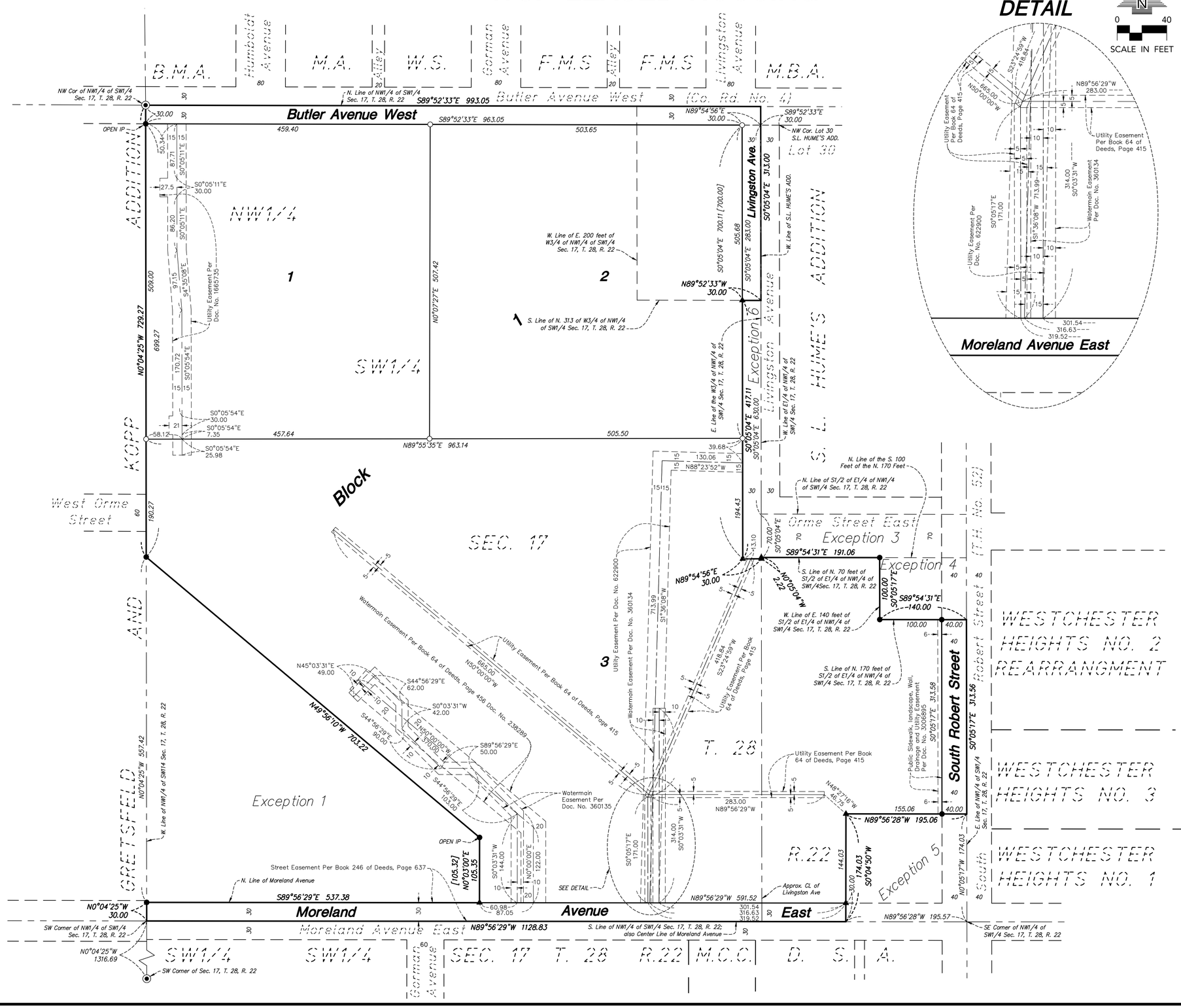
VICINITY MAP

PRELIMINARY PLAT OF WSP LEASED HOUSING

1 OF 1

Plotted: 03 / 10 / 2020 3:28 PM W:\2005\05749D\CADD DATA\SUBREV\SR05749D-PP.LAT

WSP LEASED HOUSING



- ○ DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET, MARKED "LS 48988"
- △ DENOTES "PK NAIL" SET
- ● DENOTES FOUND 1/2 INCH IRON MONUMENT, CAPPED "LS 48988", UNLESS OTHERWISE SHOWN
- ▲ DENOTES FOUND "PK NAIL"
- ◉ DENOTES FOUND ANOKA COUNTY CAST IRON MONUMENT

B.M.A.	DENOTES B. MICHEL'S ADDITION
M.A.W.S.	DENOTES MICHEL AND WICHERTS SUBDIVISION
F.M.S.	DENOTES FRED MICHEL SUBDIVISION
M.B.A.	DENOTES MICHEL B. ADDITION
D.S.A	DENOTES DUCAS STREET ADDITON
M.C.C.	DENOTES MORELAND COMMERCIAL CENTER
[ ]	DENOTES PER DESCRIPTION

WSP LEASED HOUSING

KNOW ALL PERSONS BY THESE PRESENTS: That West St. Paul Leased Housing Associates I, LLLP and West St. Paul Leased Housing Associates II, LLLP, fee owners of the following described property situated in the County of Dakota, State of Minnesota, to wit:

All that part of the Northwest Quarter of the Southwest Quarter of Section 17, Township 28 North, Range 22 West, Dakota County, Minnesota, described as the West three-quarters of the said Northwest Quarter of the Southwest Quarter and the South Half of the East Quarter of the Northwest Quarter of the Southwest Quarter of said Section 17, excepting therefrom the following:

Exception 1. Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter a distance of 30 feet North of the Southwest corner thereof, said point being on the north line of Moreland Avenue; thence North 0 degrees 07 minutes 25 seconds West (assumed bearing) 557.42 feet along the west line of said Northwest Quarter of the Southwest Quarter; thence South 49 degrees 59 minutes 10 seconds East, 703.22 feet; thence on a bearing of South 105.32 feet to the north line of Moreland Avenue; thence Westerly along said north line of Moreland Avenue 537.38 feet to the beginning.

Exception 2. The North 313 feet of the East 200 feet of the West three-quarters of the Northwest Quarter of the Southwest Quarter of said Section 17.

Exception 3. The North 70 feet of the South Half of the East Quarter of the Northwest Quarter of the Southwest Quarter of said Section 17.

Exception 4. The South 100 feet of the North 170 feet of the East 140 feet of the South Half of the East Quarter of the Northwest Quarter of the Southwest Quarter of said Section 17.

Exception 5. Beginning at the Southeast corner of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 59 minutes 21 seconds West along the south line of said Quarter Quarter Section a distance of 195.57 feet; thence North 0 degrees 01 minute 57 seconds East, 174.03 feet; thence South 89 degrees 59 minutes 21 seconds East, 195.05 feet to the east line of said Northwest Quarter of the Southwest Quarter; thence South 0 degrees 08 minutes 21 seconds East, along said east line 174.03 feet to the beginning.

Exception 6. Beginning at a point 30 feet West of the Northwest corner of Lot 30, S.L. Hume's Addition, West St. Paul, Dakota County, Minnesota; thence South along a line which is the west line of said S. L. Hume's Addition, a distance of 630 feet; thence continuing South along this same line extended a distance of 70 feet; thence West 30 feet; thence North 700 feet; thence East 30 feet to the point of beginning, said described property being in the East one half of the Northwest one quarter of the Southwest one quarter of Section 17, Township 28, Range 22, Dakota County, Minnesota.

AND

The North 313 feet of the East 200 feet of the West three quarters of the Northwest Quarter of the Southwest Quarter of Section 17, Township 28, Range 22, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as WSP LEASED HOUSING, and does hereby dedicate to the public for public use the public way(s) as created by this plat.

In witness whereof said West St. Paul Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership, has caused these presents to be signed by its General Partner this _____ day of _____, 20_____.

West St. Paul Leased Housing Associates I, LLLP
By: West St. Paul Leased Housing Associates I, LLC, its General Partner

_____ _____
Signature Printed Name, Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Signer's Name, as Signer's Title of West St. Paul Leased Housing Associates I, LLC, a Minnesota limited liabiliy company, General Partner of West St. Paul Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership on behalf of the partnership.

_____ _____
Signature Printed Name, Notary
Notary Public, _____ County, _____
My Commission Expires _____

In witness whereof said West St. Paul Leased Housing Associates II, LLLP, a Minnesota limited liability limited partnership, has caused these presents to be signed by its General Partner this _____ day of _____, 20_____.

West St. Paul Leased Housing Associates II, LLLP
By: West St. Paul Leased Housing Associates II, LLC, its General Partner

_____ _____
Signature Printed Name, Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Signer's Name, as Signer's Title of West St. Paul Leased Housing Associates II, LLC, a Minnesota limited liabiliy company, General Partner of West St. Paul Leased Housing Associates II, LLLP, a Minnesota limited liability limited partnership on behalf of the partnership.

_____ _____
Signature Printed Name, Notary
Notary Public, _____ County, _____
My Commission Expires _____

SURVEYORS CERTIFICATION

I Max L. Stanislowski 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_____.

_____
Max L. Stanislowski, Licensed Land Surveyor,
Minnesota License No. 48988

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,, by Max L. Stanislowski.

_____ _____
Signature Printed Name, Notary
Notary Public, Hennepin County, Minnesota
My Commission Expires January 31, 2020

CITY PLANNING COMMISSION OF WEST ST. PAUL, MINNESOTA

Approved by the planning commission of the city of West St. Paul, Minnesota, this _____ day of _____, 20_____.

By: _____
Chair

CITY COUNCIL OF WEST ST. PAUL, MINNESOTA

This plat was approved by the City Council of the city 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: _____ By: _____
Mayor Clerk

DAKOTA COUNTY SURVEYOR, 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_____.

By: _____
Todd Tollefson, Dakota County Surveyor

DAKOTA COUNTY DEPARTMENT OF PROPERTY TAXATION AND RECORDS, 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 has been entered on this _____ day of _____, 20_____.

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

DAKOTA COUNTY RECORDER, MINNESOTA

I hereby certify that this plat of WSP LEASED HOUSING was filed in the Office of the County Recorder for public record this _____ day of _____, 20_____, at _____ o'clock _____.M. as Document No. _____.

By: _____
Amy A. Koethe, County Recorder

LOUCKS

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION APPROVING CONDITIONAL USE PERMITS TO ALLOW TWO STRUCTURES OVER 35 FEET IN HEIGHT AND TWO STRUCTURES WITH MORE THAN 16 DWELLING UNITS AT 1201 ROBERT ST S #50 AND 100 SIGNAL HILLS AVE (DOMINIUM)

WHEREAS, conditional use permit have been submitted to the City for properties proposed to be identified as:

PROPOSED: Lots 1 and 2, Block 1, WSP Leased Housing

WHEREAS, a public hearing concerning the conditional use permits was held before the West St. Paul Planning Commission on July 21, 2020; and

WHEREAS, the West St. Paul Planning Commission has recommended that the City Council of West St. Paul approve the conditional use permits.

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the conditional use permit for 1201 Robert St S #50 and 100 Signal Hill Ave., as requested by Dominium Development and Acquisitions, is hereby approved subject to the submitted plans and the following condition:

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

Adopted by the City Council of the City of West St. Paul, Minnesota, this 27th day of July, 2020.

Attest:

_____ _____

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

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION APPROVING A SITE PLAN FOR
THE CONSTRUCTUON OF TWO APARTMENT BUILDINGS
AT 1201 ROBERT ST S #50 AND 100 SIGNAL HILLS AVE (DOMINIUM)

WHEREAS, a site plan Application has been submitted to the City of West St. Paul for properties proposed to be identified as:

PROPOSED: Lots 1 and 2, Block 1, WSP Leased Housing

WHEREAS, a public hearing concerning the Site Plan was held before the West St. Paul Planning Commission on July 21, 2020; and

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

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the Site Plan for 1201 Robert St S #50 and 100 Signal Hills Ave, requested by Dominium Development and Acquisitions, is hereby approved subject to the submitted plans and the following conditions:

1. Council approval of the corresponding conditional use permit, rezoning 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. The applicant shall ensure that any/all screening complies with section 153.032 (E)4 of the zoning ordinance,
5. The applicant shall ensure that an irrigation plan is submitted upon application of a building permit,
6. The applicant shall ensure that all siding be factory painted rather than field painted,
7. All signage must comply with section 153 of the zoning ordinance,
8. The applicant shall consider the recommendations of the Environmental Committee per the attached memo dated July 15, 2020,
9. The applicant shall consider the recommendations outlined in the West St. Paul Engineering memo dated July 9, 2020,
10. The applicant shall adhere to/address all items outlined in the WSB Engineering memo dated July 14, 2020,

11. The applicant shall adhere to the items outlined in the Dakota County Plat Commission memo dated July 9, 2020,
12. The applicant shall adhere to the items outlined in the MNDot memo dated July 15, 2020,
13. The applicant shall connect all internal sidewalks to the existing sidewalks and surrounding streets, specifically Butler Avenue and Livingston Avenue as well as the Signal Hills Shopping Center,
14. The applicant shall incorporate designated pedestrian crosswalk areas within the site and work with City Staff to create an east-west pedestrian crossing across Livingston Avenue at the northeast corner of the site to connect to the adjacent businesses,
15. The applicant shall work with City Staff to provide a more clear description of the possible re-alignment of Livingston Avenue, additionally, if said re-alignment is formalized, the Planning Commission requests that the City Council allow the Commission an additional review of the site plan,
16. The applicant shall maintain all mature trees as well as install a maintenance free privacy fence along the western property line area to ensure as much privacy and screening as possible,
17. The applicant shall add traffic control signage (stop or yield sign) to the four-way intersection just south of the Butler Avenue access,
18. The applicant shall partner with Metro Transit to explore options for improved public transit options surrounding the site, such as an improved shelter and/or trash/recycling receptacles,
19. The applicant shall install a new fence along the northern property line along Butler Avenue,
20. The applicant shall work with City Staff to explore the option of reducing parking, particularly for the family (west) building, to offer additional landscaping and/or amenities, while still offering proof-of-parking if needed in the future,
21. Recommend that the applicant close the western access to Butler Avenue at the northwest corner of the site,
22. The applicant shall incorporate outdoor bike racks on site, and
23. The applicant shall work with City Staff to ensure the property and associated landscaping along the western side is maintained.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 27th day of July 2020.

Attest:

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

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR 1201 ROBERT STREET SOUTH AND 100 SIGNAL HILLS AVENUE (DOMINIUM)

WHEREAS, preliminary and final plat applications have been submitted to the City for properties currently identified as:

CURRENT:

Parcel 1: All that part of the Northwest Quarter of the Southwest Quarter of Section 17, Township 28 North, Range 22 West, Dakota County, Minnesota, described as the West three-quarters of the said Northwest Quarter of the Southwest Quarter and the South Half of the East Quarter of the Northwest Quarter of the Southwest Quarter of said Section 17, excepting therefrom the following:

Exception 1. Beginning at a point on the West line of said Northwest Quarter of the Southwest Quarter a distance of 30 feet North of the Southwest corner thereof, said point being on the North line of Moreland Avenue; thence North 0 degrees 07 minutes 25 seconds West (assumed bearing) 557.42 feet along the West line of said Northwest Quarter of the Southwest Quarter; thence South 49 degrees 59 minutes 10 seconds East, 703.22 feet; thence on a bearing of South 105.32 feet to the North line of Moreland Avenue; thence Westerly along said North line of Moreland Avenue 537.38 feet to the beginning; subject to a 22 foot easement along a traveled road in place running from Moreland Avenue Northerly through the afore described property.

Exception 2. The North 313.0 feet of the East 200 feet of the West three-quarters of the Northwest Quarter of the Southwest Quarter of said Section 17, subject to an easement over the South 22 feet of the North 105.0 feet thereof.

Exception 3. The North 70 feet of the South Half of the East Quarter of the Northwest Quarter of the Southwest Quarter of said Section 17.

Exception 4. The South 100.0 feet of the North 170.0 feet of the East 140.0 feet of the South Half of the East Quarter of the Northwest Quarter of the Southwest Quarter of said Section 17.

Exception 5. Beginning at the Southeast corner of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 59 minutes 21 seconds West along the South line of said Quarter Quarter Section a distance of 195.57 feet; thence North 0 degrees 01 minutes 57 seconds East, 174.03 feet; thence South 89 degrees 59 minutes 21 seconds East, 195.05 feet to the East line of said Northwest Quarter of the Southwest Quarter; thence South 0 degrees 08 minutes 21 seconds East, along said East line 174.03 feet to the beginning, subject to South Robert Street and Moreland Avenue.

Exception 6. Beginning at a point 30 feet West of the Northwest corner of Lot 30, S.L. Hume's Addition, West St. Paul, Dakota County, Minnesota; thence South along a line which is the West line of said S. L. Hume's Addition, a distance of 630 feet; thence continuing South along this same line extended a distance of 70 feet; thence West 30 feet; thence North 700 feet; thence East 30 feet to the point of beginning, said described property being in the East one half of the Northwest one quarter of the Southwest one quarter of Section 17, Township 28, Range 22, Dakota County, Minnesota.
Abstract Property

Parcel 1A: Easement for vehicular and pedestrian ingress and egress purposes over the South 22 feet of the North 105.0 feet of the East 200 feet of the West three-quarters of the Northwest Quarter of the Southwest Quarter of Section 17, Township 28 North, Range 22 West, for the benefit of Parcel 1, originally created in Quit Claim Deed dated July 27, 1981, filed August 7, 1981, as Document No. 576273, and in Warranty Deed dated December 10, 1973, filed October 14, 1983, as Document No. 637043, and also established in Order dated January 2, 2019, filed March 6, 2019, as Document No. 3295497.

Parcel 1B: 22 foot road easement, for the benefit of Parcel 1, created in Quit Claim Deed dated July 27, 1981, filed August 7, 1981, as Document No. 586274, and in Warranty Deed dated December 10, 1973, filed October 14, 1983, as Document No. 637043, and included in Warranty Deed dated December 30, 2011, filed June 4, 2012, as Document No. 2872001, and in Warranty Deed dated July 29, 2016, filed August 17, 2016, as Document No. 3144665.

Parcel 2: The North 313.0 feet of the East 200.0 feet of the West three quarters of the Northwest Quarter of the Southwest Quarter of Section 17, Township 28, Range 22, Dakota County, Minnesota.
Abstract Property

WHEREAS, a public hearing concerning the preliminary and final plat was held before the West St. Paul Planning Commission on July 21, 2020; and

WHEREAS, the West St. Paul Planning Commission has recommended that the City Council of West St. Paul approve the preliminary and final plat.

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the preliminary and final plat for 1201 Robert Street South and 100 Signal Hills Avenue, requested by Dominium Development and Acquisitions, is hereby approved subject to the following conditions:

1. Council approval of the corresponding conditional use permit, site plan, and rezoning applications,
2. The applicant shall revise the final plat per the recommendations outlined in the attached memos from the West St. Paul Engineering, Dakota County Plat Commission and MNDot,
3. The applicant shall work with City Staff to address the following items on the plat:
    a) Update title of final plat to include "final plat"
    b) Update exception 1 as an outlot

c) Add exceptions 4 and 5 into lot 3. Buildings cannot straddle lot lines so these need to be incorporated into Lot 3.
d) Remove exception 3. This is a City road, already dedicated and a portion of Orme is owned by the City in fee title.
e) Parcels 1A and 1B (preliminary plat) has been deeded to K-Mart lot. If it is included in the sale of the two properties, Parcel 1A is extinguished but Parcel 1B needs to be shown on the final plat as an easement
f) Shared access doc # 1664083 (preliminary plat), if this access is being retained/kept it needs to be included in the final plat

4. 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

5. 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 27th day of July, 2020.

Attest:

_____ _____

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

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-

AN ORDINANCE REZONING 1201 ROBERT STREET SOUTH AND 50 SIGNAL HILLS AVENUE FROM B4 – SHOPPING CENTER, TO PMD – PLANNED MIXED-USE DEVELOPMENT WITH B4 – SHOPPING CENTER AND R4 – MULTIFAMILY RESIDENTIAL UNDERLYING ZONING

The City Council of West St. Paul does ordain:

SECTION 1. AMENDMENT. The Zoning Map of the City of West St. Paul is hereby amended by rezoning 1201 Robert St. S. from B4 – Shopping Center to PMD – Planned Mixed-Use Development, with B4 – Shopping Center and R4 – Multi-Family Residential under lying zoning for the properties currently identified as:

CURRENT:

Parcel 1: All that part of the Northwest Quarter of the Southwest Quarter of Section 17, Township 28 North, Range 22 West, Dakota County, Minnesota, described as the West three-quarters of the said Northwest Quarter of the Southwest Quarter and the South Half of the East Quarter of the Northwest Quarter of the Southwest Quarter of said Section 17, excepting therefrom the following:

Exception 1. Beginning at a point on the West line of said Northwest Quarter of the Southwest Quarter a distance of 30 feet North of the Southwest corner thereof, said point being on the North line of Moreland Avenue; thence North 0 degrees 07 minutes 25 seconds West (assumed bearing) 557.42 feet along the West line of said Northwest Quarter of the Southwest Quarter; thence South 49 degrees 59 minutes 10 seconds East, 703.22 feet; thence on a bearing of South 105.32 feet to the North line of Moreland Avenue; thence Westerly along said North line of Moreland Avenue 537.38 feet to the beginning; subject to a 22 foot easement along a traveled road in place running from Moreland Avenue Northerly through the afore described property.

Exception 2. The North 313.0 feet of the East 200 feet of the West three-quarters of the Northwest Quarter of the Southwest Quarter of said Section 17, subject to an easement over the South 22 feet of the North 105.0 feet thereof.

Exception 3. The North 70 feet of the South Half of the East Quarter of the Northwest Quarter of the Southwest Quarter of said Section 17.

Exception 4. The South 100.0 feet of the North 170.0 feet of the East 140.0 feet of the South Half of the East Quarter of the Northwest Quarter of the Southwest Quarter of said Section 17.

Exception 5. Beginning at the Southeast corner of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 59 minutes 21 seconds West along the South line of said Quarter

Quarter Section a distance of 195.57 feet; thence North 0 degrees 01 minutes 57 seconds East, 174.03 feet; thence South 89 degrees 59 minutes 21 seconds East, 195.05 feet to the East line of said Northwest Quarter of the Southwest Quarter; thence South 0 degrees 08 minutes 21 seconds East, along said East line 174.03 feet to the beginning, subject to South Robert Street and Moreland Avenue.

Exception 6. Beginning at a point 30 feet West of the Northwest corner of Lot 30, S.L. Hume's Addition, West St. Paul, Dakota County, Minnesota; thence South along a line which is the West line of said S. L. Hume's Addition, a distance of 630 feet; thence continuing South along this same line extended a distance of 70 feet; thence West 30 feet; thence North 700 feet; thence East 30 feet to the point of beginning, said described property being in the East one half of the Northwest one quarter of the Southwest one quarter of Section 17, Township 28, Range 22, Dakota County, Minnesota.
Abstract Property

Parcel 1A: Easement for vehicular and pedestrian ingress and egress purposes over the South 22 feet of the North 105.0 feet of the East 200 feet of the West three-quarters of the Northwest Quarter of the Southwest Quarter of Section 17, Township 28 North, Range 22 West, for the benefit of Parcel 1, originally created in Quit Claim Deed dated July 27, 1981, filed August 7, 1981, as Document No. 576273, and in Warranty Deed dated December 10, 1973, filed October 14, 1983, as Document No. 637043, and also established in Order dated January 2, 2019, filed March 6, 2019, as Document No. 3295497.

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Parcel 2: The North 313.0 feet of the East 200.0 feet of the West three quarters of the Northwest Quarter of the Southwest Quarter of Section 17, Township 28, Range 22, Dakota County, Minnesota.
Abstract Property

SECTION 2. 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 ___ day of _____ 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: **Brian Sturgeon, Chief of Police**

Date: **July 27, 2020**

Final Reading and Public Hearing – Amending Tobacco Ordinance

BACKGROUND INFORMATION:

This past legislative session, the Minnesota legislature passed a bill that was signed into law to increase the minimum age of individuals to purchase tobacco and tobacco related products from 18 to 21 years of age. Attached is the proposed ordinance with changes that would match and follow state law. Changes include:

- Changing the wording regarding state law from age 18 to 21.
- Increasing the minimum age from 15 to 17 for individuals working with law enforcement to conduct required compliance checks.
- Additional wording changes that is present in state statute and federal guidelines regarding definitions of electronic delivery devices, licensed products, tobacco related devices, etc.
- Increasing minimum civil penalties to align with state statute which includes:
    - First violation increases administrative penalty from $75.00 to $300.00.
    - Increases second violation in 36 months from $200.00 to $600.00.
    - Increases third or any subsequent violation within 36 months an administrative pentalty from $250.00 to $1,000.00 and a license suspension of not less than seven days and the license may be revoked.

The first reading of these ordinance changes took place on July 13, 2020 and was passed by Council unanimously. Publication of this Public Hearing, pursuant to applicable rules and regulations, took place on July 19, 2020.

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Hold the required Public Hearing and discuss the recommended changes prior to a vote on the passage of the attached ordinance. Staff is available to answer any questions.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-008

AN ORDINANCE AMENDING SECTION 113 OF THE WEST ST. PAUL CITY CODE PROHIBITING SALES OF TOBACCO TO ANYONE UNDER THE AGE OF 21

The City of West Saint Paul does ordain:

SECTION 1. AMENDMENT. West St. Paul City Code Section 113 is hereby amended as follows:

113.01 PURPOSE.

Because the city recognizes that many persons under the age of 21 years may purchase or otherwise obtain, possess and use tobacco, tobacco products, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products; and the sale of these products to persons under 21 ~~minors under 18~~ years of age are violations of both state and federal laws; and because smoking has been shown to be the cause of several severe health problems which subsequently place a financial burden on all levels of government, this chapter is intended to regulate the sale, possession and use of tobacco, tobacco products, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws, to protect persons under 21 ~~minors~~ against the serious effects associated with the illegal use of tobacco, tobacco products, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products, and to further the official public policy of the state to prevent young people from starting to smoke as stated in Minn. Stat. § 144.391, as it may be amended from time to time.

113.02 DEFINITIONS.

COMPLIANCE CHECKS. The system the Police Department uses to investigate and ensure that those authorized to sell licensed products are following and complying with the requirements of this chapter and state law. ***COMPLIANCE CHECKS*** shall involve the use of persons at least 17 years old, but less than 21 ~~under the age of 21~~ as authorized by state law who may attempt to purchase licensed products for educational, research and training purposes. The age requirements for persons participating in compliance checks under this section shall not affect the age requirements in federal law for persons participating in federally required compliance checks.

ELECTRONIC DELIVERY DEVICE. Any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices include, but is not limited to, devices manufactures, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or

sold separately.~~Any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption through the inhalation of aerosol or vapor from the product, as defined by Minn. Stat. §609.685 subd. 1(c), or as it may be amended.~~

LICENSED PRODUCTS. The term that collectively refers to any tobacco, tobacco product, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product.

LOOSIES. The common term used to refer to a single or individually packaged cigarette or any other tobacco product that has been removed from its packaging and sold individually. The term loosies does not include individual cigars with a retail price, before any sales tax, of more than $2.00 per cigar.

~~***NICOTINE OR LOBELIA DELIVERY PRODUCT.*** Any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such a product, that is not tobacco or an electronic delivery device as defined in this section. ***NICOTINE OR LOBELIA DELIVERY PRODUCT*** does not include any product that has been approved or otherwise certified for legal sale by the United States Food and Drug Administration for tobacco use cessation or for other medical purposes, and is being marketed and sold solely for that approved purpose.~~

RETAIL ESTABLISHMENT. Any place of business that is a permanent building or structure where licensed products are available for sale to the public. ***RETAIL ESTABLISHMENTS*** include~~s~~, but is not limited to, grocery stores, bars, drug stores, convenience stores, gasoline service stations, and restaurants.

SELF-SERVICE DISPLAY. Open displays of licensed products in any manner where a person has access to the licensed products without the assistance or intervention of the licensee or the licensee's employees. ***SELF-SERVICE DISPLAY*** does not include vending machines.

TOBACCO-RELATED DEVICE. Any tobacco product as well as a pipe, rolling papers or other device intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or other consumption, whether by inhalation aerosol or vapor, ingestion, or any other method of consumption, of tobacco or tobacco products~~with tobacco products~~. ***TOBACCO-RELATED DEVICE*** includes components of tobacco-related devices which may be marketed or sold separately.

VENDING MACHINE. Any mechanical, electric, electronic, or other type of device that upon the insertion of money, tokens, or other form of payment dispenses licensed products.

113.03 LICENSE REQUIRED.

(A) *General rule.* No person shall sell or offer to sell any licensed product without first obtaining a license from the city pursuant to Chapter 110. Each retail establishment location shall require a separate license.

(B) *Applications.* In addition to the application information requirements of § 110.03, the applicant shall submit a copy of the educational materials the applicant uses to educate employees

as part of its instructional program.

(C) *License fee.* The applicant shall submit the license fee pursuant to Chapter 110. The license fee shall be used to process applications and by the Police Department for education, training and enforcement of this chapter.

(D) *Investigations.*

(1) For all new and renewal applicants, a background investigation will be conducted on the applicant listed on the application, pursuant to § 110.03(C)(5). If more than one background investigation is required, the applicant shall pay a background investigation fee for each background investigation conducted. For applicants who have an existing tobacco license and want to add an additional location at any time other than annual renewal, a background investigation will be required.

(2) For applicants who are applying for a license for more than one location, only one background investigation and background investigation fee shall be required.

(E) *License term.* The license term begins on January 1 and terminates on December 31.

(F) *Changes in ownership.* A license is non-transferable. If there is a change in the ownership of the retail establishment, a new license is required and the applicant shall be required to submit to a background investigation as a new applicant.

(G) *Instructional program.* No person shall be issued a license or renewal license to sell licensed products unless an applicant or licensee has a program for instructing all employees regarding the legal requirements pertaining to the sale of licensed products at the retail establishment for which the license was issued. The instructional program shall include, but is not limited to, reviewing the law on the sale of licensed products, requiring employees to request identification from every customer who is under ~~27~~ 30 years of age, providing information that the sale of licensed products to anyone under 21 is illegal, explaining what kind of proof of age is legally acceptable, and that a sale to a person below the legal sales age can subject the applicant or licensee and its employees to criminal and/or civil liability.

(H) *Age verification device and digital security video.* All license holders shall be required to install or possess age verification devices and digital security video at the licensed location. The Police Department shall confirm that the devices have been installed prior to approval of the license.

(I) *Sampling.* Sampling of licensed products shall not be permitted within the indoor area of any retail establishment.

(J) *Moveable place of business.* No license shall be issued to a movable place of business. Only fixed retail establishment locations shall be eligible to be licensed under this section.

(K) All tobacco, tobacco products, tobacco-related devices or electronic~~nicotine~~ delivery devices shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public.

(L) *Signage*. Notice of the legal sales age and age verification requirement must be posted at each location where licensed products are offered for sale. The required signage, which will be provided to the licensee by the city, must be posted in a manner that is clearly visible to anyone who is or is considering making a purchase.

113.04 RESPONSIBILITY FOR ACTS OF EMPLOYEES.

All licensees shall be responsible for the actions of their employees in regard to the sale of licensed products on the licensed retail establishment premises, and the sale of any such item by an employee shall be considered a sale by the licensee for the purposes of this chapter.

113.05 PROHIBITED ACTS.

(A) It shall be unlawful for any person to sell, offer for sale, or allow the sale of licensed products:

(1) By the means of a vending machine;

(2) By means of loosies as defined in § 113.02;

(3) Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process;

(4) By any other means, to any other person, in any other manner or form prohibited by federal, state or local law, ordinance, or other regulation;

(5) From a movable place of business, such as, but not limited to, any motorized vehicle, a kiosk, a trailer, a transportable shelter or table or any other movable structure;

(6) By means of any self-service displays whereby the customer may have access to those items without having to request the item from the licensee or licensee's employee and whereby there is not a physical exchange of the licensed product between the licensee or licensee's employee and the customer.

(B) Sale or Distribution to Person Under 21 Years Old Prohibited.

(1) No person shall sell or distribute licensed products to any person under 21 years old.

(2) Any person found to have sold or distributed any licensed products to a family member who is under 21 years old shall be deemed to be in violation of subsection B (1) of this section.

(3) It shall be unlawful for any person under the age of 21 years old to represent that he or she has attained the age of 21 years old for the purpose of purchasing, asking for in any way, or receiving licensed products, except in cases authorized by law, including as authorized by the Department or law enforcement.

(4) It shall be unlawful for any person to give, lend, sell or otherwise provide any person under the age of 21 years old any falsified identification or identification of another person for the purpose of establishing the age of the individual as being 21 years old or older.

(5) Any person selling or distributing licensed products shall require proof of age from the prospective purchaser showing~~or~~ recipient is 21 years old or older.

(6) Notice of the legal sales age and the age verification requirement shall be posted at each location where licensed products are offered for sale. The required signage, which will be provided to the licensee by the City, shall be posted in a manner so that it is clearly visible to anyone who is considering or making a purchase.

113.06 COMPLIANCE CHECKS AND INSPECTIONS.

(A) All licensed retail establishments shall be open to inspection by the Police Department or other delegated law enforcement officers or agencies during regular business hours.

(B) From time to time, but at least once per year, a law enforcement officer shall conduct unannounced compliance checks to ensure compliance with the provisions of this chapter.

(C) Compliance checks shall utilize persons ~~over the age of 15~~17 years old but less than 21 years old to enter the retail establishments to attempt to purchase licensed products. Prior written parental or guardian consent is required for any ~~minor~~ person under the age of 18 who participates in a compliance check.

(D) Persons used for the purpose of compliance checks shall be supervised by designated law enforcement officers.

(E) Nothing in this chapter shall prohibit other compliance checks authorized by state or federal laws for educational, research or training purposes, or required for the enforcement of a particular state or federal law.

113.07 OTHER PROHIBITED ACTS.

Unless otherwise provided, the following acts shall be a violation of this chapter.

(A) *Legal age.* It shall be unlawful for any person to sell or otherwise provide any licensed

product to any person under the age of 21.

(B) *Illegal purchase on behalf of persons under 21.* It shall be unlawful for any person to purchase for, or otherwise obtain licensed products on behalf of a person under the age of 21. It shall further be a violation for any person to coerce or attempt to coerce a person under the age of 21 to illegally purchase or otherwise obtain or use any licensed product.

(C) *Use of false identification.* It shall be unlawful for any person under the age of 21 to attempt to disguise the person's true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with, to represent an age older than the actual age of the person.

(D) No ~~minor~~ person under 18 may furnish, sell or attempt to sell licensed products on behalf of a licensee~~ unless written consent has been obtained from the minor's parents. Such written consent must include a statement of the potential penalties that can be imposed under this Section~~.

113.08 LICENSE DENIAL, SUSPENSION OR REVOCATION.

(A) Grounds for denial, suspension or revocation. The City Council may deny, revoke or suspend a license for violating a provision of this chapter or for any of the reasons enumerated in § 110.12(A). In addition, the City Council shall impose a civil penalty for each violation.

(B) Minimum penalties. The following are deemed appropriate minimum penalties for a licensee's failure to comply with an applicable statute, rule or ordinance relating to the license; however, the level and order of the penalties will be at the sole discretion of the City Council, based upon the nature of the infraction. When appropriate, the City Council may impose penalties exceeding those stated below or impose other conditions deemed appropriate:

Violation	***Licensee***	***Employee***
First violation	$75 fine and attend training by Police Department	$50 fine
Second violation within 24 months	$200 fine, plus 3-day suspension	$50 fine
Third violation within 24 months	$750 fine, plus 7-day suspension	$50 fine
Four or more violations within 24 months	$1,500 fine + revocation	$50 fine

(C) Notice. Notice must be provided pursuant to § 110.12(D)(1).

(D) Hearing. A hearing will be conducted pursuant to § 110.12(D). It is not necessary that criminal charges be brought in order to support a determination of a license violation nor does the dismissal or acquittal of such a criminal charge operate as a bar to adverse license actions under this chapter.

(E) Final decision. Following the hearing, the Council may deny, revoke, suspend or not renew the license for the retail establishments or may grant or continue the license upon such terms and conditions as it deems reasonable and necessary to accomplish the purposes of this chapter. The decision by the City Council following a hearing is final.

(F) Non-exclusive remedy. Enforcement actions provided in this chapter are not exclusive, and the Council may take any action with respect to a licensee, employee or the retail establishments as is authorized by the city code, state or federal law.

(G) Re-application. Upon revocation of a license, the owner must re-apply for a new license and comply with all the provisions of § 113.03.

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 amendment is in accordance with 2020 Minnesota State Statute changes, as well as the Federal Food, Drug and Cosmetic Act, raising the minimum age of the sale of any tobacco product, including cigarettes, cigars, and e-cigarette products from 18 to 21 years.

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 _____day of _____, 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: **Kori Land, City Attorney**

Date: **July 27, 2020**

Ordinance Approving the Sale of Property to Hy-Vee, Inc. for Redevelopment Purposes and Approving the Lot Split for PID: 42-11560-01-020

BACKGROUND INFORMATION:

The City is the fee owner of the Autozone property, which is located in an area that is suited for economic development. The City has entered into a Property Exchange Agreement with Hy-Vee, Inc. for part of the Autozone property (the "Property"). In order to advance the future economic development of the Property in furtherance of the City's Comprehensive Plan and economic goals, the Property must be conveyed to Hy-Vee, Inc. Pursuant to West St. Paul City Charter § 12.05, the City Council may dispose of real property within the City by Ordinance. On July 13, 2020, the City Council approved the Ordinance for its First Reading. Staff recommends holding the Public Hearing and approving the lot split and conveying the Property to Hy-Vee, Inc. for redevelopment purposes.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Hold Public Hearing and approve the Ordinance for its Second Reading.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-009

AN ORDINANCE APPROVING THE SALE OF PROPERTY LOCATED WITHIN THE CITY OF WEST ST. PAUL, MINNESOTA TO HY-VEE, INC. AND APPROVING LOT SPLIT FOR PID: 42-11560-01-020

WHEREAS, for redevelopment purposes, the City desires to sell real property to Hy-Vee, Inc., an Iowa corporation ("Hy-Vee"), situated in Dakota County, Minnesota, legally described as follows:

> That part of Lot 2, Block 1, ANDLER AND OLSON'S ADDITION, according to the recorded plat thereof, Dakota County, Minnesota lying northerly of the following described line:
>
> Commencing at the southwesterly corner of said Lot 1, thence North 00 degrees 22 minutes 08 seconds West on an assumed bearing along the west line of said Lot 1, a distance of 64.00 feet to the point of beginning of the line to be described; thence South 89 degrees 54 minutes 05 seconds East, a distance of 114.46 feet; thence South 89 degrees 54 minutes 10 seconds East, a distance of 67.89 feet; thence easterly 17.68 feet along a tangential curve, concave to the south, having a central angle of 03 degrees 07 minutes 04 seconds, a radius of 325.00 feet to the east line of said Lot 1 and there terminating,

("Property"); and

WHEREAS, the Property is part of the real property located in Dakota County, Minnesota, legally described as follows:

> Lot 2, Block 1, Andler and Olson's Addition to West St. Paul, County of Dakota, State of Minnesota
>
> *Abstract Property*
> PID: 42-11560-01-020;

and

WHEREAS, on July 27, 2020, the City held a public hearing on the sale of the Property and the City considered all of the information presented at the public hearing; and

WHEREAS, pursuant to West St. Paul City Charter § 12.05, the City Council may dispose of real property within the City by Ordinance.

The City of West St. Paul does ordain:

SECTION 1. CONVEYANCE. The Property shall be conveyed to Hy-Vee and the City and its representatives are authorized to execute all documents necessary to effectuate such conveyance.

SECTION 2. LOT SPLIT. The City hereby approves the lot split of PID: 42-11560-01-020. City Staff is authorized to execute, record or take any other actions necessary to implement the lot split.

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 ordinance allows the City to split PID: 42-11560-01-020 and convey a portion to Hy-Vee, Inc. for redevelopment purposes.

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 27th day of July 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: **Kori Land, City Attorney**

Date: **July 27, 2020**

Ordinance Approving the Sale of Property to the County of Dakota for the River to River Project

BACKGROUND INFORMATION:

The City is the fee owner of property located east of Robert Street South and Crawford Drive (the "Property"). Per the Joint Powers Agreement with the County of Dakota, the Property is to be included in the River to River Project. Pursuant to West St. Paul City Charter § 12.05, the City Council may dispose of real property within the City by Ordinance. On July 13, 2020, the City Council approved the Ordinance for its First Reading. Staff recommends holding the Public Hearing and approving the conveyance of the Property to the County of Dakota for the River to River Project.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Hold Public Hearing and approve the Ordinance for its Second Reading.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-010

AN ORDINANCE APPROVING THE SALE OF PROPERTY LOCATED WITHIN THE CITY OF WEST ST. PAUL, MINNESOTA TO THE COUNTY OF DAKOTA

WHEREAS, the City desires to sell real property to the County of Dakota ("County"), situated in Dakota County, Minnesota, legally described as follows:

> Outlot B, Andler and Olsons 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota,

("Property"); and

WHEREAS, the Property will be included in the River to River Project; and

WHEREAS, on July 27, 2020, the City held a Public Hearing on the sale of the Property and the City considered all of the information presented at the Public Hearing; and

WHEREAS, pursuant to West St. Paul City Charter § 12.05, the City Council may dispose of real property within the City by Ordinance.

The City of West St. Paul does ordain:

SECTION 1. CONVEYANCE. The Property shall be conveyed to the County and the City and its representatives are authorized to execute all documents necessary to effectuate such conveyance.

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 allows the City to convey property east of Robert Street South and Crawford Drive to the County of Dakota for the River to River Project.

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 27th day of July 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: **Shirley Buecksler, City Clerk**

Date: **July 27, 2020**

Final Reading of Charter Amendment; Council Stipends

BACKGROUND INFORMATION:

At their July 13, 2020 meeting, the City Council held the first reading of a proposed Charter and City Code ordinance amendment to increase the Mayor and Council salaries as recommended by the Charter Commission. Recommended is 2.75% percent increases in each of the Mayoral and Council Stipends in each of 2021 and 2022.

The Charter Commission recommended the increase in stipend in that the last adopted change occurred in 2018 for a 2019 and 2020 adjustment. Further, that 2.75% closely followed increases in City labor contracts over the past two years. Further, resulting stipends would compare reasonably to a survey of sixteen similarly sized metro area communities. The resulting Mayoral stipend would reside at 4% below the mean stipend in these neighboring communities while Council salaries would be 2% above the mean (assuming there were no upward adjustments in other communities over the next two years).

For consideration, Council will have to hold a Public Hearing that is noticed between 2 weeks and 30 days prior to the Public Hearing. The entire text of the Charter amendment (not the City Code amendment) must be included in the publication. Then, in order to pass, it requires unanimous vote of the entire Council, including the Mayor. Unlike other amendments, it does not become effective until 90 days after publication. Moreover, in any case, any change in Council stipends would not take effect until the next Council is seated.

The Public Hearing notice was published in the July 12, 2020 edition of the St. Paul Pioneer Press.

FISCAL IMPACT:

$1,493 in 2021 and $1,543 in 2022.

STAFF RECOMMENDATION:

Consider the recommendation of the Charter Commission and any input during the Public Hearing followed by consideration of the enclosed Ordinance No. 20-011 Amending West St. Paul City Charter Section 2.07 Subd. 1 and City Code Section 30.04 Regarding Mayor and Council Salaries.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-011

AN ORDINANCE AMENDING WEST ST. PAUL CITY CHARTER SECTION 2.07 SUBD. 1 AND CITY CODE SECTION 30.04 REGARDING MAYOR AND COUNCIL SALARIES

The City Council of West St. Paul does ordain:

SECTION 1. AMENDMENT. West St. Paul City Charter Section 2.07 subd. 1 is hereby amended as follows:

Section 2.07 Salaries. Subd. 1. For the faithful discharge of the duties of their respective offices, the elected official shall receive the following salaries: The Mayor ~~$9,356 per year~~ $9,613 for year 2021 and $9,878 for year 2022; each Councilperson ~~$7,508 per year~~ $7,714 for year 2021 and $7,927 for year 2022. The City Manager and all other officers and employees of the City shall receive such salaries or wages as may be fixed by the Council.

SECTION 2. AMENDMENT. West St. Paul City Code Section 30.04 is hereby amended as follows:

30.04 SALARIES.

(A) The Mayor's salary is ~~$9,356 per year~~ $9,613 for year 2021 and $9,878 for year 2022.

(B) A Council member's salary is ~~$7,508 per year~~ $7,714 for year 2021 and $7,927 for year 2022.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect 90 days after its passage and publication according to law.

Passed by the City Council of the City of West St. Paul, Minnesota, this 27th day of July 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: **Jim Hartshorn, Community/Economic Development Director**

Date: **July 27, 2020**

Oppidan I (KTJ 339, LLC) – Assignment to Trilogy

BACKGROUND INFORMATION:

The Council and the EDA entered into a Development Agreement with Oppidan (KTJ 339, LLC) for redevelopment of a portion of the golf course property for multifamily market rate housing. Oppidan intends to assign its interest in the project to Trilogy (TF West St. Paul, LLC). In order to move forward, the City Council will need to terminate the current Development Agreement, approve a new Development Agreement and approve the assignment and assumption of the Tax Abatement Agreement.

See EDA Memo and articles for information on Trilogy Real Estate Group.

FISCAL IMPACT:

		Amount
Fund:		**N/A**
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the attached City Council Resolution which accomplishes the following:

- Terminates the Development Agreement,
- Approves the new Development Agreement and
- Approves the Assignment and Assumption of the Tax Abatement Agreement.

ATTACHMENTS:

1. City Council Resolution
2. Development Agreement
3. Assumption and Assignment of Tax Abatement Agreement

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 20-

RESOLUTION TERMINATING AND CANCELLING THE CONTRACT FOR PRIVATE REDEVELOPMENT WITH KTJ 339, LLC, APPROVING THE CONTRACT FOR PRIVATE REDEVELOPMENT WITH TF WSP, LLC AND THE ASSIGNMENT AND ASSUMPTION OF THE TAX ABATEMENT AGREEMENT

WHEREAS, the City of West St. Paul ("City") entered into a Contract for Private Redevelopment ("Original Development Agreement") with the West St. Paul Economic Development Authority ("EDA") and KTJ 339, LLC ("Original Developer") on July 19, 2019 for the following real property:

Legal Description for land to be platted as Lot 1, Block 1, WEST SAINT PAUL APARTMENTS

Those parts of the North Half of the Southwest Quarter of the Northeast Quarter of Section 20 and the North Half of the Southeast Quarter of the Northwest Quarter of Section 20, all in Township 28, Range 22, according to the Government Survey thereof, Dakota County, Minnesota, described as follows:
Beginning at the southeast corner of said North Half of the Southeast Quarter of the Northwest Quarter of Section 20; thence North 89 degrees 54 minutes 06 seconds West, assumed bearing along the south line of said North Half of the Southeast Quarter of the Northwest Quarter of Section 20, a distance of 199.30 feet; thence North 00 degrees 17 minutes 47 seconds West 170.00 feet; thence South 89 degrees 54 minutes 06 seconds East 199.30 feet to the east line of said North Half of the Southeast Quarter of the Northwest Quarter of Section 20; thence North 00 degrees 17 minutes 47 seconds West, along said east line, 285.92 feet to a point 198.41 feet south of, as measured perpendicular to, the north line of said North Half of the Southwest Quarter of the Northeast Quarter of Section 20; thence South 89 degrees 50 minutes 43 seconds East, parallel with said north line, 170.25 feet; thence North 89 degrees 45 minutes 22 seconds East 130.00 feet; thence North 00 degrees 14 minutes 38 seconds West 130.00 feet to a point 50.00 feet south of, as measured perpendicular to, the centerline of Thompson Avenue as shown on the recorded plats of Arhesta 1st Addition and Kassan's Schletty Addition, Dakota County, Minnesota; thence North 89 degrees 45 minutes 23 seconds East, parallel with said centerline of Thompson Avenue, 131.88 feet; thence South 00 degrees 01 minutes 50 seconds East 487.65 feet; thence North 89 degrees 51 minutes 22 seconds West 129.99 feet; thence South 00 degrees 17 minutes 47 seconds East 100.00 feet to the south line of said North Half of the Southwest Quarter of the Northeast Quarter of Section 20; thence North 89 degrees 51 minutes 22 seconds West, along said south line, a distance of 300.01 feet to the point of beginning.

PID: 42-02000-39-012
PID: 42-02000-09-010
Portion of PID: 42-02000-08-014

("Property"); and

WHEREAS, the Original Developer desires to assign the Original Development Agreement; and

WHEREAS, such assignment will create a title defect; and

WHEREAS, the Original Developer, City and EDA mutually desire to terminate and cancel the Original Development Agreement; and

WHEREAS, TF WSP, LLC ("New Developer") desires to purchase the Property for the purpose of development of a residential apartment building and enter into a new Contract for Private Redevelopment ("New Development Agreement") with the City and EDA; and

WHEREAS, the City mutually desires to enter into a New Development Agreement with the EDA and New Developer for the Property; and

WHEREAS, the Original Development Agreement included a Tax Abatement Agreement by and between the City and Original Developer dated October 2019 ("Tax Abatement Agreement"); and

WHEREAS, the Original Developer desires to assign the Tax Abatement Agreement to the New Developer; and

WHEREAS, the New Developer desires and agrees to receive assignment of and to assume all of the Original Developer's rights and obligations under the Tax Abatement Agreement; and

WHEREAS, the City consents to the Original Developer's assignment to the New Developer and assumption by the New Developer of the Original Developer's rights and obligations under the Tax Abatement Agreement.

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

1. The Original Development Agreement is hereby terminated and canceled;
2. The New Development Agreement is hereby approved; and
3. The City consents to and approves the Assignment and Assumption of the Tax Abatement Agreement from the Original Developer to the New Developer.
4. The appropriate city officials are authorized to execute the documents necessary to effectuate the aforementioned agreements.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 27th day of July 2020.

Attest:

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

CONTRACT FOR PRIVATE REDEVELOPMENT

THIS AGREEMENT is made on or as of the 27th day of July, 2020, by and between the West St. Paul Economic Development Authority, a Minnesota public body corporate and politic ("EDA"), the City of West St. Paul, a Minnesota municipal corporation ("City") and TF WSP, LLC, a Delaware limited liability company ("Developer").

WITNESSETH:

WHEREAS, the EDA was created pursuant to Minnesota Statutes, Sections 469.090 to 469.108, and was authorized to transact business and exercise its powers by a resolution of the City Council of the City of West St. Paul ("City"); and

WHEREAS, in furtherance of the objectives of the EDA Act, the EDA has undertaken various projects to promote the creation of housing, economic and job opportunities within the City, known as a "Redevelopment Project"; and

WHEREAS, among the powers possessed by the EDA is the power to carry out within a Redevelopment Project undertakings and activities for the elimination or prevention of the development or spread of slums or blighted, deteriorating areas and for economic development; and

WHEREAS, there is located within the City real property, more particularly described in Exhibit A (the "Development Property"), that is in need of redevelopment in order to help maximize housing opportunities, economic and job opportunities for the community; and

WHEREAS, the EDA and City entered into a Development Agreement with KTJ 339, LLC, for development of the Development Property ("Original Development Agreement"); and

WHEREAS, KTJ 339, LLC has assigned all of its interest in the Original Development Agreement to Developer, including the Earnest Money; and

WHEREAS, Developer has accepted all of the contingencies that have been met and contingency periods that have expired in the Original Development Agreement prior to

Developer's receipt of the assignment and no additional contingencies or contingency periods are pending; and

WHEREAS, EDA and City have agreed to terminate the Original Development Agreement with KTJ 339, LLC; and

WHEREAS, the EDA and City have sufficiently reviewed Developer's ability to fulfill the obligations and requirements of the Original Development Agreement and are satisfied that Developer can construct the Minimum Improvements and comply with all conditions of the Development Agreement; and

WHEREAS, in order to achieve the objectives of the EDA, the EDA is prepared to sell the Development Property to Developer; and

WHEREAS, the EDA believes that the redevelopment of the Development Property pursuant to this Agreement, and fulfillment generally of this Agreement, are in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Project has been undertaken.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I
Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be modified, amended, or supplemented, in writing, by mutual agreement of both parties.

"Certificate of Completion" means the certificate, in the form contained in Exhibit C attached hereto, which will be provided to the Developer pursuant to Article IV of this Agreement.

"City" means the City of West St. Paul, Minnesota.

"Closing" or "Closing Date" means on or before September 1, 2020, unless otherwise agreed to by the parties.

"Condemnation Award" means the amount remaining from an award to the Developer for the acquisition of title to and possession of the Minimum Improvements or any material part thereof, after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such award.

"Construction Plans" means the final plans for construction of the Minimum Improvements to be submitted by the Developer and approved by the City.

"Contingency Date" means the Effective Date, unless otherwise agreed to by the parties.

"County" means Dakota County.

"Developer" means TF WSP, LLC, a Delaware limited liability company , or its successors and assigns.

"Development Property" or "Property" means the real property described in Exhibit A of this Agreement.

"Development Property Deed" means the quit claim deed in the form attached hereto as Exhibit D, by which the EDA will convey the Development Property to the Developer.

"Earnest Money" means the earnest money deposit of Twenty Thousand Dollars and 00/100s ($20,000.00) on deposit with the EDA.

"EDA" means the West St. Paul Economic Development Authority, a public body corporate and politic organized under the laws of the State of Minnesota, or its successor or assign.

"EDA Act" or "Economic Development Authority Act" means Minnesota Statutes sections 469.090 through 469.1082 as amended.

"Effective Date" means July 27, 2020.

"Estimated Project Costs" are the project costs as indicated by the Developer's Pro forma, which is $27,202,946.

"Event of Default" means an action by the Developer or the EDA listed in Article VIII of this Agreement.

"Holder" means the owner of a Promissory Note or Notes and Mortgage Deed.

"Maturity Date" means the date when the Developer has satisfied its obligations under the Agreement and the EDA has issued the Certificate of Completion.

"Minimum Improvements" means the acquisition of land and construction of a 152-unit market rate residential apartment building, construction of a stormwater pond and related improvements. The Minimum Improvements are more fully depicted in Exhibit B, which is attached hereto and incorporated herein.

"Mortgage Deed" means any Mortgage Deed made by the Developer, which is secured in whole or in part, by the Development Property and which is a Permitted Encumbrance pursuant to the provisions of this Agreement.

"Net Proceeds" means any proceeds paid by an insurer to the Developer or the EDA under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article VI of this Agreement and remaining after deducting all expenses incurred in the collection of such proceeds.

"Permitted Encumbrance" means any matter shown on such Title Commitment and not objected to by the Developer (other than such consensual liens).

"Preliminary Plans" means, collectively, the plans, drawings and specifications for the construction of the Minimum Improvements which are depicted on Exhibit B and attached hereto.

"Project" or "Redevelopment Project" means the redevelopment of the Development Property into residential apartment building.

"Purchase Price" means Nine Hundred Thousand Dollars and 00/100s ($900,000.00), unless adjusted pursuant to Section 3.1.

"Sale" means any sale, conveyance, lease, exchange, forfeiture other transfer of the Developer's interest in the Minimum Improvements or the Development Property, whether voluntary or involuntary.

"State" means the state of Minnesota.

"Title Company" means DCA Title Company with offices at 1313 147th Street West, Suite 161 in Apple Valley, Minnesota, unless otherwise agreed to by the parties.

"Unavoidable Delays" means delays beyond the reasonable control of the party seeking to be excused, which are the direct result of strikes, other labor troubles, weather, fire, or other casualty to the Minimum Improvements or Site Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, results in delays, or acts of any federal, state or local governmental unit (other than the EDA in exercising its rights under this Agreement) that result in delays.

Section 1.2. Rules of Interpretation.

(a) This Agreement shall be interpreted in accordance with and governed by the laws of Minnesota.

(b) The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof.

(c) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.

(d) Any titles of the several parts, articles and sections of this Agreement are inserted

for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

ARTICLE II
Representations and Warranties

Section 2.1. Representations by the EDA. The EDA makes the following representations:

(a) The EDA is a public body corporate and politic under the laws of Minnesota. Under the provisions of the EDA Act, the EDA has the power to enter into this Agreement and carry out its obligations hereunder. The persons executing this Agreement and related agreements and documents on behalf of the EDA have the authority to do so and to bind the EDA by their actions.

(b) The execution, delivery and performance by EDA of this Agreement will not violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to EDA, or result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which EDA is a party or by which it or any of its properties may be bound.

(c) To EDA's knowledge, there are no actions, suits or proceedings pending or threatened against or affecting EDA or any of its properties, before any court or arbitrator, or any governmental department, board, agency or other instrumentality which in any of the foregoing challenges the legality, validity or enforceability of this Agreement, or if determined adversely to EDA, would have a material adverse effect on the ability of EDA to perform its obligations under this Agreement.

(d) EDA has not received written notice, and has no knowledge, of (i) any pending or contemplated annexation or condemnation proceedings, or purchase in lieu of the same, affecting or which may affect all or any part of the Property, (ii) any proposed or pending proceeding to change or redefine the zoning classification of all or any part of the Property, (iii) any proposed changes in any road patterns or grades which would adversely and materially affect access to the roads providing a means of ingress or egress to or from all or any part of the Property, or (iv) any uncured violation of any legal requirement, restriction, condition, covenant or agreement affecting all or any part of the Property or the use, operation, maintenance or management of all or any part of the Property.

(e) To EDA's knowledge, there are no wells or sewage treatment systems located on any portion of the Property. To EDA's knowledge, there has been no methamphetamine production on or about any portion of the Property. To EDA's knowledge, the sewage generated by the Property, if any, goes to a facility

permitted by the Minnesota Pollution Control Agency and there is no "individual sewage treatment system" (as defined in Minnesota Statutes § 115.55, subd. 1(g)) located on the Property.

(f) The EDA is not a "foreign person," "foreign corporation," "foreign trust," "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code and the regulations promulgated thereunder.

(g) The EDA has received no notice or communication from any local, State or federal official that the activities of the Developer or the EDA in the Development Property may be or will be in violation of any environmental law or regulation. The EDA is aware of no facts the existence of which would cause it to be in violation of any local, State or federal environmental law, regulation or review procedure.

(h) There are no leases or tenancies with respect to the Property. There are no unrecorded agreements or other contracts of any nature or type relating to, affecting or serving the Property.

(i) There will be no indebtedness attributable to the Property which will remain unpaid after the Closing Date.

(j) The activities of the EDA are undertaken for the purpose of removing, preventing, or reducing blight, blighting factors, or the causes of blight, and for the purposes of increasing the tax base and housing opportunities within the City.

(k) EDA will warrant the Development Property has or will have street access to infrastructure sufficient to ensure the property is buildable for the Minimum Improvements.

(l) The EDA and the City have approved this Agreement.

The representations, warranties and other provisions of this Section 2.1 shall survive Closing; provided, however, EDA shall have no liability with respect to any breach of a particular representation or warranty if Developer shall fail to notify EDA in writing of such breach within two (2) years after the Closing Date, and provided further that EDA shall have no liability with respect to a breach of the representations and warranties set forth in this Agreement if Developer has actual knowledge of EDA's breach thereof prior to Closing and Developer consummates the acquisition of the Property as provided herein.

Developer acknowledges and agrees that, except as expressly specified in this Article II of this Agreement, EDA has not made, and EDA hereby specifically disclaims, any representation, warranty or covenant of any kind, oral or written, expressed or implied, or rising by operation of law, with respect to the Property, including but not limited to, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, physical or environmental condition, utilities, valuation, governmental approvals, the compliance of the Property with governmental laws, the truth, accuracy or completeness of any information

provided by or on behalf of EDA to Developer, or any other matter or item regarding the Property. Developer agrees to accept the Property and acknowledges that the sale of the Property as provided for herein is made by EDA on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. Developer is an experienced purchaser of property such as the Property and Developer has made or will make its own independent investigation of the Property. The limitations set forth in this paragraph shall survive the Closing and shall not merge in the Development Property Deed.

Section 2.2. Representations and Warranties by the Developer. The Developer represents and warrants that:

(a) The Developer is a Minnesota limited liability company, duly organized and in good standing under the laws of Minnesota and is not in violation of any provisions of its company documents or its operating agreement. The Developer has the power to enter into this Agreement and carry out its obligations hereunder. The persons executing this Agreement and related agreements and documents on behalf of the Developer have the authority to do so and to bind the Developer by their actions.

(b) The execution, delivery and performance by Developer of this Agreement will not (i) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Developer, (ii) violate or contravene any provision of the articles of incorporation or bylaws of Developer, or (iii) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Developer is a party or by which it or any of its properties may be bound.

(c) Developer has deposited the Earnest Money with the EDA.

(d) The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer or the EDA on the Development Property may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts, the existence of which would cause it to be in violation of any local, state, or federal environmental law, regulation or review procedure or which give any person a valid claim under any of the foregoing.

(e) Upon its acquisition of the Development Property at Closing, the Developer will complete the Minimum Improvements in accordance with all local, state, federal laws or regulations.

(f) The Developer will use reasonable efforts to obtain, in a timely manner, all required permits, licenses, insurance, and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed or acquired.

(g) Upon its acquisition of the Development Property at Closing, the Developer will be prepared to immediately commence construction of the Minimum Improvements and will have the financial capacity to meet the obligations specified in this Agreement.

(h) The Developer will have satisfied the terms and conditions contained in this Agreement prior to the Maturity Date or posted surety bonds for future fulfillment of all requirements contained in the Agreement.

(i) The Developer shall cooperate with the EDA with respect to any litigation, other than litigation in which the EDA and the Developer are adverse parties, commenced with respect to the Project or Minimum Improvements.

(j) In the event that this Agreement is terminated by the EDA as a result of an Event of Default, the Developer agrees that they will, within ten (10) days of written demand by the EDA, reimburse the EDA for all of its costs and expenses, including reasonable fees for attorneys and consultants, incurred in connection with the negotiation, preparation and implementation of this Agreement.

(k) Whenever any Event of Default occurs and the EDA employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the EDA, pay to the EDA the reasonable fees for attorneys and other expenses so incurred by the EDA.

The representations, warranties and other provisions of this Section 2.2 shall survive Closing.

Section 2.3. Environmental Conditions

(a) As Is. As of the Closing Date, Developer shall take the Property in an "as is" condition and shall assume the risk of any and all adverse environmental conditions. The EDA represents and warrants that during its ownership, to its knowledge, it has taken no actions that would negatively impact the environmental condition of the Development Property.

(b) Copies of Information. Upon the execution of this Agreement, the EDA shall provide Developer with true and correct copies of all studies, correspondence and other data in the EDA's possession with respect to the environmental condition of the Development Property.

ARTICLE III
Conveyance of Property

Section 3.1. Sale of Development Property. Subject to compliance with the terms of this Agreement, the EDA agrees to sell to Developer, and Developer agrees to buy from the EDA, the Development Property, subject only to Permitted Encumbrances, for the Purchase Price.

(a) If the actual project costs are less than the Estimated Project Costs then the EDA shall receive an additional amount added to the Purchase Price as follows:

1. One-half of the first $1,000,000 in Developer savings from the Estimated Project Costs shall be added to the Purchase Price; and

2. 20% of any Developer savings from the Estimated Project Costs over such $1,000,000 threshold, shall be added to the Purchase Price.

(b) Any grant money received by Developer for the Development Project will result in an increase in the Purchase Price or a decrease in the City's contribution, up to the amount of the grant. For purposes of interpreting this Section 3.1(B), Developer, the EDA and the City agree that the Purchase Price for the Development Project will only increase by the amount of any grant money that is actually received by the Developer to pay the "Eligible Costs" covered by the Tax Abatement Agreement. If Developer receives grant money to pay any other costs of the Development Project, other than Eligible Costs covered by the Tax Abatement, then the Purchase Price shall not be increased pursuant to this Section 3.1(B).

Section 3.2. Available Surveys, Tests, and Reports. Within ten (10) days of the Effective Date, EDA shall cause to be delivered to Developer, (a) copies of any surveys, soil tests and environmental reports previously conducted on the Property and (b) copies of existing title work for the Property ("Due Diligence Materials") which may be in the possession of the EDA.

Section 3.3. Developer's Investigations. For a period up to and including the Contingency Date, EDA shall allow Developer and Developer's agents access to the Property without charge and at all times for the purpose of Developer's investigation and testing of the Property, including surveying and testing of soil and groundwater ("Developer's Investigations"); provided, however, Developer shall not perform any invasive testing unless (a) EDA gives its prior approval of Developer's consultant that will perform the testing, which approval shall not be unreasonably withheld, conditioned or delayed, and (b) Developer gives EDA reasonable prior notice of such testing. EDA shall have the right to accompany Developer during any of Developer's Investigations of the Property. Developer shall provide to EDA copies of all third-party, non-confidential written test results and reports conducted as part of Developer's Investigations. Developer agrees to pay all of the costs and expenses associated with Developer's Investigations, to cause to be released any lien on the Property arising as a result of Developer's

Investigations and to repair and restore, at Developer's expense, any damage to the Property caused by Developer's Investigations. Developer shall indemnify and hold EDA harmless from all costs and liabilities, including, but not limited to, reasonable attorneys' fees, arising from Developer's Investigations. The indemnification obligations provided herein shall survive the termination or cancellation of this Agreement.

Section 3.4. Developer's Contingencies. Developer's obligation to proceed to Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

(a) Inspection. On or before the Contingency Date, Developer shall have determined, in its sole discretion, that it is satisfied with the results of and matters disclosed by Developer's Investigations, surveys, soil tests, engineering inspections, hazardous substance and environmental reviews of the Property and all other inspections and due diligence regarding the Property, including any Due Diligence Materials.

(b) Intended Use. On or before the Contingency Date, Developer shall have determined the acceptability of the Property for its intended use and incidental uses thereto (collectively, the "Proposed Use"). All costs and expenses related to applying for and obtaining any governmental permits and approvals for the Property for the Proposed Use shall be the responsibility of the Developer.

(c) Govenmental Approvals. On or before the Contingency Date, Developer shall have obtained all appropriate approvals and permits necessary for the Proposed Use on the Property, which approvals may include, without limitation, platting or replatting, zoning approvals and/or rezoning of the Property, conditional use permits, access permits, signage permits, building permits, required licenses, site plan approvals and architectural approvals. All costs and expenses related to the preparation of any documentation necessary to create any plans, specifications or the like shall be the responsibility of the Developer.

(d) Access. On or before the Contingency Date, Developer shall have satisfied itself, in Developer's sole discretion, that access to and from roads and the Property is adequate for Developer's Proposed Use of the property.

(e) Utilities. On or before the Contingency Date, Developer shall have satisfied itself, in Developer's sole discretion, that water and gas mains, electric power lines, sanitary and storm sewers, and other utilities are available to the Property.

(f) Title Insurance. On or before the Closing Date, Developer shall have received from Title an irrevocable commitment to issue a title insurance policy for the Property in a form and substance satisfactory to Developer in Developer's sole discretion, not disclosing any encumbrance not acceptable to Developer in Developer's sole discretion.

(g) Financing. On or before the Closing Date, Developer shall secure grants, funding

and financing that is satisfactory to Developer in Developer's sole discretion for the purpose of acquiring and constructing the Minimum Improvements, which may include, but is not limited to entering into a Tax Abatement Agreement with the EDA.

(h) River to River Trail Section. On or before the Closing Date, Developer shall have satisfied itself that Dakota County (or other responsible party developing the Dakota County River to River Trail) will complete construction of the River to River Trail Section by December 31, 2021, in a location that is approved by the City and Developer. For purposes hereof, the "River to River Trail Section" is a section of the Dakota County River to River Trail to be located adjacent to the Development Property.

The foregoing contingencies are for Developer's sole and exclusive benefit and one or more may be waived in writing by Developer in its sole discretion. EDA shall reasonably cooperate with Developer's efforts to satisfy such contingencies, at no out of pocket cost to EDA or assumption of any obligation or liability by Developer. Developer shall bear all cost and expense of satisfying Developer's contingencies. If any of the foregoing contingencies have not been satisfied on or before the applicable date, then this Agreement may be terminated, at Developer's option, by written notice from Developer to EDA. Such written notice must be given on or before the applicable date, or Developer's right to terminate this Agreement pursuant to this Section shall be waived. If Developer terminates this Agreement pursuant to this Section, then any amount previously paid by Developer to EDA, including the Earnest Money, shall immediately be refunded to Developer. Upon termination, neither party shall have any further rights nor obligations against the other regarding this Agreement or the Property, except for such obligations as survive termination of this Agreement.

If Developer elects not to exercise any of the contingencies set out herein, such election may not be construed as limiting any representations or obligations of EDA set out in this Agreement, including without limitation any indemnity or representations with respect to environmental matters.

Section 3.5. EDA's Contingencies. EDA's obligation to proceed to Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

(a) Developer Performance. Developer shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by or prior to the Closing Date.

(b) Developer's Representations. All representations and warranties of Developer contained in this Agreement shall be accurate as of the Closing Date.

(c) No Default. There shall be no uncured default by Developer of any of its obligations under this Agreement as of the Closing Date, unless waived by EDA.

If any contingency contained in this Section 3.5 has not been satisficed on or before the date

described therein, and if no date is specified, then the Closing Date, then this Agreement may be terminated by written notice from EDA to Developer and neither party shall have any further rights or obligations with respect to this Agreement or the Property If termination occurs, EDA shall return the Earnest Money to Developer. All the contingencies in this Section 3.6 are for the benefit of EDA, and EDA shall have the right to waive any contingency in this Section 3.6 by written notice to Developer.

Section 3.6. Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on or before the Closing Date. The EDA agrees to deliver legal and actual possession of the Property to Developer on the Closing Date. Closing shall occur at Title Company.

(a) EDA's Closing Documents and Deliveries. On the Closing Date, EDA shall execute and/or deliver, as applicable, to Developer the following:

1. Quit Claim Deed. A quit claim deed conveying title to the Development Property to Developer, free and clear of all encumbrances, except the Permitted Encumbrances. Such Development Property Deed shall include as a covenant running with the land the conditions of Minnesota Statutes, Sections 469.090 to 469.1082 relating to the use of the land. If the covenant is violated the authority may declare a breach of the covenant and seek a judicial decree from the district court declaring a forfeiture and a cancellation of the deed.

2. Title Policy. A Proforma Title Policy or a suitably marked up Commitment for Title Insurance initialed by Title Company, in the form required by this Agreement, including usual and customary endorsements required by Developer.

3. FIRPTA Affidavit. A non-foreign affidavit as required by applicable law.

4. EDA's Affidavit. A standard owner's affidavit (ALTA form) from EDA which may be reasonably required by Title to issue an owner's policy of title insurance with respect to the Property with the so called "standard exceptions" deleted.

5. Settlement Statement. A settlement statement with respect to this transaction.

6. General Deliveries. All other documents reasonably determined by Title Company to be necessary to evidence that Developer has duly authorized the transactions contemplated hereby and evidence the authority of Developer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Developer pursuant to this Agreement or may be required of Developer under applicable law.

(b) Developer Closing Documents and Deliveries. On the Closing Date, Developer shall execute and/or deliver, as applicable, to EDA the following:

1. Payment of Purchase Price. The Purchase Price, less Earnest Money, shall be payable on the Closing Date, subject to those adjustments, pro-rations and credits described in this Agreement, in certified funds or by wire transfer pursuant to instructions from EDA.

2. Settlement Statement. A settlement statement with respect to this transaction.

3. Developer's Affidavit. A standard owner's affidavit (ALTA form) from Developer which may be reasonable required by Title to issue an owner's policy of title insurance with respect to the Property with the so-called "standard exceptions" deleted.

4. Bring Down Certificate. A certificate dated as of the Closing Date, signed by an authorized officer of Developer, certifying that the representations and warranties of Developer contained in this Agreement are true as of the Closing Date.

5. General Deliveries. All other documents reasonably determined by Title to be necessary to evidence that Developer has duly authorized the transactions contemplated hereby and evidence the authority of Developer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Developer pursuant to this Agreement, or may be required of Developer under applicable law, including any Developer's affidavits or revenue or tax certificates or statements.

(c) Costs and Prorations. EDA and Developer agree to the following prorations and allocation of costs regarding this Agreement:

1. General real estate taxes applicable to any of the Property due and payable in the year of Closing shall be prorated between Developer and EDA on a daily basis as of 12:00 a.m. CT on the Closing Date based upon a calendar fiscal year, with EDA paying those allocable to the period prior to the Closing Date and Developer being responsible for those allocable to the Closing Date and subsequent thereto. EDA shall pay in full all special assessments (and charges in the nature of or in lieu of such assessments) levied, pending, postponed or deferred with respect to any of the Property as of the Closing Date. Developer shall be responsible for any special assessments that are levied or become pending against the Property after the Closing Date, including, without limitation, those related to Developer's development of the Property.

2. The Developer will obtain and pay for an ALTA Survey.

3. The EDA shall pay all title charges for the issuance of the Title Commitment.

4. Developer shall pay all premiums for any title insurance policy it desires with respect to the Development Property.

5. Developer shall pay all costs of recording the Development Property Deed and this Agreement.

6. The EDA shall pay for the cost of recording any other documents necessary to convey the Development Property as required by this Agreement.

7. EDA shall pay all state deed tax regarding the Development Property Deed.

8. Developer and EDA shall each pay one half (1/2) of any reasonable closing fee or charge imposed by Title Company.

9. There are no brokerage or real estate fees or commissions due and payable by the EDA as part of this transaction.

10. EDA and Developer shall each pay their own attorneys' fees incurred in connection with this transaction.

11. The obligations set forth in this Section 3.7(c) survive the Closing.

Section 3.7. Title Examination. Developer shall obtain a commitment for an owner's title insurance policy issued by Title for the Development Property (the "Title Evidence").

(a) Developer Objections. Within ten (10) days after Developer's receipt of the last of the Title Evidence, Developer may make written objections ("Objections") to the form or content of the Title Evidence. The Objections may include without limitation, any easements, restrictions or other matters which may interfere with the proposed use of the Property or matters which may be revealed by any survey. Any matters reflected on the Title Evidence which are not objected to by Developer within such time period or waived by Developer in accordance with Section 3.7(b)(2) shall be deemed to be permitted encumbrances ("Permitted Encumbrances"). Notwithstanding the foregoing, the following items shall be deemed Permitted Encumbrances:

1. Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any;

2. Reservation of minerals or mineral rights by the State of Minnesota, if any;

3. Utility and drainage easements which do not interfere with the Proposed

Use; and

4. Applicable laws, ordinances, and regulations.

Developer shall have the renewed right to object to the Title Evidence as the same may be revised or endorsed from time to time.

(b) EDA's Cure. EDA shall be allowed twenty (20) days after the receipt of Developer's Objections to cure the same but shall have no obligation to do so. If such cure is not completed within said period, or if EDA elects not to cure such Objections, Developer shall have the options to do any of the following:

1. Terminate this Agreement with respect to all of the Property.

2. Waive one or more of its objections and proceed to Closing.

Section 3.8. If Developer so terminates this Agreement, neither EDA nor Developer shall be liable to the other for any further obligations under this Agreement, except for such obligations as survive termination of this Agreement, and any amount previously paid by Developer to EDA, including the Earnest Money, shall be refunded to Developer.

ARTICLE IV
Construction of Minimum Improvements

Section 4.1. Construction of Developer and Minimum Improvements. By April 1, 2020, unless otherwise agreed to by the parties in writing, the Developer shall submit Construction Plans to the City. The Construction Plans shall provide for the construction of Minimum Improvements and shall be in substantial conformity with the Preliminary Plans depicted on Exhibit B, attached hereto. All Minimum Improvements constructed on the Development Property shall be constructed, operated and maintained in accordance with the terms of the Construction Plans, this Agreement, the Comprehensive Plan, and all local, Minnesota and federal laws and regulations (including, but not limited to, Environmental Controls and Land Use Regulations). Developer will use commercially reasonable efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will use commercially reasonable efforts to meet, in a timely manner, the requirements of applicable Environmental Controls and Land Use Regulations which must be met before Developer's Minimum Improvements may be lawfully constructed.

Section 4.2. Ground Material. The Developer shall ensure that adequate and suitable ground material shall exist in the areas of utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material through the warranty period. The cost of said removal, replacement or repair is the responsibility of the Developer.

Section 4.3. Grading/Drainage Plan and Easements. The Developer shall construct drainage facilities adequate to serve the Project in accordance with the Development Plans. The

Developer agrees to grant to the City all necessary outlots, easements or stormwater maintenance agreements for the preservation and maintenance of the drainage system, for drainage basins and for utility service and for utility looping. The Developer shall enter into any easement agreements and stormwater management agreements with the City that are deemed necessary to fulfill the obligations of this section. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform to the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans, subject only to such design criteria and engineering design and construction specifications as are used in the Development Plans notwithstanding any amendment or change to City standards for development subsequent to approval of the Final Plat.

Developer shall dedicate drainage and utility easements as shown on the Final Plat. Additional utility and drainage easements that may be required by the City may be granted by an acceptable document as approved by the City.

Section 4.4. Grading of Private Streets. The Developer must grade, in accordance with the grading plan provided to and approved by the City, all private streets, boulevards, driveways and other public lands, if any, and other lands shown in the approved grading plan and as required in Exhibit F. If the Developer does not perform the work required by this paragraph, the City will complete all work required of the Developer. The Developer will be financially responsible for payments for this work, which will be assessed as provided in Section 10.1.

Section 4.5. Street Sweeping. The Developer is responsible for the removal of all construction debris and earth materials within the public right-of-way during construction. The City will inspect the roadways to ensure the Developer is keeping all public roadway surfaces clean. If any portion of a public roadway surface is found in an unacceptable condition, the City will have appropriate equipment dispatched to the site an all costs associated with the clean-up effort will be billed to the Developer.

Section 4.6. Street Signs. The Developer shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be approved pursuant to City standards. The actual number and location of signs to be installed shall be determined by the City and actual installation shall be performed by City authorized personnel.

Section 4.7. Erosion Control. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated by the Minnesota Pollution Control Agency. Such plan shall be detailed on the Construction Plans and shall be subject to approval of the City. The Developer shall install and maintain such erosion control structures as appear necessary under the Construction Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the Minimum Improvements including, but not limited to, restoration of existing control structures and clean-up of public right-of-way. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Construction Plans. The City reserves the right to perform any necessary erosion control or

restoration as required, if these requirements are not complied with after Formal Notice by the City. The Developer shall be financially responsible for payment for this extra work.

Section 4.8. Private Streets. Certain streets constructed within the development, , will be private streets owned and maintained by the Developer. The City and Developer shall enter into a Construction, Repair and Maintenance Agreement for Private Roads to govern the conditions related to the private street, including but not limited to maintenance and reconstruction requirements, snowplowing, and damage to City owned utilities that are located within the streets corridor.

Section 4.9. Trail. Subject to and within sixty days (weather permitting) after completion of construction of the River to River Trail Section, the Developer shall construct a bituminous trail that will connect to the River to River Trail Section as shown in the Development Plans.

Section 4.10. Zoning; Other Approvals. The EDA agrees to exercise its reasonable efforts to grant or obtain such land use planning review and approvals as may be required in connection with the development of the Minimum Improvements by applicable Land Use Regulations. The parties agree that the development of the Minimum Improvements is in the public interest, will provide significant and important benefits to the City and its residents, and is a desirable and appropriate use of the Development Property. Developer acknowledges and agrees that the EDA cannot and does not undertake in this Development Agreement to bind itself to grant or obtain any approvals, permits, variances, zoning or rezoning applications or other matters within the legislative or quasi-judicial discretion of the EDA or the governing body of any other political subdivision or public agency. The EDA nevertheless agrees that upon request of Developer, it will cooperate with Developer to seek and secure approvals, permits, variances, and other matters as may be required prior to the acquisition by Developer of all portions of the Development Property affected thereby, to cause such matters to be timely considered by the EDA, City and Planning Commission or the governing body of other political subdivisions or public agencies with jurisdiction, and to otherwise cooperate with Developer to facilitate implementation of the Minimum Improvements.

Section 4.11. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements no later than October 1, 2020. Subject to Unavoidable Delays, the Developer shall have substantially completed the construction of the Minimum Improvements no later than December 31, 2021 (except for the connection to the River to River Trail Section, which will be completed as provided in Section 4.9, above). All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in substantial conformity with the Construction Plans and Developer will not modify the size or exterior appearance of the Minimum Improvements without the consent of the EDA and the City, which consent shall not be unreasonably withheld. The Developer shall make such reports to the EDA regarding construction of the Minimum Improvements as the EDA deems necessary or helpful in order to monitor progress on construction of the Minimum Improvements.

Section 4.12. Certificate of Completion.

(a) After substantial completion of the Minimum Improvements in accordance with the Construction Plans and all terms of this Agreement, the EDA will furnish the Developer with a Certificate of Completion in the form of Exhibit C hereto. Such certification by the EDA shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Development Property Deed with respect to the obligations of the Developer to construct the Minimum Improvements and the dates for the beginning and completion thereof. The Certificate of Completion shall only be issued after issuance of a certificate of occupancy by the City.

(b) The Certificate of Completion provided for in this Section 4.7 shall be in such form as will enable it to be recorded in the proper County office for the recordation of deeds and other instruments pertaining to the Development Property. If the EDA shall refuse or fail to provide such certification in accordance with the provisions of this Section 4.7, the EDA shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default of a material term of this Agreement, and what measures or acts will be necessary, in the opinion of the EDA, for the Developer to take or perform in order to obtain such certification.

Section 4.13. Reconstruction of Minimum Improvements. If the Minimum Improvements are damaged or destroyed before completion thereof and issuance of a Certificate of Completion, the Developer agrees, for itself and its successors and assigns, to reconstruct the Minimum Improvements within one year of the date of the damage or destruction. The Minimum Improvements shall be reconstructed in accordance with the approved Construction Plans, or such modifications thereto as may be requested by the Developer and approved by the EDA in accordance with Section 4.1 of this Agreement, which approval will not be unreasonably withheld. The Developer's obligation to reconstruct the Minimum Improvements pursuant to this Section 4.8 shall end when the Certificate of Completion is issued.

ARTICLE V
Other Obligations of Developer

Section 5.1. Building Permit Fees. Developer acknowledges that building permit fees will be payable by Developer or Successor Developer for Minimum Improvements.

Section 5.2. Administrative Costs. The EDA has incurred and will continue to incur administrative costs in reviewing, analyzing, negotiating and studying the Minimum Improvements and this Development Agreement. In consideration of the time, effort and expenses to be incurred in pursuing the undertakings set forth herein, on or before execution of this Agreement, Developer agrees to pay a $5,000 deposit for the costs of certain consulting fees, including planning, financial, attorneys, engineering, testing and any special meetings. If the

obligations of Developer under this Agreement result in a reduction of the $5,000 cash deposit to a level of $1,000 or less, then at such point, Developer shall make an additional cash deposit with the EDA to raise the total cash on deposit with the EDA to $5,000. This process of redeposit shall be continued until all of the monetary obligations of Developer pursuant to this Section are paid in full. The obligations set forth in this shall remain in full force and effect and shall survive any termination until all monetary obligations of Developer are paid in full. If, after completion of the tasks contemplated by this Agreement and if, after appropriate payment to the EDA, there remains on deposit any sum, then such sum shall be paid over to Developer by the EDA within 30 days after such completion and payment. If Developer terminates this Agreement because of the EDA's default, Developer shall be entitled to payment of any remaining balance. If the EDA terminates this Agreement because of Developer's default, the deposit shall be retained by the EDA. Notwithstanding anything to the contrary contained herein, Developer's total obligation for all costs contemplated by this Section 5.3 shall be capped at $50,000.

Section 5.3. Minimum Improvement Costs. The Developer shall pay for the Minimum Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

The Developer is responsible for contracting and paying for the street and utility testing costs. The City's designated inspector on the Project will coordinate the street and utility testing activities. All testing reports shall be sent to the City with a copy to the Developer.

Section 5.4. Miscellaneous and Area Charges. The Developer shall reimburse the City for all miscellaneous costs and Area Charges incurred or to be incurred by the City in connection with this Development Agreement. Such costs shall be paid in cash prior to building permit approval and are identified on Exhibit G.

Section 5.5. Enforcement Costs. The Developer shall pay the City for costs incurred in the enforcement of this Development Agreement, including engineering costs and reasonable attorneys' fees.

Section 5.6. Time of Payment. Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of eight percent (8%) per year.

Section 5.7. Miscellaneous Requirements. Any additional requirements as specified by the EDA are incorporated herein.

ARTICLE VI
Insurance and Condemnation

Section 6.1. Insurance.

(a) The Developer shall provide and maintain insurance in the following types and amounts at all times during the process of construction the Minimum Improvements, and shall provide to the EDA upon it request proof of payment of the requisite premiums and proof of current insured status:

1. Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis" in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy. The interest of the EDA shall be protected in accordance with a clause in form and content satisfactory to the EDA;

2. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than $1,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

3. Workers' compensation insurance, with statutory coverage.

The policies of insurance required pursuant to clauses (1) and (2) above shall be in a form and content satisfactory to the EDA and shall be placed with financially sound and reputable insurers licensed to transact business in the State. The policy of insurance delivered pursuant to clause (1) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the EDA in the event of cancellation of such policy or change affecting the coverage thereunder.

(b) Upon completion of construction of the Minimum Improvements and prior to the Maturity Date, the Developer shall maintain or cause to be maintained, at their sole cost and expense, and from time to time at the request of the EDA shall furnish proof of the payment of premiums on, insurance as follows:

1. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, boiler explosion, water damage, demolition cost, debris removal and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements.

2. Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), and automobile insurance, including owned, non-owned and hired automobiles, against liability for injuries to persons and/or property in the minimum amount for each occurrence and for each year of One Million Five Hundred Thousand

Dollars ($1,500,000.00), which shall be endorsed to show the EDA as additional insured.

3. Such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of his liability for worker's compensation.

(c) All insurance required in Article VI of this Agreement shall be taken out and maintained with responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer shall deposit annually with the EDA policies evidencing all such insurance coverages, or a certificate or certificates or binders of the respective insurers stating that such insurance is in full force and effect. Unless otherwise provided in Article VI of this Agreement, each policy shall contain a provision that the insurer shall not cancel nor modify it without giving written notice to the Developer and the EDA at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the EDA evidence satisfactory to the EDA that the policy has been renewed or replaced by another policy conforming to the terms of this Agreement. In lieu of separate policies, the Developer shall deposit with the EDA a certificate or certificates of the respective insurers as to the amount of coverage in force.

(d) The Developer agrees to notify the EDA immediately in the case of damage exceeding five thousand dollars ($5,000.00) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. In the event that any such efforts to repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or the extent necessary to accomplish such repair, reconstruction and restoration, the Developer shall apply the Net Proceeds of any insurance settlement or payment relating to such damage received by the Developer to the payment or reimbursement of the costs. Net Proceeds of any insurance settlement or payment relating to such damage up to five thousand dollars ($5,000.00) shall be paid directly to the Developer.

In the event the Minimum Improvements or any portion thereof are destroyed in fire or other casualty and the damage or destruction is estimated to equal or exceed five thousand dollars ($5,000.00), then the Developer shall, unless otherwise mutually agreed, within one hundred and eighty (180) days after such damage or destruction, use their best efforts to proceed to repair, reconstruct and restore the damaged Minimum Improvements to substantially the same condition or utility value as existed prior to the event causing such damage or destruction and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer shall apply the Net Proceeds of any insurance settlement or payment

relating to such damage or destruction received by the Developer from the EDA to the payment or reimbursement of the costs thereof. Any Net Proceeds remaining after completion of construction shall be disbursed to the Developer.

(e) If the Developer is in compliance with the terms and conditions of this Agreement, then any Net Proceeds of insurance relating to such damage or destruction received by the EDA shall be released on a schedule as determined by the EDA to the Developer upon the receipt of:

1. A certificate of an authorized representative of the Developer specifying the expenditures made or to be made or the indebtedness incurred in connection with such repair, reconstruction and restoration and stating that such Net Proceeds, together with any other monies legally available for such purposes, will be sufficient to complete such repair, construction and restoration; and

2. If Net Proceeds equal or exceed five thousand dollars ($5,000.00) in amount, the written approval of such certificate by an independent architect or engineer.

The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance settlement or payment received by the Developer for such purposes are sufficient to pay for the same. Any Net Proceeds remaining after completion of such repairs, construction and restoration shall be remitted to the Developer.

Section 6.2. Condemnation. In the event that title to and possession of the Minimum Improvements or any material part thereof shall be taken in condemnation or by the exercise of eminent domain authority by any governmental body or other person (except the EDA) prior to the Maturity Date, the Developer shall, with reasonable promptness after such taking, notify the EDA as to the nature and extent of such taking. Upon receipt of any Condemnation Award and subject to the rights of the first Mortgagee, the Developer shall use the entire Condemnation Award to reconstruct the Minimum Improvements (or, in the event only a part of the Minimum Improvements have been taken, then to reconstruct such part) within the Project.

ARTICLE VII
Prohibitions Against Assignment and Transfer; Indemnification

Section 7.1. Representation as to Redevelopment. The Developer represents and agrees that its purchase of the Development Property, and other undertakings pursuant to this Agreement, are, and will be used, for the purpose of redevelopment of the Development Property and not for speculation. The Developer further recognizes that, in view of (a) the importance of the redevelopment of the Development Property to the general welfare of the community; and (b) the substantial financing and other public aids that have been made available by the EDA for the purpose of making such redevelopment possible, the identity of the Developer is of particular

concern to the community and the EDA. The Developer further recognizes that it is because of Developer's qualifications and identity that the EDA is entering into this Agreement with the Developer, and in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby to be performed.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. For the foregoing reasons the Developer represents and agrees that until the Maturity Date:

(a) The Developer has not made or created, and that it will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the EDA.

(b) The EDA shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

1. Any proposed transferee shall have the qualifications and financial responsibilities, as determined by the EDA, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part);

2. Any proposed transferee, by instrument in writing satisfactory to the EDA and in form recordable with the land records, shall, for itself, and assigns, and expressly for the benefit of the EDA, expressly assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions and restrictions to the extent that they relate to such part) unless the Developer agrees to continue to fulfill those obligations, in which case the preceding provisions of this Section 7.2(b)(2) shall not apply: Provided, that the fact that any transferee of, or any other successor in interest whatsoever to the Development Property or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the EDA) deprive or limit the EDA of or with respect to any rights or remedies or controls with respect to being the intent that no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the EDA of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property

and the construction and acquisition of the Minimum Improvements that the EDA would have had, had there been no such transfer or change; and

3. There shall be submitted to the EDA for review all instruments and other legal documents involved in effecting transfer; and if approved by the EDA, its approval shall be indicated to the Developer in writing.

Section 7.3. Release and Indemnification Covenants.

(a) The Developer covenants and agrees that the EDA, the City and the City Council, and its officers, agents, servants and employees are not liable for and agrees to release, indemnify and, hold harmless the EDA, the City and the City Council, officers, agents, servants and employees against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements, except for loss or damage resulting in willful misconduct or willful negligence of the EDA, the City or the City Council, officers, agents, servants or employees.

(b) Except for any willful misrepresentations or any willful or wanton misconduct or negligence of the following named parties, the Developer agrees to protect and defend the EDA, the City and the City Council, and its officers, agents, servants and employees, now and forever, and further agrees to hold the EDA harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Minimum Improvements.

(c) Except as otherwise specifically provided in this Agreement, the EDA, the City and the City Council, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer, their officers, agents, servants or employees or any other person who may be about the Development Property or Minimum Improvements due to any act of negligence of any person other than the EDA, the City or the City Council members, officers, agents, servants or employees.

(d) All covenants, stipulations, promises, agreements and obligations of the EDA contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the EDA and not of any City Council member, officer, agent, servant or employee of the City or the EDA in his or her individual capacity.

(e) Developer shall indemnify, release, and hold harmless the EDA, its officers, agents, servants and employees, as well as the City, the City Council, and its officers, agents, servants and employees, against all costs, damages or expenses the EDA may incur in enforcing any obligation, agreement or covenant that runs with the Development Property, including attorneys' fees.

Section 7.4. Agreements Regarding Holders and Mortgage Deeds. Notwithstanding anything to the contrary contained in the Agreements or the Development Property Deed, the Developer, EDA and the City agree as follows:

(a) Developer may grant a first priority Mortgage Deed against the Development Property in order to secure a loan from a Holder ("Holder") the proceeds of which will be used to construct, finance or refinance the Development Property (a "Project Loan"), in each case without the prior consent of the City or the EDA;

(b) Developer may collaterally assign all of its rights and obligations under the Agreement to any Holder as additional security for the repayment of any Project Loan without the prior consent of the City or the EDA;

(c) The foreclosure of a Mortgage Deed (or the transfer of the Development Property by the Developer to a Holder in lieu of foreclosure of a Mortgage Deed) shall not require the consent of the City or the EDA, but the Development Property shall remain subject to the terms and conditions of the Agreement notwithstanding such foreclosure (or transfer in lieu of foreclosure);

(d) With respect to any Mortgage Deed granted to a Holder:

1. City and the EDA hereby subordinate to such Mortgage Deed (and the rights of the Holder thereunder) any right the City or the EDA may have to declare a forfeiture and rescind the Development Property Deed, including (without limitation) those rights referenced in: (A) Section 3.6(a)(i), Section 8.2(b) and Section 8.2(e) of the Agreement; and (B) Section 2 of the Development Property Deed;

2. City and the EDA hereby subordinate to such Mortgage Deed (and the rights of the Holder thereunder) any rights the City or the EDA may have with respect to the proceeds of Developer's insurance policies referenced in Section 6.1(d) of the Agreement;

3. City and the EDA hereby subordinate to such Mortgage Deed (and the rights of the Holder thereunder) any rights the City or the EDA may have with respect to any condemnation proceeds referenced in Section 6.2 of the Agreement;

4. City and the EDA agree to provide copies of all notices sent to the Developer under the Project Agreements to any Holder (provided that written notice of the Holder's address is provided by Developer to the City and the EDA); and

5. City and the EDA agree: (i) that each Holder will have such additional time (in excess of that given to Developer under the Project Agreements) as may be reasonably necessary in order to allow Holder to obtain control of the Development Project in order to cure any Event of Default (as defined in each of the Project Agreements); and (ii) to accept a cure by any Holder of any such Event of Default under the Project Agreements.

In connection with the granting of any Mortgage Deed to a Holder, if requested by Developer, the City and the EDA will agree to deliver a commercially reasonable and recordable agreement in favor of any Holder further evidencing the terms and provisions of this Section 7.4.

ARTICLE VIII
Events of Default

Section 8.1. Events of Default Defined. The term "Event of Default" shall mean any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) Failure by the EDA or the Developer to proceed to Closing on the Development Property after compliance with or the occurrence of all conditions precedent to Closing.

(c) Failure by the Developer to commence and complete construction of the Minimum Improvements pursuant to the terms, conditions and limitations of Article IV of this Agreement, including the timing thereof, unless such failure is caused by an Unavoidable Delay.

(d) Failure by the Developer to pay real estate taxes or special assessments on the Development Property and Minimum Improvements as they become due.

(e) Failure by Developer to comply with the terms and conditions of the Tax Abatement Agreement.

(f) Failure by the Developer to observe or perform any other covenant, condition, obligation or agreement on his part to be observed or performed hereunder.

(g) If the Developer:

1. Files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act or under any similar federal or state law; or

2. Makes an assignment for the benefit of its creditors; or

3. Admits in writing its inability to pay its debts generally as they become due; or

4. Is in default under any mortgage and fails to cure such default within thirty (30) days of a written demand from the EDA to do so; or

5. Is adjudicated bankrupt or insolvent, or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer and shall not be discharged without ninety (90) days after such appointed, or if the Developer shall consent to or acquiesce in such appointment.

Section 8.2. Remedies on Default. Whenever any Event of Default referred to in Section 8.1 of this Agreement occurs, the EDA may exercise its right under Section 8.2(a) below without notice to Developer and may take any one or more of the actions described in Section 8.2(b)-(f) after providing thirty (30) days written notice, but only if the Event of Default has not been cured within said thirty (30) days or, if the Event of Default cannot be cured within thirty (30) days, the Developer does not provide assurance to the EDA reasonably satisfactory to the EDA that the Event of Default will be cured as soon as reasonably possible:

(a) The EDA may suspend its performance under the Agreement until it receives assurances from the Developer, deemed adequate by the EDA, that the Developer will cure their default and continue their performance under the Agreement.

(b) The EDA may cancel and rescind or terminate this Agreement.

(c) The EDA may withhold the Certificate of Completion.

(d) The EDA may withhold the Net Proceeds from the insurance policies provided to the EDA pursuant to Section 6.1 of this Agreement and in accordance with the terms of the policies.

(e) The EDA may require the Developer to re-convey all remaining undeveloped properties and properties with incomplete projects within the Development Property to the EDA, free and clear of all liens and encumbrances.

(f) The EDA may take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the EDA to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement. Developer shall indemnify the EDA, EDA's officers, employees and agents against

all costs, damages or expenses the EDA may incur in enforcing any obligation, agreement or covenant, including attorneys' fees.

Section 8.3. No Remedy Exclusive. No remedy conferred upon or reserved to the EDA is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative.

Section 8.4. No Additional Waiver Implied by One Waiver. In the event any condition contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE IX
FINANCIAL OBLIGATIONS

Section 9.1. Developer's Letter of Credit Amount. Prior to release of the Final Plat for recording, the Developer shall deposit with the City an irrevocable LOC for the amounts required in Exhibits E and F. In lieu of an irrevocable LOC, Developer may deposit cash or other security acceptable to City.

All cost estimates shall be acceptable to the City Engineer. The bank and form of the irrevocable LOC shall be subject to approval by the City Finance Director and shall continue to be in full force and effect until released by the City. The irrevocable LOC shall be for a term ending two (2) years after acceptance by the City. In the alternative, the letter of credit may be for a one-year term provided it is automatically renewable for successive one-year periods from the present or any future expiration dates, and further provided that the irrevocable LOC states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable LOC shall secure compliance by the Developer with the terms of this Development Agreement. The City may draw down on the irrevocable LOC or cash deposit, without any further notice than that provided in Section 14.1 relating to a Developer Default, for any of the following reasons:

(a) a Developer Default; or

(b) upon the City receiving notice that the irrevocable LOC will be allowed to lapse prior to two (2) years after acceptance by the City.

The City shall use the LOC proceeds to reimburse the City for its costs and to cause the Minimum Improvements to be constructed to the extent practicable; if the City Engineer determines that such Minimum Improvements have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 9.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the irrevocable LOC may be reduced pursuant to Section 9.2 from time to time as financial obligations are paid.

Section 9.2. Escrow Release and Escrow Increase; Minimum Improvements. The Developer may request that the LOC or cash deposits required by the Development Agreement be reduced at the time of substantial completion of certain elements of the Project. Within thirty (30) days after receipt of any such request, the City shall reduce the LOC or cash deposits to 150% of the value of only the outstanding incomplete improvements, as determined by the City Engineer.

If it is determined by the City that the Construction Plans were not strictly adhered to, or that work was done without City inspection, the City may require, as a condition of acceptance, that the Developer post an irrevocable LOC, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. In the event that work, which is concealed, was done without permitting City inspection, then the City may, in the alternative, require the concealed condition to be exposed for inspection purposes.

Section 9.3. Developer's Cash Fees and Cash Escrow Requirements. At the time of (and as a condition to) the issuance of building permits, Developer shall deposit the Engineering Escrow (as identified on Exhibit G) with the City for those items and in the amounts required in Exhibit G. The City shall use the Engineering Escrow to reimburse the City for its costs of Plan Review and Inspections of and with respect to the Site Improvements identified on Exhibit E. If such escrow amounts are insufficient to fully reimburse the City for such costs, the City shall submit an invoice to Developer for any deficiencies, which shall be paid within 30 days by Developer.

ARTICLE X
Additional Provisions

Section 10.1. Failure to Construct Minimum Improvements. If the Developer fails to construct the Minimum Improvements, the City at its option, may install and construct the Minimum Improvements. In such case, the City, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or may draw on the irrevocable LOC or cash deposit. If the City specially assesses the cost of any portion thereof, then the Developer hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the Development Property. The Developer waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Developer acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

Section 10.2. Conflict of Interests; EDA Representatives Not Individually Liable. No member, official, or employee of the EDA shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects personal interests or the interests of any corporation, partnership or association in which the person is directly or indirectly interested. No member, official, or employee of the EDA shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the EDA or for any amount which may become due to the Developer or successor or on any obligations under the terms of the Agreement.

Section 10.3. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in this Agreement, it will comply with all applicable equal employment and nondiscrimination laws and regulations.

Section 10.4. Restriction on Use. The Developer, for itself and its successors and assigns, agrees to devote the Property and Minimum Improvements only to such land use or uses as may be permissible under the City's land use regulations.

Section 10.5. Provisions Not Merged With Development Property Deed. None of the provisions of this Agreement is intended to or shall be merged by reason of delivery of the Development Property Deed and the Development Property Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10.6. Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.7. Notices and Demands. Except as otherwise provided in this Agreement, a notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

(a) Developer:

TF WSP, LLC
Attn: Shay Baldwin
c/o Trilogy Real Estate Group
520 West Erie, Suite 100
Chicago, Illinois 60654

With a copy to:

Levenfeld Pearlstein, LLC
Attn: Thomas Jaros
2 North LaSalle, Suite 1300
Chicago, Illinois 60602
E-mail: tjaros@lplegal.com

(b) EDA:

West St. Paul Economic Development Authority
Attn: Jim Hartshorn, EDA Executive Director
1616 Humboldt Ave.
West St. Paul, Minnesota 55118

(c) City:

City of West St. Paul
Attn: City Manager
1616 Humboldt Ave.
West St. Paul, MN 55118

Section 10.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.9. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the EDA or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the EDA and the Developer.

Section 10.10. Approvals. Approvals by the EDA shall not be unreasonably withheld, conditioned or delayed.

Section 10.11. Survival of Provisions. The provisions of this Agreement and the representations, warranties and indemnities contained herein shall survive the execution and delivery of the Development Property Deed and the conveyance thereunder, shall not be merged therein, and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 10.12. Recording. The parties agree that this document shall be recorded against the Development Property at the Dakota County Recorder's Office.

Section 10.13. Tax Abatement. Tax abatement for the Development Property shall be addressed in a separate agreement between Developer and the City.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the EDA has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in their names on or as of the date first written.

EDA:
WEST ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY

By: _____
David J. Napier
Its: President

By: _____
James Hartshorn
Its: Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by David J. Napier and James Hartshorn, the President and Executive Director respectively, of the West St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the Constitution and laws of Minnesota, on behalf of the EDA.

_____
Notary Public

CITY:
CITY OF WEST ST. PAUL

By: _____
David J. Napier
Its: Mayor

By: _____
Ryan Schroeder
Its: City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by David J. Napier and Ryan Schroeder, the Mayor and City Manager respectively, of the City of West St. Paul, a Minnesota municipal corporation organized and existing under the Constitution and laws of Minnesota, on behalf of the City.

_____
Notary Public

DEVELOPER:
TF WSP, LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2020, before me a Notary Public within and for said County, personally appeared _____, who being by me duly sworn, did say that s/he is the _____ of TF WSP, LLC, a Delaware limited liability company named in the foregoing instrument, and that it was signed on behalf of said limited liability company and acknowledged said instrument to be the free act and deed of the limited liability company.

_____
Notary Public

This document was drafted by:

Korine L. Land, #262432
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
651-451-1831

EXHIBIT A

DEVELOPMENT PROPERTY

Legal Description

Lot 1, Block 1, WEST SAINT PAUL APARTMENTS

EXHIBIT B

DEPICTION OF MINIMUM IMPROVEMENT

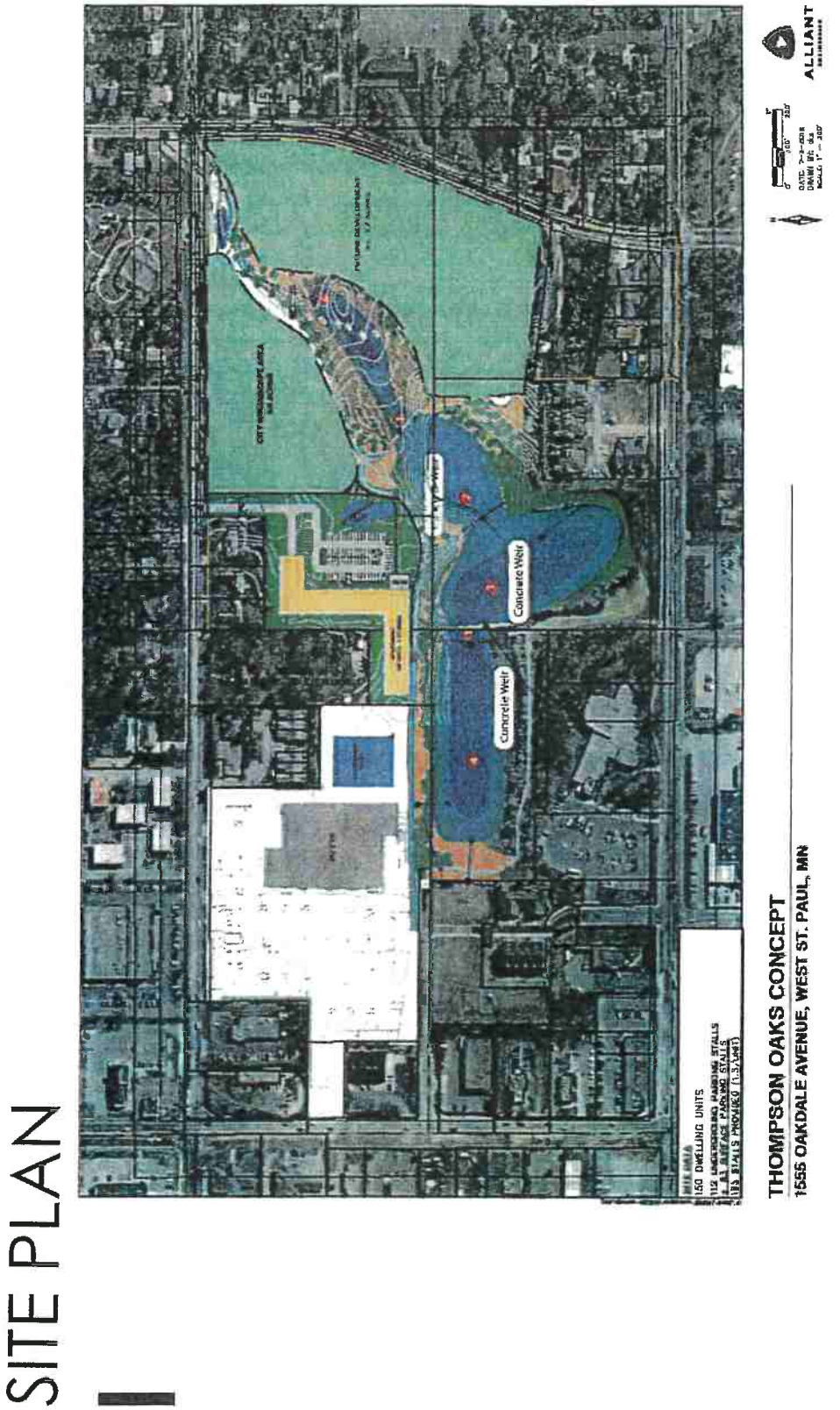

EXHIBIT C

FORM OF
CERTIFICATE OF COMPLETION

WHEREAS, the West St. Paul Economic Development Authority (the "Grantor"), by a deed recorded in the office of the County Recorder in Dakota County, Minnesota, as Document No. _____, has conveyed to TF WSP, LLC, a Delaware limited liability company (the "Grantee"), the following described land in County of Dakota and State of Minnesota, to-wit:

(to be completed prior to execution)

and

WHEREAS, said deed was executed pursuant to that certain Contract for Private Development by and between the Grantor and the Grantee dated the ____ day of _____, 2020 and recorded in the office of the County Recorder in Dakota County, Minnesota, as Document No. _____, which Contract for Private Development contained certain covenants and restrictions regarding completion of the Minimum Improvements; and

WHEREAS, said Grantee has performed said covenants and conditions in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all construction of the Minimum Improvements specified to be done and made by the Grantee has been completed and the covenants and conditions in the Contract for Private Development have been performed by the Grantee therein, and the County Recorder in Dakota County, Minnesota, is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions relating to completion of the Minimum Improvements.

Dated: _____, ____.

WEST ST. PAUL ECONOMIC
DEVELOPMENT AUTHORITY

By _____
David J. Napier
Its President

By _____
James Hartshorn
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument as acknowledged before me this _____ day of _____, by David J. Napier and James Hartshorn, the President and Executive Director, respectively, of the West St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the Constitution and laws of Minnesota, on behalf of the EDA.

_____
Notary Public

EXHIBIT D

FORM OF
DEVELOPMENT PROPERTY DEED

THIS INDENTURE, between the West St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the constitution and laws of Minnesota (the "Grantor"), and TF WSP, LLC, a Delaware limited liability company (the "Grantee").

WITNESSETH, that Grantor, in consideration of the sum of $_____ and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, quit claim and convey to the Grantee, their heirs and assigns forever, all the tract or parcel of land lying and being in the County of Dakota and State of Minnesota described as follows, to-wit (such tract or parcel of land is hereinafter referred to as the "Property"):

Lot 1, Block 1, WEST SAINT PAUL APARTMENTS

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging in now or hereafter pertaining, to the said Grantee, their heirs and assigns, forever,

Provided:

SECTION 1

It is understood and agreed that this Deed is subject to the covenants, conditions, restrictions and provisions of an agreement entered into between the Grantor and Grantee on the _____ day of _____, 2020 identified as "Contract for Private Development" (hereinafter referred to as the "Agreement") and that the Grantee shall not convey the Property, or any part thereof, without the consent of the Grantor, until a Certificate of Completion of this Agreement as to the Property or such part thereof then to be conveyed, has been placed of record with Dakota County. This provision, however, shall in no way prevent the Grantee from mortgaging this Property in order to obtain funds for the purchase of Property hereby conveyed and from erecting improvements in conformity with the Agreement, any applicable redevelopment plan and applicable provisions of the Zoning Ordinance of the City of West St. Paul, Minnesota.

It is specifically agreed that the Grantee shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Minimum Improvements thereon, as provided in the Agreement.

Promptly after completion of the improvements in accordance with the provisions of the Agreement, the Grantor will furnish the Grantee with an appropriate instrument so certifying. Such certification by the Grantor shall be (and it shall be so provided in the certification itself) a conclusive determination of the satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligation of the Grantee, and their heirs and

assigns, to construct the improvements and the dates for the beginning and completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the purchase of the Property hereby conveyed or the improvements, or any part thereof.

All certifications provided for herein shall be in such form as will enable them to be recorded with the County Recorder, or Registrar of Titles, Dakota County, Minnesota. If the Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, the Grantor shall, within thirty (30) days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail in what respects the Grantee has failed to complete with the improvements in accordance with the provisions of the Agreement or is otherwise in default, and what measures or acts will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

SECTION 2

In the event the Grantee herein shall, prior to the recording of the certificate of completion referred to above:

(a) Fail to begin construction of the improvements provided for in this Deed and the Agreement in conformity with the Agreement and such failure is not due to Unavoidable Delays and is not cured within thirty (30) days after written notice to do so; or

(b) Default in or violate its obligations with respect to the construction of the improvements provided for in this Deed and the Agreement, or shall abandon or substantially suspend construction work, and such default, violation or failure is not due to Unavoidable Delays and any default or violation, abandonment or suspension is not cured, ended or remedied within thirty (30) days after written demand by the Grantor to do so; or

(c) Fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement with the Grantor, or shall suffer any levy or attachment to be made, or any mechanic's liens, or any other unauthorized encumbrances or liens to attach, and such taxes or assessments shall not have been paid or the encumbrance or lien removed or discharged, or provisions satisfactory to the Grantor made for such payments, removal or discharge, within 30 days after written demand by the Grantor to do so; provided, that if the Grantee shall first notify the Grantor of his intention to do so, it may in good faith contest any mechanic's or other lien filed or established and in such event the Grantor shall permit such mechanic's or other lien to remain undischarged and unsatisfied during the period of such contest and any appeal, but only if the Grantee provides the Grantor with a bank letter of credit or other security in the amount of the lien, in a form satisfactory to the Grantor pursuant to which the bank will pay to the Grantor the amount of any lien in the event that the lien is finally determined to be valid and during the course of such contest the Grantee shall keep the EDA informed respecting the status of such defense; or

(d) Cause, in violation of the Agreement or of this Deed, any transfer of the Property or any part thereof, and such violation shall be not cured within sixty (60) days after written demand by the Grantor to the Grantee; or

(e) Fail to comply with any of its other covenants under the Agreement and fail to cure any such noncompliance within thirty (30) days after written demand to do so; or

(f) Default under the terms of a mortgage loan authorized by the Agreement and the holder of the mortgage exercises any remedy provided by the mortgage documents or exercises any remedy provided by law or equity in the event of a default in any of the terms or conditions of the mortgage;

then the Grantor shall have the right to re-enter and take possession of the Property and to terminate and revest in the Grantor the estate conveyed by this Deed to the Grantee, their heirs or successors in interest, but only if the events stated in Section 2(a-f) have not been cured within the time periods provided above, or if the events cannot be cured within such time periods, and the Grantee does not provide assurances to the EDA, reasonably satisfactory to the EDA, that the events will be cured as soon as reasonably possible.

The Grantor certifies that the Grantor does not know of any wells on the described real property.

SECTION 3

The Grantee agrees for themselves and their heirs and assigns to or of the Property or any part thereof, hereinbefore described, that the Grantee and such heirs and assigns shall:

(a) Devote the Property to, and only to and in accordance with, the uses specified in any applicable redevelopment plan as amended and extended;

(b) Not discriminate on the basis of race, color, creed, national origin, age or sex in the sale, lease, rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

It is intended and agreed that the above and foregoing agreements and covenants shall be covenants running with the land, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Deed, be binding, to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Grantor against the Grantee, their heirs and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the Grantor shall be deemed beneficiary of the agreements and covenants provided herein. Such agreements and covenants shall run in favor of the Grantor without regard to whether the Grantor has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Grantor shall have the right,

in the event of any breach of any such agreement or covenant to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled. Grantor shall be entitled to recover the costs for such enforcement, including attorneys' fees.

SECTION 4

This Deed is also given subject to:

(a) Provision of the ordinances, building and zoning laws of the City of West St. Paul, state and federal laws and regulations in so far as they affect this real estate.

(b) Taxes payable subsequent to the date of this conveyance.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed in its behalf by its President and Executive Director and has caused its corporate seal to be hereunto affixed this _____ day of _____, 2020.

WEST ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY

By: _____
David J. Napier
Its: President

By: _____
James Hartshorn
Its: Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by David J. Napier and James Hartshorn, the President and Executive Director respectively, of the West St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the Constitution and laws of Minnesota, on behalf of the EDA.

_____
Notary Public

This instrument was drafted by:

Korine L. Land, #262432
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
651-451-1831

SEND TAX STATEMENT TO:

EXHIBIT E
SITE IMPROVEMENTS

[Chart below to be finalized and completed prior to Closing]

Site Improvement LOC	**Estimated Construction Cost**
Sanitary Sewer	
Watermain	
Storm Sewer	
Streets	
Street Lighting	
Trail stubs and Trails	
Subtotal:	
LOC (125%)	
Total Site Improvement LOC:	

EXHIBIT F
DEVELOPER'S LETTER OF CREDIT REQUIREMENTS FOR

Grading LOC	**Unit**	**Qty**	**Unit Cost**	**Total**
Site Grading Restoration: Topsoil	CY			
Clear and grub trees	AC			
Misc. Site Grading	LS			
Soil correction	EA			
Erosion Control: Silt Fence	LF			
Excavation to basement	SY			
Street Sweeper w/ Pickup Broom	HR			
Rough Grade to street grade	CY			
Total Grading Restoration Cost				$
Grading LOC 150%				

SITE GRADING & EROSION CONTROL ITEMS

[Chart above to be finalized and completed prior to Closing]

EXHIBIT G
DEVELOPER'S CASH REQUIREMENTS AND INDIRECT COST CASH ESCROW

CASH ESCROW
ENGINEERING

Engineering Escrow	Total
2% of Site Improvement Subtotal (Ex. E) Plan Review Escrow	
5% of Site Improvement Subtotal (Ex. E) Inspection Escrow	
Total Escrow:	

CASH
AREA CHARGES

Area Charges	Cost/Acre	Acres	Total
Sanitary Area Charge*			
Storm Area Charge			
Total Area Charges:			

*to be completed following submission and review by Met Council

CASH
BUILDING ESCROW

Building Escrow	Cost/Acre	Acres	Total
Erosion Control	$3,000	5	$15,000

ASSIGNMENT AND ASSUMPTION OF
TAX ABATEMENT

THIS ASSIGNMENT AND ASSUMPTION OF TAX ABATEMENT (this "Assignment") dated as of the ___ day of July, 2020, is made and entered into by and among KTJ 339, LLC, a Minnesota limited liability company (the "Assignor") and TF WSP, LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is the Developer under that certain Tax Abatement Agreement dated October 28, 2019 (the "Abatement Agreement"), by and between the Assignor and the City of West St. Paul, Minnesota, a Minnesota municipal corporation (the "City"); and

WHEREAS, the Assignor has agreed to terminate its rights under that certain Contract for Private Development dated July 19, 2019, by and among the Assignee, the City, and the West St. Paul Economic Development Authority (the "EDA") and the Assignee proposes to enter into a Contract for Private Development dated July 27, 2020 (the "CPD"), by and among the Assignee, the City, and the EDA, pursuant to which the EDA will convey certain real property, legally described in Exhibit A thereto (the "Development Property") and the Assignee has agreed to construct the Minimum Improvements (as defined in the CPD); and

WHEREAS, the Assignor desires to assign its obligations, rights and interest in, to and under the Abatement Agreement to the Assignee, as of the date hereof, and the Assignee desires to accept the assignment thereof and assume the Assignor's obligations under the Abatement Agreement from and after the date hereof, all as more particularly set forth in this Assignment.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the Assignor and the Assignee hereby covenant and agree as follows:

1. Any capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Abatement Agreement.

2. The Assignor does hereby grant, transfer, and assign to the Assignee all of the Assignor's rights, title, benefits and interest in, to and under the Abatement Agreement.

3. The Assignor hereby agrees to indemnify and defend the Assignee, its successors and assigns, and its employees, agents, members, managers and officers (collectively, the "Assignee Indemnified Parties") against, and hold the Assignee Indemnified Parties harmless from, any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses and Liabilities"), arising out of or in any way related to a failure by the Assignor, its successors or assigns to keep and perform, or a default by the Assignor, its successors

or assigns under, any of the covenants, obligations and agreements to be performed by the Developer under the Abatement Agreement prior to the date hereof.

4. The Assignee, as of the date hereof, hereby accepts the foregoing assignment, and assumes and agrees to faithfully abide by, perform, and discharge each and every term, covenant, and condition of the Abatement Agreement applicable to the "Developer" (the "Assumed Obligations"), and to be fully bound by all of the foregoing.

5. The Assignee hereby agrees to indemnify and defend the Assignor, its successors and assigns, and its employees, agents, partners and officers (collectively the "Assignor Indemnified Parties") against, and hold the Assignor Indemnified Parties harmless from, any and all Losses and Liabilities arising out of or in any way related to a failure by the Assignee, its successors or assigns to keep and perform, or a default by Assignee, its successors or assigns under, any of the Assumed Obligations from and after the date hereof.

6. The Assignor hereby warrants and represents to the Assignee as follows:

(a) The Abatement Agreement has not been modified or amended and is in full force and effect as of the date hereof; and

(b) To the Assignor's knowledge, there is no Event of Default in existence under the Abatement Agreement nor is there in existence any state of facts or circumstances which, with the giving of notice or lapse of time or both, would constitute an Event of Default under the Abatement Agreement.

7. The Assignor will not enter into any modification or amendment of the Abatement Agreement that would adversely affect the rights and interest of the Assignee thereunder or the Assumed Obligations unless such modification or amendment is entered into by the Assignee. The Assignor will not enter into any agreement terminating the Abatement Agreement without the prior written consent of the Assignee.

8. The Assignor shall give and deliver a copy of any notice, demand or other communication which the Assignor gives or delivers to, or receives from, the City under the Abatement Agreement, and that relates to or may affect the rights and interest of the Assignee under the Abatement Agreement or the Assumed Obligations, to the Assignee in the manner set forth in Section 5.3 of the Abatement Agreement, addressed or delivered personally to the Assignee as follows:

TF WSP, LLC
Attn: Shay Baldwin
c/o Trilogy Real Estate Group
520 West Erie, Suite 100
Chicago, Illinois 60654

With a copy to: Levenfeld Pearlstein, LLC
Attn: Thomas Jaros
2 North LaSalle, Suite 1300

Chicago, Illinois 60602
E-mail: tjaros@lplegal.com

or at such other address as the Assignee may, from time to time, designate by written notice to the Assignor given or delivered in the manner set forth in Section 5.3 of the Abatement Agreement. The Assignee shall give and deliver a copy of any notice, demand or other communication which the Assignee gives or delivers to, or receives from, the City under the Abatement Agreement, and that relates to or may affect the rights and interest of the Assignor under the Abatement Agreement, delivered personally to the Assignor or given or delivered in the manner set forth in Section 5.3 of the Abatement Agreement to the Assignor pursuant to the notice address set forth therein, or at such other address as the Assignor may, from time to time, designate by written notice to the Assignee.

9. The Assignee expressly represents, for the benefit of the City, that it is a limited liability company duly organized and in good standing under the laws of the State of Delaware, duly qualified to do business in, and in good standing under the laws of the State of Minnesota, is duly authorized to transact business within the State of Minnesota, is not in violation of any provisions of its organizational documents or the applicable laws of any state, has power to enter into this Assignment and has duly authorized the execution, delivery and performance of this Assignment by proper action of its governing body.

10. The Assignor hereby irrevocably authorizes and directs the City to pay exclusively to or at the direction of the Assignee, from and after the date hereof, all sums due under the Abatement Agreement, subject to the terms thereof; and the Assignor acknowledges and agrees that the City shall have no further liability to the Assignor for the same.

11. The Assignor acknowledges that the City's rights and remedies against the Developer under the Abatement Agreement are unaffected by this Assignment.

12. The Assignor and the Assignee agree that neither this Assignment nor the Abatement Agreement shall be amended or changed in any way without prior written approval of the City or as specifically provided therein.

13. This Assignment shall be binding on and inure to the benefit of the parties hereto and their successors and assigns and shall further be for the benefit and reliance of the City.

14. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

15. This Assignment may be executed in counterparts, which counterparts when considered together shall constitute a single, binding, valid and enforceable agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed and delivered this Assignment and Assumption of Tax Abatement as of the date first above written.

ASSIGNOR:

KTJ 339, LLC, a Minnesota limited liability company

By: _____

_____

Its: _____

ASSIGNEE:

TF WSP, LLC, a Delaware limited liability company

By: _____

_____

Its: _____

CONSENT AND AGREEMENT

July __, 2020

The undersigned, City of West St. Paul, Minnesota, a Minnesota municipal corporation ("City"), hereby (i) consents, in accordance with Section 3.6 of the Abatement Agreement, to the execution and delivery of the foregoing Assignment and Assumption of Tax Abatement (the "Assignment and Assumption") by the Assignor and the Assignee named therein, and the terms and provisions thereof; (ii) agrees that in the event of any inconsistency between the terms and provisions of the Assignment and Assumption and the terms and provisions of the Abatement Agreement (as defined in the Assignment and Assumption), the terms and provisions of the Assignment and Assumption shall control; (iii) releases the Assignor from all the Assumed Obligations as defined in the Assignment and Assumption; and (iv) warrants, represents and certifies to the Assignee as follows:

(A) To the knowledge of the undersigned, the Abatement Agreement has not been modified or amended and are in full force and effect as of the date hereof; and

(B) To the knowledge of the undersigned, there is no Event of Default in existence, nor is there in existence any state of facts or circumstances which, with the giving of notice or lapse of time or both, would constitute an Event of Default under the Abatement Agreement.

(C) If the City delivers any notice, demand or other communication to the Developer under the Abatement Agreement that relates to or may affect the rights and interest of the Assignee under the Abatement Agreement or the Assumed Obligations, the City will deliver a copy of such notice, demand or communication to the Assignee in the manner set forth in the Abatement Agreement addressed or delivered personally to the Assignee as follows:

TF WSP, LLC
Attn: Shay Baldwin
c/o Trilogy Real Estate Group
520 West Erie, Suite 100
Chicago, Illinois 60654

With a copy to:

Levenfeld Pearlstein, LLC
Attn: Thomas Jaros
2 North LaSalle, Suite 1300
Chicago, Illinois 60602
E-mail: tjaros@lplegal.com

or at such other address as the Assignee may, from time to time, designate by written notice to City given or delivered in the manner set forth in the Abatement Agreement.

IN WITNESS WHEREOF, the City has caused this Consent and Agreement to be duly executed as of the date first written above.

CITY OF WEST SAINT PAUL, MINNESOTA

By:_____
David J. Napier
Its Mayor

By:_____
Ryan Schroeder
Its City Manager

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Kori Land, City Attorney**

Date: **July 27, 2020**

Ordinance Approving the Sale of the Former Car-X Property to the EDA for Redevelopment Purposes

BACKGROUND INFORMATION:

The City is the fee owner of the former Car-X property (the "Property"). The Property is located in an area that is suited for economic development by the EDA. The EDA is negotiating a Development Agreement with a Developer for the Property. In order to advance the future economic development of the Property in furtherance of the City's Comprehensive Plan and economic goals, the Property must be conveyed to the EDA. Pursuant to West St. Paul City Charter § 12.05, the City Council may dispose of real property within the City by Ordinance. Staff recommends approving the conveyance to the EDA for redevelopment purposes.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Consider moving the Ordinance for its First Reading. If approved, a Second Reading and Public Hearing will be held on August 10, 2020.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-

AN ORDINANCE APPROVING THE SALE OF PROPERTY LOCATED WITHIN THE CITY OF WEST ST. PAUL, MINNESOTA TO THE WEST ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY

The City of West St. Paul does ordain:

SECTION 1. Pursuant to West St. Paul City Charter § 12.05, the City Council may dispose of real property within the City by Ordinance; and

WHEREAS, the City desires to sell real property to the West St. Paul Economic Development Authority ("EDA"), situated in Dakota County, Minnesota, legally described as follows:

PID: 42-24200-01-070; Abstract Property:

Lots 4, 5, 6 and 7, Block 1, Erchingers Addition to South St. Paul, Dakota County, Minnesota

(the "Property"); and

WHEREAS, the Property is located in an area that is suited for economic development by the EDA; and

WHEREAS, to advance the future economic development of the Property in furtherance of the City's Comprehensive Plan and economic goals, the Property must be conveyed to the EDA; and

WHEREAS, upon conveyance of the Property to the EDA, the EDA shall initiate negotiations with a suitable developer for the sale of the Property; and

WHEREAS, on August 10, 2020, the City held a public hearing on the sale of the Property and the City considered all of the information presented at the public hearing.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of West St. Paul that the Property shall be conveyed to the EDA and the City and its representatives are authorized execute all documents necessary to effectuate such conveyance.

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 allows the City to convey the former Car-X property to the West St. Paul Economic Development Authority for redevelopment purposes.

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 ____ day of _____ 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: **July 27, 2020**

Consideration of 1st Reading of Conversion Therapy Ban

BACKGROUND INFORMATION:

At the July 13, 2020 OCWS, Council consensus direction was for Staff to bring an ordinance back to Council addressing Conversion Therapy. The proposed ordinance is enclosed.

As per the ordinance draft, conversion therapy is defined as any practice or treatment by a provider that seeks to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender. Conversion therapy does not include counseling that provides support and assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, identity exploration, development, including sexual orientation and gender identity, and neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, if such counseling is not conducted with the goal of changing the person's sexual orientation or gender identity.

According to the data we have compiled, 20 states and over 70 cities across the country have banned conversion therapy for minor children in some fashion. Within Minnesota, the Cities of Duluth, Minneapolis and St. Paul have adopted ordinance bans and Golden Valley has adopted a resolution against the practice. According to the League of Minnesota Cities and Metro Cities, there has been some legislative discussion on this topic, but legislative support for a statewide ban does not appear to be in the immediate future.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Hold the first reading.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-

AN ORDINANCE ENACTING SECTION 33.04 OF THE WEST ST. PAUL CITY CODE REGARDING THE PROHIBITION OF CONVERSION THERAPY FOR MINORS

The City of West Saint Paul does ordain:

SECTION 1. ENACTMENT. West St. Paul City Code Section 33.04 relating to the prohibition of conversion therapy for minors is hereby enacted as follows:

§ 33.04 PROHIBITION OF CONVERSION THERAPY FOR MINORS BY LICENSED PROVIDERS

(A) *Purpose.* The purpose of this Section is to protect the physical and psychological well-being of minors, including LGBTQ minors, from the harm caused by conversion therapy.

(B) Definitions. The following definitions apply to this section:

CONVERSION THERAPY means any practice or treatment by a provider that seeks to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender. Conversion therapy does not include counseling that provides support and assistance to a person undergoing gender transition, or counseling that provides acceptance, support, and understanding of a person or facilitates a person's coping, social support, identity exploration, development, including sexual orientation and gender identity, and neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, if such counseling is not conducted with the goal of changing the person's sexual orientation or gender identity.

GENDER EXPRESSION means a person's expression of gender identity through appearance and behavior, including how an individual believes that they are perceived by others.

GENDER IDENTITY means a person's sense of self as a woman, man, another gender, or genderless.

MINOR means any person under eighteen (18) years of age.

PROVIDER means an individual who is licensed, certified, or registered under the laws of the State of Minnesota, including mental health practitioners and mental health professionals as defined in Minnesota Statutes, Section 245.462, to provide mental health services. Providers include mental health counselors, marriage and family therapists, social workers, physicians, psychologists, psychotherapists, chemical dependency professions, and their associates. A

provider does not include members of the clergy who are acting in their roles as clergy or pastoral counselors and providing religious counseling to congregants.

SEXUAL ORIENTATION means a component of identity that includes a person's sexual and emotional attraction to another person and the behavior and/or social affiliation that may result from this attraction.

(C) Prohibited Practices. It shall be unlawful for any provider to provide conversion therapy to a minor within the City limits.

(D) Enforcement. Violations of this Section are punishable by Administrative Citations as defined in Section 10.98.

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:

> This ordinance prohibits conversion therapy by licensed providers for minors within City limits.

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 27th day of July 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: **July 27, 2020**

First Reading -Animal Ordinance Modification

BACKGROUND INFORMATION:

At the open council work session on July 13, 2020 staff brought forth a request to modify the Farm and Other Small Domestic Animal Ordinance. The changes were desired by some due to the restrictive nature of the 100 foot rule in which a chicken enclosure could not be closer than 100 feet from another property owner's dwelling, store, apartment, restaurant, etc.

Currently, in addition to the 100 foot rule, a property owner cannot have more than four hen chickens or two ducks. There are two ways to obtain an exception to these rules.

- Residential Variance
  - Apply for a residential variance through Community Development.
  - $100.00 application fee plus $400.00 escrow fee.
  - Internal staff reviews the application.
  - Staff distributes public notice in both the newspaper and to all of the residents within 100 feet of the property.
  - Planning Commission holds a public hearing at which time the applicant comes forward to speak about the project and answers relevant questions.
  - Variance is approved or denied by the Planning Commission.
- Special Animal Permit
  - Application for a special permit is made along with a fee of $200.00. The yearly renewal fee is $100.00.
  - The premise is inspected to ensure no nuisances will be created if the permit is issued.
  - Notification is made to all residential properties with 350 feet of the applicant's residence.
  - A report is presented to the Council who ultimately approve or deny the permit.
  - The Special Animal Permit only allows for an increase in the number of animals. It does not allow for any exceptions to other requirements of the ordinance such as setback requirements.

A review of suburban cities in Dakota County, including South St Paul, Inver Grove Heights, Eagan, Burnsville, Farmington, and Rosemount revealed that the number of chickens allowed range from four to six hens. Most cities require a permit and that fee ranges from $25.00 for two years to $100.00 per year with a $25.00 per year renewal. Rosemount is the only city that does not require a permit. Setbacks range from 25 feet to 50 feet. South St Paul, additionally has a requirement to obtain written

permission from 75 percent of the abutting owners on a form provided by the city during the application process.

Before you tonight is a proposed change to the ordinance that will reduce the setback from other buildings and dwellings from 100 feet to 50 feet. Staff understands there has been discussion between community members and council members since the last open council work session and additional changes or modifications may be desired before passage of the final reading which can take place in August.

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Council is asked to discuss the changes from 100 feet to the 50 feet setback requirements. Additionally, Council can pass oral amendments to the ordinance which can be brought back next month for the public hearing and final reading and passage. Another option is to have staff incorporate additional language in the ordinance, table the first reading, and have a clean copy of the modified ordinance for discussion on a first reading at the next council meeting.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-

AN ORDINANCE AMENDING SECTION 90.08 OF THE WEST ST. PAUL CITY CODE REGARDING FARM AND OTHER SMALL DOMESTIC ANIMALS

The City of West Saint Paul does ordain:

SECTION 1. West St. Paul City Code Section 90.08 relating to farm and other small domestic animals is hereby amended as follows:

§ 90.08 FARM AND OTHER SMALL DOMESTIC ANIMALS.

(A) General rule. A person may keep up to the following number of farm or other small animals without a permit:

1) Four hen chickens (no roosters); or
2) If not chickens, then two farm animals; or
3) Two Vietnamese pot-bellied pigs; or
4) Two animals deemed similar by the Police Chief.

(B) A person may keep more than the allowable number of the aforementioned animals if:

1) The property upon which the animals are kept is greater than five acres, and there is at least 350 feet between the animal enclosure and a residence; or
2) A special permit is approved by the Council pursuant to § 90.04(B).

(C) Stables.

1) Construction. Every stable, building or enclosure where any animal is kept will be constructed of material and in a manner that allows it to be kept clean and sanitary.
2) Proximity to residences. Every stable or other building occupied by authority of a special permit will, if located within 200 feet of any apartment, hotel, restaurant, retail food store, school, religious or hospital purposes, or residences other than those occupied by the owner or occupant of the premises upon which the animals are kept, be provided with a water-tight and fly-tight receptacle for manure of such dimensions as to contain all accumulations of manure. The receptacle must be emptied sufficiently often and in such manner as to prevent it from becoming a nuisance. The receptacle must be kept securely covered at all times except when open during the deposit or removal of manure or refuse. Manure must not be allowed to accumulate outside the receptacle.

3) Screening; sanitary conditions. The Council or Health Officer may, in order to avoid a nuisance, require that any stable or other building where any animal is kept be screened tightly against flies, and that it be provided with running water, drain sewer connection, flooring impervious to water, and that measures be taken as may be necessary to ensure proper protection to public health and safety, as conditions precedent to the issuance of any special permit.

(D) Small animal shelters; proximity to certain uses. A chicken coop, dove cote, dog kennel facility (which is a facility designed to contain more than three dogs), rabbit warren or other yard or establishment where small animals or fowls are kept, must not be maintained closer than 50~~100~~ feet from any apartment, hotel, restaurant, boarding house, retail food store, building used for school, religious or hospital purposes, or residence other than occupied by the owner or occupant of the premises where the creatures are kept.

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

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:

> This ordinance reduces the distance requirements of farm and small domestic animals shelters from restaurants, schools or housing structures from 100 feet to 50 feet.

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 ____ day of _____ 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: **July 27, 2020**

First Reading - On-Sale Liquor License Ordinance Modification

BACKGROUND INFORMATION:

Staff has been contacted by an on-sale liquor license establishment that would like to sell their business to another individual who already holds a West St Paul liquor license. The potential purchaser would operate both establishments within the City of West St Paul if the sale is conducted. Currently this is not allowed under city ordinance 112.04 (A)(5) which limits the number of liquor licenses to an individual to one.

The current ordinance could also potentially hinder some companies from expanding into our community as well. The operations of a restaurant are expensive and consolidation of chain restaurants is very common. In 2018 alone, Business Insider reported more than 700 food and beverage industry mergers and acquisitions took place. For example, a company such as Darden Restaurants owns several different chains of restaurants. If Darden Restaurants were to open more than one restaurant in West St Paul, the company could only obtain one liquor license from the city under the current ordinance.

This topic was brought to the Council's attention during the open council work session on June 22, 2020 and staff was directed to bring forth revisions to the city ordinance to eliminate the cap of liquor licenses one person can hold.

Before you today are changes to ordinance 112.04 (A) which strikes subdivision (5) which places limits on the number of licenses that one person can hold. By striking this subdivision, there will be no limits.

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Discuss the change to the ordinance and if agreeable, pass the first reading.

CITY OF WEST ST. PAUL
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 20-

AN ORDINANCE AMENDING SECTION 112.04 OF THE WEST ST. PAUL CITY CODE REGARDING PERSONS INELIGIBLE FOR A LIQUOR LICENSE

The City of West Saint Paul does ordain:

SECTION 1. West St. Paul City Code Section 112.04 relating to persons ineligible for a liquor license is hereby amended as follows:

§ 112.04 PERSONS INELIGIBLE FOR LICENSE.

(A) In addition to the grounds stated in § 110.06, no license will be granted to or held by any person or management who:

(1) Is a manufacturer of 3.2% malt liquor or is interested in the control of any place where 3.2% malt liquor is manufactured; or

(2) Is or during the period of the license becomes the holder of a federal retail liquor dealer's special tax stamp for the sale of intoxicating liquor at any place unless there has also been issued to him or her a local license to sell intoxicating liquor at that place; or

(3) Is not the owner of the establishment for which the license is issued; or

(4) Owned an interest of more than 5% of the corporation, partnership, association, enterprise, business or firm applying for the license and who has had an intoxicating liquor license revoked in any jurisdiction within five years of the license application; or

~~(5) Already has an intoxicating liquor license.~~

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:

> This ordinance amendment allows persons to have more than one intoxicating liquor license in the City of West St. Paul.

SECTION 5. 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 ___ day of _____ 2020.

Attest:

_____ _____

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